



"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, October 24, 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 24, 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**
 - A. **SPECIAL PRESENTATION** - 2016 CITY UNIVERSITY GRADUATION
 - B. **PROCLAMATION** - EXTRA MILE DAY
5. **PUBLIC TO BE HEARD**
6. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT AGENDA**
 - A. **APPROVAL OF MINUTES** - REGULAR COUNCIL SEPTEMBER 12, 2016;
SPECIAL COUNCIL SEPTEMBER 26, 2016
 - B. **BEERWORKS CHARITABLE FOUNDATION, INC.**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 2016 TREASURE COAST BEER FESTIVAL HELD ON NOVEMBER 12, 2016, SIGNS SCHEDULED TO BE PLACED NOVEMBER 1, 2016, THROUGH NOVEMBER 12, 2016, INTERIM CITY MANAGER
 - C. **19 SPORTS**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE FALL SEASON REGISTRATION DEADLINE, SIGNS SCHEDULED TO BE PLACED NOVEMBER 21, 2016, THROUGH DECEMBER 5, 2016, INTERIM CITY MANAGER

- D. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** DEWATER OF SEWAGE CAKE SLUDGE, **SYNAGRO SOUTH, LLC,** #20160198, UNIT PRICE OF \$0.046 PER GALLON, FOR AN ESTIMATED MONTHLY EXPENSE OF \$105,593.99, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 45 DAYS WITH AN OPTION TO RENEW FOR FOUR ADDITIONAL TWELVE MONTH PERIODS, PROCUREMENT MANAGEMENT DEPARTMENT
- E. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** PURCHASE AND REPAIR OF VALVES AT GLADES WWTP, **FLUID CONTROL SPECIALTIES, INC.,** #20160199, \$79,060, ESTIMATED DELIVERY TIME OF EIGHT TO NINE WEEKS, PROCUREMENT MANAGEMENT DEPARTMENT
- F. **SHIP PROGRAM,** REQUEST FOR FORGIVENESS OF A HOUSING PROGRAM SECOND MORTGAGE LOAN TO ALLOW FOR A SALE TO MOVE FORWARD, NEIGHBORHOOD SERVICES DEPARTMENT
- G. **PLANNING AND ZONING BOARD,** RECOMMENDATION FOR APPOINTMENT OF GEORGE PAPPAS TO COMPLETE THE TERM OF THE RESIGNING AT-LARGE MEMBER, TERM TO END ON 4/1/2019; AND APPOINTMENT OF JAMES MYRICK TO THE ALTERNATE POSITION, PLANNING & ZONING DEPARTMENT
- H. **POLISH AMERICAN SOCIAL CLUB, INC.,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 2016 CRAFT-FLEA MARKET SCHEDULED FOR NOVEMBER 11TH & 12TH, SIGNS SCHEDULED TO BE PLACED NOVEMBER 6, 2016, THROUGH NOVEMBER 12, 2016, INTERIM CITY MANAGER

8. **SECOND READING, PUBLIC HEARING 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.

9. **OTHER PUBLIC HEARINGS**

FIRST READING OF ORDINANCES

- A. **ORDINANCE 16-74**, AN ORDINANCE TO REZONE 73.30 ACRES OF PROPERTY LOCATED SOUTH OF DISCOVERY WAY AND WEST OF VILLAGE PARKWAY FROM MPUD (MASTER PLANNED UNIT DEVELOPMENT) TO GU (GENERAL USE) FOR A PROJECT KNOWN AS TRADITION LAND COMPANY SOUTHERN GROVE PLAT NO. 3 REZONING APPLICATION P16-123; PROVIDING FOR AN EFFECTIVE DATE.
- B. **ORDINANCE 16-75**, AN ORDINANCE REZONING PROPERTY LOCATED SOUTH OF THE E/W #2 RIGHT-OF-WAY, NORTH OF THE PAAR DRIVE RIGHT-OF-WAY, BETWEEN THE COMMUNITY BOULEVARD RIGHT-OF-WAY AND SW VILLAGE PARKWAY FROM TRADITION LAGOON MPUD AND ST. LUCIE COUNTY AG-5 (AGRICULTURAL – ONE DWELLING UNIT PER FIVE ACRES) TO AN MPUD (MASTER PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN (P16-096); PROVIDING AN EFFECTIVE DATE.
- C. **ORDINANCE 16-76**, AN ORDINANCE AMENDING AND RESTATING IN THEIR ENTIRETY THE NON-EXCLUSIVE FRANCHISES GRANTED TO TRADITION IRRIGATION COMPANY, LLC, BY ORDINANCES 05-184 AND 08-38; GRANTING TO TRADITION IRRIGATION COMPANY, LLC, A NON-EXCLUSIVE FRANCHISE TO PROVIDE IRRIGATION QUALITY WATER IN THE DEVELOPMENTS KNOWN AS TRADITION AND SOUTHERN GROVE; PROVIDING FOR MINIMAL INTERFERENCE WITH CITY ROADS AND FACILITIES; PROVIDING FOR LIMITATION OF LIABILITY AND INDEMNIFICATION OF THE CITY; PROVIDING FOR RELOCATION OF FACILITIES; APPROVING AN AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT; PROVIDING FOR ESTABLISHMENT OF RATES BY THE GRANTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.
- D. **ORDINANCE 16-77**, AN ORDINANCE PROVIDING FOR THE FIRST AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR TORINO LAKES PUD (P16-097) LOCATED ON THE WEST SIDE OF EAST TORINO PARKWAY AND SOUTH OF CONLEY DRIVE; PROVIDING AN EFFECTIVE DATE.
- E. **ORDINANCE 16-78**, AN ORDINANCE TO REZONE 1.15 ACRES OF PROPERTY LOCATED SOUTHEAST OF PORT ST. LUCIE BOULEVARD, WEST OF ASTER ROAD AND NORTH OF ALTON CIRCLE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO I (INSTITUTIONAL) FOR A PROJECT KNOWN AS P16-149 S&W LAND INVESTMENTS; PROVIDING FOR AN EFFECTIVE DATE.
- F. **ORDINANCE 16-79**, AN ORDINANCE AUTHORIZING THE ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3094, AT PAGE 1591, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA;

ABANDONING AND RELEASING SAID BLANKET FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

11. **RESOLUTIONS**

- A. **RESOLUTION 16-R72, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(12) TO ALLOW A DRIVE-THROUGH SERVICE FACILITY IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR COFFEE PORT ST. LUCIE, LLC, LOCATED ON THE NORTH SIDE OF PORT ST. LUCIE BOULEVARD, EAST OF WAYNE STREET, SOUTH OF CHAPMAN AVENUE, AND WEST OF KAIL STREET, AND LEGALLY DESCRIBED AS LOTS 3, 4, 20, AND 21, BLOCK 703, PORT ST. LUCIE SECTION 18 (P16-100); PROVIDING AN EFFECTIVE DATE.
- B. **RESOLUTION 16-R80, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(12) TO ALLOW A DRIVE-THROUGH SERVICE FACILITY IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR SUITS U LUCIE, LLC, LOCATED ON THE NORTHEAST CORNER OF PORT ST. LUCIE BOULEVARD AND WAYNE STREET, AND LEGALLY DESCRIBED AS LOTS 1, 2, 22, AND 23, BLOCK 703, PORT ST. LUCIE SECTION 18 (P16-087); PROVIDING AN EFFECTIVE DATE.
- C. **RESOLUTION 16-R81, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124 (C) (12) TO ALLOW DRIVE-THROUGH SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR A FREESTANDING RESTAURANT, LOCATED ON THE NORTHEAST CORNER OF PORT ST. LUCIE BOULEVARD AND YALE STREET, NORTH OF DARWIN BOULEVARD, AND LEGALLY DESCRIBED AS DARWIN PLAZA, LOT 5; (P16-125); PROVIDING AN EFFECTIVE DATE.
- D. **RESOLUTION 16-R82**, A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT FOR TRADITION PLAT NO. 75 (THE FINAL PLAT WITH CONSTRUCTION PLANS), P16-077, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VITALIA AT TRADITION, LLC; OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

- A. **CITY MANAGER SELECTION**, MAYOR ORAVEC & CITY COUNCIL

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. JOHNSON-LAUX CONSTRUCTION, INC., PORT ST. LUCIE CIVIC CENTER REPAIRS, #20170008, UNIT PRICES OFFERED IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) COOP CONTRACT #FL-WCH01-031814-JLC, ESTIMATED TOTAL AMOUNT FOR THIS WORK IS \$950,000.00 ±, WHICH INCLUDES A \$50,000 CITY-OWNED CONTINGENCY, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS ESTIMATED AT 250 CALENDAR DAYS, THE NJPA COOP CONTRACT TERM IS A 1 YEAR TERM WITH 3 ADDITIONAL 1 YEAR TERMS BEGINNING ON MARCH 18, 2014 THROUGH MARCH 17, 2018, PROCUREMENT MANAGEMENT DEPARTMENT

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-November Meeting Calendar

DATE	MEETING	TIME	LOCATION
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
11-01-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
11-02-16	Federation of Public Employees (FOPE) Meeting	10:00 a.m.	City Hall Complex Room 366 Building A
11-09-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
11-09-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
11-10-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
11-14-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
11-21-16	Special City Council Meeting	TBD	City Hall Complex Council Chambers Building A
11-23-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
11-28-16	Community Redevelopment Agency (CRA) Meeting	6:30 p.m.	City Hall Complex Council Chambers Building A
11-28-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A

**NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
OCTOBER 24, 2016**

11. RESOLUTIONS

e) **RESOLUTION 16-R83**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"); PROVIDING AN EFFECTIVE DATE.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

FROM: Carmen Capezuto, Director of Neighborhood Services 

Agenda Item: Motion: Request by Michael Mann on behalf of Beerworks Charitable Foundation Inc., requesting City Sponsorship of the 2016 Treasure Coast Beer Festival.

Submittal Date: 10/11/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed November 1 thru November 12 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Michael Mann



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

Name of Organization: Beerworks Charitable Foundation INC

Location of Event: Tradition Square

Number of Signs: 37

Date range of sign placement: 11/01/2016 to 11/12/2016

Contact Person: Michael Mann

Phone: (828) 773-0561

Email: M962Beerg@gmail.com

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

Staff Recommendation: Approve for Signs

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

To Whom it may concern:

I, Michael Mann, acting on behalf of Beerworks Charitable Foundation Inc, a 501c (3) charity, request the ability to post 40 signs and 3 banners on the provided locations from the period of November 1st 2016- November 12th 2016 for the Treasure Coast Beer fest to be held on the 12th of November from 1:00 to 5:00 pm at the Tradition Square.

Should you need to contact me or have any questions, you may reach me at 4638 SW Leeward Street, Port St. Lucie Florida 34953 or via email at m962beer@gmail.com or on my cell phone at (828) 773-0561.

Thank you for your time and consideration regarding this request,

Michael Mann, PGA
Chairman of the Board
Beerworks Charitable Foundation Inc



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

FROM: Carmen Capezuto, Director of Neighborhood Services 

Agenda Item: Motion: Request by Steve Goldstein on behalf of I9 Sports, requesting City Sponsorship of the Fall Season registration deadline.

Submittal Date: 10/11/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed November 21 thru December 5 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Steve Goldstein



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

Name of Organization: I9 Sports

Location of Event: Jessica Clinton Park

Number of Signs: 73

Date range of sign placement: 11/21/2016 to 12/05/2016

Contact Person: Steve Goldstein

Phone: (772) 475-0397

Email: sgoldstein@i9sports.com

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

Staff Recommendation: Approve for Signs

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



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

October 4, 2016

Ms. Patricia Roebing
Interim City Manager
City of Port St. Lucie
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984

Dear Ms. Roebing:

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

We are requesting approval to have 73 pvc corrugated "road signs" secured by metal stakes in the ground. The signs are approximately 24 inches wide by 18 inches high. They will be put out on Monday, November 21 and picked up Monday, December 5.

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

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

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

Sincerely,

Steve Goldstein
Program Director
772.475.0397



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, PE. Interim City Manager- City Engineer
Jesus Merejo, Utility Systems Director- Interim Assistant City Manager
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Buyer

Agenda Item: Motion: Contract #20160198 Dewater of Sewage Cake Sludge

Submittal Date: 10/10/2016

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

BACKGROUND: The Glades Wastewater Treatment Facility (WWTF) has an on-site system for dewatering and conveyance of municipal bio-solids (sludge) cake. The existing conveyance system has experienced multiple reliability problems and repeated failures. In the interest of protecting public property and the public health and safety, it was recommended that the Glades WWTF bio-solids cake conveyance system be upgraded. City Council approved the construction contract with Florida Design Drilling Corporation on May 23, 2016. Onsite construction is scheduled to start in October and the existing bio solids processing equipment will be taken out of service from December 2, 2016 through January 19, 2017. During this time Glades WWTF must utilize the centrifuging services from an outside contractor. The GWWTP dewateres approximately 2,295,521.57 gallons of sludge per month and must remain operational by alternate means.

ANALYSIS: Due to the Glades Wastewater Plant being shut down for a period of six to eight weeks for repair, Utilities can no longer dewater the sludge in house. It is essential we use Synagro South, LLC to mobile centrifuge dewater three to four days a week. Synagro South, LLC has a unit price contract with Palm Beach County. Synagro South, LLC has performed this type of work successfully for the City's wastewater facilities in the past.

FINANCIAL INFORMATION: Utility Operations, Glades Wastewater Treatment Plant, Sludge Removal

LEGAL INFORMATION: Approved by Ella Gilbert on 10/5/16 as to form.

STAFF RECOMMENDATION: Waive the Bidding, Good cause shown. Chapter 35.04 (c) and participate in Palm Beach County's contract with Synagro South, LLC, utilizing their unit prices to Dewater cake sludge in the amount of \$0.046 per gallon. For an estimated monthly expense of \$105,593.99. Contract period is for forty five (45) days with an option to renew for four (4) additional twelve (12) month periods.

SPECIAL CONSIDERATION:

PRESENTATION INFORMATION:

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: Glades Wastewater Treatment Facility. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities.

ATTACHMENTS: Contract, Palm Beach County Contract

RECEIVED

OCT 11 2016

CITY MANAGER'S OFFICE

**CITY OF PORT ST. LUCIE
CONTRACT #20160198**

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality of the State of Florida, hereinafter called "City" party of the first part, and Synagro South, LLC, , 435 Williams Court Suite 100, Baltimore, MD. 21220 Telephone No. (813)285-0680 hereinafter called "Contractor", party of the second part.

RECITALS

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

**SECTION I
NOTICES**

Project Manager:	Brad Macek, Assistant Director City of Port St. Lucie, Utility Systems Dept. 900 SE Ogden Lane Port St. Lucie, Florida 34983 Telephone: 772-873-6412 Fax: 772-873-6405 Email: bmacek@cityofpsl.com
City Contract Administrator:	Gina Jolly, Buyer City of Port St. Lucie Procurement Management Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: 772-344-4055 Fax: 772-871-7337 Email: gjolly@cityofpsl.com
Contractor:	Mike Wolfe Synagro South, LLC 435 Williams Court, Suite 100 Baltimore, MD. 21220 Telephone: 813-285-0680 Email: mwolfe@synagro.com

**SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform is to dewater of sewage cake sludge from the Glades Wastewater Treatment Plant located at 10700 NW Glades Cut-Off Rd., Port St.

Dewater of Sewage Cake Sludge

Lucie, and Fl. 34987,

The required method is dewatering by use of mobile centrifuge-dewatering units to a minimum 20% solids content for disposal. This shall include all labor, materials, equipment, portable electric generation, mobile centrifuge dewatering facilities, tools, hoses, connections, transportation, supervision, and all other rights and incidentals necessary for dewatering, removal, transportation and disposal of dry biosolids. The final sludge cake produced from the dewatering and centrifuge process shall not yield less than 20% solids.

Minimum captures rate of 96% or better of liquid sludge must be maintained during processing.

Synagro will dewater three days a week @ 16 hours a day, or 4 days a week @ 8 hours a day Monday through Thursday only. Based on gallons per minute and space available in Glades WWTF's and Westport WWTF'S sludge holding tanks.

Other Wastewater Treatment Plants needing this service may be added at a later date.

Emergency dewatering when needed at the Glades WWTF and/or Westport WWTF will have a response time of ninety-six (96) hours or less. Any time over this response time will have to be approved by the City.

SECTION III TIME OF PERFORMANCE

The Contract shall start November 28, 2016 and will terminate January 14, 2017 a term of forty five (45) days. In the event all work required in the contract specifications has not been completed by the specified date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager until all work specified in the contract specifications has been rendered and accepted by the City.

SECTION IV RENEWAL OPTION

This Contract has an option of four (4), twelve (12) month renewals. In the event Contractor offers in writing ninety (90) days prior to the termination of this Contract, to provide the identical services required in this Contract for the following two (2) year period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for two (2) additional years.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor will be on a per unit fixed price basis on actual quantities, plus a one-time fee of ten-dollars (\$10.00) for indemnification as provided

Dewater of Sewage Cake Sludge

in Section XIII herein. Prices shall be in accordance with the following:

Estimated amount of gallons per Month per Plant	Price per Gallon	Estimated Monthly Total per Plant
2,295,521.57	\$0.046	\$105,593.99

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices

Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

**SECTION VI
WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be

modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, 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

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at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents Re: "20160198 Dewater of Sewage Cake Sludge"**" 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.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended.

SECTION IX ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

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Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com**

**SECTION XII
CLEANING UP**

The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

The bidder will remove any debris created by the job. All work shall be in accordance with the City codes.

**SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor(s) are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report

the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification – N/A

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor(s). Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor(s) fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, or his/her designee, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor(s) and may be deducted from any moneys due to the Contractor(s) or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor(s) shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

**SECTION XIV
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed notwithstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products

are installed, or accepted by the City and final payment has been made to the Contractor, whichever last occurs.

Miscellaneous Testing – The Contractor(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage and Stockpiling – N/A

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to

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operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

**SECTION XV
ASSIGNMENT**

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

**SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES**

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. N/A

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the

City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVII LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

**SECTION XX
REIMBURSEMENT FOR INSPECTION**

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXI
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XXII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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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:

Acting City Manager

By: _____
Authorized Representative of Synagro South, LLC

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. (he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(seal)

**BID RESPONSE
 BID #16-007/ZG**

DEWATER, HAUL AND DISPOSE OF SEWAGE CAKE SLUDGE, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED 12 MONTH QUANTITY	UNIT PRICE	TOTAL OFFER
1.	HAUL, DISPOSE AND DEWATER OF SEWAGE CAKE SLUDGE FROM WESTERN REGION WASTEWATER TREATMENT PLANTS LOCATED IN BELLE GLADE & PAHOKEE, USING DEWATERING EQUIPMENT SUPPLIED BY SUCCESSFUL BIDDER, AS SPECIFIED HEREIN.	GALLONS	4,000,000	\$ 0.082	\$ 328,000.00
2.	DEWATER OF SEWAGE CAKE SLUDGE AT SOUTHERN REGION WATER RECLAMATION FACILITY LOCATED IN BOYNTON, USING DEWATERING EQUIPMENT SUPPLIED BY SUCCESSFUL BIDDER, AS SPECIFIED HEREIN.	GALLONS	1,000,000	\$ 0.046	\$ 46,000.00
TOTAL OFFER					\$ 374,600.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$374,000

Continued...

FIRM NAME: Synagro South, LLC

AWARD RECOMMENDATION
BID RE-CAP SHEET

BID #16-007IZG
BUYER: ZULMA GASCA 

TITLE: DEWATER, HAUL AND DISPOSE OF SEWAGE CAKE SLUDGE, TERM CONTRACT

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	PR - KP	11/19/15	AWARD POSTED ON WEBSITE		12/4/15
POSTING APPROVED		12/4/15	AWARD REMOVED FROM WEBSITE		
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET		12/4/15	COPY TO OSBA AND DEPARTMENT		

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

PREFERENCE CODES:
 "GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
 "LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
 "SBE" = SBE RANKING (10%)
 "NO LP" = MARTIN CO. - NO "LP" APPLIED

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
SYNAGRO SOUTH, LLC	\$374,000		SYNAGRO SOUTH, LLC	\$374,000		(1)
SWEETWATER ENVIRONMENTAL, INC	\$397,000		SWEETWATER ENVIRONMENTAL, INC	\$397,000		(3)

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS: SWEETWATER ENVIRONMENTAL, INC - NON RESPONSIVE TO TERM AND CONDITION #10, QUALIFICATION OF BIDDERS; UNRELIABLE EQUIPMENT.

Posting Period 12/4/15 - 12/11/15

BID RESPONSE
BID #16-007/ZG

DEWATER, HAUL AND DISPOSE OF SEWAGE CAKE SLUDGE, TERM CONTRACT

OPTION 1

DESCRIPTION	HOURLY RATE (8 HOURS MINIMUM)
ELECTRIC POWER PROVIDED BY SUCCESSFUL BIDDER TO POWER ITS EQUIPMENT, UPON REQUEST, TO INCLUDE ALL LOCATIONS UNDER THIS CONTRACT, AS SPECIFIED HEREIN.	\$ <u>75.00</u> /HR.

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

NOTE: OPTION 1 SHALL NOT BE CONSIDERED IN THE EVALUATION OF THE AWARD BUT MUST BE COMPLETED IN ORDER TO BE RESPONSIVE TO THE SOLICITATION.

Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL ms

Acknowledge Qualification of Bidders information is included, per Term and Condition #10? YES/INITIAL ms

Acknowledge Criminal History Records Check requirement, per Term & Condition #11? YES/INITIAL ms

Acknowledge Insurance requirements, per Term and Condition #21? YES/INITIAL ms

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

Synagro South, LLC

DATE:

11/17/2015

* SIGNATURE: 

PRINT NAME: Michael Schwartz

PRINT TITLE: Vice President

ADDRESS: 435 Williams Court, Suite 100CITY/STATE: Baltimore, MDZIP CODE: 21220TELEPHONE # (813) 285-0680E-MAIL: mwolfe@synagro.com

TOLL FREE # ()

FAX #: (443) 489-9042

APPLICABLE

LICENSE(S)

NUMBER # M06000000941TYPE: Certificate of Good StandingFEDERAL ID # 76-0612567



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, PE. Interim City Manager-City Engineer
Jesus A. Merejo, Utility Systems Director-Interim Assistant City Manager
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Buyer

Agenda Item: Motion: Contract #20160199 Purchase and Repair of Valves at Glades WWTP

Submittal Date: 10/10/2016

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

BACKGROUND: The injection well at the Glades Wastewater Treatment Facility (GWTF) was constructed and put into service in 2009. Over the past seven years the volume of secondary effluent that the pumps are able to send down the well has been decreasing. Repairing the pumping constraint is a two prong solution combined of acidizing the well to remove organic build up and repairing six faulty hydraulic Bermad diaphragm valves. Over a period of time the buildup of suspended solids tend to clog some of the smaller boulder zone pours, it also clogs the hydraulic valves and their internal ports and rubber diaphragms as well. Before staff peruses the more expensive acidization of the well, utility staff recommends replacing the main 20" valve located directly on the injection well and rebuild the five (5) 16" valves located downstream of the reuse filter dosing pumps. The existing 20" injection well valve will be rebuilt, overhauled and used as a backup in the future.

By the end of this year, due to a Florida Department of Environmental Protection permit renewal requirement, all of the effluent going down the Glades injection well will be of reuse quality, so future fouling will be prolonged. Glades continues to have the capability of using the JEA Water Treatment Facility's injection well as a disposal route, which that option requires additional pumping.

ANALYSIS: Due to the urgency to maintain standby equipment as per Florida Department of Environmental Protection Rule, the valves order need to be expedited. Fluid Control Specialties, Inc. provided a proposal for the purchase of a new 20" main valve, the cost to rebuild the existing 20" main valve and rebuild five (5) 16" valves in the amount of \$79,060.00. Fluid Technology is the only sales representative and factory authorized supplier of Bermad control valves and OEM repair parts in South Florida. Due to a long lead time for the valve replacement and rebuild, time is of the essence.

FINANCIAL INFORMATION: Funds are available in the Renewal and Replacement Fund, Glades WWTP, Improvements O/T Buildings

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Good cause shown, Chapter 35.04 (c) approve Contract #20160199 for the purchase of a new main 20" valve, rebuild the existing 20" main valve and rebuild the five (5) 16" main valves with Fluid Control Specialties, Inc. in the amount of \$79,060.00. Estimated delivery time of eight (8) to nine (9) weeks.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: Glades Wastewater Treatment Facility. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities.

ATTACHMENTS: Visa authorization form, proposal, pictures

*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 11 2016

CITY MANAGER'S OFFICE



City of Port St. Lucie Utility Systems Department Warehouse Special Request Form

To: Utility Warehouse

From: Brad Macek, Department Head or Supervisor

WO# _____

Date: September 22, 2016

Please be advised that Senator (Rob) Hayes, of 3513 Glades Wastewater Division is authorized to order the materials listed below. If materials requested are non-stock items, please attach the vendor information (include address, phone number and contact person), all quotations and specify reason for need.

Reason: Loss of flow through valves could result in re-rating of facility. Immediate work by trained technician needed as part of returning to original capacities.

Vendor Information (Name, Address, Phone & Fax #): Fluid Control Specialties, Inc. (Beau Colton)

111 Maritime Drive
Sanford, FL 32771
Tel: (407)302-5611
Fax: (407)302-5612
www.fluidcontrolspect.com

DOES VENDOR TAKE VISA? Yes No

Part/Catalog #	Quantity	Description	Unit Price	Total	Account Code
Bermad Valve Rebuild Kit	1	20" 700 Main valve Buna-N Elastomers: Includes Diaphragm, seal disc seal, O-rings, all rubber parts.			438-3513-563000
Bermad Valve Rebuild Kit	5	16" 700 Main valve Buna-N Elastomers: Includes Diaphragm, seal disc seal, O-rings, all rubber parts.			
SERVICE	1	6 days of services with (2) Techs to includes labor, travel, and expenses with Lifting equipment and operators.			
Pre-existing		To rebuild(6)Bermad Valves: 20"& 16"		\$37,497.00	
Replace 20" Bermad Valve	1	WW-20-770-01-Y-C A5-EB-NN-UJ Bermad Rate of flow control valve w/closing speed control and visual indicator. Ductile Iron Y-Pattern Globe body, Stainless steel trim, Fusion Bonded Epoxy Interior and exterior, Orifice plate assembly, 150# Flanged.			
Service	1	3 days of service with (2) Techs to uninstall, reinstall, and start up.			
New installed		Replacing Old 20" Bermad valves		41,563.00	
		Total: \$79,060.00			

NOTE: If cost of item(s) is \$1,000 or over, then please attach 3 quotes. If not possible to obtain 3 quotes, then explain why. If sole source, please attach a letter from vendor stating this.

If a capital item, was the item(s) above approved in your capital budget for this fiscal year? Yes No
If not, then please explain: _____



111 Maritime Drive
 Sanford, FL
 UNITED STATES
 32771
 P:407-302-5611 F:407-302-5612
 www.fluidcontrolspec.com

Quote
 Lyndsey Anderson
 beau.colton@fc-spec.com
 Date: 09/19/2016
 Valid Till: 10/19/2016
 Quote Number: BW1005219
 FCS Project Number:

Account Name: City of Port St. Lucie Utilities
 Contact Name: Senator Hayes - 772-871-5430

BILL TO:
 City of Port St. Lucie Utilities
 121 SW Port St. Lucie Blvd
 Port St. Lucie
 FL 34984
 ATTN: Senator Hayes
 United States

SHIP TO:
 City of Port St. Lucie Utilities - Glades
 WWTF
 1001 SE Prineville Street
 Port St. Lucie
 FL 34983
 ATTN: Senator Hayes
 United States

 Please make PO out to Fluid Control Specialties
 111 Maritime Dr. Sanford, FL 32771

***First time orders for customers not on open account with Fluid Control Specialties may only be placed via Visa, MasterCard, or Discover or check in advance of shipment.
 ***To avoid 6% state and any applicable county surtax a sales tax exemption or resale certificates must be provided at time of purchase.

FCS Project:

S.No.	Product Details	Qty	Price	Total
1.	Bermad Valves - Rebuild	1	\$37,497.00	\$37,497.00

City of Port St. Lucie - Bermad Rebuild

Price Includes:

- Qty (1) 20" Bermad Main Valve Rebuild Kit
- Qty (5) 16" Bermad Main Valve Rebuild Kit
- Qty (2) Techs
- Qty (6) Days to include Labor, Travel, Expenses

Includes Lifting Equipment and operators

***16" - 20" 700 Series Repair Kit includes, Main Valve Buna-N Elastomers, includes Diaphragm, Seal Disc Seal, O-Rings, and all Rubber Parts.

2.	20" BERMAD Injection Well Valve and Installation	1	\$41,563.00	\$41,563.00
----	--	---	-------------	-------------

#W-20"-770-01-Y-C-A5-EB-MN-QI Bermad Rate-of-Flow Control Valve w/Closing Speed Control and Visual Indicator. Ductile Iron Y-Pattern Globe Body, Stainless Steel Trim, Fusion Bonded Epoxy Interior and Exterior, Orifice Plate Assembly, 150# Flanged.

Notes Clarifications:

- Qty (2) Techs
- Qty (3) Days Uninstall, Re-Install, Start-up.
- We include all required rigging, crane and hoisting.
- We included demo of top of the existing concrete pipe support and re-mount after installation of new valve

S.No.	Product Details	Qty	Price	Total
	--- We include removal and replacement of the existing control valve.			
	--- We have excluded all materials except Nuts, Bolts & Gasket Sets.			
	--- We excluded electrical services and connections.			
	--- We excluded painting and or coatings.			
	--- We have excluded all Lock-Out, Tag-Out, Shutdowns and Isolation of existing valve to be removed - This is to be completed by the owner.			

Sub Total	\$79,060.00
Tax	\$0.00
Grand Total	\$79,060.00

Please see T&C @ <http://www.fluidcontrolspect.com/>

Terms and Conditions - Please Reference FCS Project Number and Quote Number on all paper work.
 Quotation validity - 30 days from date shown. Prices quoted are net each. Quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirements for specific US content shall require a revised quotation. This proposal is based on the quantities and sizes listed. All pricing is formulated to include all items contained within the proposal. Any deviation from or manipulation of the scope proposed, will require a revised proposal. Standard manufacturer's warranty applies. Ask representative for details specific to products quoted.

- A: 20" Butterfly Valve
- B: 20" Flow Control Valve
- C: IW1 Pressure Transmitter and Gauge Panel
- D: IW1 Annulus Pressure Tank

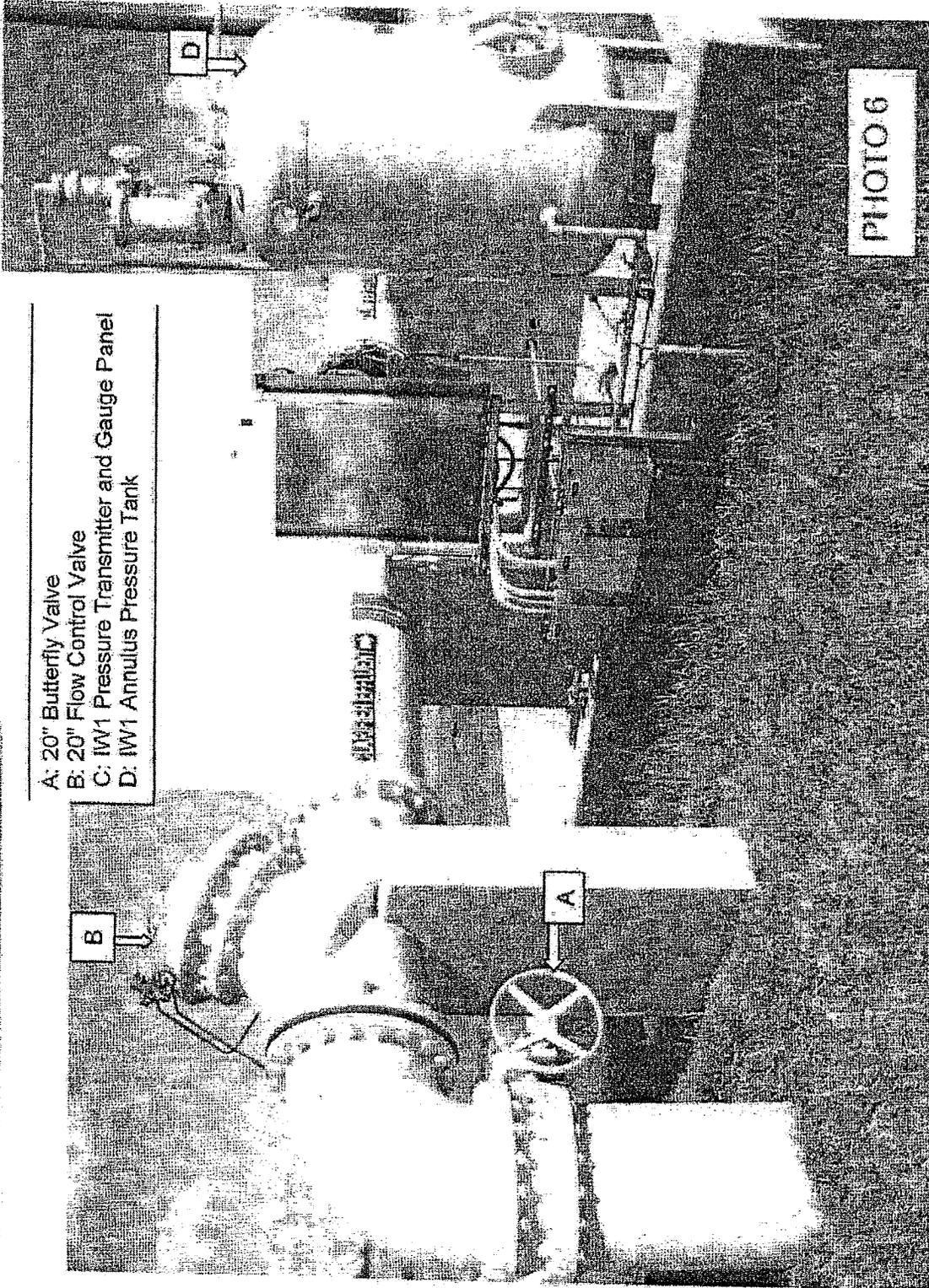
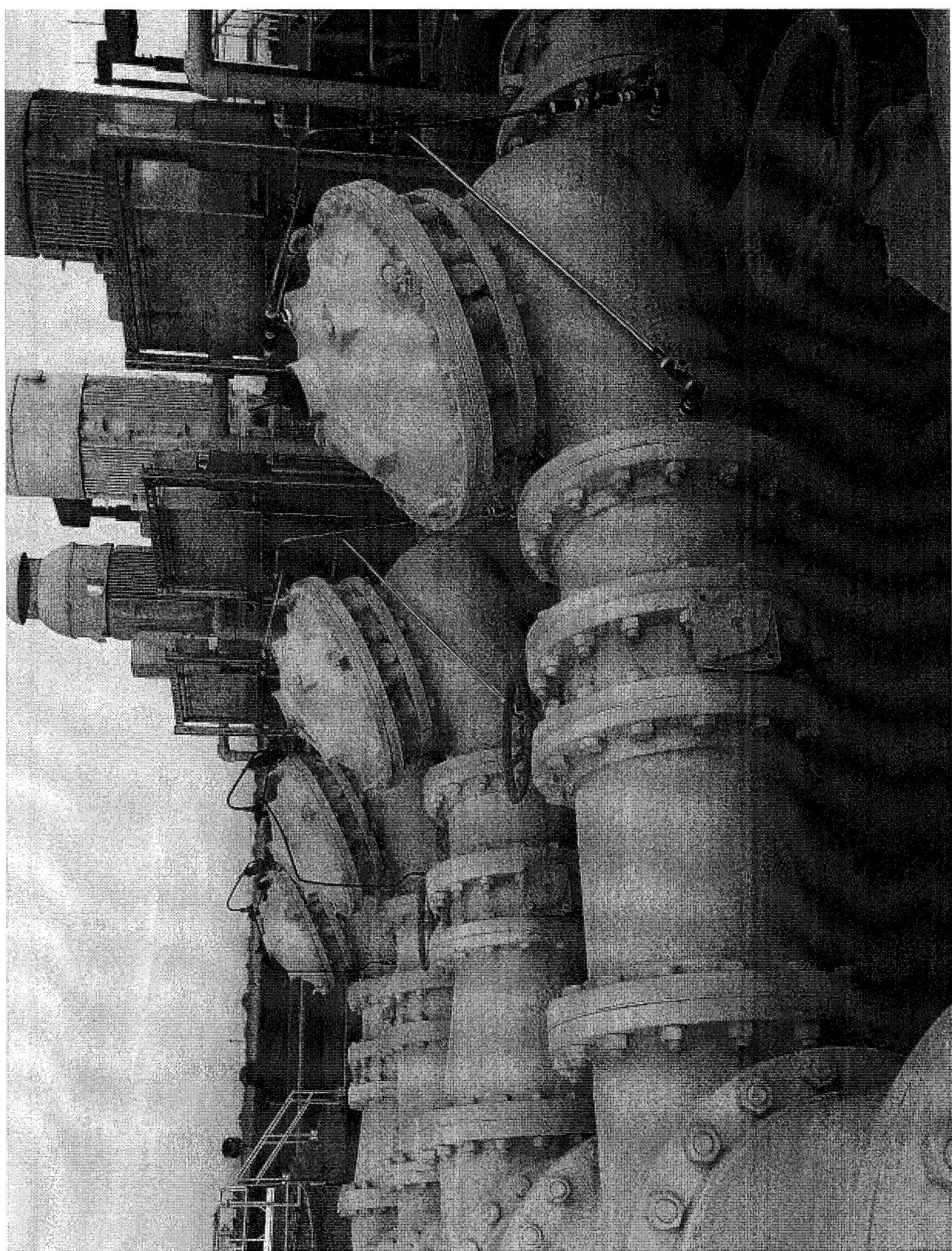
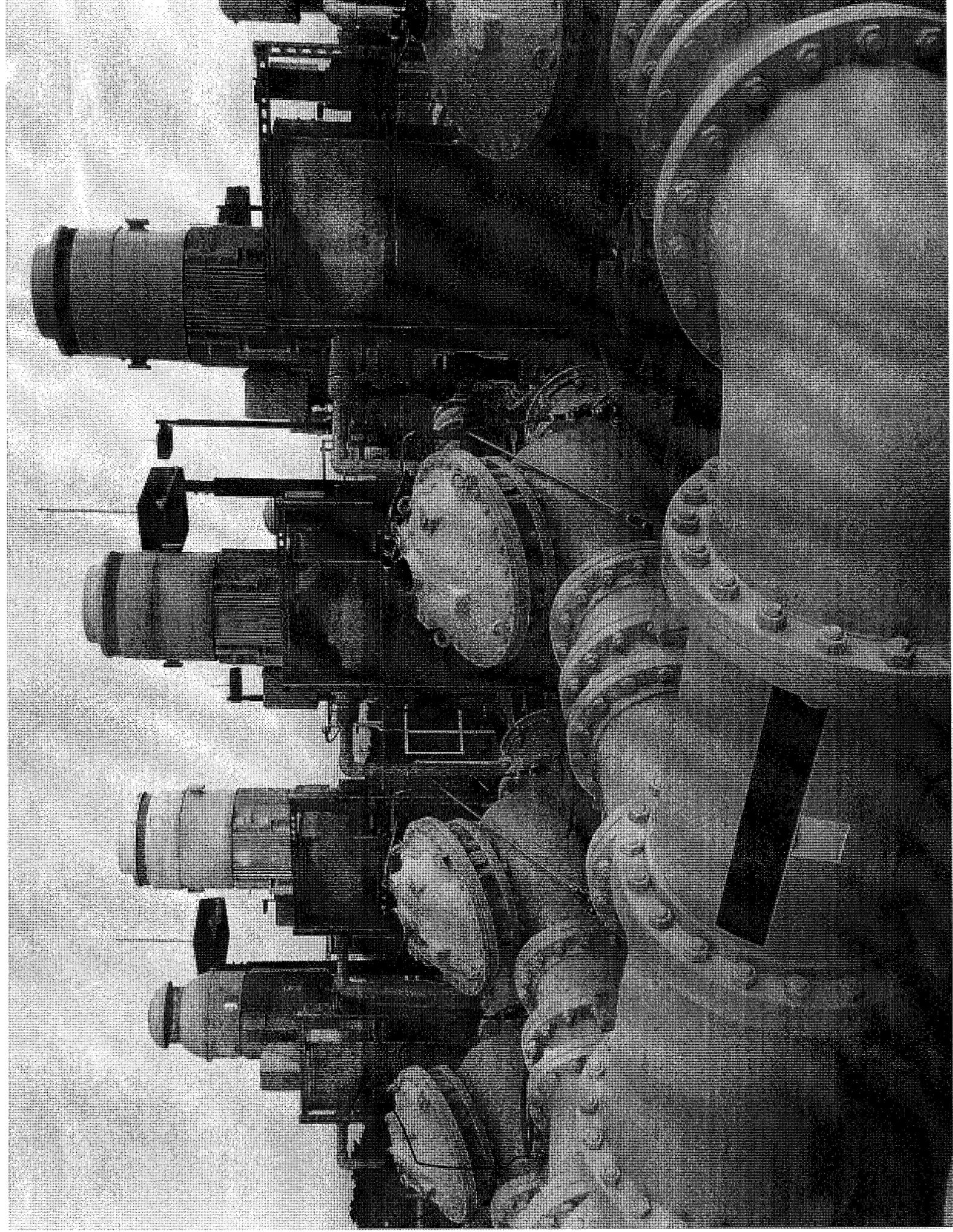


PHOTO 6

1









CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, P.E., Interim City Manager
Jesus Merejo – Interim Assistant City Manager

FROM: Carmen A. Capezzuto, Neighborhood Services Director

Agenda Item: Motion: Approve forgiveness of a portion or all of the housing program second mortgage loan for 302 NE Glentry Avenue, PSL requiring a good faith payoff at closing

Submittal Date: 10/14/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPAL B, RESPONSIVE TO THE COMMUNITY

BACKGROUND: Our client received \$33,299.72 for Repair/Rehabilitation assistance on their home at 302 NE Glentry Avenue, PSL, in February 2008. Since they were considered a low-income family of ten, their mortgage was forgiven at the rate of ten percent per year until thirty percent of the loan remained; the rest (\$13,319.89) is due and payable upon sale. The house is not in foreclosure, but the client had to move out of state due to a job transfer. The company where Mr. Murray Sr. has worked for the past 16 years is closing down and in order to retain his employment with the company he was expected to relocate. The home is under contract with a qualified buyer and has a pending closing date of November 9, 2016. The client has asked for a partial or total forgiveness of our loan in order to move forward with a closing.

ANALYSIS: The first mortgage payoff is \$150,983.14 which includes interest and unpaid principal balance. The home is under contract for \$165,900 and the just/market value on the property appraiser's web site is \$96,400. The Preliminary Closing Disclosure states that the client would receive \$595.53 at this time from the sale of their home. The client has indicated in the Hardship Letter that the City can receive any funds that they would be receiving at closing which is a maximum of \$595.53. Our housing assistance program policies allow for the client to request review of the file and approval of forgiveness of all or a portion of the city's loan by City Council.

FINANCIAL INFORMATION: The total amount of \$13,319.89 is owed on Port St Lucie's housing assistance loan.

LEGAL INFORMATION: No legal approval needed.

STAFF RECOMMENDATION: Approve forgiveness of up to \$13,319.89, subject to the final closing figures, which is 40% of the housing program mortgage in order to allow for the sale to move forward.

SPECIAL CONSIDERATION: The contract has a closing date of no later than November 9, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Copies of sales contract, payoff for the first mortgage loan, property appraiser card, hardship letter, preliminary closing disclosure and 3 comparable sales

RECEIVED

OCT 14 2016

CITY MANAGER'S OFFICE

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

1* **PARTIES:** Justin K Murray and Angela Murray ("Seller"),
2* and Ronald Beauford ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And
5 Purchase and any riders and addenda ("Contract");

6 **1. PROPERTY DESCRIPTION:**
7* (a) Street address, city, zip: 302 NE Gentry Avenue, Port St Lucie, FL 34983
8* (b) Property is located in: St Lucie County, Florida. Real Property Tax ID No.: 342062503770001
9* (c) Real Property: The legal description is Port St Lucie-Section 26-Blk 468 Lot 6

10
11
12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items
16 which are owned by Seller and existing on the Property as of the date of the initial offer are included in the
17 purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),
18 drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security
19 gate and other access devices, and storm shutters/panels ("Personal Property").
20* Other Personal Property items included in this purchase are: Washer, electric water heater

21
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.
23* (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

Sep 24, 2016

RAB

JM
09/22/16
2:05PM EDT

AM
09/22/16
2:14PM EDT

\$165,900

24
25
26* **2. PURCHASE PRICE** (U.S. currency): \$ 160,000

27* (a) Initial deposit to be held in escrow in the amount of (checks subject to COLLECTION) \$ 1000

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) accompanies offer or (ii) is to be made within 3 (if left
blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Information: Name: Michael McNicholas
Address: _____

Phone: 772-286-1700 E-mail: _____ Fax: _____

34* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
35* days after Effective Date
36* (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

JM
09/22/16
2:05PM EDT

AM
09/22/16
2:14PM EDT

\$165,900

37* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 6 \$ 160,000

38* (d) Other: RAB

39* (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire Sep 24, 2016
40* transfer or other COLLECTED funds \$ -1000

NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* 09/23/16, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned
46 to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the
47 day the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 **4. CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on 11/09/16 ("Closing Date"), at the time established by the Closing Agent.

53 **5. EXTENSION OF CLOSING DATE:**

54 (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due
55 to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"),
56 then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such
57 period shall not exceed 10 days.

58 (b) If extreme weather or other condition or event constituting "Force Majeure" (see STANDARD G) causes: (i)
59 disruption of utilities or other services essential for Closing or (ii) Hazard, Wind, Flood or Homeowners'
60 insurance, to become unavailable prior to Closing, Closing shall be extended a reasonable time up to 3 days
61 after restoration of utilities and other services essential to Closing and availability of applicable Hazard, Wind,
62 Flood or Homeowners' insurance. If restoration of such utilities or services and availability of insurance has
63* not occurred within _____ (if left blank, then 14) days after Closing Date, then either party may terminate
64 this Contract by delivering written notice to the other party, and Buyer shall be refunded the Deposit, thereby
65 releasing Buyer and Seller from all further obligations under this Contract.

66 **6. OCCUPANCY AND POSSESSION:**

67 (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of
68 the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have
69 removed all personal items and trash from the Property and shall deliver all keys, garage door openers,
70 access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer
71 assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for
72 maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of
73 time of taking occupancy.

74* (b) **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is
75 subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the
76 facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall
77 be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion,
78 that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by
79 delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller,
80 and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under
81 this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property
82 is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

83* **7. ASSIGNABILITY: (CHECK ONE):** Buyer may assign and thereby be released from any further liability under
84* this Contract; may assign but not be released from liability under this Contract; or may not assign this
85 Contract.

86 **FINANCING**

87 **8. FINANCING:**

88* (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to
89 Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer
90 acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not
91 affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

92* (b) This Contract is contingent upon Buyer obtaining a written loan commitment for a conventional FHA
93* VA or other _____ (describe) loan on the following terms within 45 (if left blank, then 45)
94* days after Effective Date ("Loan Commitment Date") for **(CHECK ONE):** fixed, adjustable, fixed or
95* adjustable rate loan in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed mkt %
96* (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of 30 (if left blank,
97 then 30) years ("Financing").

98* Buyer shall make mortgage loan application for the Financing within 5 (if left blank, then 5) days after
99 Effective Date and use good faith and diligent effort to obtain a written loan commitment for the Financing ("Loan
100 Commitment") and thereafter to close this Contract. Buyer shall keep Seller and Broker fully informed about the
101 status of mortgage loan application and Loan Commitment and authorizes Buyer's mortgage broker and Buyer's
102 lender to disclose such status and progress to Seller and Broker.

103
104 Upon Buyer's receipt of Loan Commitment, Buyer shall provide written notice of same to Seller. If Buyer does not
105 receive Loan Commitment by Loan Commitment Date, then thereafter either party may cancel this Contract **up to**
106 **the earlier of:**

Buyer's Initials RAB
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Seller's Initials

GM
09/22/16
2:05PM EDT

AM
09/22/16
2:14PM EDT

- 107 (i.) Buyer's delivery of written notice to Seller that Buyer has either received Loan Commitment or elected
- 108 to waive the financing contingency of this Contract; or
- 109 (ii.) 7 days prior to the Closing Date specified in Paragraph 4, which date, for purposes of this Paragraph
- 110 8(b)(ii), shall not be modified by Paragraph 5(a).

111 If either party timely cancels this Contract pursuant to this Paragraph 8 and Buyer is not in default under the terms
 112 of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further
 113 obligations under this Contract. If neither party has timely canceled this Contract pursuant to this Paragraph 8,
 114 then this financing contingency shall be deemed waived by Buyer.

115 If Buyer delivers written notice of receipt of Loan Commitment to Seller and this Contract does not thereafter
 116 close, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default; (2) Property related
 117 conditions of the Loan Commitment have not been met (except when such conditions are waived by other
 118 provisions of this Contract); (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms
 119 of the Loan Commitment; or (4) the loan is not funded due to financial failure of Buyer's lender, in which event(s)
 120 the Deposit shall be returned to Buyer, thereby releasing Buyer and Seller from all further obligations under this
 121 Contract.

- 122* (c) Assumption of existing mortgage (see rider for terms).
- 123* (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

124 **CLOSING COSTS, FEES AND CHARGES**

125 **9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:**

126 (a) **COSTS TO BE PAID BY SELLER:**

- 127 • Documentary stamp taxes and surtax on deed, if any
- 128 • Owner's Policy and Charges (if Paragraph 9(c) (i) is checked)
- 129 • Title search charges (if Paragraph 9(c) (iii) is checked)
- 130* • Municipal lien search (if Paragraph 9(c) (i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

131 If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11
 132 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at
 133 Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall
 134 pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

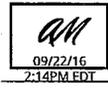
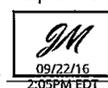
135 (b) **COSTS TO BE PAID BY BUYER:**

- 136 • Taxes and recording fees on notes and mortgages
- 137 • Recording fees for deed and financing statements
- 138 • Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- 139 • Survey (and elevation certification, if required)
- 140 • Lender's title policy and endorsements
- 141 • HOA/Condominium Association application/transfer fees
- 142 • Municipal lien search (if Paragraph 9(c) (ii) is checked)
- 143* • Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c) (iii) is checked.)

144* (c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked,
 145 then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a
 146 Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title
 147 Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be
 148 obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property,
 149 a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title
 150 policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as
 151 set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be
 152 calculated and allocated in accordance with Florida law, but may be reported differently on certain federally
 153 mandated closing disclosures and other closing documents.

154 **(CHECK ONE):**

- 155* (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the
 156 premium for Buyer's lender's policy and charges for closing services related to the lender's policy,
 157 endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other
 158 provider(s) as Buyer may select; or
- 159* (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing
 160 services related to Buyer's lender's policy, endorsements and loan closing; or
- 161* (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's
 162 policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title

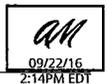
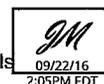


- 163 evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search;
 164 and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for
 165 Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more
 166* than \$ _____ (if left blank, then \$200.00) for abstract continuation or title search ordered or
 167 performed by Closing Agent.
- 168 (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property
 169 surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real
 170 Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- 171* (e) **HOME WARRANTY:** At Closing, Buyer Seller N/A shall pay for a home warranty plan issued by
 172* _____ at a cost not to exceed \$ _____. A home
 173 warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in
 174 appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- 175 (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body
 176 ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and
 177 ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an
 178 improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being
 179 imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may
 180 be paid in installments (**CHECK ONE**):
 181* (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing.
 182 Installments prepaid or due for the year of Closing shall be prorated.
 183* (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
 184 IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
 185 This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district
 186 (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

187 **DISCLOSURES**

188 **10. DISCLOSURES:**

- 189 (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in
 190 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 191 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding
 192 radon and radon testing may be obtained from your county health department.
- 193 (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure,
 194 Seller does not know of any improvements made to the Property which were made without required permits
 195 or made pursuant to permits which have not been properly closed.
- 196 (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned
 197 or desires additional information regarding mold, Buyer should contact an appropriate professional.
- 198 (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood
 199 zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to
 200 improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"
 201 or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish
 202 and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s)
 203 and /or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance
 204 coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C.
 205* §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank,
 206 then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and
 207 Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of
 208 buildings and flood zone designation of Property. The National Flood Insurance Program may assess
 209 additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures
 210 (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an
 211 elevation certificate may be required for actuarial rating.
- 212 (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information
 213 Brochure required by Section 553.996, F.S.
- 214 (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is
 215 mandatory.
- 216 (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS**
 217 **CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS'**
 218 **ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**



219 (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED
221 TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY
222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN
223 HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT
224 THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

225 (i) **FIRPTA TAX WITHHOLDING:** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by
226 the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA,
227 which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can
228 provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform
229 Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining
230 to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective
231 rights, obligations, reporting and withholding requirements pursuant to FIRPTA.

232 (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which
233 are not readily observable and which have not been disclosed to Buyer. Except as provided for in the
234 preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either
235 express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in
236 writing Seller has received no written or verbal notice from any governmental entity or agency as to a
237 currently uncorrected building, environmental or safety code violation.

238 **PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS**

239 **11. PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the
240 Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS
241 IS Maintenance Requirement").

242 **12. PROPERTY INSPECTION; RIGHT TO CANCEL:**

243* (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 15 (if left blank, then 15)
244 days after Effective Date ("Inspection Period") within which to have such inspections of the Property
245 performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole
246 discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by
247 delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer
248 timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and
249 Seller shall be released of all further obligations under this Contract; however, Buyer shall be
250 responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the
251 Property resulting from such inspections, and shall provide Seller with paid receipts for all work done
252 on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer
253 exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property
254 and any violation of governmental, building, environmental, and safety codes, restrictions, or
255 requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be
256 responsible for any and all repairs and improvements required by Buyer's lender.

257 (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date
258 prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through
259 (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of
260 Personal Property are on the Property and to verify that Seller has maintained the Property as required by the
261 AS IS Maintenance Requirement and has met all other contractual obligations.

262 (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's
263 inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to
264 Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control
265 relating to improvements to the Property which are the subject of such open or needed Permits, and shall
266 promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to
267 resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary
268 authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates
269 of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or
270 become obligated to expend, any money.

271 (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and
272 cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties
273 to Buyer.

274 **ESCROW AGENT AND BROKER**

275 **13. ESCROW AGENT:** Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds
276 and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow
277 within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions
278 of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting
279 demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent
280 may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties
281 or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow
282 until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall
283 determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction
284 of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such
285 action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate,
286 except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate
287 broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve
288 escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.
289 Any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder,
290 or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable
291 attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent.
292 Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is
293 due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing
294 or termination of this Contract.

295 **14. PROFESSIONAL ADVICE; BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition,
296 square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate
297 professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property
298 and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the
299 Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or
300 public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
301 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND**
302 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL,**
303 **WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each
304 individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and
305 employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees
306 at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection
307 with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of
308 information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or
309 failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task
310 beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral,
311 recommendation or retention of any vendor for, or on behalf of Indemnifying Party; (iv) products or services
312 provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such
313 vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors
314 and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not
315 relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14,
316 Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this
317 Contract.

318 **DEFAULT AND DISPUTE RESOLUTION**

319 **15. DEFAULT:**
320 (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract,
321 including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the
322 Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this
323 Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further
324 obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity
325 to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon

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326 default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however,
327 Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to
328 pay to Cooperating Broker.

329 (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after
330 reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract,
331 Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting
332 from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific
333 performance.

334 This Paragraph 15 shall survive Closing or termination of this Contract.

335 **16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and
336 Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be
337 settled as follows:

338 (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to
339 resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph
340 16(b):

341 (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida
342 Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules").
343 The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be
344 sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16
345 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph
346 16 shall survive Closing or termination of this Contract;

347 **17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted
348 by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in
349 conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to
350 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
351 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

352 **STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")**

353 **18. STANDARDS:**

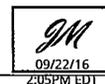
354 **A. TITLE:**

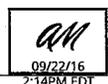
355 (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in
356 Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto,
357 shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by
358 Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title
359 insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the
360 Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land
361 use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters
362 appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of
363 record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property
364 lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes
365 for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if
366 additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**.
367 If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title
368 defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The
369 Florida Bar and in accordance with law.

370 (ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify
371 Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and
372 it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after
373 date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period")
374 after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify
375 Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller
376 will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties
377 will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of
378 Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after
379 expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to
380 exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects
381 ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

382 Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's
383 receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby
384 releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller
385 is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer
386 shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this
387 Contract.

388 **B. SURVEY:** If Survey discloses encroachments on the Real Property or that improvements located thereon
389 encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable
390 governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of
391 such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later
392 than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and
393 Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a
394 prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the
395 preparation of such prior survey, to the extent the affirmations therein are true and correct.

396 **C. INGRESS AND EGRESS:** Seller represents that there is ingress and egress to the Real Property and title to
397 the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of
398 access.

399 **D. LEASE INFORMATION:** Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from
400 tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security
401 deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s)
402 the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit
403 and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or
404 Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to
405 Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice
406 to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating
407 this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations
408 under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's
409 obligations thereunder.

410 **E. LIENS:** Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing
411 statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or
412 repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been
413 improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all
414 general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth
415 names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all
416 charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages
417 have been paid or will be paid at Closing.

418 **F. TIME:** Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.**
419 Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or
420 dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or
421 occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the
422 Property is located) of the next business day.

423 **G. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be
424 liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused
425 or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God,
426 unusual transportation delays, wars, insurrections, and acts of terrorism, and which, by exercise of reasonable
427 diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods,
428 including Closing Date, will be extended for the period that the Force Majeure prevents performance under this
429 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more
430 than 14 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to
431 the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further
432 obligations under this Contract.

433 **H. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty, trustee's,
434 personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters
435 described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be
436 transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in
437 this Contract.

438 **I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:**

Buyer's Initials RAB
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Seller's Initials


09/22/16
2:05PM EDT


09/22/16
2:14PM EDT

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

439. (i) **LOCATION:** Closing will take place in the county where the Real Property is located at the office of the
440. attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title
441. insurance, or, if no title insurance, designated by Seller. Closing may be conducted by mail or electronic means.

442. (ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of
443. sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien
444. affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer
445. with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as
446. applicable the survey, flood elevation certification, and documents required by Buyer's lender.

447. (iii) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment
448. provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing
449. procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all**
450. **closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

451. **J. ESCROW CLOSING PROCEDURE:** If Title Commitment issued pursuant to Paragraph 9(c) does not provide
452. for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following
453. escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent
454. for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault
455. of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days
456. from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit
457. and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and,
458. simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-
459. convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely
460. demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening
461. defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

462. **K. PRORATIONS; CREDITS:** The following recurring items will be made current (if applicable) and prorated as
463. of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes
464. (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents
465. and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if
466. assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may
467. be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will
468. be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated
469. based on current year's tax with due allowance made for maximum allowable discount, homestead and other
470. exemptions. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is
471. available, taxes will be prorated based upon such assessment and prior year's millage. If current year's
472. assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements
473. on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st
474. of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be
475. agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an
476. informal assessment taking into account available exemptions. A tax proration based on an estimate shall, at
477. either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive
478. Closing.

479. **L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH:** Seller
480. shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections,
481. including a walk-through (or follow-up walk-through if necessary) prior to Closing.

482. **M. RISK OF LOSS:** If, after Effective Date, but before Closing, Property is damaged by fire or other casualty
483. ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does
484. not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed
485. pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated
486. cost to complete restoration (not to exceed 1.5% of Purchase Price), will be escrowed at Closing. If actual cost of
487. restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase
488. Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of
489. Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the
490. Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation
491. with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

492. **N. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with
493. Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall
494. cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided,

Buyer's Initials RAB
FloridaRealtors/FloridaBar-ASIS-4x

Seller's Initials


09/22/16
2:14PM EDT


09/22/16
2:05PM EDT

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

495 however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be
496 contingent upon, nor extended or delayed by, such Exchange.

497 **O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT**
498 **EXECUTION:** Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall
499 be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest.
500 Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery
501 given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be
502 as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal
503 delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and
504 any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use
505 of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

506 **P. INTEGRATION; MODIFICATION:** This Contract contains the full and complete understanding and agreement
507 of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or
508 representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or
509 change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties
510 intended to be bound by it.

511 **Q. WAIVER:** Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this
512 Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or
513 rights.

514 **R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS:** Riders, addenda, and typewritten
515 or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

516 **S. COLLECTION or COLLECTED:** "COLLECTION" or "COLLECTED" means any checks tendered or
517 received, including Deposits, have become actually and finally collected and deposited in the account of
518 Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents
519 may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's
520 accounts.

521 **T. LOAN COMMITMENT:** "Loan Commitment" means a statement by the lender setting forth the terms and
522 conditions upon which the lender is willing to make a particular mortgage loan to a particular borrower. Neither a
523 pre-approval letter nor a prequalification letter shall be deemed a Loan Commitment for purposes of this Contract.

524 **U. APPLICABLE LAW AND VENUE:** This Contract shall be construed in accordance with the laws of the State
525 of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the
526 county where the Real Property is located.

527 **V. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** If a seller of U.S. real property is a
528 "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires the buyer of the real
529 property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount
530 to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has
531 obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the
532 complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding
533 compliance, particularly if an "exemption" is claimed on the sale of residential property for \$300,000 or less.

534 (i) No withholding is required under Section 1445 if the Seller is not a "foreign person," provided Buyer accepts
535 proof of same from Seller, which may include Buyer's receipt of certification of non-foreign status from Seller,
536 signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S.
537 taxpayer identification number and home address (or office address, in the case of an entity), as provided for in
538 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller
539 on the transfer and timely remit said funds to the IRS.

540 (ii) If Seller has received a Withholding Certificate from the IRS which provides for reduced or eliminated
541 withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced
542 sum, if any required, and timely remit said funds to the IRS.

543 (iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and
544 has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been
545 received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by
546 Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the
547 funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated
548 by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or
549 remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

550 (iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this
551 transaction, Seller shall deliver to Buyer, at Closing, the additional COLLECTED funds necessary to satisfy the

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under, or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (Check if applicable):

- A. Condominium Rider
B. Homeowners' Assn.
C. Seller Financing
D. Mortgage Assumption
E. FHA/VA Financing
F. Appraisal Contingency
G. Short Sale
H. Homeowners/Flood Ins.
J. Interest-Bearing Acct.
K. RESERVED
L. RESERVED
M. Defective Drywall
N. Coastal Construction Control Line
O. Insulation Disclosure
P. Lead Paint Disclosure (Pre-1978)
Q. Housing for Older Persons
R. Rezoning
S. Lease Purchase/ Lease Option
T. Pre-Closing Occupancy
U. Post-Closing Occupancy
V. Sale of Buyer's Property
W. Back-up Contract
X. Kick-out Clause
Y. Seller's Attorney Approval
Z. Buyer's Attorney Approval
AA. Licensee Property Interest
BB. Binding Arbitration

20. ADDITIONAL TERMS: RE/MAX Ultimate Realty charges a fixed commission in the amount of 399.00 at the time of closing to buyers represented by our company. This fee is separate and apart from the listing or selling commission as per the listing/commission agreement and/or MLS. This is a Broker only commission from which the agent is not compensated. By law, this office must maintain and furnish upon request all documents related to your transaction for a period of 5 years.

Seller agrees to contribute up to 5% of the purchase price and apply towards all Buyers prepaids and closing cost.

Seller agrees to pay 3% of the purchase price and apply towards all Buyers prepaids and closing cost. Seller concession includes all title policy costs

Handwritten signatures and dates: JM 09/22/16 2:05PM EDT, AM 09/22/16 2:14PM EDT, RAB, Sep 24, 2016

COUNTER-OFFER/REJECTION

- Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
Seller rejects Buyer's offer.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions

Buyer's Initials RAB
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Seller's Initials JM AM 09/22/16 2:05PM EDT 09/22/16 2:14PM EDT

592 should be negotiated based upon the respective interests, objectives and bargaining positions of all interested
593 persons.

594 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO
595 BE COMPLETED.

597* Buyer: Ronald Beauford Date: Sep 21, 2016

598
599* Buyer: _____ Date: _____

600
601* Seller: Justin Murray dotloop verified 09/22/16 2:05PM EDT LMY-LT18-RAGK-CUGT Date: _____

602
603* Seller: Angela Murray dotloop verified 09/22/16 2:14PM EDT VD3H-HAIQ-OBLV-1GUE Date: _____

604
605 Buyer's address for purposes of notice Seller's address for purposes of notice
606* _____
607* _____
608* _____

609 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled
610 to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent
611 to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the
612 parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the
613 escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing
614 Broker to Cooperating Brokers.

615* Donna L Beard
616 **Cooperating Sales Associate, if any**

Janice Frasier / Julie Gaumont
Listing Sales Associate

617* REMAX Ultimate Realty
618 **Cooperating Broker, if any**

Keller Williams Realty
Listing Broker

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Justin K Murray Angela Murray (SELLER) and Ronald Beauford (BUYER) concerning the Property described as 302 NE Gentry Avenue, Port St Lucie, FL 34983

Buyer's Initials RAB

Seller's Initials  09/22/16 1:57PM EDT

 09/22/16 2:14PM EDT

M. DEFECTIVE DRYWALL

During the time Florida was experiencing building material shortages, some homes were built or renovated using drywall imported from or manufactured in China or elsewhere which reportedly emit levels of sulfur, methane and/or other volatile organic compounds that cause corrosion of air conditioner and refrigerator coils, copper tubing, electrical wiring, computer wiring and other household items as well as create noxious odors which may also pose health risks ("Defective Drywall").

1. **Seller's Knowledge:** Except as indicated below, Seller has no actual knowledge of the presence of Defective Drywall or the existence of any information, records, reports, or other documents pertaining to Defective Drywall affecting the Property: (describe all known Defective Drywall information and list all available documents pertaining to Defective Drywall and provide documents, if any, to Buyer before accepting Buyer's offer) _____

2. **Defective Drywall Inspection: (Check One):**

- (a) Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of Defective Drywall and accepts the Drywall in the Property in its existing condition.
- (b) Buyer, at Buyer's expense, may have a home inspector, licensed contractor or other licensed professional (if required by law) to conduct an inspection or risk assessment of the Property for the presence of Defective Drywall within 15 (if left blank, then 15) days from the Effective Date ("Drywall Inspection Period"). If the drywall inspection or risk assessment reveals the presence of Defective Drywall or reveals damage to the Property resulting from the Defective Drywall and the cost to remove/replace the Defective Drywall or damage resulting from the Defective Drywall exceeds \$ 100 (if left blank, \$500.00), Buyer may cancel this Contract by giving written notice to Seller on or before expiration of the Drywall Inspection Period. If Buyer timely terminates this Contract, the Deposit shall be refunded to Buyer; thereby releasing Buyer and Seller of all further obligations under this Contract, except as provided in Paragraph 3 below. If Buyer fails to timely cancel or fails to conduct the inspections permitted in this Paragraph, Buyer may not terminate this Contract pursuant to this Addendum.

IF NEITHER BOX IS CHECKED, THEN OPTION (b) SHALL BE DEEMED SELECTED.

3. **Repair of Inspection Damages to Property:** Buyer shall be responsible for prompt payment for such inspections and repair all damages to the Property resulting from the inspections.

4. **Professional Advice:** Buyer acknowledges that Broker has not conducted any independent investigations to verify the accuracy or completeness of any representations about Defective Drywall made by Broker or Seller. Buyer agrees to rely solely on Seller, professional inspectors, governmental agencies or any third parties retained by the Buyer regarding any issue related to Defective Drywall.

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Justin K Murray and Angela Murray (SELLER) and Ronald Beauford (BUYER) concerning the Property described as: 302 NE Gentry Avenue, Port St Lucie, FL 34983

Buyer's Initials RAB

Seller's Initials 

E. FEDERAL HOUSING ADMINISTRATION (FHA)/U.S. DEPARTMENT OF VETERANS AFFAIRS (VA)

1. DEFINITIONS:

- (a) "Contract" is the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase (2014 ed.), to which this Rider is attached and intended to amend.
- (b) "Property" is the Property which is the subject matter of this Contract.
- (c) "HUD" is the Department of Housing and Urban Development.
- (d) "Purchaser" is the Buyer named in this Contract.

2. INSPECTIONS AND APPRAISAL:

In addition to the requirements of Paragraph 12 of this Contract, Seller shall comply with applicable FHA or VA regulations regarding termite inspection, roof inspection, and appraisal repairs (collectively "Appraisal Repairs"). The cost to Seller for Appraisal Repairs shall not exceed \$ 0, which cost is in addition to the costs required to be paid under Paragraphs 9 (a) and 12 (b), (c) and (d).

3. (CHECK IF APPLICABLE): **FHA FINANCING:** It is expressly agreed that notwithstanding any other provisions of this Contract, the Purchaser shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$ \$165,900. The Purchaser shall have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. The Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

(a) **Fees, Prepayments:** Purchaser shall pay all loan expenses, except tax service fee which fee, if charged by Buyer's lender, shall be paid by Seller up to a maximum of \$ 0.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

(c) **Certification:** We, the undersigned Seller, Purchaser and Broker involved in this transaction each certify individually and jointly that the terms of this Contract are true and correct to the best of our knowledge and belief and that any other agreements entered into by any of these parties in connection with this transaction are part of, or attached to, this Contract.

4. (CHECK IF APPLICABLE): **VA FINANCING:** It is expressly agreed that, notwithstanding any other provision of this Contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the Property described herein, if this Contract purchase price or cost exceeds the reasonable value of the Property as established by the U.S. Department of Veterans Affairs. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of reasonable value established by the U.S. Department of Veterans Affairs.

(a) **Fees, Prepayments:** Seller shall pay for the WDO inspection and tax service, underwriting, and document preparation fees required by the lender, and for recording fees for assigning Purchaser's mortgage. Purchaser shall pay all prepayments and escrows for taxes, hazard insurance, flood insurance, when applicable.

(b) **Appraisal Repairs:** If the cost of Appraisal Repairs exceeds the limit imposed by Paragraph 2 above, Seller must, within 3 days after receiving notice of the excess cost, give Purchaser written notice of Seller's intention to pay some, all, or none of the excess amount. If Seller elects to pay less than the full amount of the excess cost, Purchaser may elect to pay the balance or cancel this Contract. Purchaser's election must be in writing and provided to Seller within 3 days after receiving written notice of Seller's election.

5. **ELECTION TO PROCEED WITH CONTRACT:** In the event Purchaser elects under Paragraph 3 or 4 above to proceed with this Contract without regard to the amount of reasonable value established by the Federal Housing Commissioner, U.S. Department of Veterans Affairs, or Direct Endorsement lender, such election must be made within 3 days after Purchaser receives the appraisal. (If Purchaser and Seller agree to adjust the sales price in response to an appraised value which is less than the sales price, a new rider is not required. However, the loan application package must include the original sales contract with the same price as shown on the above clause, along with the revised or amended sales contract.)

Ronald Beauford Sep 21, 2016
BUYER Date

Justin Murray dotloop verified 09/22/16 1:48PM EDT DV6W-BNVA-IH97-HAHU
SELLER Date

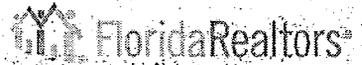
BUYER Date

Angela Murray dotloop verified 09/22/16 2:13PM EDT FIRH-MNO8-UJMW-FD32
SELLER Date

Donna Beard dotloop verified 09/27/16 9:37PM EDT 30TK-YIMG-7FAG-HYHQ
BROKER Date

Julie Gaumond dotloop verified 09/22/16 12:29PM EDT CVTB-FOSL-E7HW-O2CW
BROKER Date

Comprehensive Rider to the Residential Contract For Sale And Purchase



THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Justin Murray and Angela Murray (SELLER) and Ronald Beauford (BUYER)

concerning the Property described as 302 Northeast Gentry Avenue, Port Saint Lucie, FL 34983
Port St. Lucie - Section 26 - BLK 468 Lot 6 (Map 34/2 IN) (Or 1177-459)

Buyer's Initials			Seller's Initials		
	Sep 24, 2016			09/22/16 1:45PM EDT	09/22/16 2:14PM EDT

F. APPRAISAL CONTINGENCY

This Contract is contingent upon Buyer obtaining, at Buyer's expense, a written appraisal from a licensed Florida appraiser, on or before _____ (if left blank, then at least ten (10) days prior to Closing), stating that the appraised value of the Property is at least \$165,900 (if left blank, the Purchase Price). If the appraisal states that the appraised value of the Property is less than the above value, Buyer shall deliver a copy of such appraisal to Seller within 3 days after the above date and deliver written notice to Seller, either: a) terminating this Contract in which event the Deposit paid shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property, except as provided in Paragraph 8(b) if it is checked.

If Buyer fails to timely obtain an appraisal, or having timely obtained such appraisal fails to timely deliver notice of Buyer's exercise of the right to terminate granted above, this contingency shall be waived and removed, and Buyer shall continue with this Contract, without waiving any of Buyer's rights in Paragraph 8(b) if it is checked.

Addendum to Contract



Addendum No. 001 to the Contract dated 09/22/2016 between

Justin Murray and Angela Murray (Seller)

and Ronald Beauford (Buyer)

concerning the property described as: 302 Northeast Gentry Avenue, Port Saint Lucie, FL 34983

Port St. Lucie - Section 26 - BLK 468 Lot 6 (Map 34/2 IN) (Or 1177-459)

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and Seller agree that this contract is contingent upon the city of Port St. Lucie's approval of all or lesser amount than owed on mortgage

[Large empty rectangular box for additional terms and conditions]

Buyer:	<u>Ronald Beauford</u>	
Buyer:		
Seller:	<u>Justin Murray</u>	dotloop verified 09/22/16 1:58PM EDT JKCQ-OMEU-434N-DTXK
Seller:	<u>Angela Murray</u>	dotloop verified 09/22/16 2:14PM EDT VXHE-MHC7-DALV-XEZF

Date: Sep 24, 2016

Date: _____

Date: _____

Date: _____

Addendum to Contract



Addendum No. 002 to the Contract dated 09/22/2016 between

Justin Murray and Angela Murray (Seller)

and Ronald Beauford (Buyer)

concerning the property described as: 302 Northeast Gentry Avenue, Port Saint Lucie, FL 34983

Port St. Lucie - Section 26 - BLK 468 Lot 6 (Map 34/2 IN) (Or 1177-459)

(the "Contract"). Seller and Buyer make the following terms and conditions part of the Contract:

Buyer and Seller agree to split the cost of Owner's Title Policy

[Empty rectangular box for terms and conditions]

Buyer:	<i>Ronald Beauford</i>
Buyer:	
Seller:	<i>Justin Murray</i>
Seller:	<i>Angela Murray</i>

dotloop verified
09/24/16 8:49AM EDT
AEU6-DDKW-OGXB-GRVK

dotloop verified
09/24/16 11:34AM EDT
LIGT-ZCQM-CTRH-YYW

Date: Sep 24, 2016

Date: _____

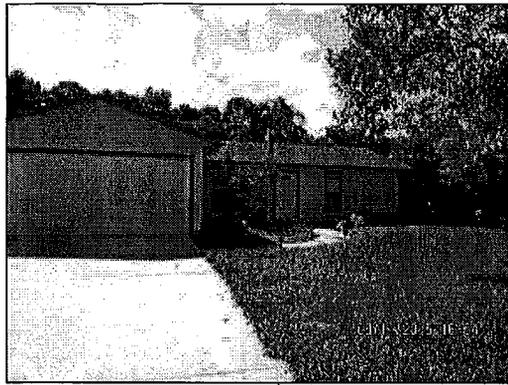
Date: _____

Date: _____

Residential Full Report

750 NE Galilean Street, Port Saint Lucie, FL 34983

List Price: \$164,900



MLS#: RX-10253818 St: Closed ✓
 Orig LP: \$175,000 Range Price: Type: Single Family Detached
 Area: 7170 Geo Area: SL04 List Price/SqFt: 127.82
 Legal Desc: PORT ST LUCIE-SECTION 26- BLK 459 LOT 26 (MAP 34/21N) (OR 3788-950)
 Subdivision: PORT ST LUCIE SECTION 26
 Development Name:
 Model Parcel ID: 342062501250000 Front Exp: E
 Name: Waterfrontage: Garage Spaces: 2
 Waterfront: No Multiple Ofrs Acptd: Carport Spaces:
 Lot 80 x Taxes: 1,217.37 Private Pool: Yes
 Dimensions: 125 Tax Year: 2015 REO: No
 Lot SqFt: 10,000 Special Assessment: Yes Short Sale Addendum: No
 HOPA: No Dock: Short Sale: No
 HOPA: Hopa Membership Fee Required: No Owner/Agent: No
 Zoning: RS-2

Virtual Tour:

Living Room	16 X 13	Family Room	17 X 12	Master Bedroom	15 X 12	LivSqFt: 1,290	Bedrooms: 3
Kitchen	9 X 8			Bedroom 2	10 X 10	SqFt - Total: 2,496	Baths - Full: 2
Dining Area	10 X 7			Bedroom 3	11 X 10	SqFt Source: Floor Plan	Baths - Half: 0
						Guest Hse:	Baths - Total: 2
						Yr Built: 1987	Pets Allowed: Yes
						Builder Name:	
						Built Desc: Resale	
						Pool Size: 30 x 15	

HOA/POA/COA (Monthly): 0	Bldg #: 1	Land Lease:	Mobile Home Size:
Governing Bodies: None	Total Floors/Stories: 1	Recreation Lease:	Decal #:
Homeowners Assoc: None	Total Units in Bldg:	Min Days to Lease:	Serial #:
Lease Times p/Year:	Ttl Units in Complex:		Brand Name:
Application Fee:	Unit Floor #: 1		Total Assessed Value:
	Membership Fee Amount:		

Auction: No

Directions: Airoso to Twylite, to left on Galilean.

Showing Instructions: Combo Lockbox; Schedule Online; See Brokers Remarks; Vacant

LO: 500214 Century 21 All Professional
 LM: 20014027 Edward Myers 772-342-0047 dreams_2@msn.com
 Com/BuyerAgt: 2.5% Comm/Non-Rep: \$50 Trans Brk: 2.5% Bonus: LD: 07/26/2016
 Var/Dual Rate: No List Type: Ex Rt List Off Agency: Transaction Broker
 Owner Name: CAMPBELL NORICE; CAMPBELL ELAI
 Broker Only Remarks: Schedule online. Vacant on lockbox.
 Any Broker Advertise: Yes

Design:
 Construction: Frame/Stucco View: Pool
 Unit Desc: Waterfront Details: None
 Flooring: Carpet; Ceramic Tile; Laminate Cooling: Central; Electric
 Furnished: Unfurnished Heating: Central; Electric
 Dining Area: Dining/Kitchen Security:
 Master Bedroom/Bath: Separate Shower Utilities: Cable; Electric Available; Public Sewer; Public Water
 Window Treatments: Blinds; Verticals Special Info: Sold As-Is
 Lot Description: < 1/4 Acre; Paved Road; Public Road Terms Considered: Cash; Conventional; FHA
 Private Pool: Auto Chlorinator; Equipment Included; Inground; Screened; Pool Size (W x L): 30 x 15 Parking: 2 Spaces; Driveway; Garage - Attached
 Storm Protection: Roof: Comp Shingle
 Restrict: None Taxes: City/County
 Rooms: Family Equestrian Features:
 Equip/App: Dishwasher; Dryer; Range - Electric; Refrigerator; Smoke Detector; Washer; Water Heater - Elec
 SubdivInfo: None
 Interior: Split Bedroom; Walk-in Closet
 Exterior: Fence; Screen Porch; Screened Patio; Shutters
 Maintenance Fee Incl:
 Original List Price: \$175,000
 Days On Market: 28 Cumulative DOM: 28
 Sold Price: 157,000 Sold Price Sqft: 121.71 Under Contract Date: 08/23/2016
 Selling Office: The K Company Realty, LLC 802518 Terms of Sale: Cash Sold Date: 09/30/2016
 Selling Agent: Nathan Brown; 276539066

Public Remarks: 3/2/2 Pool home located in a desirable location, close to schools, shopping, I-95, turnpike, and local beaches. New roof in 2005.
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Residential Full Report

262 NE Sagamore Terrace, Port Saint Lucie, FL 34983

List Price: \$169,000



MLS#: RX-10250939 St: Closed ✓
 Orig LP: \$169,000 ✓ Range Price: Type: Single Family Detached
 Area: 7170 Geo Area: SL04 List Price/SqFt: 116.63
 Legal Desc: PORT ST LUCIE-SECTION 26- BLK 466 LOT 3 (MAP 34/21N) (OR 3634-1142) County: St. Lucie
 Subdivision: PORT ST LUCIE SECTION 26
 Development Name:
 Model Parcel ID: 342062503120008 Front Exp: NE
 Name: Waterfrontage: Garage Spaces: 1
 Waterfront: No Multiple Ofrs Acptd: Carport Spaces: 0
 Lot SqFt: 10,000 Taxes: 1,219.85 Private Pool: No
 No Tax Year: 2015 REO: No
 HOPA: Hopa Special Assessment: Yes Short Sale Addendum: No
 Zoning: RS-2 Dock: Short Sale: No
 Membership Fee Required: No Owner/Agent: No

Virtual Tour:

Living Room 15 X 13 Master Bedroom 15 X 13 LivSqFt: 1,449 Bedrooms: 3
 Kitchen 10 X 9 Bedroom 2 11 X 10 SqFt - Total: 2,137 Baths - Full: 2
 Dining Room 13 X 12 Bedroom 3 11 X 10 SqFt Source: Tax Rolls Baths - Half: 0
 Guest Hse: Baths - Total: 2
 Yr Built: 1984 Pets Allowed: Yes
 Builder Name:
 Built Desc: Resale

HOA/POA/COA (Monthly): 0 Bldg #: Land Lease: Mobile Home Size:
 Governing Bodies: None Total Floors/Stories: 1 Recreation Lease: Decal #:
 Homeowners Assoc: None Total Units in Bldg: Min Days to Lease: Serial #:
 Lease Times p/Year: Ttl Units in Complex: Brand Name:
 Application Fee: Unit Floor #: Total Assessed Value:
 Membership Fee Amount:

Auction: No

Directions: Prima Vista to Airoso N to Sagamore E

Showing Instructions: Appointment Only; Call Listing Office

LO: 500406 Coldwell Banker/ Res. Real Est 772-344-7279
 LM: 53045012 Liliam A. Detore 772-342-6363 liliam.detore@floridamoves.com
 CLO: 500406 Coldwell Banker/ Res. Real Est
 CLM:20011153 Warren F Scott
 Com/BuyerAgt: 3% Comm/Non-Rep: 0% Trans Brk: 3% Bonus: No LD: 07/14/2016
 Var/Dual Rate: No List Type: Ex Rt List Off Agency: Transaction Broker

Owner Name: LANDRY NATHALIE

Broker Only Remarks: Home shows well, completed renovated. Seller is offering a 1 year home warranty for the buyers from AHS . Washer and dryer don't convey, but can be negotiable .Please provide POF or pre approval with offer on an AS IS contract . Measurements are approximated, buyer to verify .

Any Broker Advertise: No

Design: Ranch

Construction: Block; CBS

Unit Desc:

Flooring: Tile

Furnished: Unfurnished

Dining Area: Dining/Kitchen

Master Bedroom/Bath: Separate Shower

Window Treatments: Sliding

Lot Description: < 1/4 Acre

Storm Protection:

Restrict: None

Rooms: Attic; Family; Laundry-Inside

Equip/App: Dishwasher; Microwave; Range - Electric; Refrigerator; Smoke Detector; Storm Shutters; Water Heater - Elec

SubdivInfo: None

Interior: Laundry Tub; W/D Hookup; Walk-in Closet

Exterior: Open Patio; Open Porch; Shutters

Maintenance Fee Incl:

Original List Price: \$169,000

Days On Market: 12

Sold Price: 166,000

Selling Office: Keller Williams Realty of PSL 802428

Selling Agent: Naji Fellowes; 276538373

Cumulative DOM: 12

Sold Price Sqft: 114.56

Terms of Sale: Conventional

Under Contract Date: 07/26/2016

Sold Date: 09/02/2016

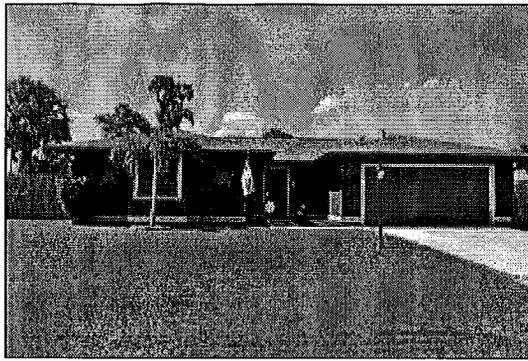
Public Remarks: Charming fully renovated CBS home in the heart of Port Saint Lucie. This sparkling home has brand new porcelain tile floors throughout, stainless appliances, a large formal dining area, 3 spacious bedrooms and 2 renovated bathrooms. The master bedroom comes with an adjoining bath with a new vanity and a new frameless glass shower door, the master also has a walk-in-closet . Separate laundry room with a sink . The yard has no direct back neighbor and provides privacy, there is also a concrete open patio .Great location about 20 minute drive to sandy beaches, near shopping, and great restaurants. Move in ready for new owner ! Seller is also giving a 1 year home warranty from AHS to the buyer at closing .

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Residential Full Report

381 NE Genesee Avenue, Port Saint Lucie, FL 34983

List Price: \$165,000



MLS#: RX-10243534 ✓ St: Closed ✓ Type: Single Family Detached
 Orig LP: \$165,000 ✓ Range Price: List Price/SqFt: 101.22
 Area: 7170 Geo Area: SL04 County: St. Lucie
 Legal Desc: PORT ST LUCIE-SECTION 26- BLK 464 LOT 14 (MAP 34/21N) (OR 3431-2052)
 Subdivision: PORT ST LUCIE SECTION 26
 Development Name:
 Model Parcel ID: 342062502800004 Front Exp: S
 Name: Waterfrontage: Garage Spaces: 2
 Waterfront: No Multiple Ofrs Acptd: Carport Spaces:
 Lot SqFt: 10,000 Taxes: 1,154.27 Private Pool: No
 No Tax Year: 2015 REO: No
 HOPA: Hopa Special Assessment: No Short Sale Addendum: No
 Zoning: RS-2 Dock: Short Sale: No
 Membership Fee Required: No Owner/Agent: No

Virtual Tour: <http://www.searchallproperties.com/listings/2224861/381-Northeast-Genesee-Avenue-Port-Saint-Lucie-FL/auto?ubd=1>

Living Room	23 X 14	Patio/Balcony	35 X 12	Master Bedroom	15.5 X 12	LivSqFt: 1,630	Bedrooms: 3
Kitchen	14 X 8			Bedroom 2	18.5 X 12.5	SqFt - Total: 2,479	Baths - Full: 2
Dining Room	14 X 11			Bedroom 3	12.9 X 7.8	SqFt Source: Tax Rolls	Baths - Half: 0
						Guest Hse:	Baths - Total: 2
						Yr Built: 1985	Pets Allowed: Yes
						Builder Name:	
						Built Desc: Resale	

HOA/POA/COA (Monthly): 0	Bldg #: 1	Land Lease:	Mobile Home Size:
Governing Bodies: None	Total Floors/Stories: 1	Recreation Lease:	Decal #:
Homeowners Assoc: None	Total Units in Bldg:	Min Days to Lease:	Serial #:
Lease Times p/Year:	Ttl Units in Complex:		Brand Name:
Application Fee:	Unit Floor #:		Total Assessed Value:
	Membership Fee Amount:		

Auction: No
 Directions: Airoso to NE Sagamore turn North follow down around bend 1st street after bend is Genesee turn Right to address 2nd house on right.

Showing Instructions: Appointment Only; Owner Occupied; Pets on Premises; Schedule Online; SUPRA

LO: 802699	Atlantic Shores Rlty Expertise	772-228-2111		
LM: 276534660	Dawn March Burlace	772-444-6696	dawnburlace@gmail.com	
CLO: 802699	Atlantic Shores Rlty Expertise	772-228-2111		
CLM: 276535161	Kevin Burlace, The Burlace Team	772-444-6695		
Com/Buyer Agt: 3%	Comm/Non-Rep: 3%	Trans Brk: 3%	772-444-6695	Burlaceteam@gmail.com
Var/Dual Rate: No	List Type: Ex Brk	List Off Agency: Transaction Broker	Bonus: No	LD: 06/15/2016

Owner Name: JOHNSON JAMES L; JOHNSON JENNI
 Broker Only Remarks: Owner Occupied Easy showing with 30 min notice. Pets on premises Flat Screen TV's & Trampoline do NOT convey Washer & Dryer and Electrified /AC'd Playhouse DO Convey Sellers got estimate for \$3500 to repair driveway offering \$5000 credit towards driveway repair or buyers can choose to use towards closing costs or just deduct from price. Septic recently pumped and serviced.

Any Broker Advertise: Yes

Design: Ranch	View:
Construction: Frame	Waterfront Details: None
Unit Desc:	Cooling: Ceiling Fan; Central
Flooring: Carpet; Laminate	Heating: Central
Furnished: Unfurnished	Security:
Dining Area:	Utilities: 3-Phase Electric; Public Water; Septic
Master Bedroom/Bath: Mstr Bdrm - Ground	Special Info:
Window Treatments: Blinds	Terms Considered: Cash; Conventional; FHA; VA
Lot Description: < 1/4 Acre	Parking: Garage - Attached
Storm Protection:	Roof: Comp Shingle
Restrict: None	Taxes: Homestead
Rooms: Laundry-Garage	Equestrian Features:
Equip/App: Auto Garage Open; Dryer; Range - Electric; Refrigerator; Washer; Water Heater - Elec	
SubdivInfo: None	
Interior: Entry Lvl Lvng Area; W/D Hookup	
Exterior: Covered Patio; Fence; Room for Pool; Screened Patio; Well Sprinkler	
Maintenance Fee Incl:	
Original List Price: \$165,000	Cumulative DOM: 4
Days On Market: 4	Sold Price Sqft: 102.45
Sold Price: 167,000	Terms of Sale: FHA
Selling Office: Waterfront Properties & Club C 303140	Under Contract Date: 06/19/2016
Selling Agent: Nicholas Richard Macy; 20019603	Sold Date: 07/28/2016

Public Remarks: Charming doesn't begin to describe this gem. 3 Bedrooms, 2 Bath, 2 Car Garage. Sellers offering \$5000 credit for driveway replace that was quoted at \$3500 or you can use that towards closing costs or just take off price. Wood floors, Giant 35' Screened in Patio, A/C'd Playhouse, Fenced Yard, Kitchen has Wide bar with Tons of counter space and Stainless Appliances. Newer Roof, Newer Waterheater Miami Dade rated Garage Door 2014, In Ground Well/Sprinkler. Great neighborhood surrounded by waterfront homes. Corner Lot behind is for sale if you want a really big yard.

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Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information

Date Issued
 Closing Date 11/9/2016
 Disbursement Date / /
 Settlement Agent McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
 File # 14365.01
 Property 302 NE Gentry Avenue
 Port Saint Lucie, Florida 34983
 Sales Price \$165,900.00

Transaction Information

Borrower Ronald Beauford
 302 NE Gentry Avenue
 Port Saint Lucie, Florida 34983
 Seller Justin K. Murray and Angela Murray,
 husband and wife
 Lender TBD

Loan Information

Loan Term 0 years
 Purpose Purchase
 Product
 Loan Type Conventional FHA
 VA
 Loan ID #
 MIC

Loan Terms

Can this amount increase after closing?

Loan Amount \$165,900.00 NO

Interest Rate 0.00% NO

Monthly Principal & Interest
 See Projected Payments below for your
 Estimated Total Monthly Payment NO

Does the loan have these features?

Prepayment Penalty NO

Balloon Payment NO

Projected Payments

Payment Calculation	Years 1 - 0		
Mortgage Insurance	+		
Estimated Escrow <i>Amount can increase over time</i>	+		
Estimated Total Monthly Payment			
Estimated Taxes, Insurance & Assessments <i>Amount can increase over time. See page 4 for details.</i>	a month	This estimate includes <input type="checkbox"/> Property Taxes <input type="checkbox"/> Homeowner's Insurance See Escrow Account on page 4 for details. You must pay for other property costs separately.	In Escrow? NO NO

Costs at Closing

Closing Costs	\$2,986.68	Includes \$1,850.73 in Loan Costs + \$1,135.95 in Other Costs - \$0 in Lender Credits. See page 2 for details.
Cash to Close	\$2,507.85	Includes Closing Costs. See Calculating Cash to Close on page 3 for details. <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower

Closing Cost Details

Loan Costs	Borrower-Paid		Seller-Paid		Paid By Others
	At Closing	Before Closing	At Closing	Before Closing	
A. Origination Fees					
01 0.00% of Loan Amount (Points)					
02					
03					
04					
B. Services Borrower Did Not Shop For					
01					
02					
03					
04					
C. Services Borrower Did Shop For		\$1,850.73			
01 Permit Search to Rapid Tax and Lien Search, Inc.	\$75.00				
02 Survey Fee to LandTech Surveying, Inc.	\$300.00				
03 Title - Closing Fee to McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.	\$375.00				
04 Title - Endorsement 8.1 to McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.	\$25.00				
05 Title - Endorsement 9.1 to McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.	\$92.95				
06 Title - Lender's Coverage Premium to McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.	\$904.50				
07 Title - Title Search to WFG National Title Insurance Company	\$75.00				
08 Title Surcharge to WFG National Title Insurance Company	\$3.28				
09					
D. TOTAL LOAN COSTS (Borrower-Paid)		\$1,850.73			
Loan Costs Subtotal (A + B + C)	\$1,850.73				
Other Costs					
E. Taxes and Other Government Fees		\$1,110.95			
01 Recording Fees Deed: \$27.00 Mortgage: \$171.50	\$198.50				
02 Transfer Taxes - Deed State to Clerk of the Circuit Court			\$1,161.30		
03 Transfer Taxes - Intangible Tax to Clerk of the Circuit Court	\$331.80				
04 Transfer Taxes - Mortgage State to Clerk of the Circuit Court	\$580.65				
05					
F. Prepays					
01 Homeowner's Insurance Premium					
02 Mortgage Insurance Premium					
03 Prepaid Interest (\$0.00 per day from 11/9/2016 to)					
04 Property Taxes					
05					
G. Initial Escrow Payment at Closing					
01 Homeowner's Insurance					
02 Mortgage Insurance					
03 Property Taxes					
04					
H. Other		\$25.00			
01 2016 Real Property Taxes to St. Lucie County Tax Collector			\$1,200.00		
02 Real Estate Commission (Buyer) to Re/Max Ultimate Realty			\$4,147.50		
03 Real Estate Commission (Seller) to Keller Williams Realty			\$3,318.00		
04 Title - Owner's Coverage Premium (Optional) to McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.	\$25.00				
05					
I. TOTAL OTHER COSTS (Borrower-Paid)		\$1,135.95			
Other Costs Subtotal (E + F + G + H)	\$1,135.95				
J. TOTAL CLOSING COSTS (Borrower-Paid)		\$2,986.68			
Closing Costs Subtotals (D + I)	\$2,986.68		\$9,826.80		
Lender Credits					

Calculating Cash To Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	\$0	\$2,986.68	YES • See Total Loan Costs (D) and Total Other Costs (I)
Closing Costs Paid Before Closing	\$0	\$0	NO
Closing Costs Financed (Paid from your Loan Amount)	\$0	\$0	NO
Down Payment/Funds from Borrower	\$0	\$0	NO
Deposit	\$0	-\$1,000.00	YES • You increased this payment. See details in Section L.
Funds for Borrower	\$0	\$0	NO
Seller Credits	-\$4,977.00	-\$4,977.00	NO
Adjustments and Other Credits	\$0	\$482.47	YES • See details in Section K.
Cash to Close	-\$4,977.00	-\$2,507.85	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing	\$169,369.15
01 Sale Price of Property	\$165,900.00
02 Sale Price of Any Personal Property Included in Sale	
03 Closing Costs Paid at Closing (J)	\$2,986.68

Adjustments

05
06
07

Adjustments for Items Paid by Seller in Advance

08 City/Town Taxes	to	
09 County Taxes	11/9/16 to 12/31/16	\$107.16
10 Assessments	to	
11 Non-Ad Valorem Assessments	11/9/16 to 9/30/17	\$375.31

L. Paid Already by or on Behalf of Borrowers at Closing

01 Deposit	\$1,000.00
02 Loan Amount	\$165,900.00
03 Existing Loan(s) Assumed or Taken Subject to	
04	
05 Seller Credit	\$4,977.00

Other Credits

06
07

Adjustments

08
09
10
11

Adjustments for Items Unpaid by Seller

12 City/Town Taxes	to	
13 County Taxes	to	
14 Assessments	to	
15		
16		
17		

CALCULATION

Total Due from Borrower at Closing (K)	\$169,369.15
Total Paid Already by or on Behalf of Borrower at Closing (L)	-\$171,877.00
Cash to Close <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower	\$2,507.85

SELLER'S TRANSACTION

M. Due to Seller at Closing	\$166,382.47
01 Sale Price of Property	\$165,900.00
02 Sale Price of Any Personal Property Included in Sale	
03	

Adjustments

05
06
07
08

Adjustments for Items Paid by Seller in Advance

09 City/Town Taxes	to	
10 County Taxes	11/9/16 to 12/31/16	\$107.16
11 Assessments	to	
12 Non-Ad Valorem Assessments	11/9/16 to 9/30/17	\$375.31

N. Due from Seller at Closing

01 Excess Deposit	
02 Closing Costs Paid at Closing (J)	\$12,315.30
03 Existing Loan(s) Assumed or Taken Subject to	
04 Payoff of First Mortgage Loan	\$150,983.14
05 Payoff of Second Mortgage Loan	

Other Credits

06	
07	
08 Seller Credit	\$4,977.00

Adjustments

09
10
11
12
13

Adjustments for Items Unpaid by Seller

14 City/Town Taxes	to	
15 County Taxes	to	
16 Assessments	to	
17		
18		
19		

CALCULATION

Total Due to Seller at Closing	\$166,382.47
Total Due from Seller at Closing	-\$165,786.94
Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Seller	\$595.53

Additional Information About This Loan

Loan Disclosures

Assumption

If you sell or transfer this property to another person, your lender

- will allow, under certain conditions, this person to assume this loan on the original terms.;
- will not allow assumption of this loan on the original terms.

Demand Feature

Your loan

- has a demand feature, which permits your lender to require early repayment of the loan. You should review your note for details.
- does not have a demand feature.

Late Payment

If your payment is more than 0 days late, your lender will charge a late fee of 0.0000 % of the monthly principal and interest payment.

Negative Amortization (Increase in Loan Amount)

Under your loan terms, you

- are scheduled to make monthly payments that do not pay all of the interest due that month. As a result, your loan amount will increase (negatively amortize), and your loan amount will likely become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- may have monthly payments that do not pay all of the interest due that month. If you do, your loan amount will increase (negatively amortize), and, as a result, your loan amount may become larger than your original loan amount. Increases in your loan amount lower the equity you have in this property.
- do not have a negative amortization feature.

Partial Payments

Your lender

- may accept payments that are less than the full amount due (partial payments) and apply them to your loan.
- may hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- does not accept any partial payments.

If this loan is sold, your new lender may have a different policy.

Security Interest

You are granting a security interest in

302 NE Gentry Avenue
Port Saint Lucie, Florida 34983

You may lose this property if you do not make your payments or satisfy other obligations for this loan.

Escrow Account

For now, your loan

- will have an escrow account (also called an "impound" or "trust" account) to pay the property costs listed below. Without an escrow account, you would pay them directly, possibly in one or two large payments a year. Your lender may be liable for penalties and interest for failing to make a payment.

Escrow

Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your escrowed property costs:
Non-Escrowed Property Costs over Year 1		Estimated total amount over year 1 for your non-escrowed property costs: You may have other property costs.
Initial Escrow Payment		A cushion for the escrow account you pay at closing. See Section G on page 2.
Monthly Escrow Payment		The amount included in your total monthly payment.

- will not have an escrow account because you declined it your lender does not offer one. You must directly pay your property costs, such as taxes and homeowner's insurance. Contact your lender to ask if your loan can have an escrow account.

No Escrow

Estimated Property Costs over Year 1		Estimated total amount over year 1. You must pay these costs directly, possibly in one or two large payments a year.
Escrow Waiver Fee		

In the future,

Your property costs may change and, as a result, your escrow payment may change. You may be able to cancel your escrow account, but if you do, you must pay your property costs directly. If you fail to pay your property taxes, your state or local government may (1) impose fines and penalties or (2) place a tax lien on this property. If you fail to pay any of your property costs, your lender may (1) add the amounts to your loan balance, (2) add an escrow account to your loan, or (3) require you to pay for property insurance that the lender buys on your behalf, which likely would cost more and provide fewer benefits than what you could buy on your own.

Loan Calculations

Total of Payments. Total you will have paid after you make all payments of principal, interest, mortgage insurance, and loan costs, as scheduled.	
Finance Charge. The dollar amount the loan will cost you.	
Amount Financed. The loan amount available after paying your upfront finance charge.	
Annual Percentage Rate (APR). Your costs over the loan term expressed as a rate. This is not your interest rate.	0.00%
Total Interest Percentage (TIP). The total amount of interest that you will pay over the loan term as a percentage of your loan amount.	0.00%

Questions? If you have questions about the loan terms or costs on this form, use the contact information below. To get more information or make a complaint, contact the Consumer Financial Protection Bureau at www.consumerfinance.gov/mortgage-closing

Other Disclosures

Appraisal

If the property was appraised for your loan, your lender is required to give you a copy at no additional cost at least 3 days before closing. If you have not yet received it, please contact your lender at the information listed below.

Contract Details

See your note and security instrument for information about what happens if you fail to make your payments, what is a default on the loan, situations in which your lender can require early repayment of the loan, and the rules for making payments before they are due.

Liability after Foreclosure

If your lender forecloses on this property and the foreclosure does not cover the amount of unpaid balance on this loan,

- state law may protect you from liability for the unpaid balance. If you refinance or take on any additional debt on this property, you may lose this protection and have to pay any debt remaining even after foreclosure. You may want to consult a lawyer for more information.
- state law does not protect you from liability for the unpaid balance.

Refinance

Refinancing this loan will depend on your future financial situation, the property value, and market conditions. You may not be able to refinance this loan.

Tax Deductions

If you borrow more than this property is worth, the interest on the loan amount above this property's fair market value is not deductible from your federal income taxes. You should consult a tax advisor for more information.

Contact Information

	Lender	Mortgage Broker	Real Estate Broker (B)	Real Estate Broker (S)	Settlement Agent
Name	TBD		Re/Max Ultimate Realty	Keller Williams Realty	McCarthy, Summers, Bobko, Wood, Norman, Bass & Melby, P.A.
Address					2400 SE Federal Highway, 4th Floor Stuart, Florida 34994
NMLS ID					
FL License ID					
Contact					Deborah D. Haas
Contact NMLS ID					
Contact FL License ID					D009388
Email					ddh@mccarthysummers.com
Phone					(772) 286-1700

Closing Disclosure Addendum

Date Issued

Closing Date 11/9/2016

Loan ID#

Sellers - Addendum

1. Justin K. Murray

2. Angela Murray

Confirm Receipt

By signing, you are only confirming that you have received this form. You do not have to accept this loan because you have signed or received this form.

Borrower:

Ronald Beauford

Dated

RE: Justin and Angela Murray
302 Glentry Avenue
Port Saint Lucie, FL 34983

This letter is written to request modification and or forgiveness of the remaining SHIP loan associated with the address above. We resided in this home with our family for almost 18 years and have recently had to move, requiring us to sell the property.

The facility where Justin Murray Sr. has worked for the past 16 yrs. will close down November 2016. In order to stay employed with his company, we transferred to Oak Creek, Wisconsin. We moved the family up on September 15, 2016.

We put the house up for sale before moving, originally listing it to include the amount owed to both the Mortgage Company and SHIP loan. When no interest was shown, we lowered the price and now have an offer.

We are requesting that the SHIP program take whatever profit is left over (if any), toward the lien, after the sale of the property and forgive the rest. We had no intentions of moving when we originally accepted the assistance for repairs on our home, but life has lead us in another direction.

Thank you for your consideration.

Most Sincerely,

Justin Murray Sr. & Angela Murray
6679 Whitnall Edge Road
Franklin, WI 53132

L103AA

MURRAY, JUSTIN K
302 NE GLENTY AVE
PORT SAINT LUCIE, FL 34983

October 06, 2016
Loan Number: 24652929
Serviced by Seterus, Inc.

RE: 302 NE GLENTY AVE
PORT SAINT LUCIE, FL 34983-1290

Dear MURRAY, JUSTIN K:

We are responding to your request for the payoff total on loan number 24652929. All of the conditions in this statement must be met for your loan to be paid in full. Subject to these conditions, the amount required to pay your loan in full by November 04, 2016 is \$150,983.14. This includes an unpaid principal balance of \$149,859.29.

PAYOFF CONDITIONS

1. If payoff funds are received after November 04, 2016, an additional \$17.45 interest is required for each day after that date.
2. If any charges (including escrow disbursements) are posted to your account after the date of this letter, you also will have to pay those charges.
3. You must continue to make your scheduled loan payments when due. A late charge of \$38.98 may be assessed in accordance with your loan agreement if the loan installment is not received prior to the expiration of your grace period.
4. All payments that we previously have received and receive in the future must clear. If they do not clear, additional funds may be required to cover the shortage.
5. At our option, we will return funds that are insufficient to complete the payoff, along with a new quote. Interest will continue to accrue until the full payoff is received.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AS WE SOMETIMES ACT AS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE IN BANKRUPTCY OR RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, THIS LETTER IS NOT AN ATTEMPT TO COLLECT THE DEBT. THIS NOTICE IS BEING FURNISHED FOR YOUR INFORMATION AND TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS. IF YOU RECEIVE OR HAVE RECEIVED A DISCHARGE OF THIS DEBT THAT IS NOT REAFFIRMED IN A BANKRUPTCY PROCEEDING, YOU WILL NOT BE PERSONALLY RESPONSIBLE FOR THE DEBT. **COLORADO:** SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT. Seterus, Inc. maintains a local office at 355 Union Boulevard, Suite 250, Lakewood, CO 80228. The office's phone number is 888.738.5576. **NEW YORK CITY:** 1411669, 1411665, 1411662. **TENNESSEE:** This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance. Seterus, Inc. is licensed to do business at 14523 SW Millikan Way, Beaverton, OR.

MURRAY, JUSTIN K
October 06, 2016
Loan number: 24652929

The payoff total in this statement is good through November 04, 2016, unless a payoff statement with a later date is issued by us. If you do not pay prior to that date, please request an updated payoff statement prior to sending any funds. We do not provide a payoff statement over the phone. The terms of this payoff statement may only be modified when we issue a subsequent payoff statement.

If you currently make loan payments to us via AutoPay, it will be automatically discontinued once the loan is paid in full. However, if you would like to cancel your AutoPay before your loan is paid in full, please contact us at 866.570.5277. If a draft is scheduled to occur in less than five days, do not place a stop payment on the draft. If this results in any overpayment on the loan, a refund will be mailed within 30 days.

We will return any excess funds after the payoff as well as send any remaining escrow balance, subsequent refunds, and year-end information to the mailing address on file. Escrow funds will be released approximately 20 business days after the loan is paid in full.

Send your payment to the attention of the Transaction Processing Department. If we receive your payoff funds after 4 p.m. Pacific time, we will process them the next business day; otherwise, we will process payoff funds the same day that we receive them. The payment(s) to pay off the loan must clear in order for us to release the lien. Personal checks are subject to a 21-day hold or more to ensure the payment has cleared. We will forward the satisfaction and documents to the county for recording after the loan is paid in full.

PAYMENT INSTRUCTIONS

WIRING INSTRUCTIONS	OVERNIGHT ADDRESS
JP Morgan Chase Bank, Tampa, FL ABA: 0210-0002-1 Account: 859310005 Seterus, Inc. Loan Number: 24652929 Borrower Name: MURRAY, JUSTIN K	Seterus, Inc. Transaction Processing Department 14523 S.W. Millikan Way, Suite 200 Beaverton OR 97005 Loan Number: 24652929 Borrower Name: MURRAY, JUSTIN K

MURRAY, JUSTIN K
October 06, 2016
Loan number: 24652929

THIS PAYOFF STATEMENT EXPIRES ON November 04, 2016.

Due Date of Next Payment:	October 01, 2016
Interest Rate:	4.25000%
Per Diem Rate:	\$17.45
Current Principal Balance:	\$149,859.29
Unpaid Interest:	1,113.85
Escrow Overdraft:	0.00
Deferred Principal:	0.00

Less Suspense:	0.00
Pending Expense Credit:	0.00

Total Amount Secured by the Mortgage or Deed of Trust:	\$150,973.14
--	--------------

Recording Cost to Release Documents:	10.00
Total Payoff Amount Due as of November 04, 2016:	\$150,983.14

If you have any questions, please contact us at 866.570.5277.

Sincerely,

Seterus, Inc.

IMPORTANT NOTE: The owner of your loan is Federal National Mortgage Association (Fannie Mae®), 3900 Wisconsin Avenue NW, Washington, DC 20016-2892, 800.732.6643. Fannie Mae has contracted with us to service and respond to inquiries about your loan. Please direct all correspondence to Seterus, Inc., PO Box 1077, Hartford, CT 06143-1077.

Property Identification

Site Address: 302 NE GLENTY AVE
 Sec/Town/Range: 21/36S/40E
 Map ID: 34/21N
 Zoning: RS-2

Parcel ID: 3420-625-0377-000-1
 Account #: 78258
 Use Type: 0100
 Jurisdiction: Port Saint Lucie

Ownership

Justin K Murray
 Angela Murray
 302 NE Glentry Ave
 Port St Lucie, FL 34983

Legal Description

PORT ST LUCIE-SECTION 26- BLK 468 LOT 6 (MAP 34/21N) (OR 1177-459)

Current Values

Just/Market Value: \$96,400
 Assessed Value: \$63,157
 Exemptions: \$38,157
 Taxable Value: \$25,000

Taxes for this parcel: SLC Tax Collector's Office
 Download TRIM for this parcel: Download PDF



Total Areas

Finished/Under Air (SF): 1,392
 Gross Area (SF): 2,177
 Land Size (acres): 0.23
 Land Size (SF): 10,000

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Oct 2, 1998	1177 / 0459	XX00	WD	Stephen G Paulsen	\$78,500
Oct 4, 1991	0761 / 2978	XX00	WD	HOLIDAY BUILDERS INC	\$63,600
May 24, 1991	0742 / 1900	XX00	WD		\$11,000

Building Information (1 of 1)

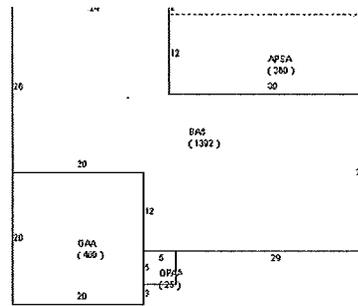
Finished Area: 1,392 SF
 Gross Total Area: 2,177 SF

Exterior Data

View:	Roof Cover: Dim Shingle	Roof Structure: Hip
Building Type: HC	Year Built: 1991	Frame:
Grade: C	Effective Year: 1991	Primary Wall: Frm Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 3	Electric: MAXIMUM	Primary Int Wall:
Full Baths: 2	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: 0%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
APSA	Aluminium Patio (Screen) Average	360	0	84
BAS	BASE AREA	1392	1392	184
GAA	Garage Attached Average	400	0	80
OPAA	Open Porch Attached Average	25	0	20

Special Features and Yard Items

Type	Qty	Units	Year Blt
Driv-Concret	1	720	1991
UTILITY AVG	1	80	1999
CHAINLINK 4'	1	205	1999

Current Year Values

Current Values Breakdown		Current Year Exemption Value Breakdown				
		Tax Year	Grant Year	Code	Description	Amount
Building:	\$74,800					
Land:	\$21,600	2016	1999	0500	Homestead Exemption	\$25,000
Just/Market:	\$96,400	2016	2008	0550	Homestead Exemption over \$50,000	\$13,157
Ag Credit:	\$0					
Save Our Homes or 10% Cap:	\$33,243					
Assessed:	\$63,157					
Exemption(s):	\$38,157					
Taxable:	\$25,000					

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0061	1	Port St. Lucie Stormwater	\$158.00

This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2016	\$96,400	\$63,157	\$38,157	\$25,000
2015	\$75,800	\$62,718	\$37,718	\$25,000

Permits

P93-30078	Mar 22, 1993	Construction		
		Shed	\$300	\$300
P94-45522	Jun 29, 1994	Screen Porch	\$2,000	\$2,000
P0811417	Feb 18, 2009	Alterations/Remodeling	\$8,000	\$205
P0811418	Feb 18, 2009	Alterations/Remodeling	\$5,000	\$80
P0811420	Feb 18, 2009	Alterations/Remodeling	\$1,750	\$75
P0811422	Feb 18, 2009	Storm Shutters	\$2,500	\$80
P0811419	Feb 19, 2009	Roof	\$6,500	\$205
P14-38164	Jun 10, 2015	Plumbing	\$650	\$79

Notice: This does not necessarily represent all the permits for this property.

Click the following link to check for additional permit data in Port Saint Lucie

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

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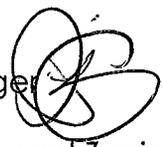


CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

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

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

Submittal Date: October 13, 2016

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

BACKGROUND: Due to the resignation of Planning and Zoning Board At-Large Member Daniel DiTonno (3/3/15-4/1/19), The Planning and Zoning Board conducted interviews of the applicants who applied for this vacant position.

ANALYSIS: The Board interviewed the 3 applicants who were present for the interviews: present Alternate Board Members - Diania Breakenridge and George Pappas, plus a new applicant James Myrick. The Board asked each applicant the same six questions and rated each answer from 1-10 on an individual tally sheet. It was the consensus of the Board to recommend to the City Council that Alternate Board Member, George Pappas fill the At-Large Position, and James Myrick be appointed as an Alternate Board Member.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

STAFF RECOMMENDATION: See attached ranking order (tally sheet) approved by the Planning and Zoning Board.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Applications and Resumes of the candidates who interviewed, minutes of the interviews, tally sheet ranking the applicants.

RECEIVED

OCT 13 2016

CITY MANAGER'S OFFICE



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

TO: Planning and Zoning Board – October 4, 2016

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

RE: **INTERVIEWS FOR PLANNING AND ZONING BOARD**
At-Large Position

DATE: September 22, 2016

Due to the resignation of At Large Planning and Zoning Board Member Daniel DiTonno (3/3/15-4/1/19), The Board will be conducting interviews to fill this position. Attached are the applications and resumes of the applicants who have applied. Also attached are the questions the Board will be asking each applicant plus the tally sheet which will be used to rank the applicants.

PT/lp
Attach.

Planning and Zoning Board Interview – At Large Position

DATE 10/4/16

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
Diana Breakenridge						
David Lewenec	—	— NO SHOW		—		—
James Myrick						
George Pappas						
Jennifer Traband	—	— WITHDREW		—		—

QUESTIONS FOR PLANNING & ZONING BOARD APPLICANTS

1. Why do you want to be on the Planning & Zoning Board?
2. Do you know and understand the purpose of the Planning & Zoning Board?
3. The meetings are held on the first Tuesday of each month beginning at 1:30 PM. Will you be able to attend all of the Planning & Zoning Board meetings and thoroughly review all agenda items before each meeting? (The number of agenda items and length of discussion for each determines the length of the meeting. Board members are notified when the packet is ready for pick-up and review, approximately one week before the meeting).
4. What issues do you believe are critical to the City's future?
5. Have you ever been involved in government before as a volunteer, elected official or staff?

NOTE: APPLICANTS WILL BE GIVEN TWO MINUTES TO ANSWER EACH QUESTION.



PRESS RELEASE

PLANNING AND ZONING BOARD

CITY OF PORT ST. LUCIE

August 15, 2016

The City of Port St. Lucie is currently accepting applications for an at-large board member position on the **PLANNING AND ZONING BOARD**. Some of the duties of the Board are to make recommendations on development proposals, zoning changes, and other matters affecting the physical development of the City. Members may also serve as a member of one or more committees of the Board. Recommendations are made to the City Council. Applicants must be residents of the City for at least one (1) year. Board meetings are currently being held (at least once per month) on the first Tuesday of the month at 1:30 PM. Members serve on a voluntary basis, are subject to the provisions of the Sunshine Law, and are required to comply with the financial disclosure law by filing a Form 1 Statement of Financial Interests.

Position Details:

Opening: **ONE (1)**

Position Type: **AT LARGE**

District Requirements: **AT LARGE**

Applicants are required to submit a brief resume, along with an application. Applications are available at the City Clerk's Office, City Hall, Building A, 121 SW Port St. Lucie Blvd., Suite #173, Port St. Lucie, Florida, 34984, on the City's Web site at www.cityofpsl.com, or by e-mailing a request to JBaeza@cityofpsl.com by September 15, 2016.

Please submit applications to Jeannette Baeza, Deputy City Clerk in the City Clerk's Office. Applications are available online at www.cityofpsl.com, or by calling the City Clerk's Office at (772) 871-5157.

Breker

Myrick

Pappo

40

47

43

47

39

45

0

50

50

40

35

45

45

44

43

41

31

38

→ full

213

248 +

268 +

Planning and Zoning Board Interview – At Large Position

DATE 10/4/16

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
Diana Breakenridge	8	10	10	7	10	45 #1
David Lewence	na					
James Myrick	10	10	8	10	10	48 #2
George Pappas	8	8	10	9	10	45 #1
Jennifer Treband						

Planning and Zoning Board Interview – At Large Position

DATE 10/4/16

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
Diana Breakenridge	7	8	8	7	10	40
David Lewenec		8				
James Myrick	7	5	8	7	8	35
George Pappas	10	7	10	10	8	45
Jeanifer Elizabeth						



Planning and Zoning Board Interview – At Large Position

DATE 10/4/16

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
Diana Breakenridge	9	7	10	5	10	41
David Lewenec						
James Myrick	7	5	10	5	7	34
George Pappas	8	6	10	6	8	38
Jennifer Treaband						

JH

Planning and Zoning Board Interview – At Large Position

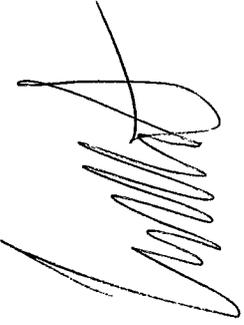
DATE 10/4/16

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
Diana Breakenridge	Ø	Ø	Ø	Ø	Ø	Ø
David Lewence	<hr/>					
James Myrick	10	10	10	10	10	50
George Pappas	10	10	10	10	10	50
Jennifer Traband	<hr/>					



 10/4/2016

Planning and Zoning Board Interview – At Large Position
 DATE 10/4/16
TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

DK

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
✓ Diania Breakenridge	9	9	10	9	10	47
David Lewenec						
✓ James Myrick	7	7	10	7	7	38
✓ George Pappas	8	9	10	9	9	45
Jennifer Fraband						

Planning and Zoning Board Interview – At Large Position

DATE 10/4/16

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
Diana Breakenridge	7	7	10	6	10	40
David Lewenec <i>Not in audience</i>						Not Present
James Myrick	9	9	10	9	10	47
George Pappas	8	8	10	9	10	45
Jennifer Traband X						Reintegrated

DB

8. NEW BUSINESS**A. PLANNING & ZONING BOARD INTERVIEWS**

Chair Kurek stated, "We are going to be interviewing four people who applied for the Planning and Zoning Board. Ms. Tobin, do you want to go over what we are going to accomplish?" The Planning and Zoning Director responded in the affirmative and stated, "As Chair Kurek just stated, there are four people who are interested in the At-Large position. Jennifer Traband has been removed. She is the last one on your list, so you can scratch her name out. These interviews are to determine who is to fill the At-Large position, which is vacant. I'd like to plan for a second finalist, in the event that one of the present Alternates, Ms. Breakenridge or Mr. Pappas, are selected as the At-Large full Board Member. If neither one of them are recommended for the full Board, then we just need one to fill the full Board. I would just keep that in mind when we vote, so that we are prepared, and do not have to repeat this." Chair Kurek said, "We are going to interview the four people, ask them questions, score them, and the result of the scoring will determine which positions they fill. Is that correct, Ms. Tobin?" The Planning and Zoning Director replied, "That is correct. Ms. Breakenridge is here, as well as Mr. Myrick and Mr. Pappas. I don't see Mr. Lewenec here, so it is going to be hard to interview him." Chair Kurek asked, "Who are you talking about?" The Planning and Zoning Director replied, "I am asking if Mr. Lewenec is in the audience, as there are only two gentlemen here. I'd go ahead with the others, and then interview him if he walks in before we're done; otherwise, just proceed." Chair Kurek stated, "We have Ms. Breakenridge, George Pappas . . ." The Planning and Zoning Director added, "And Mr. James Myrick." Chair Kurek remarked, "We will start with Ms. Breakenridge."

Ms. Breakenridge stated, "My name is Diania Breakenridge, and my address is 1734 SW McAllister Lane, Port St. Lucie, Florida, 34953." Chair Kurek asked, "Why do you want to be on the Planning and Zoning Board?" Ms. Breakenridge replied, "I believe that when you live in a community and are invested in that community, it is important to give your input to understand what is going on in the community, and where that community is going to be in part of that process. I think it is very important to be part of the process." Chair Kurek asked, "Do you know and understand the purpose of the Planning and Zoning Board?" Ms. Breakenridge replied, "Yes. The purpose of the Planning and Zoning Board is to review all items presented which affect the physical nature of the community, to ask questions when necessary, to approve if you understand and believe what is presented before you, and to recommend it to the City Council for further review." Chair Kurek stated, "The meetings are held on the first Tuesday of every month, beginning at 1:30 p.m. Will you be able to attend these Planning and Zoning Board meetings, and thoroughly review all the agenda items for each meeting? The number of agenda items and length of the discussion for each determines the length of the meeting. Board Members are notified when the packet is ready, to pick it up approximately one week before the meeting." Ms. Breakenridge responded in the affirmative. Chair Kurek asked, "What issues do you believe are critical to Port St. Lucie's future?" Ms. Breakenridge replied, "As a resident, I believe that we need more higher-paying jobs. If we could attract other industries that offer high-paying jobs so that we can keep those students who have completed college and are

looking to remain in the community, we can offer them higher paying jobs to remain here and not have to travel outside of the community in order to apply for other high-paying jobs. I also believe that the City could do a little better in having activities for families here, possibly activities such as skating rinks. I believe that we have a beautiful City here. A lot of people have moved here, and have had to leave because the jobs aren't here to afford the houses that are here. My biggest thing is to have jobs that offer good salaries, so that we can keep good residents here, instead of having them leave." Chair Kurek said, "This is an interesting question, and I am going to have to do it a different way. Other than sitting on the Planning and Zoning Board, have you ever worked for, or been a volunteer of Port St. Lucie staff, or Port St. Lucie government?" Ms. Breakenridge replied, "Yes, I currently work for the School Board." Chair Kurek asked, "But not for Port St. Lucie?" Ms. Breakenridge responded in the negative. Ms. Breakenridge asked, "And you are a volunteer for the Planning and Zoning Board?" Ms. Breakenridge responded in the affirmative. Chair Kurek remarked, "Thank you very much."

Chair Kurek said, "We will now go to Mr. Myrick." Mr. Myrick stated, "My name is James Myrick and I live at 702 SE Essex Drive, in Port St. Lucie." Chair Kurek asked, "Why do you want to be on the Planning and Zoning Board?" Mr. Myrick replied, "I feel that the Planning and Zoning Board is probably the most important Board the City of Port St. Lucie has, because it directs the proper, sustainable growth for the City, and it controls the path of growth, the values of our homes in the City, and the growth and traffic along our busy corridors." Chair Kurek asked, "Do you know and understand the purpose of the Planning and Zoning Board?" Mr. Myrick replied, "Yes. I've been in real estate development for well over 30 years, in various phases ranging from consulting and developing, myself. I've worked with many Planning and Zoning Boards throughout the southeast, and from my side of the picture, I think I have enough knowledge to be a valuable asset to the City and the Board." Chair Kurek asked, "Do you find the meetings... I'm not going to say the whole thing again, but we meet on the first Tuesday of every month at 1:30 p.m. Will this conflict with anything that you're doing now?" Mr. Myrick replied, "No, it will not. I can be present." Chair Kurek asked, "Which issues do you believe are critical to the City of Port St. Lucie's future?" Mr. Myrick replied, "Jobs, and the environment. Traffic is definitely a problem, and these are all issues that would be addressed, I'm sure, during Planning and Zoning Board meetings." Chair Kurek asked, "Have you ever been involved in government as a volunteer, an elected official, or a staff person?" Mr. Myrick responded in the negative. Secretary Martin stated, "Mr. Chair, if I may, assuming that the questions are over, the Board has consistently asked every applicant every question verbatim, and I would suggest, in this case, that you read Item Number 3 verbatim." Chair Kurek replied, "Okay. Item Number 3: The meetings are held on the first Tuesday of each month, beginning at 1:30 p.m. Will you be able to attend all of the Planning and Zoning Board meetings, and thoroughly review all agenda items before each meeting? The number of agenda items and length of the discussion for each determines the length of the meeting. Board Members are notified when the packet is ready for pick-up and review, approximately one week before the meeting." Mr. Myrick replied, "Yes sir, I can make that."

Chair Kurek stated, "Mr. Pappas is next." Mr. Pappas stated, "Hello, everyone. My name

is George Pappas, and I reside at 1417 SE Sunshine Avenue in Port St. Lucie.” Chair Kurek asked, “Why do you want to be on the Planning and Zoning Board?” Mr. Pappas replied, “I have a personal interest in having a role with the community development plan approval. I’ve worked with a lot of development plans in my career as an engineer, so I have an engrained interest. It would be pleasing to serve the general public, and I’d like to follow the established rules and zoning requirements of the City in my decisions.” “Do you know and understand the purpose of the Planning and Zoning Board?” Mr. Pappas replied, “After being selected as an Alternate Member, I had a meeting with the City Planner and an attorney, and we went over a lot of literature during this meeting. I’ve read the Strategic Plan for the City recently, and I have received copies of the City of Port St. Lucie’s Comprehensive Plan and the City’s Development Regulations. I haven’t had time to go through them all yet, but I’ve read various booklets that were given to me.” Chair Kurek stated, “The meetings are held on the first Tuesday of each month, beginning at 1:30 p.m. Will you be able to attend all of the Planning and Zoning Board meetings, and thoroughly review all agenda items before each meeting? The number of agenda items and length of the discussion for each determines the length of the meeting. Board Members are notified when the packet is ready for pick-up and review, approximately one week before the meeting.” Mr. Pappas replied, “Yes, I can.” Chair Kurek asked, “Which issues do you believe are critical to Port St. Lucie’s future?” Mr. Pappas replied, “I noticed that there are a lot of projects identified in the City’s Strategic Plan. There were many good projects listed. I think the City should go ideally in a manner to attract new businesses, residents, and institutions. I believe the City should make a good first impression on visitors as they are driving through the City limits. I think a lot of improvements can be made to the US 1 Corridor to make it more attractive, and to make that good first impression. Similarly, Port St. Lucie Boulevard east of the turnpike could stand more visual improvements. Another project that I thought was very important for the City is the completion of the Crosstown Parkway to US 1; I think this is vital to the City’s future and growth.” Chair Kurek asked, “Have you ever been involved in government as a volunteer, an elected official, or a staff person?” Mr. Pappas replied, “I was the City Engineer of Winter Park, I’ve been a project manager for Florida DOT, and I was the project design supervisor of Deerfield Beach for approximately 12 years of my working career.” Chair Kurek commented, “Thank you very much.”

(Clerk’s Note: At this time, the Board Members filled out tally sheets.) The Planning and Zoning Director said, “If you want to pass those down, Mr. Hyden and I will work on doing the calculations.” Secretary Martin asked, “Aren’t we supposed to sign them, but no other comments?” The Planning and Zoning Director replied, “You can put your initials.” Chair Kurek stated, “While that is going on, the next Item is the Determination of Excused Absence for Dan Kurek.”

B. DETERMINATION OF EXCUSED ABSENCE – DAN KUREK

Secretary Martin **moved** to approve Item 8 b), the Determination of Excused Absence for Dan Kurek. Ms. Beutel **seconded** the motion, which **passed unanimously** by roll call vote.

A. PLANNING & ZONING BOARD INTERVIEWS – CONTINUED

The Planning and Zoning Director stated, “The results are that Mr. Pappas is a full Board Member, and we would have Mr. Myrick as an Alternate. Ms. Breakenridge is still an Alternate. That recommendation will be going to the City Council. Thank you, everybody.” Chair Kurek asked, “Is there anything else you need, Ms. Tobin?” The Planning and Zoning Director responded in the negative. Chair Kurek asked, “Anything else from the Board Members?” There was no response.

9. OLD BUSINESS

(Clerk’s Note: There was nothing scheduled under this Item.)

10. PUBLIC TO BE HEARD

(Clerk’s Note: No one signed up to speak under this Item.)

11. ADJOURN

There being no further business, the meeting adjourned at 2:11 p.m.

Ken Martin, Secretary

April C. Stoncius, Deputy City Clerk Supervisor

DISTRICT 1



"A City for All Ages"

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

NAME: DIANIA BREAKENRIDGE HOME PHONE: 772 345 9640
HOME ADDRESS: 1734 SW McALLISTER LN. PSL, FL, 34953
BUSINESS: School board of SLC BUSINESS PHONE: 772 429 5523
EMAIL ADDRESS: DIANIA.BREAKENRIDGE@PSL.SCHOOLBOARDS.COM

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

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

Why do you think you are qualified to serve on this board? my qualifications are based on the fact that I'm a citizen of Port St. Lucie, I've resided in the county for the past 18 yrs living in Port St. Lucie.

Brief description of Education & Experience (résumé required, please attach): I currently hold a bachelors degree and I am actively pursuing my MBA with a focus in management. I spent 7 years in banking, and currently I'm with the school board of SLC.

Do you now serve on any City Board, Committee or other Governmental Board or Committee?

NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period. Yes [X] No

If yes, please list: Alternate Planning & zoning board member.

7:15:58

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

Are you a registered voter? Yes No

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

Have you attended the City University Classes? Yes No

Are you a United States Citizen? Yes No

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

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

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

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

Yes No If "Yes", please describe: _____

Where convicted _____

Date of conviction _____

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

SIGNATURE  DATE 9.7.16

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

Submit to:

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

City of Port St. Lucie**Application for Serving on City Boards & Committees****Diana Breakenridge****Why do you think you are qualified to serve on this board?**

I qualify to serve on this Board because, I have served as both an alternate and full-time Board Member on the Planning and Zoning Board since 2013. I had to step down from my role as a full-time member to an alternate to take care of pressing family issues. Those issues has since been rectified and has provided me with a balance, and I am now at a place where I can focus on the important tasks of bringing my unique perspectives to the Board. I may not be as vocal as other members of the Board, but that does not reflect a lack of skill-set or understanding to serve on the Board. While I served as a full-time Board Member, I never missed a meeting, my attendance was exemplary. I believe this shows how much I respect what the Board and Planning department are trying to accomplish. I do not take the tasks to serve lightly, I recognize the importance of having the community involved.

I qualify to serve on this Board because I am a direct representation of who the citizens of Port St. Lucie are; I am not in the Development Industry, I am a mother with a regular full-time 9-5 job whose vested interest is far removed from any business gain. I am raising two young ladies, one who has great interest in coming back to this lovely city after completing her planned degree in Physical Therapy. She plans to return and give back to the community she was born and raised in. So it is a part of my duty as a citizen and mother to make this community attractive for young adults wanting to pursue their careers and raise families here.

Everyone who visits Port St. Lucie recognize the beautiful Treasure we call home. While we want to keep it as a Treasure, we must also recognize the need for growth, but growth that is structured and carefully

planned, growth that is manageable. We need a wide-range of dynamic high paying jobs from different industries that will attract a steady stream of qualified individuals, who will grow with the City. We need options when it comes to extra-curricular activities to entertain families right here in Port St Lucie.

DIANIA C. BREAKENRIDGE

1734 SW McAllister Lane, Port St Lucie, FL 34953 |
772-345-9640 | dbreakenridge@bellsouth.net

OBJECTIVE

A dedicated and hard-working professional with wide-ranging experience in reconciliation, account management, fraud assessment, bank automation, regulatory compliance and the School Board Maintenance, Facilities and Risk Management Department. Provides excellent customer service by attending to the needs of clients in a friendly and courteous manner. Serves as an analytical problem solver while discovering opportunities for improvement. Presents a positive image of the organization to customers and the community through skillful public relations. Serves as a results-oriented contributor committed to ongoing success.

JOB SKILLS

- Type 60 WPM
- Proficient in Microsoft Word, Excel, and Power Point
- Team Player
- Demonstrate Professional Attitude
- Implementation of new programs that provide efficiency
- Train employees
- Analyzing Data
- Provide support to Managers on various issues
- Exceptional Internal & External Customer Service
- Compile data for Benchmarking

EMPLOYMENT HISTORY

*St. Lucie County School District Senior Maintenance Bookkeeper 09/10 – Current
Fort Pierce, Florida (position transferred to Risk Management)*

*St. Lucie County School District Senior Risk Management Bookkeeper 09/10 – Current
Fort Pierce, Florida*

- Process requisitions for Purchase Orders
- Prepare and process invoices for payment
- Research budgeting information for projects
- Maintain payment logs for projects
- Maintain the work order system
- Train staff on the work order system
- Maintain and update the security system (codes, upload, download, pull buffer, etc.)
- Create and modify ID badges for employees
- Assist with Facility Direct (Facility Rental System)

Diana C. Breakenridge
P: (772-345-9640)
dbreakenridge@bellsouth.net

- Enter utility bills within our Utility Direct Program
- Pull reports
- Create and update charts/graphs for utility usage, work order assignment and completion (for benchmarking)
- FISH (Florida Inventory of School Housing) updates
- Submit Board Agenda Items
- Process short and long term disability claim
- Process termination notices
- Look for discrepancies on the dental billing reports
- Assist in signing employees up for benefits
- Process leave requests and bill employees for benefits while on leave of absent
- ACA – identify the measurement/stability periods for variable hour employees on a monthly basis.
- ACA – track and analyze all employees who are benefit eligible and offer benefits to eligible employees on a monthly basis.
- New hire notification – notify new full and part time employees of Health benefits
- Process HSA and submit to Health Equity
- Process Payroll, Vista and Eligibility Report and submit to the Benefits Management Firm
- Process Add/Voids (Refunds and Employer Contributions)

St. Lucie County School District Maintenance Office Specialist 04/07 – 09/10
Fort Pierce, Florida

- Assisted in the implementation of the work order system
- Analyzing data from reports for benchmarking
- Seek ways to improve efficiency

Harbor Federal Bank Electronic Service Supervisor 07/2000 – 04/20/07
Fort Pierce, Florida

- Managed the paper trail for ATM cards
- ATM Network Balancing & Reconciliation
- Processed Garnishments and Levies
- Analyze reports for discrepancies
- Assisted in the streamlining of the ACH process

EDUCATION

Hodges University Currently Pursuing my MBA in Management
Fort Myers, Florida

Keiser University Bachelor of Science in Interdisciplinary Studies (Business & Health Service Administration) 8/10 – 6/12

Diana C. Breakenridge
P: (772-345-9640)
dbreakenridge@bellsouth.net

Port St Lucie, Florida

*Keiser University Associate of Science In Health Service Administration 9/08 – 8/10
Port St Lucie, Florida*

CERTIFICATIONS

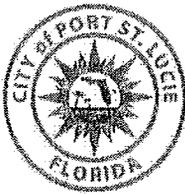
IRSC Certificate in MLT1040C Phlebotomy 01/2008-04/2008

AED/CPR Certified

Florida Public Notary

VOLUNTEER CAUSE

*City of Port St. Lucie – Planning and Zoning Board Member (Alternate)
Lincoln Park Academy – LPA Ambassador*



"A City for All Ages"

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

NAME: James W. Myrick HOME PHONE: 386-336-0608
HOME ADDRESS: 702 S.E. Essex Dr
BUSINESS: I.C. Walls BUSINESS PHONE: 386-336-0608
EMAIL ADDRESS: jmyrick@icwalls.com

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

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

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

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

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

If yes, please list: _____

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

Are you a registered voter? Yes No

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

Are you a United States Citizen? Yes No

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

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

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

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

Yes No If "Yes", please describe: _____

Where convicted _____

Date of conviction _____

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

SIGNATURE *James W. Dreyer* DATE 8-16-2016

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

Submit to:

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

James W Myrick, Sr

702 S E Essex Drive , Port Saint Lucie , FL 34984

Home: 386-336-0608 - jmyrick@icwalls.com

Professional Summary

I am an accomplished and energetic person with a solid history of achievement in business ownership, construction, and over 35 years experience in real estate consulting, marketing and sales.

Skills

- Customer and Personal Service
- Judgment and Decision Making
- Administration and Management
- Building and Construction
- Complex Problem Solving
- Sales and Marketing
- Negotiations

Experience

02/2011 to Present

Owner

Insulated Concrete Walls - Port Saint Lucie, Fl

Own and manage daily operations of a shell construction company since purchased in February of 2011.

Building energy efficient and storm resistant commercial and residential buildings. Personally bid all jobs.

Worked with various government agencies throughout the southeast and the islands.

Currently closing business due to qualified labor shortage and excessive labor and insurance cost related to the industry.

I have a Florida Real Estate Brokers license and I have started consulting and working in the commercial real estate industry since the market has made a dramatic turn around.

05/2004 to 02/2009

Director of Business Relations and Development

Ginn Company - Palm Coast, FL

In my Senior Management Position I worked within all 11 communities with the development managers to "FIX" development issues and to work with the VP of Sales and the VP of the Home Building Department to make sure that the project was progressing as designed and that all builders were meeting the requirements of The Ginn Company.

Worked with the Bobby Ginn, John Gantt-VP of Sales, land planning and the design department for theming of the projects.

01/1989 to 07/2003

Owner

Shoreline Commercial Real Estate, LLC - Charleston, SC

Responsible for hiring 15 Commercial Real Estate agents, office manager and clerical assistance.

Worked with agents to promote sales and leasing of commercial properties. Managed operations and marketing of company and promoted company to develop commercial buildings and tracts of land.

Promoted company as a Design/Build company.

Consulted with owners for 1031 Tax Exchanges

Consulted with land owners for Development of commercial and residential properties.

Consulted with land owner in Mt Dora, Florida in design and development of property for a gold course community (Deer Island Club)

Permitted and developed a 45 lot sub-division on Hilton Head in a gated community

Consulted with Developer and the Town of Hilton Head to Permit a 35 acre tract on Hilton Head for a Walmart and Publix

Consulted with land owner to permit and design a 350 acre tract of land and then worked with owner to put a Conservation Easement on the property.

Consulted and worked with owner of a 5700 acre tract of land in Dunellen Florida (DRI) to maximize the number of lots on the property preparing for a Conservation Easement. Owners later sold the property. New owners still own the property. DRI has expired.

Consulted with owner and Charleston County Planning and Zoning to permit and develop a One thousand acre tract of land in the county. This was the first tract to get permitted in Charleston County under the new Comprehensive Land Plan.

Sold Shoreline Commercial Real Estate Company to a Caldwell Banker affiliate

11/1986 to 12/1988

Real Estate Sales and Marketing

Wild Dunes Real Estate - Isle of Palms, SC

Traveled to cities in the northeast to promote sales and marketing for properties at Wild Dunes

Coordinating after hours "Drop-ins" and "Dinners" for senior management of companies and their friends to promote visits to Wild Dunes.

10/1979 to 11/1986

Real Estate Sales

Hilton Head Company - Hilton Head Island, SC

- Interview clients to determine what kinds of properties they are seeking.
- Act as an intermediary in negotiations between buyers and sellers, generally representing one or the other.
- Compare a property with similar properties that have recently sold to determine its competitive market price.
- Prepare documents such as representation contracts, purchase agreements, and closing statements.
- Develop networks of attorneys, mortgage lenders, and contractors to whom

clients may be referred.

03/1971 to 09/1979

Regional Manager

Griffin Company - Valdosta, GA

- Plan and direct staffing, training, and performance evaluations to develop and control sales and service programs.
- Prepare budgets and approve budget expenditures.
- Oversee territory sales managers and their staffs.
- Represent company at trade association meetings to promote products.

Education

06/1965

High School Diploma:

Allendale Fairfax High School - Fairfax, SC

After Graduation and during my various jobs I continued to take courses designed to promote my strengths in Business Management, Sales and Marketing, Continuing education in the real estate industry. I have held a real estate brokers license in South Carolina, Georgia, and Florida.

clients may be referred.

03/1971 to 09/1979

Regional Manager

Griffin Company - Valdosta, GA

- Plan and direct staffing, training, and performance evaluations to develop and control sales and service programs.
- Prepare budgets and approve budget expenditures.
- Oversee territory sales managers and their staffs.
- Represent company at trade association meetings to promote products.
- Territory was all of Southeast from Virginia to Texas

07/1965 to 03/1971

Territory Sales

Kerr-McGee Corporation - Charleston, SC

Sales and customer service for an agricultural fertilizer and farm chemical company. Territory was 1/2 of Georgia, all of South Carolina, and 1/2 of North Carolina.

Education

06/1965

High School Diploma:

Allendale Fairfax High School - Fairfax, SC

After Graduation and during my various jobs I continued to take courses designed to promote my strengths in Business Management, Sales and Marketing, Continuing education in the real estate industry. I have held a real estate brokers license in South Carolina, Georgia, and Florida.

District 4



"A City for All Ages"

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

NAME: George J. Pappas HOME PHONE: (772) 800-3278
HOME ADDRESS: 1417 SE Sunshine Ave.
BUSINESS: N/A BUSINESS PHONE: N/A
EMAIL ADDRESS: pappas-g@msn.com

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

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

Why do you think you are qualified to serve on this board? I was a professional engineer for many years designing land developments, roadways for cities, state, and the private sector. I have worked with Planners & Architects on City Projects.
Brief description of Education & Experience (résumé required, please attach):

Bachelor of Science in Civil Engineering
from the University of Miami (1972)

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

If yes, please list: _____

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

Are you a registered voter? Yes No

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

Are you a United States Citizen? Yes No

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

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

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

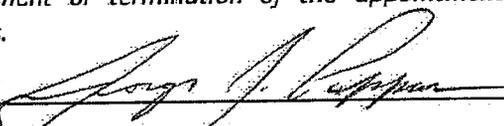
Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

Yes No If "Yes", please describe: _____

Where convicted _____

Date of conviction _____

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

SIGNATURE  DATE July 29, 2015

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

Submit to:

City Clerk's Office
Port St. Lucie City Hall
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
TEL: (772) 871-7325 / FAX: (772) 344-4094

George Pappas

1417 SE Sunshine Ave.

Port Saint Lucie, Florida 34952

(772) 800-3878

Presently: Retired Civil Engineer (June, 2014)

* Career spans 42 years as a Civil Engineer.

* My professional experience primarily encompasses design and construction inspection of roads, highways, water systems, storm sewer systems, sanitary sewer systems, and environmental cleansing methods of storm water.

* I have interfaced with Planners, Architects, the Construction Industry, and other disciplines of Engineers for many projects.

* Member of American Society of Civil Engineers

Accomplishments: Florida Professional Engineer

Mississippi Professional Engineer

Missouri Professional Engineer

Employment Highlights:

1. Metropolitan Sewer District of Saint Louis – 2002-2014
2. HNTB Consulting Engineers (St. Louis) – 2000-2012
3. Neel Schafer Consulting Engineers (Jackson, MS) – 1997-2000
4. Florida Dept. of Transportation (Deland, FL) – 1987-1994
5. Bowyer Singleton Engineers (Orlando, FL) - 1982-1984
6. City of Deerfield Beach (Florida) – 1974-1978
7. Keystone Consulting Engineers – 1972-1973

Degree: University of Miami (1972) - Bachelor of Science in Civil Engineering



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 10/24/16

TO: Mayor and City Council
THRU: Patricia Roebling, Interim City Manager
FROM: Carmen Capezuto, Director of Neighborhood Services
Agenda Item: Motion: Request by Paula Genco on behalf of Polish American Social Club Inc., requesting City Sponsorship of the 2016 Craft- Flea Market.
Submittal Date: 10/18/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed November 06 thru November 12, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Paula Genco

RECEIVED

OCT 18 2016

CITY MANAGER'S OFFICE



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

Name of Organization: Polish- American Social Club

Location of Event: 343 NW Prima Vista Blvd

Number of Signs: 24

Date range of sign placement: 11/06/2016 to 11/12/2016

Contact Person: Paula Genco

Phone: (772) 398-5124

Email: paulagenco@aol.com

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

Staff Recommendation: Approve for Signs

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

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

October 16, 2016

TO: THE PORT ST. LUCIE CITY COUNCIL.

DEAR COUNCIL:

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

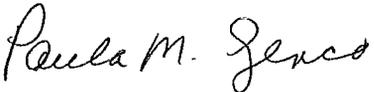
WE ALSO REQUEST THAT THE CHARGE FOR SIGNS TO SET ASIDE, AS WE ARE A NON-PROFIT ORGANIZATION.

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

WE WOULD BE VERY GRATEFUL IF YOU WOULD PRESENT THIS REQUEST TO THE CITY COUNCIL. PLEASE HAVE SOMEONE PHONE ME OR SEND E-MAIL WITH THE RESULTS OF OUR REQUEST. PHONE NUMBER & E-MAIL ADDRESS IS ABOVE.

THANK YOU SO MUCH FOR YOUR HELP IN THIS MATTER.

SINCERELY,



PAULA M. GENCO
TREASURER & PAST-PRESIDENT
POLISH-AMERICAN SOCIAL CLUB

COUNCIL ITEM 10A
DATE 10/10/16

COUNCIL ITEM 8A
DATE 10-24-16

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 #: 10A
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, 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

ADDITIONAL INFORMATION

COUNCIL ITEM 8B
DATE 10/24/16

MaryAnn Verillo

From: Carmen Capezzuto
Sent: Thursday, October 13, 2016 4:51 PM
To: MaryAnn Verillo
Cc: Mike Lubeck; Carmen Capezzuto
Subject: Additional Material - Council Agenda Item 8B FW: WEATHERS RESUME/REFERENCE
Attachments: WEATHERS BACKGROUND.pdf; VETERAN_GRAND_OPENING.PDF

MaryAnn,

Please see additional backup documentation for item (8) B on the October 24th Council agenda. It was originally item (10) B from the October 10th agenda.

Thank you.

Carmen A. Capezzuto, Director
Neighborhood Services Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772) 871-5148
carmenc@cityofpsl.com

From: Denise Weathers [mailto:genesyscdc@gmail.com]
Sent: Thursday, October 13, 2016 1:34 PM
To: Carmen Capezzuto <CarmenC@cityofpsl.com>; Mike Lubeck <mlubeck@cityofpsl.com>
Subject: WEATHERS RESUME/REFERENCE

I have attached my resume with cover letter & references. I also sent over projects I completed.

I'd like to make sure you have a completed package for the council to feel comfortable with my experience.

*Carmen, Please review
add'l info for Ord. 16-73
(480 Walters Terrace)*

*Return to me so that I can
forward to the Clerk*



October 13, 2016

Carmen A. Capezzuto
Neighborhood Services Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Dear Mr. Capezzuto:

I was very fortunate to have met you at the Florida Community Development Conference where I was a presenter on Community Land Trusts in Florida. As we discussed my 8 years of experience as the Executive Director of the Hannibal Square Community Land Trust & the mechanics of the model, it became apparent to me that I wanted to work with the City of Port St. Lucie to help meet your needs to provide affordable & veteran housing .

I am the President/CEO of **GENESYS** Community Development Corporation (GCDC), an affordable housing nonprofit 501c3 established in 2016. I have 16 years of nonprofit community & housing development experience in the Central Florida area. In addition to establishing **GENESYS**, I also manage Weathers Consulting of 11 years. Both organizations specialize in nonprofit development, grant writing, board governance, affordable housing & community development services within Florida.

Prior to establishing **GENESYS**, I was the Executive Director of the Hannibal Square Community Land Trust (HSCLT), located in the historic Hannibal Square area of Winter Park for 8 years. During that time, I worked with the City of Winter Park as their housing partner as having built 22 homes for the purpose of revitalization, restoration & preservation of affordable housing in perpetuity. The HSCLT was recognized as the oldest & one of the most successfully run community land trusts in Florida. Veteran housing became a focus and resulted in another unique collaboration with the City of Winter Park in 2014. The partnership culminated into a lot donation by the City of Winter Park, private, community funding & a golf fundraiser to build a special adaptive home to be donated to a combat wounded veteran. There was a ground breaking ceremony on Veterans Day with Congressman Mica, community leaders, partners & volunteers that ultimately lead to our open house in 2015 on Memorial Day (attached photos).

GENESYS have a few proposed projects that consist of veteran housing in Orange County & currently in the process of developing 3 single family homes for veterans. As part of the stewardship of building homes for 8 years, I facilitated homebuyer education classes in partnership with a HUD certified counseling agency (Consumer Debt Counselors) to administer the certificate to qualify for SHIP downpayment assistance.

I have attached my resume & references for more details of my experience . I remain active in local communities through **GENESYS** & Weathers Consulting by continuing my commitment to developing affordable veteran housing & helping nonprofit start-ups. Please feel free to call 321 662.8342 if you have any questions. I look forward to the upcoming Veterans Day celebration for a veteran family that matters !

Warm Regards,

Denise Weathers

President/CEO

GENESYS Community Development Corporation

**Metropolitan Orlando Urban League
Director Fund Development**

**3/01-9/05
Orlando, FL**

- Plan, organize, and manage fundraising events in conjunction with President/CEO & volunteers; initiate sponsorships and manage the budget process. Public relations & guest speaking
- Establish short & long term fundraising strategic plan which includes corporate & general membership ; board giving; capital campaign; and major giving campaigns to support workforce, affordable housing, youth education, and administrative costs of MOUL
- Cultivate and manage new and renewal process for corporate & general memberships; Local & National Grant writing
- Develop and maintain donor and volunteer management process & system
- Plans and manages external communications with partners, members, and board members - Press Releases, PSA; brochures; website; newsletters; MOUL representative for corporate & community relationship building
- Develop & coordinate volunteer resources to support programs for MOUL events and other community involvement

**Fleet Bank
Business Development Officer**

**7/96-2/01
Providence, RI**

- Prospect, cultivate, and manage business development efforts to grow small business loans, deposits and all other consumer relationship development for 20 branches; assisted business customers with creating business plan
- Developed referral network with SBA, CPA, Business Partners, and branch staff
- Cross sold consumer & business products to deepen & retain relationship
- Establish best practices and team building exercises for branch mgr/support staff for enhancing product knowledge & sales skills(closing the deal) . Series 63 license

**Fleet Bank
Loan Production Office Manager**

**8/94-6/96
Attleboro, MA**

- Managed consumer lending process using referral sources from CPA's, Mortgage Brokers and staff support ; closed on \$1mm HEL monthly
- Managed consumer lending for Private Banking, Community Banking, and Investment Banking clients
- Cross sell other consumer & commercial products & services based on needs

**John Hancock Insurance
Insurance Agent**

8/92-7/94
Mansfield, MA

- Develops base for long-term sources of clients by using referrals, occupational, and special-interest groups to compile lists of prospects.
- Approaches potential clients by utilizing mailings and phone solicitation; making presentations to groups at company-sponsored gatherings; speaking publicly to community groups on the subject of financial well-being.
- Determine clients' particular needs and financial situations by scheduling financial fact-finding appointments; determining extent of present coverage and investments; ascertaining long-term goals.
- Develop a coordinated protection plan by calculating and quoting rates for immediate coverage action and long-term strategy implementation.
- Obtain underwriting approval by completing application & loan closing documentation
- Complete coverage by delivering policy; planning future follow-up visits and evaluations of needs.
- Provide continuing service by providing direct deposit forms; processing changes in beneficiary and policy loan applications.
- Provides death benefits by delivering policy proceeds; reassessing client needs to include estate planning, long-term health care & investment financial analysis.
- Update job knowledge by participating in ongoing educational & license opportunities (Series 6 & 63) reading professional publications; maintaining personal networks; participating in professional organizations.

- **The Boston Company** 9/88-11/89
- **Assistant Asset Loan Manager & Mortgage Processor** Boston, MA
- Managed and serviced loan portfolio totaling 400 clients with personal net worth of \$1mm.
- Asset wire transfers, monthly compliance review of personal financial and business statements
- Mortgage & document prep for disclosure statements for underwriter review

**Randolph Savings Bank
Consumer Loan Assistant**

9/85-3/87
Randolph, MA

- Loan review, processing, and closing of home equity, auto, & personal loans
- Credit & employment verification
- Provided and serviced car dealer finance contracts, payouts & payoffs

University of Phoenix -2007

Arizona State University - 1980

The Center on Philanthropy at Indiana University - 2003

The Fund Raising School, CEU & Certificate in:

- **Principles & Techniques of Fundraising**
- **Planned Giving: Getting the Proper Start**
- **Developing Leadership for Major Gifts**
- **Interpersonal Communications for Fundraising**

Rollins College -2003

- **Managing the Capital Campaign**

National Urban League - 2003

- **Leadership Development Training & Non Profit Fundraising**

New Horizons Computer Learning Center - 2002-2003

- **Level I,II,III in Word, Excel, Access, PowerPoint, Outlook, and Project**

U.S. HUD - Grant Writing Training - 2004

Leadership Winter Park XXIII - Winter Park Chamber of Commerce

Black Advisory Council - Valencia Community College -8/05

Board Chair - Mother's of Incarcerated Sons - 7/06- 4/07

REFERENCES:

MAYOR STEVE LEARY
CITY OF WINTER PARK
sleary@cityofwinterpark.org
407 599 3234

MARY DANIELS -FORMER CHAIR/FOUNDER
HANNIBAL SQUARE CLT
407 272.4895

DAVID BAADE - PRESIDENT/CEO
FAIR HOUSING CONTINUUM, INC
dbaade@fhcentralfl.org
321 757.3532

CHARLENE ROSE- DIRECTOR OF HOUSING
CONSUMER DEBT COUNSELORS
charlene.rose@conumerdebtcounselors.com
407 599.0057 ext 205

SFC BACARY SAMBOU- Veteran Homeowner
salson1812@yahoo.com /321 301.0368

TOM UNDERDOWN- PRESIDENT
FAIRWAYS FOR WARRIORS
tom.underdown@fairwaysforwarriors.com
407 399.0977

LTJG ROSA PEREZ, MA. LC
USN - VETERAN
drosaperez@yahoo.com / 631 579.4116

ALBERTO VARGAS - DIRECTOR
ORANGE COUNTY HOUSING & DEVELOPMENT
alberto.vargas@ocfl.net

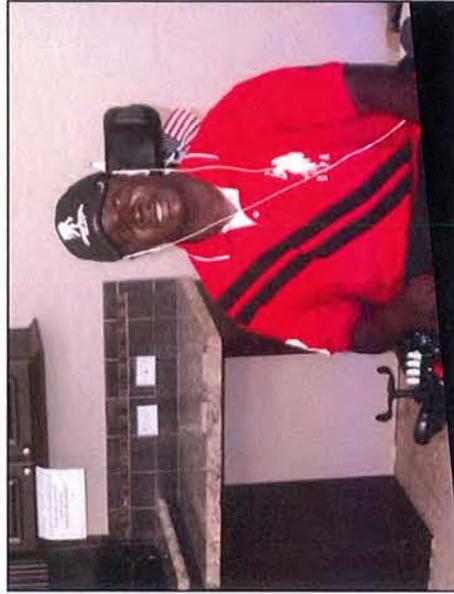
HOPE ELLIOTT - PRESIDENT
HOPE GRANTED -(GRANT WRITER)
hope@hopegranted.com /408 485.1312

ALLIE BRASWELL -FORMER US ARMY
AMBASSADOR & VA COUNCIL OF MINORITY
VETERAN AFFAIRS
allieb@thebwellgroup.com

407 227.4729



Hannibal Square Community Land Trust Veteran Homecoming



*Veteran's Day Groundbreaking - Congressman Mica
Tom Underdown - Fairways for Warriors & supporters*

GRAND OPENING
Wednesday, August 26, 2015
10:00am-12:00pm
663 Symonds Avenue
Winter Park, FL 32789
10:00am-12:00pm

RSVP

407 643.9111

hscltinc@gmail.com

In 2014, the HSCLT, Fairways for Warriors & Palm Harbor Homes had an idea to have a golf fundraiser to build & donate a home for a veteran wounded in combat. Well, 1 year later, Sgt Sambou & his family will see that idea come to reality. This has been a labor of love with the support of the City of Winter Park who donated the land to the HSCLT, funding from VA Special Adaptive Housing, Fair Housing Continuum, Wells Fargo and private donors. In addition, material, labor, landscaping, paint, painting and many other contractor donated services were provided to insure Sgt Sambou's home was completed.

Sgt Sambou has been active duty in the Army since 1997. He has received a Bronze Star, Purple Heart, 5 Certificates of Achievement, 3 Army Commendation medals, and more. In March 2012 while delivering supplies in Calabus, Afghanistan, his team received an IED blast. He suffered a spinal cord injury, 2 broken ribs, broken foot & mild traumatic brain injury. Sgt Sambou also suffers from severe post traumatic stress disorder. Sgt Sambou will transition from the rehab facility in Avalon Park into his new home with his sister who is his care giver.



*Palm Harbor Homes-Mark Kelly & Steve Baeton
HSCLT - Denise Weather, Director
Sgt. Sambou*



Mayor Leary, Commissioner Cooper & Sgt. Sambou

ORDINANCE 16-73

COUNCIL ITEM 10B
DATE 10/10/16

COUNCIL ITEM 8B
DATE 10-24-16

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,



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B

Meeting Date: 10/10/16

TO: Mayor and City Council

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

FROM: Carmen A. Capezuto, Neighborhood Services Director 

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. *OS*

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)

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.

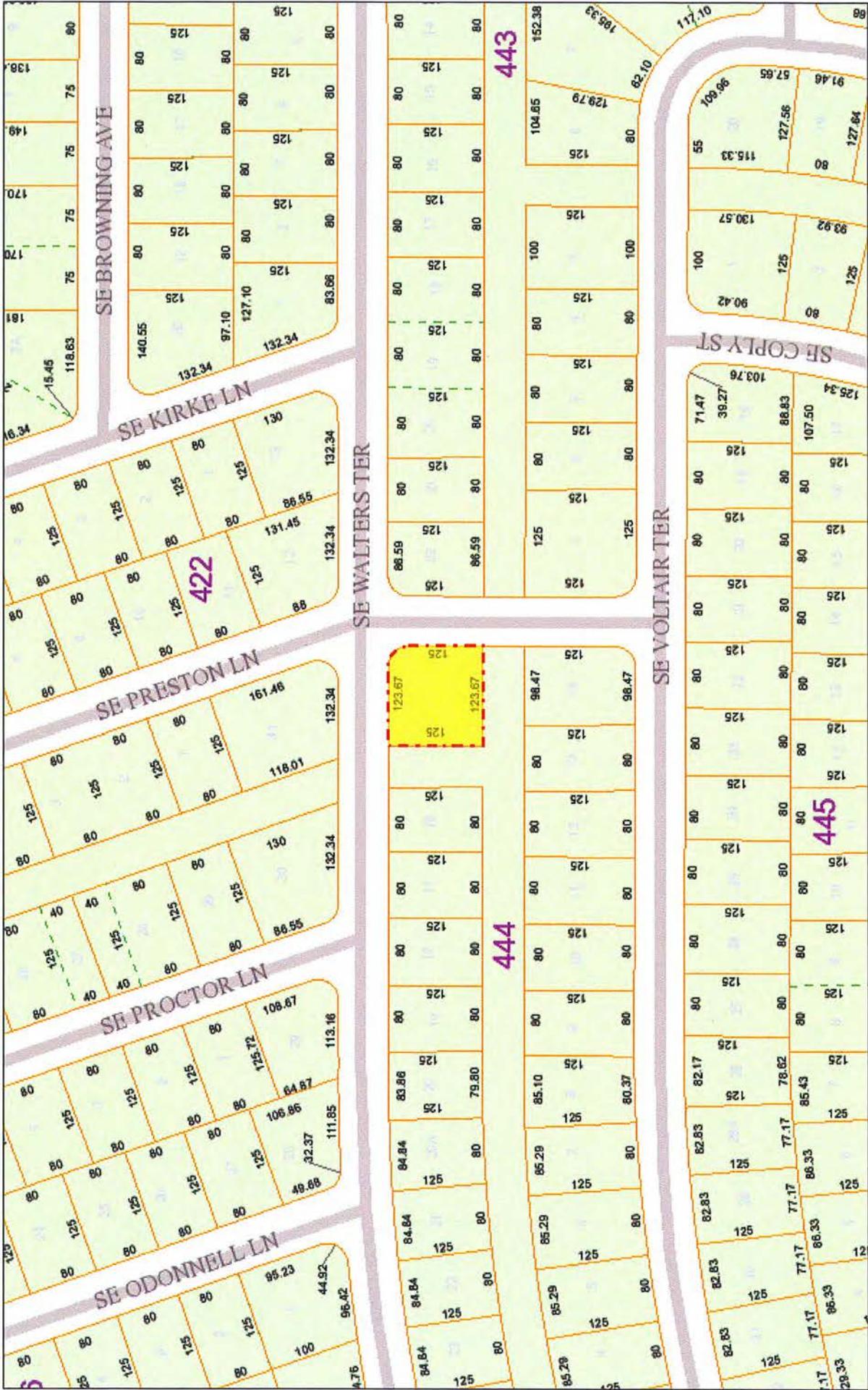
EFFECTIVE: Income data effective as of 3/28/16.

ATTACHMENT

“2”

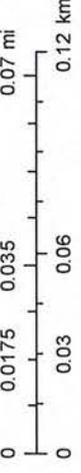
(to Council Agenda Memorandum)

Ken Pruitt, Saint Lucie County Property Appraiser



September 29, 2016

1:2,257



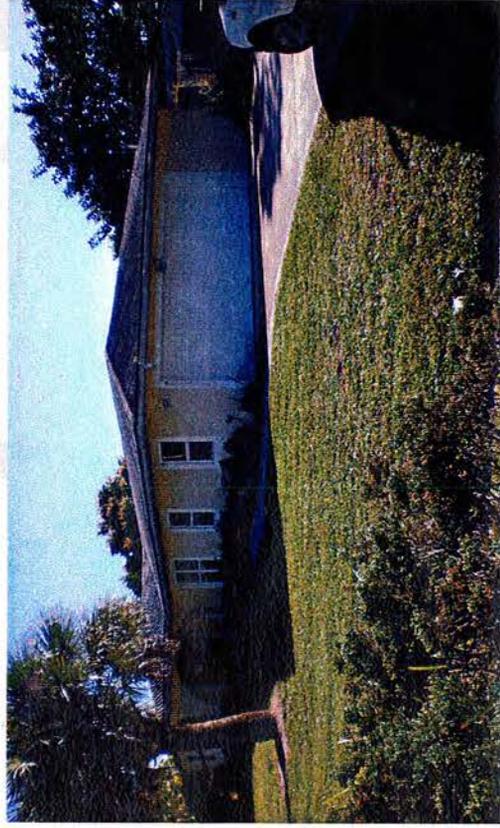
ATTACHMENT

“3”

(to Council Agenda Memorandum)

680 SE Walters Terrace – Veteran’s Program

BEFORE

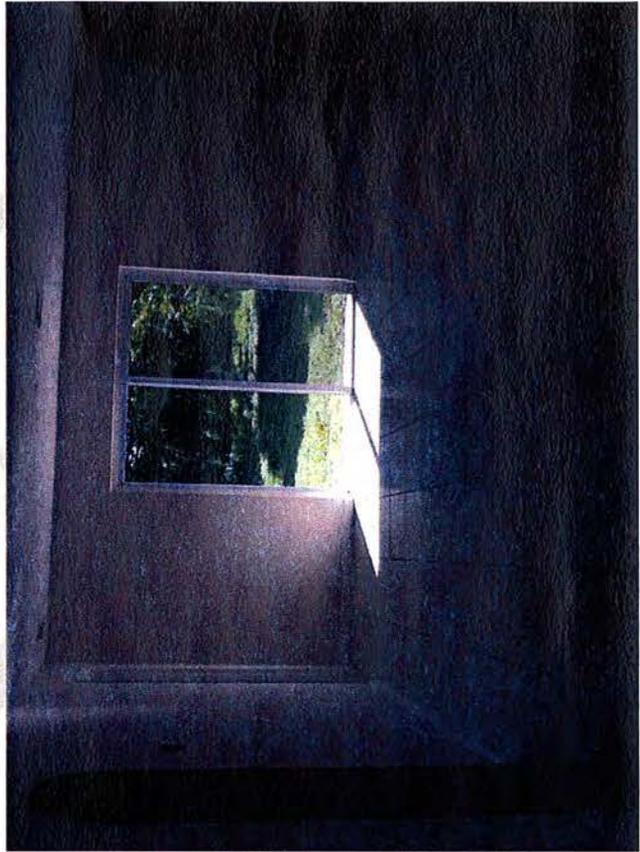


AFTER



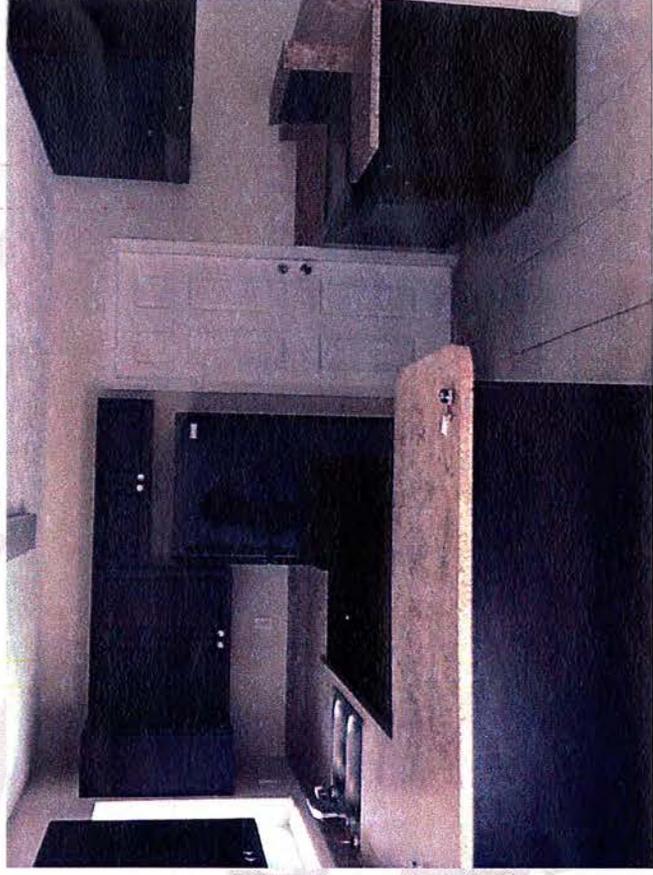
CityofPSL.com

680 SE Walters Terrace – Veteran’s Program



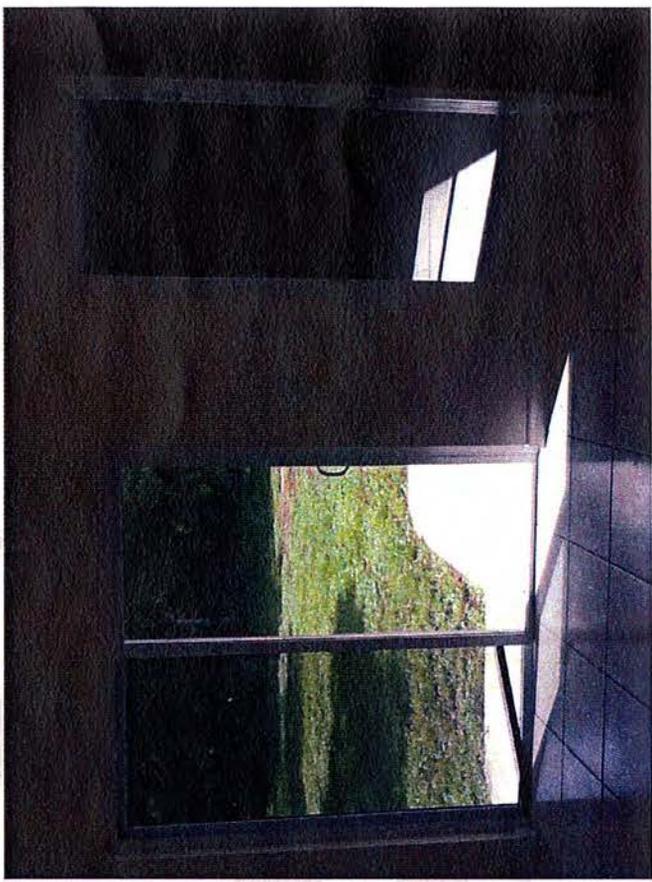
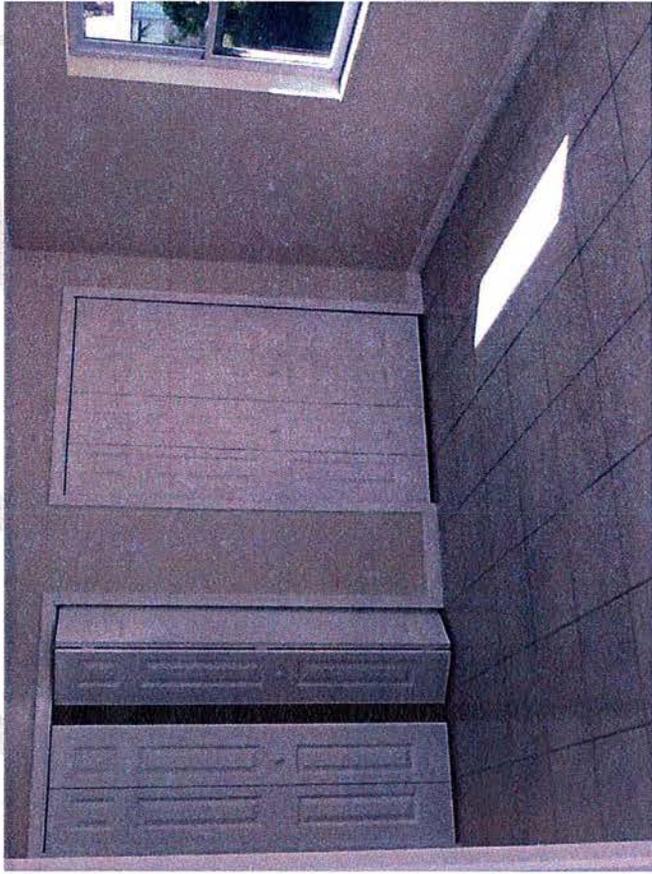
CityofPSL.com

680 SE Walters Terrace – Veteran’s Program



CityofPSL.com

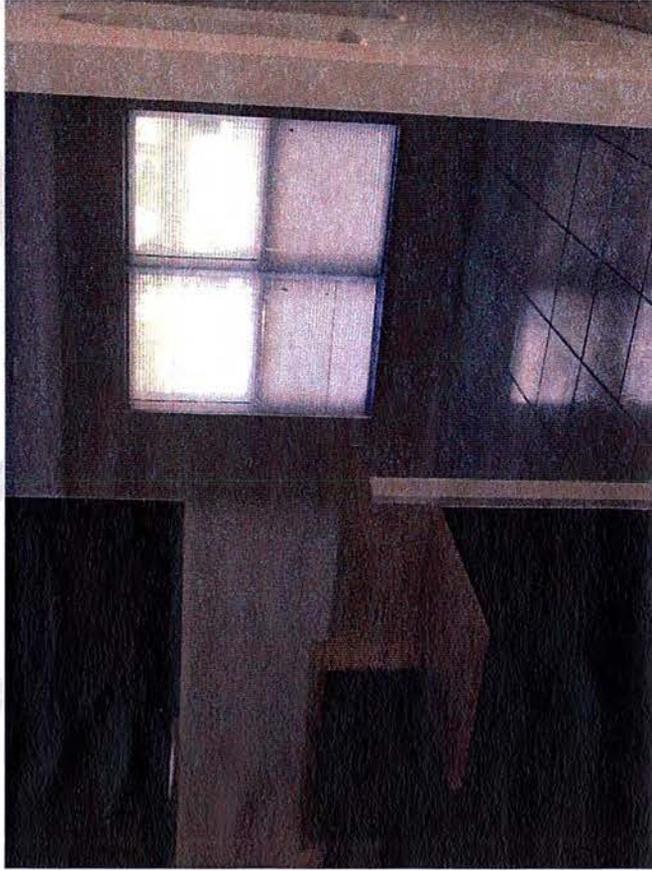
680 SE Walters Terrace – Veteran’s Program



INCORPORATED

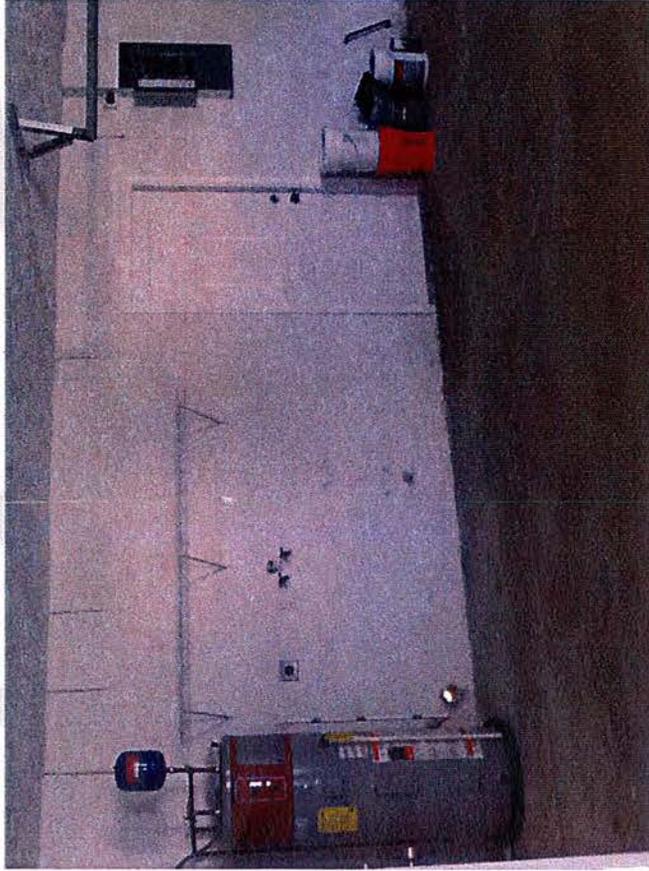
CityofPSL.com

680 SE Walters Terrace – Veteran's Program



CityofPSL.com

680 SE Walters Terrace – Veteran's Program



CityofPSL.com

ATTACHMENT

“4”

(to Council Agenda Memorandum)



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

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 #: _____ 10A
Meeting Date: October 24, 2016
November 14, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager 

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

Agenda Item: Ordinance: Tradition Land Company Southern Grove Plat No. 3 – Rezoning Application (P16-123)

Submittal Date: 10/12/2016 16-74

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

BACKGROUND: The rezoning application is to change the zoning on approximately 73.30 acres from the Tradition Lagoon Master Planned Unit Development (MPUD) to General Use (GU), to separate the conservation, utility, and public facility (future water management and school) tracts from the existing MPUD area.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on October 12, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City's 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 DATE: 10/24/2016 and 11/14/2016

LOCATION OF PROJECT: This property is located south of Discovery Way and west of Village Parkway.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED

OCT 13 2016

CITY MANAGER'S OFFICE

AN ORDINANCE TO REZONE 73.30 ACRES OF PROPERTY LOCATED SOUTH OF DISCOVERY WAY AND WEST OF VILLAGE PARKWAY FROM MPUD (MASTER PLANNED UNIT DEVELOPMENT) TO GU (GENERAL USE) FOR A PROJECT KNOWN AS TRADITION LAND COMPANY SOUTHERN GROVE PLAT NO. 3 REZONING APPLICATION P16-123; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tradition Land Company, LLC, seeks to rezone approximately 73.30 acres of property located south of Discovery Way, and west of Village Parkway, and within the City of Port St. Lucie, from the zoning designation of MPUD (Master Planned Unit Development) to GU (General Use); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on September 6, 2016 to consider the rezoning application (P16-123), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on October 10, 2016 to consider the rezoning application (P16-123), 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 Southern Grove Plat No. 3, Conservation Tracts Nos. 8, 9, 10, 11, 14, 17, Utility Site 6, and a portion of Southern Grove Plat No. 3 as noted on Exhibit A, Port St. Lucie be rezoned from the Zoning designation of MPUD (Master Planned Unit Development) to GU (General Use).

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

ORDINANCE 16-74

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

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
O. Reginald Osenton, City Attorney



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

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

FROM: JOHN FINIZIO, PLANNER *jf*

RE: TRADITION LAND COMPANY SOUTHERN GROVE PLAT NO. 3
 REZONING APPLICATION
 PROJECT NO. P16-123

DATE: AUGUST 24, 2016

PROPOSED ZONING: To rezone approximately 73.30 acres from the Tradition Lagoon Master Planned Unit Development (MPUD) to General Use (GU), to separate the conservation, utility, and public facility (future water management and school) tracts from the existing MPUD area.

APPLICANT: Fishkind & Associates, Inc. The authorization letter is attached to the staff report.

OWNER: Tradition Land Company, LLC.

LOCATION: This property is located south of Discovery Way and west of Village Parkway.

LEGAL DESCRIPTION: Southern Grove Plat No. 3 Conservation Tract No. 14, Conservation Tract No. 8, Utility Site 6, and others. Please see the staff report for the full legal description for these parcels. This rezoning application encompasses several tracts within the existing Southern Grove Plat No. 3.

SIZE: This application encompasses approximately 73.30 acres which is the total of all the parcels covered in this rezoning application. This rezoning application covers several parcels within the current Southern Grove Plat No. 3 area.

EXISTING ZONING: Tradition Lagoon Master Planned Unit Development (MPUD).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	NCD	MPUD	Vacant Land
S	NCD	MPUD	Vacant Land
E	NCD	MPUD	Vacant Land
W	NCD	MPUD	Vacant Land

REQUESTED ZONING: General Use (GU).

FUTURE LAND USE: New Community Development (NCD).

IMPACTS AND FINDINGS:

Land Use Consistency: These parcels are located within the Southern Grove Development of Regional Impact (DRI). The Southern Grove Development Order provides for uses consistent with the NCD land use. These uses include residential, mixed use, employment center, and neighborhood village center. In 2013, all of these tracts were included in the Tradition Lagoon MPUD rezoning application (P13-152), and they currently have an MPUD zoning designation. However, the Tradition Lagoon project never materialized. As new plans are being considered for the Tradition Lagoon property, it is the intension of the applicant to rezone these conservation, utility, and public facility tracts. The conservation tracts are currently dedicated to the Tradition Community Association, Inc. The public facility tract includes part of the E/W 2 right of way, a water management tract, and a portion of a future school site. So, this application will remove the MPUD zoning designation from these parcels and replace them with the GU zoning designation, which is the only other zoning designation compatible with the NCD land use.

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 allows for the conversion of NCD (New Community Development) future land use to GU (General Use) zoning.

Compliance With Conversion Area Requirements: N/A.

Sewer/Water Service: N/A.

Environmental: This property contains wetlands which will be preserved and enhanced. Upland buffers will be created around four of these wetlands, while an upland habitat will be created connecting the other five wetland areas to provide suitable foraging habitat for the Sandhill Crane. These conservation areas are shown on the Southern Grove Revised Master Development Plan Map H. The developer is required to remove any exotic vegetation from the property.

School Concurrency: N/A.

Other: The rezoning is required to comply with all applicable conditions outlined in the Southern Grove Development Order.

RELATED PROJECTS:

P13-152 Tradition Lagoon Southern Grove Plat No. 3 MPUD Zoning Application. This application proposed 2,500 dwelling units, 80,000 square feet of commercial development and a recreation area. This application was approved by City Council on May 12, 2014.

P07-398 Southern Grove Plat No. 3 Preliminary and Final Subdivision Plat. This application was a master plat for 3,606 acres of the Southern Grove DRI. This master plat created eight (8) tracts and two (2) right-of-way tracts. This application was approved by City Council on May 26, 2009.

P15-116 Southern Grove DRI – 4th Amendment to the Development Order. This amendment included changes to Map H, the Master Development Plan and to the Trip Conversion Matrix. This application was approved by City Council on October 26, 2015.

STAFF RECOMMENDATION:

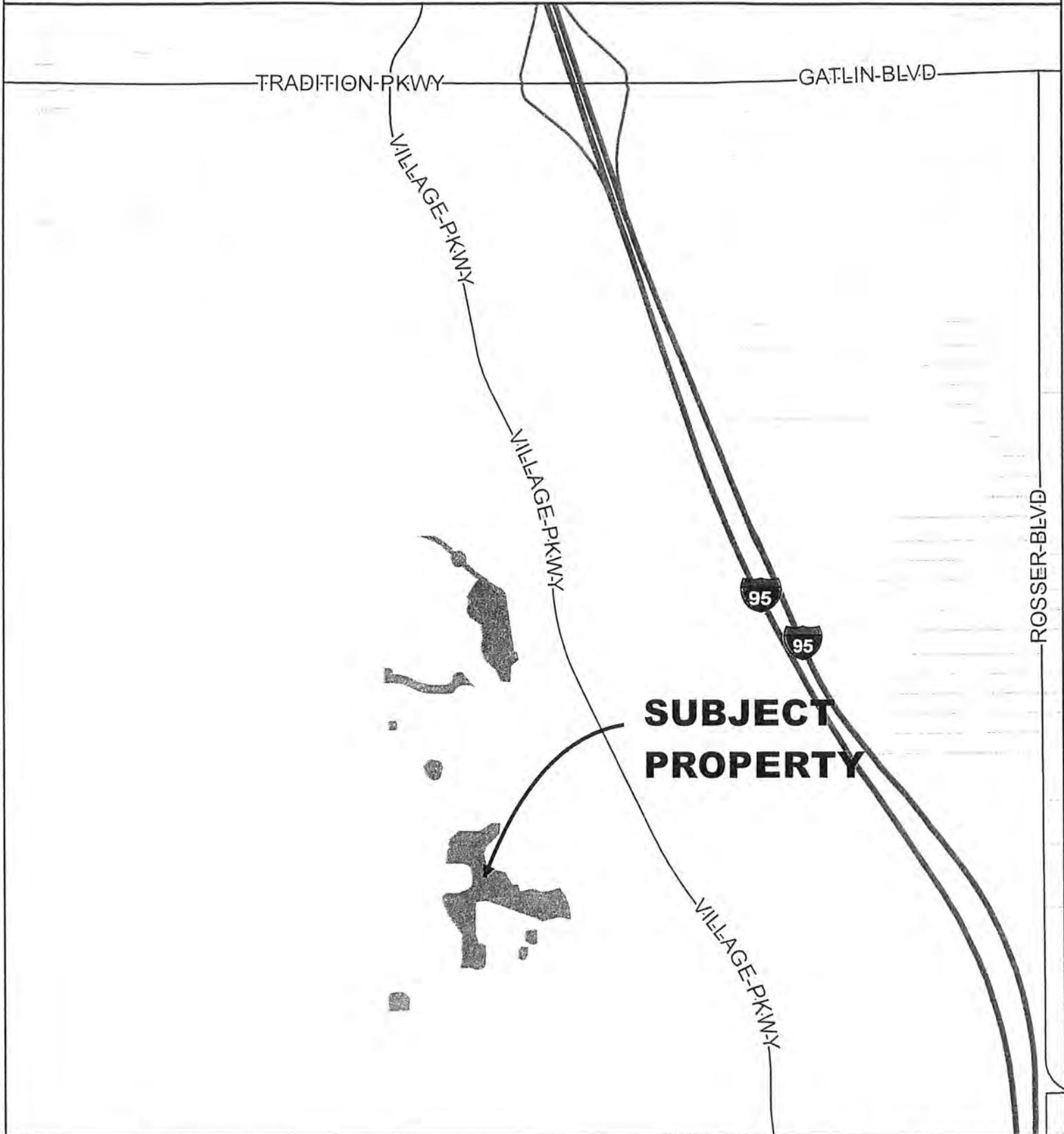
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

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

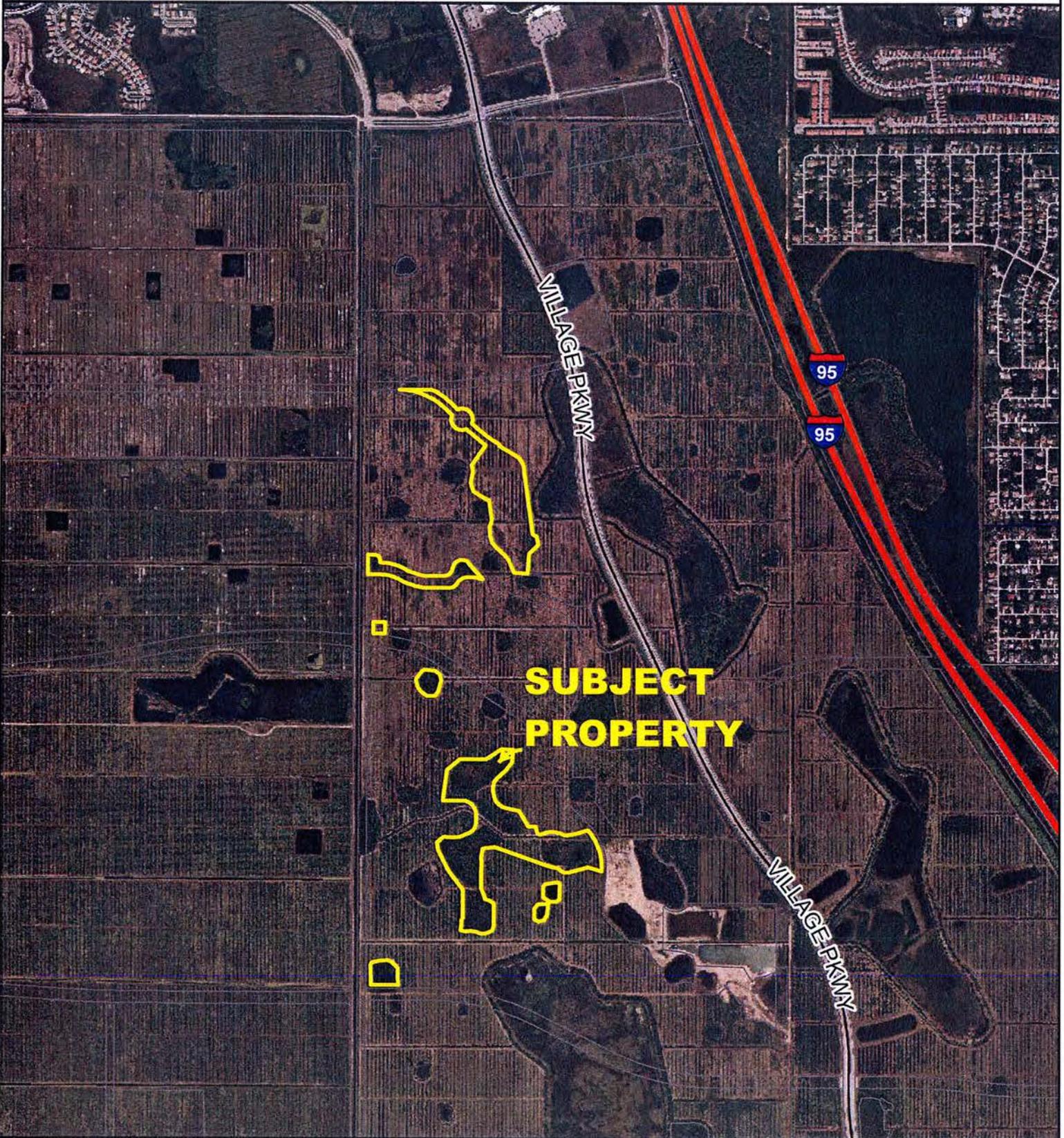


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
TRADITION LAND COMPANY
PORTIONS OF SOUTHERN GROVE PLAT NO. 3

DATE	8/22/2016
APPLICATION NUMBER	P16-123
USER	mkohler
SCALE	1 in = 2,083 ft

AERIAL

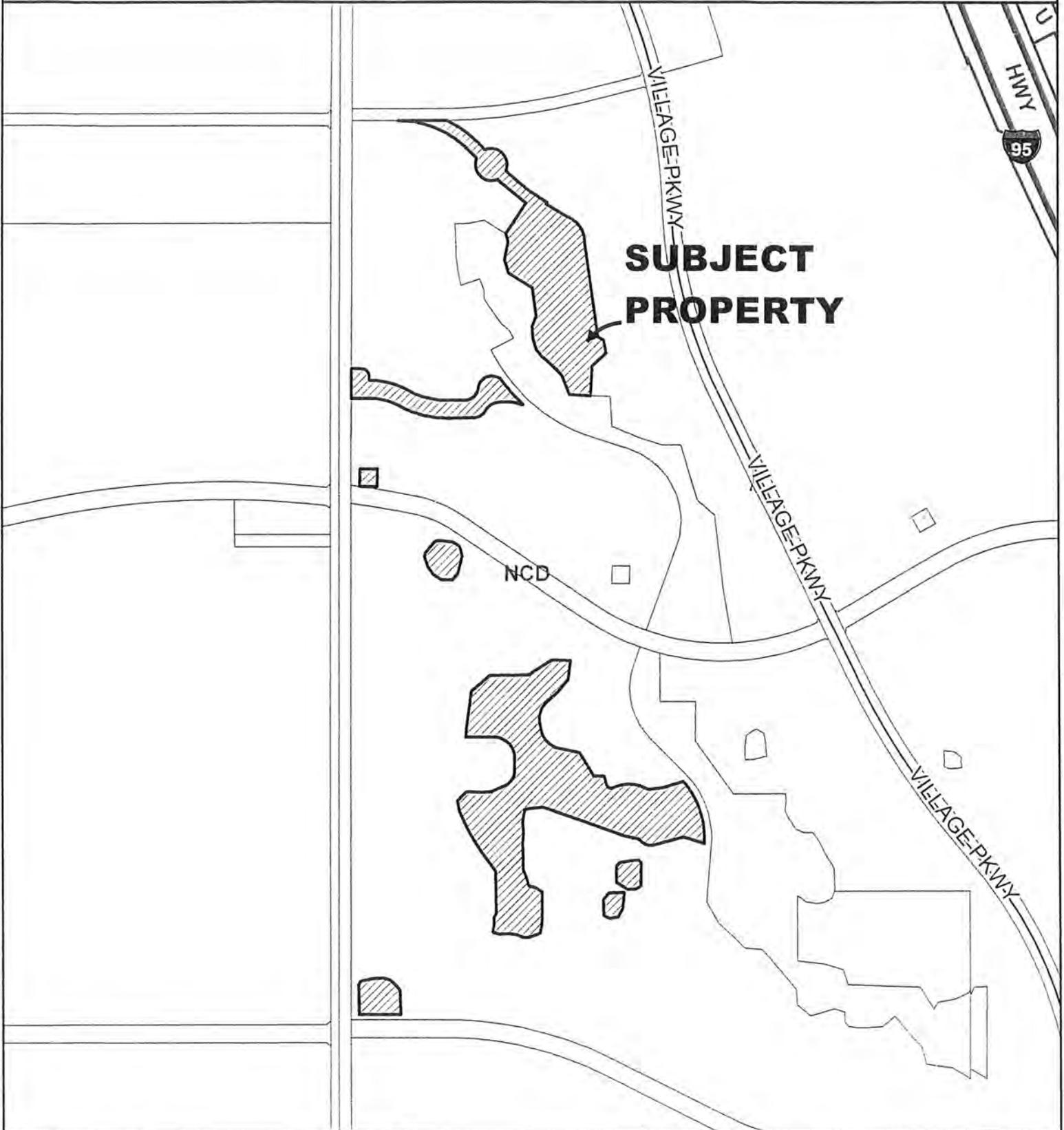


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
TRADITION LAND COMPANY
PORTIONS OF SOUTHERN GROVE PLAT NO. 3
AERIAL DATE 2014

DATE:	8/22/2016
APPLICATION NUMBER:	P16-123
USER:	mkohler
SCALE:	1 in = 1,667 ft

FUTURE LAND USE

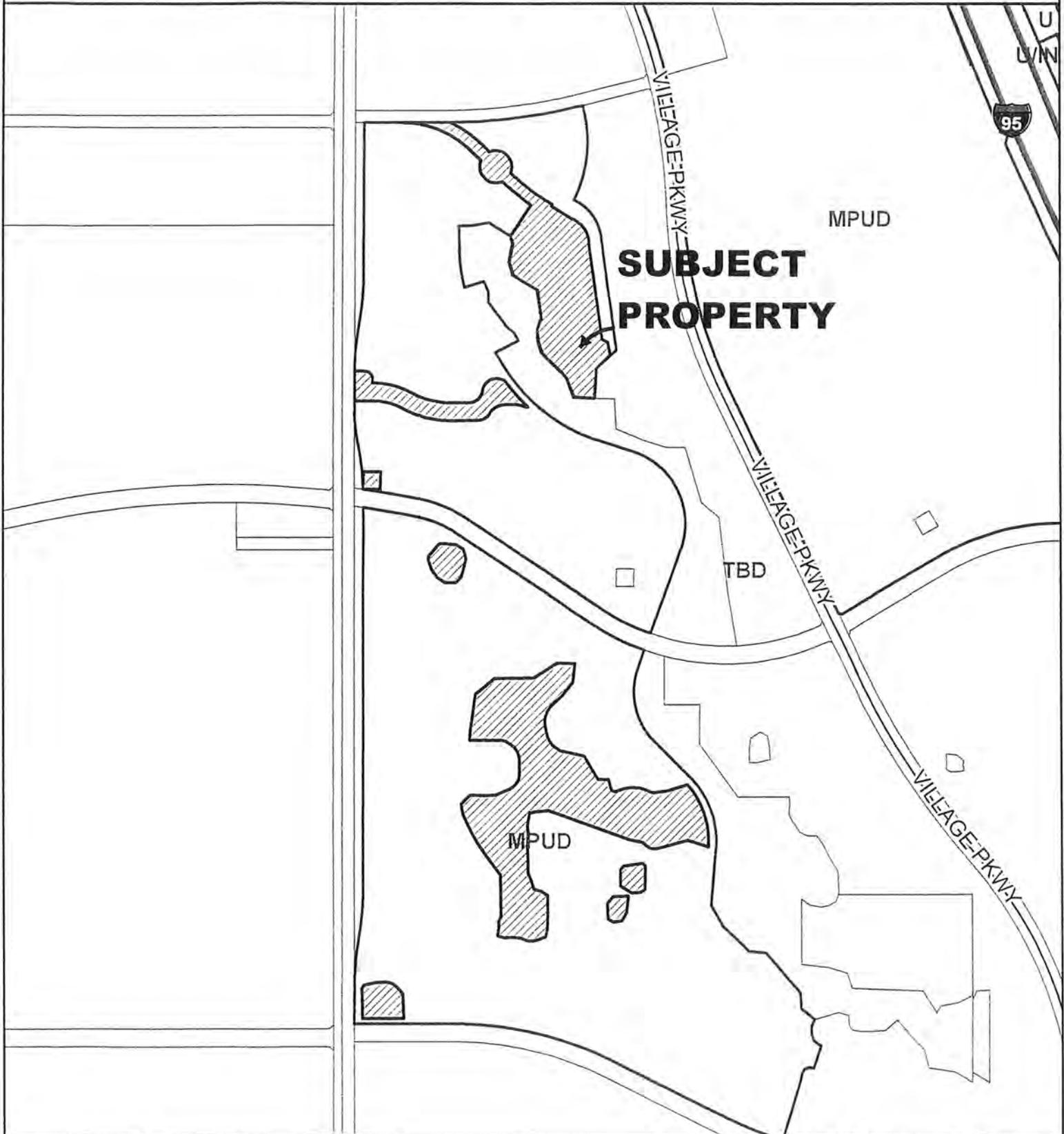


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
TRADITION LAND COMPANY
PORTIONS OF SOUTHERN GROVE PLAT NO. 3

DATE:	8/22/2016
APPLICATION NUMBER:	P16-123
USER:	mkohler
SCALE:	1 in = 1,106 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
TRADITION LAND COMPANY
PORTIONS OF SOUTHERN GROVE PLAT NO. 3

DATE	8/22/2016
APPLICATION NUMBER	P16-123
USER	mkohler
SCALE	1 in = 1,106 ft

REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. P16-123
Fee (Nonrefundable) \$ 5,078.32
Receipt # 163861

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: wmccurry@traditionfl.com

PROPERTY OWNER:

Name: Tradition Land Company, LLC Attn: David C. Feltman, President
Address: 10489 SW MEETING STREET, PORT ST. LUCIE, FL 34987
Telephone No.: 772-340-3500 FAX No.: 772-340-3718

AGENT OF OWNER (if any)

Name: FISHKIND & ASSOCIATES, INC. Attn: WESLEY MCCURRY
Address: 10489 SW MEETING STREET, PORT ST. LUCIE, FL 34987
Telephone No.: 772-340-3500 FAX No.: 772-340-3718

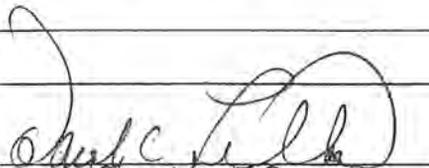
RECEIVED

JUL 22 2016

PROPERTY INFORMATION

Legal Description: See attached sketch and legal description
(Include Plat Book and Page) PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL
Parcel I.D. Number: portion of 4315-700-0026-000-6, 4315-700-0018-000-7, 4315-700-0012-000-5, 4315-700-0022-0
Current Zoning: MPUD
Proposed Zoning: GU
Future Land Use Designation: NCD Acreage of Property: 73.296

Reason for Rezoning Request: _____
To rezone to GU certain portions of the former Tradition Lagoon MPUD (Ord. 14-20) that are not included in the MPUD rezoning application P16-096.



*Signature of Owner

David C. Feltman
Hand Print Name

July 18, 2016
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(06/23/11)



LETTER OF AUTHORIZATION

July 7, 2016

Ms. Patricia Tobin, AICP
Director of Planning and Zoning
City of Port St. Lucie
121 S.E. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Rezoning from MPUD to GU

Dear Ms Tobin:

Please be advised by this correspondence that Wes McCurry with Fishkind & associates, Inc. is authorized to act as Applicant/Agent on behalf of Tradition Land Company, LLC for the purpose of making application submittals for permits and negotiating conditions for the above referenced project.

David C. Feltman
President/Manager

Signature

Tradition Land Company, LLC
4333 NE Edgewood Rd.
Cedar Rapids, IA 52499

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18th day of July, 2016 by David C. Feltman, as President/Manager, who is personally known to me on behalf of Tradition Land Company, LLC an Iowa Corporation or LLC.

Notary Public-State of Florida

My Commission Expires: April 5, 2019

Print Name: Dyana Watkins

LEGAL DESCRIPTION

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 9 (Wetland No. 475), together with the associated 25.00 foot Maintenance Easement Buffer.

Containing 2.992 acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 10 (Wetland No. 466), together with the associated 25.00 foot Maintenance Easement Buffer and all of Conservation Tract No. 11 (Wetland No. 467), together with the associated 25.00 foot Maintenance Easement Buffer.

Containing 2.665 acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 8 (Wetland No. 447), together with the associated 25.00 foot Maintenance Easement Buffer.

Containing 2.483 acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 14 (Wetland Nos. 440 and 441).

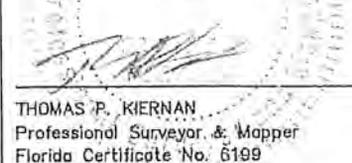
Containing 5.650 acres, more or less.

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Being all of Conservation Tract No. 17 (Wetland Nos. 452, 455, 462, 463 and 465).

Containing 37.311 acres, more or less.

(Continued on Page 2 of 4)


THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE
8/10/16

REVISION: REVISED LEGAL DESCRIPTION AND UTILITY SITE 6 GLM 8-10-2016 Page 1 of 4



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STATE OF FLORIDA CERTIFICATION No. LH 4286

PARCELS FOR ZONING
CHANGE

DESCRIPTION

JOB NO: 15-030

SCALE: N/A

FILE: 15-030s&d parcels.dwg

DATE: 6-15-2016

(Continued on Page 1 of 4)

LEGAL DESCRIPTION

Together With:

Commence at the Northeast corner of Wetland No. 462; thence North 10°50'28" West, a distance of 129.35 feet to the POINT OF BEGINNING of the following described parcel;

Thence North 48°11'06" East, a distance of 60.00 feet to the intersection with a non tangent curve concave to the west, having a radius of 760.00 feet, the chord of which bears South 18°47'49" East, 594.35 feet; thence southerly along the arc of said curve, a distance of 610.65 feet through a central angle of 46°02'10"; thence North 85°46'59" West, a distance of 60.00 feet to the intersection with a non tangent curve concave to the west, having a radius of 700.00 feet, the chord of which bears North 18°47'50" West, 547.43 feet; thence northerly along the arc of said curve, a distance of 562.44 feet through a central angle of 46°02'10" to the POINT OF BEGINNING.

Containing 0.808 acres, more or less.

Containing 38.119 Total acres, more or less.

Together With:

A parcel of land lying in the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southwest corner of Parcel 24; thence North 90°00'00" East, a distance of 385.32 feet to a point of curve to the right having a radius of 950.00 feet, a central angle of 26°22'56"; thence easterly along the arc a distance of 437.43 feet to the POINT OF BEGINNING of the following described parcel;

Thence continue southeasterly along said curve through a central angle of 17°46'03", a distance of 294.60 feet, said curve also having a chord bearing of South 54°44'03" East, and chord distance of 293.42 feet; thence South 45°51'01" East, a distance of 109.97 feet to the intersection with a non tangent curve concave to the southwest, having a radius of 135.00 feet, the chord of which bears South 45°51'01" East, 250.80 feet; thence southeasterly along the arc of said curve, a distance of 321.67 feet through a central angle of 136°31'23"; thence South 45°51'01" East, a distance of 41.90 feet to a point of curve to the left having a radius of 1,550.00 feet, a central angle of 14°47'05"; thence southeasterly along the arc a distance of 399.97 feet to the intersection with a non tangent curve concave to the northwest, having a radius of 1,002.55 feet, the chord of which bears South 32°18'00" West, 12.74 feet; thence southwesterly along the arc of said curve, a distance of 12.74 feet through a central angle of 00°43'41"; thence South 58°51'58" East, a distance of 208.30 feet to the intersection with a non tangent curve concave to the southwest, having a radius of 224.86 feet, the chord of which bears South 33°40'48" East, 252.58 feet; thence southeasterly along the arc of said curve, a distance of 268.20 feet through a central angle of 68°20'20"; thence South 08°07'28" East, a distance of 802.63 feet; thence South 61°46'12" East, a distance of 54.03 feet; thence South 12°02'10" East, a distance of 112.44 feet; thence South 48°11'19" West, a distance of 160.56 feet;

(Continued on Page 3 of 4)

Page 2 of 4

P:\Proj-2015\15-030.102 SG PLAT NO. 13\sketch & desc\15-030 s&d parcels.dwg, 8/10/2016 3:13:05 PM



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STATE OF FLORIDA CERTIFICATION No. LB 4286

PARCELS FOR ZONING CHANGE DESCRIPTION

JOB NO: 15-030	SCALE: N/A
FILE: 15-030s&d parcels.dwg	DATE: 6-15-2016

(Continued from Page 2 of 4) **LEGAL DESCRIPTION**

thence South 03°31'56" West, a distance of 251.43 feet; thence North 89°02'46" West, a distance of 15.87 feet; thence North 87°15'07" West, a distance of 159.43 feet; thence North 21°09'50" West, a distance of 172.22 feet; thence North 40°42'50" West, a distance of 55.14 feet; thence North 47°29'53" West, a distance of 50.95 feet; thence North 46°24'21" West, a distance of 66.99 feet; thence North 47°56'40" West, a distance of 63.78 feet; thence North 40°11'16" West, a distance of 68.02 feet; thence North 17°46'35" West, a distance of 94.59 feet; thence North 03°08'45" West, a distance of 105.24 feet; thence North 19°35'41" East, a distance of 96.22 feet; thence North 08°26'23" West, a distance of 239.39 feet; thence North 58°41'08" West, a distance of 236.07 feet; thence North 16°59'22" West, a distance of 115.17 feet; thence North 11°01'24" East, a distance of 152.57 feet; thence North 13°10'01" West, a distance of 68.24 feet; thence North 33°37'18" East, a distance of 305.32 feet to the intersection with a non tangent curve concave to the northeast, having a radius of 1,650.00 feet, the chord of which bears North 50°33'42" West, 271.05 feet; thence northwesterly along the arc of said curve, a distance of 271.35 feet through a central angle of 09°25'22"; thence North 45°51'01" West, a distance of 41.90 feet to the intersection with a non tangent curve concave to the northeast, having a radius of 135.00 feet, the chord of which bears North 45°51'01" West, 250.80 feet; thence northwesterly along the arc of said curve, a distance of 321.67 feet through a central angle of 136°31'23"; thence North 45°51'01" West, a distance of 109.97 feet to a point of curve to the left having a radius of 850.00 feet, a central angle of 44°08'59"; thence westerly along the arc a distance of 654.97 feet; thence North 89°58'46" East, a distance of 338.65 feet to the intersection with a non tangent curve concave to the north, having a radius of 5,565.41 feet, the chord of which bears North 89°21'27" East, 83.50 feet; thence easterly along the arc of said curve, a distance of 83.50 feet through a central angle of 00°51'35" to the POINT OF BEGINNING.

Containing 21.674 acres, more or less.

Together With:

Being a Utility Site lying in a portion of Parcel 25, according to the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Southwest corner of said Parcel 25 and the beginning of a curve to the right, of which the radius point lies South 07°39'30" West, a radial distance of 8,076.97 feet and having a chord bearing of South 82°04'34" East, 74.89 feet; thence easterly along the arc, and along the North right-of-way of E/W 3 R/W (a 150.00 foot wide right-of-way), through a central angle of 00°31'52", a distance of 74.89 feet to the POINT OF BEGINNING of the following described parcel;

To the intersection with a non tangent curve concave to the west, having a radius of 2,215.00 feet, the chord of which bears North 03°17'00" West, 141.00 feet; thence northerly along the arc of said curve, a distance of 141.03 feet through a central angle of 03°38'53"; thence North 90°00'00" East, a distance of 148.95 feet; thence South 00°00'00" East, a distance of 162.32 feet to the intersection with a non tangent curve concave to the south, having a radius of 8,076.97 feet, the chord of which bears North 81°18'18" West, 142.51 feet; thence westerly along the arc of said curve, a distance of 142.51 feet through a central angle of 01°00'39" to the POINT OF BEGINNING.

Containing 0.500 acres, more or less.

P:\Proj-2015\15-030.102 SG PLAT NO. 13\sketch & desc\15-030 s&d parcels.dwg, 8/10/2016 3:12:57 PM



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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 426

**PARCELS FOR ZONING
CHANGE
DESCRIPTION**

JOB NO: 15-030	SCALE: N/A
FILE: 15-030s&d parcels.dwg	DATE: 8-15-2016

EXHIBIT

SOUTHERN GROVE PLAT NO. 3
PLAT BOOK 61, PAGE 17
PARCEL 24

LEGAL DESCRIPTION
(21.674 ACRES)

CONSERVATION TRACT
NO. 14 (WETLAND NOS.
440 & 441)

UTILITY
SITE 6

SOUTHERN GROVE
PLAT NO. 3
PLAT BOOK 61,
PAGE 17
PARCEL 25

CONSERVATION TRACT
NO. 8 (WETLAND NO. 447)

CONSERVATION TRACT
NO. 17 (WETLAND NOS.
452,455,462,463 & 465 &
LEGAL DESCRIPTION 0.808
ACRES)

SOUTHERN GROVE PLAT NO. 3
PLAT BOOK 61, PAGE 17
PARCEL 27

CONSERVATION TRACT
NOS. 10 & 11 (WETLAND
NOS. 466 & 467)

CONSERVATION TRACT NO. 9
(WETLAND NO. 475)



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CONSULTING ENGINEERS | LAND SURVEYORS

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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB-4286

PARCELS FOR ZONING
CHANGE

EXHIBIT

JOB NO: 15-030

SCALE: N/A

FILE: 15-030s&d parcels.dwg

DATE: 6-15-2016



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Dates: 10/24/16
& 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager 

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

Agenda Item: Ordinance: MPUD Rezoning – Del Webb at Tradition
(P16 -096) **16-75**

Submittal Date: 10/12/2016

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

BACKGROUND: Steven Garrett of Lucido & Associates, acting as agent for Tradition Land Company, LLC has requested to rezone 426.78 acres from Tradition Lagoon MPUD and St. Lucie County AG-5 to an MPUD.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved as to form by Attorney Thomas Mullin on October 10, 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 MPUD Rezoning at their October 4, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATES: 10/24/2016
& 11/14/16

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance, staff report, application.

PT/ac

RECEIVED

OCT 13 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-75

AN ORDINANCE REZONING PROPERTY LOCATED SOUTH OF THE E/W #2 RIGHT-OF-WAY, NORTH OF THE PAAR DRIVE RIGHT-OF-WAY, BETWEEN THE COMMUNITY BOULEVARD RIGHT-OF-WAY AND SW VILLAGE PARKWAY FROM TRADITION LAGOON MPUD AND ST. LUCIE COUNTY AG-5 (AGRICULTURAL – ONE DWELLING UNIT PER FIVE ACRES) TO AN MPUD (MASTER PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN (p16-096); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Steven Garrett of Lucido & Associates, agent for Tradition Land Company, LLC, hereinafter referred to as the Applicant, requested the rezoning of certain land located south of the E/W # 2 right-of-way, north of the Paar Drive right-of-way, between the Community Boulevard right-of-way and SW Village Parkway, within the City of Port St. Lucie, and more particularly described in the composite exhibit attached hereto and by reference incorporated herein, from Tradition Lagoon MPUD and St. Lucie County AG-5 (Agricultural – one dwelling unit per five acres) to an MPUD (Master Planned Unit Development) Zoning District; and

WHEREAS, the Applicant has presented firm evidence of unified control of a majority of the subject property, see the composite exhibit attached hereto and by reference incorporated herein; and

WHEREAS, the subject property is of such a size to permit its design and development as a cohesive unit fulfilling the purpose of an MPUD District; and

WHEREAS, the subject property is located with respect to arterial and collector streets so as to provide suitable access; and

WHEREAS, the proposed MPUD district is located within an approved DRI and

ORDINANCE 16-75

shall be consistent with all applicable conditions of the approved DRI development order;
and

WHEREAS, the proposed MPUD zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan; and

WHEREAS, the subject property is suitable for development in the proposed manner without hazard to persons or property on or off the subject property from possibility of flooding, erosion or other dangers, annoyances or inconveniences; and

WHEREAS, The Applicant has agreed to (1) proceed with the proposed development according to the provisions of these zoning regulations and such conditions as may be attached to the rezoning of the land to MPUD; (2) provide agreements, contracts, deed restrictions and sureties acceptable to the City for completion of the development according to the plans approved at the time of rezoning to MPUD, and for continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense; and (3) bind all successors in title to any commitments made under (1) and (2) preceding (see the composite exhibit); and

WHEREAS, a conceptual development plan has been submitted consistent with the requirements of Section 158.185, et seq., Port St. Lucie City Code; and

WHEREAS, the standards for internal MPUD design as set forth in Section 158.185, et seq., Port St. Lucie City Code, will be complied with at the time of final development approval; and

WHEREAS, a surface water drainage system will be constructed at no cost to the City; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public

ORDINANCE 16-75

hearing on the 4th day of October, 2016, to consider the rezoning application, notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the _____ day of _____, 2016, to consider the rezoning application, advertising of the public hearing having been made.

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

Section 1. That the property described in the composite exhibit, attached hereto and by reference incorporated herein, be zoned MPUD (Planned Unit Development) Zoning District as defined by Port St. Lucie City Code.

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

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

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

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



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

TO: PLANNING AND ZONING BOARD - MEETING OF OCTOBER 4, 2016

FROM: ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING *AC*

RE: DEL WEBB AT TRADITION - MPUD REZONING
REZONING APPLICATION
PROJECT NO P16-096

DATE: SEPTEMBER 22, 2016

APPLICANT: Steven Garrett of Lucido & Associates is the agent for the property owner.

OWNERS: Tradition Land Company, LLC.

LOCATION: The property is located south of the EW # 2 right-of-way, north of the Paar Drive right-of-way, between the Community Boulevard right-of-way and SW Village Parkway.

LEGAL DESCRIPTION: The legal description is parcels of land lying in Sections 22, 26 and 27, Township 37 South, Range 39 East, St. Lucie County, Florida. The proposed legal description is Parcels 25C, 27A, 27B and 27C of the proposed Southern Grove Plat No. 13.

SIZE: 426.78 acres

EXISTING ZONING: Tradition Lagoon MPUD and St. Lucie County AG-5 (Agricultural – one dwelling unit per five acres)

EXISTING USE: agriculture

SURROUNDING USES: The surrounding properties are agricultural and conservation areas.

REQUESTED ZONING: MPUD (Master Planned Unit Development).

FUTURE LAND USE: NCD (New Community Development District)

PROPOSED USE: The proposed MPUD will allow for 1,350 residential dwelling units and recreational facilities. The residential units may be a combination of detached single family, attached villas, townhomes and multi-family units.

IMPACTS AND FINDINGS:

Land Use Consistency: The proposed MPUD is consistent with Policy 1.2.2.2 of the City's Comprehensive Plan regarding Residential areas.

Sewer/Water Service: The Port St. Lucie Utility Systems will provide water and sewer service.

Environmental: The property contains no wetlands or native upland habitat. Conservation areas as identified in the Southern Grove DRI are located adjacent to the property.

School Concurrency: Per Policy PSFE 2.4.1 of the City's Comprehensive Plan, approval of any residential site plans or final subdivision plats shall be subject to the availability of adequate school capacity based on the Level of Service standards adopted in the Public Schools Facilities Element.

Other: Development will be required to comply with all applicable conditions in the Southern Grove DRI Development Order. Temporary access will be from Village Parkway to access the sales center. A portion of EW # 3 will be constructed to provide access to the first phase of the development.

STAFF RECOMMENDATION:

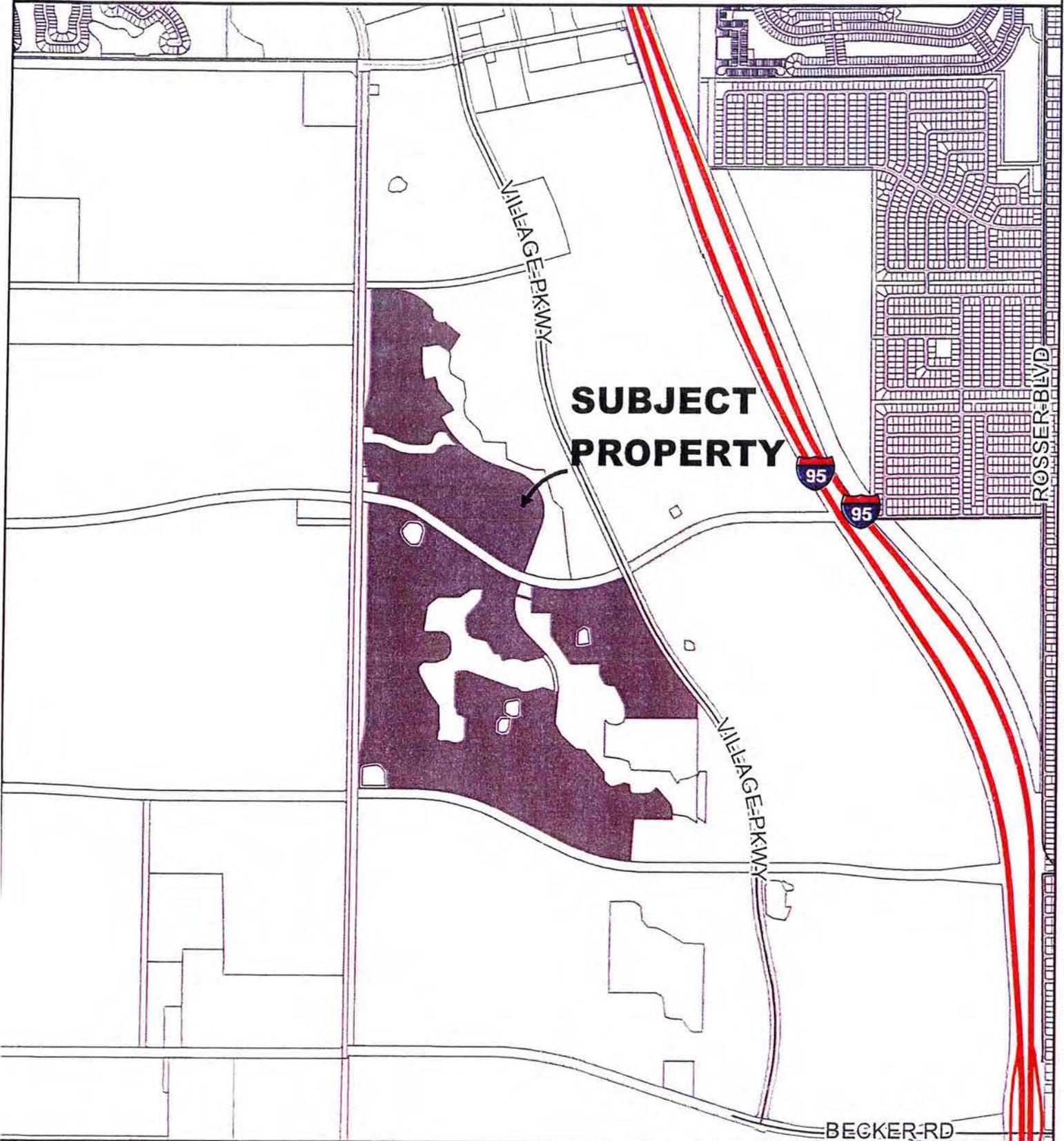
The Site Plan Review Committee reviewed the request at their meeting of August 10, 2016 and recommended approval. The Planning and Zoning Department finds the request to be consistent with the direction and intent of the City's Comprehensive Plan and recommends approval.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

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

GENERAL LOCATION

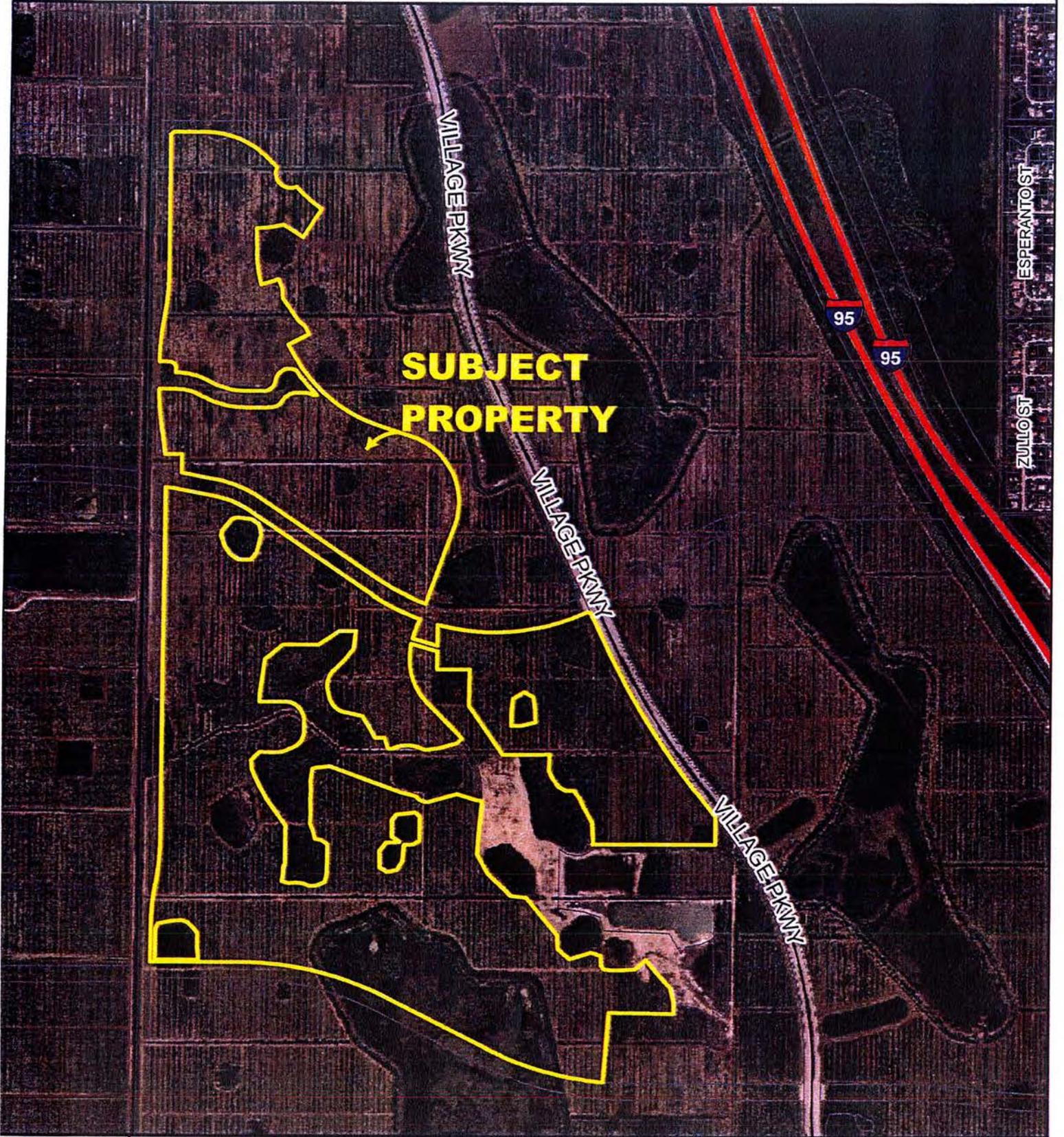


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

MPUD REZONING
DEL WEBB @ TRADITION
SOUTHERN GROVE

DATE:	8/24/2016
APPLICATION NUMBER:	P16-096
USER:	patricias
SCALE:	1 in = 2,000 ft

AERIAL

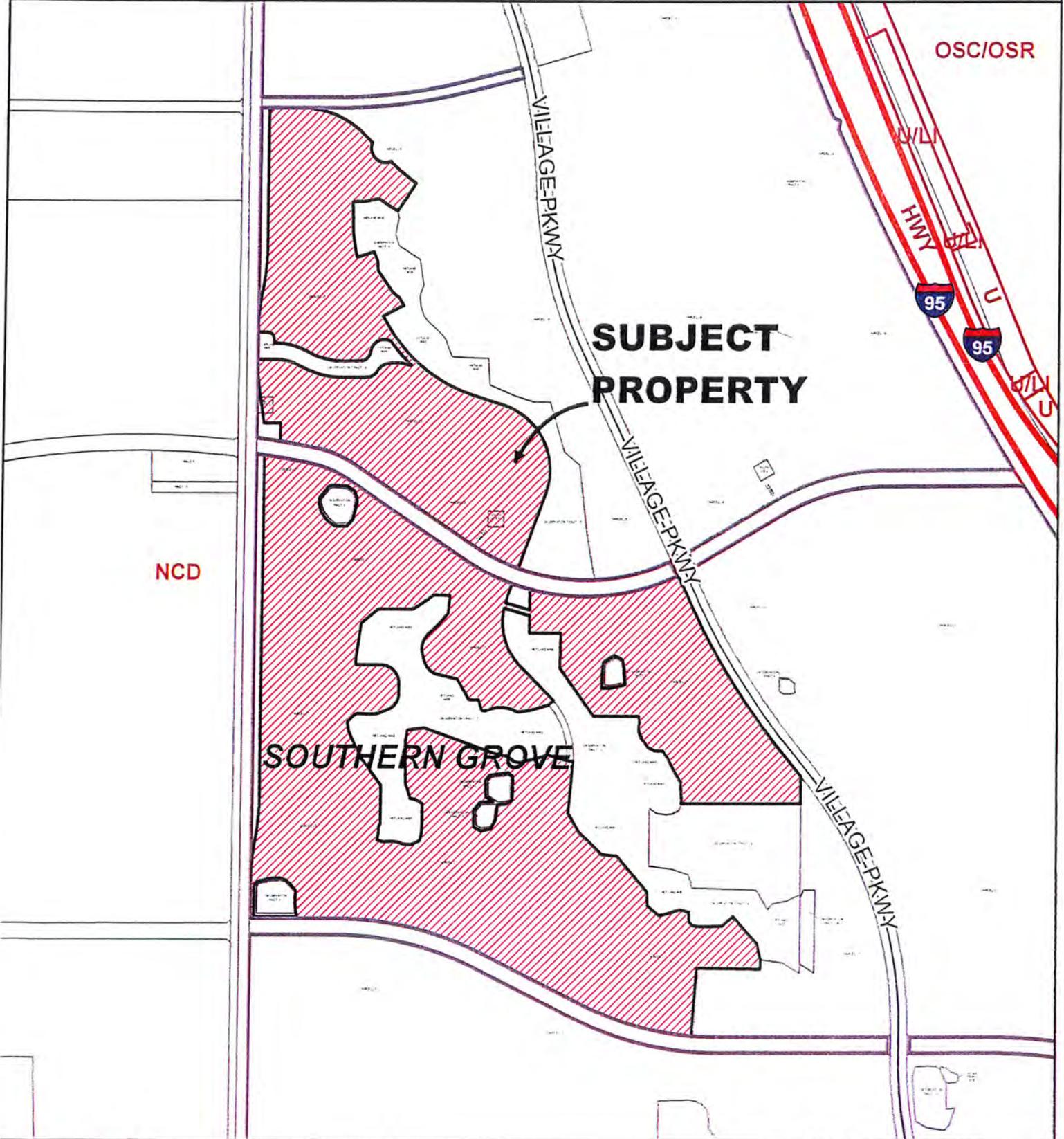


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

MPUD REZONING
DEL WEBB @ TRADITION
SOUTHERN GROVE
AERIAL DATE 2014

DATE	8/24/2016
APPLICATION NUMBER	P16-096
USER	patricias
SCALE	1 in = 1,200 ft

FUTURE LAND USE

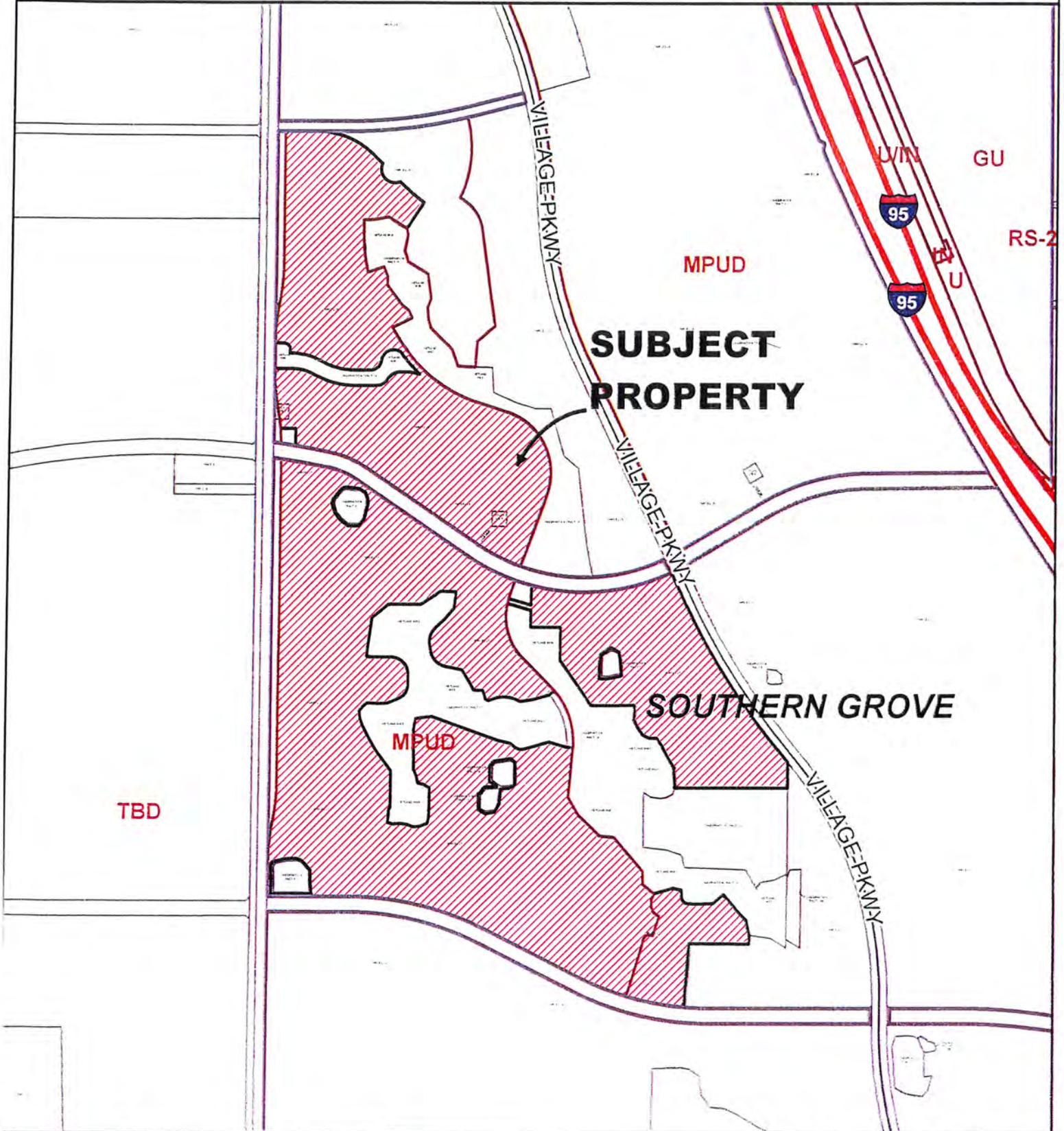


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

MPUD REZONING
DEL WEBB @ TRADITION
SOUTHERN GROVE

DATE:	8/24/2016
APPLICATION NUMBER:	P16-096
USER:	patricias
SCALE:	1 in = 1,239 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

MPUD REZONING
DEL WEBB @ TRADITION
SOUTHERN GROVE

DATE:	8/24/2016
APPLICATION NUMBER:	P16-096
USER:	patricias
SCALE:	1 in = 1,300 ft

PUD REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept.: P16-096
Fee (Nonrefundable)\$ 10,515.60
Receipt # 98417

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: sgarrett@lucidodesign.com

PROPERTY OWNER:

Name: Tradition Land Company, LLC

Address: 10489 SW Meeting Street, Port St. Lucie, FL 34987

Telephone No. 772-340-3500

FAX No. _____

AGENT OF OWNER (if any)

Name: Steven Garrett, Lucido & Associates

Address: 701 SE Ocean Boulevard, Stuart, FL 34994

Telephone No. 772-220-2100

Fax No. 772-223-0220

PROPERTY INFORMATION

Legal Description: See Attached
(Include Plat Book and Page)

Parcel I.D. Number: See Attached

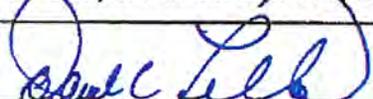
Current Zoning: Tradition Lagoon MPUD/TBD

Proposed Zoning: Del Webb @ Tradition MPUD

Future Land Use Designation: NCD Acreage of Property: 426.78 AC

Reason for rezoning request: _____
Property currently has future land use of New Community District with Tradition Lagoon/MPUD/TBD zoning.

This PUD rezoning request is required to enable development on the land. We are proposing PUD consistent with the City of Port St. Lucie Comprehensive Plan.



Signature of Owner

David C. Feltman
Hand Print Name

6/13/2016
Date

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

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

H:\PZ\SHARED\APPLCTN\PUD-REZONE (06/23/11)

Del Webb at Tradition

Master Planned Unit Development
MPUD

APPLICATION FOR MPUD REZONING OF
Del Webb at Tradition

(City Project Number: P16-096)
(Ordinance __ - ____, City of Port St. Lucie – P16-____)

Prepared for:

Pulte Group
1400 Indian Creek Parkway
Jupiter, Florida 33456

Prepared by:

Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

September 21st, 2016

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LIST OF EXHIBITS

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PROJECT TEAM

CURRENT PROPERTY OWNER (Seller)

Wesley S. McCurry
Tradition Land Company, LLC
4333 Edgewood Rd NE
Cedar Rapids, IA 52499

APPLICANT (Purchaser)

Gregory Pettibon
Pulte Group
1400 Indian Creek Parkway
Jupiter, Florida 33456

AGENT/ LAND PLANNER

Steve Garrett
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

LAND PLANNER/ENTITLEMENT

Autumn J. Sorrow
AJ Entitlements & Planning
6311 Riverwalk Lane #4
Jupiter, FL 33458

ENGINEERS

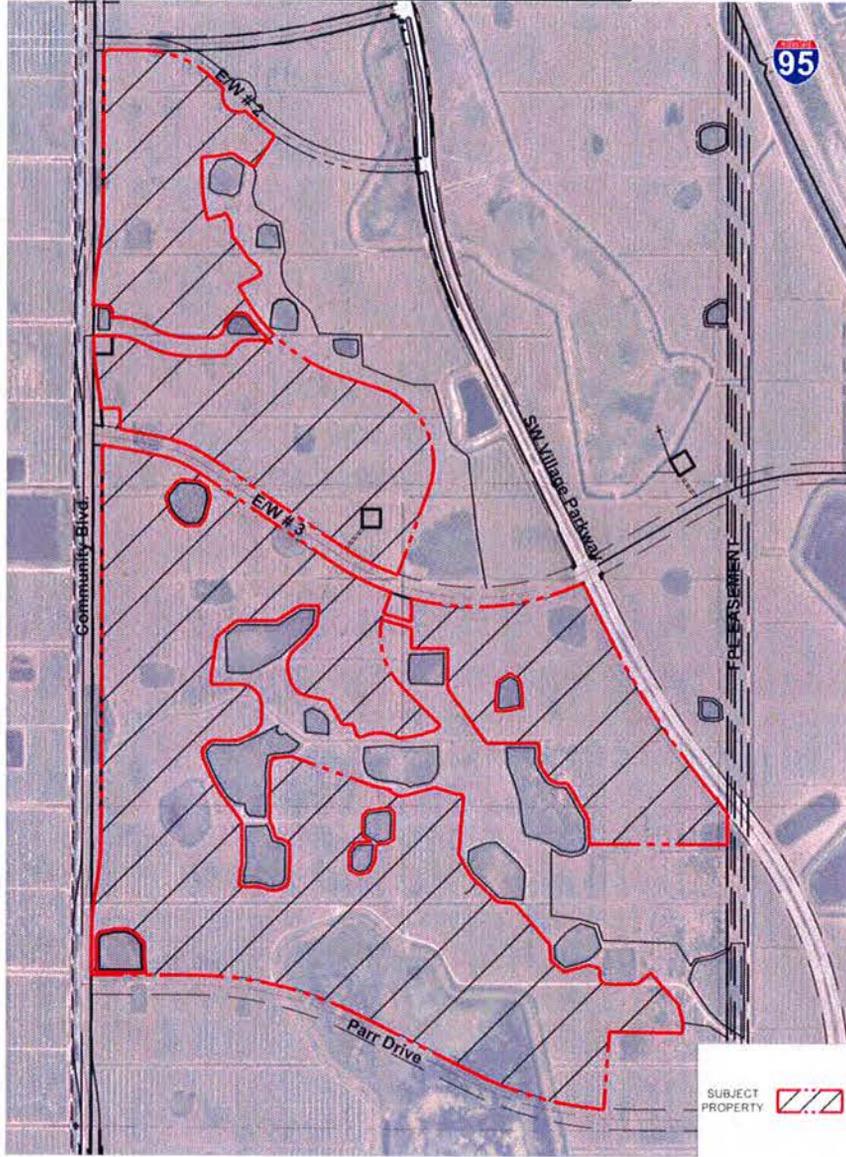
Kinan Husainy
Kimley-Horn and Associates, Inc.
445 24th St
Vero Beach, FL 32960

LOCATION

The Del Webb at Tradition MPUD is approximately 426.78 acres in size and is located within the Southern Grove Development of Regional Impact (DRI) within the City of Port St. Lucie.

General geographical location is south of Tradition and bordered by E/W #4/ Parr Drive (south), SW Village Parkway (east), E/W #2 (north) and SW Community Blvd. (west).

LOCATION EXHIBIT



Del Webb

Location Exhibit



<p>SCALE: 1" = 40'</p>		
<p>Design: _____</p> <p>Manager: _____</p> <p>Project Number: _____</p> <p>Municipal Number: _____</p> <p>Computer File: 14-021 Location Map.dwg</p>	<p>REG # 0116 Thomas P. Lucido</p> <p>1 of 1</p>	

EXHIBIT 1

PUD REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept.: _____
Fee (Nonrefundable)\$ _____
Receipt # _____

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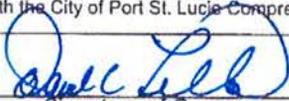
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David C. Feltman
Hand Print Name

6/13/2016
Date

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H:\FZ\SHARED\APPLCTN\PUD-REZONE (06/23/11)

EXHIBIT 2

MPUD APPLICATION CHECKLIST

1. Statement of Unified Control of the entire area within the proposed MPUD is enclosed as Exhibit 3.
2. Del Webb at Tradition MPUD is a proposed residential community designed to encompass residential, mixed-use and employment opportunities.
3. The Conceptual Plan for the Del Webb at Tradition MPUD is attached as Exhibit 8 of this submittal package.
4. Please see Exhibit 4 for the General Standards established for this Master Planned Unit Development. Development uses and standards are shown in Exhibit 6.
5. Includes the rezoning of 426.78 acres located west of I-95. The site is bordered by E/W #2 to the north, E/W #4/Parr Drive to the south, SW Community Blvd to the west, and SW Village Parkway to the east.

EXHIBIT 3
LETTER OF UNIFIED CONTROL



May 24, 2016

Ms. Patricia Tobin
Director of Planning & Zoning
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Del Webb at Tradition

Ms. Tobin,

This letter submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning requirements. Tradition Land Company, LLC is the owner of record of the subject property and copies of the warranty deeds are attached to this application.

If you should need anything further regarding this amendment, please contact me.

Sincerely,

Tradition Land Company, LLC

David Feltman
President

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

Area Requirements: The Del Webb at Tradition MPUD property is 426.78 acres; which exceeds the 50 acre minimum requirement for the establishment of a MPUD required by policy 1.2.6.2 of the City's Comprehensive Plan.

Relation to Major Transportation Facilities: The Del Webb at Tradition MPUD is located on the west side of SW Village Parkway, south of Tradition parkway. Temporary access will be from Village Parkway to access the sales center with primary access being provided from E/W/ # 3 once the first phase of E/W # 3 is completed. A portion of E/W#3 will be constructed with the initial phase of development to provide access to the initial phase. Access to the community will be provided by the construction of E/W#3. E/W#3 will initially be constructed by Tradition Land Company as a 2-lane roadway with the ultimate section that will accommodate a 4-lane divided urban arterial roadway that is consistent with the Southern Grove DRI Development Order transportation Conditions and the City Comprehensive Plan Map TRN-12: SW Annexation Roadway Plan.

Relation to Utilities, Public Facilities and services: The Del Webb at Tradition MPUD property will be served by Port St. Lucie Utilities for water and wastewater, Hometown Cable for phone and cable service and Florida Power & Light with electricity. Tradition Irrigation Company for irrigation water. Florida City Gas for natural gas. All Utilities will be underground.

Physical Character of the Site: The Del Webb at Tradition MPUD property is located within the Southern Grove Development of Regional Impact (DRI). Conservation areas (CA) are shown adjacent to and isolated CA's within the MPUD limits. All CA's are excluded from this specific MPUD rezoning and are dedicated to the Southern Grove Community Development District numbers 4, 5, & 6. The CA's isolated within the MPUD limits will have access easements provided with plat.

Consistency with the City's Comprehensive Plan: The Del Webb at Tradition MPUD is consistent with the City's Comprehensive Plan. Goal 1.2 provides for the creation of large scale sustainable communities with mixed-uses. Policy 1.2.2.3 requires neighborhoods in the residential area to be a minimum size of 10 acres and a maximum size of 750 acres. The residential component is 426.78 acres and is within 2 miles of existing and planned shops, services and other activities. Pursuant to policy 1.2.2.12 agriculture and agriculture related activities shall be permitted in areas intended for future development until the area is platted for non-agricultural uses.

EXHIBIT 5

SITE INFORMATION

(A) Total Acreage:

Land Uses included with this MPUD:

• Residential	426.78 acres
<hr style="border: 1px solid black;"/>	
Total	426.78 acres

See Exhibit 8 for MPUD Concept Master Plan.

(B) Pedestrian Ways:

The system of pedestrian movement will consist of 5' wide sidewalks on both sides of streets within the rights-of-way of the neighborhoods. The sidewalks will be installed as development occurs and will be consistent with final platting. Neighborhood sidewalks will tie into adjacent Southern Grove roadway systems as the systems are constructed and final plats occur.

(C) Density:

Residential Density: 1,350 DU's *

*Note: Units not used in one parcel can be transferred to other areas within development.

EXHIBIT 6

DEVELOPMENT USES & STANDARDS

SECTION 1 – RESIDENTIAL AREA

(A) Permitted Principal Uses and Structures: Neighborhoods within the Residential area may include the following principal uses and structures.

1. Single-family dwelling;
2. Single-family Villa or Duplex;
3. Single accessory apartments, home offices or studios with a maximum living area of 600 square feet shall be permitted above garages on residential lots;
4. Townhouse dwelling;
5. Multiple-family dwelling;
6. Park or playground, or other public or private recreation or cultural facility (including but not limited to: clubhouse, open space devoted to the conservation and maintenance of natural waterways, vegetation and wildlife, hiking and/ or bicycle trails; nature study areas and boardwalks; and picnic area); and
7. Temporary sales/construction trailers and model homes located upon the parcel for which activities are to be conducted.

(B) Accessory Uses: As set forth within Section 2 hereof.

(C) Lot Requirements /Residential Density:

1. Single-family dwelling: Three thousand five hundred (3,500) square feet and width of thirty-five (35) feet, with a maximum gross project density of twelve (12) dwelling units per acre.
2. Townhouse dwelling: One thousand four hundred (1,400) square feet and a width of eighteen (18) feet, with a maximum gross project density of fifteen (15) dwelling units per acre.
3. Multiple-family dwelling: Minimum lot requirement of 2 acres. Minimum gross project density of ten (10) dwelling units per acre and maximum gross project density of twenty (20) dwelling units per acre.

(D) Maximum Building Lot Coverage:

Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

(E) Minimum Open Space: Thirty (30) percent. Within open space areas include a minimum of five (5) percent useable open space in the form of squares, greens, parks, recreation areas and / or conservation areas.

(F) Maximum Building Height:

1. Single-family: Thirty-five (35) feet.
2. Multi-family and Schools: Sixty-five (65) feet.
3. Other permitted uses: Thirty-five (35) feet.

(G) Minimum Living Area:

1. Single-family dwelling: One thousand two hundred (1,200) square feet.
2. Townhouse and Multiple-family dwellings:
 - a. Studio apartment, six hundred (600) square feet;
 - b. One (1) bedroom, seven hundred (700) square feet;
 - c. Two (2) bedroom, eight hundred (800) square feet;
 - d. Three (3) bedroom, nine hundred (900) square feet.

(H) Yard Requirements and Buffering: Minimum setbacks shall be stated below unless otherwise indicated on Exhibit 10 of the Del Webb at Tradition MPUD.

1. Single-family dwelling:

Front Yard: Each lot shall have a front yard with a building setback line of fifteen (15) feet. Dwellings with alleys, shall have a front building setback of (15) feet and rear building setback of (18) feet to garage. Dwellings with a front loaded garage shall have a front setback of (18) eighteen feet to garage.

Side Yard: Each lot shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings. A side yard of fifteen (15) feet shall be provided adjacent to right-of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided adjacent to alleys.

Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet, eighteen (18) feet for garages on alleys.

2. Single-family Villa or Duplex:

Front Yard: Each lot shall have a front yard with a building setback line of fifteen (15) feet for dwellings with alleys or a front yard with a building setback line of fifteen (15) feet and a front load garage setback line of eighteen (18) feet for dwellings without alleys.

Side Yard: Each lot shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings. A side yard of fifteen (15) feet shall be provided adjacent to right-of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided adjacent to alleys.

Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet, eighteen (18) feet for garages on alleys.

3. Townhouse dwelling:

Each townhouse dwelling shall have a front yard with a minimum depth of twelve (12) feet for townhouse dwellings with alleys or a front yard with a minimum depth of twelve (12) feet and a front load garage setback line of eighteen (18) feet for townhouse dwellings without alleys and a rear yard with a minimum depth of ten (10) feet. Screened enclosures shall be set back a minimum of five (5) feet from the rear property line.

No less than three (3) townhouse dwellings and no more than eight (8) townhouse dwellings shall be contiguous. No contiguous group of dwellings shall exceed two hundred forty (240) feet in length.

No portion of a townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than fifteen (15) feet to any portion of a townhouse or accessory structure related to another group. A side yard having a minimum depth of ten (10) feet shall be provided between the side of any townhouse dwelling and a private or public street or right-of-way.

4. Multiple-family dwelling:

Each multi-family development shall have a setback of twenty-five (25) feet from the front yard and road rights-of-way and ten (10) feet from side and rear property lines. Where two or more buildings are situated upon a parcel, any two buildings shall be separated by a minimum of twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet.

5. All other permitted or special exception uses:

Setback requirements shall be twenty-five (25) feet for front yard and from public rights-of-way and ten (10) feet from side and rear property lines.

6. Buffering:

Where applicable, buffering shall be provided in accordance with the landscaping requirements of the City of Port St. Lucie Ordinances.

(I) Off-Street Parking and Service Requirements: As set forth in section 3 hereof.

(J) Site Plan Review: Multi-family and non-residential developments within the Residential area shall submit a site plan, meeting the criteria set forth above including City of Port St. Lucie Code of Ordinances, for review and approval by the City's Site Plan Review Committee and City Council.

SECTION 2 – ACCESSORY USES AND STRUCTURES

(A) General Provisions: Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage and other requirements. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive.

(B) Accessory Uses in Residential Areas:

1. Accessory uses or structures shall not be located in that area extending from the front building line to the front property line unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of five (5) feet from the rear property line, except where lakes or open space are adjacent to the rear property line and setback may be reduced to two (2) feet. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way.
2. Accessory uses as permitted by Section 158.217 of the City of Port St. Lucie Zoning Code are allowed in the residential area.
3. Home Occupation: A home occupation as defined herein shall be permitted within residential areas, subject to the provisions of Section 158.217(F).

(C) Accessory Uses in Recreational Areas:

1. Accessory uses or structures shall be located a minimum of ten (10) feet from the front and rear property lines. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way.

SECTION 3 – PARKING AND PEDESTRIAN REQUIREMENTS

(A) Parking Requirements: Each building, use, or structure shall be provided with off-street parking and service facilities in accordance with the provisions set forth herein. The maximum number of parking spaces to be provided is limited to one hundred twenty-five (125) percent of that required by the provisions set forth herein.

1. Residential: 1.5 spaces per dwelling unit.
2. Recreation/Clubhouse: No parking required provided adequate pedestrian access exists within the area intended to be served by the facility.

(B) Shared or joint use of parking facilities between and among uses is authorized when:

1. There is a relationship among the land uses utilizing shared parking that will attract drivers to two or more uses in a single trip; and,
2. There is adequate linkage between the parking and each of the uses sharing the parking.

(C) Parking areas shall be encouraged to be located to the rear or side of the property.

(D) Parking lot landscaping shall be in accordance with Chapter 153, City of Port St. Lucie Zoning Ordinances except that ten (10) foot parking islands shall be required to break up rows in groups of twelve (12) contiguous spaces.

(E) Pedestrian Access:

1. An on-site pedestrian circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided with each site plan. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained.
2. The circulation system must be hard-surfaced, ADA acceptable, and be at least 5 feet wide.

SECTION 4 – LANDSCAPING

(A) Plant Materials:

1. Tree species height, spread and minimum clear trunk and shrub heights shall meet or exceed the minimum specified by the USDA's Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately.
2. Tree species shall be a minimum of fourteen (14) feet overall height when planted with a minimum four (4) foot spread in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.
3. Existing plant material used to meet the intent of this section and City of Port St. Lucie Code of Ordinances, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.
4. No more than eighty (80) percent of the required trees shall be native species.
5. A minimum of twenty-five (25) percent of all required trees shall be native.

(B) Easement and Utility Area Landscaping: Trees and all vegetation with intrusive root systems shall not be planted within ten (10) feet of any utilities; including water and sewer lines, exiting utility pole, guy wire, and pad mounted transformers. No protective barriers will be required. All proposed utilities shall maintain separation distances from potable water mains as required by the city and FDEP.

(C) Residential Landscaping: The number of trees to be provided per lot shall be as follows:

- A. Lots less than 6,000 sq. ft. shall provide two (2) trees.
- B. Lots from 6,000 to 7,500 sq. ft. shall provide three (3) trees.
- C. Lots over 7,500 sq. ft. shall provide four (4) trees.

(D) Perimeter landscape requirements:

1. Adjacent to lakes: Perimeter landscape requirements may be relocated to other areas within the project site to allow creativity in landscape design adjacent to the lake.
2. Adjacent to Collector and Arterial roadways: The 6' fence or wall is at the discretion of the developer, however the minimum City of Port St. Lucie landscape (plant material) requirements will be met.

SECTION 5 – UTILITIES

(A) Proposed Sanitary Sewer System:

The proposed Southern Grove project is located within the City of Port St. Lucie Water and Sewer service area. The proposed Sanitary Sewer System for Southern Grove will consist of gravity sanitary sewer mains and manholes, which will flow to on-site sewage pump stations. The proposed maximum depth of gravity sewer mains and number of pump stations are dependent on existing soil conditions, and may vary due to those existing soil conditions. The proposed wastewater pump stations will have force mains, which will carry the flows to the existing City of Port St. Lucie wastewater transmission system. The existing City of Port St. Lucie wastewater transmission system consists of an existing force main along Village Parkway, located on the eastern side of the Southern Grove project. The proposed sewer transmission will include force main connections to this existing city force main along Village Parkway.

(B) Proposed Water Distribution System:

The proposed Southern Grove project is located within the City of Port St. Lucie Water and Sewer service area. The proposed water distribution system for Southern Grove will consist of a main water line along the spine road of the project. There will be several connections to the main spine road, and these water mains will be extend along all other roadways within the project. Water mains will be looped wherever possible, and upsized lines will be provided if necessary to provide additional pressure for longer dead end lines. All dead end lines will have blow offs or hydrants to allow for adequate flushing of the system.

The proposed water mains will be connected to the existing City of Port St. Lucie potable water system. The existing City of Port St. Lucie potable water system consists of a large water main located along Village Parkway, located on the eastern side of the Southern Grove project. The proposed water main connections for the site will included two connections to this existing water main along Village Parkway.

SECTION 6 – TRADITION TRAIL

A private residential street is running east-west dividing conservation tract-16 and conservation tract-16B. The proposed Tradition Trail (when developed by the City of Port St. Lucie and/or the master developer of Tradition) will be allowed to cross at the private residential street. A formalized pedestrian crossing will occur at the private residential street and implement pedestrian awareness signs identifying Tradition Trail and the road crossing. No fencing or other security measures blocking use and continuation of the trail north-south across the residential street.

EXHIBIT 7

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN PARCEL 25, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 22, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT OF COMMENCEMENT #1, BEING THE NORTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE WEST LINE OF SAID SECTION 22, SOUTH $00^{\circ}24'43''$ EAST, A DISTANCE OF 1887.25 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH $89^{\circ}35'17''$ EAST, A DISTANCE OF 226.88 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF PROPOSED E/W 2, SAID POINT ALSO BEING POINT OF BEGINNING #1; THENCE, DEPARTING SAID EAST LINE, ALONG SAID SOUTH RIGHT-OF-WAY LINE, THE FOLLOWING SEVEN (7) COURSES, NORTH $45^{\circ}02'47''$ EAST, A DISTANCE OF 35.38 FEET; THENCE SOUTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 285.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 850.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $44^{\circ}08'59''$, A DISTANCE OF 654.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $45^{\circ}51'01''$ EAST, A DISTANCE OF 109.97 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 135.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH $67^{\circ}35'19''$ EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $136^{\circ}31'23''$, A DISTANCE OF 321.67 FEET; THENCE SOUTH $45^{\circ}51'01''$ EAST, A DISTANCE OF 41.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1650.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $9^{\circ}25'22''$, A DISTANCE OF 271.35 FEET; THENCE SOUTH $33^{\circ}37'18''$ WEST, A DISTANCE OF 305.32 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF CONSERVATION TRACT NO. 15 OF SAID PLAT OF SOUTHERN GROVE PLAT NO. 3; THENCE, ALONG THE NORTH AND WEST LINES OF SAID CONSERVATION TRACT NO. 15 THE FOLLOWING EIGHTEEN (18) COURSES, NORTH $58^{\circ}50'58''$ WEST, A DISTANCE OF 212.77 FEET; THENCE SOUTH $80^{\circ}06'18''$ WEST, A DISTANCE OF 137.00 FEET; THENCE SOUTH $87^{\circ}02'27''$ WEST, A DISTANCE OF 112.82 FEET; THENCE SOUTH $01^{\circ}11'29''$ EAST, A DISTANCE OF 187.55 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1440.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $13^{\circ}00'22''$, A DISTANCE OF 326.88 FEET; THENCE NORTH $72^{\circ}36'32''$ EAST, A DISTANCE OF 167.38 FEET; THENCE SOUTH $23^{\circ}13'10''$ EAST, A DISTANCE OF 96.35 FEET; THENCE SOUTH $01^{\circ}15'47''$ EAST, A DISTANCE OF 85.83 FEET; THENCE SOUTH $36^{\circ}09'06''$ EAST, A DISTANCE OF 250.38 FEET; THENCE SOUTH $51^{\circ}38'43''$ EAST, A DISTANCE OF 84.29 FEET; THENCE SOUTH $27^{\circ}03'16''$ EAST, A DISTANCE OF 74.38 FEET; THENCE SOUTH $62^{\circ}56'44''$ WEST, A DISTANCE OF 214.85 FEET; THENCE SOUTH $31^{\circ}25'05''$ EAST, A DISTANCE OF 128.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1440.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $40^{\circ}59'01''$, A DISTANCE OF 1030.03 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $72^{\circ}24'06''$ EAST, A DISTANCE OF 315.46 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 630.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $92^{\circ}29'11''$, A DISTANCE OF 1016.94 FEET TO THE POINT OF TANGENCY; THENCE SOUTH $20^{\circ}05'06''$ WEST, A DISTANCE OF 744.10 FEET TO A POINT OF INTERSECTION WITH THE NORTH

RIGHT-OF-WAY LINE OF E/W 3 RECORDED AS EXHIBIT E, OFFICIAL RECORD BOOK 2899 AT PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1925.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 19°11'33" EAST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 14°25'49", A DISTANCE OF 484.82 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, NORTH 56°22'38" WEST, A DISTANCE OF 1338.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 410.38 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 8076.97 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°30'06", A DISTANCE OF 352.65 FEET; THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°05'34" EAST, A DISTANCE OF 169.97 FEET; THENCE NORTH 89°54'27" WEST, A DISTANCE OF 156.51 FEET TO A POINT OF INTERSECTION WITH AFORESAID EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2215.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 84°42'56" WEST; THENCE NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°21'53", A DISTANCE OF 207.40 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2065.00 FEET; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'43", A DISTANCE OF 387.27 FEET TO THE SOUTHWEST CORNER OF CONSERVATION TRACT NO. 14 OF SAID PLAT OF SOUTHERN GROVE PLAT NO. 3; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE AND ALONG THE SOUTH, EAST AND NORTH LINES OF SAID CONSERVATION TRACT NO. 14, THE FOLLOWING TWENTY-TWO (22) COURSES, SOUTH 90°00'00" EAST, A DISTANCE OF 157.18 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°43'14", A DISTANCE OF 250.64 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 850.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°55'11", A DISTANCE OF 429.03 FEET TO THE POINT OF TANGENCY; THENCE NORTH 89°48'04" EAST, A DISTANCE OF 183.72 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 523.61 FEET FROM WHICH A RADIAL LINE BEARS NORTH 00°13'56" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°40'53", A DISTANCE OF 51.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 113.81 FEET FROM WHICH A RADIAL LINE BEARS NORTH 03°26'12" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°00'28", A DISTANCE OF 107.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 155.68 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 60°36'06" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°57'53", A DISTANCE OF 160.21 FEET; THENCE SOUTH 89°29'45" EAST, A DISTANCE OF 93.08 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 176.37 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 02°53'47" WEST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°00'19", A DISTANCE OF 61.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 79.81 FEET FROM WHICH A RADIAL LINE BEARS NORTH 24°30'36" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

29°50'56", A DISTANCE OF 41.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1500.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 42°57'50" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°15'29", A DISTANCE OF 294.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 419.19 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 28°20'43" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°37'03", A DISTANCE OF 11.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 136.39 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 24°56'56" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°58'51", A DISTANCE OF 107.07 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 132.99 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 24°54'34" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°21'58", A DISTANCE OF 130.83 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 110.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°04'54", A DISTANCE OF 155.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°48'22" WEST, A DISTANCE OF 156.54 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 700.36 FEET FROM WHICH A RADIAL LINE BEARS NORTH 00°11'43" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°13'54", A DISTANCE OF 357.32 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 650.20 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 28°21'59" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°43'16", A DISTANCE OF 325.93 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 36.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 79°32'46", A DISTANCE OF 83.30 FEET; THENCE NORTH 84°53'44" WEST, A DISTANCE OF 41.74 FEET; THENCE NORTH 88°30'26" WEST, A DISTANCE OF 62.01 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2065.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 89°54'26" EAST; THENCE, DEPARTING THE NORTH LINE OF SAID CONSERVATION TRACT NO. 14, NORTHERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 387.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2215.00 FEET; THENCE, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 1251.15 FEET TO POINT OF BEGINNING #1.

CONTAINING 5,268,673 SQUARE FEET / 120.9521 ACRES MORE OR LESS.

TOGETHER WITH:

BEING A PARCEL OF LAND LYING IN PARCEL 27, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 22 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT POINT OF COMMENCEMENT #2, BEING THE SOUTHWEST CORNER OF SAID SECTION 22; THENCE, ALONG THE WEST LINE OF SAID SECTION 22, NORTH 00°24'43" WEST, A DISTANCE OF 339.90 FEET; THENCE, DEPARTING SAID WEST LINE, NORTH 89°35'17" EAST, A DISTANCE OF 198.79 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY

LINE OF COMMUNITY BOULEVARD AND THE SOUTH RIGHT-OF-WAY LINE OF E/W 3 RECORDED AS EXHIBIT E IN OFFICIAL RECORD BOOK 2899 AT PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND POINT OF BEGINNING #2; SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 7926.97 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 08°20'59" WEST; THENCE EASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE OF E/W 3 AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°24'01", A DISTANCE OF 470.43 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 925.00 FEET; THENCE EASTERLY, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°52'22", A DISTANCE OF 353.12 FEET TO THE POINT OF TANGENCY AND POINT A; THENCE, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 56°22'38" EAST, A DISTANCE OF 1338.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2075.00 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°21'56", A DISTANCE OF 520.26 FEET; THENCE, DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 20°05'06" WEST, A DISTANCE OF 153.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 590.45 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 69°55'00" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°03'03", A DISTANCE OF 31.44 FEET; THENCE SOUTH 73°44'12" EAST, A DISTANCE OF 237.66 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 190.82 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF E/W 3 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2075.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 14°29'13" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°05'48", A DISTANCE OF 1415.91 FEET; THENCE SOUTH 70°30'48" EAST, A DISTANCE OF 35.63 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF VILLAGE PARKWAY RECORDED AS EXHIBIT A IN OFFICIAL RECORD BOOK, 2899 PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 25°57'22" EAST, A DISTANCE OF 338.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 6901.00 FEET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°59'06", A DISTANCE OF 1563.98 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 38°56'28" EAST, A DISTANCE OF 290.22 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF CONSERVATION TRACT NO. 18 AS SHOWN ON AFORESAID SOUTHERN GROVES PLAT NO. 3; THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE AND ALONG SAID WEST TRACT LINE, SOUTH 00°02'34" WEST, A DISTANCE OF 254.07 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID CONSERVATION TRACT NO. 18; THENCE, ALONG SAID NORTH LINE, NORTH 90°00'00" WEST, A DISTANCE OF 1130.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF CONSERVATION TRACT NO. 16 OF SAID SOUTHERN GROVES PLAT NO. 3; THENCE, ALONG SAID EAST TRACT LINE THE FOLLOWING EIGHTEEN (18) COURSES, NORTH 15°23'20" EAST, A DISTANCE OF 18.46 FEET; THENCE NORTH 03°05'31" WEST, A DISTANCE OF 116.37 FEET; THENCE NORTH 03°03'16" WEST, A DISTANCE OF 65.64 FEET; THENCE NORTH 30°26'20" WEST, A DISTANCE OF 134.71 FEET; THENCE NORTH 27°20'53" WEST, A DISTANCE OF 117.43 FEET; THENCE NORTH 35°18'09" WEST, A DISTANCE OF 85.92 FEET; THENCE NORTH 89°51'04" WEST, A DISTANCE OF 77.82 FEET; THENCE NORTH 64°42'20" WEST, A DISTANCE OF 68.88 FEET; THENCE NORTH 35°26'05" WEST, A DISTANCE OF 104.58 FEET; THENCE NORTH 25°11'02" WEST, A DISTANCE OF 73.15 FEET; THENCE NORTH 03°14'42" EAST, A DISTANCE OF 79.27 FEET; THENCE NORTH 02°37'31" WEST, A DISTANCE OF 64.61 FEET; THENCE SOUTH 89°42'02" WEST, A DISTANCE OF 431.66 FEET; THENCE NORTH 35°36'37" WEST, A DISTANCE OF 548.38 FEET TO POINT B; THENCE NORTH 00°30'59" EAST, A DISTANCE OF 326.12 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 298.44 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 162.83 FEET; THENCE DEPARTING SAID EAST TRACT LINE, NORTH 73°44'12" WEST, A DISTANCE

OF 250.79 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF AFORESAID CONSERVATION TRACT NO. 16 AND A POINT ON A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 590.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 77°50'28" EAST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57°12'44", A DISTANCE OF 589.05 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID WEST TRACT LINE SOUTH 45°01'52" EAST, A DISTANCE OF 407.33 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 760.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°12'58", A DISTANCE OF 42.66 FEET; THENCE, DEPARTING SAID WEST TRACT LINE, SOUTH 48°11'06" WEST, A DISTANCE OF 60.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF CONSERVATION TRACT NO. 17 OF SAID SOUTHERN GROVES PLAT NO. 3; THENCE, ALONG THE NORTH, WEST AND SOUTH LINES OF SAID CONSERVATION TRACT NO. 17 THE FOLLOWING SEVENTY (70) COURSES, SOUTH 73°32'20" WEST, A DISTANCE OF 177.17 FEET; THENCE SOUTH 82°12'59" WEST, A DISTANCE OF 114.44 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 35.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36°28'32", A DISTANCE OF 22.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 315.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°17'01", A DISTANCE OF 298.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°44'13", A DISTANCE OF 60.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 16°51'17" WEST, A DISTANCE OF 79.41 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 89.64 FEET; THENCE NORTH 30°24'21" WEST, A DISTANCE OF 92.33 FEET; THENCE NORTH 31°17'40" WEST, A DISTANCE OF 137.81 FEET; THENCE NORTH 78°24'38" WEST, A DISTANCE OF 172.59 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 185.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°21'49", A DISTANCE OF 211.05 FEET TO THE POINT OF TANGENCY; THENCE NORTH 13°02'49" WEST, A DISTANCE OF 65.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 185.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°46'55", A DISTANCE OF 193.03 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46°44'06" EAST, A DISTANCE OF 131.36 FEET; THENCE NORTH 39°43'37" EAST, A DISTANCE OF 137.06 FEET; THENCE NORTH 06°06'44" EAST, A DISTANCE OF 160.62 FEET; THENCE NORTH 89°03'40" WEST, A DISTANCE OF 153.66 FEET; THENCE SOUTH 57°17'45" WEST, A DISTANCE OF 231.45 FEET; THENCE SOUTH 89°44'18" WEST, A DISTANCE OF 327.70 FEET; THENCE SOUTH 50°35'21" WEST, A DISTANCE OF 208.33 FEET; THENCE SOUTH 07°58'16" WEST, A DISTANCE OF 322.93 FEET; THENCE SOUTH 02°07'56" WEST, A DISTANCE OF 66.02 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 239.76 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 175.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 274.89 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 97.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°20'14", A DISTANCE OF 165.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 63°20'14" WEST, A DISTANCE OF 6.86 FEET; THENCE SOUTH 67°14'45" WEST, A DISTANCE OF 123.06 FEET; THENCE SOUTH 87°12'21" WEST, A DISTANCE OF 86.92 FEET; THENCE NORTH 88°11'46" WEST, A DISTANCE OF 116.98 FEET; THENCE SOUTH 52°35'42" WEST, A DISTANCE OF 50.47 FEET; THENCE SOUTH 42°51'38"

WEST, A DISTANCE OF 60.53 FEET; THENCE SOUTH 08°11'59" EAST, A DISTANCE OF 82.21 FEET; THENCE SOUTH 23°05'49" EAST, A DISTANCE OF 67.03 FEET; THENCE SOUTH 25°45'11" EAST, A DISTANCE OF 110.31 FEET; THENCE SOUTH 29°23'17" EAST, A DISTANCE OF 119.22 FEET; THENCE SOUTH 35°24'13" EAST, A DISTANCE OF 77.79 FEET; THENCE SOUTH 36°43'52" EAST, A DISTANCE OF 226.10 FEET; THENCE SOUTH 00°15'51" EAST, A DISTANCE OF 354.16 FEET; THENCE SOUTH 29°06'02" WEST, A DISTANCE OF 35.17 FEET; THENCE SOUTH 00°39'35" EAST, A DISTANCE OF 57.42 FEET; THENCE SOUTH 09°50'05" WEST, A DISTANCE OF 66.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 300.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 30°34'54" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°52'10", A DISTANCE OF 4.55 FEET; THENCE SOUTH 73°05'49" EAST, A DISTANCE OF 53.04 FEET; THENCE NORTH 85°47'11" EAST, A DISTANCE OF 75.53 FEET; THENCE SOUTH 82°09'42" EAST, A DISTANCE OF 69.14 FEET; THENCE SOUTH 68°50'30" EAST, A DISTANCE OF 55.80 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 22.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°37'46", A DISTANCE OF 49.13 FEET; THENCE NORTH 66°38'50" EAST, A DISTANCE OF 84.37 FEET; THENCE NORTH 12°51'14" EAST, A DISTANCE OF 66.26 FEET; THENCE NORTH 01°38'31" EAST, A DISTANCE OF 110.91 FEET; THENCE NORTH 00°24'16" EAST, A DISTANCE OF 167.20 FEET; THENCE NORTH 56°05'28" WEST, A DISTANCE OF 69.16 FEET; THENCE NORTH 77°09'12" WEST, A DISTANCE OF 57.87 FEET; THENCE NORTH 15°28'04" WEST, A DISTANCE OF 77.51 FEET; THENCE NORTH 25°55'25" WEST, A DISTANCE OF 64.53 FEET; THENCE NORTH 01°09'13" EAST, A DISTANCE OF 102.85 FEET; THENCE NORTH 01°43'32" WEST, A DISTANCE OF 117.23 FEET; THENCE NORTH 02°46'40" EAST, A DISTANCE OF 87.92 FEET; THENCE NORTH 02°45'45" WEST, A DISTANCE OF 90.00 FEET; THENCE NORTH 08°45'00" EAST, A DISTANCE OF 106.97 FEET; THENCE NORTH 78°27'17" EAST, A DISTANCE OF 43.67 FEET; THENCE NORTH 83°56'58" EAST, A DISTANCE OF 116.93 FEET; THENCE SOUTH 70°31'48" EAST, A DISTANCE OF 720.59 FEET; THENCE SOUTH 78°22'43" EAST, A DISTANCE OF 105.72 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 45.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°15'42", A DISTANCE OF 22.98 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 49°07'01" EAST, A DISTANCE OF 29.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°03'01", A DISTANCE OF 112.50 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°49'58" EAST, A DISTANCE OF 253.89 FEET; THENCE SOUTH 73°11'00" EAST, A DISTANCE OF 181.24 FEET TO THE SOUTHEAST CORNER OF SAID CONSERVATION TRACT NO. 17; THENCE SOUTH 85°46'44" EAST, A DISTANCE OF 60.02 FEET TO A POINT OF INTERSECTION WITH THE AFORE SAID WEST LINE OF CONSERVATION TRACT NO. 16 AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 760.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 85°46'44" WEST; THENCE SOUTHERLY ALONG SAID WEST TRACT LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°44'18", A DISTANCE OF 9.79 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID WEST TRACT LINE THE FOLLOWING TWENTY-THREE (23) COURSES, SOUTH 04°57'34" WEST, A DISTANCE OF 476.51 FEET TO POINT C; THENCE SOUTH 30°05'50" EAST, A DISTANCE OF 203.98 FEET; THENCE SOUTH 46°43'42" EAST, A DISTANCE OF 189.69 FEET; THENCE SOUTH 45°15'32" EAST, A DISTANCE OF 108.69 FEET; THENCE SOUTH 84°26'49" EAST, A DISTANCE OF 145.14 FEET; THENCE SOUTH 40°44'43" EAST, A DISTANCE OF 441.54 FEET; THENCE SOUTH 03°28'43" EAST, A DISTANCE OF 130.97 FEET; THENCE SOUTH 50°03'38" EAST, A DISTANCE OF 142.15 FEET; THENCE NORTH 74°09'34" EAST, A DISTANCE OF 129.53 FEET;

THENCE NORTH 72°08'44" EAST, A DISTANCE OF 75.58 FEET; THENCE SOUTH 73°27'51" EAST, A DISTANCE OF 92.82 FEET; THENCE SOUTH 02°40'38" EAST, A DISTANCE OF 87.29 FEET; THENCE SOUTH 39°03'12" EAST, A DISTANCE OF 46.56 FEET; THENCE SOUTH 82°52'56" EAST, A DISTANCE OF 67.71 FEET; THENCE SOUTH 89°51'19" EAST, A DISTANCE OF 84.03 FEET; THENCE NORTH 87°13'00" EAST, A DISTANCE OF 131.36 FEET; THENCE NORTH 48°56'20" EAST, A DISTANCE OF 135.03 FEET; THENCE SOUTH 41°03'40" EAST, A DISTANCE OF 252.58 FEET; THENCE SOUTH 43°51'18" EAST, A DISTANCE OF 90.15 FEET; THENCE SOUTH 13°44'05" EAST, A DISTANCE OF 151.78 FEET TO A POINT OF INTERSECTION WITH NORTH LINE OF CONSERVATION TRACT NO. 18; THENCE, ALONG THE NORTH AND WEST LINES OF SAID CONSERVATION TRACT NO. 18 THE FOLLOWING THREE COURSES, SOUTH 03°14'21" WEST, A DISTANCE OF 87.14 FEET; THENCE NORTH 89°14'41" WEST, A DISTANCE OF 596.05 FEET; THENCE SOUTH 04°13'26" WEST, A DISTANCE OF 635.29 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF E/W 4, RECORDED AS EXHIBIT F IN OFFICIAL RECORD BOOK, 2899 PAGE 2930 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 2925.00 FEET FROM WHICH A RADIAL LINE BEARS NORTH 04°39'35" EAST; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°53'45", A DISTANCE OF 1117.81 FEET TO THE POINT OF TANGENCY; THENCE, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES, NORTH 63°26'39" WEST, A DISTANCE OF 1026.51 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 3075.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°33'21", A DISTANCE OF 1425.22 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 823.63 FEET TO POINT D AND A POINT OF INTERSECTION WITH THE AFORESAID EAST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD; THENCE, ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES, NORTH 00°05'34" EAST, A DISTANCE OF 324.88 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 2065.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 387.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2215.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 415.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00°05'34" EAST, A DISTANCE OF 3189.52 FEET TO POINT OF BEGINNING #2.

CONTAINING 13,733,236 SQUARE FEET / 315.2717 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT A; THENCE SOUTH 05°36'41" EAST, A DISTANCE OF 71.60 FEET TO POINT OF BEGINNING #3;
THENCE SOUTH 56°25'07" EAST, A DISTANCE OF 83.06 FEET; THENCE SOUTH 20°06'37" EAST, A DISTANCE OF 57.61 FEET; THENCE SOUTH 06°31'57" EAST, A DISTANCE OF 47.38 FEET; THENCE SOUTH 14°05'39" WEST, A DISTANCE OF 160.33 FEET; THENCE SOUTH 40°05'56" WEST, A DISTANCE OF 85.61 FEET; THENCE SOUTH 89°39'12" WEST, A DISTANCE OF 116.12 FEET; THENCE NORTH 54°05'23" WEST, A DISTANCE OF 90.88 FEET; THENCE NORTH 37°49'36" WEST, A DISTANCE OF 87.69 FEET; THENCE NORTH 18°32'07" WEST, A DISTANCE OF 101.36 FEET; THENCE NORTH 11°24'38" EAST, A DISTANCE OF 44.95 FEET; THENCE NORTH 39°44'11" EAST, A DISTANCE OF 133.59 FEET; THENCE NORTH 68°40'41" EAST, A DISTANCE OF 34.54 FEET; THENCE SOUTH 89°57'59" EAST, A DISTANCE OF 38.94 FEET; THENCE SOUTH 85°13'43" EAST, A DISTANCE OF 110.49 FEET TO THE POINT OF BEGINNING #3. (ALSO KNOW AS CONSERVATION TRACT NO. 8)

CONTAINING 108,181 SQUARE FEET / 2.4835 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT B; THENCE NORTH 81°37'00" EAST, A DISTANCE OF 412.94 FEET TO POINT OF BEGINNING #4;
THENCE NORTH 57°40'10" EAST, A DISTANCE OF 122.20 FEET; THENCE SOUTH 60°44'46" EAST, A DISTANCE OF 95.61 FEET; THENCE SOUTH 10°09'57" EAST, A DISTANCE OF 89.20 FEET; THENCE SOUTH 03°44'57" EAST, A DISTANCE OF 143.02 FEET; THENCE SOUTH 77°13'07" WEST, A DISTANCE OF 135.46 FEET; THENCE SOUTH 88°50'46" WEST, A DISTANCE OF 91.76 FEET; THENCE NORTH 00°24'36" WEST, A DISTANCE OF 134.32 FEET; THENCE NORTH 06°48'03" EAST, A DISTANCE OF 110.16 FEET TO POINT OF BEGINNING #4. (ALSO KNOW AS CONSERVATION TRACT NO. 7)

CONTAINING 56,866 SQUARE FEET / 1.3055 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT C; THENCE NORTH 77°23'32" WEST, A DISTANCE OF 540.45 FEET TO POINT OF BEGINNING #5;
THENCE SOUTH 60°00'56" WEST, A DISTANCE OF 66.97 FEET; THENCE SOUTH 86°17'03" WEST, A DISTANCE OF 83.25 FEET; THENCE SOUTH 05°45'30" WEST, A DISTANCE OF 147.56 FEET; THENCE SOUTH 29°35'22" WEST, A DISTANCE OF 94.52 FEET; THENCE SOUTH 79°01'50" WEST, A DISTANCE OF 92.37 FEET; THENCE NORTH 62°28'01" WEST, A DISTANCE OF 79.64 FEET; THENCE NORTH 01°01'32" WEST, A DISTANCE OF 154.63 FEET; THENCE NORTH 38°49'23" EAST, A DISTANCE OF 94.38 FEET; THENCE NORTH 88°15'35" EAST, A DISTANCE OF 125.84 FEET; THENCE NORTH 56°40'18" WEST, A DISTANCE OF 87.44 FEET; THENCE NORTH 00°16'50" WEST, A DISTANCE OF 156.20 FEET; THENCE NORTH 40°26'33" EAST, A DISTANCE OF 62.13 FEET; THENCE NORTH 82°11'46" EAST, A DISTANCE OF 175.58 FEET; THENCE SOUTH 50°43'44" EAST, A DISTANCE OF 57.44 FEET; THENCE SOUTH 00°49'44" WEST, A DISTANCE OF 222.36 FEET TO POINT OF BEGINNING #5. (ALSO KNOW AS CONSERVATION TRACT NO. 10)

CONTAINING 116,072 SQUARE FEET / 2.6647 ACRES MORE OR LESS.

LESS:

COMMENCING AT SAID POINT D; THENCE NORTH 64°39'09" EAST, A DISTANCE OF 46.72 FEET TO POINT OF BEGINNING #6;
THENCE NORTH 00°09'14" WEST, A DISTANCE OF 106.78 FEET; THENCE NORTH 00°46'48" WEST, A DISTANCE OF 175.58 FEET; THENCE NORTH 31°19'41" EAST, A DISTANCE OF 50.72 FEET; THENCE NORTH 77°23'13" EAST, A DISTANCE OF 121.27 FEET; THENCE NORTH 87°18'50" EAST, A DISTANCE OF 100.04 FEET; THENCE SOUTH 71°02'49" EAST, A DISTANCE OF 57.41 FEET; THENCE SOUTH 49°15'20" EAST, A DISTANCE OF 55.60 FEET; THENCE SOUTH 39°51'14" EAST, A DISTANCE OF 79.66 FEET; THENCE SOUTH 01°20'38" EAST, A DISTANCE OF 136.01 FEET; THENCE SOUTH 05°09'50" EAST, A DISTANCE OF 105.20 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 402.11 FEET TO POINT OF BEGINNING #6. (ALSO KNOW AS CONSERVATION TRACT NO. 9)

CONTAINING 130,323 SQUARE FEET / 2.9918 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN ST. LUCIE COUNTY, FLORIDA.
ABOVE DESCRIBED LANDS CONTAINING A TOTAL AREA OF 18,590,405 SQUARE FEET /
426.7770 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-
WAY OF RECORD.

EXHIBIT 8

CONCEPT MASTER PLAN

Del Webb at Tradition MPUD Data:
 Zoning: MPUD (Master Planned Unit Development)
 Future Land Use: NCD (New Community District)

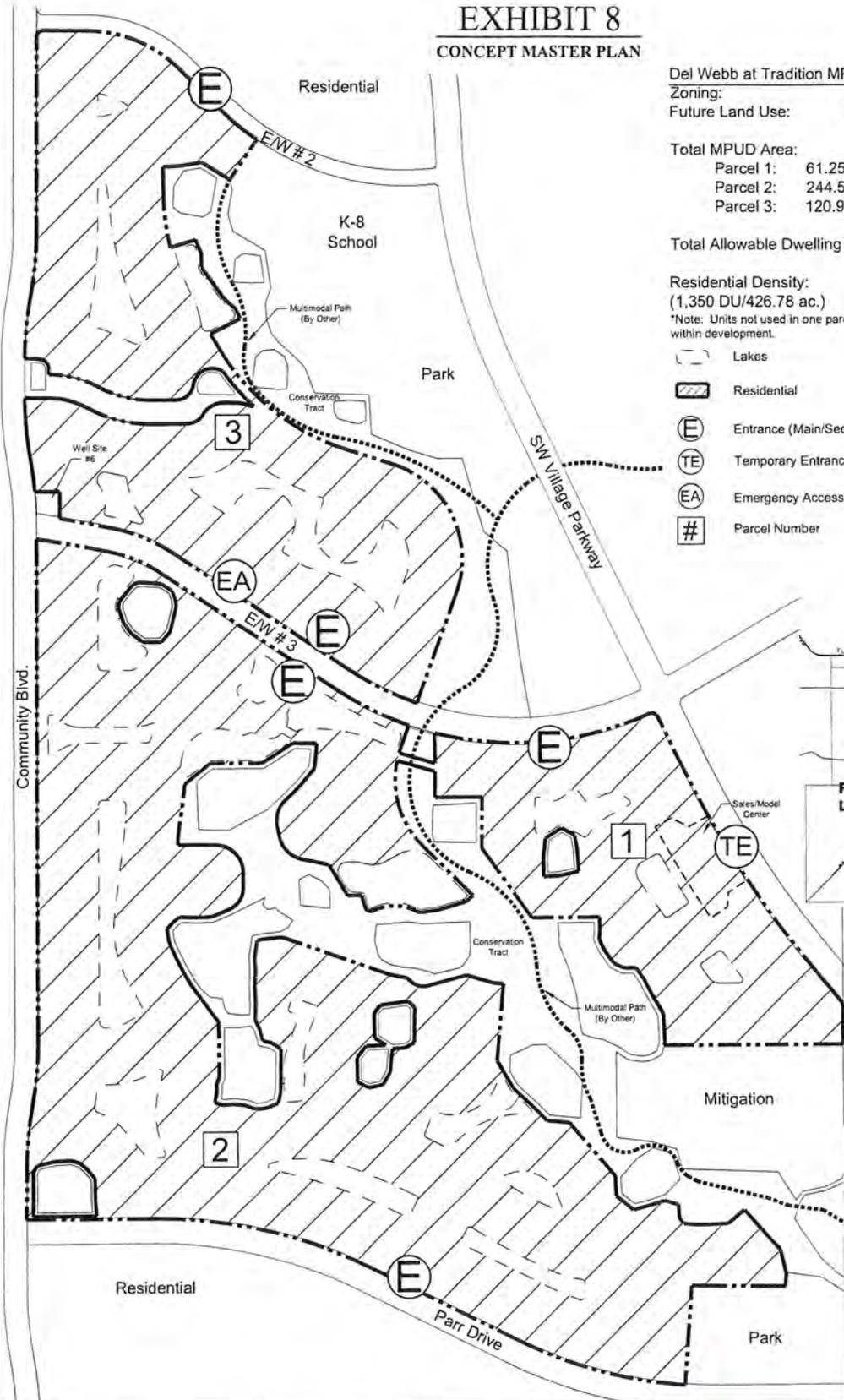
Total MPUD Area: 426.78 ac. (Includes 54.03 ac. lakes)
 Parcel 1: 61.255 ac.
 Parcel 2: 244.573 ac.
 Parcel 3: 120.952 ac.

Total Allowable Dwelling Units: 1,350*

Residential Density: 3.16 DU/AC
 (1,350 DU/426.78 ac.)

*Note: Units not used in one parcel can be transferred to other areas within development.

- Lakes
- Residential
- Entrance (Main/Secondary/Resident Only)
- Temporary Entrance
- Emergency Access
- Parcel Number



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Del Webb
 MPUD
 Master Plan

Project Team:

REG # 1016
 Thomas F. Lucido

Designer:	TJ	Sheet:
Manager:	SG	1 of 1
Project Number:	16-256	
Municipal Number:		
Computer File:	MPUD Master Planning	

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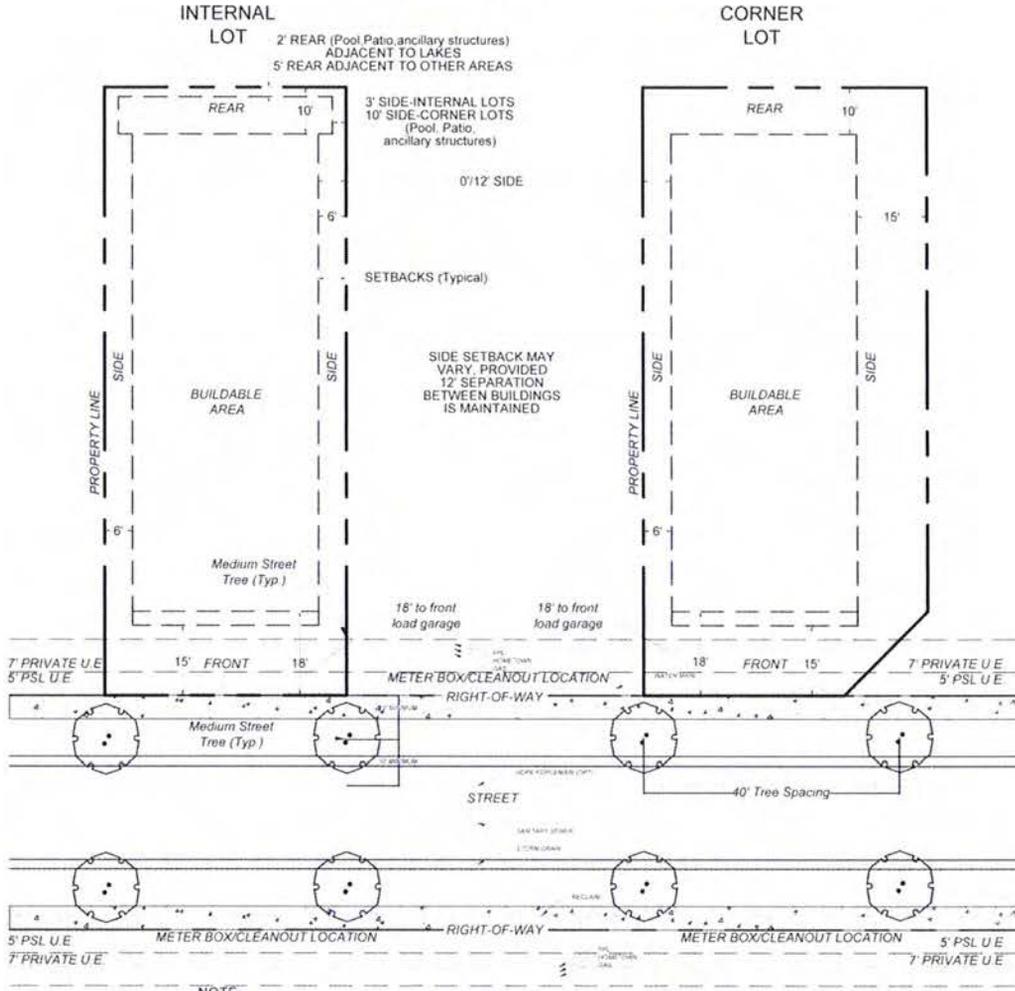
EXHIBIT 9

DEVELOPMENT PROGRAM

Development Program		
Land Use/Use	Acreage	Units
Residential	426.78	1,350
Total	426.78	1,350

EXHIBIT 10A

SINGLE FAMILY - NON ALLEY
NOT TO SCALE



- NOTE
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%
 2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES
 3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

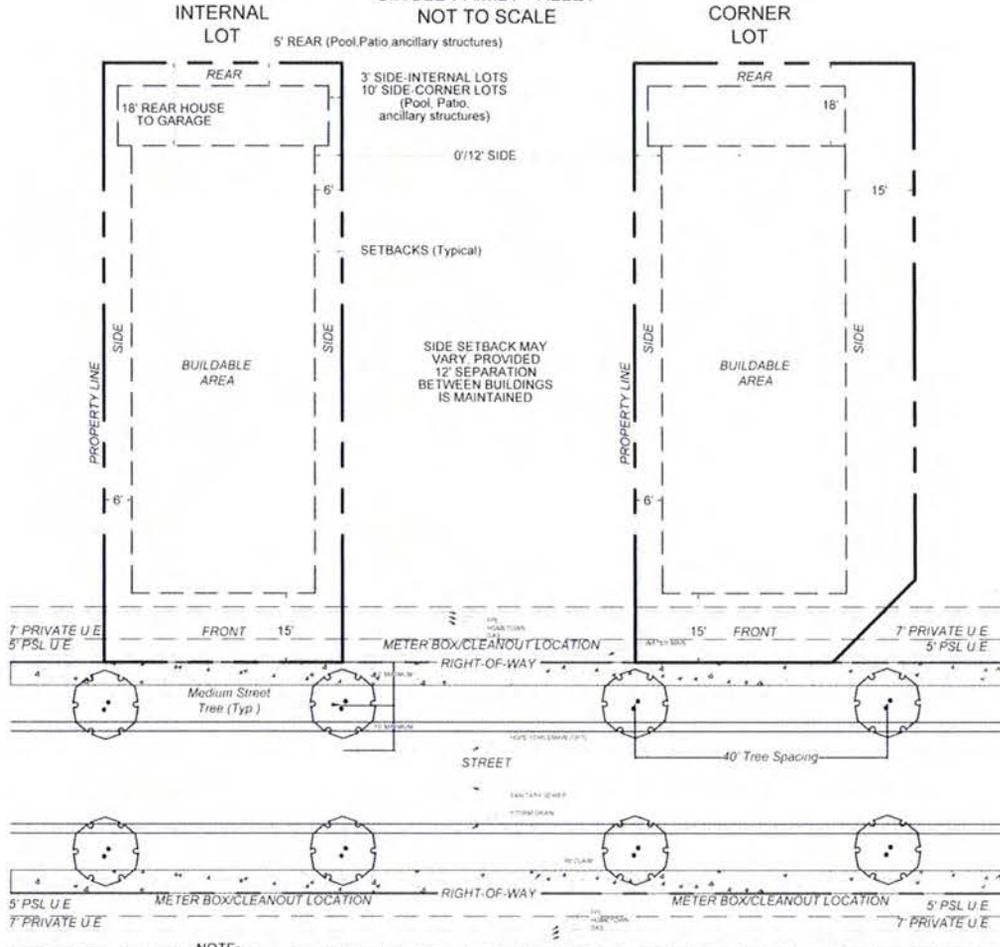
TYPICAL LOT

(Single Family Detached Min. 35' Width x Min 100' Depth)

<p>Lucido & Associates 1111 West 10th Street, Suite 100 Portland, OR 97204 503.241.1111 www.lucido.com</p>	<p>Del Webb</p>	<p>Project Team</p> <p>Kimley Horn Carter & White AJ</p>	<p>Scale: 1/8" = 1'-0"</p> <p>Sheet: 1 of 1</p>
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EXHIBIT 10B

SINGLE FAMILY - ALLEY
NOT TO SCALE

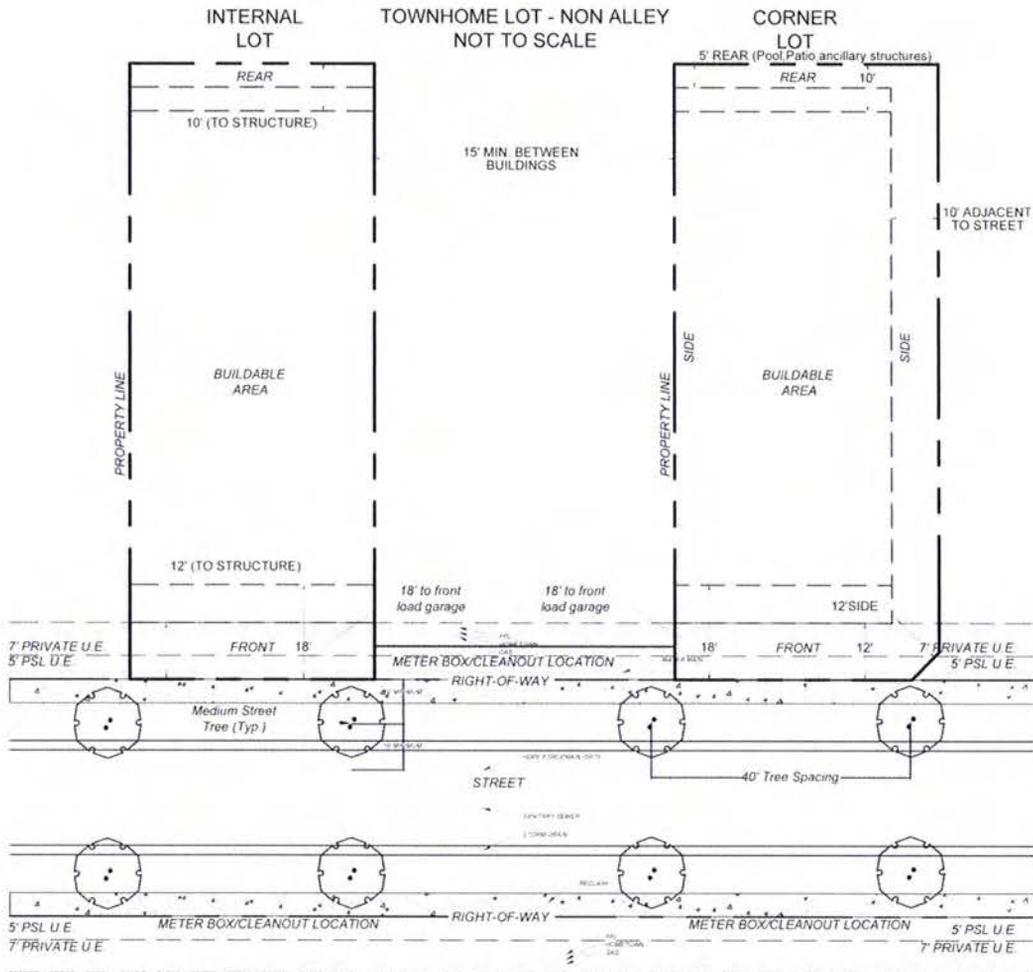


- NOTE:**
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
 2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
 3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET
- Note: Alley Lots
 Alley Lots shall have a side setback of 0/12'.
 Alley Lots side setbacks vary provided a 12' separation between buildings
 Side setbacks for corner lots adjacent to a street is 15'.
 Side setbacks for corner lots adjacent to an alley is 5'.

TYPICAL LOT
(Single Family Detached Min. 35' Width x Min 100' Depth)

<p>lucido & associates</p>		<p>Project Team</p>	<p>Scale: 1" = 20'</p> <p>Sheet: 1 of 1</p>
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EXHIBIT 10C



- NOTE:**
1. TOWNHOMES TO HAVE 0' SIDE SETBACKS.
 2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
 3. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
 4. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%.
 5. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL LOT

NON ALLEY LOT

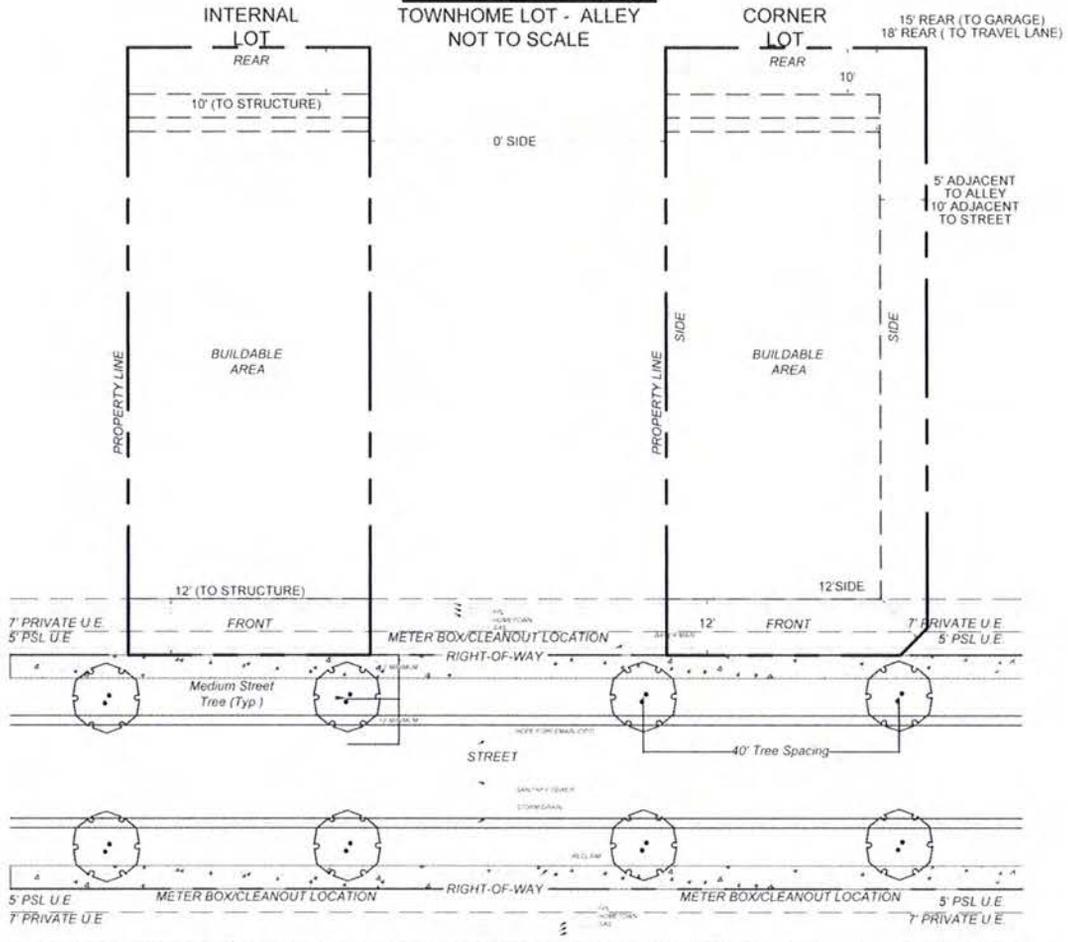
(MIN. 18'-46" WIDTH X MIN. 70' DEPTH)

TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX. OF 8 UNITS, IN A SINGLE BUILDING.

<p>Lucido & Associates 1100 E. 1st Street, Suite 100 St. Lucie, FL 34956 Phone: (888) 444-4444 Fax: (888) 444-4444</p>		<p>Project Team</p>	<p>Scale: 1" = 10'</p> <p>Design: _____ Date: _____ Manager: _____ Project Number: _____ Manual Number: _____ Collector: _____</p> <p>1 of 1</p>
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EXHIBIT 10D

TOWNHOME LOT - ALLEY
NOT TO SCALE



NOTE

- 1 TOWNHOMES TO HAVE 0' SIDE SETBACKS
- 2 SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'
- 3 15' MIN CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
- 4 BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%
- 5 LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES

TYPICAL LOT

NON ALLEY LOT

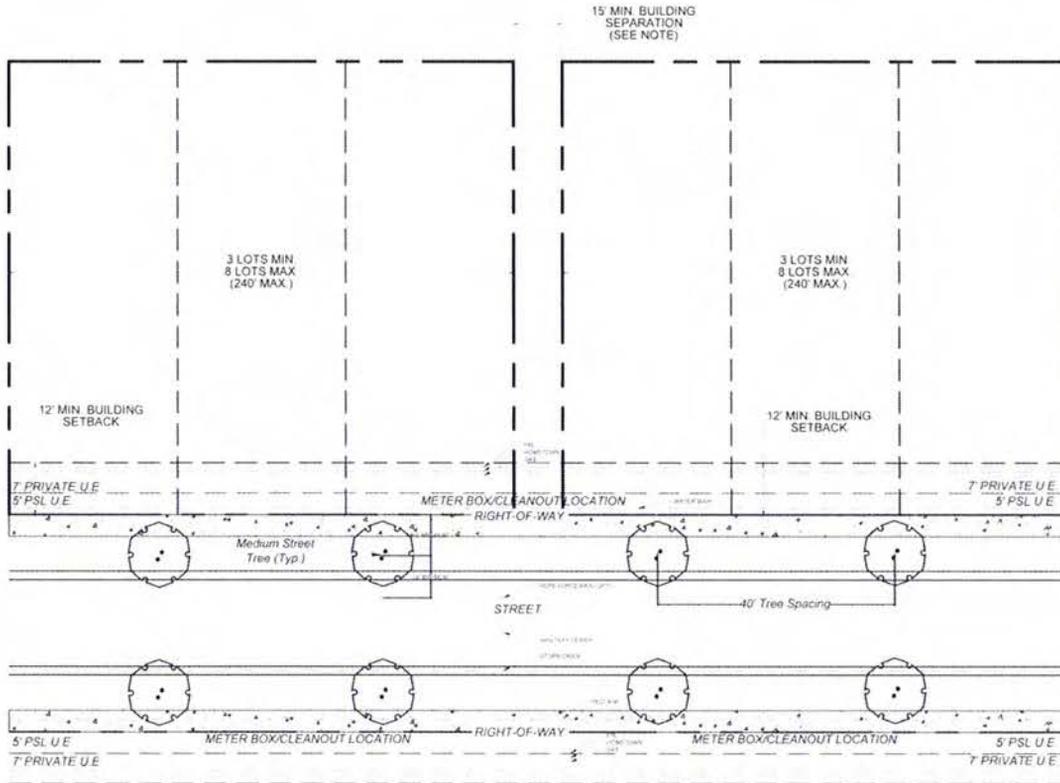
(MIN. 18'-46" WIDTH X MIN. 70' DEPTH)

TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX OF 8 UNITS, IN A SINGLE BUILDING

<p>Lucido & Associates Professional Land Surveyors 1000 N. US Highway 1 St. Lucie, FL 34957 Tel: 888-333-3333 Fax: 888-333-3333</p>		<p>Project Team</p>	<p>Scale: 1" = 10'-0"</p> <p>Sheet: 1 of 1</p> <p>DATE: 08/11/16</p>
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EXHIBIT 10E

TOWNHOME LOT
NOT TO SCALE



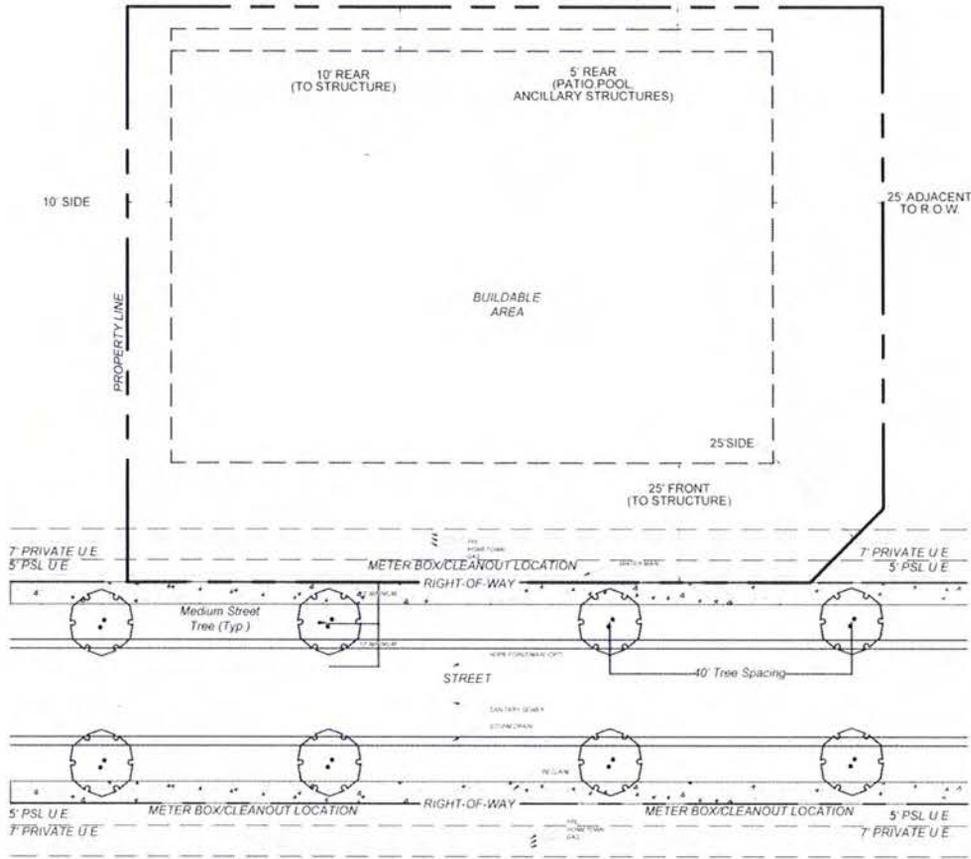
- NOTE:
1. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
 2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES

TYPICAL BUILDING TOWNHOME LAYOUT

<p>lucido & associates</p>		<p>Project Team</p>	<p>1 of 1</p>
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EXHIBIT 10F

MULTIFAMILY RESIDENTIAL
NOT TO SCALE



NOTE

1. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 25'.
2. 20' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
3. WITHIN THE RESIDENTIAL AREA, BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT, MAXIMUM IMPERVIOUS SHALL BE 80% AND MAXIMUM HEIGHT SHALL BE 65 FT.
4. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL LOT

(MIN. LOT 30,000 SF, MIN. 15' WIDTH)



Project Team

Kimley Horn



SCALE: 1" = 10'

0 10 20 30 40 50

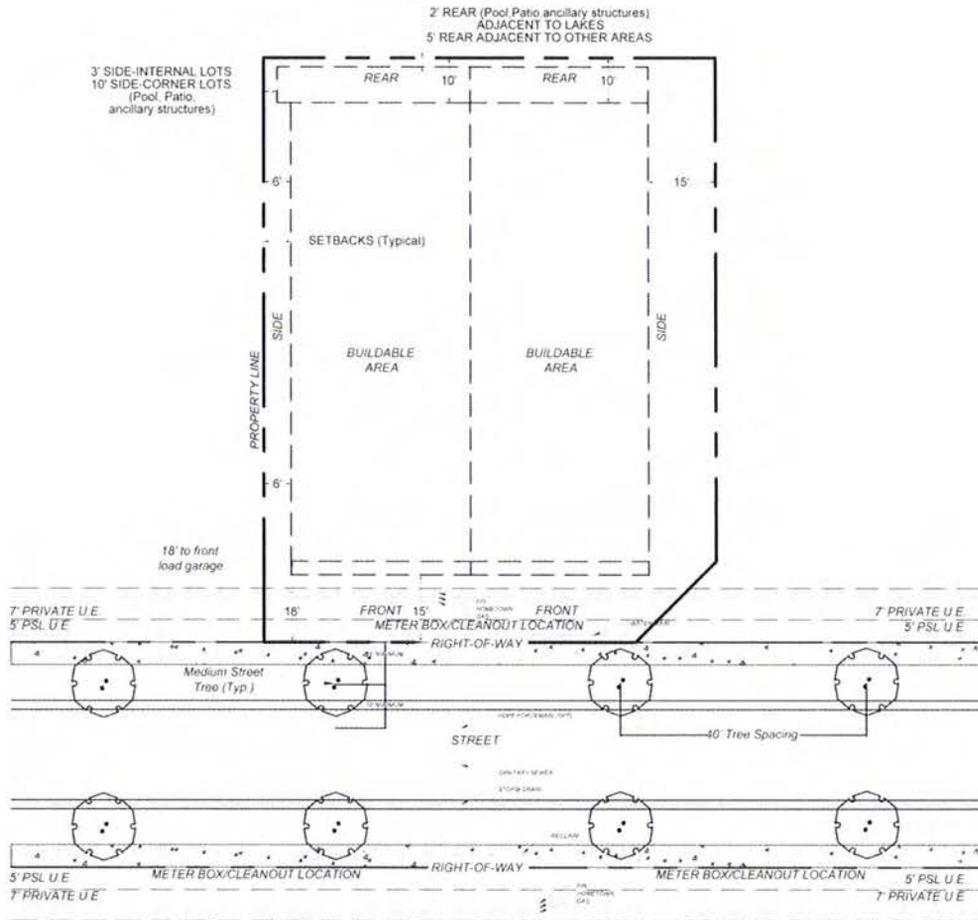
North Arrow

1 of 1

Design: []
 Manager: []
 Project Number: []
 Worksheet Number: []
 Date: []

EXHIBIT 10G

SINGLE FAMILY(VILLA) - NON ALLEY
NOT TO SCALE



- NOTE
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%
 2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES
 3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

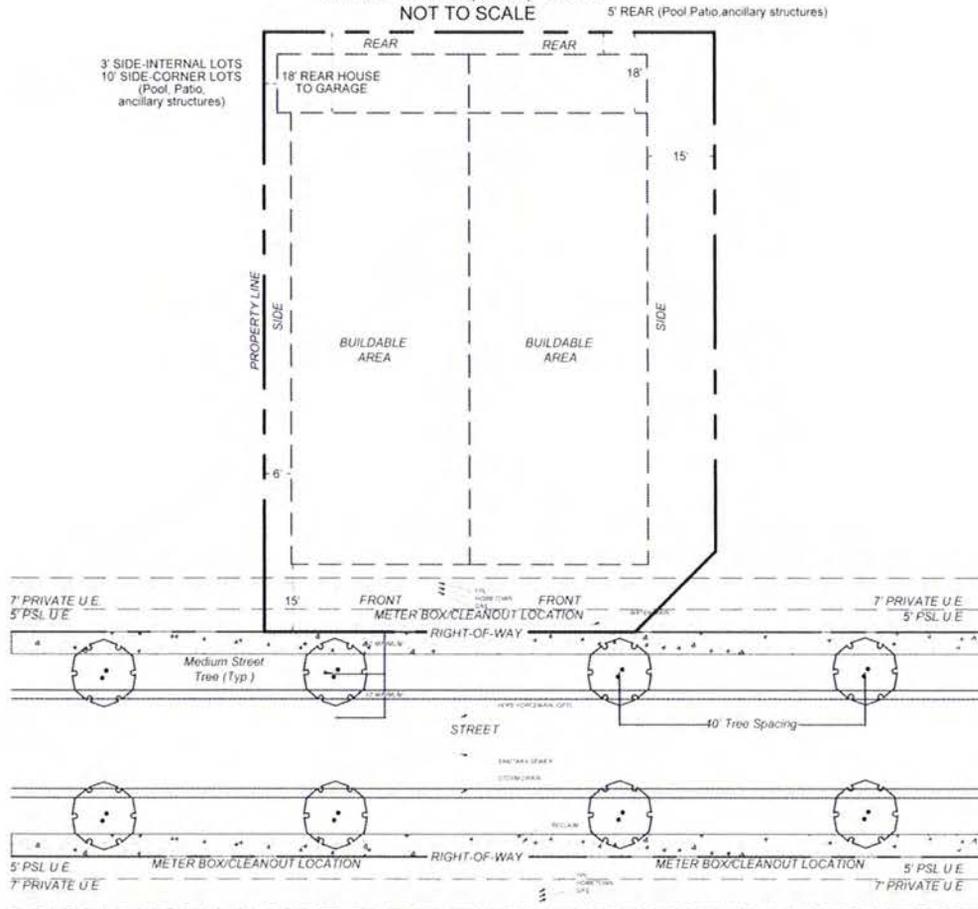
TYPICAL LOT

(Single Family Villa Min. 35' Width x Min 100' Depth)

<p>Lucido & Associates</p>	<p>Del Webb</p>	<p>Project Team</p>	<p>Scale: 1" = 10'</p> <p>North</p> <p>Design: []</p> <p>Manager: []</p> <p>Project Number: []</p> <p>Worksheet Number: []</p> <p>Drawn by: []</p> <p>Sheet: 1 of 1</p>
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EXHIBIT 10H

SINGLE FAMILY(VILLA) - ALLEY
NOT TO SCALE



- NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%
 2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES
 3. THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

Note: Alley Lots
Alley Lots shall have a side setback of 0/12'
Alley Lots side setbacks vary provided a 12' separation between buildings.
Side setbacks for corner lots adjacent to a street is 15'
Side setbacks for corner lots adjacent to an alley is 5'

TYPICAL LOT

(Single Family Villa Min. 35' Width x Min 100' Depth)

<p>lucido & associates</p>		<p>Project Team</p>	<p>SCALE: 1" = 10'</p> <p>1 of 1</p>
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EXHIBIT 101

Road Section

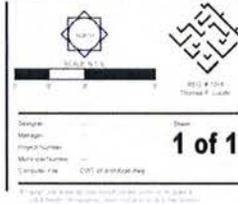
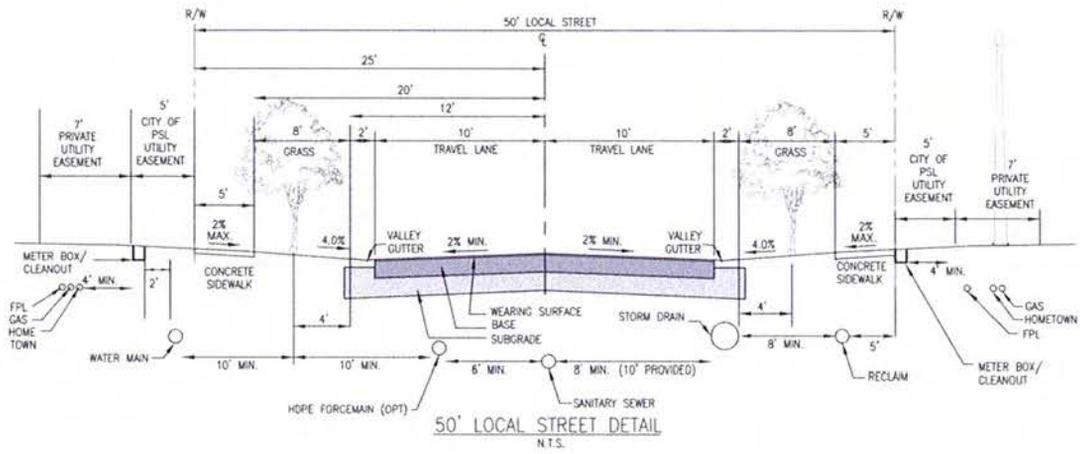


EXHIBIT 11

BINDING M.P.U.D. AGREEMENT

DEL WEBB AT TRADITION

The property, described on exhibit "___" is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie M.P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions, and facilities until such time as a private property owner association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein this paragraph made.

IN WITNESS WHEREOFF, we have hereunto set our hands and seals this 24th day of May 2016.

WITNESS:

TRADITION LAND COMPANY, LLC

BY: Michelle Beckman

BY: David C. Feltman
David Feltman

BY: James O. Feltman

(CORPORATE SEAL)



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebing, PE, Interim City Manager
Jesus Merejo, Interim Assistant City Manager - Utility Systems Director

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

Agenda Item: Ordinance: 16-76 Amending and Restating in their entirety the non-exclusive franchises granted to Tradition Irrigation Company

Submittal Date: 10/18/2016

STRATEGIC PLAN LINK: Principal 1 – Tradition; Goal 3 – Balanced and Responsible Sustainable Growth, Objective 4. Continue the development of Tradition Master Planned Community.

BACKGROUND: With the adoption of Ordinance 05-184 on January 9, 2006, the City granted Tradition Irrigation Company, LLC a 15-year non-exclusive franchise to provide irrigation quality water within the development known as Tradition. While the document's title did not specifically call out Western Grove, the legal description for that agreement included the area that is known as Western Grove. The agreement was subsequently amended on March 8, 2011 in order to extend the term of the agreement through and including December 31, 2030. Pursuant to the adoption of Ordinance 08-38 and then City Council's approval of the an Irrigation Franchise Agreement (Southern Grove), the Tradition Irrigation Company, LLC was granted a non-exclusive franchise to provide irrigation services to the area known as Southern Grove.

ANALYSIS: Attached hereto please find the proposed Amended and Restated Irrigation Franchise Agreement (Tradition and Southern Grove) and related Ordinance 16-76, pursuant to which the City of Port St. Lucie will grant a non-exclusive irrigation franchise to Tradition Irrigation Company, LLC for irrigation service only to Tradition and Southern Grove. They will no longer have the franchise rights to provide irrigation service to Western Grove.

The term for the existing First Amendment to Irrigation Franchise Agreement was through and including December 31, 2030. The subject Amended and Restated

Irrigation Franchise Agreement, "shall be through and including December 31, 2047" and may be extended by agreement of the parties. Tradition Irrigation Company requested the extended timeframe to help secure their ability to acquire funding for future capital improvement projects.

This Agreement is very similar to the previous franchise agreements; however, it clearly defines when Tradition Irrigation Company, LLC will be required to, "apply for and execute a Reuse Service Agreement/Permit to Connect for a minimum of 1 million gallons per day" of City generated reuse water, pay all associated fees, and accept City reuse.

The City and the WCI begun discussions related to irrigation services for Western Grove. It is anticipated they will enter into an agreement with the City for the provision of City reclaimed quality (reuse) irrigation water to the Western Grove development.

FINANCIAL INFORMATION: Tradition Irrigation Company, LLC will continue to pay the City 6% of the gross receipts paid by users of Tradition Irrigation Company's services.

LEGAL INFORMATION: This agreement and ordinance were reviewed and approved as to sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance #16-76.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance #16-76 and Amended and Restated Irrigation Franchise Agreement (Tradition and Southern Grove)

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

CITY MANAGER'S OFFICE

OCT 11 9 2016

RECEIVED

ORDINANCE 16-76

AN ORDINANCE AMENDING AND RESTATING IN THEIR ENTIRETY THE NON-EXCLUSIVE FRANCHISES GRANTED TO TRADITION IRRIGATION COMPANY, LLC, BY ORDINANCES 05-184 AND 08-38; GRANTING TO TRADITION IRRIGATION COMPANY, LLC, A NON-EXCLUSIVE FRANCHISE TO PROVIDE IRRIGATION QUALITY WATER IN THE DEVELOPMENTS KNOW AS TRADITION AND SOUTHERN GROVE; PROVIDING FOR MINIMAL INTERFERENCE WITH CITY ROADS AND FACILITIES; PROVIDING FOR LIMITATION OF LIABILITY AND INDEMNIFICATION OF THE CITY; PROVIDING FOR RELOCATION OF FACILITIES; APPROVING AN AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT; PROVIDING FOR ESTABLISHMENT OF RATES BY THE GRANTEE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 05-184, the City of Port St. Lucie ("City") granted to Tradition Irrigation Company, LLC, a Florida limited liability company ("Grantee") a non-exclusive irrigation franchise ("TWG Franchise") in accordance with an Irrigation Franchise Agreement respecting lands within the developments known as Tradition and Western Grove (as amended, the "Prior TWG Agreement"); and

WHEREAS, by Ordinance 08-38, the City granted to the Grantee a non-exclusive irrigation franchise ("SG Franchise") in accordance with an Irrigation Franchise Agreement respecting lands within the development known as Southern Grove (hereinafter, as amended, the "Prior SG Agreement"); and

WHEREAS, by Resolution 16R-24, adopted April 25, 2016, the City Council of the City revised the plan of development for the Western Grove Development of Regional Impact ("WGDR") by, among other matters, transferring certain acreage from the Tradition Development of Regional Impact into the WGDR; and

WHEREAS, the City and the Grantee desire to amend and restate in their entirety the Prior TWG Agreement and the Prior SG Agreement by (i) removing from the TWG Franchise area all lands within the WGDR as reconfigured by Resolution 16R-24, (ii) restating the TWG and SG Franchises to encompass the area described in the Amended and Restated Irrigation Franchise Agreement [Tradition and Southern Grove], attached as Exhibit 1, as the combined "T&SG Franchise" area, and (iii) extending the term of the T&SG Franchise, all in the manner set forth in Exhibit 1; and

ORDINANCE 16-76

WHEREAS, the City Council held a public hearing on _____, 2016, to consider amending and restating the Prior TWG Agreement and the Prior SG Agreement, and granting to the Grantee a non-exclusive franchise to provide irrigation quality water in the developments know as Tradition and Southern Grove in the manner set forth in Exhibit 1, and advertising of the public hearing having been made;

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

Section 1. The non-exclusive rights, privileges, and franchises granted to the Grantee in accordance with the TWG and SG Franchises approved by the City in Ordinances 05-184 and 08-38 are hereby amended and restated in their entirety as set forth in the Amended and Restated Irrigation Franchise Agreement [Tradition and Southern Grove] attached as Exhibit 1 and by reference incorporated herein.

Section 2. There is hereby granted to the Grantee the non-exclusive right, privilege, and franchise to construct, maintain, and operate in, under, over, and across the present and future streets, alleys, bridges, easements, and other public places of the City located within the area described in Exhibit 1 for a period through and including December 31, 2047. Such T&SG Franchise is only for the purpose of providing irrigation water within the area described in Exhibit 1.

Section 3: As a condition precedent to the taking effect of this amended and restated grant, the Grantee shall have filed its acceptance hereof with the City Clerk within thirty (3) days of the effective date hereof.

Section 4: The facilities of the Grantee shall be located, relocated, serviced, and maintained as to interfere as little as possible with traffic over said streets, alleys, bridges, and public places; with the City's location, relocation, service, and maintenance of its utility and stormwater facilities; and with the maintenance of reasonable egress and ingress to abutting property. The location or relocation of the Grantee's facilities shall be made under the supervision of such representatives as the City may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a street is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the street so excavated shall, within a reasonable time and as early as practicable after such excavation, be replaced by the Grantee at its expense and in a condition as good as it was at the time of excavation.

ORDINANCE 16-76

Section 5: The City shall in no way be liable or responsible for any accident or injury or damage that may occur in the construction, operation or maintenance by the Grantee of its facilities hereunder, and the acceptance of this ordinance shall be deemed an agreement on the part of the Grantee to indemnify the City and hold it harmless against any and all liability, loss, cost, damage, or expense that may accrue to the City by reason of the negligence, default, or misconduct of the Grantee in the construction, operation, or maintenance of its facilities hereunder.

Section 6: Any facility placed by the Grantee in, under, upon, over, and across the present and future streets, alleys, bridges, easements, and other public places of the City that is found by the City to be unreasonably interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, operation, or expansion of such present and future streets, alleys, bridges, easements, utilities, and other public places of the Grantor, or the maintenance, improvement, extension, operation, or expansion of such present and future streets, alleys, bridges, easements, utilities, and other public places of the City shall, upon thirty (30) days' written notice to the Grantee by the City be removed at the Grantee's own expense.

Section 7: The Amended and Restated Irrigation Franchise Agreement [Tradition and Southern Grove], attached as Exhibit 1 hereto, is hereby approved.

Section 8: The rates and charges for the Grantee's service shall be as charged by the Grantee from time to time, subject to any regulation of such rates as may be required by the Public Service Commission under applicable law.

Section 9: All ordinances in conflict with the provisions of this Ordinance or relating to the subject matter of this Ordinance, including but not limited to Ordinances 05-184 and 08-38, are hereby repealed, superseded, and replaced to the extent of such conflict.

Section 10: This ordinance shall become effective ten (10) days after its final adoption.

* * *

ORDINANCE 16-76

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

ORDINANCE 16-76

EXHIBIT 1

**AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT
[TRADITION AND SOUTHERN GROVE]**

**AMENDED AND RESTATED IRRIGATION FRANCHISE AGREEMENT
[TRADITION AND SOUTHERN GROVE]**

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the City of Port St. Lucie, a Florida municipal corporation (“City”), and Tradition Irrigation Company, LLC, a Florida limited liability company (“Tradition Irrigation”), to amend and restate in their entirety:

(i) That certain Irrigation Franchise Agreement dated December 22, 2005 (“Original TWG Agreement”), between the City and Tradition Irrigation granted by City Ordinance 05-184, as amended by that certain First Amendment dated March 8, 2011 (“First TWG Amendment,” and, together with the Original TWG Agreement, the “Prior TWG Agreement”), and

(ii) That certain Irrigation Franchise Agreement [Southern Grove], dated May 22, 2008 (“Original SG Agreement”), between the City and Tradition Irrigation granted by City Ordinance 08-38, as amended by that certain First Amendment dated March 8, 2011 (“First SG Amendment,” and, together with the Original SG Agreement, the “Prior SG Agreement”).

WHEREAS, pursuant to Section 9.09, Port St. Lucie City Charter, the City may, by ordinance, grant, renew, or extend a franchise; and

WHEREAS, by the Original TWG Agreement, the City granted to Tradition Irrigation a non-exclusive franchise (“TWG Franchise”) for the provision of irrigation service in connection with the “Specified Property” (as defined in the Original TWG Agreement, consisting of lands within the developments known as Tradition and Western Grove) for a period of fifteen (15) years; and

WHEREAS, by the First TWG Amendment, the City and Tradition Irrigation agreed to extend the term of the TWG Franchise through and including December 31, 2030; and

WHEREAS, by the Original SG Agreement, the City granted to Tradition Irrigation a non-exclusive franchise (“SG Franchise”) for the provision of irrigation service in connection with the “Specified Property” (as defined in the Original SG Agreement, consisting of lands within the development known as Southern Grove) for a period of fifteen (15) years from the effective date of Ordinance 08-38; and

WHEREAS, by the First SG Amendment, the City and Tradition Irrigation agreed to extend the term of the SG Franchise through and including December 31, 2030; and

WHEREAS, by Resolution 16R-24, adopted April 25, 2016, the City Council of the City revised the plan of development for the Western Grove Development of Regional Impact (“WGDRI”) by, among other matters, transferring certain acreage from the Tradition Development of Regional Impact into the WGDRI; and

WHEREAS, the City and Tradition Irrigation desire to amend and restate in their entirety the Prior TWG Agreement and the Prior SG Agreement by (i) removing from the TWG Franchise area all lands within the WGDRI as reconfigured by Resolution 16R-24, (ii) restating the TWG and SG Franchises to encompass the area described in Composite Exhibit A (“Specified Property”) as the combined “T&SG Franchise” area, and (iii) extending the term of the T&SG Franchise, all in the manner set forth in this Agreement.

1. Recitals. The above referenced recitals are true and correct and incorporated herein by reference.

2. Franchises Amended and Restated. This Agreement constitutes the amendment and restatement of the non-exclusive TWG and SG Franchises for irrigation purposes granted by the City to Tradition Irrigation, which franchises are hereby revised (a) to remove from the TWG Franchise all lands within the WGDRI as reconfigured by Resolution 16R-24, (b) to restate the TWG and SG Franchises to encompass the area described in Composite Exhibit A as the combined T&SG Franchise area, and (c) to extend the term of the T&SG Franchise as set forth in Paragraph 3 below. Tradition Irrigation is hereby granted a non-exclusive franchise to provide irrigation service within so much of the Specified Property as it may elect to service from time to time.

3. Term. The term of this amended and restated franchise shall be through and including December 31, 2047, as such date may be extended by agreement of the parties during the term hereof, and the rates and charges for service shall be as charged by Tradition Irrigation from time to time, subject to any regulation of such rates as may be required by the Public Service Commission under applicable law.

4. Franchise Fee. In consideration for the amendment and restatement of the TWG and SG Franchises and grant of the T&SG Franchise as provided in this Agreement, commencing on the effective date of Ordinance 16-76 ____ (as referenced in Paragraphs 21 and 22 below), Tradition Irrigation agrees to pay a franchise fee to the City in the amount equal to six percent (6%) of the gross receipts paid by users to Tradition Irrigation for irrigation water usage service within the Specified Property. Said gross receipts shall exclude any hook-up charges, capacity reservation fees, and connection charges collected. Such franchise fee shall be calculated quarterly and paid on or before the twenty-fifth (25th) day of (i) April for the first quarter

(January-March), (ii) July for the second quarter (April-June), (iii) October for the third quarter (July-September), and (iv) January for the 4th quarter (October-December). The franchise fee shall be based on funds actually collected (excluding taxes) by Tradition Irrigation and/or paid to Tradition Irrigation in the preceding quarter by users for irrigation water usage service within the Specific Property.

5. Reuse Water. Tradition Irrigation and the City agree that reuse water will be considered available to Tradition Irrigation when the City's reuse water is available for withdrawal from the southern end of the interconnected lake system (to be constructed by others) that will be located on the Tradition Regional Park site, provided that all easements and other rights have been granted or conveyed to Tradition Irrigation by the City as necessary to install and operate required pumping and distribution facilities, as shown on Exhibit B attached hereto. Within twelve (12) months after written notice that the City has reuse water available, Tradition Irrigation agrees to apply for and execute a Reuse Service Agreement/Permit to Connect for a minimum of 1 million gallons per day, pay all associated fees, and accept such reuse water. Tradition Irrigation acknowledges that it will provide and shall be responsible for all reuse storage and distribution facilities (except the on-site lake storage to be located on the Tradition Regional Park site) within the franchise service area as permitted by the South Florida Water Management District.

6. Wells. Tradition Irrigation shall use (i) reuse water, (ii) surface water, or (iii) groundwater in that order of priority as its source of irrigation water. Tradition Irrigation reserves the right to drill groundwater wells for irrigation use, provided that reuse water is not available and it receives appropriate permits from the South Florida Water Management District and written approval from the City, which approval shall not be unreasonably withheld.

7. Miscellaneous. (a) Tradition Irrigation agrees to be an active member of the Sunshine State One-Call of Florida, Inc., program under Chapter 556, Florida Statutes, which program provides for members to locate their underground facilities when notified in advance of planned excavations or demolitions, during the term of this Agreement. (b) Tradition Irrigation agrees to promptly repair any damage to its facilities located on City property, provided the City shall repair any damage that the City causes to Tradition Irrigation's property. (c) Tradition Irrigation acknowledges and agrees that it will obtain a permit from the City for work conducted by Tradition Irrigation within City owned property. (d) Tradition Irrigation acknowledges and agrees that facilities constructed by Tradition Irrigation on property owned by the City shall be subject to the City's reasonable specifications. (e) The City acknowledges and agrees that it shall pay for irrigation water provided by Tradition Irrigation to City property at the usual and customary rate charged to other Tradition Irrigation customers.

8. Financial Statement. Within one hundred twenty (120) days of the end of Tradition Irrigation's fiscal year, Tradition Irrigation shall provide to the City Tradition Irrigation's annual financial statements included in the audit performed for Tradition Irrigation's parent company, which audit includes Tradition Irrigation. Alternatively, Tradition Irrigation may provide to the City such other financial information for Tradition Irrigation that the City agrees provides evidence of the proper calculation of the franchise fee provided for in Paragraph 4 above.

9. Notice. Every notice, demand, consent, approval, or other document or instrument required or permitted to be given to any party to this Agreement shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, return receipt requested, to the following address (or such other address as the party may designate from time to time in writing):

CITY:

City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

With a copy to:

City Attorney
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

TRADITION IRRIGATION:

Tradition Irrigation Company, LLC
Attention: Wesley S. McCurry

With a copy to:

10. Default. In the event that Tradition Irrigation defaults under this Agreement by failing to pay any fee required by this Agreement within thirty (30) days after receipt of written notice by the City of Tradition Irrigation's failure to pay said fee, then the City may schedule a hearing before the City Council to consider revocation of the TWG and SG Franchises amended and restated and granted as the T&SG Franchise by Ordinance 16-_____.

11. Successors and Assigns. This Agreement shall be binding upon the parties and any written assignee of Tradition Irrigation. In the event of the assignment of all or part of Tradition Irrigation's obligations under this Agreement, Tradition Irrigation shall notify the City in writing within thirty (30) days of such assignment. Upon an assignment of this Agreement and the assumption of Tradition Irrigation's obligations by said Assignee, the Assignor/Grantor shall be deemed released from all rights, obligations, and liabilities hereunder, and the Assign-

ee/Grantee shall be deemed to have assumed all rights, obligations, and liabilities of the Assignor/Grantor hereunder.

12. Entire Agreement. This Agreement contains and sets forth all the promises, covenants, agreements, conditions, and understandings between the parties with respect to the subject matter of this Agreement, and supersedes and replaces all prior negotiations and agreements relating to such subject matter, including but not limited to the Prior TWG Agreement and the Prior SG Agreement.

13. Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired and each remaining provision shall remain in full force and effect.

14. Headings. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

15. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation between the parties related to this Agreement shall be St. Lucie County, Florida.

16. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be, and shall be taken to be, an original, and all collectively deemed one instrument.

17. Electronic Mail; Facsimile Transmission. Electronically mailed and telephonically transmitted facsimile copies of this Agreement, and any signatures thereon, shall be considered for all purposes as originals.

18. Attorney's Fees. In the event it shall be necessary for any party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement, the prevailing party shall be entitled to recover from the other, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorney's fees (including attorney's fees and fees and costs of appeals) as fixed by a court of competence jurisdiction.

19. Amendments. This Agreement shall not be changed, modified, or amended except by an instrument in writing and executed by the parties.

20. Entire Agreement; Severability. This Agreement constitutes the entire agreement and understanding between the parties, and if any provision hereof is held to be invalid, the remaining provisions shall not be affected or impaired.

21. Ordinance. This Agreement is subject to Ordinance 16-_____ amending and restating the TWG and SG Franchises and granting the T&SG Franchise pursuant to Section 9.09, Charter of the City of Port St. Lucie.

22. Date of Agreement. This Agreement shall be dated as of the effective date of Ordinance 16-_____.

[Remainder of page intentionally left blank]

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Karen A. Phillips, City Clerk

By: _____
_____, City Manager

APPROVED AS TO FORM
AND CORRECTNESS:

City Attorney

**TRADITION IRRIGATION
COMPANY, LLC**
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT A

T&SG FRANCHISE AREA—SPECIFIED PROPERTY

EXHIBIT B

FUTURE LOCATION OF REUSE WATER WITHDRAWAL FACILITIES



CITY OF PORT ST LUCIE

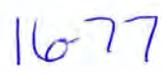
COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 10/24/2016
11/14/2016

TO: Mayor and City Council

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

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

Agenda Item: Ordinance: Torino Lakes PUD Amendment No. 1 – PUD
Amendment Application (P16-097) 

Submittal Date: 10/12/2016

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

BACKGROUND: This is an amendment to Ordinance 05-02 for Torino Lakes PUD (fka Crescent Trace) and the concept plan which consists of a total of 148 Multi-Family residential units, a clubhouse with swimming pool and commercial buildings. The proposed amendment includes changes to the conceptual plan with new design and layout of the buildings, and minor changes to the PUD document and changes the ROI (Residence/Office/Institutional) portion of the site to CG (General Commercial).

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by Attorney Thomas Mullin on 9/14/2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board recommended approval of this project at their September 6, 2016 meeting with 5 members voting in favor and 1 against.

SPECIAL CONSIDERATION: The Mayor and City Council received an email (attached) requesting consideration of sidewalks in this development. This was briefly discussed at the Planning & Zoning Board. Section 158.222 (F) of the Zoning Code does not require sidewalks throughout the development. The applicant is proposing a six (6) foot sidewalk along one side of each access drive from the common areas connecting East Torino Parkway and a five (5) foot mulch path on the property's perimeter.

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

REQUESTED MEETING DATES: 10/24/16 & 11/14/16

LOCATION OF PROJECT: The property is located on the west side of East Torino Parkway and south of Conley Drive.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/TK

RECEIVED
OCT 13 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-77

AN ORDINANCE PROVIDING FOR THE FIRST AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR TORINO LAKES PUD (P16-097) LOCATED ON THE WEST SIDE OF EAST TORINO PARKWAY AND SOUTH OF CONLEY DRIVE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 05-02, the City of Port St. Lucie City Council rezoned to PUD and approved a Planned Unit Development Document and Conceptual Development Plan for Torino Lakes fka Crescent Trace (P03-299), and

WHEREAS, the proposed changes to the Planned Unit Development Document and Conceptual Development Plan are consistent with Sections 158.170, et seq., Port St. Lucie City Code; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the 6th day of August, 2016 to consider the PUD amendment application, notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 14th day of November, 2016, to consider the PUD amendment application, advertising of the public hearing having been made.

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

Section 1. That the Planned Unit Development Document and Conceptual Development Plan for Torino Lakes fka Crescent Trace (P03-299), as approved by Ordinance 05-02 City of Port St. Lucie, is amended as reflected in the Planned Unit Development Document labeled Exhibit "A" and attached hereto.

ORDINANCE 16-77

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

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

CITY COUNCIL

CITY OF PORT ST. LUCIE

BY: _____

Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____

O. Reginald Osenton, City Attorney

Patti Tobin

Subject: FW: Torino Lakes PUD , P16-097

From: Greg Oravec

Sent: Tuesday, September 13, 2016 10:07 AM

To: Patti Tobin <PTobin@cityofpsl.com>

Cc: Jeffrey Bremer <jbremer@cityofpsl.com>; Daniel Holbrook <DHolbrook@cityofpsl.com>; Justin Council <jcouncil@cityofpsl.com>

Subject: FW: Torino Lakes PUD , P16-097

Patti,

Could we meet on this proposed legislation?

Thank you,

Greg

Gregory J. Oravec
Mayor

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St Lucie Florida, 34984
772-871-5159 – Office
772-871-7382 – Fax

From: beuteld [<mailto:beuteld@bellsouth.net>]

Sent: Tuesday, September 13, 2016 10:05 AM

To: Greg Oravec <Mayor@cityofpsl.com>; Linda Bartz <district1@cityofpsl.com>; Michelle Berger <District2@cityofpsl.com>; Shannon Martin <District3@cityofpsl.com>; Ron Bowen <District4@cityofpsl.com>; district5@cityofpsl.com; beuteld@bellsouth.net

Subject: Torino Lakes PUD , P16-097

Good morning everyone:

As you know, I am a volunteer on the Planning and Zoning Board for our City of Port Saint Lucie. Last week during our meeting, a request for approval of Torino Lakes PUD, P16-097 came before the board. Looking at the conceptual plan to discover that they did not plan for sidewalks in such a dense community was a large concern. The neighborhood will hold multi-family homes with families of all ages including school children. The only bus stop is planned for the front of the neighborhood. Understanding that they will have lower speeds posted throughout the neighborhood still isn't enough to deviate from the cities plan to have sidewalks throughout the City of Port Saint Lucie. This plan was developed back in 2006 and is coming back to us 10 years later.

I suggested that it was to be approved with the condition that they amend the plans with sidewalks but received no support. Would you kindly take this information into consideration when it comes before the council for final approval.

Thank you.

Deborah Beutel



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: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: TORINO LAKES PUD AND CONCEPT PLAN, AMENDMENT NO. 1
 PUD AMENDMENT APPLICATION
 PROJECT NO. P16-097

DATE: AUGUST 26, 2016

PROPOSED USE: This is an amendment to Ordinance 05-02 for Torino Lakes PUD (fka Crescent Trace) and the concept plan which consists of a total of 148 Multi-Family residential units, a clubhouse with swimming pool and commercial buildings. The proposed amendment includes changes to the conceptual plan with new design and layout of the buildings, and minor changes to the PUD document and changes the ROI (Residence/Office/Institutional) portion of the site to CG (General Commercial).

HISTORY AND RELATED PROJECTS: Per Ordinance 05-02 the original Torino Lakes PUD (fka Crescent Trace) and the concept plan were approved for 148 townhomes, and commercial uses with recreation areas, lakes, etc. On August 9, 2010, the City Council approved the Site Plan (P07-098) for Torino Lakes for 148 town homes. Per Senate Bill 2156, Section 494, the applicant applied for an extension of the expiration date of the project and was extended and the site plan is still valid.

Per Resolution 10-R14, a boundary plat for Torino Lakes was approved. Per Resolution 10-R55, the preliminary plat for the townhomes was approved by the City Council. A final plat was never approved or recorded.

Per Ordinance 16-52, a Comprehensive Plan Amendment (P16-072) was approved by the City Council on August 8, 2016 to change approximately 1.19 acres from a future land use designation of RM (Medium Density Residential) and ROI (Residential/Office/Institutional) to CG (General Commercial). The applicant has applied for a preliminary and final plat (P16-098) to subdivide the Torino Lakes Plat into 148 residential lots, two commercial tracts (Tract CG-1 and CG-2), a storm water tract and a

recreation tract and is under review. The conceptual site plan shows two access via one primary access point and one secondary access point off of East Torino Parkway. Two right and left turn lanes from East Torino Parkway into the site have been provided at each access point. The proposed changes of the PUD document are shown in the attached Exhibit A with additions shown as underlined and deletions as ~~strikethrough~~. The amended concept plan is shown as Exhibit B.

APPLICANT: Rich Lundy-Rich Properties FL.

OWNER: Rich Lundy-Rich Properties FL.

LOCATION: The property is located on the west side of East Torino Parkway and south of Conley Drive.

LEGAL DESCRIPTION: The legal description is Torino Lakes Plat

SIZE: 16.96 acres.

EXISTING ZONING: Torino Lakes PUD (Planned Unit Development).

EXISTING USE: Vacant

FUTURE LAND USE: RM (Medium Density Residential) and CG (General Commercial)

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	ROI	I	Vacant property
S	U & RL	RS-2	C-104 Canal & houses
E	OSC & RL	RS-2	Open space & houses
W	OSC	RS-2	Vacant property

IMPACTS AND FINDINGS:

Land Use Consistency: This PUD amendment is consistent with the direction and policies of the Comprehensive Plan. Policy 1.1.4.10 RM (Medium Density Residential) permits a maximum density of 11 dwelling units per acre. The project's projected gross density is 10.39 dwelling units per acre.

Sewer/Water Service: The City of Port St. Lucie will provide water and sewer service.

Transportation: The approval of the original PUD was based on a traffic study that determined that the project would generate approximately 1,650 average daily trips. It was determined that this would not have an adverse effect on the adjacent roadway

(East Torino Parkway). Per the concept plan, the site will have vehicle access via one primary access point and one secondary access point off of East Torino Parkway. Two right and left turn lanes from East Torino Parkway into the site have been provided at each access point. Also, the concept plan shows a 6' sidewalk along one side of each access drive from the common areas connecting East Torino Parkway and a 5' mulch path on the property's perimeter.

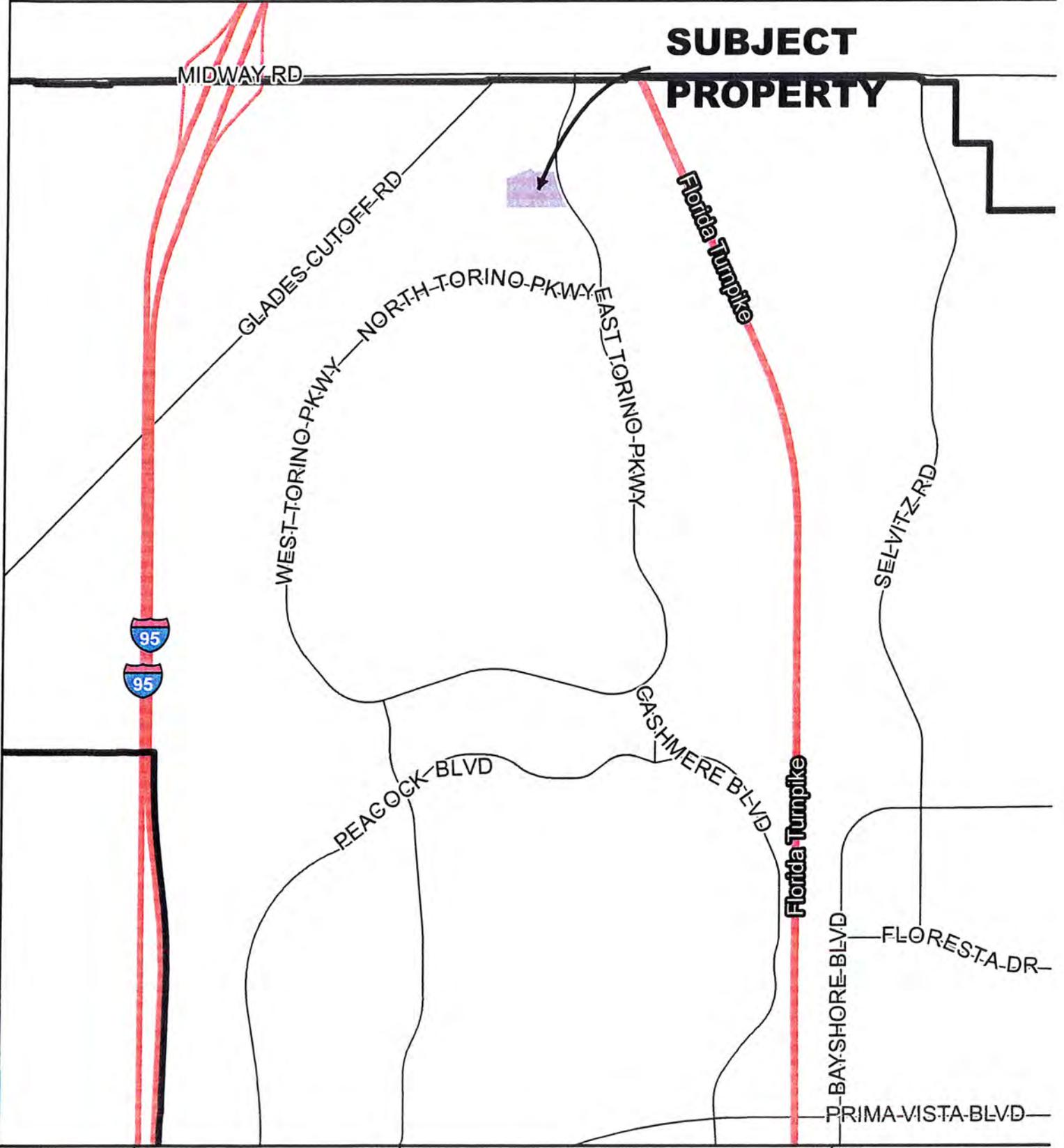
Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. At the time the PUD was originally approved, there was adequate parklands available to meet this required level of service. The amended PUD shows 815 square feet of open area per dwelling unit and 15 feet of upland in the perimeter/boundary of the subdivision is preserved as shown on the concept plan. Total open area is approximately 7.45 acres. Since this amendment does not change the approved number of dwelling units, adequate parkland and open space is still being met.

Environmental: The environmental aspects of the property were addressed with the site plan approval (P07-098). Gopher tortoises may be present on site and a full survey of the subject property will be required prior to the clearing of the property.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval. The Site Plan Review Committee unanimously approved this Torino Lakes PUD Amendment No. 1 on July 13, 2016.

GENERAL LOCATION

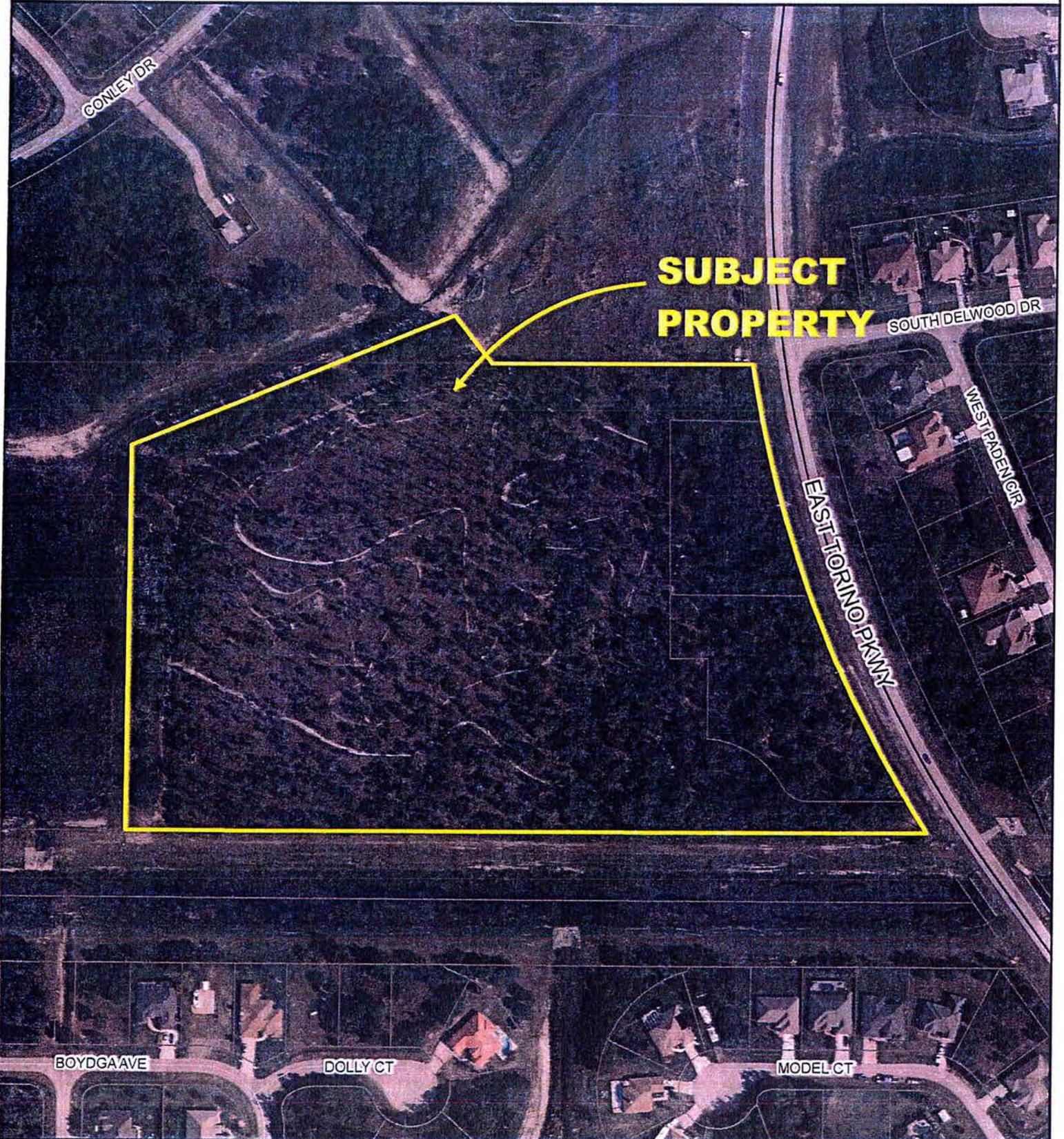
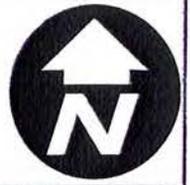


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

PUD AMENDMENT NO. 1
TORINO LAKES
SECTION 47, PORTION OF TRACT 'D'

DATE:	7/5/2016
APPLICATION NUMBER:	P16-097
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL

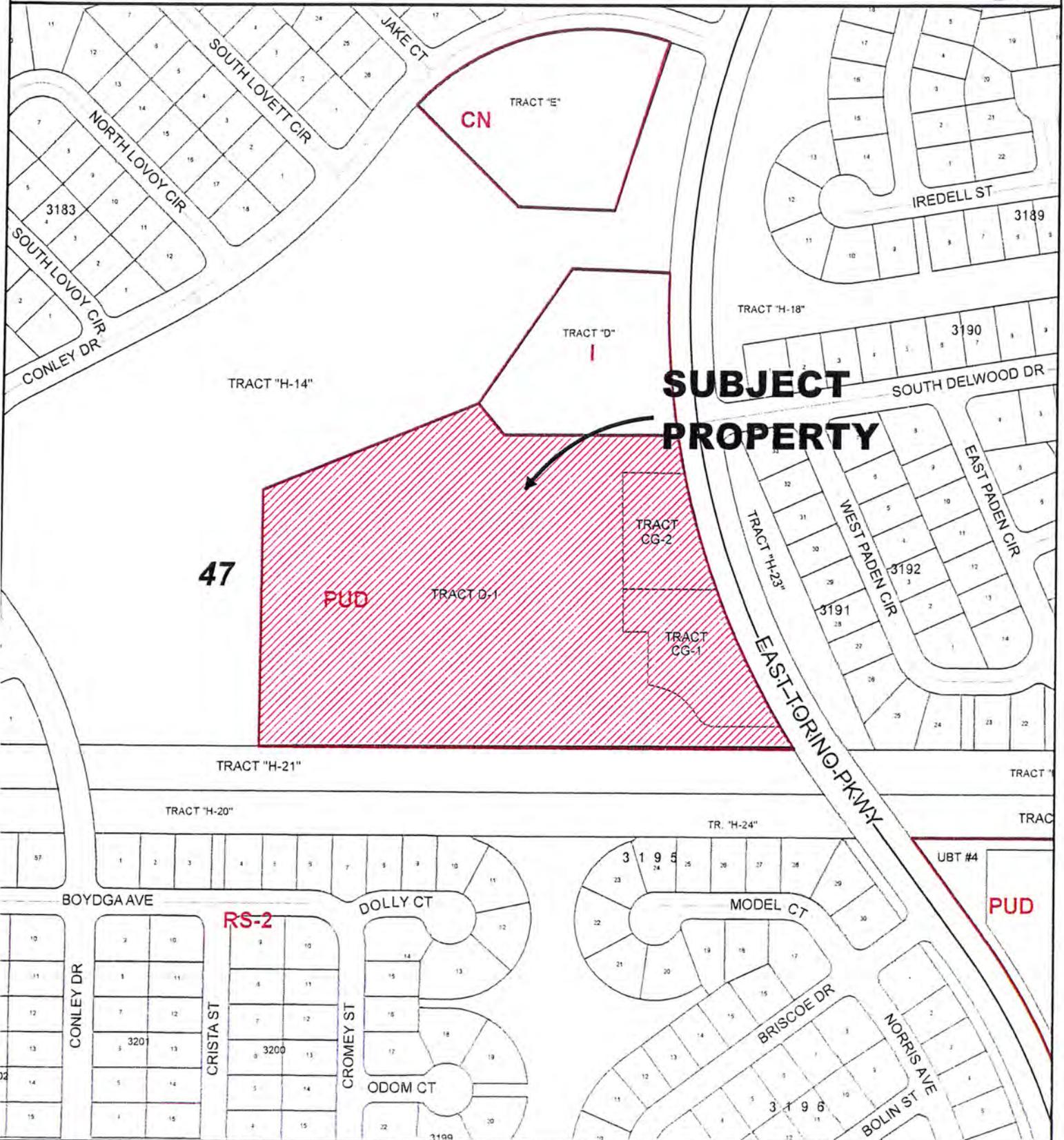


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

PUD AMENDMENT NO. 1
TORINO LAKES
SECTION 47, PORTION OF TRACT 'D'
AERIAL DATE 2014

DATE:	7/5/2016
APPLICATION NUMBER:	P16-097
USER:	patricias
SCALE:	1 in = 200 ft

EXISTING ZONING

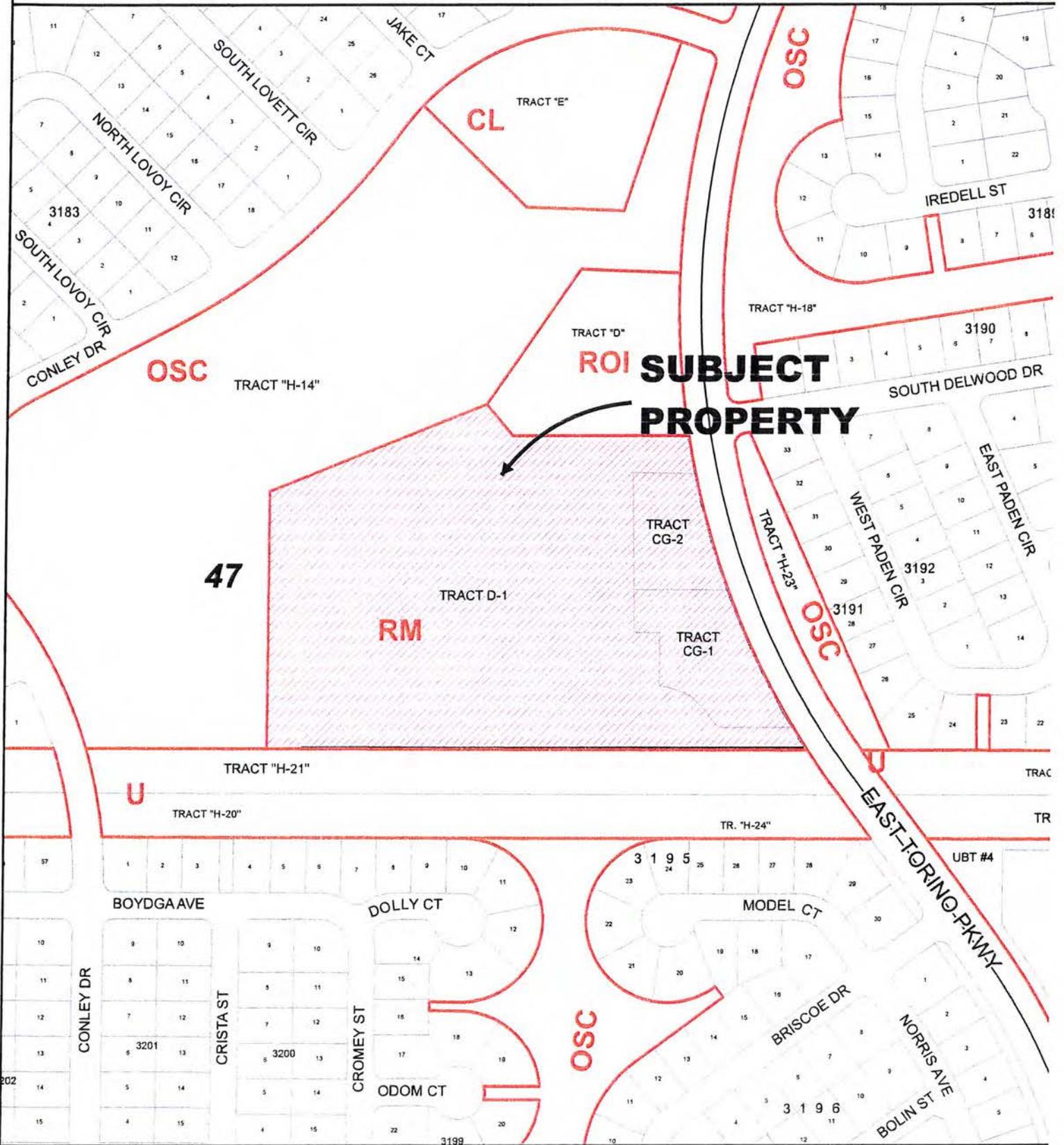


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

PUD AMENDMENT NO. 1
TORINO LAKES
SECTION 47, PORTION OF TRACT 'D'

DATE:	7/5/2016
APPLICATION NUMBER:	P16-097
USER:	patricias
SCALE:	1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

PUD AMENDMENT NO. 1
TORINO LAKES
SECTION 47, PORTION OF TRACT 'D'

DATE:	7/5/2016
APPLICATION NUMBER:	P16-097
USER:	patricias
SCALE:	1 in = 300 ft

PUD AMENDMENT APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. P16-097
Fee (Nonrefundable)\$ 2,319.20
Receipt # 98323

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: rlundy@richpropertiesfl.com

PROPERTY OWNER:

Name: Rich Torino, LLC
Address: 998 SE Town Place Blvd., Port St. Lucie, FL 34952
Telephone No. (772) 446-7344 FAX No. (772) 446-7628

AGENT OF OWNER (if any)

Name: Richard Lundy - Rich Properties FL
Address: 998 SE Town Place Blvd., Port St. Lucie, FL 34952
Telephone No. (772) 446-7344 FAX No. (772) 446-7628

RECEIVED

JUN 15 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY INFORMATION

Legal Description: See Attached Legal Description
(Include Plat Book and Page)

Parcel I.D. Number: 3301-703-0003-000-2, 3301-0001-000-8, 3301-703-0002-000-5

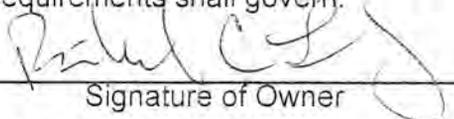
Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: RM / CG Acreage of Property: 16.96

Reason for amendment request: _____

PUD Amendment request proposed to facilitate current development approach which seeks to bring the project in compliance with current development standards and regulatory requirements.

- 1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).
- 2) All proposed additions must be underlined and deleted text must have a strikethrough.
- 3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.


Signature of Owner

B. LUNDY
Hand Print Name

6/15/16
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.

Rich Torino, LLC

998 SE Town Place Blvd

Port St. Lucie, FL 34952

PH: 772-446-7344 FX: 772-446-7628

September 14, 2015

Re: Rich Torino, LLC
dba Torino Lakes
998 SE Town Place Blvd
Port St. Lucie, FL 34952

To Whom it May Concern:

As owner of the above referenced property, I hereby designate Mr. Richard C. Lundy as Owner's Agent for the purpose of all permitting, re-zoning and construction.

Should you have any questions, please contact this office.

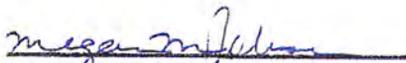
Sincerely,



Jerome L. Rich
Managing Member

State of Florida
County of St. Lucie

Subscribed and sworn to before me this 14th day of September, 2015.


Signature of Notary Public
Commissioned State of Florida



Notary Stamp

Exhibit "A"

Legal Description

Tract D, Port St. Lucie, Section Forty-Seven, according to the map or plat thereof, as recorded in Plat Book 16, Page 40, 40A through 40L, of the Public Records of St. Lucie County, Florida, LESS AND EXCEPTING THE FOLLOWING: Beginning at the Northeast corner of said Tract D; said point also being on the Westerly Right-of-Way line of East Torino Parkway shown on said plat of Port St. Lucie, Section Forty-Seven; thence North 87°54'54" West, along the North line of said Tract D, for 225 feet; thence South 34°52'49" West along the Northwestern line of said Tract D for 370.06 feet; thence South 39°12'30" East for 92.55 feet; thence due East for 401.20 feet to a point on the Westerly Right-of-Way line of said East Torino Parkway, said point also being a point on the arc of a circular curve to the right having a radial bearing of North 80°40'26" East, a radius of 1,850.00 feet and a central angle of 11°24'40"; thence Northerly along the arc of said curve and along the Westerly Right-of-Way line of said East Torino Parkway, for 368.44 feet to the Point of Beginning. NOW DESCRIBED AS FOLLOWS: All of Torino Lakes, according to the map or plat thereof, as recorded in Plat Book 63, Page 22, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3301-703-0003-000/2

COPY

CH-3340012.v1
COPY

Prepared by: K&L Gates LLP (W. Harris)
214 North Tryon Street, 47th Floor
Charlotte, NC 28202

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of December, 2014, by REDUS FLORIDA LAND, LLC, a Delaware limited liability company, hereinafter called the "Grantor", to RICH TORINO, LLC, a Florida limited liability company, whose address is 998 SE Town Place Blvd., Port St. Lucie, Florida 34952, hereinafter called the "Grantee."

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain sell, alien, remise, release, convey and confirm unto Grantee, its legal representatives and assigns, all that certain real property situate in St. Lucie County, Florida, as described on Exhibit "A" attached hereto:

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

And the Grantor hereby covenants with Grantee that, except as set forth below, Grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that said property is free from all encumbrances; that Grantee shall have peaceable and quiet possession thereof; and that Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This conveyance is subject to (i) zoning and building ordinances and land use regulations applicable to the property, (ii) such state of facts as are shown on any survey or as would be disclosed by an accurate survey of the property, (iii) the lien of taxes and assessments not yet due and payable, and (iv) all easements, restrictions and conditions of record.

CB-1240012 v1

COPY

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered in the presence of:

REDUS FLORIDA LAND, LLC, a Delaware limited liability company

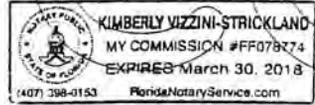
[Signature]
Name Printed: SARAH WICKER
[Signature]
Name Printed: Kimberly Vizzini-Strickland

By: REDUS Properties, Inc., a Delaware corporation, its sole member and manager
By: Carray Young
Name: Carray Young
Title: Assistant Vice President

STATE OF Florida }
COUNTY OF Duval }

The foregoing instrument was acknowledged before me this 15th day of December 2014 by Carray Young, the AVP of REDUS Properties, Inc., a Delaware corporation, the sole member and manager of REDUS Florida Land, LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
(Print Name: [Signature])
NOTARY PUBLIC
State of Florida at Large
Commission # [Signature]
My Commission Expires: [Signature]
Personally known:
Or Produce ID:
(check one of the above)
Type of Identification Produced: _____



COPY

Exhibit "A"

Legal Description

Tract D, Port St. Lucie, Section Forty-Seven, according to the map or plat thereof, as recorded in Plat Book 16, Page 40, 40A through 40L, of the Public Records of St. Lucie County, Florida, LESS AND EXCEPTING THE FOLLOWING: Beginning at the Northeast corner of said Tract D, said point also being on the Westerly Right-of-Way line of East Torino Parkway shown on said plat of Port St. Lucie, Section Forty-Seven; thence North 87°54'54" West, along the North line of said Tract D, for 225 feet; thence South 34°52'49" West along the Northwesterly line of said Tract D for 370.06 feet; thence South 39°12'30" East for 32.55 feet; thence due East for 401.20 feet to a point on the Westerly Right-of-Way line of said East Torino Parkway, said point also being a point on the arc of a circular curve to the right having a radial bearing of North 30°40'26" East, a radius of 1,850.00 feet and a central angle of 11°24'40"; thence Northerly along the arc of said curve and along the Westerly Right-of-Way line of said East Torino Parkway, for 368.44 feet to the Point of Beginning. NOW DESCRIBED AS FOLLOWS: All of Torino Lakes, according to the map or plat thereof, as recorded in Plat Book 63, Page 22, of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 3301-703-0003-000/2

COPY

COPY

EXHIBIT A

Torino Lakes

(fka Crescent Trace)

Prepared for
Rich Torino, LLC

PUD Document

CoPSL Approved 1-10-2005
Ordinance # 05-02

1st Amendment
June 15, 2016 (revised)
August 15, 2016 (revised)

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~~CRESCENT TRACE~~ TORINO LAKES PUD DEVELOPMENT STANDARDS

I. General Theme and Uses

The ~~Crescent trace~~ Torino Lakes PUD is a planned, mixed use development consisting of Residential and Commercial ~~and institutional~~ uses with recreation areas, drainage system(s) (including lakes), private roads and public utilities ~~needed to serve~~ required to serve the project. Portions of the infrastructure, such as but not limited to drainage and roads, may be shared among the residential and commercial ~~and institutional~~ areas of the project.

The Residential portion of the community consists of a maximum of 148 attached townhouse units with private garages on approximately ~~14.38~~ 14.24 acres. The townhouse units are intended to be sold to individual owners and/or utilized as rental units and will provide an alternative housing opportunity for the area.

~~The ROI portion of the site is 1.04 acres and is intended to primarily for office and institutional uses. No residential uses will be permitted in the ROI portion.~~

The General Commercial portion(s) of the site is ~~are 1.53~~ 1.65 acres and 1.07 acres, for a total of 2.72 acres, and is intended ~~primarily for light retail and office~~ to provide commercial uses to the community and the surrounding neighborhood. No residential uses will be permitted within the commercial zoning area.

II. Implementation

A detailed site plan, landscape plan and Engineering Plan, in conformance with the requirements established herein shall be submitted for review and approval prior to construction of any portion of the project. A subdivision plat shall be submitted for review and approval in accordance with Chapter 156 of the City's Land Development Regulations, prior to conveyance of any individual lot to a third party other than a government entity.

III. Design Standards

A. Residential:

The following design criteria established the minimum standards for use in the design and construction of the townhouse project.

1. The maximum height of the townhouse units shall be 35 feet.
2. The minimum gross lot area shall be ~~twenty thousand (20,000)~~ two thousand (2,000) square feet and the minimum gross lot width shall be ~~one hundred (100)~~ twenty-one (21) feet. Each townhouse dwelling unit shall have a minimum area of ~~one thousand nine hundred (1,900)~~ square feet of ~~usable floor space~~ living area and a minimum width of twenty-one (21) feet.
3. Each townhouse dwelling unit shall have a front yard with a minimum width of twenty (20) feet and a rear yard with a minimum depth of ~~fourteen (14)~~ fifteen (15) feet. Screened enclosures shall be set back a minimum of ~~ten (10)~~ eight (8) feet from the rear property lot line. See Exhibit A.
4. No less than ~~three (3)~~ four (4) townhouse buildings and no more than ~~eight (8)~~ six (6) townhouse dwellings shall be ~~contiguous~~ attached. No more than two (2) contiguous townhouse buildings shall be built in a row with a common front building line, and the minimum difference in building line setback to provide variation shall be five (5) feet. No contiguous group of dwellings shall exceed ~~two hundred forty (240)~~ one hundred forty (140) feet in length.
5. No portion of a townhouse or accessory structure, like screened porch, in or related to one (1) group of contiguous townhouses shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group, or shall be closer than twenty (20) feet to a property line adjoining the side yard of an adjacent lot not included within the PUD. ~~A side yard having a minimum depth of twenty (20) feet shall be provided between the side of any townhouse dwelling and a public street or right-of-way.~~
6. The minimum ~~right-of-way~~ road width for all private roads within the PUD shall be ~~forty-four (44)~~ twenty-six (26) feet.

7. The building setback from private roads within the PUD shall be a minimum of ~~ten (10)~~ twenty (20) feet.
8. The building setback from the adjacent non-residential parcels within the PUD shall be a minimum of ~~five (5)~~ twenty (20) feet.
9. ~~Townhouse~~ The development shall have a total common open area suitably developed for passive and active recreation purposes equal to a minimum of ~~five hundred (500)~~ eight hundred and fifteen (815) square feet of open area per dwelling unit. Satisfactory provision for the development and perpetual maintenance of the open area shall be submitted to and approved by the Planning and Zoning Board.
10. ~~A site plan showing all proposed development shall be submitted to the site plan review committee in accordance with the provisions of sections 158.235 through 158.245. A six (6) feet tall buffer wall on the southern property line (adjacent to the existing canal), outside of the fifteen (15) foot minimum upland buffer will not be required.~~
11. Before the building official shall be authorized to issue a building permit for construction, a subdivision plat complying with all requirements of this chapter and all appropriate requirements of the subdivision regulations of the City shall have been approved by the City Council and recorded within the records of the County.

B. ROI and General Commercial: Commercial General:

The design criteria for the ROI and General Commercial portions of the PUD shall be as set forth in Section 158.124 of the City's Land Development Regulations except that a ~~twenty-five foot (25')~~ twenty (20) foot landscaped buffer shall be required adjacent to the residential portion of the PUD. Per section 154.03 of the City's LDR, a six (6) feet tall, fully opaque architectural wall shall be required adjacent to the residential portion of the PUD. The Commercial General tracts will be responsible for the maintenance of the landscape buffer and wall.

C. Property Owner's Association-Homeowner's Association:

A Property Owner's Homeowner's Association will be established for the Residential portion of the PUD to provide for the maintenance of the common areas, pursuant to a Declaration of Covenants and Restrictions (copy attached) that will be recorded prior to conveyance of any individual townhouse units, and prior to conveyance of any non-residential portion of the project to anyone except a governmental entity.

IV. Vehicular Access

The site will have vehicle access via one primary access point and ~~one~~ another secondary access point off East Torino Parkway. Right and left turn lanes from East Torino Parkway into the site shall be provided at each access point, provided that such lanes can be permitted through the appropriate agencies. On 11/13/2006, City Council waived the policy requiring two connection points for this development. Subsequently, The Planning & Zoning Department placed a condition on the adjacent property on the north side (church property), requiring upon development of said church property, that both parties must provide an access point opposite Delwood Avenue to the East (see attachments). This action led to the approval the Crescent Trace (aka Torino Lakes) site plan with the currently design connection points.

V. Utilities

All utilities, including telephone, television cable, and electrical systems, shall be installed underground. Appurtenances to these systems that require above-ground installation are exempted from this requirement. Off-site primary facilities providing services to the site of the PUD are exempted from the requirements of underground installation and screening.

The PUD will be supplied with water and wastewater services by the City of Port. St. Lucie Utility Systems Department and will abide by and comply with all applicable City ordinances, policies, specifications, and regulatory agencies governing such service. No landscape shall be planted within any PSLU easements.

~~Crescent Trace~~ Torino Lakes acknowledges that the City may require reuse water to be utilized for irrigation, equal to the amount of wastewater generated by the PUD, upon availability to the site. Absent from any requirement of reuse water, the irrigation system(s) may be supplied by an irrigation well provided any applicable permit(s) are obtained.

VI. Signage

Signs will conform to the applicable provisions of the Sign Code, Chapter 155 of the City's Land Development Regulations.

VII. On-Site Lighting

Lighting within the PUD will be designed to avoid glare on adjacent residential properties. Lighting shall conform to the requirements set forth in Section 158.221 of the City's Land Development Regulations. Only LED type street lighting shall be utilized within the development.

Pedestrian Systems

~~Pedestrian systems shall be comprised of a continuous 5' sidewalk along one side of the internal road network with points of connection to East Torino Parkway at both the primary and secondary vehicle access points.~~ combination of 6' sidewalks along one side of each access drive from the common areas with points of connection to East Torino Parkway and a 5' mulch path on the property's perimeter.

VIII. Parking and Vehicle Storage

Each townhouse unit shall have one garage space and ~~a minimum of one (1) two~~ exterior surface parking spaces. No recreational vehicle, mobile home, boat or travel trailer shall be parked or stored on the PUD property for a period ~~in excess of 48 hours during any calendar month,~~ unless stored in a garage, completely out of view. An additional twenty-six (26) parking spaces are provided for guest parking.

IX. Landscape Design Standards

~~Landscaping shall comply with Sections 153.03, 153.04, 153.10 and 153.11 of the City's Land Development Regulations. All landscaping shall comply with Sections 156.119, 156.120, and 156.121 of the City's Land Development Regulations, except where the PUD Document sets forth requirements that are inconsistent with such regulations, then the requirements of the PUD shall prevail.~~

X. Drainage

- A. A lake drainage system for the entire PUD will be provided on the property to allow safe and efficient drainage and will provide aesthetically pleasing water features to the community. ~~The Property Owner's Homeowner's Associations~~ will be responsible for maintenance of the on-site drainage system within the Residential Tract. The Commercial Tracts will be responsible for all drainage system(s) located within their respective tracts, including the conveyance piping systems located on the Residential Tracts and PUD common areas that service any portion of the Commercial Tract(s).

XI. Recreation

Recreation areas totaling approximately ~~4.69~~ 2.75 acres will be provided for the use of the residents in the Residential portion of the PUD.

XII. Phasing Schedule

The PUD will be constructed in three phases:

- A. Phase 1 shall consist of the internal roads, connecting both points of access to East Torino Parkway, drainage, 148 townhouse units, and the recreation areas.
- B. Phase 2 shall consist of ~~the commercial areas~~ Commercial General – Tract 1.
- C. Phase 3 shall consist of ~~the institutional/office area~~ Commercial General – Tract 2.

XIII. Uses

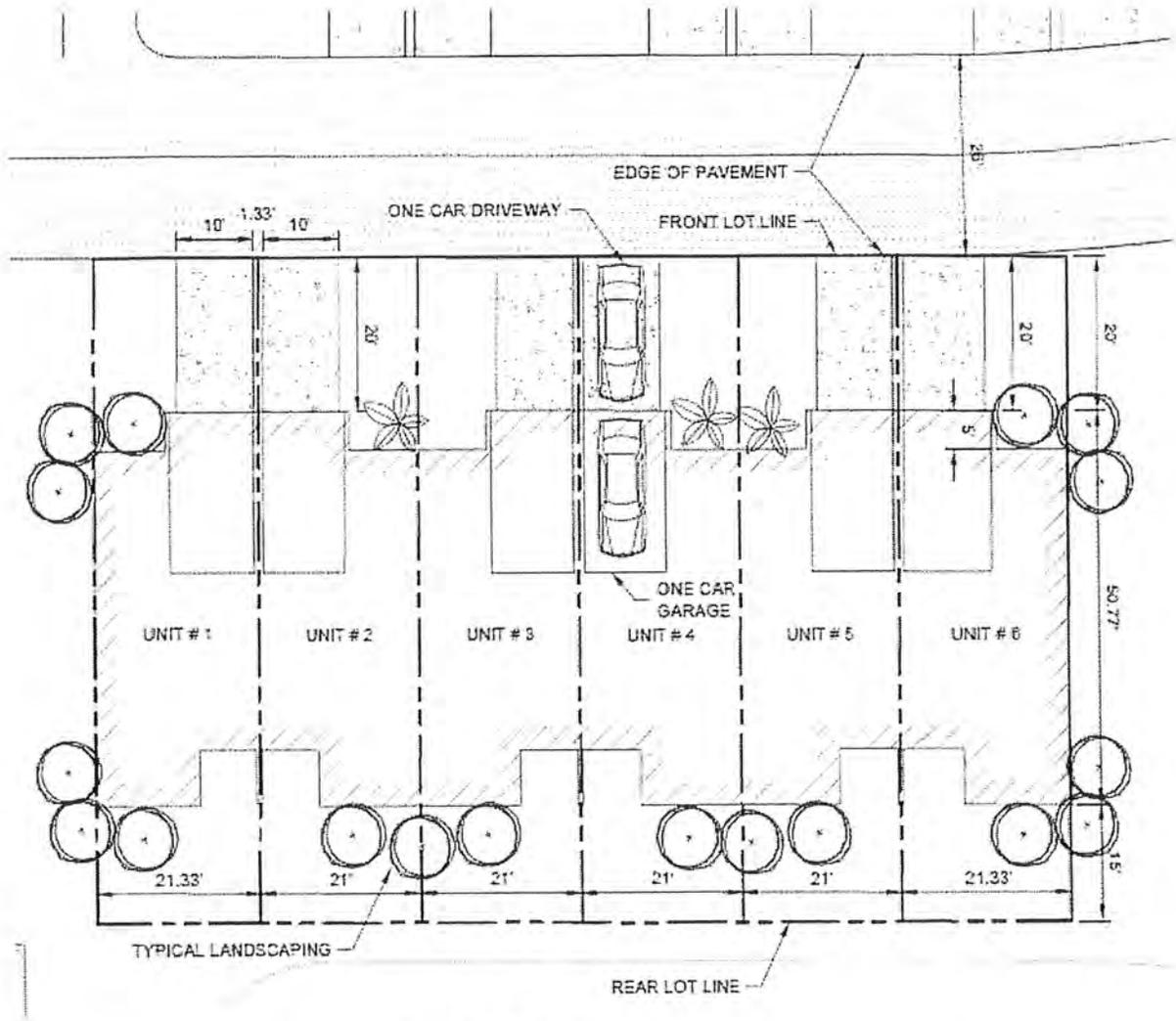
- A. Residential Area: All permitted uses in the RM-11 zoning district are permitted in the residential portion of the PUD except family day care homes and except as prohibited below. Special exception uses of the RM-11 zoning district are not permitted. Accessory uses as set forth in Section 158.217 of the City's Land Development Regulations are permitted provided they meet the requirements otherwise set forth herein.

~~ROI Area: Residential uses are prohibited in the ROI area. All permitted, special exception and accessory uses set forth in Section 158.110 of the City's Land Development Regulations are permitted except as prohibited below.~~

- B. Commercial General Area: All permitted and special exception uses, including drive-thru service lanes, retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with City's LDR Section 110, and accessory uses set forth in Section 158.124 of the City's Land Development Regulations are permitted except as prohibited below.
- C. Prohibited Uses: The following uses are prohibited anywhere within the PUD: adult entertainment establishments as defined in Chapter 113 of the City's Land Development Regulations, family day care homes, junkyards, salvage yards, recycling centers, kennels, mobile home parks, recreational vehicle parks, pawn shops, ~~convenience stores~~ tattoo parlors, gas stations, community residential home / group home, and auto repair shops or garages.

Notwithstanding the uses permitted by this PUD, uses may be further restricted or prohibited by Declaration of Covenants and Restrictions pertaining to any or all of the property.

EXHIBIT A TYPICAL LOT PLAN



TYPICAL LOT PLAN

SCALE 1/8" = 1'-0"



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Dates: 10/24/16 &
11/14/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

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

Agenda Item: Ordinance: Rezoning Application for S&W Land Investments (P16-149) 16-78

Submittal Date: 10/13/2016

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

BACKGROUND: The proposed request seeks to rezone five lots from RS-2 (Single Family Residential) to I (Institutional) with a church as the intended use. 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 9/28/16.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their October 4, 2016 meeting.

SPECIAL CONSIDERATION: NA

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

REQUESTED MEETING DATES: 10/24/2016 and 11/14/2016

LOCATION OF PROJECT: Property is located southeast of Port St. Lucie Boulevard, west of Aster Road and north of Alton Circle.

ATTACHMENTS: Ordinance, staff report, maps, and application.

PT/DR

RECEIVED

OCT 11 2016

CITY MANAGER'S OFFICE

AN ORDINANCE TO REZONE 1.15 ACRES OF PROPERTY LOCATED SOUTHEAST OF PORT ST. LUCIE BOULEVARD, WEST OF ASTER ROAD AND NORTH OF ALTON CIRCLE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO I (INSTITUTIONAL) FOR A PROJECT KNOWN AS P16-149 S&W LAND INVESTMENTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, P16-149 S&W Land Investments, hereinafter referred to as the Applicant, seeks to rezone 1.15 acres of property located southeast of Port St. Lucie Boulevard, west of Aster Road and north of Alton Circle within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to I (Institutional).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the October 4, 2016, to consider the rezoning application P16-149, notice of said hearing to adjoining property owners for a radius of seven-hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 14th day of November, 2016, to consider the rezoning application (P16-149), 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 5, Block 1662, Lots 9-11 & 15-16, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to I (Institutional).

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

ORDINANCE 16-78

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

Daniel Robinson

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, September 28, 2016 2:34 PM
To: Daniel Robinson
Cc: Patti Tobin
Subject: RE: P16-149 S&W Land Investments Ordinance Review

No changes. Approved.
Thanks Daniel!

Thomas Mullin

Attorney at Law

Email: tmullin@nasonyeager.com

Tel: 561-982-7114 | Fax: 561-982-7116

[Profile](#) [vCard](#)



750 Park of Commerce Blvd., Suite 210 | Boca Raton | FL | 33486
www.nasonyeager.com

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: Daniel Robinson [mailto:DRobinson@cityofpsl.com]
Sent: Wednesday, September 21, 2016 2:02 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>
Subject: P16-149 S&W Land Investments Ordinance Review

Mr. Mullin,

Please review the ordinance for the above mentioned project. This project will go to Planning & Zoning Board on October 4, 2016. Please send an approval statement or comments by email no later than October 11, 2016.

Thank you,

Daniel Robinson
City of PSL
Planner
Planning & Zoning Department
(772)344-4216
DRobinson@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

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

TO: PLANNING AND ZONING BOARD - MEETING OF OCTOBER 4, 2016

FROM: DANIEL ROBINSON, PLANNER *DR*

RE: S&W LAND INVESTMENTS
 REZONING APPLICATION
 PROJECT NO P16-149

DATE: SEPTEMBER 20, 2016

APPLICANT: Bradley J. Currie, AICP, Engineering Design & Construction, Inc.
 Authorization letter is attached.

OWNER: S&W Land Investments, LLC

LOCATION: Property is located southeast of Port St. Lucie Boulevard, west of Aster Road and north of Alton Circle.

LEGAL DESCRIPTION: Port St Lucie Section 5, Block 1662, Lots 9-11 & 15-16

SIZE: 1.15 acres

EXISTING ZONING: RS-2 (Single-Family Residential) Zoning District

EXISTING USE: Lot 11 has a single-family residence and lots 9, 10, 15, and 16 are vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	ROI	P	Existing office building & vacant land
S	RL	RS-2	Existing single-family residence
E	ROI	LMD	Existing mixed use building
W	ROI	RS-2	Existing single-family

REQUESTED ZONING: I (Institutional) Zoning District.

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

PROPOSED USE: The intended use is a church.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan. The subject application is supported and justified by Objective 1.1.4: Future growth, development and redevelopment shall be directed to appropriate areas as depicted on the Future Land Use Map.; and Policy 1.1.4.13: I (Institutional) zoning is compatible with ROI (Residential, Office & Institutional) future land use.

Compliance with Conversion Area Requirements:

Planning Area location per conversion manual: 4

The property is totally within planning area: Yes

Minimum Frontage: Yes

Minimum Depth: Yes

Does the request isolate lots: No

Has a Unity of Title been submitted: Yes

Buffer required: A landscaped buffer and wall is required: Yes

Sewer/Water Service: The City of Port St. Lucie's Utilities is the provider of water and sewer. Service to the site is available.

Environmental: Applicant is required to remove any exotic vegetation on the property. A tree survey will be required. All protected trees over 12" DBH will be required to be mitigated for and a gopher tortoise burrow survey will be required prior to clearing.

School Concurrency: N/A

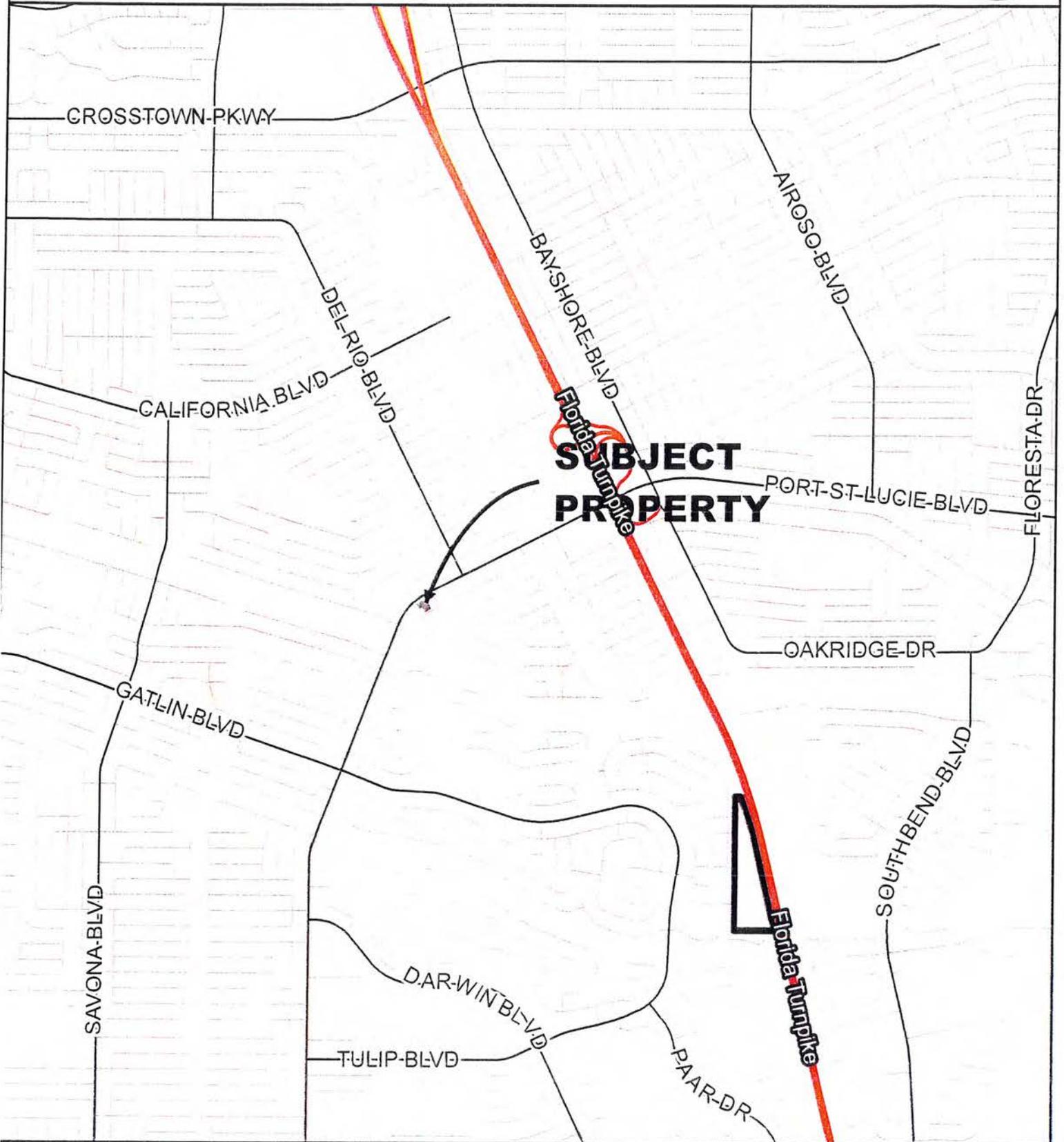
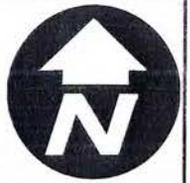
STAFF RECOMMENDATION:

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

Planning and Zoning Board's Action Options

- Motion to recommend approval
- Motion to recommend denial

GENERAL LOCATION



CITY OF PORT ST. LUCIE
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

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

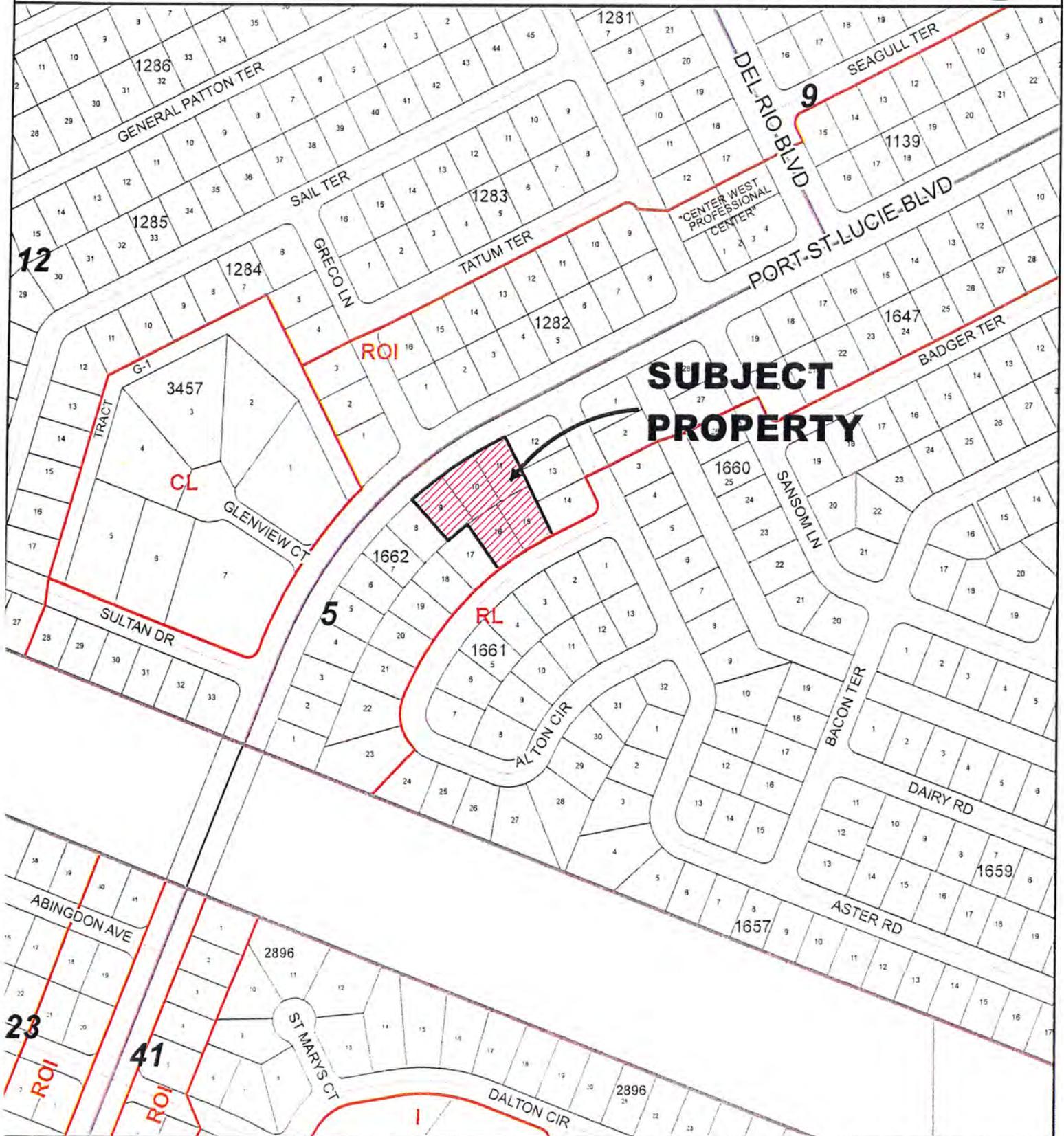
DATE: 9/8/2016

APPLICATION NUMBER:
P16-149

USER:
patricias

SCALE: 1 in = 200 ft

FUTURE LAND USE

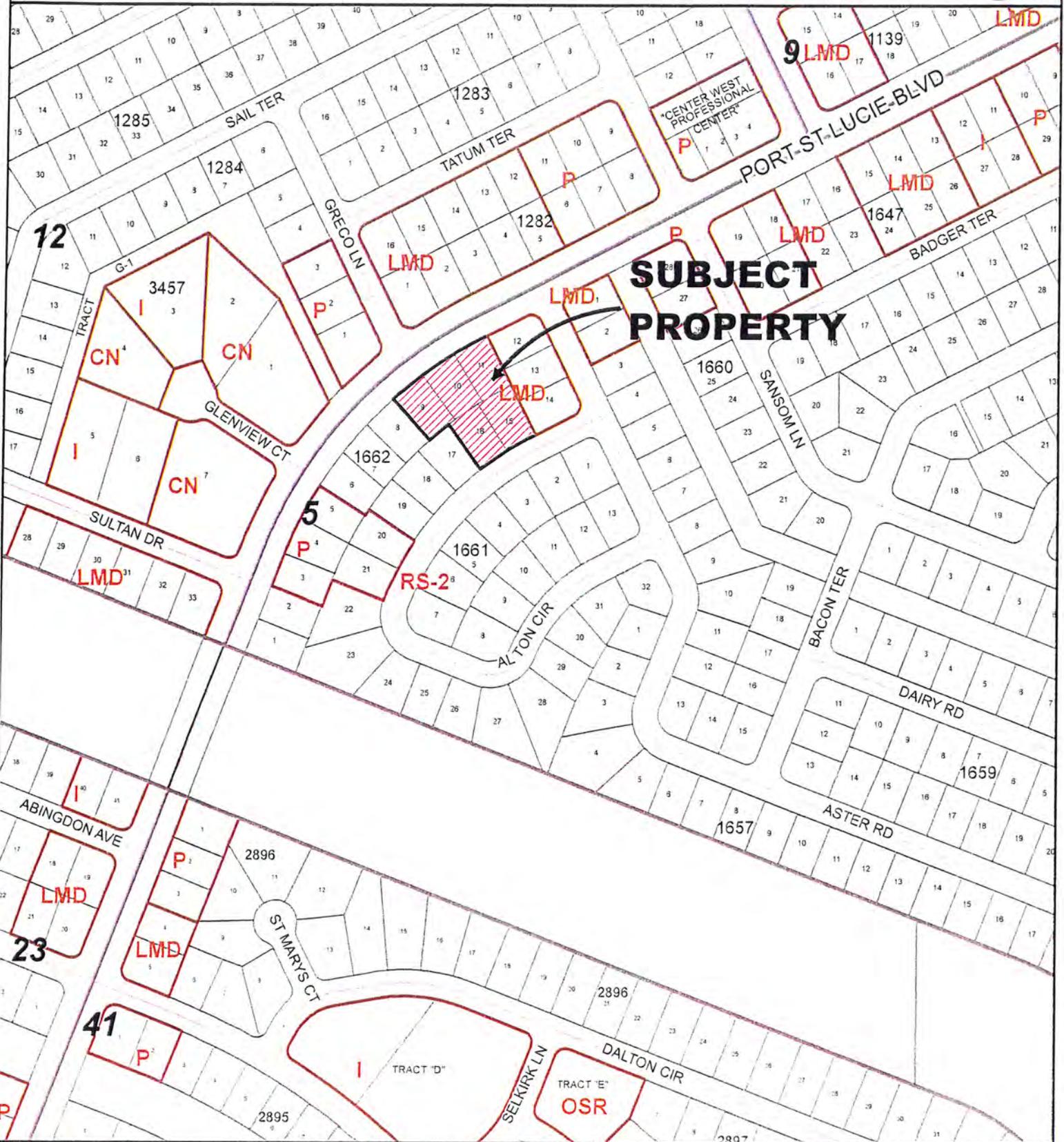


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

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

REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. _____
Fee (Nonrefundable)\$ _____
Receipt # _____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. All items on this application should be addressed, otherwise it 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: bradcurrie@edc-inc.com

PROPERTY OWNER:

Name: S & W Land Investments, LLC
Address: 698 SW Port St. Lucie Blvd., Suite 109, Port St. Lucie, FL 34953
Telephone No.: 772-332-5045 FAX No.: _____

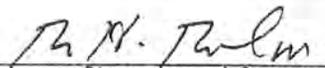
AGENT OF OWNER (if any)

Name: Engineering Design & Construction, Inc.
Address: 469 NW Prima Vista Blvd., Port St. Lucie, FL 34983
Telephone No.: 772-462-2455 FAX No.: _____

PROPERTY INFORMATION

Legal Description: Section 5, Blk 1662, Lots 9, 10, 11, 15 and 16
(Include Plat Book and Page) 3420-520-0842-000-0, 3420-520-0843-000-7, 3420-520-0844-000-4,
Parcel I.D. Number: 3420-520-0848-000-2 and 3420-520-0849-000-9
Current Zoning: RS-2
Proposed Zoning: Institutional
Future Land Use Designation: ROI Acreage of Property: 1.15 ac

Reason for Rezoning Request: _____
The petitioner is proposing a church on the subject parcels. Due to this a change in zoning is required to allow for that.

 Brian Breslaw 9/19/16
*Signature of Owner Hand Print Name Date

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

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.
H:\PZ\SHARED\APPLCTN\REZAPPL\06\23\11

S & W Land Investments, LLC
698 SW Port St. Lucie Blvd.
Suite 109
Port St. Lucie, FL 34953

AGENT CONSENT FORM

Project Name: S & W Rezone

Parcel ID: 3420-520-0842-000-0, 3420-520-0843-000-7, 3420-520-0844-000-4, 3420-520-0848-000-2 and 3420-520-0849-000-9

BEFORE ME THIS DAY PERSONALLY APPEARED Brian Breslaw, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 19th day of September 20 16 by Brian Breslaw (Name of Person Acknowledging) who is personally known to me or who has produced N/A (type of identification) as identification and who did (did not) take an oath.

Patricia Sesta
(Signature of Person Taking Acknowledgement)

PATRICIA SESTA
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

FF983414
(Serial Number, if any)

(Notary's Seal)

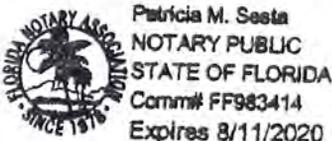
Brian Breslaw
Owner's Signature

Brian Breslaw
Owner's Name (Print)

Street Address

City, State, Zip Code

() _____
Telephone



(E)

This Document Prepared By and Return to:
Stephen Navaretta, Esq.
Navaretta & Navaretta, P.A.
1100 SW St. Lucie West Blvd., Ste. 203
Port St. Lucie, FL 34986

* DOC ASSUMP: \$ 0.00
* Dec Tax : \$ 3,150.00
* Int Tax : \$ 0.00

Parcel ID Number: 3420-520-0842-000/0

Warranty Deed

This Indenture, Made this 27th day of August, 2004 A.D. Between
Ralph LaBella and Jane LaBella, husband and wife

of the County of _____, State of _____, grantors, and
S&W Land Investments, LLC, a Florida limited liability company

whose address is: 7410 So. U.S. Highway 1, Ste. 103A, Port St. Lucie, FL 34952

of the County of St. Lucie, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of St. Lucie State of Florida to wit:

Lots 9, 10, 11, 15 and 16, PORT ST. LUCIE SECTION FIVE, according to
the Plat thereof, recorded in Plat Book 12, page 15 Public Records of
St. Lucie County, Florida.

Subject to restrictions, reservations and easements of record, if
any, and taxes subsequent to December 31, 2003.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written

Signed, sealed and delivered in our presence:

Lisa Gassman
Printed Name: Lisa Gassman
Witness

Ralph LaBella (Seal)
Ralph LaBella
P.O. Address: 67 Viola Drive

Diane Wren
Printed Name: Diane Wren
Witness

Jane LaBella (Seal)
Jane LaBella
P.O. Address: 67 Viola Drive

STATE OF New York
COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 25th day of August, 2004 by
Ralph LaBella and Jane LaBella, husband and wife

who are personally known to me or who have produced their ~~Florida~~ ^{New York} driver's license as identification

LISA GASSMAN
Notary Public, State of New York
No. 01GAG095291
Qualified in Nassau County
Commission Expires July 7, 2007

Lisa Gassman
Printed Name: Lisa Gassman
Notary Public
My Commission Expires July 7, 2007



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager
James E. Angstadt, P.E., Public Works Director

FROM: Frank Knott, Project Manager

Agenda Item: Ordinance:
Abandonment of a Blanket Flowage Easement

Submittal Date: 10/20/2016

JP for PR
JEA

JK

STRATEGIC PLAN LINK: Mission: Responsive to the Community

BACKGROUND: Tradition Land Company, Inc. has requested the abandonment of a blanket flowage easement. The area of the blanket easement contains a 50-foot wide flowage easement and has been re-platted to include the necessary infrastructure improvements which provide connectivity of the drainage system.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Attorney Ella Gilbert on October 20, 2016 and approved as to form.

STAFF RECOMMENDATION: The request has been recommended for approval by the Public Works Director.

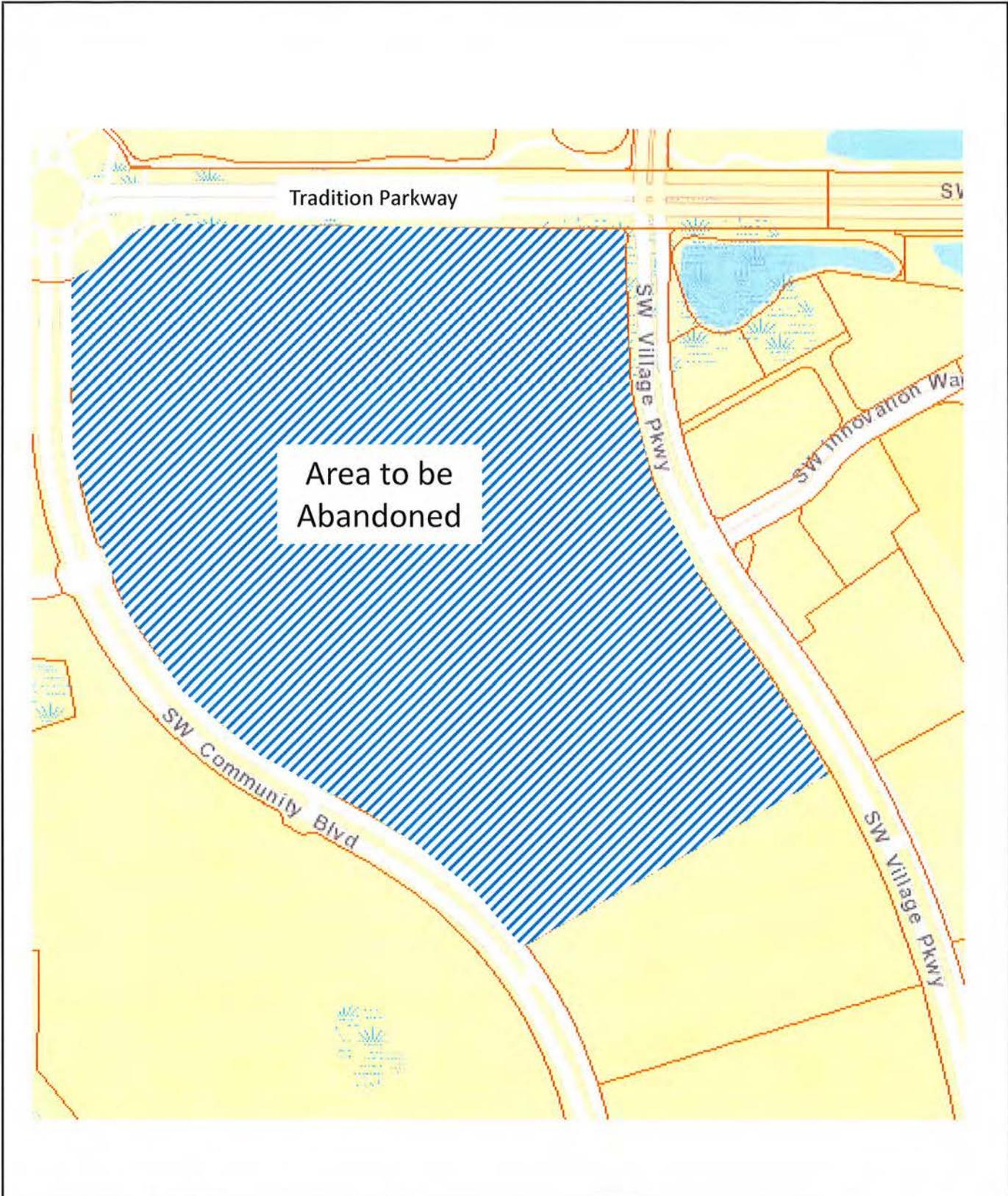
SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: Village Point at Tradition – the area between Community Boulevard and Village Parkway.

ATTACHMENTS: Ordinance and Location Map.



Abandonment of a Blanket Flowage Easement

10/20/2016



CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: FRANK KNOTT, PROJECT MANAGER
JAMES ANGSTADT, PUBLIC WORKS DIRECTOR

FROM: ELLA M. GILBERT, STAFF ATTORNEY *EMG*

DATE: OCTOBER 20, 2016

SUBJECT: ORDINANCE 16-____
AUTHORIZING THE ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3094, AT PAGE 1591, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID BLANKET FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

Pursuant to your Department's request, I have prepared an ordinance for review and approval by the City Council which shall serve to abandon and release a blanket flowage easement within Southern Grove. The abandonment request was made subsequent to the creation of a flowage path defined by flowage easements as shown on Southern Grove Plat No. 11.

Accordingly, the required ordinance for review and approval by the City Council is attached. The ordinance authorizes the Mayor and City Officials to execute any and all documents necessary to formalize and complete the abandonment of the blanket flowage easement. Please process this ordinance as required for placement of this matter on the agenda for the appropriate City Council Meeting. If you have any questions, please do not hesitate to contact me.

EMG/ks

Attachments: Ordinance 16-____ with Exhibits
cc: Roxanne Chesser, P.E., Assistant Director, Public Works
O. Reginald Osenton, City Attorney

Received by: _____ Date: _____

Print Name: _____

Ordinance with Exhibits

**COMPOSITE
EXHIBIT**

“A”

ORDINANCE 16 - 79

AN ORDINANCE AUTHORIZING THE ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3094, AT PAGE 1591, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID BLANKET FLOWAGE EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Horizons St. Lucie Development, LLC, a Florida limited liability company ("Horizons"), entered into a Blanket Flowage Easement for Southern Grove to the City of Port St. Lucie, a Florida municipal corporation ("City"), recorded on June 1, 2009 in Original Records Book 3094, at Page 1591, of the Public Records of St. Lucie County, Florida, which is more specifically described in Exhibit "1" and is attached hereto and incorporated herein; and

WHEREAS, Horizons is an affiliate of Tradition Land Company, LLC, a Foreign limited liability company ("Tradition"); and

WHEREAS, Tradition is the record owner of the lands encompassed by the Southern Grove Plat No. 11, recorded on December 3, 2014, in Plat Book 70 at Page 15 of the Public Records of St. Lucie County, Florida; and

WHEREAS, Tradition has requested that the City abandon and terminate the blanket flowage easement; and that Abandonment and Termination of Blanket Flowage Easement is more specifically described in Exhibit "2," which is attached hereto and incorporated herein; and

WHEREAS, City Staff has reviewed the request to abandon and terminate the blanket flowage easement and is in agreement with that request; and

WHEREAS, the City desires to release, vacate and abandon its interests in and to the blanket flowage easement, which is more specifically and legally described in the attached Exhibit "1."

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

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

Section 2. That there is hereby authorized the execution of the Abandonment and Termination of the Blanket Flowage Easement that is more specifically and legally described in the attached Exhibit "2". The Mayor and City Officials are hereby authorized to execute any and all documents necessary to formalize and complete the abandonment of easement

ORDINANCE 16 - 79

contemplated herein.

Section 3. That this Ordinance shall become effective 10 days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, 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

**Blanket Flowage Easement
for Southern Grove
(OR 3094, Page 1591)**

EXHIBIT

“1”

Return to (enclose self-addressed stamped envelope)

Name: City of Port St. Lucie
City Attorney's Office
Address: 121 SW Port St. Lucie Boulevard
Suite 322
Port St. Lucie, Florida 34984

BLANKET FLOWAGE EASEMENT
[Community Boulevard - MXD Parcel]

THIS EASEMENT granted this 4th day of May, 2009, by HORIZONS ST. LUCIE DEVELOPMENT, LLC, a Florida limited liability company, whose address is 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987 ("Grantor") and City of Port St. Lucie, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, or assigns.)

WITNESSETH:

Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains, and sells unto the Grantee, a perpetual easement for surface water drainage from Community Boulevard right-of-way, on the following described lands located in St. Lucie County, Florida, to wit (the "Easement Area"):

See attached Exhibit "A" which is incorporated herein by reference.

Subject to easements, restrictions and reservations of record.

Notwithstanding anything contained herein to the contrary, until such time as a permanent flowage easement is established by plat approved by Grantee or site plan approved by Grantee ("Permanent Flowage Easement"), Grantor shall have the right to relocate the location of the easement granted herein from time to time by providing notice to Grantee, and without obtaining consent of Grantee and as often as Grantor may determine in its sole and absolute discretion, provided that in connection with such relocation, such surface water drainage from Community Boulevard is not obstructed.

Grantor shall maintain this Easement at its sole cost and expense. If flowage is obstructed, Grantee shall have the right to take action in compliance with applicable laws necessary to maintain the Easement in the event Grantor shall fail to maintain the easement upon thirty (30) days written notice to Grantor (or such shorter period of time as is necessary in the event of an emergency). This Easement shall automatically terminate upon the creation of the Permanent Flowage Easement. Upon request by Grantor, Grantee shall file a termination of this easement in the Public Records of St. Lucie County, Florida.

TO HAVE AND TO HOLD the same unto the Grantee, together with the right to enforce the intended use stated herein. Grantor and Grantee are used for singular or plural, as the context requires. The easement granted herein shall constitute easements running with the land and shall burden the land described above.

(signature page follows)

IN WITNESS WHEREOF, the Grantor has caused these present to be executed the day and year first above written.

Signed, Sealed and Delivered in the presence of:

GRANTOR:

WITNESSES:

HORIZONS ST. LUCIE DEVELOPMENT, LLC
a Florida limited liability company,

[Signature]
Print Name: J. Paul Farney

By: [Signature]
Name: Wesley S. McCurry
Title: President

[Signature]
Print Name: Jean E. Sakowski

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

The foregoing instrument was acknowledged before me by Wesley S. McCurry, who [] is personally known to me or [] who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May, 2009.

[Signature]
Notary Public

Shirley E. Smith
Typed, printed or stamped name of Notary Public

My Commission Expires:



(SIGNATURES CONTINUE ON FOLLOWING PAGE)

GRANTEE:

CITY OF PORT ST. LUCIE

ATTEST:

Mary Ann Verillo
Print Name: MARY ANN VERILLO

By: *Donald B Cooper*
Name: Donald B. Cooper
Title: city manager
Date: 5-20-09

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Donald B. Cooper, the city manager of CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of May, 2009.

Mary Ann Verillo
Notary Public

MARY ANN VERILLO
Typed, printed or stamped name of Notary Public

My Commission Expires:



EXHIBIT "A"

BLANKET FLOWAGE EASEMENT

LEGAL DESCRIPTION PARCELS 2 & 3

BEING ALL OF PARCELS 2 AND 3, ACCORDING TO THE PLAT OF
SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56,
PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 105.536 ACRES, MORE OR LESS.

**Abandonment of Blanket
Flowage Easement for
Southern Grove**

EXHIBIT

“2”

This Instrument was prepared
by and upon recording
should be returned to:

Holland & Knight, LLP
200 S. Orange Ave, Suite 2600
Orlando, Florida 32801
Attention: Stephen W. Snively, Esq.

ABANDONMENT & TERMINATION
of
BLANKET FLOWAGE EASEMENT [Community Boulevard - MXD Parcel]
(O.R. Book 3094, Page 1591)

This ABANDONMENT & TERMINATION OF BLANKET FLOWAGE EASEMENT [COMMUNITY BOULEVARD - MDX PARCEL] ("Agreement") is made by TRADITION LAND COMPANY, LLC, an Iowa limited liability company ("Grantor"), and the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("Grantee").

A. Horizons St. Lucie Development, LLC, a Florida limited liability company ("Horizons") and Grantee entered into that certain Blanket Flowage Easement [Community Boulevard - MXD Parcel] dated May 4, 2009, and recorded June 1, 2009, in Official Records Book 3094, Page 1591, Public Records of Saint Lucie County, Florida ("Blanket Flowage Easement");

B. Grantor is the successor in interest to Horizons with authority to enter into this Agreement; and

C. Grantor and Grantee wish to abandon and terminate the Blanket Flowage Easement, and discharge and release therefrom the entire "Easement Area," as defined in the Blanket Flowage Easement, including that Land described on Exhibit "A," attached hereto and by this reference made a part hereof ("Abandoned Easement Area"), that has heretofore been platted.

Now, therefore, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree that the Blanket Flowage Easement is terminated and any and all rights and obligations with regards to the Abandoned Easement Area existing pursuant thereto are hereby terminated and declared to be of no further legal force or effect.

[Separate Signature Pages for Grantor and Grantee Attached]

SIGNATURE PAGE FOR GRANTEE

This Signature Page for Grantee is attached to and made a part of that certain ABANDONMENT & TERMINATION OF BLANKET FLOWAGE EASEMENT [Community Boulevard - MDX Parcel] made by TRADITION LAND COMPANY, LLC, an Iowa limited liability company as "Grantor" and the CITY OF PORT ST. LUCIE, a Florida municipal corporation, as "Grantee."

IN WITNESS WHEREOF, Grantee has caused the above referenced document to be duly executed effective the date first stated above.

Signed, sealed and delivered
in our presence:

GRANTEE:

Signature

CITY OF PORT ST. LUCIE
a Florida municipal corporation

Name Printed

By: _____

Signature

Name: _____

Name Printed

Title: _____

STATE OF FLORIDA)
) ss.:
COUNTY OF ST. LUCIE)

The foregoing document was executed and acknowledged before me on October ____, 2016, by _____ as _____ on behalf of the CITY OF PORT ST. LUCIE for the purposes expressed herein. He/she presented a valid Florida's driver's license or is personally known to me.

Notary Public

[NOTARY SEAL]

SIGNATURE PAGE FOR GRANTOR

This Signature Page for Grantor is attached to and made a part of that certain ABANDONMENT & TERMINATION OF BLANKET FLOWAGE EASEMENT [Community Boulevard - MDX Parcel] made by TRADITION LAND COMPANY, LLC, an Iowa limited liability company as "Grantor" and the CITY OF PORT ST. LUCIE, a Florida municipal corporation, as "Grantee".

IN WITNESS WHEREOF, Grantor has caused the above referenced document to be duly executed effective the date first stated above.

Signed, sealed and delivered
in our presence:

GRANTOR:

Signature

TRADITION LAND COMPANY, LLC
an Iowa limited liability company

Name Printed

By: _____
David C. Feltman, President

Signature

Name Printed

STATE OF FLORIDA)
) ss.:
COUNTY OF _____)

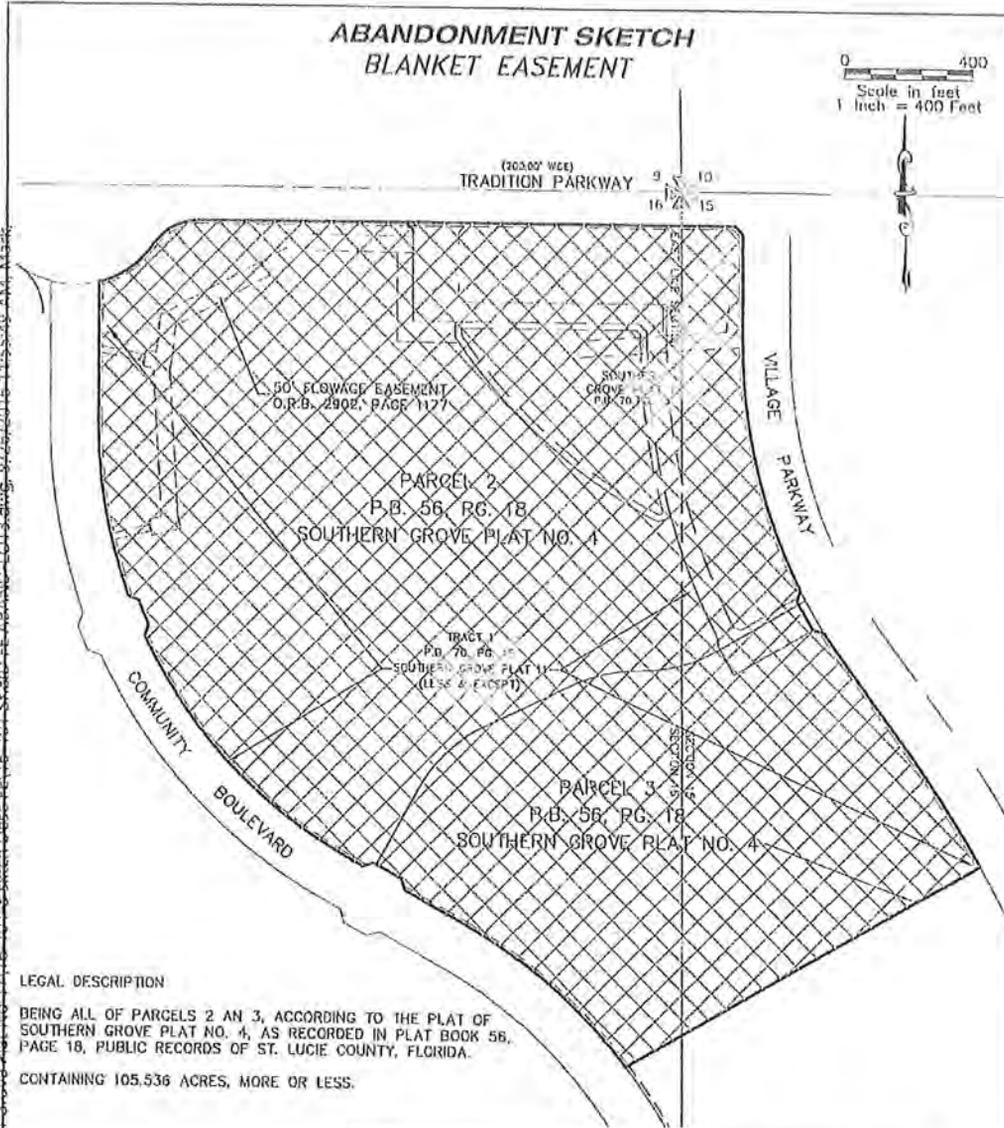
The foregoing document was executed and acknowledged before me on October ____, 2016, by David C. Feltman, as President on behalf of TRADITION LAND COMPANY, LLC, an Iowa limited liability company, for the purposes expressed herein. He is personally known to me.

Notary Public

[NOTARY SEAL]

EXHIBIT "A"

Abandoned Easement Area



LEGAL DESCRIPTION

BEING ALL OF PARCELS 2 AND 3, ACCORDING TO THE PLAT OF SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56, PAGE 18, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 105.536 ACRES, MORE OR LESS.

**EXHIBIT
BLANKET EASEMENT ABANDONMENT**

PREPARED FOR:
TRADITION LAND COMPANY, LLC

**ENGINEERING DESIGN
& CONSTRUCTION, INC.**
1034 TUCKER COURT
FT. PIERCE, FL 34950
phone: 772-462-2455
phone: 772-419-8383 fax: 772-462-2454
CERTIFICATE OF AUTHORIZATION #LB 8098

REVISIONS

JOB No. : 16-101-3B DATE: 04/10/2016
SCALE : 1" = 400' DRAWN BY: MDP

FIELD BOOK: PAGE:

CHECKED BY: MTO
EFC FILE:

CARD FILE : 16-101 SK&D FE ABAND.dwg

SHEET **1** OF **1**



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Dates: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager 

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

Agenda Item: Resolution: Special Exception Use Application - Drive-through for Coffee Port St. Lucie (P16-100)

Submittal Date: 10/11/2016 16-RT2

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

BACKGROUND: The requested special exception is to allow a drive-through in the CG (General Commercial) Zoning District per Section 158.124(C)(12) of the Zoning Code.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Thomas Mullin via email on October 11, 2016.

NOTICE/ADVERTISING: The attached ad proof will be published in the October 14, 2016, Treasure Coast newspaper. Proof of publication will be provided to the City Clerk on October 14, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the special exception use application at their September 6, 2016 meeting.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 10/24/2016

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: Resolution, staff report, maps, application.

PT/kh

RECEIVED

OCT 13 2016

CITY MANAGER'S OFFICE

A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(12) TO ALLOW A DRIVE-THROUGH SERVICE FACILITY IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR COFFEE PORT ST. LUCIE, LLC, LOCATED ON THE NORTH SIDE OF PORT ST. LUCIE BOULEVARD, EAST OF WAYNE STREET, SOUTH OF CHAPMAN AVENUE, AND WEST OF KAIL STREET, AND LEGALLY DESCRIBED AS LOTS 3, 4, 20, AND 21, BLOCK 703, PORT ST. LUCIE SECTION 18 (P16-100); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has been requested by Coffee Port St. Lucie, LLC to grant a special exception use of a drive-through service facility on property presently zoned CG (General Commercial); and legally described as Lots 3, 4, 20, and 21, Block 703, Port St. Lucie Section 18; and

WHEREAS, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., and Section 158.124(C)(12), Code of Ordinances, City of Port St. Lucie, and further that the granting of this special exception use will not adversely affect the public interest; and

WHEREAS, the subject application has been reviewed in accordance with Section 158.260, and meets the special exception use requirements as stipulated; and

WHEREAS, the Planning and Zoning Board, on September 6, 2016 recommended approval (P16-100); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

RESOLUTION NO. 16-R72

Section 1. That the City of Port St. Lucie hereby grants a special exception use to Coffee Port St. Lucie, LLC, P15-053, to allow a drive-through service facility, pursuant to Section 158.255, et seq., and Section 158.124(C)(12) Code of Ordinances, City of Port St. Lucie, said special exception use is depicted on the conceptual plan which is hereby formally adopted and attached as Exhibit "A", to be located on the north side of Port St. Lucie Boulevard, east of Wayne Street, south of Chapman Avenue, and west of Kail Street and legally described as Lots 3, 4, 20, and 21, Block 703, Port St. Lucie Section 18.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 24th 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:

O. Reginald Osenton, City Attorney

Sales Rep: Linda Klein (T9103)

Phone: (772) 692-8966

Email: linda.klein@tcpalm.com

> Account Information

Date: 10/10/16

Account Number: 434020 (T11515278)

Name: CITY OF PORT ST LUCIE

Contact:

Email: Robyn Holder <RHolder@cityofpsl.com>

Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL,

34984

Phone: (772) 344-4390

Fax: (000) 000-0000

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.

Please confirm placement prior to deadline by contacting your account

rep at (772) 692-8966 .

Ad Id: 1308448 P.O. No.: Meeting: 10/24/16 Total Cost: \$154.44

Tag Line: Meeting: 10/24/16: 3 Resolutions

Start Date: 10/14/16

Stop Date: 10/14/16

Number of Times: 1

Class: 16250 - Public Notices

Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

I agree this ad is accurate and as ordered.

NOTICE

A PUBLIC HEARING will be conducted before the CITY COUNCIL of the CITY OF PORT ST. LUCIE at a meeting beginning at 7:00 p.m., or as closely thereafter as business permits on October 24, 2016 in the City Council Chambers, Building A, located at 121 S.W. Port St. Lucie Blvd., in Port St. Lucie, Florida on the following:

A RESOLUTION (16-R72) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A DRIVE-THRU SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.

LEGAL DESCRIPTION: Section 18, Block 703, Lots 3, 4, 20 and 21

LOCATION: North side of Port St. Lucie Blvd., east of Wayne St, south of Chapman Ave. and west of Kail St.

APPLICANT: Thomas Engineering Group

FILE NUMBER: P16-100

A RESOLUTION (16-R80) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A DRIVE-THROUGH SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.

LEGAL DESCRIPTION: Lots 1, 2, 22 and 23, Block 703, Section 18

LOCATION: Northeast corner of Wayne Street and Port St. Lucie Boulevard

APPLICANT: Cornelison Engineering and Design, Inc.

FILE NUMBER: P16-87

A RESOLUTION (16-R81) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A DRIVE-THROUGH SERVICE AT A PROPOSED RESTAURANT IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.

LEGAL DESCRIPTION: Darwin Plaza, Lot 5

LOCATION: Northeast corner of Port St. Lucie Boulevard and Yale Street, North of Darwin Boulevard

APPLICANT: Sara Battle of Kimley-Horn Associates

FILE NUMBER: P16-125

Copies of the above Resolution have been placed on file in the City Clerk's Office and are available for public inspection Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Interested parties may appear at the meeting and be heard with respect to the proposed resolution. 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.



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: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: COFFEE PORT ST. LUCIE, LLC
SPECIAL EXCEPTION APPLICATION FOR A DRIVE-THROUGH
PROJECT NO. P16-100

DATE: AUGUST 25, 2016

REQUESTED SPECIAL EXCEPTION: The requested special exception is to allow a drive-through in the CG (General Commercial) Zoning District per Section 158.124(C)(12) of the Zoning Code.

APPLICANT: Thomas Engineering Group

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 acre

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Vacant land and a single family residence on lot 4.

PROPOSED USE: The proposed use is a 2,200 square restaurant with a drive-through.

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

IMPACTS AND FINDINGS:**Evaluation of Special Exception Criteria (Section 158.260)**

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

Applicant response: "Both pedestrian and vehicle access is provided from Port St. Lucie Boulevard. In addition, a cross access agreement with the properties both to the east and west of this subject site will be obtained which will allow secondary access from Wayne Avenue and aid in reducing the quantity of driveways along the Port St. Lucie Boulevard corridor."

Staff evaluation: The applicant has provided a conceptual site plan that indicates a right-in and right-out only driveway onto Port St. Lucie Boulevard. Additionally, there are three access connections to the properties to the east and west. Pedestrian access is provided to the site from the existing sidewalk on Port St. Lucie Boulevard, and the sidewalk connects internally to the main entrance of the restaurant. A bike rack is located adjacent to the internal sidewalk.

(B) Adequate off-street parking, loading areas, and adequate stacking may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Applicant response: "All required buffers and walls will be installed. The dumpster location is in the back of the store and not on the perimeter of the site minimizing odors and visibility. A wall is required along the northern property line to buffer the residential property to the north. This will eliminate glare concerns and greatly reduce noise impacts."

Staff evaluation: The total number of parking spaces required for a 2,200 square foot freestanding restaurant with a 450 square foot outdoor seating area is 35 and 38 parking spaces are provided. The required landscape buffers and wall should reduce any undue noise, glare, odor, or other detrimental effects upon adjoining properties. The applicant has provided a traffic analysis that indicates that the average stacking length for the drive through would be 75' and 292' of stacking has been provided.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Applicant response: "A sewage pump station will be proposed along the western property line to serve this development as well as the proposed development to the west. This will be located such that odor and visibility nuisances will be minimized. A standard water service from Chapman Avenue is proposed. Electric and phone are likely to be serviced from Port S. Lucie Boulevard."

Staff evaluation: The property will connect to city water and sewer.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

Applicant response: "Adjoining properties will be of similar use as represented by the city's Future Land Use Plan and presence on Port St. Lucie Boulevard which is transitioning into a commercial corridor. Therefore buffering above code requirements would not be applicable to these adjoining sites."

Staff evaluation: The applicant has provided a conceptual plan that indicates a landscape buffer and masonry buffer wall on the north side of the site which is across the street from existing single family residences. The applicant will be required to submit a landscape plan that meets all of the requirements of the city landscape code at time of site plan construction plans review.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Applicant response: "Signage is proposed only along Port St. Lucie Boulevard and will be illuminated such that direct light will not be emitted unhindered to visible areas."

Staff evaluation: The applicant has provided a conceptual plan that indicates the exterior lighting is in conformance with Section 158.221. All sign applications will need to be processed according to the regulations outlined in the Section 155 Sign Code.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Applicant response: "This property and adjoining properties along this corridor are sized and planned to be similar type commercial uses. We believe the proposed yards and open spaces is consistent with the city's goals for the neighborhood and corridor."

Staff evaluation: The site has adequate yard and open space to properly serve the proposed development and ensure compatibility with adjoining properties. The conceptual plan indicates that the impervious area is 70.2% of the site which is less than the maximum of 80% allowed by code.

(G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

Applicant response: "The drive through facility is an instrumental use to a quick serve restaurant. It has been located on site to prevent any traffic impacts with Port St. Lucie Boulevard. In addition a bypass is provided to allow traffic circulation to continue on site without conflicting with the drive through."

Staff evaluation: The proposed use is in conformance with Sections 158.124(C)(12) and 158.260 of the Zoning Code.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

Applicant response: "This use is proposed along a growing commercial corridor and is consistent with the recent and planned developments along Port St. Lucie Boulevard. The proposed cross access will improve safety along this roadway by allowing users of neighboring properties access thus reducing the need for additional driveway connections onto Port St. Lucie Boulevard."

Staff evaluation: By conforming to city codes, the health, safety, welfare, and convenience of the residents and workers in the city should not be impaired by this use.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

Applicant response: "Many anticipated patrons will use this site on the way to work, school or other activity thus not attracting additional trips to the roadway the hours of operation will be consistent with similar uses (open early, not busy later)."

Staff evaluation: By conforming to city codes, a fast food restaurant with a drive-through at this location should not constitute a nuisance or hazard for anyone using this facility.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light, and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

Applicant response: "The proposed use is consistent with existing and planned uses within this corridor. Properties along this roadway are encouraged to rezone to CG as existing and prior residential use are impractical looking forward."

Staff evaluation: The proposed use is compatible with the existing land use of the adjacent properties. The applicant has provided a conceptual plan that indicates a landscape buffer wall on the north side of the site which has existing single family residences across the street. The applicant is required to submit a landscape plan that meets all of the requirements of the city landscape code.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive, or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

Staff evaluation: The applicant has acknowledged this.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Staff evaluation: The applicant has acknowledged this.

Compatibility with special exception criteria: As noted above, the proposed use is compatible with all of the special exception criteria.

Notice to Property Owners: Notice was sent to all property owners within a 750 foot radius.

Note to applicant: Per Section 154.03(G)(1)(a), a wall is required in a landscape buffer strip where commercial uses abut property to the side or rear which is designated with a residential land use. The required wall installation must be completed prior to the issuance of foundation permits for the building.

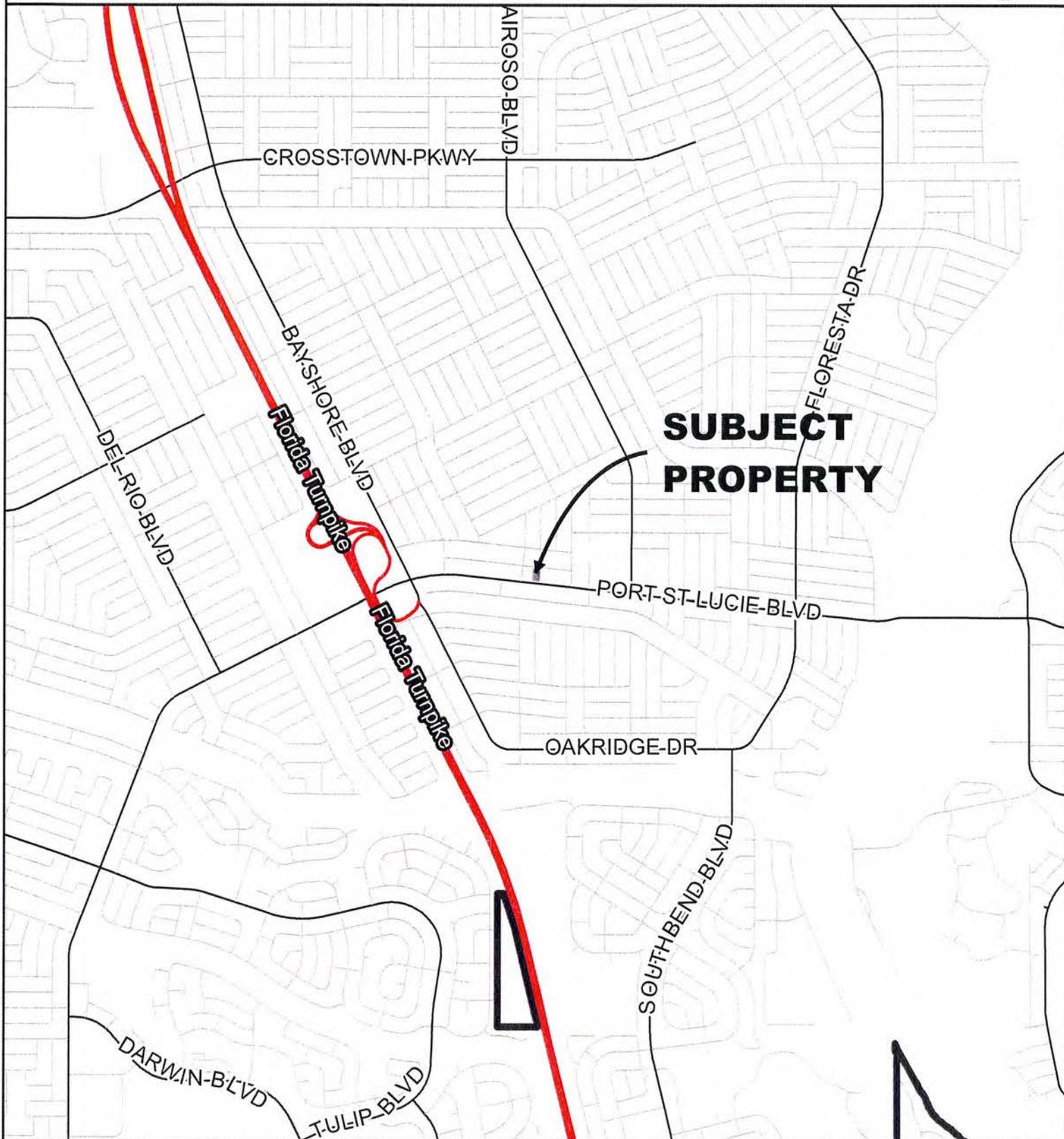
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the request to be consistent with special exception criteria, as stipulated in Section 158.260 of the Zoning Code. The Site Plan Review Committee reviewed the conceptual plan on July 13, 2016 and unanimously recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval;
- Motion to recommend approval with conditions; or
- 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



**SUBJECT
PROPERTY**

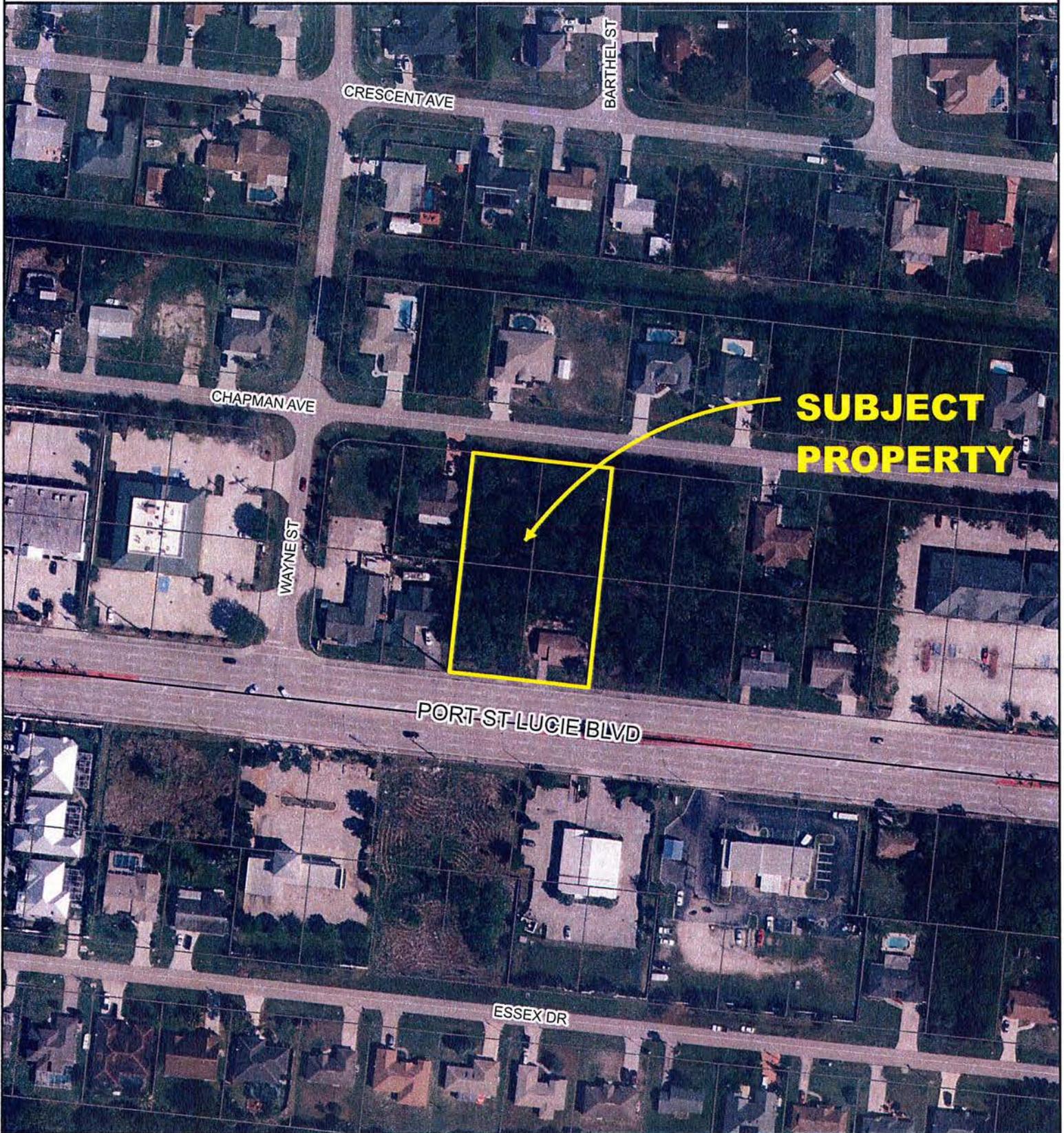


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

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

DATE:	7/11/2016
APPLICATION NUMBER:	P16-100
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**

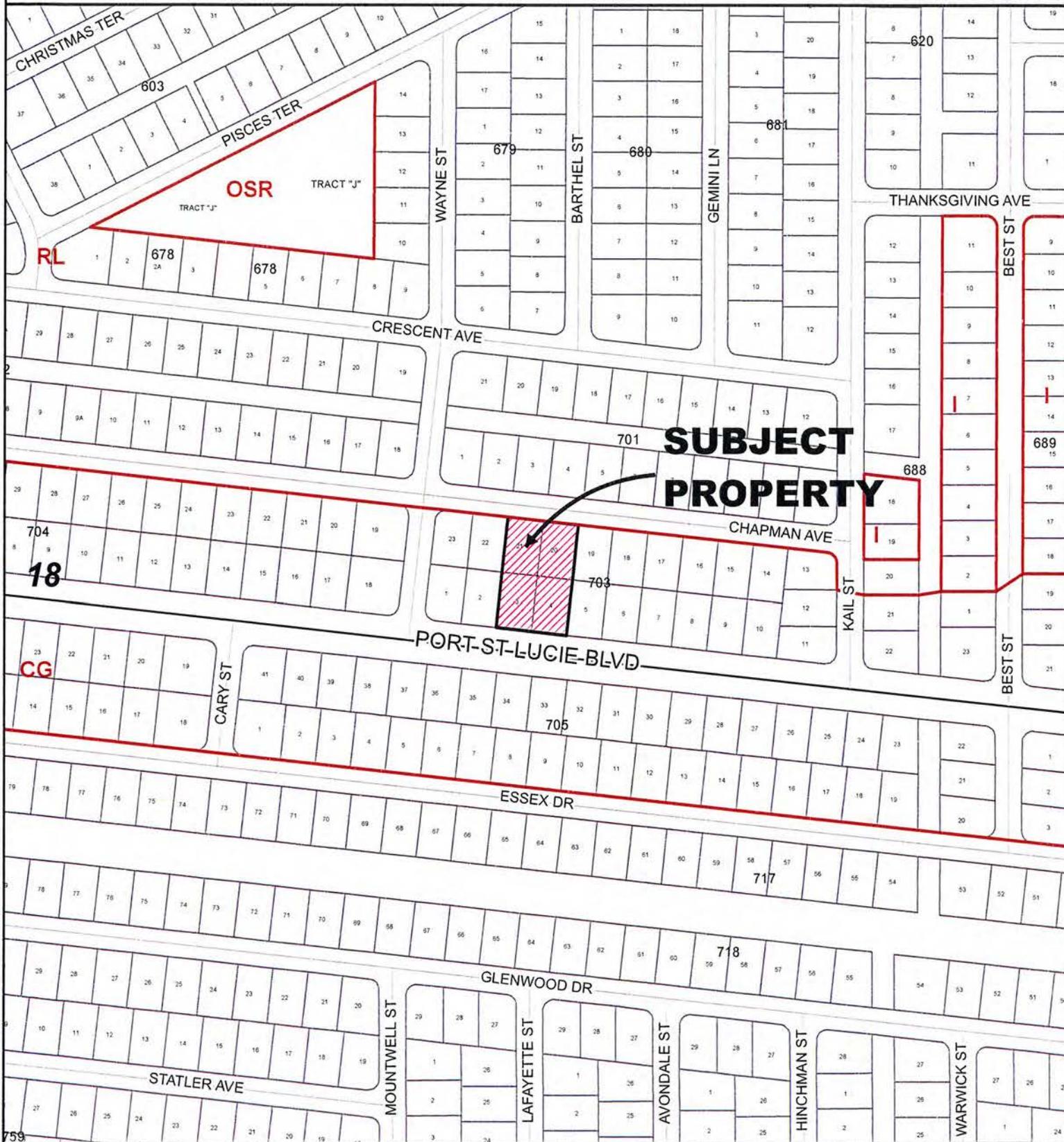


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

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

DATE:	7/11/2016
APPLICATION NUMBER:	P16-100
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

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

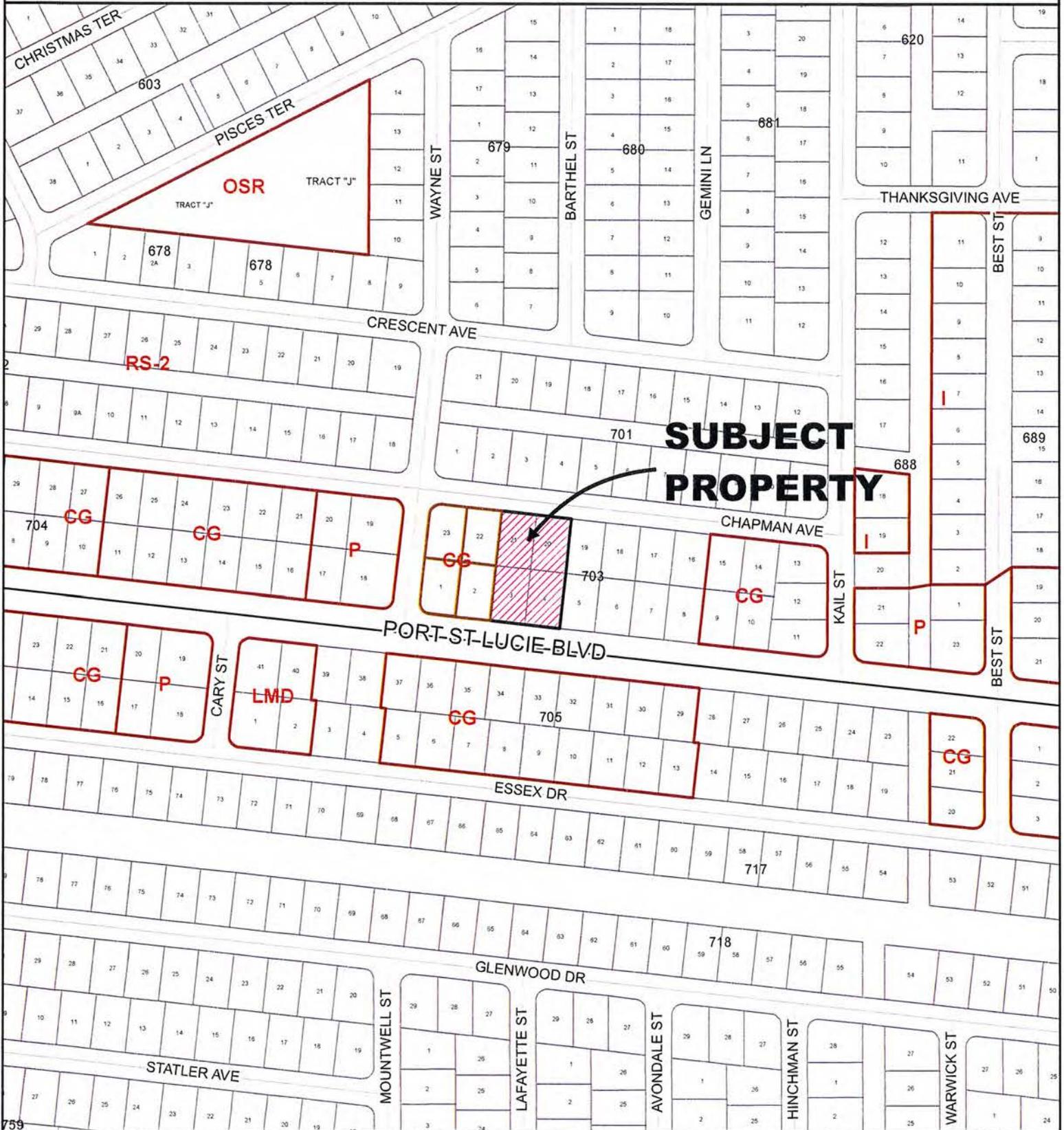
DATE: 7/11/2016

APPLICATION NUMBER:
P16-100

USER: patricias

SCALE: 1 in = 300 ft

EXISTING ZONING



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

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

DATE: 8/23/2016
APPLICATION NUMBER: P16-100
USER: patricias
SCALE: 1 in = 300 ft

June 14, 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

Special Exemption Request – Starbucks 179-183 Port St. Lucie Boulevard

Dear City Staff:

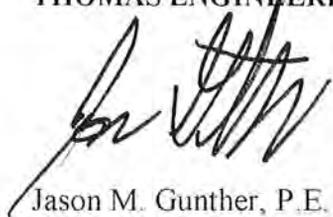
These parcels are currently zoned RS-2 and have a Future Land Use Designation of Commercial. On May 31st of this year a rezoning application was filed to change the zoning of these parcels to CG consistent with the Port St Lucie Boulevard corridor.

It is planned to for a 2,200 square foot Starbucks with drive-thru facility to be constructed on the premises. Restaurants with drive-thrus require Special Exception Use approval within the CG zoning district.

We have attached a Site Plan which shows the proposed layout of the restaurant, drive-thru and parking lot facilities. The drive thru is located such that queueing will not impact access to and from the public street, Port St. Lucie Boulevard.

Sincerely,

THOMAS ENGINEERING GROUP, LLC



Jason M. Gunther, P.E.

RECEIVED

JUN 15 2016

PLANNING DEPARTMENT
CITY OF PORT ST LUCIE

APPLICATION FOR SPECIAL EXCEPTION USE

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

RECEIVED
AUG 02 2016

FOR OFFICE USE ONLY

Planning Dept. P116-100
Fee (Nonrefundable) \$ 2,548.00
Receipt # 99225

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: jgunther@thomaseg.com

PROPERTY OWNER:

Name: Coffee Port St Lucie, LLC
Address: 6300 NE 1st Avenue, Suite 300 Ft. Lauderdale, FL 33307
Telephone No.: (954) 776-7900 Fax No.: (954) 776-7918

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: John J. Doyle
Address: 1314 East Las Olas Blvd Fort Lauderdale FL 33301
Telephone No.: (954) 941-1041 Fax No.: (954) 301-0828

SUBJECT PROPERTY:

Legal Description: See attached Exhibit "A"
Parcel I.D Number: See attached Exhibit "A"
Address: _____ Bays: _____
Development Name: Starbucks (Attach Sketch and/or Survey)
Gross Leasable Area (sq. ft.): 2,200 Assembly Area (sq. ft.): _____
Current Zoning Classification: RS2 (CG Pending) SEU Requested: Restaurant with Drive-Thru

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

Within CG zoning district any drive-thru facility servicing a restaurant requires SEU approval. A Starbucks with drive-thru is proposed on this property.

[Signature]
Signature of Applicant

Jason Gunther
Hand Print Name

8-2-16
Date

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.

SPECIAL EXCEPTION USES

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in **§ 158.260 and consider your responses to the following when making a determination.**

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

Both pedestrian and vehicle access is promoted from Port St. Lucie Blvd. In addition, a cross access agreement with the properties both east and west of this subject site will be obtained which will allow secondary access from

Wayne Avenue and aid in reducing the quantity of driveways along the Port St. Lucie Blvd Corridor.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

All required buffers and walls will be installed. The dumpster location is in the back of the store and not on the perimeter of the site minimizing odors and visibility. A wall is required along the northern property line to buffer

the residential property to the north. this will eliminate glare concerns and greatly reduce noise impacts.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

A Sewage pump station will be proposed along the western property line to serve this development as well as the proposed development to the west. this will be located such that odor and visibility nuisances will be minimized.

A standard water service from Chapman is proposed. Electric and phone are likely to be serviced from Port St. Lucie Blvd.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

Adjoining properties will be of similar use as represented by the city's Future Land Use Plan and presence on Port St. Lucie Blvd which is transitioning into a commercial corridor. Therefore buffering above code

requirements would not be applicable to these adjoining sites.

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Signage is proposed only along Port St. Lucie Blvd and will be illuminated such that direct light will not be emitted unhindered to visible areas.

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

This property and adjoining properties along this corridor are sized and planned to be similar type commercial uses. Parking setbacks and buffers are provided where appropriate and as required. We believe the proposed

yards and open spaces is consistent with the city's goals of the neighborhood and corridor.

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

The drive-thru facility is an instrumental use to a quick serve restaurant. It has been located on site to prevent any traffic impacts with St. Lucie Blvd. In addition a bypass is provided to allow traffic circulation to continue on-site without conflicting with the drive-thru.

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

This use is proposed along a growing commercial corridor and is consistent with the recent and planned developments along Port St. Lucie Blvd. The proposed cross access will improve safety along this roadway by ~~allowing users of neighboring properties access thus reducing the need for additional driveway connections onto~~ Port St. Lucie Blvd.

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

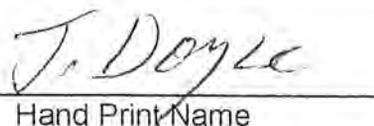
This use along a growing commercial corridor is a convenient service for the residents and uses of this area. Many anticipated patrons will use this site on the way to work, school or other activity thus not attracting additional trips to the roadway. The hours of operation will be consistent with similar uses (open early, not busy later)

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

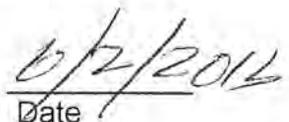
The proposed use is consistent with existing and planned uses within this corridor. Properties along this roadway are encouraged to rezone to CG as existing and prior residential uses are impractical looking forward.



Signature of Applicant



Hand Print Name



Date

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

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

(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 entirety 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:

Holley Wilcox
Witness printed name: Holley Wilcox

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

(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

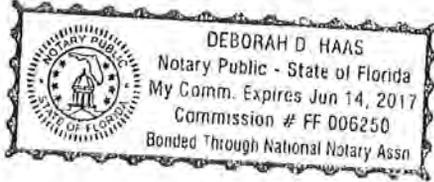
The foregoing instrument was acknowledged before me this 7 day of July, 2016, by Javier Suarez, who { } is personally known or {X} has produced a driver's license as identification.

{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

(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:

Nancy L. Mangum
Witness printed name: NANCY L. MANGUM

Nicole Nolin
Nicole Nolin

Carol Palm
Witness printed name: CAROL PALM

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 Nolln

Witness printed name: _____

State of _____
County of _____

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

{Notary Seal}

Notary Public

[Signature]
Witness printed name: Robert Stem

[Signature]
Billy Nolln

[Signature]
Witness printed name: Cindie Nolln

State of Tennessee
County of Bedford

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

{Notary Seal}



[Signature]
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

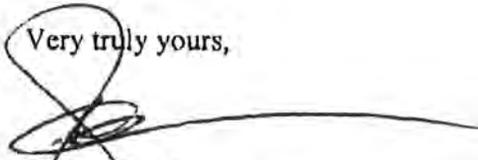
To Whom It May Concern:

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,

A handwritten signature in black ink, appearing to read 'Robert Roschman', with a long horizontal line extending to the right.

Robert Roschman
Managing Member



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____ 11D
Meeting Date: October 24, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager 

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

Agenda Item: Resolution: Tradition Plat No. 75 – Final Subdivision Plat Application (P16-077) 

Submittal Date: 10/12/2016

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

BACKGROUND: Through this subdivision application, Vitalia @ Tradition is creating 153 single family lots, eight (8) open space tracts (OST), and two (2) storm water management tracts. This plat will also be creating several road rights-of-way to provide access to these lots.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on October 12, 2016.

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of this final subdivision plat application on June 8, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: This property is located on the west side of Apple Blossom Trail, north of Silverwood Avenue in the northwest quadrant of the Vitalia @ Tradition Subdivision. Apple Blossom Trail is the loop road in the Vitalia @ Tradition Subdivision. Vitalia @ Tradition is located on the northwest corner of Westcliffe Lane and Village Parkway.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED

OCT 13 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R82

A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT FOR TRADITION PLAT NO. 75 (THE FINAL PLAT WITH CONSTRUCTION PLANS), P16-077, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VITALIA AT TRADITION, LLC; OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Vitalia at Tradition, LLC, to approve and accept the final plat and construction plans titled Tradition Plat No. 75 within the City of Port St. Lucie, Florida; and

WHEREAS, there are private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area by the developer; and

WHEREAS, a performance guarantee covering the cost of the improvements has been submitted to the City; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on June 8, 2016, recommended approval of the construction drawings and the final plat (P16-077).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the final plat titled Tradition Plat No. 75, P16-077, within the City of Port St. Lucie, Florida, said plat being offered by Vitalia at Tradition, LLC, as owners and title holders of said property, and as prepared by Brian K. Hefner, P.S.M. as designated on the attached said Plat.

RESOLUTION NO. 16-R82

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 24th 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:

O. Reginald Osenton, City Attorney



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

TO: CITY COUNCIL - MEETING OF OCTOBER 24, 2016
FROM: JOHN FINIZIO, PLANNER *J.F.*
RE: VITALIA @ TRADITION PLAT 75
FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-077
DATE: JANUARY 21, 2016

PROPOSED PROJECT: Through this subdivision application, Vitalia @ Tradition is creating 153 single family lots, eight (8) open space tracts (OST), and two (2) storm water management tracts. This plat will also be creating several road rights-of-way to provide access to these lots.

This area encompasses a portion of the only remaining unplatted area within the Vitalia @ Tradition subdivision.

APPLICANT: Carnahan Proctor & Cross Inc. The authorization letter is attached to the staff report.

OWNER: Vitalia at Tradition, LLC.

LOCATION: Located on the west side of Apple Blossom Trail, north of Silverwood Avenue in the northwest quadrant of the Vitalia @ Tradition Subdivision. Apple Blossom Trail is the loop road in the Vitalia @ Tradition Subdivision. Vitalia @ Tradition is located on the northwest corner of Westcliffe Lane and Village Parkway.

LEGAL DESCRIPTION: A portion of Section 5, Township 37 South, Range 39 East.

SIZE: Approximately 41.90 acres.

EXISTING ZONING: Tradition MPUD (Master Planned Unit Development).

EXISTING USE: Vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	NCD	MPUD	Vacant
S	NCD	MPUD	Platted residential lots
E	NCD	MPUD	Platted residential lots
W	NCD	MPUD	Unplatted and vacant

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The staff review indicates that this project will generate approximately 1538 daily vehicle trips, 116 a.m. peak hour trips, and 154 p.m. peak hour trips (ITE, Land Use Code 210, Single Family Detached Housing) on the roads adjacent to the project (Apple Blossom Trail and several neighborhood roads within the platted area). Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

This project should not have an adverse effect on transportation level of service for the adjacent roadways. Roadway level-of-service and traffic conditions within Tradition are monitored through the Tradition Development of Regional Impact (DRI).

Parks/Open Space: The Tradition DRI Development Order required the developer to submit a subdivision plat that includes access and identification of a 100 acre property to the City of Port St. Lucie to be used as an active recreation park site. This condition has already been satisfied.

Storm Water: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: There is no upland habitat preservation required for this property. The upland habitat preservation requirements for the Tradition DRI are addressed in the DRI development order.

Public School Concurrency Analysis: As identified in the Tradition Development Order; a plan for the provision of necessary school facilities concurrent with the development of the residential portion of the Tradition DRI was submitted and approved by the City of Port St. Lucie and the St. Lucie County School Board. School facilities are available to serve the projected demand in accordance with the approved plan.

Other: This project has also been reviewed for consistency with the Tradition DRI for all Development Order requirements. There are no outstanding conditions that would prevent this project from moving forward.

Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Parks and Recreation, Public Buildings and Law Enforcement Impact Fee Ordinances. Please note that additional impact fees may be due to St. Lucie County.

RELATED PROJECTS:

P15-118 Tradition Plat No. 75 Preliminary Subdivision Plat Application. This application was for a total of 354 lots, 16 open space tracts, three storm water management tracts, and several road rights-of-way to provide access. This application was approved by City Council on February 8, 2016.

P15-124 Tradition Plat No. 74 Final Subdivision Plat Application. This application created 45 single family residential lots, several open space tracts, and a storm water management tract. This application was approved by City Council on November 23, 2015.

P15-059 Tradition Plat No. 74 Preliminary Subdivision Application. This application identified 45 single family lots, several open space tracts (OST) adjacent to an existing storm water management tract, and several road rights-of-ways for access. This application was approved by City Council on June 22, 2015.

P12-166 Tradition Plat No. 72 Vitalia @ Seasons Preliminary Plat Application. This application is creating a total of 39 residential lots, while creating Cypress Wood Court and Vitalia Court to provide access for these lots. This application was approved by City Council on February 14, 2014.

P12-147 Seasons @ Tradition/Rec. Ctr. Preliminary and Final Subdivision Plat Application. This application subdivided the existing recreational tract into two (2) parcels, where the new proposed recreational facility will be located on one of these parcels, Lot 2, and single family residential lots will be platted on the other, Lot 1. This application was approved by City Council on March 25, 2013.

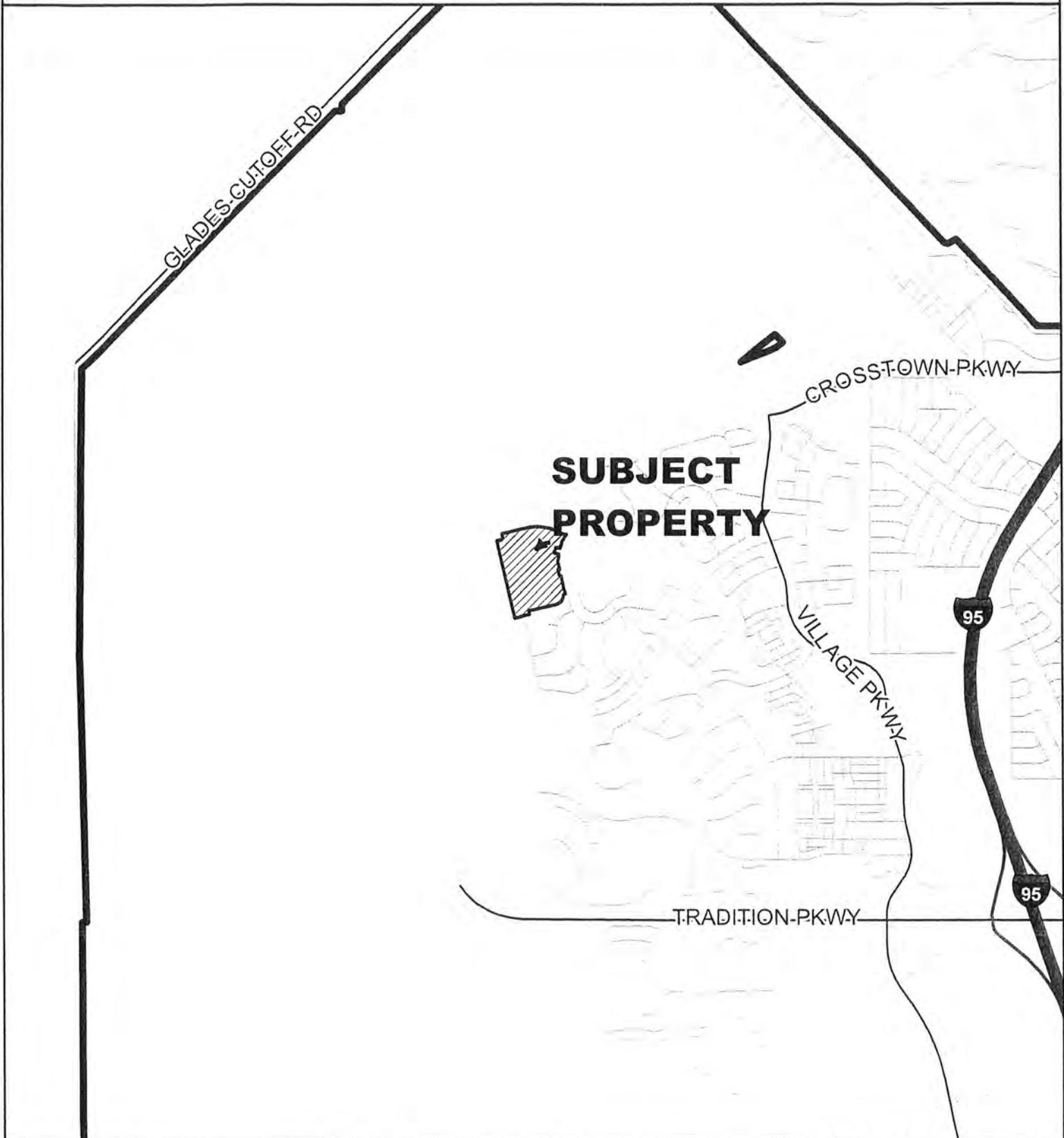
P12-080 Tradition Plat No. 52 Apple Blossom Trail Extension, Preliminary Subdivision Plat Application. This application established the right-of-way for the extension of Apple Blossom Trail and permitted the construction of the roadway. This application was approved by City Council on October 22, 2012.

P12-068 Seasons @ Tradition PUD Concept Plan Amendment. This application consisted of identifying a new model center within the Seasons @ Tradition development with a temporary parking lot to service the model home row. This application was approved by the Site Plan Review Committee on June 13, 2012.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved policies of the City's Comprehensive Plan, and the City's Subdivision Code. The Site Plan Review Committee reviewed the request on June 8, 2016 and recommended approval.

GENERAL LOCATION

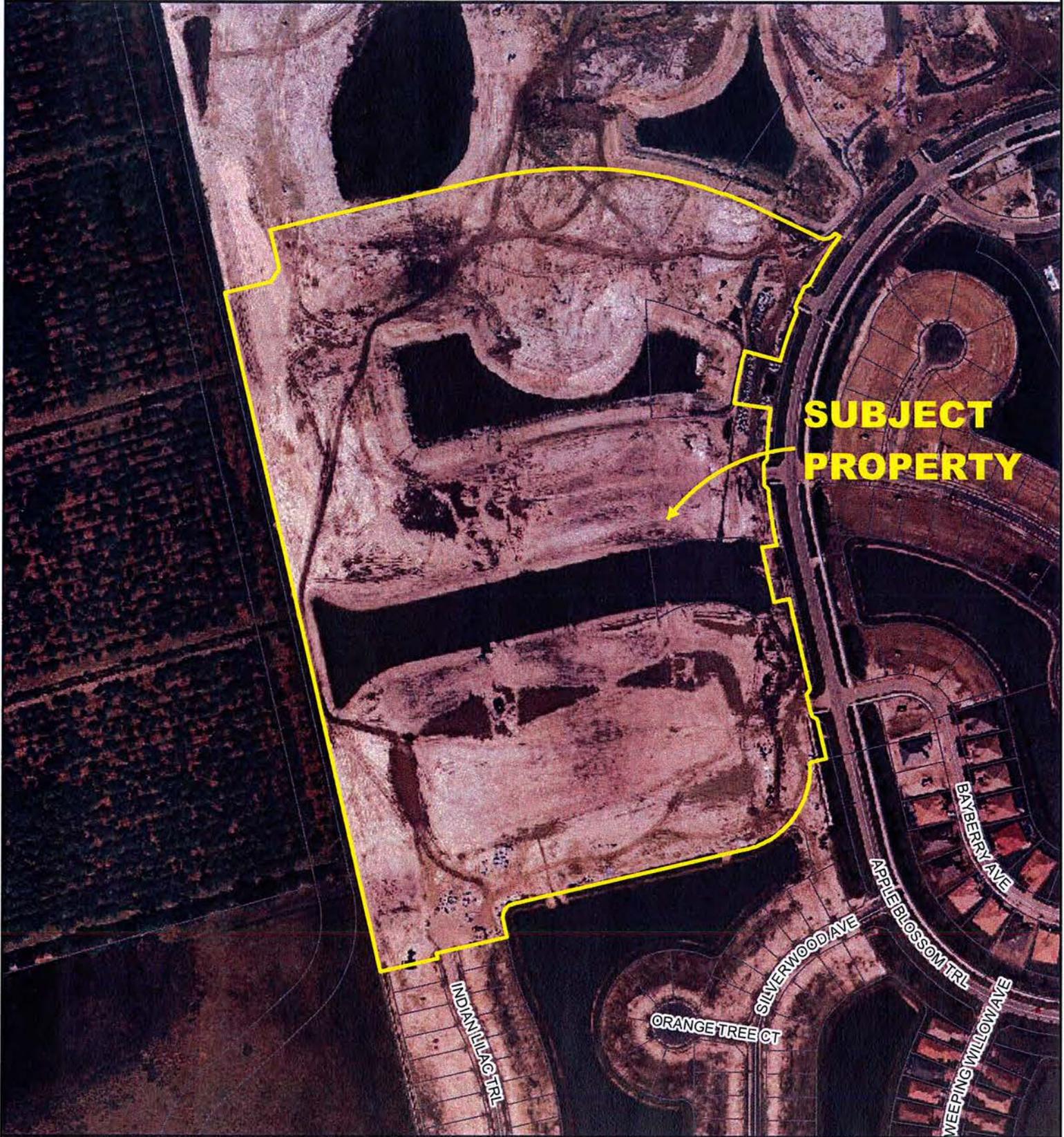


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E

DATE:	10/12/2016
APPLICATION NUMBER:	P16-077
USER:	JFinizio
SCALE:	1 in = 0.5 miles

AERIAL

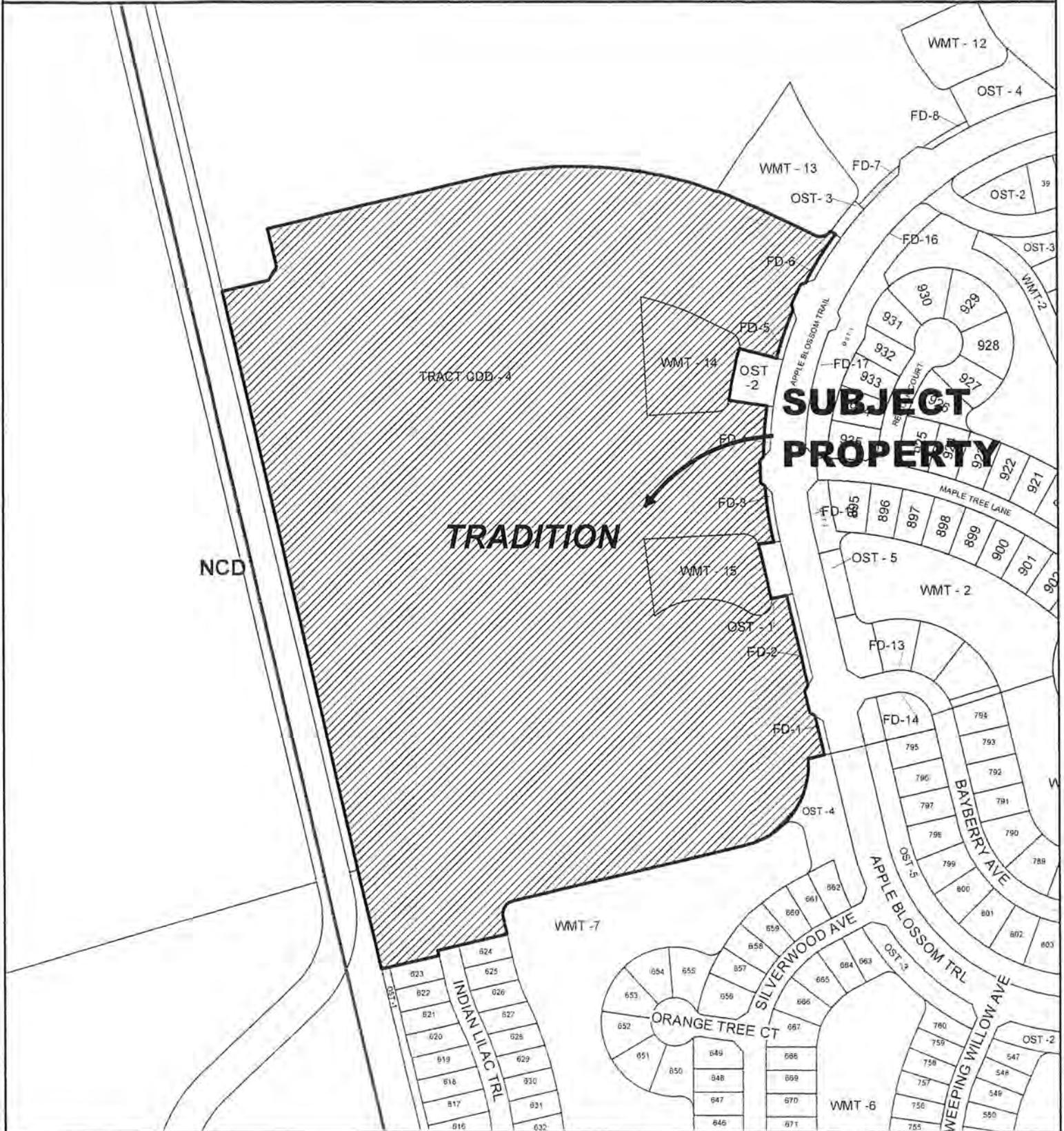


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E
AERIAL DATE 2014

DATE:	10/12/2016
APPLICATION NUMBER:	P16-077
USER:	JFinizio
SCALE:	1 in = 300 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E

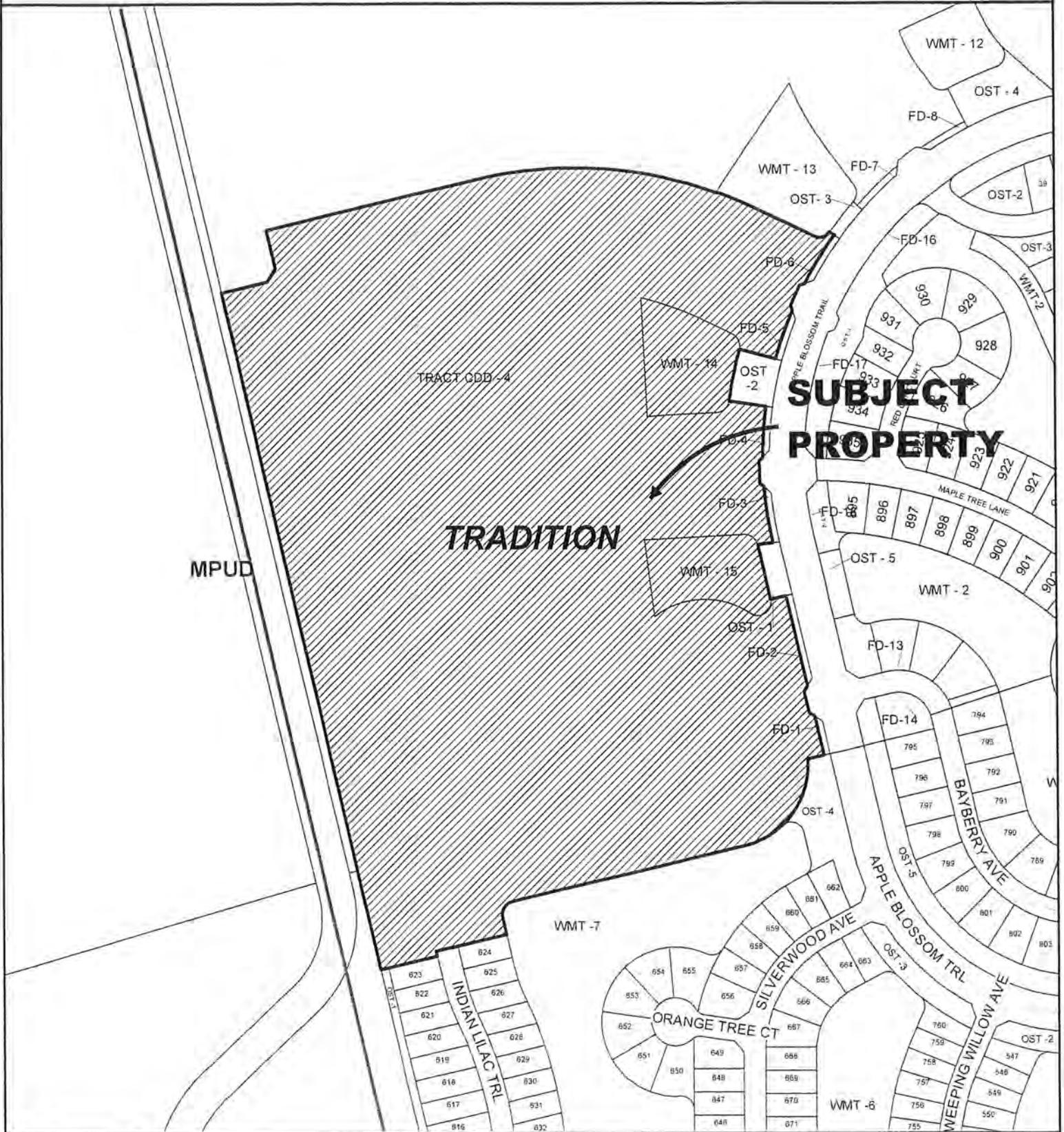
DATE: 10/12/2016

APPLICATION NUMBER:
P16-077

USER: JFinizio

SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT

VITALIA @ TRADITION

SECTION 5, TOWNSHIP 37 S, RANGE 39 E

DATE 10/12/2016

APPLICATION NUMBER
P16-077

USER
JFinizio

SCALE
1 in = 300 ft

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. P16-077
Fee (Nonrefundable)\$ 3,535.00
Receipt # 96826

PRIMARY CONTACT EMAIL ADDRESS: brian.hefner@carnahan-proctor.com

PROJECT NAME: Vitalia at Tradition Phase 4 Units 2 and 3

LEGAL DESCRIPTION: See Attached

LOCATION OF PROJECT SITE: NHorthwest corner of Vitalia. North of Tradition Plat No. 35

PROPERTY TAX I.D. NUMBER: 4304-344-0002-000-6

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Residential

GROSS SQ. FT. OF STRUCTURE(S): _____

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: 153 Units

UTILITIES & SUPPLIER: Water & Sewer - PSLU

GROSS ACREAGE & SQ. FT. OF SITE: ~~99.048/4,314,509~~ 41.896/1,824,989

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY: Tony Iorio Avatar Seasons, LLC
NAME, ADDRESS, TELEPHONE & FAX NO. 2420 South Lakemont Ave, Suite 300, Orlando, FL 32814
407-933-5000

APPLICANT OR AGENT OF OWNER: Brian Hefner - Carnahan, Proctor and Cross
NAME, ADDRESS, TELEPHONE & FAX NO. 604 Courland Street, Suite 100, Orlando, FL 32804
PH: 407-960-5980 FAX: 407-960-5983

PROJECT ARCHITECT/ENGINEER: Brian K. Hefner, P.S.M.
(FIRM, ENGINEER OF RECORD) Carnahan, Proctor and Cross, Inc.

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.) PSM # 5370
SAA

RECEIVED
SEP 13 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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


OWNER'S SIGNATURE

Anthony S. Iorio
Vice President
HAND PRINT NAME TITLE

4/28/16
DATE



5323 Millenia Lakes Blvd., Suite 200 • Orlando, Florida, 32839 • Telephone 407-933-5000

January 8, 2016

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida, 34984

Re: Vitalia at Tradition

To Whom It May Concern:

I hereby authorize Tony Reddeck of Carnahan, Proctor and Cross, Inc. to act as agents on our behalf in the matter of applying for approvals from the City of Port St. Lucie for the Vitalia at Tradition project.

As our agent, Mr. Reddeck is authorized to sign applications and receive and respond to comments related to applications and approvals for the projects referenced above.

Sincerely,

Anthony Iorio
Vice President
Avatar Properties Inc. d/b/a AV Homes, Inc.
(Parent company of Avatar Seasons, LLC, and Seasons at Tradition, LLC)

State of FLORIDA
County of ORANGE

The foregoing instrument was acknowledged before me this 8 day of January, 2016 by Anthony S. Iorio as Vice President for Avatar Properties, Inc. a Florida Corporation, who is personally known to me or who had produced a Florida Driver's License or _____ as identification, and who certifies that he is authorized to bind this corporation.

(Notary Seal)



TAMI DELGADO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088061
Expires 1/30/2018

Printed Name: Tami Delgado

My Commission Expires: 1/30/18

Prepared by:
Steven L. Daniels, Esq.
Amstein & Lehr LLP
515 N. Flagler Drive, 6th Floor
West Palm Beach, FL 33401

Folio Number:

(Space Above This Line For Recording Data)

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 22 day of Sept, 2009 between OREGON CORP., an Ohio Corporation which transacts business in Florida as "OREGON CORP. of OHIO", whose post office address is Mailcode OH-01-27-0504, 127 Public Square, Cleveland, Ohio 44114-1306, Attention: Michael V. Lugli ("Grantor") and AVATAR SEASONS, LLC, a Florida limited liability company, whose address is 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134 ("Grantee"):

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

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein. ("The Property")

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

This conveyance is SUBJECT to matters set forth on Exhibit "B" attached hereto and incorporated herein.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that, subject to the matters set forth above, the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but not otherwise.

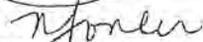
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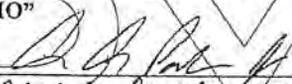
COPY

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

Signed, sealed and delivered in our presence:


Signature of Witness
Printed Name of Witness
Frank Wu


Signature of Witness
Printed Name of Witness
Miluska Fowler

OREO CORP., an Ohio corporation which transacts business in Florida as "OREO CORP. OF OHIO"
BY: 
Printed Name
ARAMA POLADIAN, JR
Its: DESIGNATED SIGNER

BY: 
Printed Name
BROOKS BENJAMIN
Its: DESIGNATED SIGNER

STATE OF (California)
COUNTY OF Orange) ss:

Executed pursuant to authority contained in Certificate recorded of even date herewith.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Arama A Poladian Jr as Designated Signer of OREO Corp. an Ohio corporation, and by Brooks Benjamin as Designated Signer of OREO Corp., an Ohio corporation, which transacts business in Florida as "OREO CORP OF OHIO", who are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 27th day of September, 2009.


Notary Public
Christine J Flores
Typed, printed or stamped name of Notary Public



5587515.1
COPY

Exhibit "A"
Legal Description

A PARCEL OF LAND LYING IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ONE QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO LYING ON THE WEST LINE OF THE PLAT OF PORT ST. LUCIE SECTION THIRTY FIVE, RECORDED IN PLAT BOOK 15, PAGES 10, 10A THROUGH 10F, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE NORTH 00°35'12" EAST AS A BASIS OF BEARINGS ALONG THE EAST LINE OF SAID SECTION 4 AND THE SAID WEST LINE OF PORT ST. LUCIE SECTION THIRTY FIVE, A DISTANCE OF 2833.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4 AND THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 72°10'58" WEST DEPARTING SAID CORNER, A DISTANCE OF 2776.65 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1550.00 FEET AND TO THE POINT OF BEGINNING (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°33'21" WEST FROM THIS POINT), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°19'18", AN ARC DISTANCE OF 522.70 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 64°07'21" EAST ALONG SAID LINE, A DISTANCE OF 62.54 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1465.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°46'05" WEST FROM THIS POINT); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°16'33", AN ARC DISTANCE OF 288.31 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 07°02'38" WEST ALONG SAID LINE, A DISTANCE OF 1147.21 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°12'14", AN ARC DISTANCE OF 213.71 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE SOUTH 86°50'24" WEST ALONG SAID LINE, A DISTANCE OF 34.53 FEET; THENCE SOUTH 27°42'24" WEST, A DISTANCE OF 53.20 FEET; THENCE SOUTH 38°38'24" WEST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 44°31'27" WEST, A DISTANCE OF 95.92 FEET; THENCE SOUTH 83°17'42" WEST, A DISTANCE OF 34.91 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1400.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°04'17" EAST FROM THIS POINT); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}13'17''$, AN ARC DISTANCE OF 274.19 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $20^{\circ}08'59''$ EAST ALONG SAID LINE, A DISTANCE OF 224.12 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2760.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH $20^{\circ}16'26''$ EAST FROM THIS POINT); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $37^{\circ}42'52''$, AN ARC DISTANCE OF 1816.74 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $32^{\circ}00'42''$ WEST ALONG SAID LINE, A DISTANCE OF 798.53 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $51^{\circ}22'15''$, AN ARC DISTANCE OF 52.00 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $106^{\circ}52'20''$, AN ARC DISTANCE OF 214.51 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}43'50''$, AN ARC DISTANCE OF 31.44 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 182.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $29^{\circ}46'14''$, AN ARC DISTANCE OF 94.57 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE NORTH $57^{\circ}59'18''$ WEST ALONG SAID LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH $32^{\circ}00'42''$ WEST, A DISTANCE OF 666.94 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $69^{\circ}12'41''$, AN ARC DISTANCE OF 1534.12 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH $78^{\circ}46'37''$ WEST ALONG SAID LINE, A DISTANCE OF 112.72 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1430.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ}39'30''$, AN ARC DISTANCE OF 490.63 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $81^{\circ}33'53''$ WEST ALONG SAID LINE, A DISTANCE OF 86.74; THENCE NORTH $13^{\circ}12'00''$ WEST, A DISTANCE OF 1897.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF GROVE 3; THENCE CONTINUE NORTH $13^{\circ}12'00''$ WEST DEPARTING SAID SOUTH LINE, A DISTANCE OF 2322.76 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID GROVE 3; THENCE NORTH $74^{\circ}03'19''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 2476.84 FEET TO THE NORTHEAST CORNER OF SAID GROVE 3; THENCE NORTH $13^{\circ}31'07''$ EAST DEPARTING THE BOUNDARY OF SAID GROVE 3, A DISTANCE OF 14.05 FEET;

COPY

THENCE NORTH 74°14'30" EAST, A DISTANCE OF 2543.44 FEET; THENCE NORTH 76°04'00" EAST, A DISTANCE OF 272.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

TRACTS O.S.T. 1 THROUGH O.S.T. 12, INCLUSIVE; TRACT PR-28; LOTS 56, 57, 60, 61, 63, 67, 113, 115, 116, 117, 118, 119, 120, 122, 127, 130, 138, 145, 151, 164, 165, 167, 168, 169, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 207, 217, 218, 219, 220, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 236, 237, 242, 247, 257, 258, 259, 265, 266, 267, 270, 271, 272, 273, 274, 277, 278, 285, 295, 296, 297, 306, 307, 308, 311, 316, 317, 321, 323, 324, 326, 327, 329, 336, 337, 338, 340, 352; TRADITION PLAT NO. 28, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE AND TRACT PR-13, TRADITION PLAT NO. 22, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 18 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. AND TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE, AND TRACT PR-35, TRADITION PLAT NO. 35, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 1 THROUGH 14, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT

ALL WATER MANAGEMENT TRACTS AS SHOWN ON THE FOLLOWING PLATS - TRADITION PLAT NO. 28, RECORDED IN PLAT BOOK 45, PAGE 24; TRADITION PLAT NO. 22, RECORDED IN PLAT BOOK 46, PAGE 18; TRADITION PLAT NO. 35, RECORDED IN PLAT BOOK 52, PAGE 1 AND TRADITION PLAT NO. 40, RECORDED IN PLAT BOOK 54, PAGE 1, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO DESCRIBED AS :

ALL OF TRADITION PLAT NO. 22, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 18 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE AND TRACT PR-13, AND ALL WATER MANAGEMENT TRACTS.

ALL OF TRADITION PLAT NO. 28, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS LOTS 56, 57, 60, 61, 63, 67, 113, 115, 116, 117, 118, 119, 120, 122, 127, 130, 138, 145, 151, 164,

165, 167, 168, 169, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185,
186, 207, 217, 218, 219, 220, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233,
234, 236, 237, 242, 247, 257, 258, 259, 265, 266, 267, 270, 271, 272, 273, 274,
277, 278, 285, 295, 296, 297, 306, 307, 308, 311, 316, 317, 321, 323, 324, 326,
327, 329, 336, 337, 338, 340, 352;

TRACTS O.S.T. 1 THROUGH O.S.T. 12, INCLUSIVE; TRACT PR-28, AND ALL
WATER MANAGEMENT TRACTS.

ALL OF TRADITION PLAT NO. 35, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 52, PAGES 1 THROUGH 14, INCLUSIVE, OF THE
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS TRACTS O.S.T.-1
THROUGH O.S.T.-6, INCLUSIVE, AND TRACT PR-35, AND ALL OF WATER
MANAGEMENT TRACTS

ALL OF TRADITION PLAT NO. 40, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 54, PAGES 1 THROUGH 3, INCLUSIVE, OF THE
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS ALL OF WATER
MANAGEMENT TRACTS.

TOGETHER WITH PROPOSED PHASE 4 DESCRIBED AS FOLLOWS,: A PARCEL OF
LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST,
ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF TRADITION PLAT NUMBER
28, RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38 OF THE PUBLIC
RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, FOR A POINT OF BEGINNING,
AND RUNNING THENCE ALONG THE WESTERLY BOUNDS OF SAID TRADITION
PLAT 28 THE FOLLOWING 13 COURSES AND DISTANCES;

1. SOUTH 15°52'47" EAST A DISTANCE OF 32.17 FEET;
2. SOUTH 15°56'41" EAST A DISTANCE OF 115.00 FEET;
3. SOUTH 74°03'19" WEST A DISTANCE OF 69.89 FEET;
4. SOUTH 15°56'41" EAST A DISTANCE OF 50.00 FEET;
5. NORTH 74°03'19" EAST A DISTANCE OF 20.00 FEET;
6. SOUTH 15°56'41" EAST A DISTANCE OF 115.00 FEET;
7. SOUTH 74°03'19" WEST A DISTANCE OF 23.07 FEET TO A POINT OF
CURVATURE; THENCE
8. SOUTHWESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET,
CENTRAL ANGLE 82°58'29", AN ARC DISTANCE OF 43.45 FEET TO A POINT OF
REVERSE CURVATURE; THENCE
9. SOUTHERLY ALONG A CURVE TO THE
RIGHT OF RADIUS 1140.00 FEET, CENTRAL ANGLE 07°10'36", AN ARC
DISTANCE OF 142.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE
10. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 610.00 FEET,
CENTRAL ANGLE 32°13'10", AN ARC DISTANCE OF 343.02 FEET TO A POINT OF
REVERSE CURVATURE; THENCE

11. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 640.00 FEET, CENTRAL ANGLE 29°25'27" AN ARC DISTANCE OF 328.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE

12. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 81°07'28" AN ARC DISTANCE OF 42.48 FEET TO A POINT OF TANGENCY; THENCE

13. SOUTH 04°20'16" WEST A DISTANCE OF 130.00 FEET TO A POINT IN THE NORTHERLY BOUNDS OF TRADITION PLAT NUMBER 40, RECORDED IN PLAT BOOK 54 AT PAGES 1 THROUGH 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE NORTH 85°39'44" WEST ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 262.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 760.00 FEET, CENTRAL ANGLE 15°14'57", AN ARC DISTANCE OF 202.27 FEET TO A POINT OF NON RADIAL INTERSECTION WITH THE WESTERLY BOUNDS OF PLAT 40 REFERRED TO ABOVE, WHICH POINT BEARS NORTH 10°54'40" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE MENTIONED; THENCE ALONG THE BOUNDS OF SAID PLAT 40 THE FOLLOWING 5 COURSES AND DISTANCES;

1. SOUTH 04°13'06" WEST A DISTANCE OF 447.83 FEET; THENCE
2. SOUTH 23°39'43" EAST A DISTANCE OF 75.02 FEET TO POINT OF CURVATURE; THENCE

3. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 500.00 FEET, CENTRAL ANGLE 45°16'55", AN ARC DISTANCE OF 395.16 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A LINE, WHICH POINT BEARS SOUTH 21°03'22" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE DESCRIBED; THENCE

4. SOUTH 28°31'20" WEST A DISTANCE OF 159.05 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 37°39'32" EAST FROM THIS LAST DESCRIBED POINT;

5. THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG A CURVE TO RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 70°01'53", AN ARC DISTANCE OF 207.79 FEET TO POINT IN THE NORTHERLY BOUNDS OF TRADITION PLAT NUMBER 35, RECORDED IN PLAT BOOK 52 AT PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDS OF SAID PLAT 35 THE FOLLOWING 14 COURSES AND DISTANCES;

1. SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 105°51'00", AN ARC DISTANCE OF 314.06 FEET TO A POINT OF TANGENCY;

2. THENCE SOUTH 48°13'21" WEST A DISTANCE OF 252.07 FEET TO A POINT OF CURVATURE; THENCE

3. SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 125°11'43" AN ARC

COPY

DISTANCE OF 371.46 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE, WHICH POINT BEARS SOUTH 83°25'04" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE DESCRIBED; THENCE

4. SOUTH 72°15'58" WEST A DISTANCE OF 290.61 FEET TO A POINT OF CURVATURE; THENCE

5. SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 75.00 FEET, CENTRAL ANGLE 04°32'02", AN ARC DISTANCE OF 5.93 FEET TO A POINT OF TANGENCY; THENCE

6. SOUTH 13°12'00" EAST A DISTANCE OF 26.32 FEET; THENCE

7. SOUTH 76°48'00" WEST A DISTANCE OF 297.60 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 86°17'18" WEST FROM THIS LAST DESCRIBED POINT; THENCE

8. SOUTHWESTERLY AND WESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 190.00 FEET, CENTRAL ANGLE 80°30'42", AN ARC DISTANCE OF 266.99 FEET TO A POINT OF TANGENCY; THENCE

9. SOUTH 76°48'00" WEST A DISTANCE OF 546.85 FEET TO A POINT OF CURVATURE; THENCE

10. SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY; THENCE

11. SOUTH 13°12'00" EAST A DISTANCE OF 39.58 FEET; THENCE

12. SOUTH 76°48'00" WEST A DISTANCE OF 165.00 FEET; THENCE

13. SOUTH 13°12'00" EAST A DISTANCE OF 11.77 FEET; THENCE

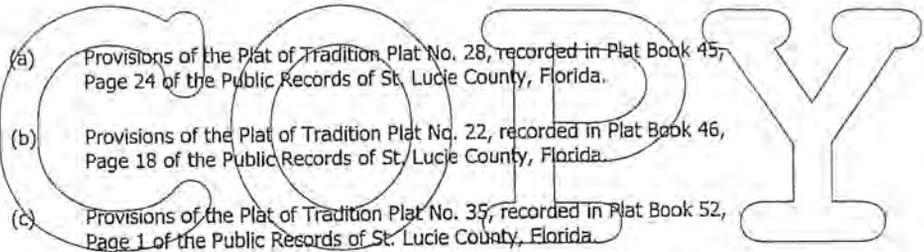
14. SOUTH 76°48'00" WEST A DISTANCE OF 135.00 FEET TO THE NORTHWEST CORNER OF THE ABOVE MENTIONED PLAT NUMBER 35; THENCE NORTH

13°12'00" WEST A DISTANCE OF 2549.61 FEET TO A POINT IN THE NORTHERLY BOUNDS OF GROVE 3 TRACT AS DESCRIBED IN OFFICIAL RECORDS BOOK 383 AT PAGE 1059, THENCE NORTH 74°03'19" EAST ALONG SAID NORTHERLY BOUNDS A DISTANCE OF 2476.84 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 13°31'07" EAST, DEPARTING SAID NORTHERLY BOUNDS, A DISTANCE OF 14.05 FEET; THENCE NORTH 74°14'30" EAST A DISTANCE OF 18.57 FEET TO POINT OF BEGINNING.

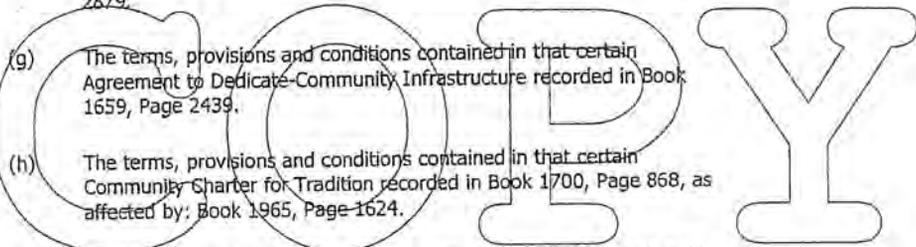
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EXHIBIT "B"

PERMITTED EXCEPTIONS

- 
- (a) Provisions of the Plat of Tradition Plat No. 28, recorded in Plat Book 45, Page 24 of the Public Records of St. Lucie County, Florida.
- (b) Provisions of the Plat of Tradition Plat No. 22, recorded in Plat Book 46, Page 18 of the Public Records of St. Lucie County, Florida.
- (c) Provisions of the Plat of Tradition Plat No. 35, recorded in Plat Book 52, Page 1 of the Public Records of St. Lucie County, Florida.

- (d) Provisions of the Plat of Tradition Plat No. 40, recorded in Plat Book 54, Page 1 of the Public Records of St. Lucie County, Florida.
- (e) The terms, provisions and conditions contained in that certain Interlocal Agreement recorded in Book 1518, Page 2469, and District Development Interlocal Agreement recorded in Book 1525, Page 866.
- (f) The terms, provisions and conditions contained in that certain Annexation and Development Agreement recorded in Book 1648, Page 2879.

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- (g) The terms, provisions and conditions contained in that certain Agreement to Dedicate Community Infrastructure recorded in Book 1659, Page 2439.
- (h) The terms, provisions and conditions contained in that certain Community Charter for Tradition recorded in Book 1700, Page 868, as affected by; Book 1965, Page 1624.

- (i) The terms, provisions and conditions contained in Resolution 03-R67, Constituting a Development Order by the City of Port St. Lucie recorded as Exhibit "A" to the Notice of Adoption of the Development Order for the Tradition Development of Regional Impact recorded in Book 1810, Page 1990, as affected by: Book 1853, Page 2387.
- (j) The terms, provisions and conditions contained in that certain Declaration of Consent to Imposition of Special Assessments recorded in Book 1881, Page 2114.

COPY

(k) Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in Book 1958, Page 1412, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(l) Easement granted to Florida Power & Light Company by instrument recorded in Book 2350, Page 1753.

(m) Declaration of Restrictions and Protective Covenants for Seasons at Tradition, which contains provisions for a private charge or assessments, recorded in Book 2493, Page 1369, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(n) The terms, provisions and conditions contained in that certain Notice of Establishment of the Tradition Community Development District No. 5 recorded in Book 2685, Page 699.

(o) The terms, provisions and conditions contained in that certain Access and Exclusive Utility Easement recorded in Book 2813, Page 2810.

(p) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2735.

(q) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2746.

(r) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2756 as recorded in Book 3029, Page 371.

(s) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2770.

(t) The lien of taxes and assessments for the year 2009 and all subsequent years, which are not yet due and payable.

(u) Easement Agreement by A. Duda & Sons to D & M Indian River Groves recorded in Book 383, Page 1074, as it relates to Exhibit "A" of said easement agreement.

-2-
COPY

BOARD OF
COUNTY
COMMISSIONERS



PROPERTY
ACQUISITION
DIVISION

March 20, 2015

Robert Pinthieve Jr., P.E., Project Engineer
Carnahan, Proctor and Cross, Inc.
604 Courtland Street, Suite 101
Orlando, Florida 32804

RECEIVED

SEP 30 2016

PLANNING & DEVELOPMENT
CITY OFFICE OF ST. LUCIE, FL

RE: Street Naming – Vitalia at Tradition

Dear Mr. Pinthieve:

Thank you for your email dated March 18, 2015, requesting street names for Vitalia @ Tradition. In reviewing the proposed street names, we have decided:

1. Cypresswood Circle – Cypress Wood Court already exists. Please make another selection.
2. Marigold Avenue – Reserved for your use.
3. Orange Tree Circle – Orange Tree Court already exists. Please make another selection.
4. Maple Tree Lane – Reserved for your use.
5. Rose Apple Court – Reserved for your use.
6. Ligustrum Drive – Reserved for your use.
7. Walnut Tree Circle – Reserved for your use.
8. Pear Tree Court – Reserved for your use.
9. Forrestwood Avenue – Reserved for your use.
10. Paradise Palm Circle – Paradise Palm already reserved for another project. Please make another selection.
11. Pineapple Court – Pineapple Lane already exists. Please make another selection.

Please contact me at rileyj@stlucieco.org or (772) 462-2825 if you have any questions.

Sincerely,

JoAnn Riley
Property Acquisition Manager

cc: County Attorney
County Engineer
County Surveyor
Planning & Development Services - Joyce Braun
Public Safety - Carolyn Dill-Collier
Property Acquisition Division/file

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BOARD OF
COUNTY
COMMISSIONERS



PROPERTY
ACQUISITION
DIVISION

April 22, 2015

David Pocius, P.E.
Senior Project Engineer
Carnahan, Proctor and Cross, Inc.
604 Courtland Street, Suite 101
Orlando, Florida 32804

RE: Street Naming – Vitalia at Tradition

Dear Mr. Pocius:

Thank you for your emails requesting additional street names for Vitalia @ Tradition. In reviewing the proposed street names, we have decided:

1. Buttonwood – Reserved for your use.
2. Trumpet Tree – Reserved for your use.
3. Red Oak – Reserved for your use.
4. Coral Tree – Reserved for your use.

Please contact me at riley@stlucieco.org or (772) 462-2825 if you have any questions.

Sincerely,

JoAnn Riley
Property Acquisition Manager

cc: County Attorney
County Engineer
County Surveyor
Planning & Development Services – Janet Merkt
Public Safety - Carolyn Dill-Collier
Property Acquisition Division/file

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TRADITION PLAT NO. 75

SECTION 35, RANGE 35, EAST 1/4 PUBLIC LANDS, JEFFERSON COUNTY, ALABAMA

PLAT BOOK PAGE FILE NO. DATE TIME

CERTIFICATE OF OWNERSHIP AND DEDICATION

City of... I, the undersigned, being the owner of the above described land, do hereby certify that the same is being offered to the public for the use and benefit of the community...

TOTAL CERTIFICATION

State of Alabama... City of... I, the undersigned, being the owner of the above described land, do hereby certify that the same is being offered to the public for the use and benefit of the community...

APPROVAL OF CITY COUNCIL
City of Port St. Lucie, Florida

APPROVAL OF SUPERVISORS
City of Port St. Lucie, Florida

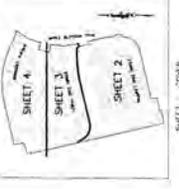
CERTIFICATE OF APPROVAL
City of Port St. Lucie, Florida

SUBSCRIBER'S NOTES
I, the undersigned, being the owner of the above described land, do hereby certify that the same is being offered to the public for the use and benefit of the community...

SUBSCRIBER'S CERTIFICATE
City of Port St. Lucie, Florida

LEGAL DESCRIPTION

Containing 1.00 acre, more or less, situated in the County of Jefferson, State of Alabama, and being a portion of the land described in the plat of Tradition Plat No. 75, as shown on the map...



SHEET 2 OF 4

TABLE OF CONTENTS
SHEET 1 - COVER
SHEET 2 - LEGAL DESCRIPTION AND CERTIFICATE OF APPROVAL

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS, PLANNERS AND ARCHITECTS



PROJECT: TRADITION PLAT NO. 75, JEFFERSON COUNTY, ALABAMA

TRADITION PLAT NO. 75

A PORTION OF SECTION 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST, COUNTY OF HAMILTON, FLORIDA, AS SHOWN ON RECORD MAP NO. 10,000, IS BEING RECORDED IN PLAT BOOK NO. 10,000, PAGE 10,000, CITY OF PORT ST. LUCIE, FLORIDA.



TABLE OF CONCRETS

NO.	DESCRIPTION	THICKNESS	FINISH
1	CONCRETE	4"	SMOOTH
2	CONCRETE	4"	TEXTURED
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LEGEND AND ABBREVIATIONS

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- 99. - 1" = 100' SCALE
- 100. - 1" = 100' SCALE

TABLE OF CONCRETS

NO.	DESCRIPTION	THICKNESS	FINISH
1	CONCRETE	4"	SMOOTH
2	CONCRETE	4"	TEXTURED
3	CONCRETE	4"	SMOOTH
4	CONCRETE	4"	TEXTURED
5	CONCRETE	4"	SMOOTH
6	CONCRETE	4"	TEXTURED
7	CONCRETE	4"	SMOOTH
8	CONCRETE	4"	TEXTURED
9	CONCRETE	4"	SMOOTH
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98	CONCRETE	4"	TEXTURED
99	CONCRETE	4"	SMOOTH
100	CONCRETE	4"	TEXTURED

CARNAHAN PROCTOR CROSS, INC.
 CONSULTING ENGINEERS, SURVEYORS, PLANNERS
 10000 W. BOULEVARD, SUITE 100, BOCA RATON, FLORIDA 33433
 PHONE: 561-993-1111 FAX: 561-993-1112 WWW: WWW.CPCROSS.COM

CITY OF PORT ST. LUCIE PROJECT NO. 116-077

VITALIA AT TRADITION

Residential Parcel - Phase 4

UNITS 2-3

FINAL ENGINEERING PLANS

TRADITION PLAT NO. 75

City of Port St. Lucie
 DATE ISSUED: JULY 2015
 REVISED ISSUED: AUGUST 26, 2016



CARNAHAN · PROCTOR · CROSS, INC.

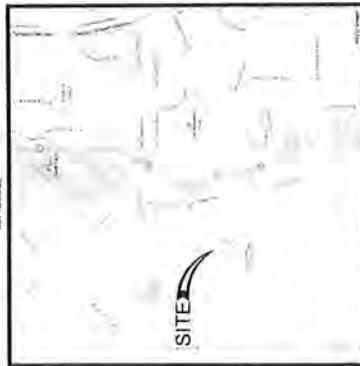
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
 PROJECT #10112009
 PHONE: (407) 960-5980 FAX: (407) 960-5983 WEB: www.carnahanproctor.com

Owner:
AV Homes, Inc.
 5323 Millenia Lakes Blvd., Suite 200
 Orlando, FL 32839
 (407) 933-5000

Development Team:
 Civil Engineering Design & Surveyor:
Carnahan Proctor Cross, Inc.
 604 Courland Street, Suite 101
 Orlando, FL 32804
 (407) 960-5980

Landscape Architect:
3D Trees
 6350 New Hope Road
 Orlando, FL 32824
 (321) 281-1335

LOCATION MAP



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C002	General Notes / Typical Section
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C010- C011	SW-PPP Site Plan
C012	SW-PPP Erosion & Sedimentation Control Details
C020	FLUCCS Map
C100	Overall Site Plan
C101	Phasing Plan
C102	Site & Roadway Details
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C501-C503	Utility Details
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NO	DATE	BY	CHKD	REVISIONS	SHEETS
5	09-26-16	RP	KH	REVISED PER PSL COMMENTS	C500-C601
4	06-23-16	RP	KH	CONSTRUCTION BEGINS MATERIAL	C500-C503
3	01-08-16	DP	MB	PHASING DESIGNATION TO PLANSET	C200-C230, 251, 250, 321, 332, 333, 338
2	10-15-15	DP	MB	REVISED PER DEP COMMENTS	
1	09-11-15	DP	MB	REVISED PER PSL SPRC COMMENTS	
1	07-31-15	DP	MB	REVISED PER PSL SPRC COMMENTS	

ENGINEER IN CHARGE
 ROBERT PINTHEVE, P.E.
 FLORIDA PE NO. 64708

CARNAHAN · PROCTOR · CROSS, INC.
 CERT. OF AUTH. NO. 2936

48 HOURS BEFORE ISSUING
 CALL SUNSHINE
 1-800-432-4770
 FIRST CALL OF FLORIDA
 1-800-227-3385

ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PSL PROJECT NO. 16-077

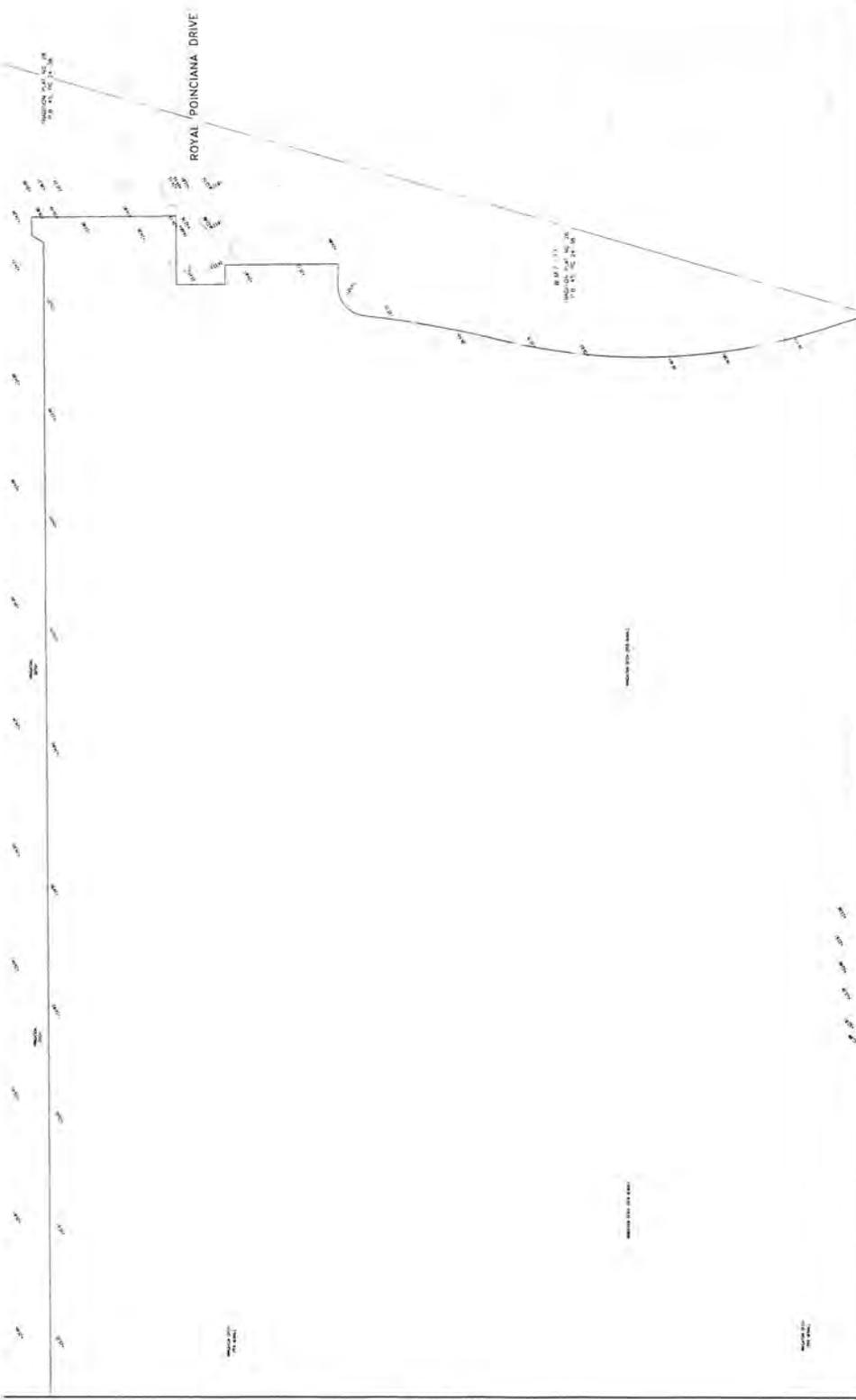
BOUNDARY &
TOPOGRAPHIC SURVEY
TRADITION PHASE 4
FOR: AVATAR PROPERTIES, INC.

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
PHONE: 407.960.5480 FAX: 407.960.5481 WEBSITE: www.carnahanproctor.com
1000 COLONY AND STREET, SUITE 101, PALMWOOD FL 32909



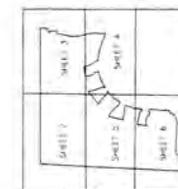
NO.	DATE	BY	CHKD.	REVISIONS

SV3
PROJECT NO.: 0000000



MATCHLINE
SEE SHEET 4

- LEGEND AND ABBREVIATIONS:**
- UP - UTILITY UNLINED 8000
 - UP - UTILITY UNLINED 10000
 - UP - UTILITY UNLINED 12000
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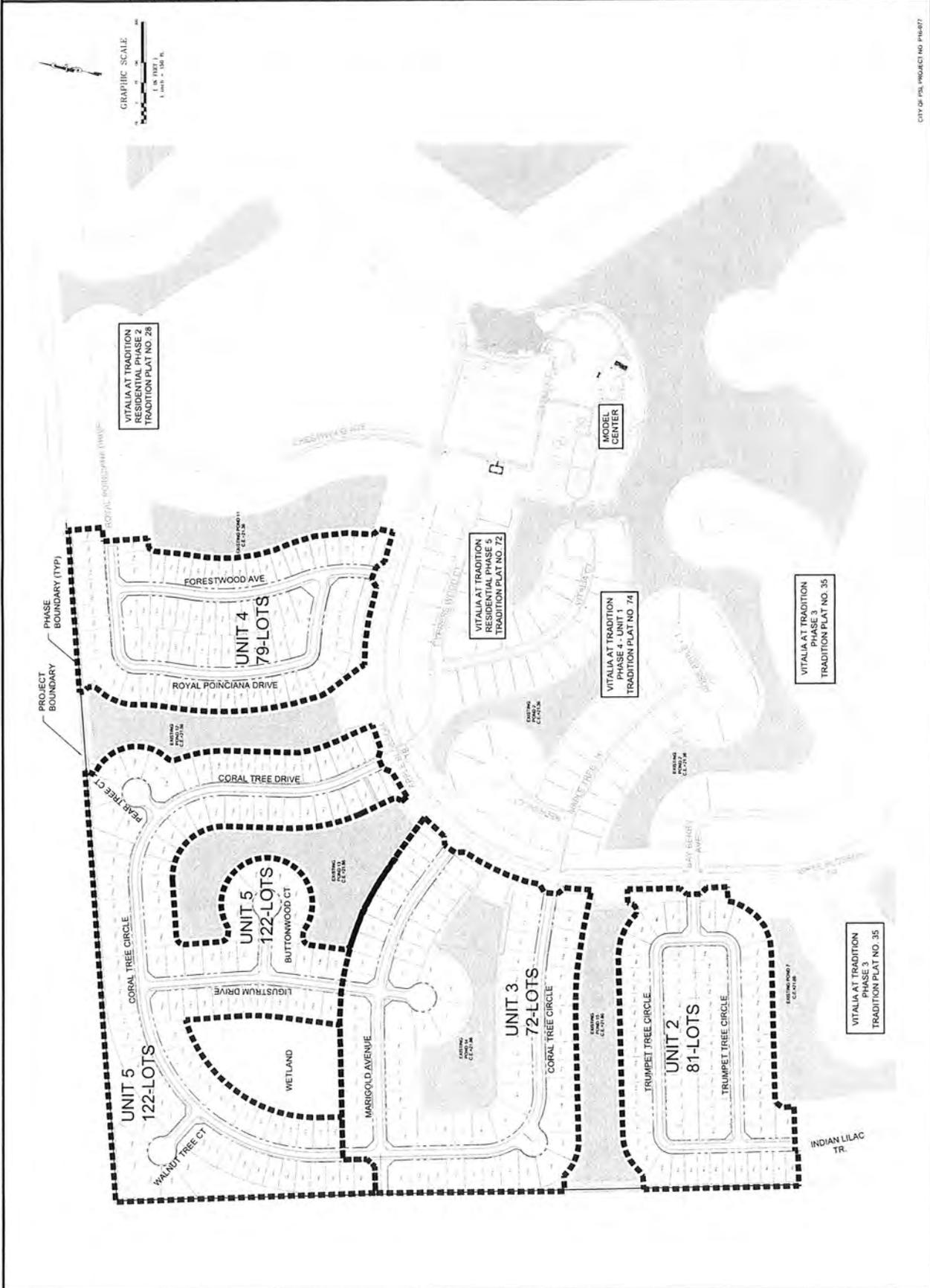
SEE SHEET 217
MATCHLINE

NO	DATE	BY	PK	MB	REVISIONS
1	09-11-15				REVISED PER PSLUSD COM

Phasing Plan
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN - PROCTOR - CROSS, INC.
 10000 W. 11th Street, Suite 100
 Overland Park, KS 66211
 PHONE: (913) 241-1100
 FAX: (913) 241-1101
 FILE NO: 120409

CPC AUTH. NO. 00002936
 AS SHOWN
 DATE: July 2015
 DRAWN BY: DM
 CHECKED BY: DM
 DESIGNED BY: C101



Street Profile Index

Street	Sheet Number
Indian Lilac Trail	C230
Trumpet Tree Circle	C231 - C232
Bayberry Avenue	C233
Buttonwood Court	C330
Coral Tree Circle	C331 - C335
Ligustrum Drive	C336 - C337
Margold Avenue	C338 - C339
Pear Tree Court	C340
Walnut Tree Court	C341
Forestwood Avenue	C430
Royal Poinciana Dr.	C431 - C433



NO.	DATE	BY	C.K.D.	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile Key Map

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
10000 W. WINDY HILL BLVD., SUITE 100, DALLAS, TX 75243
PHONE: (972) 412-1000 FAX: (972) 412-1001
WWW.CPCROSS.COM

FILE NO. 120409

CPC AUTH. NO. 0002936

SCALE: AS SHOWN

DATE: JULY 2015

DRAWN BY: RJA

CHECKED BY: DP

DESIGNED BY: BP

C103



CITY OF DALLAS PROJECT NO. 198-017



SCALE: AS SHOWN
 DATE: JUL 2015
 DRAWN BY: BAI
 CHECKED BY: DP
 DESIGNED BY: BAI
C-200

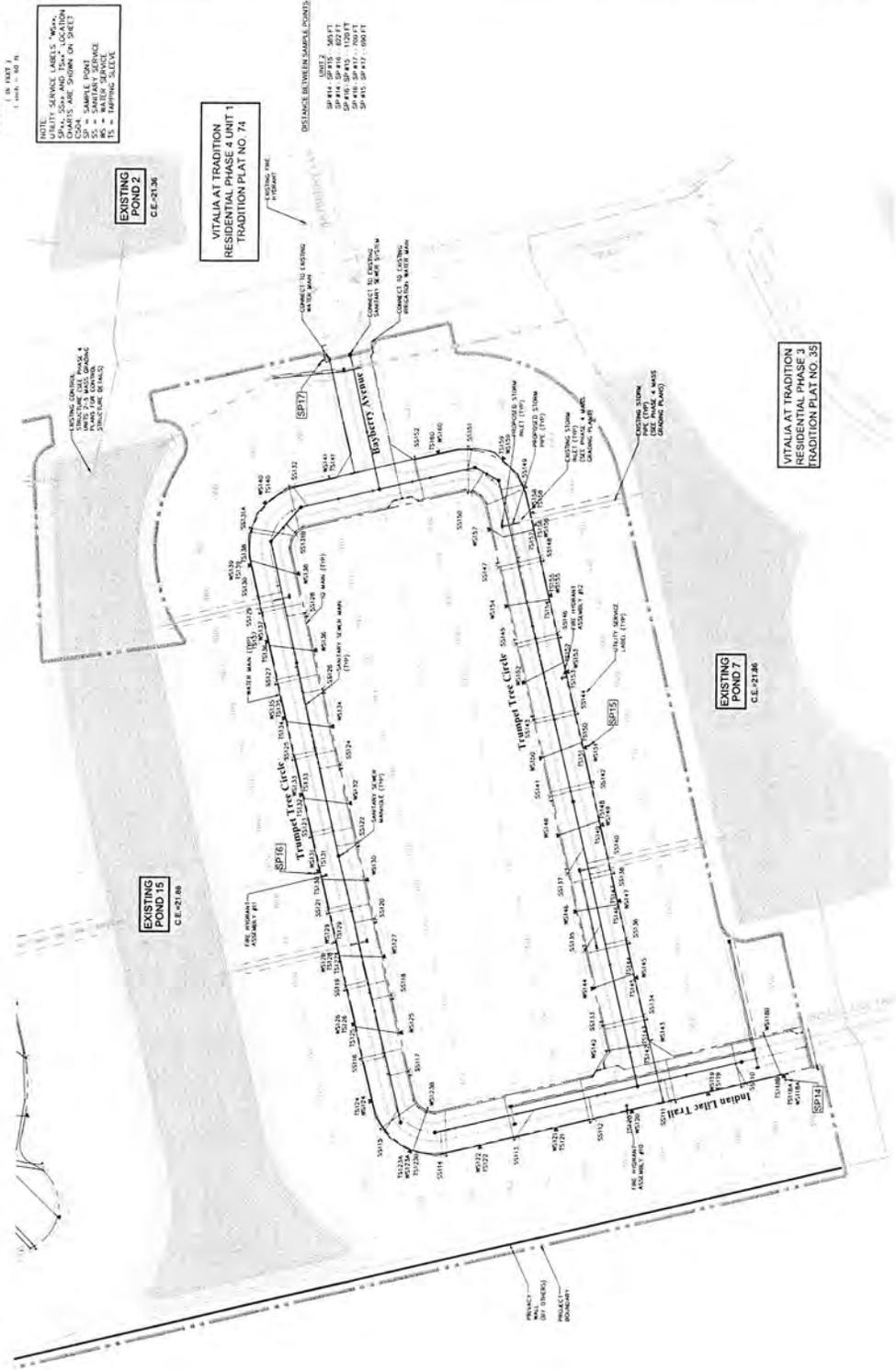
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 CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN · PROCTOR · CROSS, INC.
 FILE NO. 120498

VITALIA AT TRADITION
 RESIDENTIAL PARCEL - PHASE 4
 TRADITION PLAT NO. 75
Unit 2
 Site Plan

NO.	DATE	BY	CKD.	REVISIONS

GRAPHIC SCALE
 1" = 50' H.
 (AS SHOWN)

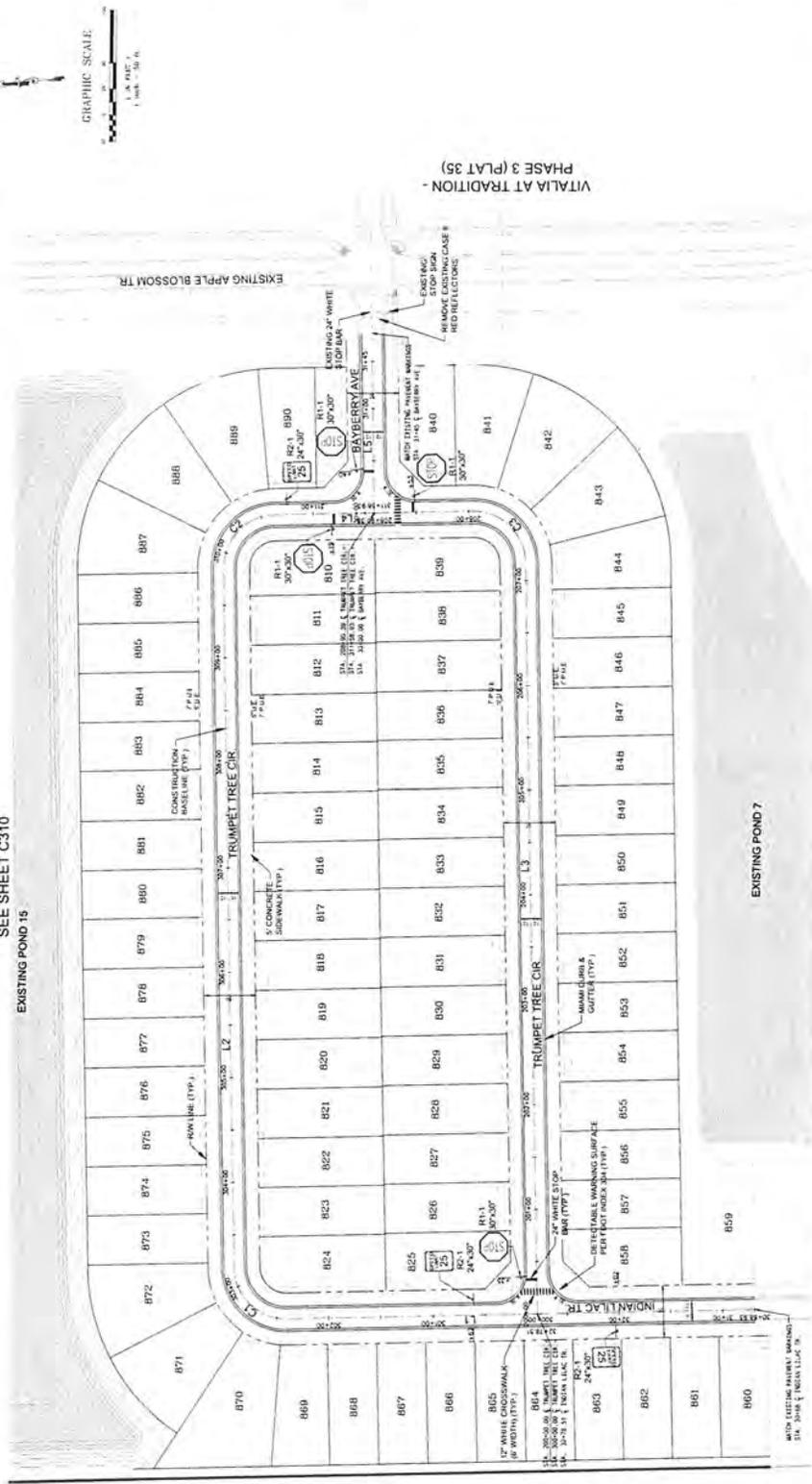
NOTE:
 UTILITY SERVICE LABELS: WGA, SW, SS, AND SW+ LOCATION
 SHOWN ON SHEET
 CONN. TO ARE SHOWN ON SHEET
 SS - SANITARY SERVICE
 W - WATER SERVICE
 SW - WASTEWATER SERVICE



CITY OF PHL PROJECT NO. PH-27

ALL PAVEMENT MARKERS, STRIPING, SIGNAGE AND CURB MARKINGS SHALL BE INSTALLED BY CONTRACTOR PER THE CITY OF PORT ST. LUCIE STANDARDS, THE M.U.T.C.D. STANDARDS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.

SEE SHEET C310
EXISTING POND 15



VITALIA AT TRADITION -
PHASE 3 (PLAT 35)

VITALIA AT TRADITION -
PHASE 3 (PLAT 35)

LINE TABLE		CURVE TABLE	
LINE	LENGTH	CURVE	RADIUS
1.1	449.58	01	8050.00'
1.2	666.85	02	8050.00'
1.3	925.00	03	8050.00'
1.4	925.00	04	8050.00'
1.5	145.50	05	8050.00'



<p>CITY OF P.S. PROJECT NO. 171657</p>				
<p>SCALE: AS SHOWN</p>	<p>DATE: July 2015</p>			
<p>DRAWN BY: [Name]</p>	<p>CHECKED BY: [Name]</p>			
<p>DESIGNED BY: [Name]</p>	<p>RECORDED BY: [Name]</p>			
<p>C210</p>				
<p>CONSULTING ENGINEERS - SURVEYORS - PLANNERS CARNAHAN - PROCTOR - CROSS, INC.</p>				
<p>FILE NO. 120495</p>				
<p>VITALIA AT TRADITION RESIDENTIAL PARCEL - PHASE 4 TRADITION PLAT NO. 75 Unit 2 Geometry Plan</p>				
NO.	DATE	BY	CKD.	REVISIONS

NO	DATE	BY	CHK'D	REVISIONS
1	03-16-16	MR	KH	CONSTRUCTION BULLETIN #1

Grading & Drainage Plan
Unit 2
RESIDENTIAL PARCEL - PHASE 4
VITALIA AT TRADITION
TRADITION PLAT NO. 75

CPC AUTH NO 0002938
FILE NO 120409
CARNAHAN-PROCTOR-CROSS, INC.
CONSULTING ENGINEERS - SURVEYORS & PLANNERS
SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KKH
CHECKED BY: DP
DESIGNED BY: BP
C220

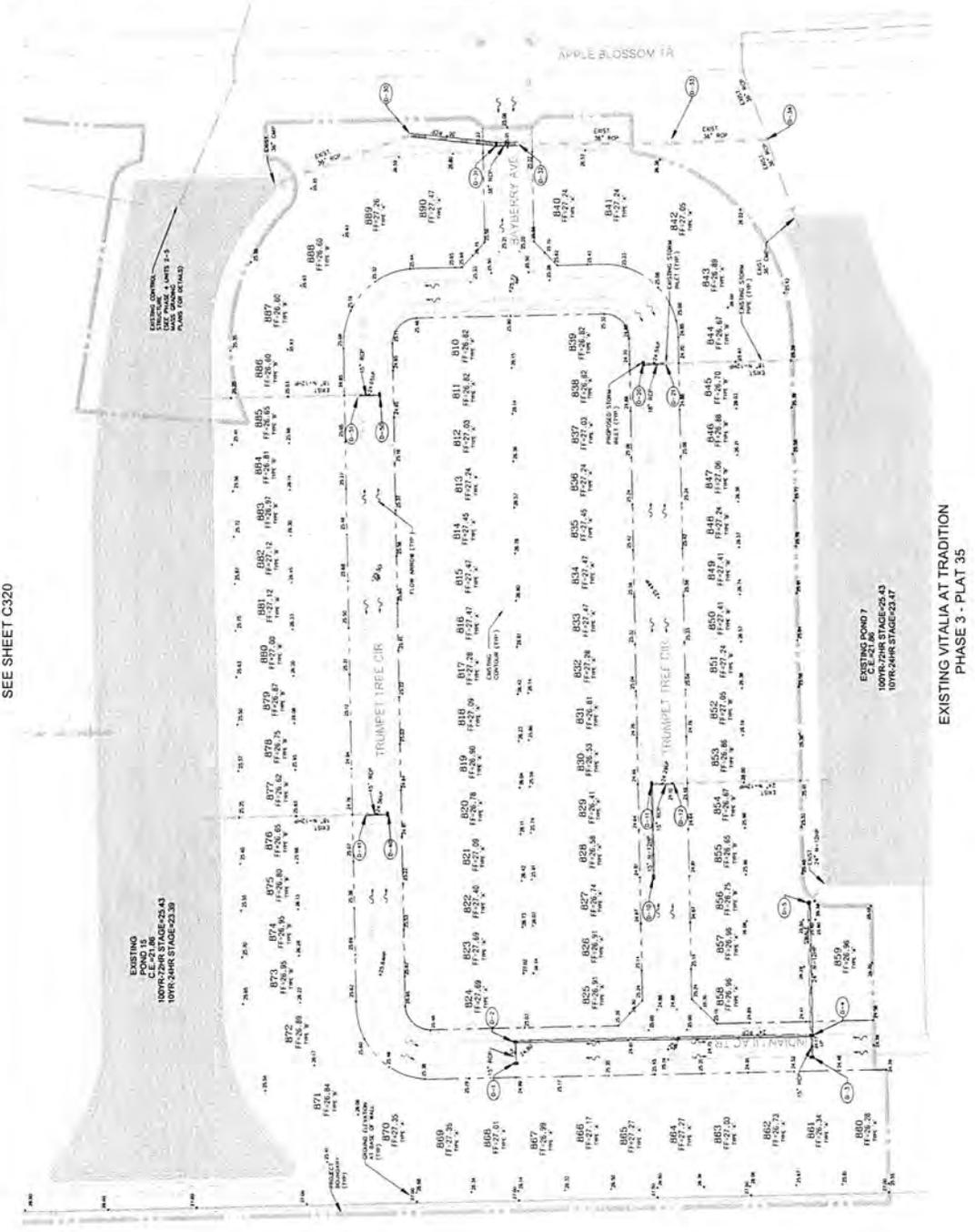


Legend

Symbol	Description
—	PROPOSED INLET
—	EXISTING INLET
—	PROPOSED STORM PIPE
—	EXISTING STORM PIPE
—	EXISTING CONDUIT
—	PROPOSED SPOT ELEVATION
—	MAJOR EXISTING GRADE
—	EXISTING ELEVATION



EXISTING VITALIA AT TRADITION
PHASE 3 - PLAT 35



SEE SHEET C320

EXISTING VITALIA AT TRADITION
PHASE 3 - PLAT 35

FOR TYPE 'A' AND TYPE 'B' SPOT ELEVATIONS, SEE SHEET C320.

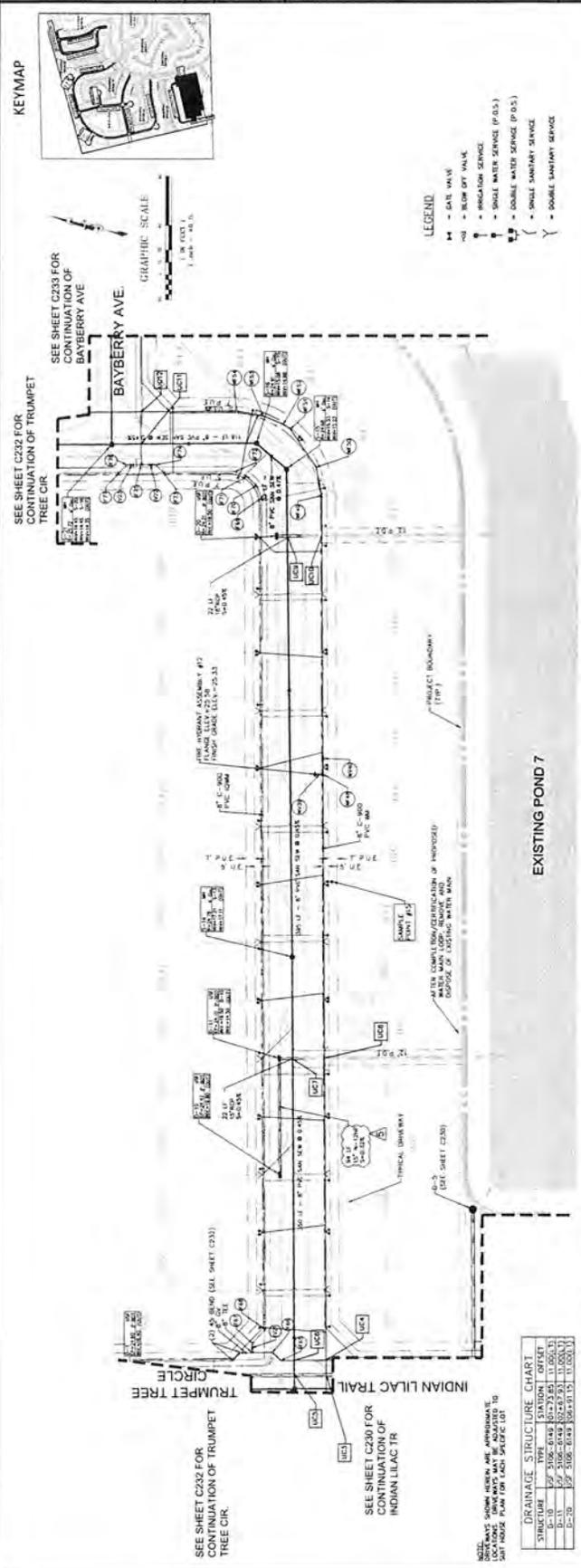
ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PALM BEACH PROJECT NO. 161617

NO	DATE	BY	CHKD	REVISIONS
5	10-16-16	RP	DP	REV DRAINAGE PIPE MTRL
4	09-11-15	DM	MM	REVISED PER PSL COMMENTS
3	09-11-15	DM	MM	REVISED PER PSL COMMENTS
2	09-11-15	DM	MM	REVISED PER PSL COMMENTS
1	09-11-15	DM	MM	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAN NO. 75
Plan & Profile - Trumpet Tree Circle
Sta. 200+00.00 to Sta. 208+90.39

CPC AUTH NO 0002936
FILE NO 120409
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN-PROCTOR-CROSS, INC.
DRAWN BY: JH
CHECKED BY: DP
DESIGNED BY: BP
DATE: July 2015
SCALE: AS SHOWN
C231



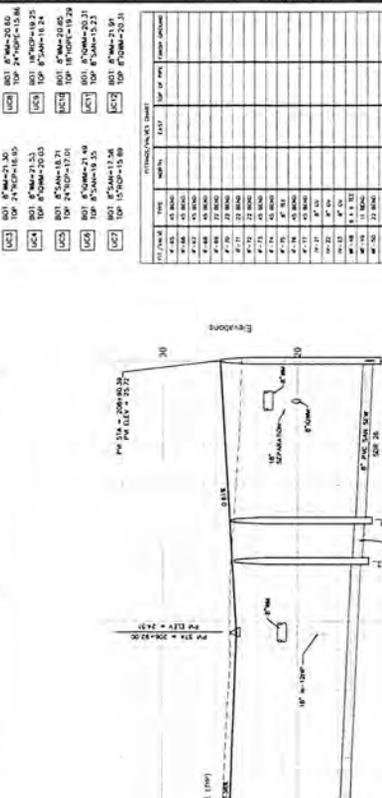
- LEGEND
- GATE VALVE
 - BLOCK OFF VALVE
 - REGULATION SERVICE
 - SINGLE WATER SERVICE (P.O.S.)
 - DOUBLE WATER SERVICE (P.O.S.)
 - SINGLE SANITARY SERVICE
 - DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - LIC

NO	TYPE	DATE	DEPTH	LOCATION
UC1	8" P.C. SANITARY	10/16/16	18"	STATION 200+00.00 TO 200+10.00
UC2	8" P.C. SANITARY	10/16/16	18"	STATION 200+10.00 TO 200+20.00
UC3	8" P.C. SANITARY	10/16/16	18"	STATION 200+20.00 TO 200+30.00
UC4	8" P.C. SANITARY	10/16/16	18"	STATION 200+30.00 TO 200+40.00
UC5	8" P.C. SANITARY	10/16/16	18"	STATION 200+40.00 TO 200+50.00
UC6	8" P.C. SANITARY	10/16/16	18"	STATION 200+50.00 TO 200+60.00
UC7	8" P.C. SANITARY	10/16/16	18"	STATION 200+60.00 TO 200+70.00
UC8	8" P.C. SANITARY	10/16/16	18"	STATION 200+70.00 TO 200+80.00
UC9	8" P.C. SANITARY	10/16/16	18"	STATION 200+80.00 TO 200+90.00

NO SERVICE LINE COMPLETION, STRUCTURE SHALL BE LOCATED WITHIN OR ADJACENT TO THE PROJECT LIMITS FOR REVIEW

NO TOP AND COMPLETION (EXIST) SHALL BE LOCATED WITHIN 5' FROM ANY ADJACENT EXISTING SANITARY SERVICE SHALL BE AT LEAST 10' FROM

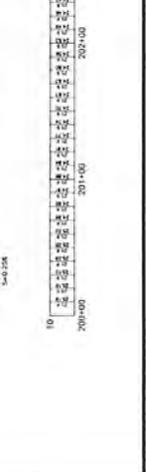


VERTICAL ALIGNMENT DATA

STATION	ELEVATION	GRADE	VERTICAL CURVE DATA
200+00.00	20.00	0.00%	
200+10.00	20.00	0.00%	
200+20.00	20.00	0.00%	
200+30.00	20.00	0.00%	
200+40.00	20.00	0.00%	
200+50.00	20.00	0.00%	
200+60.00	20.00	0.00%	
200+70.00	20.00	0.00%	
200+80.00	20.00	0.00%	
200+90.00	20.00	0.00%	

NO SERVICE LINE COMPLETION, STRUCTURE SHALL BE LOCATED WITHIN OR ADJACENT TO THE PROJECT LIMITS FOR REVIEW

NO TOP AND COMPLETION (EXIST) SHALL BE LOCATED WITHIN 5' FROM ANY ADJACENT EXISTING SANITARY SERVICE SHALL BE AT LEAST 10' FROM



CITY OF PALM BEACH PROJECT NO. PB-007

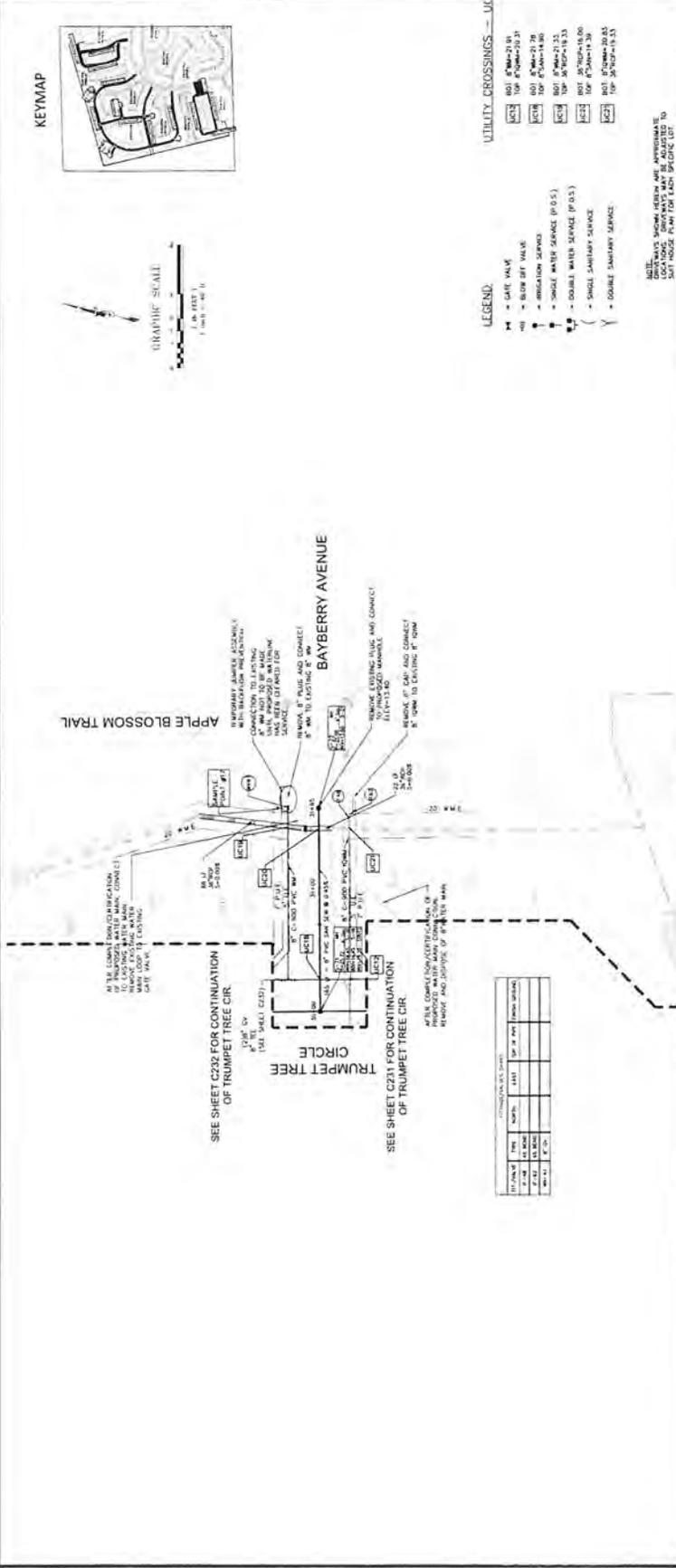
NO.	DATE	BY	CK/D	REVISIONS
1	06-11-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
Plan & Profile - Bayberry Avenue
Sta. 30+00.00 to Sta. 31+65.00

FILE NO 120498
CPC AUTH NO 0002936

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · Mappers

SCALE AS SHOWN
DATE July 2015
DRAWN BY
CHECKED BY
REVISIONS BY
C233



BAYBERRY AVENUE



KEYMAP

GRAPHIC SCALE
1" = 40' (1" = 160')

UTILITY CROSSINGS — UL

- 601 6" W-20.01
- 602 6" W-20.31
- 603 6" W-21.28
- 604 6" W-21.30
- 605 6" W-21.33
- 606 6" W-21.33
- 607 6" W-21.33
- 608 6" W-21.33
- 609 6" W-21.33
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- 617 6" W-21.33
- 618 6" W-21.33
- 619 6" W-21.33
- 620 6" W-21.33
- 621 6" W-21.33
- 622 6" W-21.33
- 623 6" W-21.33
- 624 6" W-21.33
- 625 6" W-21.33
- 626 6" W-21.33
- 627 6" W-21.33
- 628 6" W-21.33
- 629 6" W-21.33
- 630 6" W-21.33
- 631 6" W-21.33
- 632 6" W-21.33
- 633 6" W-21.33
- 634 6" W-21.33
- 635 6" W-21.33
- 636 6" W-21.33
- 637 6" W-21.33
- 638 6" W-21.33
- 639 6" W-21.33
- 640 6" W-21.33
- 641 6" W-21.33
- 642 6" W-21.33
- 643 6" W-21.33
- 644 6" W-21.33
- 645 6" W-21.33
- 646 6" W-21.33
- 647 6" W-21.33
- 648 6" W-21.33
- 649 6" W-21.33
- 650 6" W-21.33

LEGEND:

- GATE VALVE
- BLOW OFF VALVE
- REGULATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

NOTE: ALL UTILITY CROSSINGS ARE APPROXIMATE LOCATIONS. OWNERS MAY BE ADVISED TO SURVEY PLANT FOR EACH SPECIFIC LOT.

CONNECTIONS TO EXISTING UTILITIES:

CONNECTION	DATE	TYPE	BY
1	06-11-15	NEW	DP
2	06-11-15	NEW	DP
3	06-11-15	NEW	DP
4	06-11-15	NEW	DP
5	06-11-15	NEW	DP
6	06-11-15	NEW	DP
7	06-11-15	NEW	DP
8	06-11-15	NEW	DP
9	06-11-15	NEW	DP
10	06-11-15	NEW	DP
11	06-11-15	NEW	DP
12	06-11-15	NEW	DP
13	06-11-15	NEW	DP
14	06-11-15	NEW	DP
15	06-11-15	NEW	DP
16	06-11-15	NEW	DP
17	06-11-15	NEW	DP
18	06-11-15	NEW	DP
19	06-11-15	NEW	DP
20	06-11-15	NEW	DP
21	06-11-15	NEW	DP
22	06-11-15	NEW	DP
23	06-11-15	NEW	DP
24	06-11-15	NEW	DP
25	06-11-15	NEW	DP
26	06-11-15	NEW	DP
27	06-11-15	NEW	DP
28	06-11-15	NEW	DP
29	06-11-15	NEW	DP
30	06-11-15	NEW	DP
31	06-11-15	NEW	DP
32	06-11-15	NEW	DP
33	06-11-15	NEW	DP
34	06-11-15	NEW	DP
35	06-11-15	NEW	DP
36	06-11-15	NEW	DP
37	06-11-15	NEW	DP
38	06-11-15	NEW	DP
39	06-11-15	NEW	DP
40	06-11-15	NEW	DP
41	06-11-15	NEW	DP
42	06-11-15	NEW	DP
43	06-11-15	NEW	DP
44	06-11-15	NEW	DP
45	06-11-15	NEW	DP
46	06-11-15	NEW	DP
47	06-11-15	NEW	DP
48	06-11-15	NEW	DP
49	06-11-15	NEW	DP
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88	06-11-15	NEW	DP
89	06-11-15	NEW	DP
90	06-11-15	NEW	DP
91	06-11-15	NEW	DP
92	06-11-15	NEW	DP
93	06-11-15	NEW	DP
94	06-11-15	NEW	DP
95	06-11-15	NEW	DP
96	06-11-15	NEW	DP
97	06-11-15	NEW	DP
98	06-11-15	NEW	DP
99	06-11-15	NEW	DP
100	06-11-15	NEW	DP

SEE SHEET C232 FOR CONTINUATION OF TRUMPET TREE CIR.

SEE SHEET C231 FOR CONTINUATION OF TRUMPET TREE CIR.

APPLE BLOSSOM TRAIL

TRUMPET TREE CIRCLE

BAYBERRY AVENUE

UTILITY CROSSINGS — UL

LEGEND:

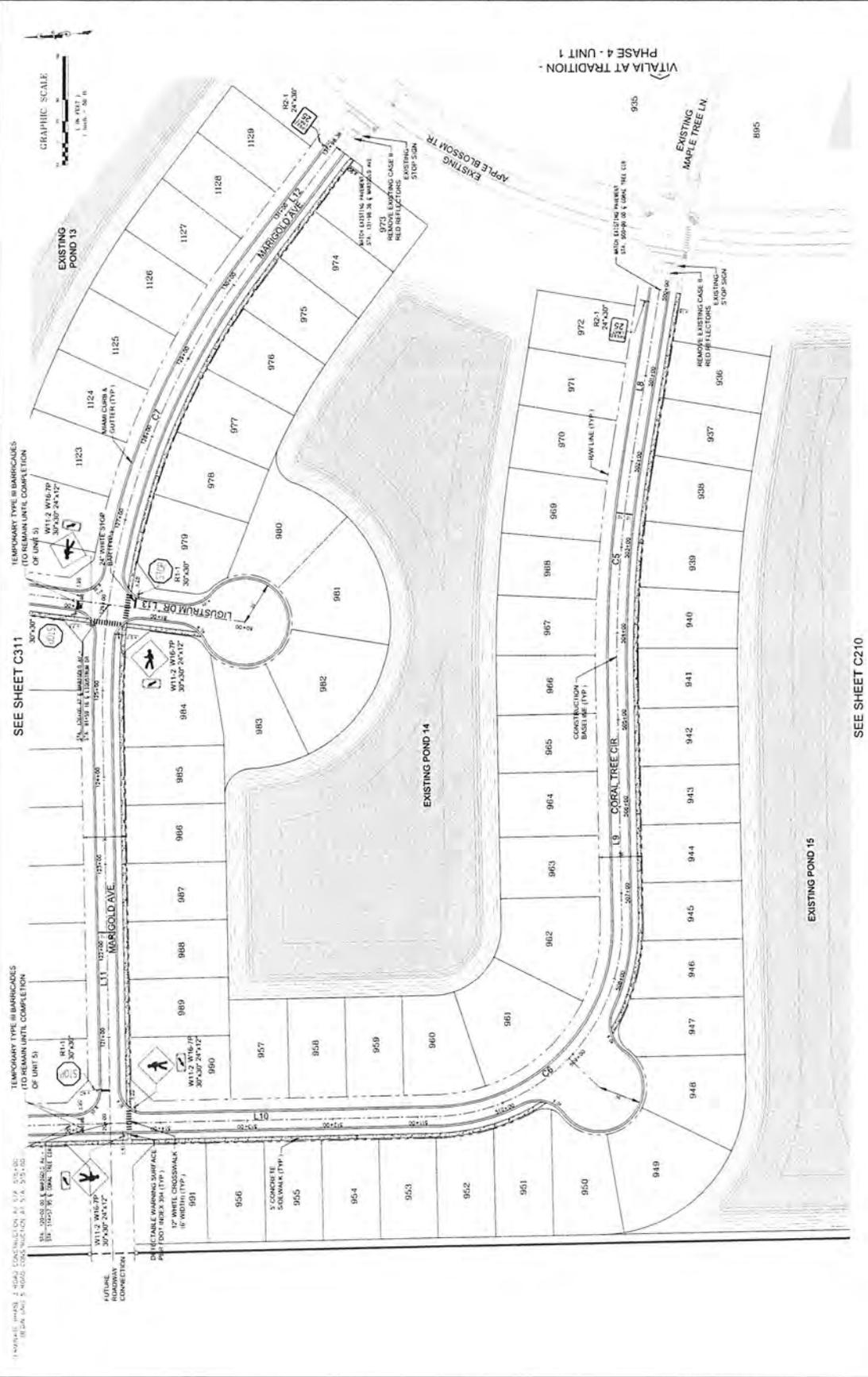
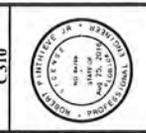
- GATE VALVE
- BLOW OFF VALVE
- REGULATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE

NO.	DATE	BY	CK'D	REVISIONS
4	01-08-16	DP	MB	PHASING DESIGNATION TO PLANS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
Units 3 & 5
Geometry Plan

CPC AUTH NO 00002936
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN - PROCTOR - CROSS, INC.
FILE NO. 120495

SCALE: AS SHOWN
DATE: JAN 2015
DRAWN BY: ARI
CHECKED BY: DP
DESIGNED BY: DP
C310



NO.	DATE	BY	CHKD	REVISIONS
1	09-23-16	AR	KM	CONSTRUCTION BULLETIN #2
2	01-31-16	AR	KM	CONSTRUCTION BULLETIN #1

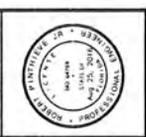
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
Grading & Drainage Plan
Units 3&5

CPC AUTH. NO. 00027936
FILE NO. 120499

CARNAHAN-PROCTOR-CROSS, INC.
CONSULTING ENGINEERS - SURVEYORS - PLANNERS

SCALE: AS SHOWN
DATE: MAY 2015
DRAWN BY: KM
CHECKED BY: DP
DESIGNED BY: RP

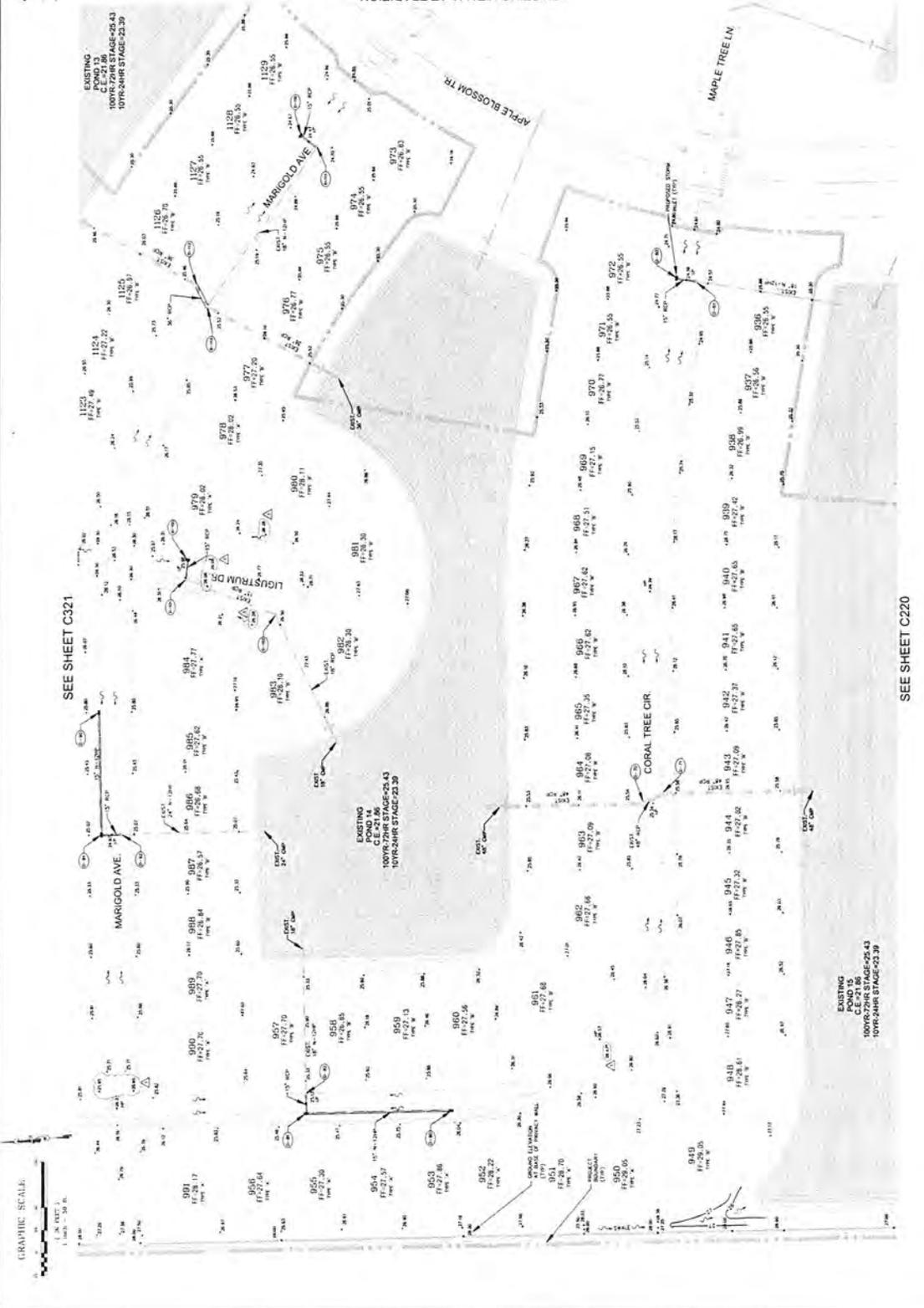
C320



Legend

Symbol	Description
(Symbol)	PROPOSED HWT
(Symbol)	EXISTING HWT
(Symbol)	PROPOSED STORM PIPE
(Symbol)	EXISTING STORM PIPE
(Symbol)	EXISTING CONDUIT
(Symbol)	PROPOSED SPOUT DRAINAGE
(Symbol)	7.5% SLOPE
(Symbol)	MATCH EXISTING GRADE

EXISTING VITALIA AT TRADITION
PHASE 4 - UNIT 1



SEE SHEET C321

SEE SHEET C220

ALL ELEVATIONS ARE BASED ON NAVD-88

FOR TYPE 'A' AND TYPE 'B' DETAILS, SEE SHEET C500

GRAPHIC SCALE
1" = 30'

CITY OF PALM BEACH PRODUCT NO. PH4507

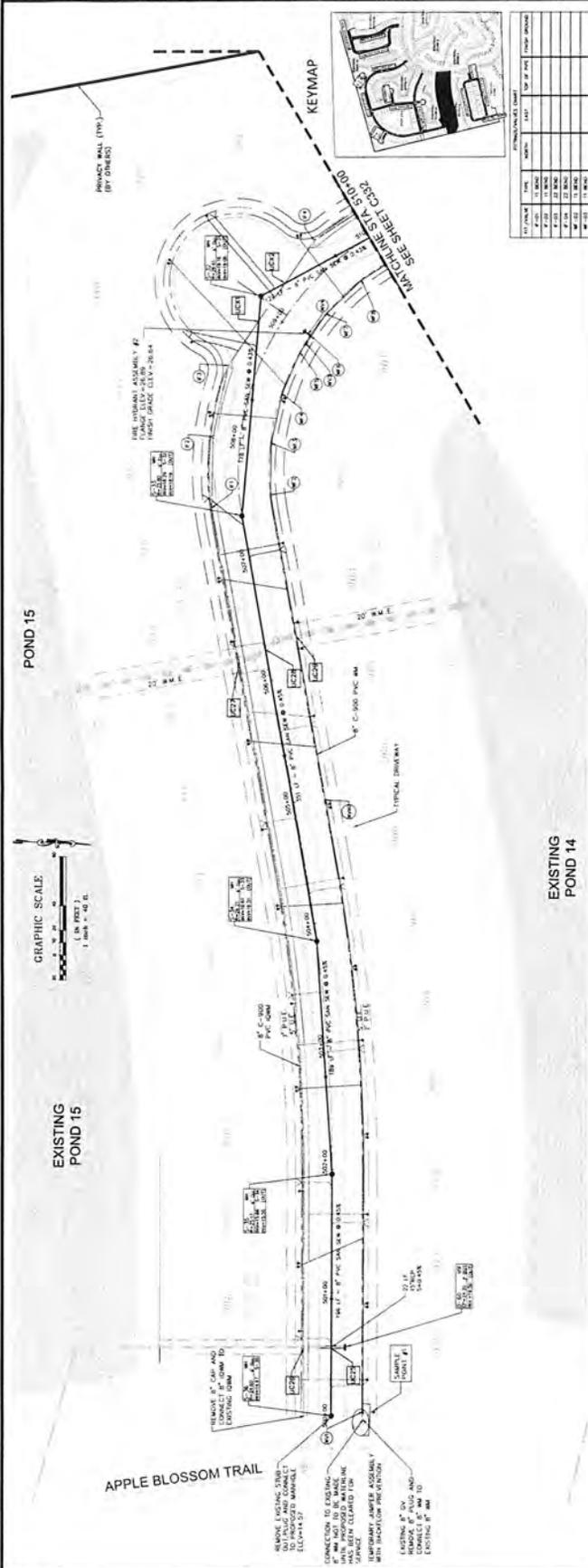
NO	DATE	BY	CKD	REVISIONS
1	07-21-15	DP	MB	REVISED PER PSL COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
3	10-13-15	DP	MB	REVISED PER PSL COMMENTS

Plan & Profile - Coral Tree Circle
 Residential Parcel - Phase 4
 Tradition Plat No. 75
 Vitalia at Tradition
 Sta. 500+00.00 to Sta. 510+00.00
 FILE NO. 120409

CARNAHAN · PROCTOR · CROSS, INC.
 CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002938
 SCALE: AS SHOWN
 DATE: JUL 2015
 DRAWN BY: RPH
 CHECKED BY: DP
 DESIGNED BY: RPH

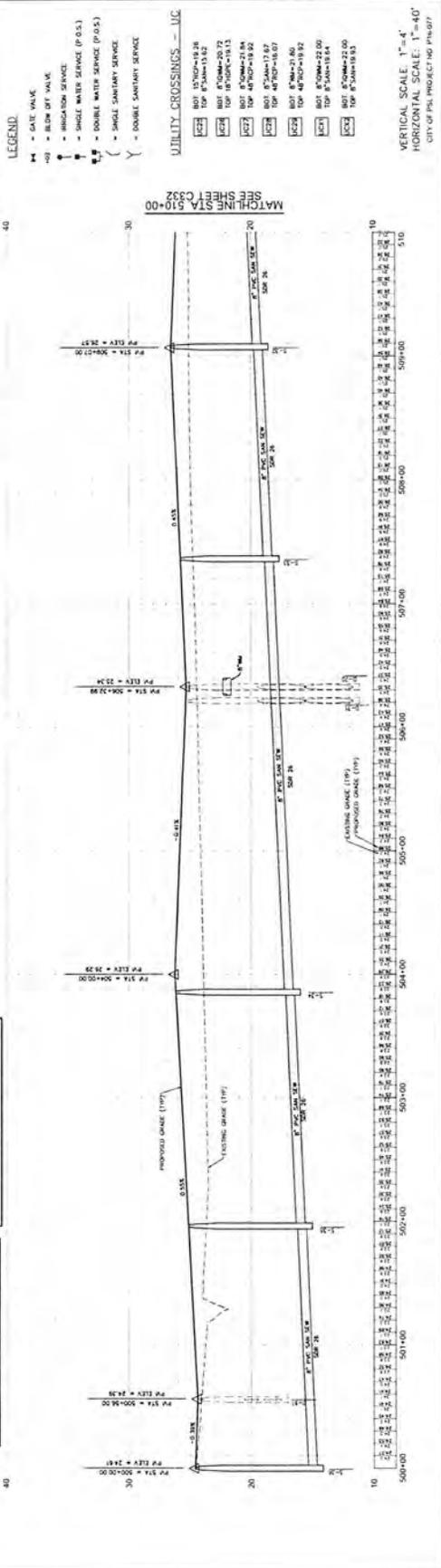
C331



ALL ELEVATIONS ARE BASED ON NAVD83

NOTE: THE SUBMITTANT REPRESENTS THAT THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE. LOCATIONS SHOWN MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH STRUCTURE LOT.

NOTE: THE SUBMITTANT REPRESENTS THAT THE UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE. LOCATIONS SHOWN MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH STRUCTURE LOT.



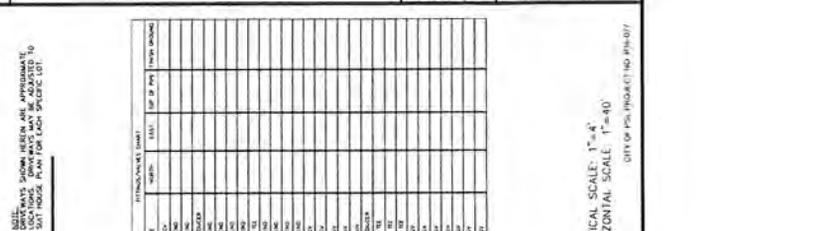
NO	DATE	BY	CK/D	REVISIONS
1	07-21-15	DM	MB	REVISED PER PSL COMMENTS
2	09-11-15	DM	MB	REVISED PER PSL COMMENTS
3	10-13-15	DM	MB	REVISED PER DEP COMMENTS
4	10-16-15	DM	MB	PHASING DESIGNATION TO PLANSET
5	06-23-16	RP	KH	CONSTRUCTION BUILDS - ADDS SERVICES

Plan & Profile - Ligustrum Drive
 TRADITION PLAT NO. 75
 RESIDENTIAL PARCEL - PHASE 4
 VITALIA AT TRADITION

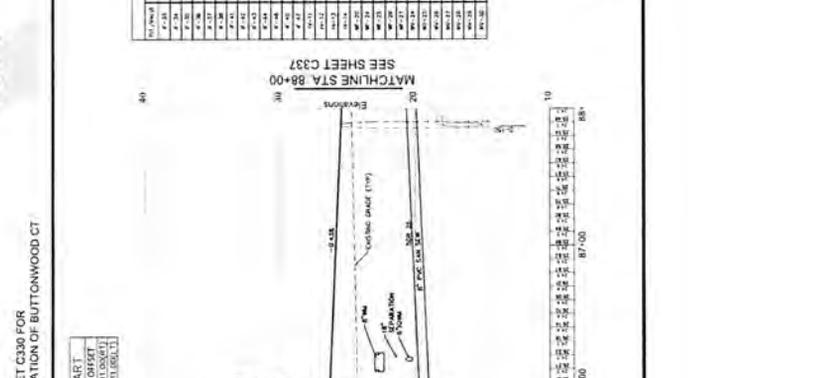
CPC AUTH NO. 0002936
 CARNAHAN · PROCTOR · CROSS, INC.
 CONSULTING ENGINEERS, SURVEYORS · PLANNERS

SCALE: AS SHOWN
 DATE: July 2015
 DRAWN BY: KH
 CHECKED BY: DM
 DESIGNED BY: RP

C336



NOTE: ALL ELEVATIONS ARE BASED ON NAVD83. LOCAL VERTICAL CURVES AND ADJUSTMENTS TO ELEVATIONS MAY BE REQUIRED TO SUII HOUSE RUN FOR EACH SPECIFIC LOT.



STATION	TYPE	STRUCTURE	STATION	OFFSET
81+00	12"	12" DIA. 12' DIA. 12' DIA.	81+00	11.00(0.0)
81+00	12"	12" DIA. 12' DIA. 12' DIA.	81+00	11.00(0.0)
81+00	12"	12" DIA. 12' DIA. 12' DIA.	81+00	11.00(0.0)

PHASE 4C
 12" DIA. 12' DIA. 12' DIA.
 (SEE SHEET C337)

DO NOT 2" ROAD FROM LOT 5 ROAD STA. 82+00 TO STA. 83+00



VERTICAL SCALE: 1"=4'
 HORIZONTAL SCALE: 1"=40'

CITY OF PLS PROJECT NO. PH-07

ALL ELEVATIONS ARE BASED ON NAVD83

NO TAP AND CONNECTION STEPS SHALL BE CLOSER TOGETHER THAN INDICATED. TAPS AND THE WATER MAIN FROM WATER SOURCES SHALL BE AT LEAST 18" APART

THE SERVICE AND CONNECTION TAPS SHALL BE CLOSER TOGETHER THAN INDICATED. TAPS AND THE WATER MAIN FROM WATER SOURCES SHALL BE AT LEAST 18" APART

UTILITY CROSSINGS - LUC

- 102 8" P100=22.31
- 103 8" P100=22.31
- 104 8" P100=22.31
- 105 8" P100=22.31
- 106 8" P100=22.31
- 107 8" P100=22.31
- 108 8" P100=22.31
- 109 8" P100=22.31
- 110 8" P100=22.31
- 111 8" P100=22.31
- 112 8" P100=22.31
- 113 8" P100=22.31
- 114 8" P100=22.31
- 115 8" P100=22.31
- 116 8" P100=22.31
- 117 8" P100=22.31
- 118 8" P100=22.31
- 119 8" P100=22.31
- 120 8" P100=22.31

SEE SHEET C338 FOR CONTINUATION OF MARIKOLD AVE

SEE SHEET C338 FOR CONTINUATION OF BUTTWOOD COURT

SEE SHEET C337 FOR MATCHLINE STA. 88+00

SEE SHEET C338 FOR CONTINUATION OF MARIKOLD AVE

SEE SHEET C338 FOR CONTINUATION OF BUTTWOOD COURT

SEE SHEET C337 FOR MATCHLINE STA. 88+00

SEE SHEET C338 FOR CONTINUATION OF MARIKOLD AVE

SEE SHEET C338 FOR CONTINUATION OF BUTTWOOD COURT

SEE SHEET C337 FOR MATCHLINE STA. 88+00

SEE SHEET C338 FOR CONTINUATION OF MARIKOLD AVE

SEE SHEET C338 FOR CONTINUATION OF BUTTWOOD COURT

SEE SHEET C337 FOR MATCHLINE STA. 88+00

SEE SHEET C338 FOR CONTINUATION OF MARIKOLD AVE

SEE SHEET C338 FOR CONTINUATION OF BUTTWOOD COURT

SEE SHEET C337 FOR MATCHLINE STA. 88+00

SEE SHEET C338 FOR CONTINUATION OF MARIKOLD AVE

SEE SHEET C338 FOR CONTINUATION OF BUTTWOOD COURT

SEE SHEET C337 FOR MATCHLINE STA. 88+00

NO.	DATE	BY	CD	REVISIONS
1	01-18-16	DP	DP	REVISION DRAINAGE PIPE MATERIAL
2	10-13-16	DP	DP	REVISION PER DEP COMMENTS
3	09-15-16	DP	DP	REVISION PER PSL COMMENTS

Plan & Profile - Marigold Avenue
 Residential Parcel - Phase 4
 TRADITION PLAT NO. 75
 Sta. 120+00.00 to Sta. 128+00.00

CARNAHAN PROCTOR CROSS, INC.
 CONSULTING ENGINEERS - SURVEYORS - PLANNERS
 SCALE: AS SHOWN
 DATE: JUL 2015
 DRAWN BY: DP
 CHECKED BY: DP
 DESIGNED BY: DP
 PROJECT NO: C338
 GPC AUTH NO: 00002936
 FILE NO: 120409



UTILITY CROSSINGS - IUC

NO.	DATE	BY	CD	REVISIONS
1	01-18-16	DP	DP	REVISION DRAINAGE PIPE MATERIAL
2	10-13-16	DP	DP	REVISION PER DEP COMMENTS
3	09-15-16	DP	DP	REVISION PER PSL COMMENTS

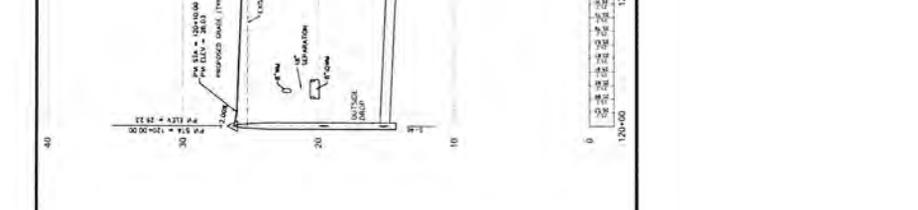
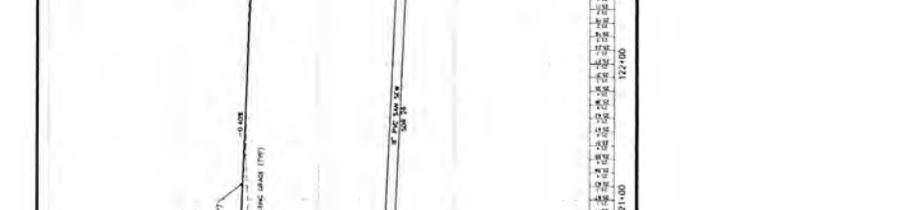
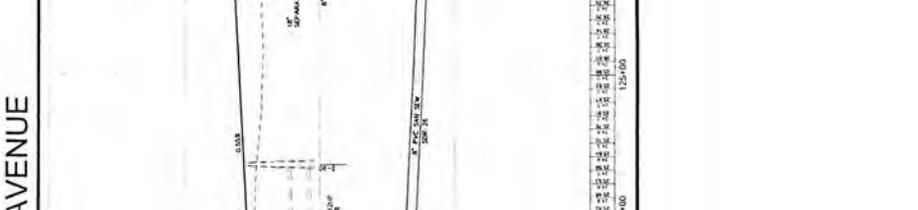
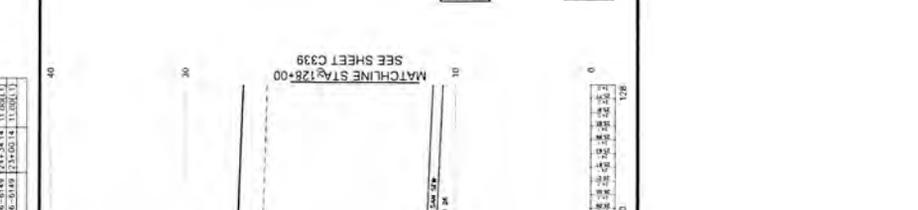
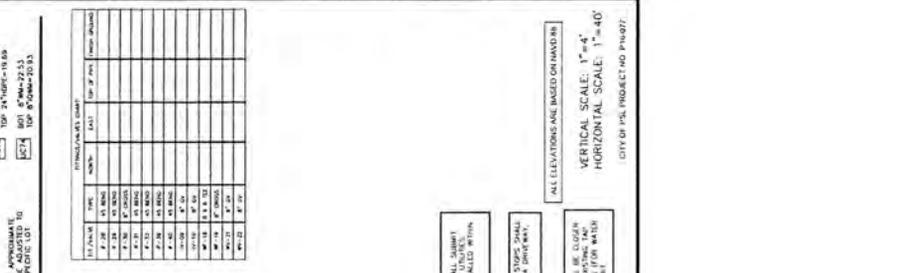
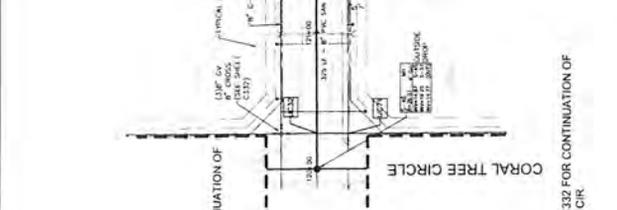
LEGEND

- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

NOTE: ALL DIMENSIONS SHOWN ARE APPROXIMATE. LOCATIONS OF STRUCTURES MAY BE ADJUSTED TO BEST FIT THE SITE PLAN.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
1	18" DIA. 12" DEPTH	120+00.00	1.0000
2	18" DIA. 12" DEPTH	121+00.00	1.0000
3	18" DIA. 12" DEPTH	122+00.00	1.0000
4	18" DIA. 12" DEPTH	123+00.00	1.0000
5	18" DIA. 12" DEPTH	124+00.00	1.0000
6	18" DIA. 12" DEPTH	125+00.00	1.0000
7	18" DIA. 12" DEPTH	126+00.00	1.0000
8	18" DIA. 12" DEPTH	127+00.00	1.0000
9	18" DIA. 12" DEPTH	128+00.00	1.0000



UTILITY CROSSINGS - IUC

NO.	DATE	BY	CD	REVISIONS
1	01-18-16	DP	DP	REVISION DRAINAGE PIPE MATERIAL
2	10-13-16	DP	DP	REVISION PER DEP COMMENTS
3	09-15-16	DP	DP	REVISION PER PSL COMMENTS

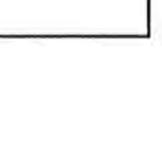
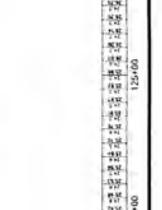
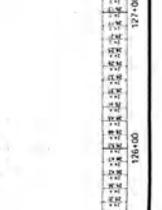
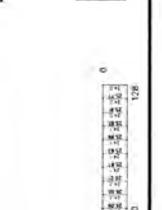
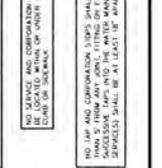
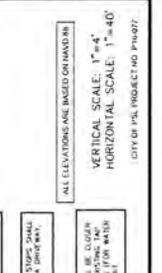
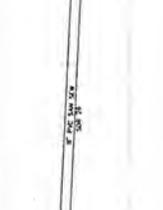
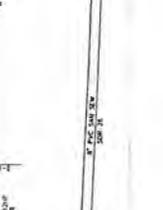
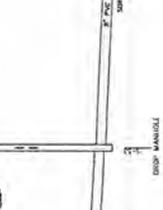
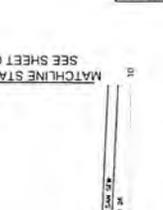
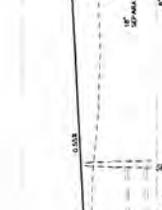
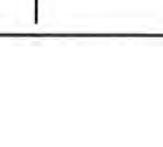
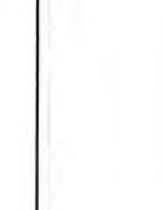
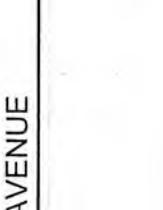
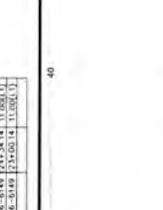
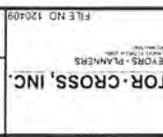
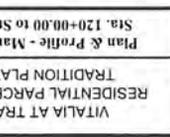
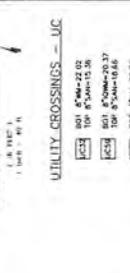
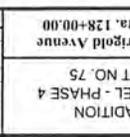
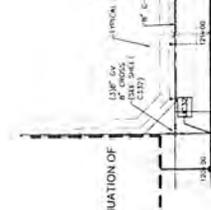
LEGEND

- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

NOTE: ALL DIMENSIONS SHOWN ARE APPROXIMATE. LOCATIONS OF STRUCTURES MAY BE ADJUSTED TO BEST FIT THE SITE PLAN.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
1	18" DIA. 12" DEPTH	120+00.00	1.0000
2	18" DIA. 12" DEPTH	121+00.00	1.0000
3	18" DIA. 12" DEPTH	122+00.00	1.0000
4	18" DIA. 12" DEPTH	123+00.00	1.0000
5	18" DIA. 12" DEPTH	124+00.00	1.0000
6	18" DIA. 12" DEPTH	125+00.00	1.0000
7	18" DIA. 12" DEPTH	126+00.00	1.0000
8	18" DIA. 12" DEPTH	127+00.00	1.0000
9	18" DIA. 12" DEPTH	128+00.00	1.0000



UTILITY CROSSINGS - IUC

NO.	DATE	BY	CD	REVISIONS
1	01-18-16	DP	DP	REVISION DRAINAGE PIPE MATERIAL
2	10-13-16	DP	DP	REVISION PER DEP COMMENTS
3	09-15-16	DP	DP	REVISION PER PSL COMMENTS

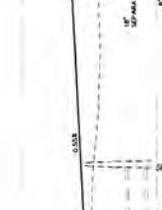
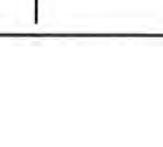
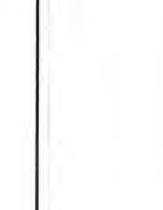
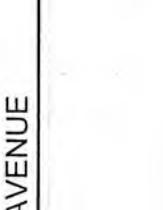
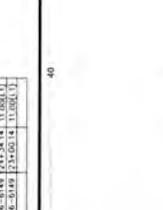
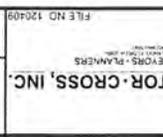
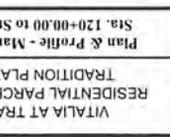
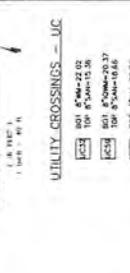
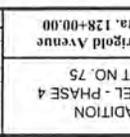
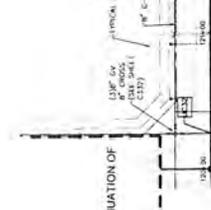
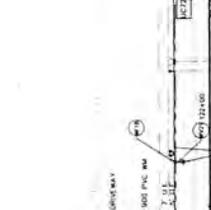
LEGEND

- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
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- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
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NOTE: ALL DIMENSIONS SHOWN ARE APPROXIMATE. LOCATIONS OF STRUCTURES MAY BE ADJUSTED TO BEST FIT THE SITE PLAN.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
1	18" DIA. 12" DEPTH	120+00.00	1.0000
2	18" DIA. 12" DEPTH	121+00.00	1.0000
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4	18" DIA. 12" DEPTH	123+00.00	1.0000
5	18" DIA. 12" DEPTH	124+00.00	1.0000
6	18" DIA. 12" DEPTH	125+00.00	1.0000
7	18" DIA. 12" DEPTH	126+00.00	1.0000
8	18" DIA. 12" DEPTH	127+00.00	1.0000
9	18" DIA. 12" DEPTH	128+00.00	1.0000



NO	DATE	BY	CK/D	REVISIONS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS

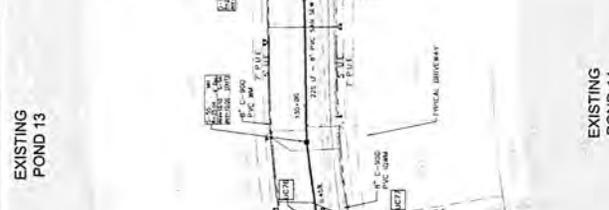
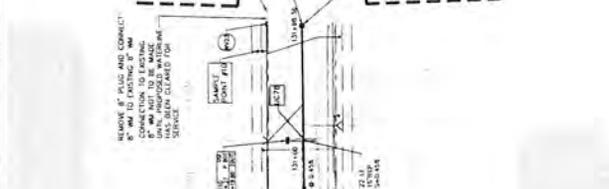
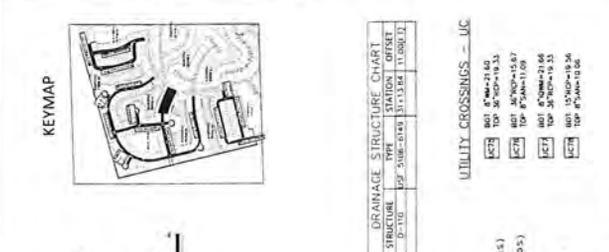
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
Sta. 128+00.00 to Sta. 131+98.36

FILE NO. 120409
CPC AUPH NO. 0002936

CARNAHAN - PROCTOR - CROSS, INC.
CONSULTING ENGINEERS - SURVEYORS - PLANNERS

SCALE: AS SHOWN
DATE: JULY 2015
DRAWN BY: [Name]
CHECKED BY: [Name]
DESIGNED BY: [Name]

C339



NOTE: DIMENSIONS SHOWN HEREIN ARE APPROXIMATE. VERIFY ALL DIMENSIONS IN THE FIELD AND ADJUST AS NECESSARY TO MATCH HOUSE PLAN FOR LAND SPECIFIC LOT.



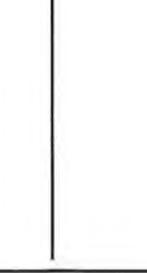
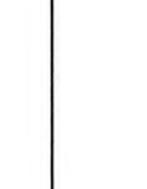
NO IMP AND CORROSION STUDIES SHALL BE ORDERED FROM ANY Joints, FITTINGS OR EXISTING TAP SERVICES SHALL BE AT LEAST 18" APART.

NO IMP AND CORROSION STUDIES SHALL BE ORDERED FROM ANY Joints, FITTINGS OR EXISTING TAP SERVICES SHALL BE AT LEAST 18" APART.

ITEM NO.	DATE	DESCRIPTION
1	07-31-15	ISSUED FOR PERMITS
2	09-11-15	REVISED PER PSL COMMENTS

ALL ELEVATIONS ARE BASED ON NAVD83
VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. 114-07

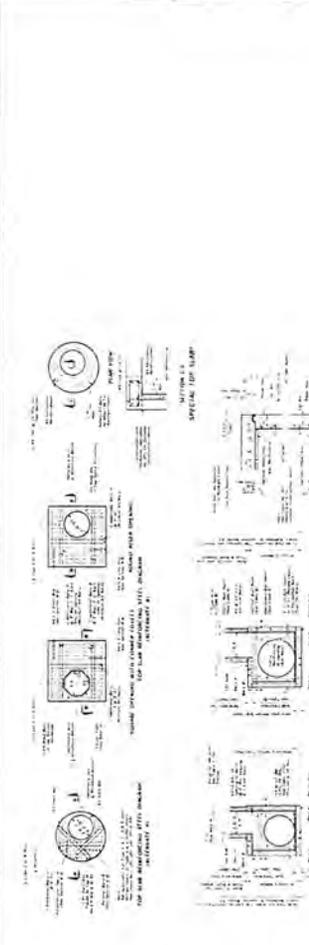


NO	DATE	BY	CHKD	REVISIONS

Drainage Details
 VITALIA AT TRADITION
 RESIDENTIAL PARCEL - PHASE 4
 TRADITION PLAT NO. 75

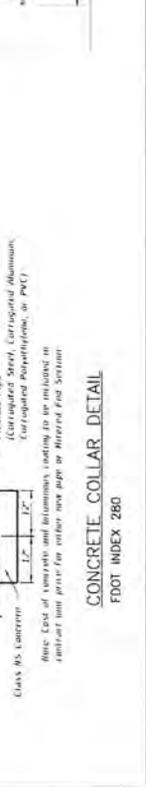
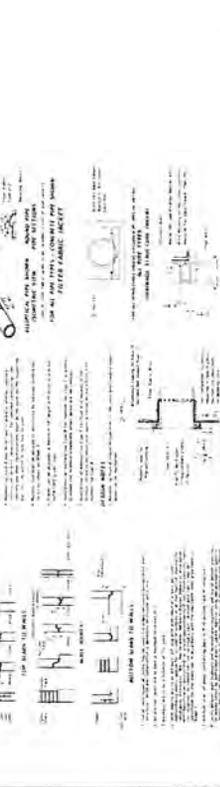
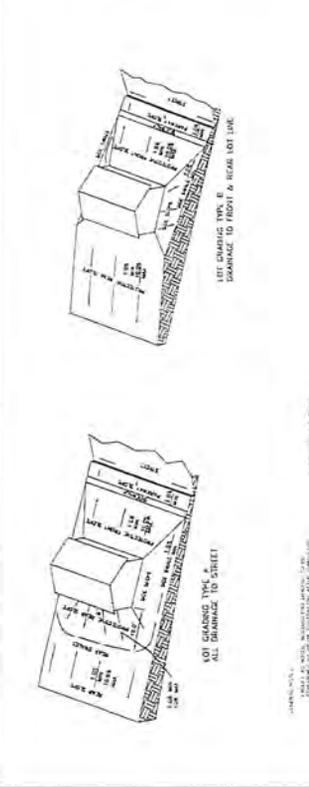
CPC ALTH NO. 00002936
 FILE NO. 120499
CARRAHAN-PROCTOR-CROSS, INC.
 CONSULTING ENGINEERS - SURVEYORS - PLANNERS

SCALE: AS SHOWN
 DATE: July 2015
 DRAWN BY: KJM
 CHECKED BY: EP
 DESIGNED BY: CSJ



GENERAL NOTES

1. ALL STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS APPLICABLE.
2. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE BELOW GRADE.
3. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ABOVE GRADE.
4. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL SIDES.
5. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL TOPS.
6. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL BOTTOMS.
7. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL ENDS.
8. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL CORNERS.
9. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL JOINTS.
10. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL EDGES.
11. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL SURFACES.
12. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL VERTICAL SURFACES.
13. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL HORIZONTAL SURFACES.
14. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL INCLINED SURFACES.
15. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL CURVED SURFACES.
16. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL FLAT SURFACES.
17. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL ROOFS.
18. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL FLOORS.
19. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL CEILINGS.
20. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL WALLS.
21. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL PARTITIONS.
22. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL STAIRS.
23. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL ELEVATORS.
24. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL MECH. ROOMS.
25. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL ELECTRICAL ROOMS.
26. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL TELECOM ROOMS.
27. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL DATA CENTERS.
28. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL SERVER ROOMS.
29. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL STORAGE ROOMS.
30. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL OFFICES.
31. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL CONFERENCE ROOMS.
32. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL MEETING ROOMS.
33. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL BREAK ROOMS.
34. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL RESTROOMS.
35. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL BATHS.
36. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL KITCHENS.
37. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL DINING ROOMS.
38. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL LIVING ROOMS.
39. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL BEDROOMS.
40. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL HALLS.
41. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL CORRIDORS.
42. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL LOBBIES.
43. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL RECEPTION AREAS.
44. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL ENTRANCES.
45. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL EXITS.
46. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL STAIRWELLS.
47. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL ELEVATOR SHAFTS.
48. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL MECH. SHAFTS.
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100. ALL STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM OF 12" OF CONCRETE ON ALL SERVER SHAFTS.



LOT GRADING DETAIL

LET GRADING TYP. A
 ALL GRADING TO STREET

LET GRADING TYP. B
 GRADING TO FRONT & REAR LOT LINE

U.S. FOUNDARY INLET

DRAINAGE STRUCTURE BOTTOMS

TYPICAL PIPE TRENCH SECTION

SUPPLEMENTARY DETAILS FOR MANHOLES

Manhole Coating Required For CAP
 Only Suitable Bituminous Material May
 Be Used Applied Bituminous Coating To
 Extend 12" Beyond Concrete Collar

Class 95 Concrete
 (Corrugated Steel, Corrugated Aluminum,
 Corrugated Polyethylene, or PVC)

Base, Cap of Concrete and Bituminous Coating to be included in
 bid item price for either new pipe or Inletted End System

CONCRETE COLLAR DETAIL

FOOT INDEX 280



1051

SCALE: AS SHOWN
DATE: JULY 2015
DRAWN BY: JRP
CHECKED BY: JRP
DESIGNED BY: JRP

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
FILE NO. 120409
CPC AUTH. NO. 00022936

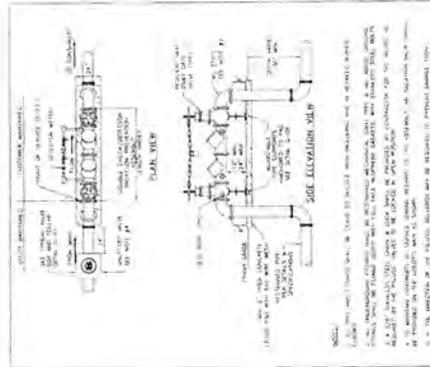
Utility Details

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

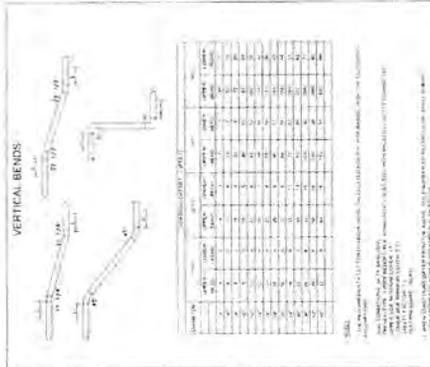
NO.	DATE	BY	CHKD.	REVISIONS

CITY OF PIS PROJECTING P-6077

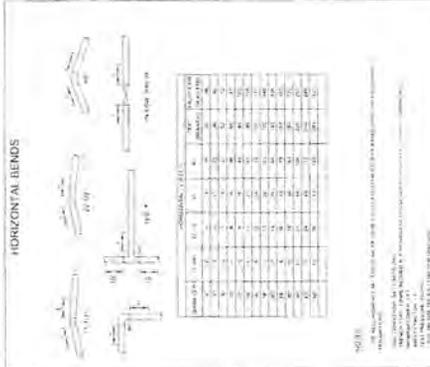
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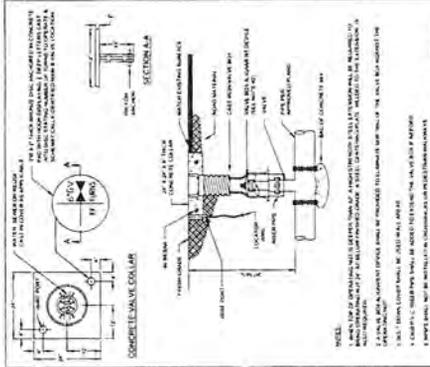
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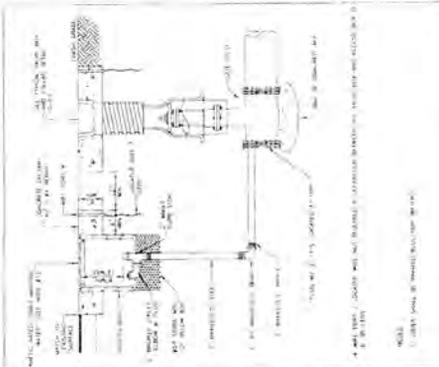
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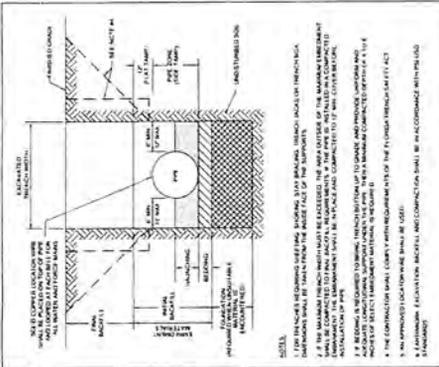
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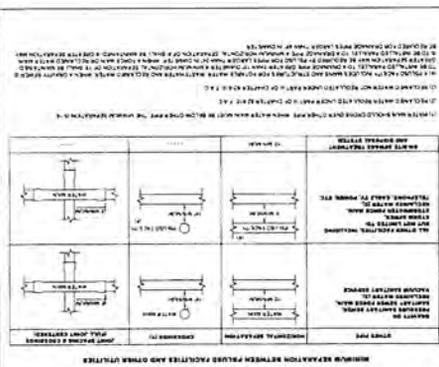
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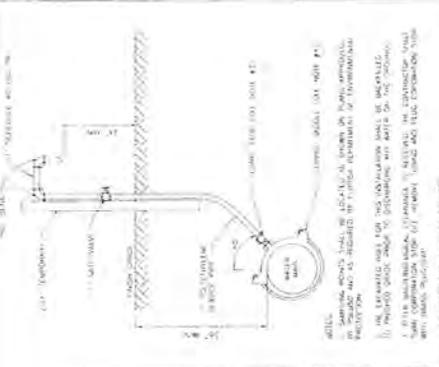
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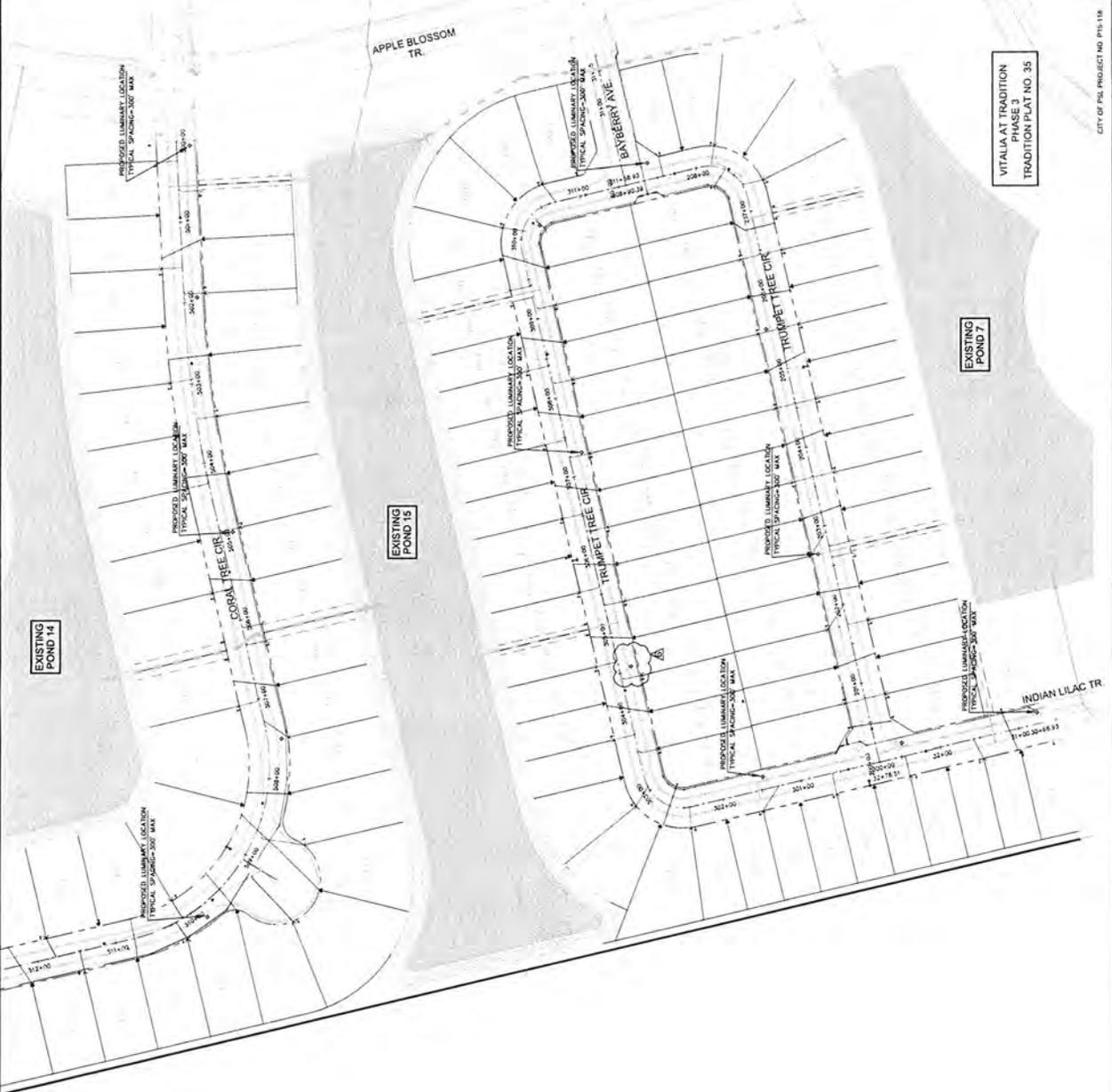


NO.	DATE	BY	CHK'D	REVISIONS
6	02-26-16	RP	KM	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

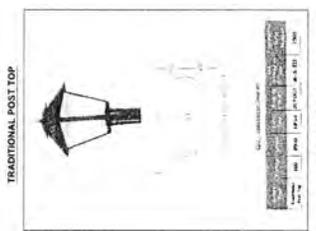
Street Lighting Plan
FILE NO. 120409

CPC AUTH. NO. 00029295
SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KJI
CHECKED BY: DP
DESIGNED BY: C 600



VITALIA AT TRADITION
PHASE 3
TRADITION PLAT NO. 35

CITY OF PALM BEACH PROJECT NO. P15-116



TRADITIONAL POST TOP

LIGHT FIXTURE DETAIL

LIGHTING NOTES

1. STREET LIGHTS SHALL NOT BE INSTALLED AT THE TIME OF RESIDENTIAL CONSTRUCTION. STREET LIGHTS SHALL BE INSTALLED AT THE TIME OF THE FIRST TRAFFIC CHANCE. THE MAXIMUM HEIGHT OF STANDING LUMINAIRE SHALL NOT EXCEED THE MAXIMUM HEIGHT OF THE ADJACENT BUILDING. THE MAXIMUM HEIGHT OF THE ADJACENT BUILDING SHALL BE APPROXIMATELY 35 FEET AT POINT 21, LUCKY COUNCIL.

FPL CONSTRUCTION NOTES

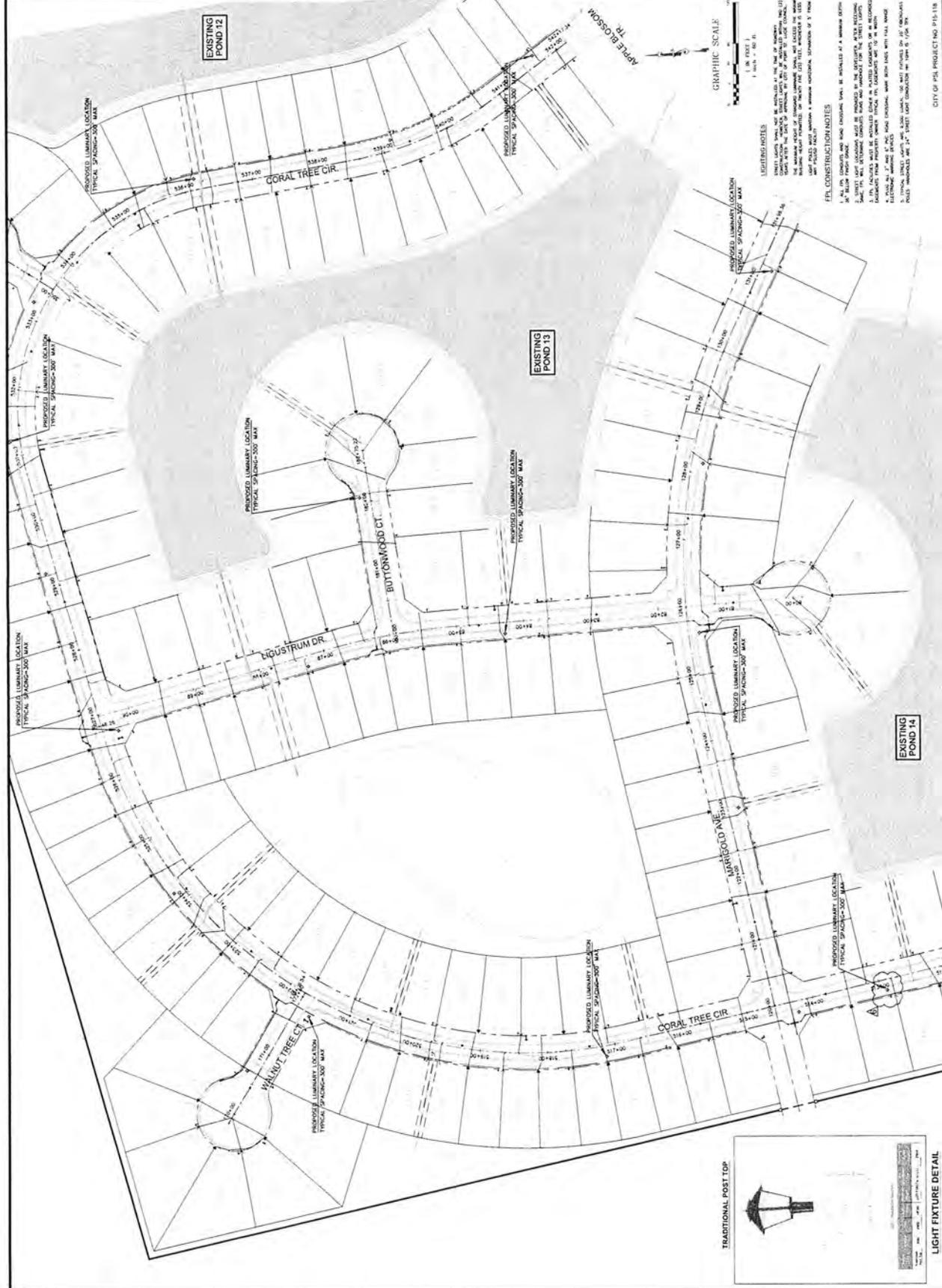
- ALL FPL CONDUITS AND ROAD CROSSINGS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36" BELOW FINISH GRADE.
- STREET LIGHT LOCATIONS SHALL BE PROVIDED IN THE DEVELOPER'S AFTER CONSTRUCTION DRAWINGS. THE CITY ENGINEER'S OFFICE SHALL REVIEW THE DRAWINGS FOR THE STREET LIGHTS.
- STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S OFFICE APPROVED DRAWINGS. THE CITY ENGINEER'S OFFICE SHALL REVIEW THE DRAWINGS FOR THE STREET LIGHTS.
- TYPICAL STREET LIGHTS ARE 1200 LUMEN, 160 WATT FIXTURES ON 20' FABRICATION POLES. FIXTURES ARE 14" STREET LIGHT CONNECTION PER UTM 5.100.000.

NO	DATE	BY	CHK'D	REVISIONS
6	09-26-16	RP	KH	REVISED PER PSL COMMENTS

Street Lighting Plan
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

CARNAHAN · PROCTOR · CROSS, INC.
 CONSULTING ENGINEERS · SURVEYORS · PLANNERS
 FILE NO. 120409

CPC AUTH NO. 00002936
 SCALE: AS SHOWN
 DATE: July 2011
 DRAWN BY: PSL
 CHECKED BY: GP
 DESIGN NO: C109



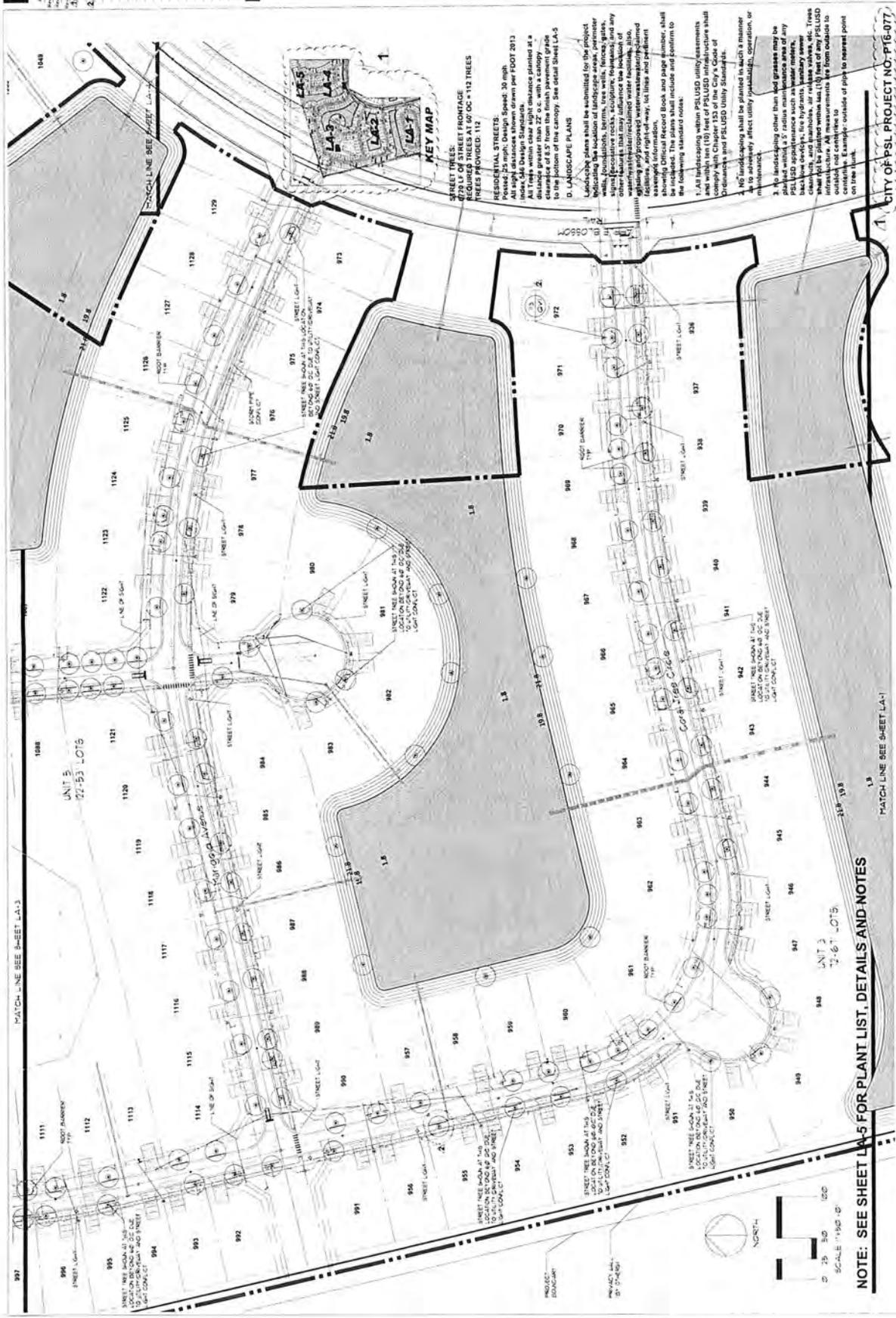
LEGISTING NOTES
 STREET LIGHTS SHALL BE LOCATED AT THE END OF PROPERTY, NOT AT THE CORNER. THE LIGHTS SHALL BE LOCATED AT THE END OF THE PROPERTY, NOT AT THE CORNER. THE LIGHTS SHALL BE LOCATED AT THE END OF THE PROPERTY, NOT AT THE CORNER. THE LIGHTS SHALL BE LOCATED AT THE END OF THE PROPERTY, NOT AT THE CORNER.

FLP CONSTRUCTION NOTES
 ALL LIGHT FIXTURES SHALL BE INSTALLED AT A MINIMUM SPACING OF 100 FEET FROM THE PROPERTY LINE. ALL LIGHT FIXTURES SHALL BE INSTALLED AT A MINIMUM SPACING OF 100 FEET FROM THE PROPERTY LINE. ALL LIGHT FIXTURES SHALL BE INSTALLED AT A MINIMUM SPACING OF 100 FEET FROM THE PROPERTY LINE.



TRADITIONAL POST TOP LIGHT FIXTURE DETAIL

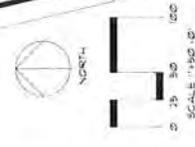
CITY OF PSL PROJECT NO. P15-118



RESIDENTIAL STREETS:
 All tree spacings shall be 30' on center (OC) for residential streets.
 All tree spacings shall be 40' OC for residential streets.
 All trees shall be planted within the street right-of-way (ROW) and shall be planted to the bottom of the canopy. See detail sheet LA-5.

D. LANDSCAPE PLANS
 Landscape plans shall be submitted for the project. The plans shall include and conform to the following standards notes:
 1. All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall be installed within the PSLUSD Utility Standards, Ordinance and PSLUSD Utility Standards.
 2. No landscaping shall be planted within 5' of any overhead utility lines, power lines, gas lines, or water lines.
 3. No landscaping other than sod grasses may be planted within a 5' radius maintenance area of any PSLUSD appearance such as water meters, backflow preventers, fire hydrants, valves, etc. Trees shall be planted within ten (10) feet of any PSLUSD infrastructure. All measurements are from outside to inside of the infrastructure. Example: outside of pipe to nearest point on the trunk.

NOTE: SEE SHEET LA-5 FOR PLANT LIST, DETAILS AND NOTES



MATCH-LINE SEE SHEET LA-1
 MATCH-LINE SEE SHEET LA-3
 MATCH-LINE SEE SHEET LA-1

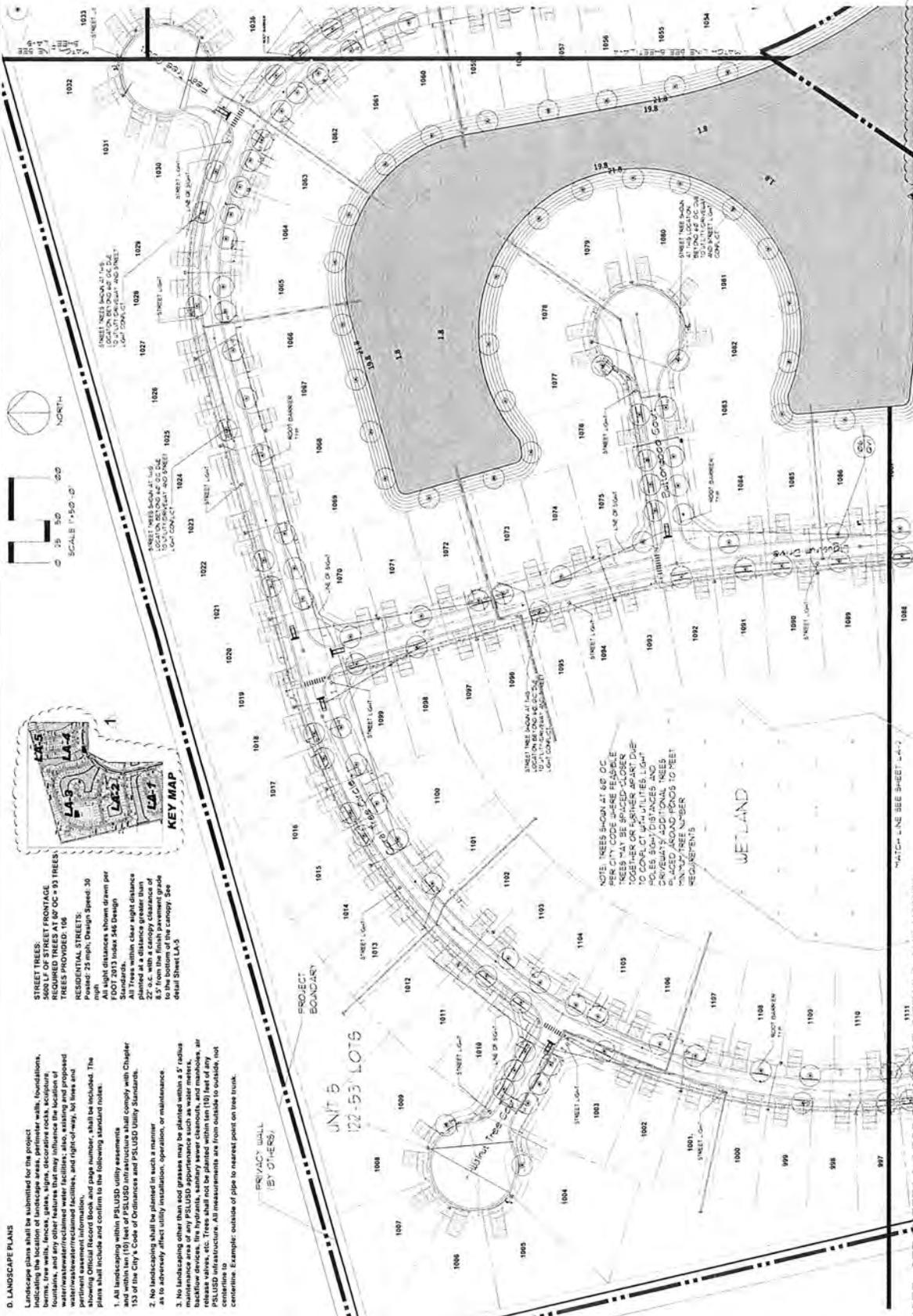
D. LANDSCAPE PLANS

Landscape plans shall be submitted for the project indicating the location of landscape areas, perimeter walls, foundations, fountains, and any other features that may influence the location of water/wastewater treatment facilities; also, existing and proposed landscape features, trees, and right-of-way, for tree and permit assessment information. All trees shall be shown on the plans showing Official Record Book and page number, shall be included. The plans shall include and confirm to the following standard notes:

1. All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall comply with Chapter 153 of the City & Code of Ordinances and PSLUSD Utility Standards.
2. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation, or maintenance.
3. No landscaping other than sod and grasses may be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meters, valves, manholes, etc. Trees shall not be planted within ten (10) feet of any PSLUSD infrastructure. All measurements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

STREET TREES:
 REQUIRED TREES AT 60' OC ± (93 TREES)
 TREES PROVIDED: 106
 Residential Streets:
 Planting: 25 mph, Design Speed: 30
 All right distances shown drawn per
 FDOT 2013 Inland S&B Design
 All trees shall be planted at a distance
 greater than 22' o.c. with a canopy clearance of
 10' to the bottom of the canopy. See
 detail Sheet LA-5

NOTE: NEES SIGN AT 60' OC PER CITY CODE WHERE FEASIBLE TREES MAY BE SPACED CLOSER TO CONFLICT WITH UTILITIES AND DRIVEWAY DISTANCES AND PLANTED AROUND POOLS TO MEET REQUIREMENTS



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DATE: 06/27/2013
 DRAWN BY: J. B. BROWN
 CHECKED BY: J. B. BROWN
 PROJECT NO: P16-077
 SHEET NO: LA-4

PROJECT: VITALA @ TRADITIONS, PHASE 4 UNITS 2-5
 CITY OF PORT ST. LUCIE, FLORIDA

JOB TITLE
 Street Tree Plan

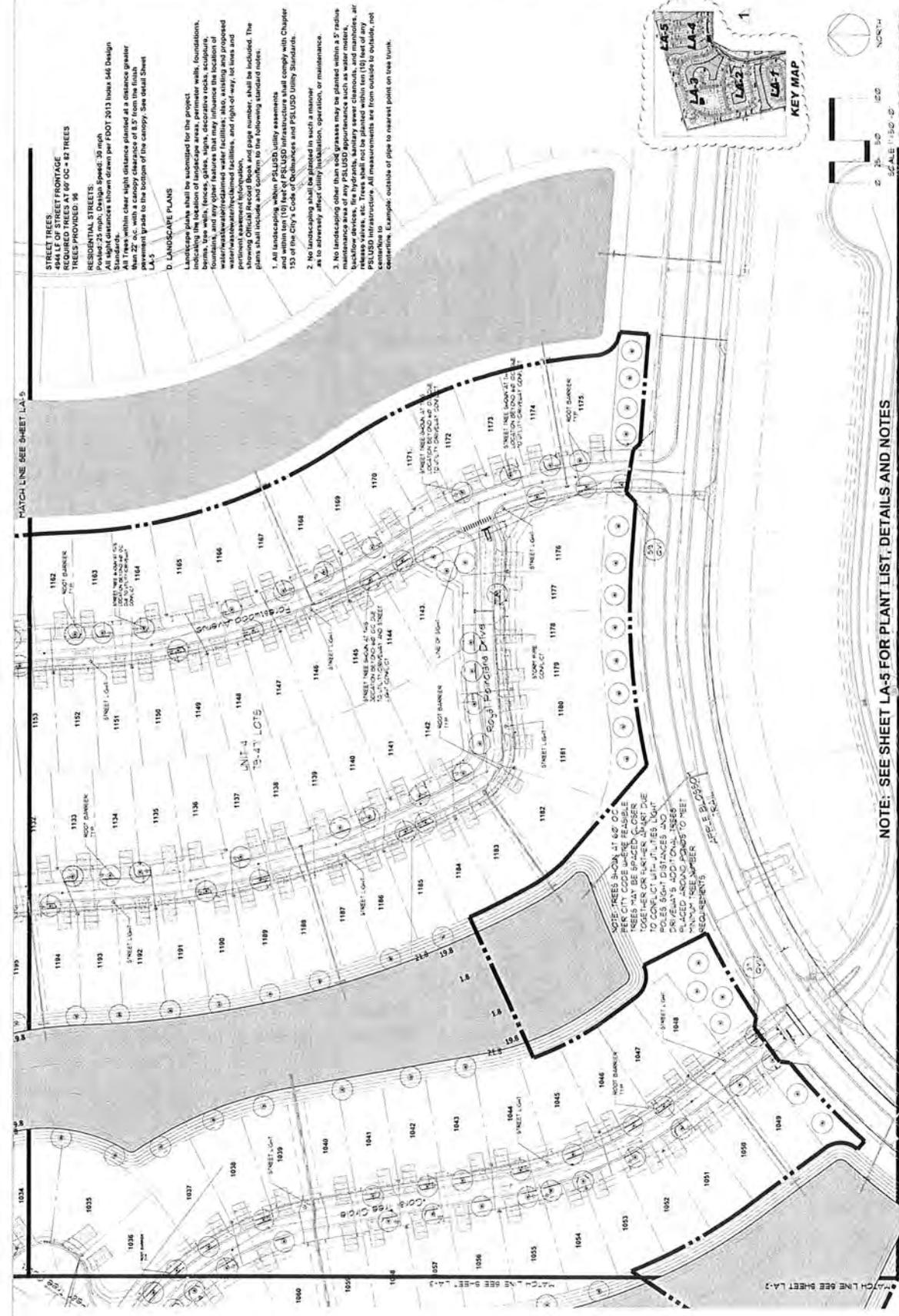
DESIGNER
 MELISSA A. KOYNES
 ARCHITECTURE

SCALE
 1" = 30'-0"

KEY MAP

LA-4

SHEET



STREET TREES:
 40% OF STREET FRONTAGE
 REQUIRED TREES AT 60' OC = 87 TREES
 TREES PROVIDED: 96

RESIDENTIAL STREETS:
 1. All trees shall be planted within the 25-foot right-of-way (ROW) shown on the site plan. All trees shall be planted within the ROW shown on the site plan. All trees shall be planted within the ROW shown on the site plan.

LANDSCAPE PLANS:
 Landscape plans shall be submitted for the project. The landscape plan shall include, but not be limited to, the following information: 1. Planting schedule, including species, quantity, and size. 2. Planting location, including grid lines and stationing. 3. Planting details, including root barrier, mulch, and irrigation. 4. Planting notes, including any special requirements or instructions.

NOTE: TREES SHOWN AT 60' OC ARE TO BE PLANTED TOGETHER OR FURTHER APART TO AVOID INTERFERENCE WITH UTILITY LIGHT POLES. SPACING AND PLACEMENT SHALL BE AS REQUIRED BY THE CITY OF PORT ST. LUCIE.

NOTE: SEE SHEET LA-5 FOR PLANT LIST, DETAILS AND NOTES

MATCH LINE SEE SHEET LA-3

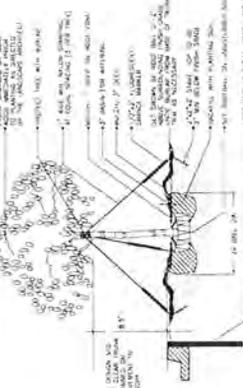
Scale: 1/8" = 1'-0"
 North Arrow
 Date: 11/15/17
 Project: VITALA @ TRADITIONS, PHASE 4 UNITS 2-5



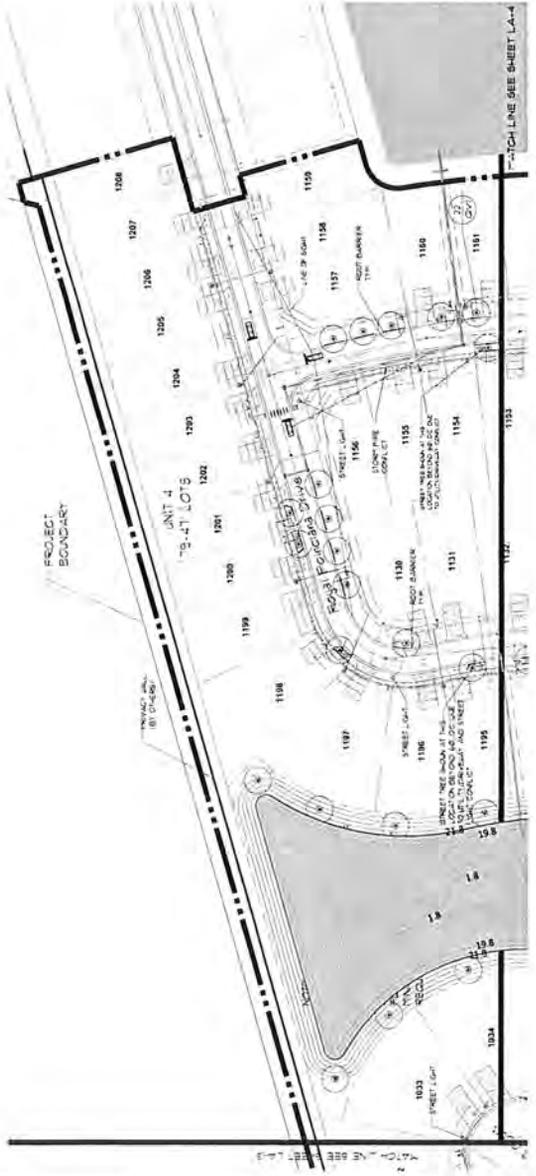
Plant List

QTY	SYMBOL	COMMON NAME	SCIENTIFIC NAME	HEIGHT	SPACING
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'
1	(Symbol)	FLORIDA PALM	WEDDING PALM	12-15'	12' x 12'

NOTE: ALL TREES SHALL BE MAINTAINED WITH LIMBS A MINIMUM OF 6' OFF THE GROUND TO ENSURE CLEAR LINES OF SIGHT.
 TREES ARE SPACED AT AN AVERAGE OF 50' O.C. FIELD TO AVOID UNDERGROUND UTILITIES AND DRIVEWAY APRONS.
 ALL TREES TO BE TRUCK WATERED FOR ESTABLISHMENT AND/OR UNTIL LOT IRRIGATION IS INSTALLED.
 ALL TREE PLANTINGS SHALL INCLUDE ROOT BARRIERS AS OUTLINED IN THE LANDSCAPE CODE SECTION 153.04 (D) (7) (K).



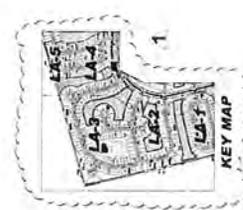
LARGE TREE PLANTING DETAIL
 (3" cal. and over)



D. LANDSCAPE PLANS
 Landscape plans shall be submitted for the project including all details for trees, shrubs, groundcover, benches, walls, fences, gates, signs, decorative rocks, sculptures, fountains, and any other features that may influence the location of water/sewer/reclaimed water facilities; also, existing and proposed utility lines, easements, and right-of-way, lot lines and pertinent assessment information. The plans shall include and conform to the following standard notes:
 1. All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall comply with Chapter 151 of the City & Code of Ordinances and PSLUSD Utility Standards.
 2. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation, or maintenance.
 3. No landscaping other than sod grasses may be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meters, release valves, etc. Trees shall not be planted within ten (10) feet of any PSLUSD infrastructure. All measurements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

STREET TREES:
 1554 LF OF STREET FRONTAGE
 1554 LF OF STREETS WITH 20' O.C. TREES
 1554 LF OF STREETS WITH 20' O.C. TREES
 6 TREES PLACED AT THE EDGE OF EXISTING POND 12, SEE SHEET LA-4

RESIDENTIAL STREETS:
 Posted: 25 mph; Design Speed: 30 mph
 All sight triangles shown drawn per FDOT 2013
 All trees within clear right distance planted at a distance greater than 22' o.c. with a canopy clearance of 10' above the canopy. See detail Sheet LA-5





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11C
Meeting Date: 10/24/2016

TO: Mayor and City Council

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

FROM: Patricia A. Tobin, AICP, Planning & Zoning Director 

Agenda Item: Resolution: Special Exception Use for a Drive-Through Restaurant
Port St. Lucie Properties, LLC (P16-125) 

Submittal Date: 10/11/2016

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

BACKGROUND: Sara Battle of Kimley-Horn and Associates, acting as the agent for Port St. Lucie Properties, LLC. is requesting a special exception use to allow a drive-through service for a freestanding restaurant in CG (General Commercial) zoning district per Section 158.124 (C) (12) of the Zoning Code.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Tom Mullin on 10/10/16.

NOTICE/ADVERTISING: The attached ad proof will be published in the October 14, 2016, Treasure Coast newspaper. Proof of publication will be provided to the City Clerk on October 14, 2016.

RECOMMENDATION: The Planning and Zoning Board recommended approval of the special exception use at their meeting on October 4, 2016, with 6 board members voting yes and 1 abstaining.

SPECIAL CONSIDERATION: NA

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

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: The property is located at the northeast corner of Port St. Lucie Boulevard and Yale Street, north of Darwin Boulevard.

ATTACHMENTS: staff report, maps, and conceptual site plan.

PT/TK

RECEIVED

OCT 13 2018

CITY MANAGER'S OFFICE

A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124 (C) (12) TO ALLOW DRIVE-THROUGH SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR A FREESTANDING RESTAURANT, LOCATED ON THE NORTHEAST CORNER OF PORT ST. LUCIE BOULEVARD AND YALE STREET, NORTH OF DARWIN BOULEVARD, AND LEGALLY DESCRIBED AS DARWIN PLAZA, LOT 5; (P16-125); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has been requested by Port St. Lucie Properties, LLC to grant a special exception use for drive-through service for a freestanding restaurant on property presently zoned CG (General Commercial); and legally described as Darwin Plaza, Lot 5; and

WHEREAS, the City Council determines that the granting of this special exception use is authorized by Section 158.255, et seq., and Section 158.124 (C) (12), Code of Ordinances, City of Port St. Lucie, and further that the granting of this special exception use will not adversely affect the public interest; and

WHEREAS, the subject application has been reviewed in accordance with Section 158.260, and meets the special exception use requirements as stipulated; and

WHEREAS, the Planning and Zoning Board, on October 4, 2016, recommended approval (P16-125); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City of Port St. Lucie hereby grants a special exception use to Port St. Lucie Properties, LLC, P16-125, to allow drive-through service for a free standing restaurant, pursuant to Section 158.255, et seq., and

RESOLUTION NO. 16-R81

Section 158.124 (C) (12) Code of Ordinances, City of Port St. Lucie, said special exception use is depicted on the conceptual plan which is hereby formally adopted and attached as Exhibit "A", to be located on the northeast corner of Port St. Lucie Boulevard and Yale Street, north of Darwin Boulevard, and legally described as Darwin Plaza, Lot 5.

Section 2. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 24th 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:

O. Reginald Osenton, City Attorney

Sales Rep: Linda Klein (T9103)

Phone: (772) 692-8966

Email: linda.klein@tcpalm.com

> Account Information

Date: 10/10/16
Account Number: 434020 (T11515278)
Name: CITY OF PORT ST LUCIE
Contact:
Email: Robyn Holder <RHolder@cityofpsl.com>
Address: 121 SW PORT ST LUCIE BLVD, PORT ST LUCIE, FL,
34984
Phone: (772) 344-4390 Fax: (000) 000-0000

> Insertion Information

This is a proof of your ad scheduled to run on the dates indicated below.
Please confirm placement prior to deadline by contacting your account rep at (772) 692-8966 .
Ad Id: 1308448 P.O. No.: Meeting: 10/24/16 Total Cost: \$154.44
Tag Line: Meeting: 10/24/16: 3 Resolutions
Start Date: 10/14/16 Stop Date: 10/14/16
Number of Times: 1 Class: 16250 - Public Notices
Publications: TC-TC News-Press-Tribune, TC-Internet tcpalm.com

Thank you for your business. Our commitment to a quality product includes the advertising in our publications. As such, Gannett reserves the right to categorize, edit and refuse certain classified ads. Your satisfaction is important. If you notice errors in your ad, please notify the classified department immediately so that we can make corrections before the second print date. The number to call is 877-247-2407. Allowance may not be made for errors reported past the second print date. The Treasure Coast Newspapers may not issue refunds for classified advertising purchased in a package rate; ads purchased on the open rate may be pro-rated for the remaining full days for which the ad did not run.

I agree this ad is accurate and as ordered.

NOTICE

A PUBLIC HEARING will be conducted before the CITY COUNCIL of the CITY OF PORT ST. LUCIE at a meeting beginning at 7:00 p.m., or as closely thereafter as business permits on October 24, 2016 in the City Council Chambers, Building A, located at 121 S.W. Port St. Lucie Blvd., in Port St. Lucie, Florida on the following:

A RESOLUTION (16-R72) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A DRIVE-THRU SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.

LEGAL DESCRIPTION: Section 18, Block 703, Lots 3, 4, 20 and 21

LOCATION: North side of Port St. Lucie Blvd., east of Wayne St, south of Chapman Ave. and west of Kail St.

APPLICANT: Thomas Engineering Group

FILE NUMBER: P16-100

A RESOLUTION (16-R30) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A DRIVE-THROUGH SERVICE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.

LEGAL DESCRIPTION: Lots 1, 2, 22 and 23, Block 703, Section 18

LOCATION: Northeast corner of Wayne Street and Port St. Lucie Boulevard

APPLICANT: Cornelison Engineering and Design, Inc.

FILE NUMBER: P16-87

A RESOLUTION (16-R81) TO GRANT A SPECIAL EXCEPTION USE TO ALLOW A DRIVE-THROUGH SERVICE AT A PROPOSED RESTAURANT IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT PER SECTION 158.124(C)(12) OF THE ZONING CODE.

LEGAL DESCRIPTION: Darwin Plaza, Lot 5

LOCATION: Northeast corner of Port St. Lucie Boulevard and Yale Street, North of Darwin Boulevard

APPLICANT: Sara Battle of Kimley-Horn Associates

FILE NUMBER: P16-125

Copies of the above Resolution have been placed on file in the City Clerk's Office and are available for public inspection Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Interested parties may appear at the meeting and be heard with respect to the proposed resolution. 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.



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

TO: PLANNING AND ZONING BOARD - MEETING OF OCTOBER 4, 2016

FROM: THRESIAMMA KURUVILLA, PLANNER *TK*

RE: PORT ST. LUCIE PROPERTIES, LLC
SPECIAL EXCEPTION APPLICATION FOR A DRIVE-THROUGH RESTAURANT
PROJECT NO. P16-125

DATE: SEPTEMBER 26, 2016

REQUESTED SPECIAL EXCEPTION: The requested special exception is to allow a drive-through service for a freestanding restaurant in CG (General Commercial) zoning district per Section 158.124 (C) (12) of the Zoning Code.

APPLICANT: Sara Battle of Kimley-Horn and Associates.

OWNER: Port St. Lucie Properties, LLC.

LOCATION: The property is located at the northeast corner of Port St. Lucie Boulevard and Yale Street, north of Darwin Boulevard.

LEGAL DESCRIPTION: Darwin Plaza, Lot 5.

SIZE: Lot 2 is 1.66 acres. The gross project size is 37.259 acres.

EXISTING ZONING: CG (General Commercial) zoning district

EXISTING USE: Vacant

PROPOSED USE: The applicant is proposing a 2,200 square foot freestanding fast food restaurant with a drive-through.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	ROI/RL	RS-2	Vacant lots and houses
S	CG	CG	Commercial building
E	U & RL	RS-2	Houses
W	ROI	P & RS-2	Vacant property

IMPACTS AND FINDINGS:

Evaluation of Special Exception Criteria (Section 158.260)

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

Applicant: The ingress and egress easements are proposed to be dedicated via plat.

Staff: The approved site plan for the Neighborhood Walmart shows the main access from Port St. Lucie Boulevard and a proposed traffic signal. Cross access to outparcels has been provided throughout the project. Staff feels that the proposed freestanding restaurant in Lot 2 has proper circulation and stacking for a drive-through service.

(B) Adequate off-street parking and loading areas may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

Applicant: Off-street parking is provided onsite to meet the code requirement.

Staff: Per Section 158. 221 (C) (16), the proposed restaurant is required to provide one (1) parking space per 75 square feet of gross floor area. The conceptual site plan shows the required and provided parking spaces as 30 (Exhibit A). The proposed drive-through restaurant is consistent with the proposed uses of surrounding commercial properties. As the conceptual site plan illustrates, adequate off-street parking is provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

Applicant: The utilities have been stubbed to the site.

Staff: The applicant's response adequately addresses this criterion. The City of Port St. Lucie Utility Systems Department will provide both potable water and sanitary sewer services to the property.

- (D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

Applicant: NA

Staff: The proposed development contains buffering and screening on the property and is consistent with the City Code requirements.

- (E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

Applicant: NA

Staff: All sign applications will be processed separately and according to the regulations outlined in the Chapter 155, Sign Code. All outdoor lighting shall be required to comply with the City Code requirements.

- (F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

Applicant: NA

Staff: The existing site has adequate yards and open space to properly serve the existing development and ensure compatibility with adjoining properties.

- (G) The use as proposed will be in conformance with all stated provisions and requirements of this chapter.

Applicant: Drive-through use is compatible with the CG zoning.

Staff: The requested Special Exception Use for a restaurant drive-through is in conformance with Sections 158.124 (C) (12) and 158.260 of the Zoning Code."

- (H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

Applicant: A drive-through restaurant will help the convenience of residents and workers in the city.

Staff: The applicant's response adequately addresses this criterion. The health, safety, welfare or convenience of surrounding residents or workers are not expected to be impaired by the proposed use of the subject property.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

Applicant: A drive-through restaurant will not be a nuisance or hazard.

Staff: Staff agrees with the applicant. The access to this restaurant is from an internal driveway as shown in the conceptual site plan. The proposed use of the restaurant is consistent with the surrounding commercial properties and will not constitute a nuisance or hazard to the adjacent compatible uses.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

Applicant: The adjoining properties are all commercial CG zoning, and this request will have no impact on their permitted uses.

Staff: Staff agrees with the applicant.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area, and would result in excessive disturbance or nuisance from the use altering the character of the neighborhood.

Staff: The applicant has acknowledged this.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including, but not limited to, reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Staff: The applicant has acknowledged this.

Compatibility with special exception criteria: As noted above, the proposed use is compatible with all of the special exception use criteria in CG (General Commercial Zoning District) as per section 158.124 (C) (12).

Notice to Property Owners: Notice was sent to all neighbors within a 750-foot radius.

STAFF RECOMMENDATION:

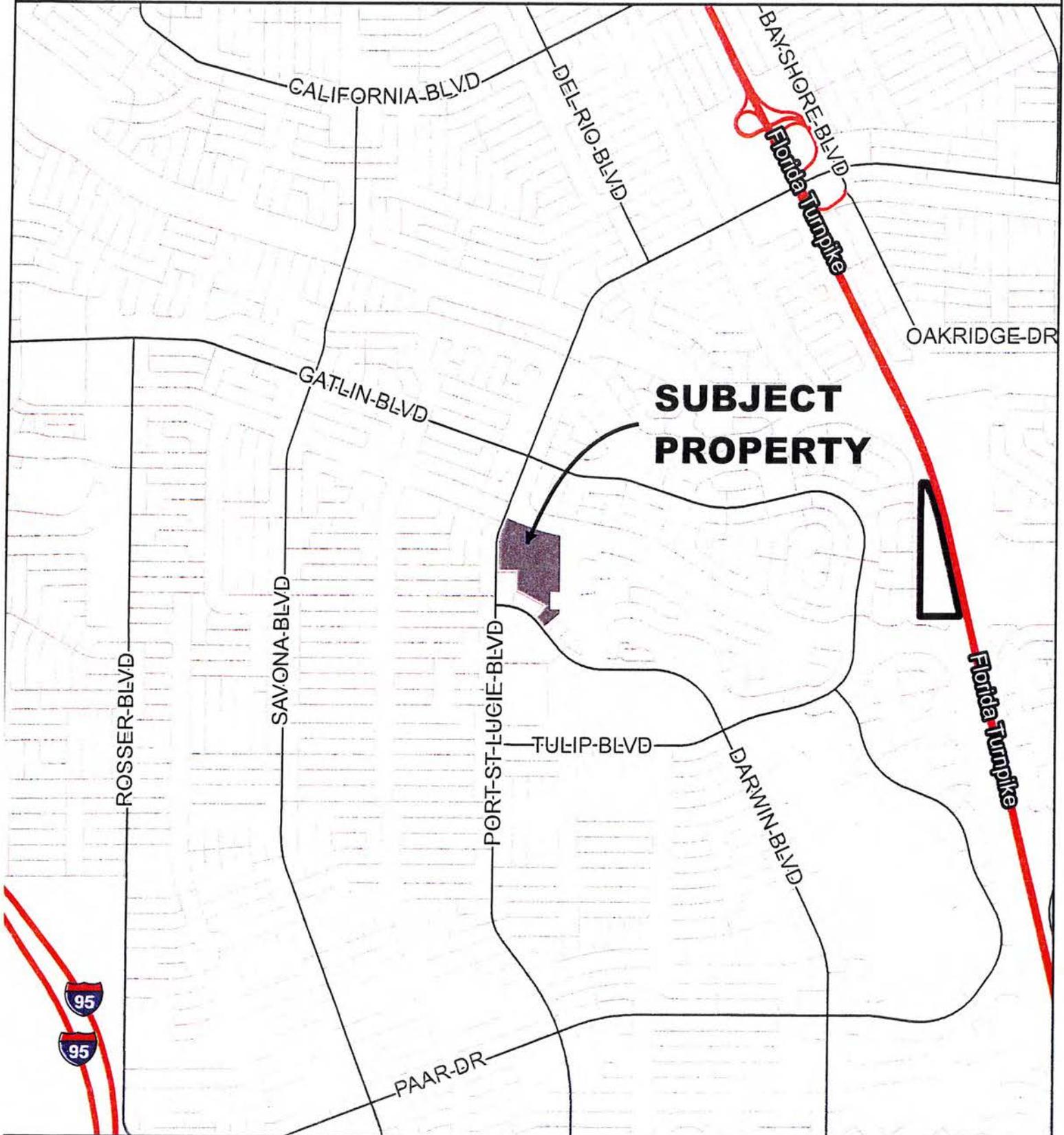
The Planning and Zoning Department staff finds the request to be consistent with special exception criteria, as stipulated in Section 158.260 of the Zoning Code, and recommends approval. The Site Plan Review Committee unanimously recommended approval of this project on 9/14/2016.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

GENERAL LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE
PORT ST. LUCIE PROPERTIES
DARWIN PLAZA, LOT 5

DATE:	8/4/2016
APPLICATION NUMBER:	P16-125
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE
PORT ST. LUCIE PROPERTIES

DARWIN PLAZA, LOT 5
AERIAL DATE 2014

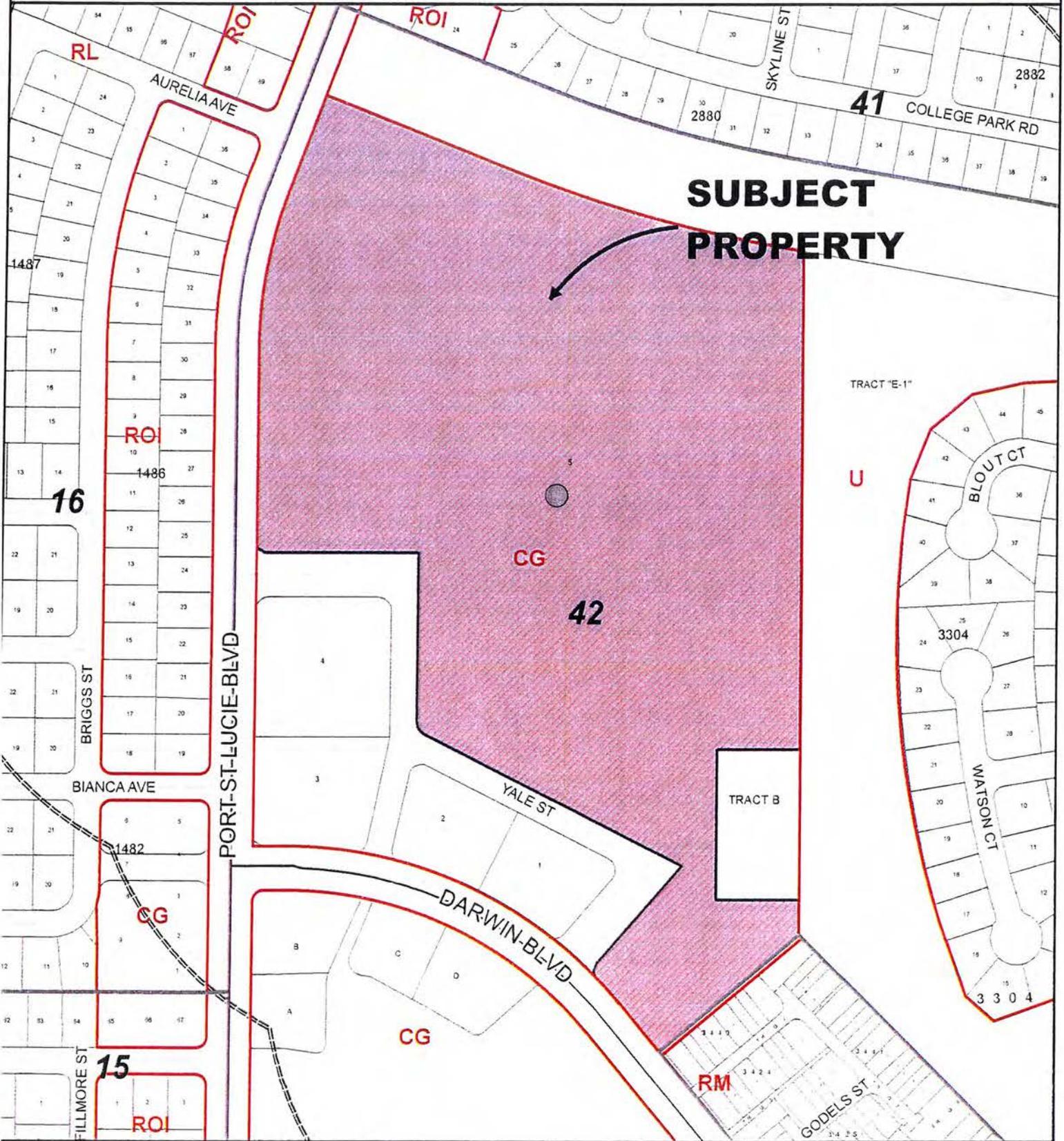
DATE: 8/4/2016

APPLICATION NUMBER:
P16-125

USER: patricias

SCALE: 1 in = 300 ft

FUTURE LAND USE

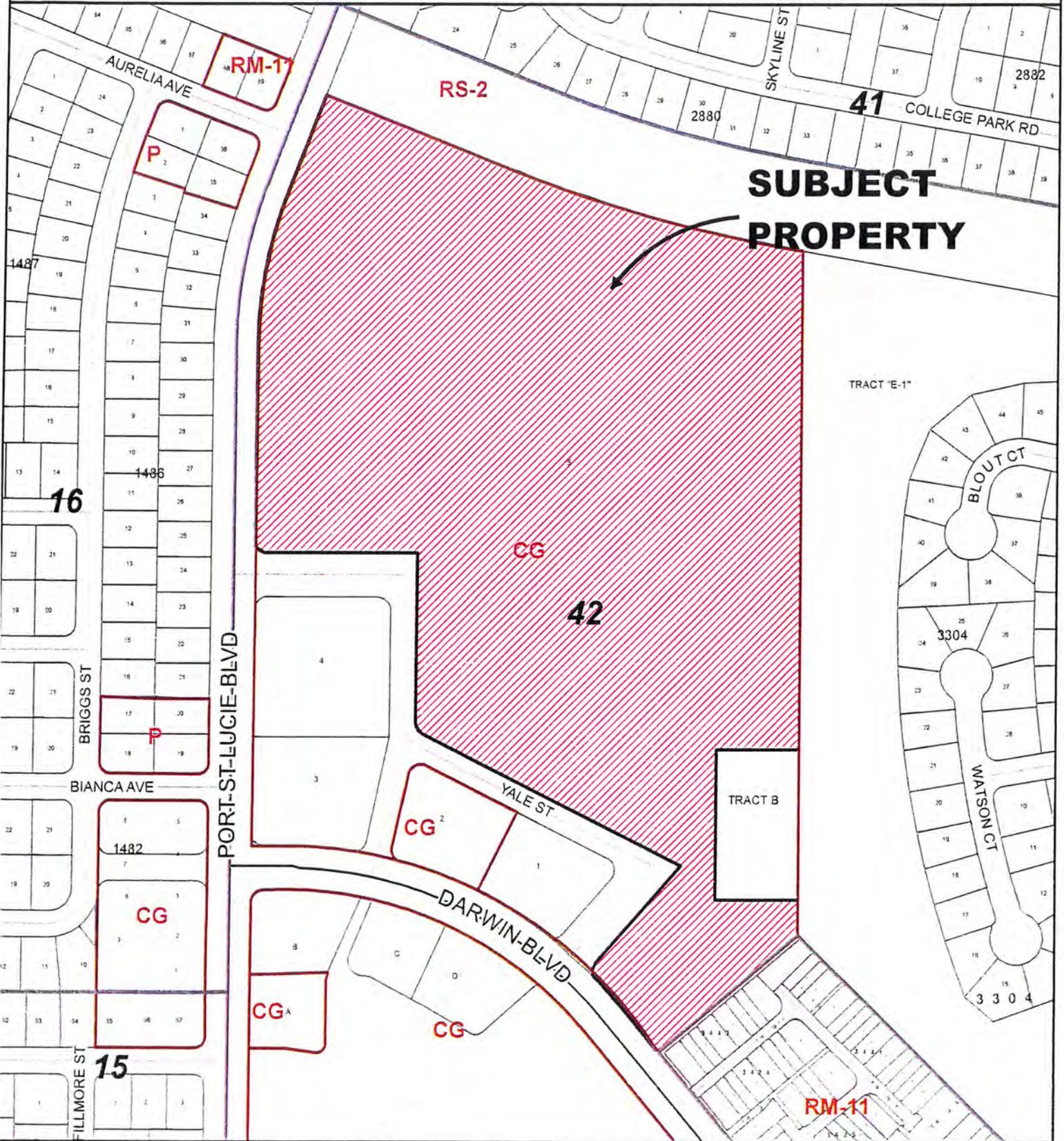


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE
PORT ST. LUCIE PROPERTIES
DARWIN PLAZA, LOT 5

DATE:	8/4/2016
APPLICATION NUMBER:	P16-125
USER:	patricias
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SPECIAL EXCEPTION USE
PORT ST. LUCIE PROPERTIES
DARWIN PLAZA, LOT 5

DATE:	8/4/2016
APPLICATION NUMBER:	P16-125
USER:	patricias
SCALE:	1 in = 300 ft

APPLICATION FOR SPECIAL EXCEPTION USE

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

FOR OFFICE USE ONLY

Planning Dept. P16-125
Fee (Nonrefundable) \$ 2,115.00
Receipt # 104526

Refer to "Fee Schedule" for application fee. Make check payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to being scheduled for the Site Plan Review Committee meeting or advertising for the Planning and Zoning Board meeting. **Attach two copies of proof of ownership (e.g., warranty deed, affidavit), lease agreement (where applicable), approved Concept Plan or Approved Site Plan, and a statement addressing each of the attached criteria.**

PRIMARY CONTACT EMAIL ADDRESS: sara.battles@kimley-horn.com

PROPERTY OWNER:

Name: Thomas Morrison - Port St. Lucie Properties, LLC
Address: 222 Lakeview Ave, PH5, West Palm Beach, FL 33401
Telephone No.: 561-832-6070 Fax No.: TJM222@me.com

APPLICANT (IF OTHER THAN OWNER, ATTACH AUTHORIZATION TO ACT AS AGENT):

Name: Sara Battles, P.E. - Kimley-Horn and Associates
Address: 445 24th Street, Suite 200, Vero Beach, FL 32960
Telephone No.: 772-794-4154 Fax No.: N/A

RECEIVED

JUL 27 2016

SUBJECT PROPERTY:

Legal Description: Darwin Plaza Lot 5 (or 3328-441)
Parcel I.D Number: 3420-714-0007-000-0
Address: SWC Port St. Lucie and Aurella Bays: N/A
Development Name: Proposed Sympatico Plaza Outparcels (Attach Sketch and/or Survey)
Gross Leasable Area (sq. ft.): 9400 Assembly Area (sq. ft.): N/A
Current Zoning Classification: CG SEU Requested: Drive-thru

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE FL

Please state, as detailed as possible, reasons for requesting proposed SEU (continue on separate sheet, if necessary):

Based on code, a drive-thru restaurant is not permitted in CG zoning. A proposed SEU is requested to allow a drive-thru for the proposed Dunkin Donuts since the site is currently zoned CG. The proposed Dunkin Donuts is an acceptable use in the CG classification, however, the drive-thru is not permitted.

Sara Battles

Signature of Applicant

Sara Battles

Hand Print Name

09-22-2016

Date

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\SEU\APPL (06/21/11)

SPECIAL EXCEPTION USES

The Planning and Zoning Board, and Zoning Administrator, may authorize the special exception use from the provisions of § 158.260. In order to authorize any special exception use from the terms of this chapter, the Planning and Zoning Board, or Zoning Administrator, will consider the special exception criteria in § 158.260 and consider your responses to the following when making a determination.

(A) Please explain how adequate ingress and egress will be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control, and access in case of fire or other emergency.

Ingress and egress easements are proposed to be dedicated via plat.

(B) Please explain how adequate off-street parking and loading areas will be provided, without creating undue noise, glare, odor or other detrimental effects upon adjoining properties.

Off-street parking is provided onsite to meet the code requirement.

(C) Please explain how adequate and properly located utilities will be available or will be reasonably provided to serve the proposed development.

Utilities have been stubbed to the site.

(D) Please explain how additional buffering and screening, beyond that which is required by the code, will be required in order to protect and provide compatibility with adjoining properties.

N/A

(E) Please explain how signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

N/A

(F) Please explain how yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

N/A

(G) Please explain how the use, as proposed, will be in conformance with all stated provisions and requirements of the City's Land Development Regulation.

Drive-thru use is compatible with the CG zoning.

(H) Please explain how establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the city.

A drive-thru will help the convenience of residents and workers in the city.

(I) Please explain how the proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity.

A proposed drive-thru restaurant will not be nuisance or hazard.

(J) Please explain how the use, as proposed for development, will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access, location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes or changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood.

The adjoining properties are all commercial CG zoning, and this request will have no impact on their permitted uses.

Sara Battles

Signature of Applicant

Sara Battles

Hand Print Name

09-22-2016

Date

PLEASE NOTE:

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

AGENT AUTHORIZATION FORM

RE: Applications for Permits and Approvals

TO: City of Port St. Lucie, South Florida Water Management District, Florida
Department of Environmental Protection

Port Saint Lucie Properties LLC (Owner) is in the process of developing a site (the "Site") located at the northeast corner of SW Port St. Lucie Blvd and SW Darwin Blvd in Port St. Lucie, Florida (Parcel ID 3420-714-0007-000-0). On behalf of the Owner, I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer") to act as agent for the purpose of obtaining permits and approvals related to the development of the Site.

In such capacity, the Engineer's authority is expressly limited to signing and delivering applications for permits and approvals that are related to the development of the Site, advancing nominal funds as are required to file such applications and to representation at meetings and hearings for the applications. The Engineer is not authorized to negotiate on Owner's behalf or to bind or obligate Owner's in any manner whatsoever, including without limitation accruing any obligations on Owner's behalf to pay for or construct improvements without additional authorization in writing.

Sincerely,



Thomas Morrison
Port Saint Lucie Properties LLC

By: _____

Name: THOMAS J. MORRISON

Title: PRESIDENT - OWNER

27.⁰⁰
14350.⁰⁰

Prepared by/Return to
Janis K. Cheezem, Esq.
Akerman LLP
One SE 3rd Avenue, Suite 2500
Miami, Florida 33131

PARCEL I.D. NO.:
3420-714-0007-000-0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 13 day of May, 2014, by FLORIDA COMMUNITY BANK, National Association, whose street address is 2500 Weston Road, Suite 300, Weston, FL 33331, hereinafter called the Grantor, to PORT SAINT LUCIE PROPERTIES, LLC, a Florida limited liability company, whose address is 222 Lakeview Avenue, P11-5 West Palm Beach, FL 33401, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Lucie County, Florida, more particularly described in the attached Exhibit "A" (the "Property").

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2014 and subsequent years and all matters of record, without the intention of reimposing same.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign Name: Maite Mendiola

Print Name: Maite Mendiola

FLORIDA COMMUNITY BANK, National Association

By: [Signature] (SEAL)
Larry Benton, Senior Vice President

Sign Name: Mahriah Tucker

Print Name: Mahriah Tucker

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of May, 2014, by Larry Benton, Senior Vice President of FLORIDA COMMUNITY BANK, National Association, in the capacity aforesated; such person is personally known to me or has produced _____ as identification and did not do so under oath.



MAITE MENDIOLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE210524
Expires 6/24/2016
My Commission Expires:

Sign Name: Maite Mendiola

Print Name: Maite Mendiola
Notary Public

Serial No. (none if blank): _____

[NOTARIAL SEAL]

Exhibit "A"
to
Special Warranty Deed
(Legal Description)

Lot 5, of DARWIN PLAZA, according to the Plat thereof, as recorded in Plat Book 38, Page 31, of the Public Records of St. Lucie County, Florida.

TITLE & FIRPTA AFFIDAVIT

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared Larry Benton, ("Affiant"), the Senior Vice President of FLORIDA COMMUNITY BANK, NATIONAL ASSOCIATION ("FCB"), who after being by me first duly sworn, deposes and states as follows:

1. FCB, is the fee simple owner of a portion of the real property (collectively referred to hereinafter as the "Property"), described in Schedule A of Stuart Title Guaranty Company Commitment No. 20140218 (the "Commitment") and is this day selling all right, title and interest in and to the Property described in Exhibit A attached hereto and made a part hereof, to PORT SAINT LUCIE PROPERTIES, LLC, a Florida limited liability company, (the "Purchaser").
2. There is no person, firm or corporation presently entitled to claim a lien against said Property for any work, labor or materials furnished by or at the direction of FCB to the Property nor any lien for any municipal charges or violations, utilities or otherwise, within the ninety (90) days immediately prior to the date hereof.
3. FCB is in exclusive possession of the Property.
4. There are no judgments against FCB in any state or federal court remaining unpaid and there are no unpaid taxes or special assessments of any nature in favor of governmental taxing authorities which are now or might become a lien or claim upon said Property except for real estate taxes and non ad valorem special assessments assessed against the Property for calendar years subsequent to 2013, and those matters of record set forth on Schedule B-II of the Commitment.
5. There is no bankruptcy or insolvency proceeding pending in any state or federal court by or against FCB.
6. Affiant specifically states that there are no lawsuits or administrative proceedings pending or to Affiant's knowledge, threatened, against FCB that could give rise to a lien that would attach to the property between April 8, 2014, at 8:00 a.m., the effective date of the Commitments, and the recording of the deed to be insured in favor Purchaser and affirms that FCB has not and will not execute any instrument that would adversely affect the interest to be insured in accordance with the Commitments during the so called "gap period" between the effective date of the Commitment and the date of transfer of the Property.

7. This Affidavit is given for the purpose of inducing Stewart Title Guaranty Company, by and through its agent Akerman LLP, to issue an owner's policy of title insurance in favor of Purchaser and for the purpose of inducing Purchaser to purchase the Property described in the Commitment.

8. Section 1445 of the Internal Revenue Code (the "Code") provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a "foreign person" (as defined in the Code. For U.S. tax purposes (including Section 1445 of the Code), the direct owner of an entity, which has legal title to a U.S. real property interest under local law, that is a disregarded entity will be the transferor (seller) of the property and not the disregarded entity, unless that direct owner is itself a disregarded entity. To inform the transferee (buyer) that withholding of tax is not required upon the disposition of a U.S. real property interest by FCB, the undersigned party or parties hereby make the following certifications:

a. FCB is not a disregarded entity as defined in Treasury Regulation §1.1445-2(b)(2)(iii);

b. FCB is not a foreign corporation, foreign partnership, foreign trust, foreign estate or nonresident alien individual for purposes of U.S. income taxation (as those terms are defined in the Code and the Treasury Regulations thereunder);

c. FCB is not a foreign persons within the meaning of the above described Treasury Regulations or Code;

d. FCB's federal employer identification number is: 27-1732978;

e. FCB's mailing address is 2500 Weston Road, Suite 300, Weston, FL 33331;

f. Affiant is making this Affidavit pursuant to the provisions of Section 1445 of the Code in connection with the conveyance of the Property, by FCB to Purchaser, which conveyance constitutes the disposition by the owners of a United States real property interest, for the purpose of establishing that Purchaser is not required to withhold tax pursuant to Section 1445 of the Code in connection with such disposition; and

g. Affiant acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Purchaser, that this Affidavit is made under penalty of perjury, and that any false statement made herein could be punished by fine, imprisonment or both.

FURTHER AFFIANT SAYETH NOT.

(remainder of page intentionally blank)

(title affidavit signature page)



Larry Benton as Senior Vice President of
FLORIDA COMMUNITY BANK, NATIONAL
ASSOCIATION

Sworn to and subscribed before me this 13 day of May, 2014, by Larry Benton, as Senior Vice President of FLORIDA COMMUNITY BANK, NATIONAL ASSOCIATION, who is personally known and who did take and oath.



MAITE MENDIOLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE210524
Expires 6/24/2016



Notary Public,
State of Florida

My commission expires:

Exhibit A
The Property

Lot 5, of DARWIN PLAZA, according to the Plat thereof, as recorded in Plat Book 38, Page 31, of the Public Records of St. Lucie County, Florida.

August 3, 2016

Dunkin Donuts
Darwin Plaza Lot 5
SWC Port St. Lucie and Aurelia
Port St. Lucie, FL

**Re: Drive-Through Stacking Analysis
P16-110**

Dear Mr. Cuffy:

Kimley-Horn and Associates, Inc. has conducted an analysis on an existing Dunkin Donuts drive-thru, located at 9009 20th St., Vero Beach, FL 32966, to determine the normal peak queue length for this type of use. This analysis provides the required data of an existing store in operation on the stacking required for the proposed Dunkin Donuts under the City of Port St. Lucie Project #P16-110.

Introduction

The proposed site plan includes a 2,200 square foot drive-through Dunkin Donuts restaurant. The zoning for his location is CG which does not permit a drive-thru. A Special Exceptions Use Application is currently in process with the City of Port St. Lucie to allow for this drive-thru.

On-Site Queuing

On-site drive thru queues were observed during peak hours on August 2, 2016. The average and maximum queues experienced during this time period are listed in Table 1 below. The queue length was measured from the pick-up window to the back of the queue.

Table 1 - Drive Through Queue Lengths (Total Average and Maximum)		
Time Period	Average Queue	Maximum Queue
6:00 AM - 9:00 AM	6	9

The data collected during the peak drive-thru period are provided at the end of this report in Table 2.

As indicated in Table 1, the average queues experienced on site did not exceed six vehicles. The maximum queue experienced on site was nine vehicles during the morning peak hour. It should be noted that only twice during the three hours of observation did the queue extend to nine vehicles. The next longest queue was eight vehicles, experienced four times in the three hours of observation. When these larger queues occurred, the vehicles from the Dunkin Donuts site queued into the adjacent roadway on the West side of the restaurant.



Based on the review of the proposed site plan, the average stacking of six cars can be accommodated for within in the proposed drive-thru. The length of the proposed drive-thru lane is approximately 85 feet. The maximum stacking of nine cars can be accommodated on site.

Conclusion

The proposed site plan includes a 2,200 square foot Dunkin Donuts restaurant. Queues at an existing Dunkin Donuts were observed on a Tuesday morning during the peak drive-thru times. Based on the observations, the average queue was six vehicles, and the maximum queue was nine vehicles, observed only twice during the peak drive-thru period.

The queues for the proposed site are not expected to be significantly different than the observed existing queues.

In conclusion, based on the results of this study, the anticipated stacking in the Dunkin Donuts drive-thru will be accommodated on site. If you have any questions regarding this analysis, please feel free to contact me at (772) 794-4154.

Sincerely,

A handwritten signature in blue ink that reads "Sara Battles".

Sara Battles, P.E.

KIMLEY-HORN AND ASSOCIATES, INC.

Time	Queue Lengths		
	Pickup Window	Menu Board	Total
6:00	2	2	4
6:05	0	0	0
6:10	2	3	5
6:15	2	3	5
6:20	3	4	7
6:25	2	4	6
6:30	2	4	6
6:35	2	3	5
6:40	3	2	5
6:45	3	3	6
6:50	3	3	6
6:55	2	1	3
7:00	2	1	3
7:05	1	1	2
7:10	3	3	6
7:15	2	3	5
7:20	4	4	8
7:25	4	4	8
7:30	2	3	5
7:35	3	4	7
7:40	4	4	8
7:45	4	3	7
7:50	4	4	8
7:55	3	3	6
8:00	3	2	5
8:05	3	4	7
8:10	3	6	9
8:15	4	5	9
8:20	3	3	6
8:25	2	2	4
8:30	1	1	2
8:35	3	3	6
8:40	3	2	5
8:45	1	1	2
8:50	2	2	4
8:55	3	3	6
9:00	1	2	3

Item 7C.

Ajoy Kumar Guha

A.D.Schleifmühle 50
28203 Bremen
Germany
Tel.: 0421/324138
Fax: 0421/324138

October 03, 2016

RECEIVED
OCT - 4 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL.

City of Port St. Lucie
Planning & Zoning Department
121 S.W. Port St. Lucie Blvd.
Port Dt. Lucie, Florida 34984-5099

Subj.: drive through service for a restaurant (P16-125)

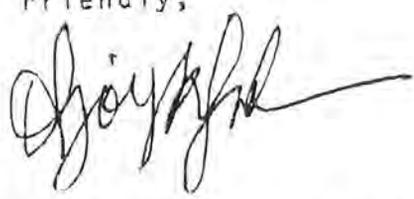
Dear Madams,
Dear Sirs,

Generaly I have got no objection. Such as restaurant ,
parking place, pharmacy, etc. all these we need nearby.
But all these should not take overrun.

We are living in a time of unrest and the time going
faster and the people want the life easygoing. Nobbdy
want to walk or to drive faraway from their home, which
cost time and also nobody has time.

All these services are very useful to us, at least I
feel so. Not but least I wish a good public hearing.

Friendly,



Location: 406 SW GODELS ST
Parcel Iddentification# 4419-502-0021-000-2
Legal Description: Villas of Windmill Point II
Blk 3424 Lot 21 (OR 749-1270)



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____ 11D
Meeting Date: October 24, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager 

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

Agenda Item: Resolution: Tradition Plat No. 75 – Final Subdivision Plat Application (P16-077) 

Submittal Date: 10/12/2016

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

BACKGROUND: Through this subdivision application, Vitalia @ Tradition is creating 153 single family lots, eight (8) open space tracts (OST), and two (2) storm water management tracts. This plat will also be creating several road rights-of-way to provide access to these lots.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on October 12, 2016.

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of this final subdivision plat application on June 8, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: This property is located on the west side of Apple Blossom Trail, north of Silverwood Avenue in the northwest quadrant of the Vitalia @ Tradition Subdivision. Apple Blossom Trail is the loop road in the Vitalia @ Tradition Subdivision. Vitalia @ Tradition is located on the northwest corner of Westcliffe Lane and Village Parkway.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED

OCT 13 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R82

A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT FOR TRADITION PLAT NO. 75 (THE FINAL PLAT WITH CONSTRUCTION PLANS), P16-077, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VITALIA AT TRADITION, LLC; OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Vitalia at Tradition, LLC, to approve and accept the final plat and construction plans titled Tradition Plat No. 75 within the City of Port St. Lucie, Florida; and

WHEREAS, there are private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area by the developer; and

WHEREAS, a performance guarantee covering the cost of the improvements has been submitted to the City; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on June 8, 2016, recommended approval of the construction drawings and the final plat (P16-077).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the final plat titled Tradition Plat No. 75, P16-077, within the City of Port St. Lucie, Florida, said plat being offered by Vitalia at Tradition, LLC, as owners and title holders of said property, and as prepared by Brian K. Hefner, P.S.M. as designated on the attached said Plat.

RESOLUTION NO. 16-R82

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 24th 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:

O. Reginald Osenton, City Attorney



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

TO: CITY COUNCIL - MEETING OF OCTOBER 24, 2016
FROM: JOHN FINIZIO, PLANNER *J.F.*
RE: VITALIA @ TRADITION PLAT 75
FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-077
DATE: JANUARY 21, 2016

PROPOSED PROJECT: Through this subdivision application, Vitalia @ Tradition is creating 153 single family lots, eight (8) open space tracts (OST), and two (2) storm water management tracts. This plat will also be creating several road rights-of-way to provide access to these lots.

This area encompasses a portion of the only remaining unplatted area within the Vitalia @ Tradition subdivision.

APPLICANT: Carnahan Proctor & Cross Inc. The authorization letter is attached to the staff report.

OWNER: Vitalia at Tradition, LLC.

LOCATION: Located on the west side of Apple Blossom Trail, north of Silverwood Avenue in the northwest quadrant of the Vitalia @ Tradition Subdivision. Apple Blossom Trail is the loop road in the Vitalia @ Tradition Subdivision. Vitalia @ Tradition is located on the northwest corner of Westcliffe Lane and Village Parkway.

LEGAL DESCRIPTION: A portion of Section 5, Township 37 South, Range 39 East.

SIZE: Approximately 41.90 acres.

EXISTING ZONING: Tradition MPUD (Master Planned Unit Development).

EXISTING USE: Vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	NCD	MPUD	Vacant
S	NCD	MPUD	Platted residential lots
E	NCD	MPUD	Platted residential lots
W	NCD	MPUD	Unplatted and vacant

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The staff review indicates that this project will generate approximately 1538 daily vehicle trips, 116 a.m. peak hour trips, and 154 p.m. peak hour trips (ITE, Land Use Code 210, Single Family Detached Housing) on the roads adjacent to the project (Apple Blossom Trail and several neighborhood roads within the platted area). Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

This project should not have an adverse effect on transportation level of service for the adjacent roadways. Roadway level-of-service and traffic conditions within Tradition are monitored through the Tradition Development of Regional Impact (DRI).

Parks/Open Space: The Tradition DRI Development Order required the developer to submit a subdivision plat that includes access and identification of a 100 acre property to the City of Port St. Lucie to be used as an active recreation park site. This condition has already been satisfied.

Storm Water: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: There is no upland habitat preservation required for this property. The upland habitat preservation requirements for the Tradition DRI are addressed in the DRI development order.

Public School Concurrency Analysis: As identified in the Tradition Development Order; a plan for the provision of necessary school facilities concurrent with the development of the residential portion of the Tradition DRI was submitted and approved by the City of Port St. Lucie and the St. Lucie County School Board. School facilities are available to serve the projected demand in accordance with the approved plan.

Other: This project has also been reviewed for consistency with the Tradition DRI for all Development Order requirements. There are no outstanding conditions that would prevent this project from moving forward.

Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Parks and Recreation, Public Buildings and Law Enforcement Impact Fee Ordinances. Please note that additional impact fees may be due to St. Lucie County.

RELATED PROJECTS:

P15-118 Tradition Plat No. 75 Preliminary Subdivision Plat Application. This application was for a total of 354 lots, 16 open space tracts, three storm water management tracts, and several road rights-of-way to provide access. This application was approved by City Council on February 8, 2016.

P15-124 Tradition Plat No. 74 Final Subdivision Plat Application. This application created 45 single family residential lots, several open space tracts, and a storm water management tract. This application was approved by City Council on November 23, 2015.

P15-059 Tradition Plat No. 74 Preliminary Subdivision Application. This application identified 45 single family lots, several open space tracts (OST) adjacent to an existing storm water management tract, and several road rights-of-ways for access. This application was approved by City Council on June 22, 2015.

P12-166 Tradition Plat No. 72 Vitalia @ Seasons Preliminary Plat Application. This application is creating a total of 39 residential lots, while creating Cypress Wood Court and Vitalia Court to provide access for these lots. This application was approved by City Council on February 14, 2014.

P12-147 Seasons @ Tradition/Rec. Ctr. Preliminary and Final Subdivision Plat Application. This application subdivided the existing recreational tract into two (2) parcels, where the new proposed recreational facility will be located on one of these parcels, Lot 2, and single family residential lots will be platted on the other, Lot 1. This application was approved by City Council on March 25, 2013.

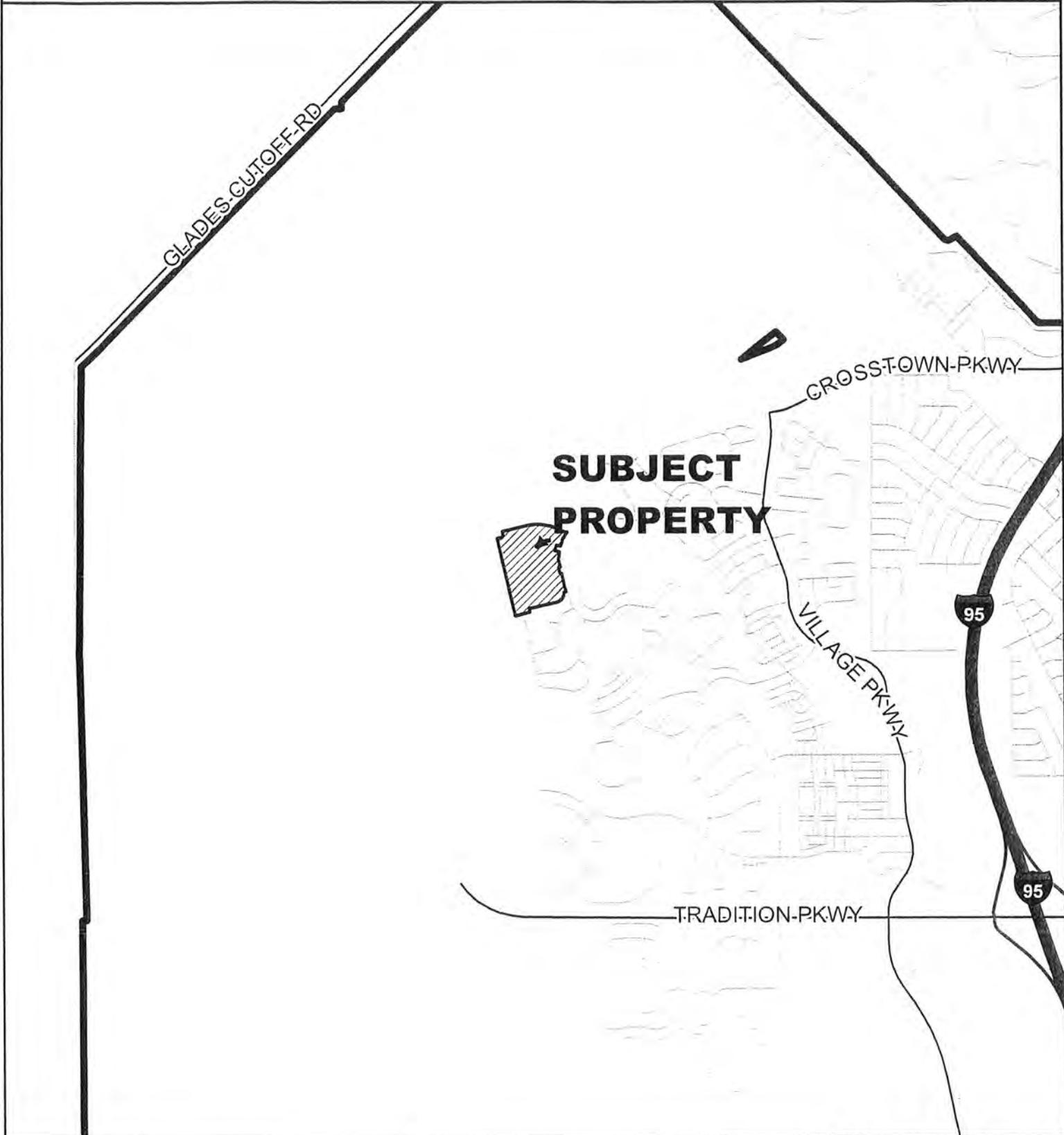
P12-080 Tradition Plat No. 52 Apple Blossom Trail Extension, Preliminary Subdivision Plat Application. This application established the right-of-way for the extension of Apple Blossom Trail and permitted the construction of the roadway. This application was approved by City Council on October 22, 2012.

P12-068 Seasons @ Tradition PUD Concept Plan Amendment. This application consisted of identifying a new model center within the Seasons @ Tradition development with a temporary parking lot to service the model home row. This application was approved by the Site Plan Review Committee on June 13, 2012.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved policies of the City's Comprehensive Plan, and the City's Subdivision Code. The Site Plan Review Committee reviewed the request on June 8, 2016 and recommended approval.

GENERAL LOCATION



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E

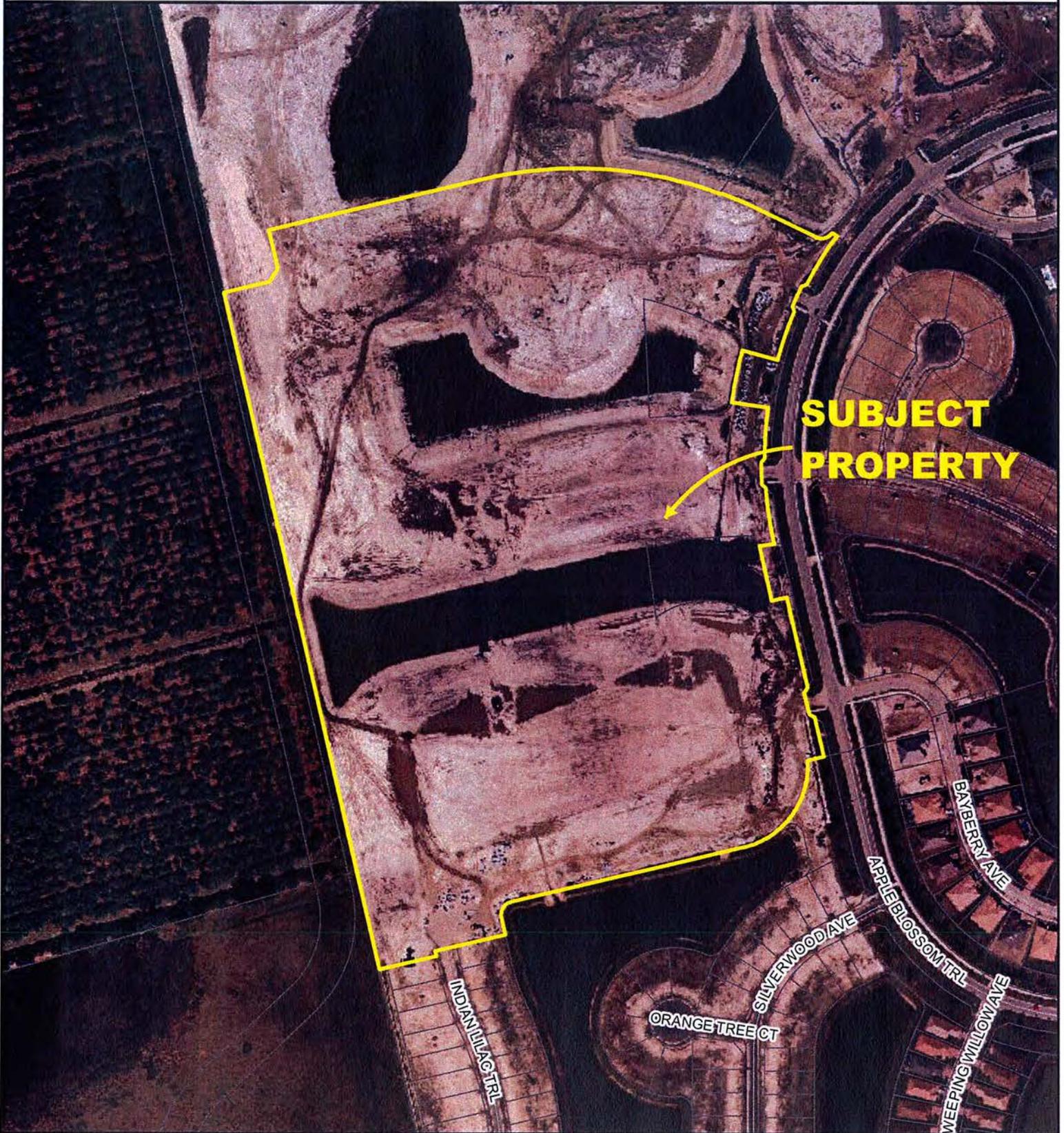
DATE: 10/12/2016

APPLICATION NUMBER:
P16-077

USER: JFinizio

SCALE: 1 in = 0.5 miles

AERIAL

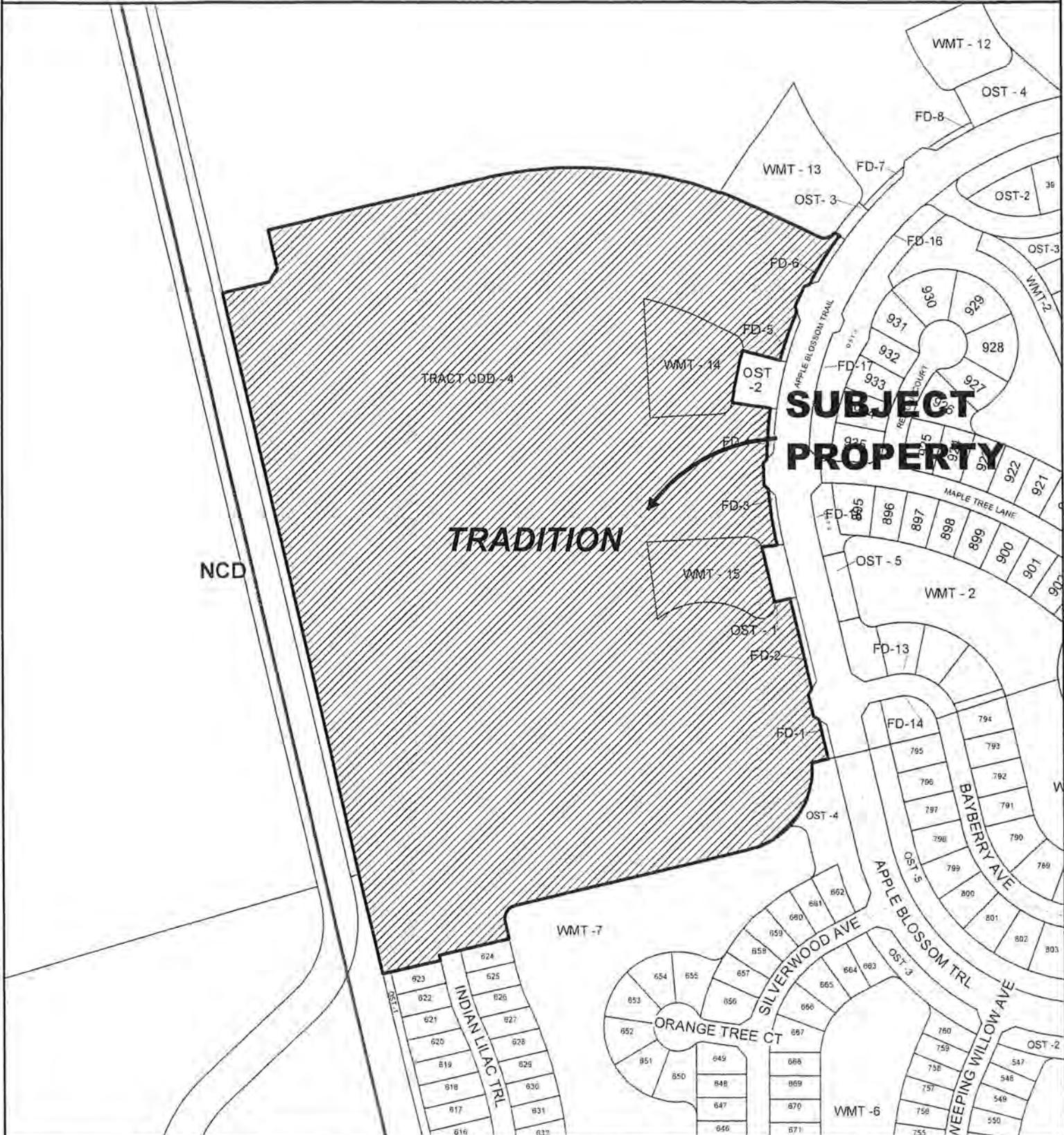


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E
AERIAL DATE 2014

DATE:	10/12/2016
APPLICATION NUMBER:	P16-077
USER:	JFinizio
SCALE:	1 in = 300 ft

FUTURE LAND USE

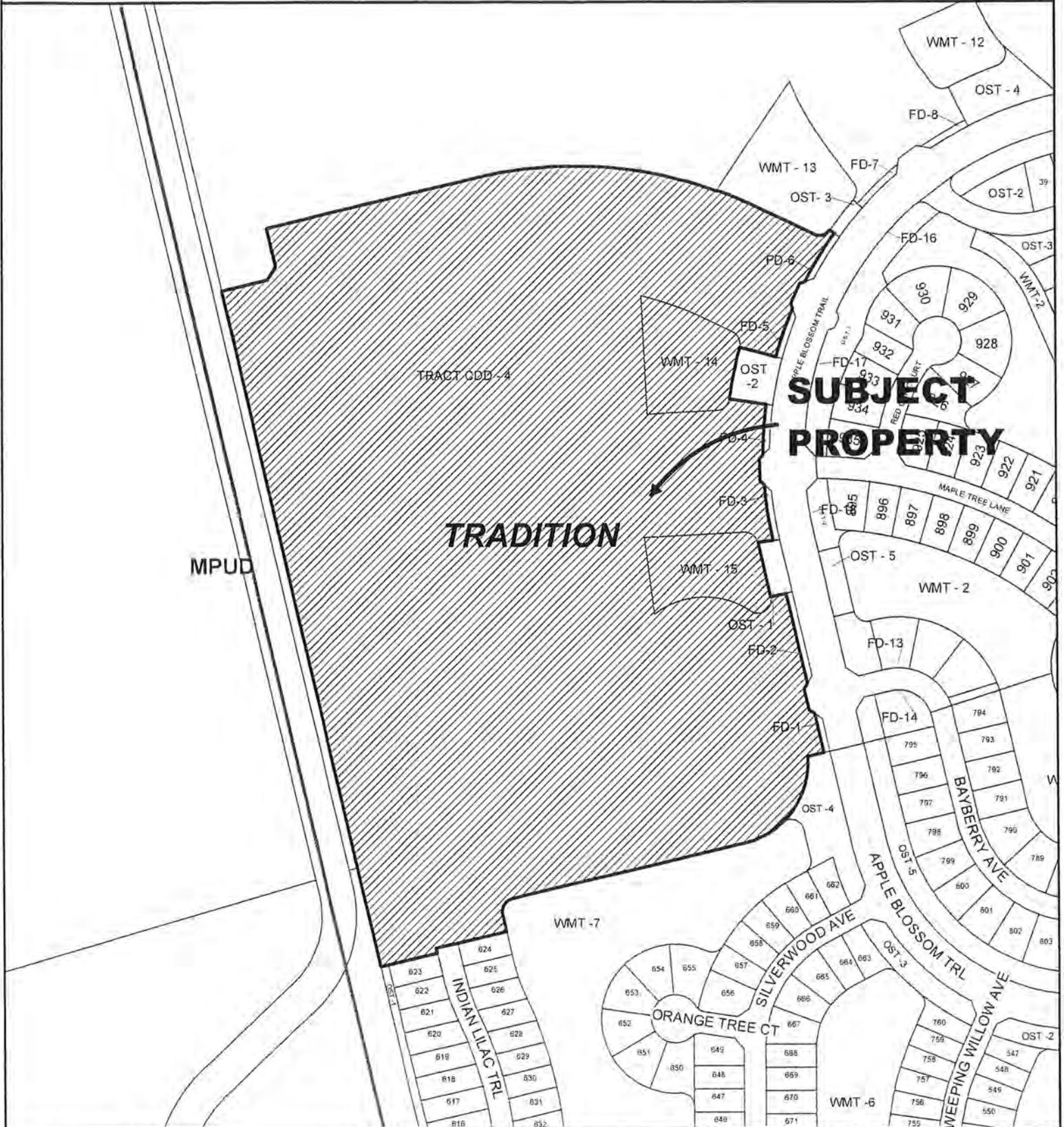


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E

DATE:	10/12/2016
APPLICATION NUMBER:	P16-077
USER:	JFinizio
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

FINAL SUBDIVISION PLAT
VITALIA @ TRADITION
SECTION 5, TOWNSHIP 37 S, RANGE 39 E

DATE	10/12/2016
APPLICATION NUMBER	P16-077
USER	JFinizio
SCALE	1 in = 300 ft

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. 1716-077
Fee (Nonrefundable)\$ 3,535.00
Receipt # 76826

PRIMARY CONTACT EMAIL ADDRESS: brian.hefner@carnahan-proctor.com

PROJECT NAME: Vitalia at Tradition Phase 4 Units 2 and 3

LEGAL DESCRIPTION: See Attached

LOCATION OF PROJECT SITE: NHorthwest corner of Vitalia. North of Tradition Plat No. 35

PROPERTY TAX I.D. NUMBER: 4304-344-0002-000-6

CIRCLE ONE: PRELIMINARY **FINAL** PRELIMINARY & FINAL

PROPOSED USE: Residential

GROSS SQ. FT. OF STRUCTURE(S): _____

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: 153 Units

UTILITIES & SUPPLIER: Water & Sewer - PSLU

GROSS ACREAGE & SQ. FT. OF SITE: ~~99.048/4,314,509~~ 41.896/1,824,989

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY: Tony Iorio — Avatar Seasons, LLC
NAME, ADDRESS, TELEPHONE & FAX NO. 2420 South Lakemont Ave, Suite 300, Orlando, FL 32814
407-933-5000

APPLICANT OR AGENT OF OWNER: Brian Hefner - Carnahan, Proctor and Cross
NAME, ADDRESS, TELEPHONE & FAX NO. 604 Courtland Street, Suite 100, Orlando, FL 32804
PH: 407-960-5980 FAX: 407-960-5983

PROJECT ARCHITECT/ENGINEER: Brian K. Hefner, P.S.M.
(FIRM, ENGINEER OF RECORD) Carnahan, Proctor and Cross, Inc.

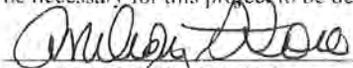
FLORIDA REGISTRATION NO., CONTACT PSM # 5370
PERSON, ADDRESS, PHONE & FAX No.) SAA

RECEIVED
SEP 13 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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


OWNER'S SIGNATURE

Anthony S. Iorio
Vice President
HAND PRINT NAME TITLE

4/28/16
DATE



5323 Millenia Lakes Blvd., Suite 200 ▪ Orlando, Florida, 32839 ▪ Telephone 407-933-5000

January 8, 2016

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida, 34984

Re: Vitalia at Tradition

To Whom It May Concern:

I hereby authorize Tony Reddeck of Carnahan, Proctor and Cross, Inc. to act as agents on our behalf in the matter of applying for approvals from the City of Port St. Lucie for the Vitalia at Tradition project.

As our agent, Mr. Reddeck is authorized to sign applications and receive and respond to comments related to applications and approvals for the projects referenced above.

Sincerely,

Anthony Iorio
Vice President
Avatar Properties Inc. d/b/a AV Homes, Inc.
(Parent company of Avatar Seasons, LLC, and Seasons at Tradition, LLC)

State of FLORIDA
County of ORANGE

The foregoing instrument was acknowledged before me this 8 day of January, 2016 by Anthony S. Iorio as Vice President for Avatar Properties, Inc. a Florida Corporation, who is personally known to me or who had produced a Florida Driver's License or _____ as identification, and who certifies that he is authorized to bind this corporation.

(Notary Seal)



TAMI DELGADO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088061
Expires 1/30/2018

Printed Name: Tami Delgado

My Commission Expires: 1/30/18

Prepared by:
Steven L. Daniels, Esq.
Amstein & Lehr LLP
515 N. Flagler Drive, 6th Floor
West Palm Beach, FL 33401

Folio Number:

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(Space Above This Line For Recording Data)

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 22 day of Sept, 2009 between OREGO CORP., an Ohio Corporation which transacts business in Florida as "OREGO CORP. of OHIO", whose post office address is Mailcode OH-01-27-0504, 127 Public Square, Cleveland, Ohio 44114-1306, Attention: Michael V. Lugli ("Grantor") and AVATAR SEASONS, LLC, a Florida limited liability company, whose address is 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134 ("Grantee");

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

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

See Exhibit A attached hereto and incorporated herein. ("The Property")

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

This conveyance is SUBJECT to matters set forth on Exhibit "B" attached hereto and incorporated herein.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that, subject to the matters set forth above, the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but not otherwise.

8687515.1
COPY

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

Signed, sealed and delivered in our presence:

[Signature]
Signature of Witness
Frank Wu
Printed Name of Witness

[Signature]
Signature of Witness
Miluska Fowler
Printed Name of Witness

OREO CORP., an Ohio corporation which transacts business in Florida as "OREO CORP. OF OHIO"
BY: [Signature]
Printed Name
Its: DESIGNATED SIGNER

BY: [Signature]
Printed Name
Its: DESIGNATED SIGNER

STATE OF (California)
COUNTY OF (Orange)) ss:

Executed pursuant to authority contained in Certificate recorded of even date herewith.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Aram A. Poladian, Jr. as Designated Signer of OREO Corp. an Ohio corporation, and by Brooks Benjamin as Designated Signer of OREO Corp., an Ohio corporation, which transacts business in Florida as "OREO CORP. OF OHIO", who are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 7th day of September, 2009.

[Signature]
Notary Public
Christine J Flores
Typed, printed or stamped name of Notary Public



8587515.1
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Exhibit "A"
Legal Description

A PARCEL OF LAND LYING IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ONE QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO LYING ON THE WEST LINE OF THE PLAT OF PORT ST. LUCIE SECTION THIRTY FIVE, RECORDED IN PLAT BOOK 15, PAGES 10, 10A THROUGH 10P, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE NORTH $00^{\circ}35'12''$ EAST AS A BASIS OF BEARINGS ALONG THE EAST LINE OF SAID SECTION 4 AND THE SAID WEST LINE OF PORT ST. LUCIE SECTION THIRTY FIVE, A DISTANCE OF 2833.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4 AND THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH $72^{\circ}10'58''$ WEST DEPARTING SAID CORNER, A DISTANCE OF 2776.65 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1550.00 FEET AND TO THE POINT OF BEGINNING (THE RADIUS POINT OF SAID CURVE BEARS SOUTH $06^{\circ}33'21''$ WEST FROM THIS POINT), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ}19'18''$, AN ARC DISTANCE OF 522.70 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $64^{\circ}07'21''$ EAST ALONG SAID LINE, A DISTANCE OF 62.54 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1465.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH $85^{\circ}46'05''$ WEST FROM THIS POINT); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}16'33''$, AN ARC DISTANCE OF 288.31 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $07^{\circ}02'38''$ WEST ALONG SAID LINE, A DISTANCE OF 1147.21 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $10^{\circ}12'14''$, AN ARC DISTANCE OF 213.71 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE SOUTH $86^{\circ}50'24''$ WEST ALONG SAID LINE, A DISTANCE OF 34.53 FEET; THENCE SOUTH $27^{\circ}42'24''$ WEST, A DISTANCE OF 53.20 FEET; THENCE SOUTH $38^{\circ}38'24''$ WEST, A DISTANCE OF 37.98 FEET; THENCE SOUTH $44^{\circ}31'27''$ WEST, A DISTANCE OF 95.92 FEET; THENCE SOUTH $83^{\circ}17'42''$ WEST, A DISTANCE OF 34.91 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1400.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH $81^{\circ}04'17''$ EAST FROM THIS POINT); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE, THROUGH A CENTRAL ANGLE OF $11^{\circ}13'17''$, AN ARC DISTANCE OF 274.19 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $20^{\circ}08'59''$ EAST ALONG SAID LINE, A DISTANCE OF 224.12 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2760.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH $20^{\circ}16'26''$ EAST FROM THIS POINT); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $37^{\circ}42'52''$, AN ARC DISTANCE OF 1816.74 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $32^{\circ}00'42''$ WEST ALONG SAID LINE, A DISTANCE OF 798.53 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $51^{\circ}22'15''$, AN ARC DISTANCE OF 52.00 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $106^{\circ}52'20''$, AN ARC DISTANCE OF 214.51 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $25^{\circ}43'50''$, AN ARC DISTANCE OF 31.44 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 182.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $29^{\circ}46'14''$, AN ARC DISTANCE OF 94.57 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE NORTH $57^{\circ}59'18''$ WEST ALONG SAID LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH $32^{\circ}00'42''$ WEST, A DISTANCE OF 666.94 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $69^{\circ}12'41''$, AN ARC DISTANCE OF 1534.12 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH $78^{\circ}46'37''$ WEST ALONG SAID LINE, A DISTANCE OF 112.72 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1430.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $19^{\circ}39'30''$, AN ARC DISTANCE OF 490.63 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH $81^{\circ}33'53''$ WEST ALONG SAID LINE, A DISTANCE OF 86.74; THENCE NORTH $13^{\circ}12'00''$ WEST, A DISTANCE OF 1897.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF GROVE 3; THENCE CONTINUE NORTH $13^{\circ}12'00''$ WEST DEPARTING SAID SOUTH LINE, A DISTANCE OF 2322.76 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID GROVE 3; THENCE NORTH $74^{\circ}03'19''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 2476.84 FEET TO THE NORTHEAST CORNER OF SAID GROVE 3; THENCE NORTH $13^{\circ}31'07''$ EAST DEPARTING THE BOUNDARY OF SAID GROVE 3, A DISTANCE OF 14.05 FEET;

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THENCE NORTH 74°14'30" EAST, A DISTANCE OF 2543.44 FEET; THENCE NORTH 76°04'00" EAST, A DISTANCE OF 272.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

TRACTS O.S.T. 1 THROUGH O.S.T. 12, INCLUSIVE; TRACT PR-28; LOTS 56, 57, 60, 61, 63, 67, 113, 115, 116, 117, 118, 119, 120, 122, 127, 130, 138, 145, 151, 164, 165, 167, 168, 169, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 207, 217, 218, 219, 220, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 236, 237, 242, 247, 257, 258, 259, 265, 266, 267, 270, 271, 272, 273, 274, 277, 278, 285, 295, 296, 297, 306, 307, 308, 311, 316, 317, 321, 323, 324, 326, 327, 329, 336, 337, 338, 340, 352; TRADITION PLAT NO. 28, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE AND TRACT PR-13, TRADITION PLAT NO. 22, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 18 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. AND TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE, AND TRACT PR-35, TRADITION PLAT NO. 35, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 1 THROUGH 14, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT

ALL WATER MANAGEMENT TRACTS AS SHOWN ON THE FOLLOWING PLATS - TRADITION PLAT NO. 28, RECORDED IN PLAT BOOK 45, PAGE 24; TRADITION PLAT NO. 22, RECORDED IN PLAT BOOK 46, PAGE 18; TRADITION PLAT NO. 35, RECORDED IN PLAT BOOK 52, PAGE 1 AND TRADITION PLAT NO. 40, RECORDED IN PLAT BOOK 54, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO DESCRIBED AS :

ALL OF TRADITION PLAT NO. 22, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 18 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE AND TRACT PR-13, AND ALL WATER MANAGEMENT TRACTS.

ALL OF TRADITION PLAT NO. 28, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS LOTS 56, 57, 60, 61, 63, 67, 113, 115, 116, 117, 118, 119, 120, 122, 127, 130, 138, 145, 151, 164,

165, 167, 168, 169, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185,
186, 207, 217, 218, 219, 220, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233,
234, 236, 237, 242, 247, 257, 258, 259, 265, 266, 267, 270, 271, 272, 273, 274,
277, 278, 285, 295, 296, 297, 306, 307, 308, 311, 316, 317, 321, 323, 324, 326,
327, 329, 336, 337, 338, 340, 352;

TRACTS O.S.T. 1 THROUGH O.S.T. 12, INCLUSIVE, TRACT PR-28, AND ALL
WATER MANAGEMENT TRACTS.

ALL OF TRADITION PLAT NO. 35, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 52, PAGES 1 THROUGH 14, INCLUSIVE, OF THE
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS TRACTS O.S.T.-1
THROUGH O.S.T.-6, INCLUSIVE, AND TRACT PR-35, AND ALL OF WATER
MANAGEMENT TRACTS

ALL OF TRADITION PLAT NO. 40, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 54, PAGES 1 THROUGH 3, INCLUSIVE, OF THE
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS ALL OF WATER
MANAGEMENT TRACTS.

TOGETHER WITH PROPOSED PHASE 4 DESCRIBED AS FOLLOWS,: A PARCEL OF
LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST,
ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF TRADITION PLAT NUMBER
28, RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38 OF THE PUBLIC
RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, FOR A POINT OF BEGINNING,
AND RUNNING THENCE ALONG THE WESTERLY BOUNDS OF SAID TRADITION
PLAT 28 THE FOLLOWING 13 COURSES AND DISTANCES;

1. SOUTH 15°52'47" EAST A DISTANCE OF 32.17 FEET;
2. SOUTH 15°56'41" EAST A DISTANCE OF 115.00 FEET;
3. SOUTH 74°03'19" WEST A DISTANCE OF 69.89 FEET;
4. SOUTH 15°56'41" EAST A DISTANCE OF 50.00 FEET;
5. NORTH 74°03'19" EAST A DISTANCE OF 20.00 FEET;
6. SOUTH 15°56'41" EAST A DISTANCE OF 115.00 FEET;
7. SOUTH 74°03'19" WEST A DISTANCE OF 23.07 FEET TO A POINT OF
CURVATURE; THENCE
8. SOUTHWESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET,
CENTRAL ANGLE 82°58'29", AN ARC DISTANCE OF 43.45 FEET TO A POINT OF
REVERSE CURVATURE; THENCE
9. SOUTHERLY ALONG A CURVE TO THE
RIGHT OF RADIUS 1140.00 FEET, CENTRAL ANGLE 07°10'36", AN ARC
DISTANCE OF 142.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE
10. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 610.00 FEET,
CENTRAL ANGLE 32°13'10", AN ARC DISTANCE OF 343.02 FEET TO A POINT OF
REVERSE CURVATURE; THENCE

11. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 640.00 FEET, CENTRAL ANGLE 29°25'27" AN ARC DISTANCE OF 328.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE

12. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 81°07'28" AN ARC DISTANCE OF 42.48 FEET TO A POINT OF TANGENCY; THENCE

13. SOUTH 04°20'16" WEST A DISTANCE OF 130.00 FEET TO A POINT IN THE NORTHERLY BOUNDS OF TRADITION PLAT NUMBER 40, RECORDED IN PLAT BOOK 54 AT PAGES 1 THROUGH 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE NORTH 85°39'44" WEST ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 262.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 760.00 FEET, CENTRAL ANGLE 15°14'57", AN ARC DISTANCE OF 202.27 FEET TO A POINT OF NON RADIAL INTERSECTION WITH THE WESTERLY BOUNDS OF PLAT 40 REFERRED TO ABOVE, WHICH POINT BEARS NORTH 10°54'40" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE MENTIONED; THENCE ALONG THE BOUNDS OF SAID PLAT 40 THE FOLLOWING 5 COURSES AND DISTANCES;

1. SOUTH 04°13'06" WEST A DISTANCE OF 447.83 FEET; THENCE
2. SOUTH 23°39'43" EAST A DISTANCE OF 75.02 FEET TO POINT OF CURVATURE; THENCE

3. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 500.00 FEET, CENTRAL ANGLE 45°16'55", AN ARC DISTANCE OF 395.16 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE, WHICH POINT BEARS SOUTH 21°03'22" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE DESCRIBED; THENCE

4. SOUTH 28°31'20" WEST A DISTANCE OF 159.05 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 37°39'32" EAST FROM THIS LAST DESCRIBED POINT;

5. THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG A CURVE TO RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 70°01'53", AN ARC DISTANCE OF 207.79 FEET TO POINT IN THE NORTHERLY BOUNDS OF TRADITION PLAT NUMBER 35, RECORDED IN PLAT BOOK 52 AT PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDS OF SAID PLAT 35 THE FOLLOWING 14 COURSES AND DISTANCES;

1. SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 105°51'00", AN ARC DISTANCE OF 314.06 FEET TO A POINT OF TANGENCY;

2. THENCE SOUTH 48°13'21" WEST A DISTANCE OF 252.07 FEET TO A POINT OF CURVATURE; THENCE

3. SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 125°11'43" AN ARC

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DISTANCE OF 371.46 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE, WHICH POINT BEARS SOUTH 83°25'04" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE DESCRIBED; THENCE

4. SOUTH 72°15'58" WEST A DISTANCE OF 290.61 FEET TO A POINT OF CURVATURE; THENCE

5. SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 75.00 FEET, CENTRAL ANGLE 04°32'02", AN ARC DISTANCE OF 5.93 FEET TO A POINT OF TANGENCY; THENCE

6. SOUTH 13°12'00" EAST A DISTANCE OF 26.32 FEET; THENCE

7. SOUTH 76°48'00" WEST A DISTANCE OF 297.60 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 86°17'18" WEST FROM THIS LAST DESCRIBED POINT; THENCE

8. SOUTHWESTERLY AND WESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 190.00 FEET, CENTRAL ANGLE 80°30'42", AN ARC DISTANCE OF 266.99 FEET TO A POINT OF TANGENCY; THENCE

9. SOUTH 76°48'00" WEST A DISTANCE OF 546.85 FEET TO A POINT OF CURVATURE; THENCE

10. SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY; THENCE

11. SOUTH 13°12'00" EAST A DISTANCE OF 39.58 FEET; THENCE

12. SOUTH 76°48'00" WEST A DISTANCE OF 165.00 FEET; THENCE

13. SOUTH 13°12'00" EAST A DISTANCE OF 11.77 FEET; THENCE

14. SOUTH 76°48'00" WEST A DISTANCE OF 135.00 FEET TO THE NORTHWEST

CORNER OF THE ABOVE MENTIONED PLAT NUMBER 35; THENCE NORTH 13°12'00" WEST A DISTANCE OF 2549.61 FEET TO A POINT IN THE NORTHERLY BOUNDS OF GROVE 3 TRACT AS DESCRIBED IN OFFICIAL RECORDS BOOK 383 AT PAGE 1059, THENCE NORTH 74°03'19" EAST ALONG SAID NORTHERLY BOUNDS A DISTANCE OF 2476.84 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 13°31'07" EAST, DEPARTING SAID NORTHERLY BOUNDS, A DISTANCE OF 14.05 FEET; THENCE NORTH 74°14'30" EAST A DISTANCE OF 18.57 FEET TO POINT OF BEGINNING.

COPY

EXHIBIT "B"

PERMITTED EXCEPTIONS

- COPY**
- (a) Provisions of the Plat of Tradition Plat No. 28, recorded in Plat Book 45, Page 24 of the Public Records of St. Lucie County, Florida.
 - (b) Provisions of the Plat of Tradition Plat No. 22, recorded in Plat Book 46, Page 18 of the Public Records of St. Lucie County, Florida.
 - (c) Provisions of the Plat of Tradition Plat No. 35, recorded in Plat Book 52, Page 1 of the Public Records of St. Lucie County, Florida.

- (d) Provisions of the Plat of Tradition Plat No. 40, recorded in Plat Book 54, Page 1 of the Public Records of St. Lucie County, Florida.
- (e) The terms, provisions and conditions contained in that certain Interlocal Agreement recorded in Book 1518, Page 2469, and District Development Interlocal Agreement recorded in Book 1525, Page 866.
- (f) The terms, provisions and conditions contained in that certain Annexation and Development Agreement recorded in Book 1648, Page 2879.

- COPY**
- (g) The terms, provisions and conditions contained in that certain Agreement to Dedicate Community Infrastructure recorded in Book 1659, Page 2439.
 - (h) The terms, provisions and conditions contained in that certain Community Charter for Tradition recorded in Book 1700, Page 868, as affected by: Book 1965, Page 1624.

- (i) The terms, provisions and conditions contained in Resolution 03-R67, Constituting a Development Order by the City of Port St. Lucie recorded as Exhibit "A" to the Notice of Adoption of the Development Order for the Tradition Development of Regional Impact recorded in Book 1810, Page 1990, as affected by: Book 1853, Page 2387.
 - (j) The terms, provisions and conditions contained in that certain Declaration of Consent to Imposition of Special Assessments recorded in Book 1881, Page 2114.
- COPY**

(k) Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in Book 1958, Page 1412, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(l) Easement granted to Florida Power & Light Company by instrument recorded in Book 2350, Page 1753.

(m) Declaration of Restrictions and Protective Covenants for Seasons at Tradition, which contains provisions for a private charge or assessments, recorded in Book 2493, Page 1369, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(n) The terms, provisions and conditions contained in that certain Notice of Establishment of the Tradition Community Development District No. 5 recorded in Book 2685, Page 699.

(o) The terms, provisions and conditions contained in that certain Access and Exclusive Utility Easement recorded in Book 2813, Page 2810.

(p) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2735.

(q) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2746.

(r) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2756 as re-recorded in Book 3029, Page 371.

(s) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2770.

(t) The lien of taxes and assessments for the year 2009 and all subsequent years, which are not yet due and payable.

(u) Easement Agreement by A. Duda & Sons to D & M Indian River Groves recorded in Book 383, Page 1074, as it relates to Exhibit "A" of said easement agreement.

-2-
COPY

BOARD OF
COUNTY
COMMISSIONERS



PROPERTY
ACQUISITION
DIVISION

March 20, 2015

Robert Pinthieve Jr., P.E., Project Engineer
Carnahan, Proctor and Cross, Inc.
604 Courtland Street, Suite 101
Orlando, Florida 32804

RECEIVED

SEP 23 2016

PLANNING DEPARTMENT
CITY OF PIERCE, ST. LUCIE, FL

RE: Street Naming – Vitalia at Tradition

Dear Mr. Pinthieve:

Thank you for your email dated March 18, 2015, requesting street names for Vitalia @ Tradition. In reviewing the proposed street names, we have decided:

1. Cypresswood Circle – Cypress Wood Court already exists. Please make another selection.
2. Marigold Avenue – Reserved for your use.
3. Orange Tree Circle – Orange Tree Court already exists. Please make another selection.
4. Maple Tree Lane – Reserved for your use.
5. Rose Apple Court – Reserved for your use.
6. Ligustrum Drive – Reserved for your use .
7. Walnut Tree Circle – Reserved for your use.
8. Pear Tree Court – Reserved for your use.
9. Forrestwood Avenue – Reserved for your use.
10. Paradise Palm Circle – Paradise Palm already reserved for another project. Please make another selection.
11. Pineapple Court – Pineapple Lane already exists. Please make another selection.

Please contact me at rileyj@stlucieco.org or (772) 462-2825 if you have any questions.

Sincerely,

JoAnn Riley
Property Acquisition Manager

cc: County Attorney
County Engineer
County Surveyor
Planning & Development Services - Joyce Braun
Public Safety - Carolyn Dill-Collier
Property Acquisition Division/file

S:\ACQ\WP\Street Names\Vitalia @ Tradition.docx

BOARD OF
COUNTY
COMMISSIONERS



PROPERTY
ACQUISITION
DIVISION

April 22, 2015

David Pocius, P.E.
Senior Project Engineer
Carnahan, Proctor and Cross, Inc.
604 Courtland Street, Suite 101
Orlando, Florida 32804

RE: Street Naming – Vitalia at Tradition

Dear Mr. Pocius:

Thank you for your emails requesting additional street names for Vitalia @ Tradition. In reviewing the proposed street names, we have decided:

1. Buttonwood – Reserved for your use.
2. Trumpet Tree – Reserved for your use.
3. Red Oak – Reserved for your use.
4. Coral Tree – Reserved for your use.

Please contact me at rileyj@stlucieco.org or (772) 462-2825 if you have any questions.

Sincerely,

JoAnn Riley
Property Acquisition Manager

cc: County Attorney
County Engineer
County Surveyor
Planning & Development Services – Janet Merkt
Public Safety - Carolyn Dill-Collier
Property Acquisition Division/file

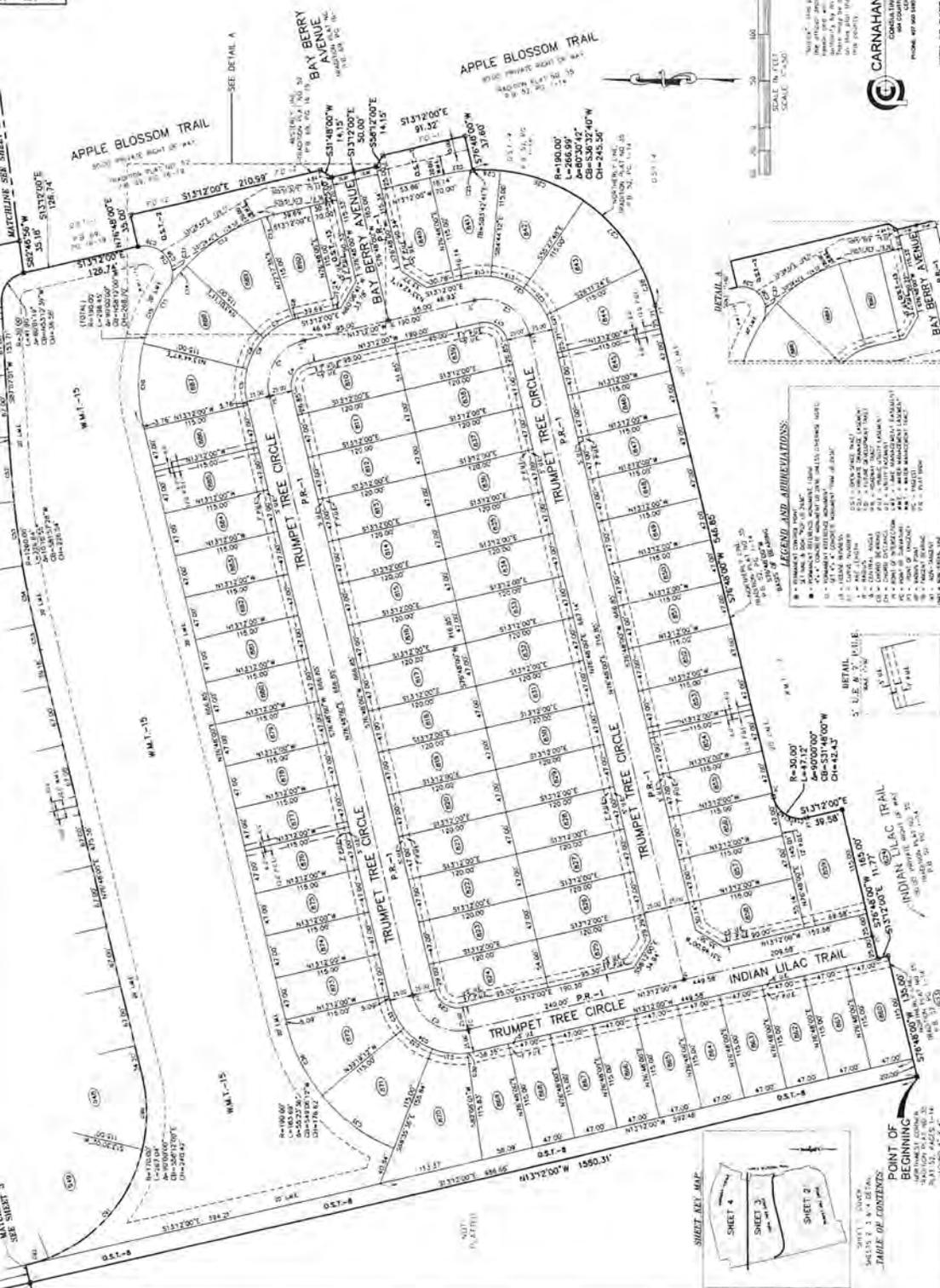
S:\ACQ\WP\Street Names\Vitalia @ Tradition2.docx

SHEET 2 OF 6

TRADITION PLAT NO. 75

A SUBDIVISION OF TRADITION PLAT NO. 75, RECORDED IN PLAT BOOK 65, PAGES 10 THROUGH 19 OF THE PUBLIC RECORDS OF LUCAS COUNTY, OHIO, WITH SECTION 9, TOWNSHIP 37 SOUTH, RANGE 24 EAST, 17TH DISTRICT, PORT ST. LUCIE, ST. LUCAS COUNTY, FLORIDA.

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CARNAHAN PROCTOR CROSS, INC.
 900 COURTLAND STREET, SUITE 100, LANSING, MI 48202
 PHONE: 479.989.1400 FAX: 479.989.1401 WEBSITE: www.cpcross.com



- NOTES:**
1. THIS PLAT IS PREPARED BY THE ENGINEER, SURVEYOR, AND ARCHITECT.
 2. THE ACCURACY OF THE SUBDIVISION LINES IS GUARANTEED BY THE ENGINEER, SURVEYOR, AND ARCHITECT.
 3. THE ENGINEER, SURVEYOR, AND ARCHITECT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE PLAT.
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 10. THE ENGINEER, SURVEYOR, AND ARCHITECT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE PLAT.



VITALIA AT TRADITION

Residential Parcel - Phase 4

UNITS 2-3

FINAL ENGINEERING PLANS

TRADITION PLAT NO. 75

City of Port St. Lucie
 DATE ISSUED: JULY 2015
 REVISED ISSUED: AUGUST 26, 2016



CARNAHAN · PROCTOR · CROSS, INC.

CONSULTING ENGINEERS · SURVEYORS · PLANNERS
 604 COURTLAND STREET, SUITE 101, ORLANDO, FL 32804
 PHONE: (407) 960-5980 FAX: (407) 960-5980 WEB: WWW.CARNAHANPROCTOR.COM

PROJECT NO. 15049

Owner:
AV Homes, Inc.
 5323 Millenia Lakes Blvd., Suite 200
 Orlando, FL, 32839
 (407) 933-5000

Development Team:

Civil Engineering Design & Surveyor:
Carnahan Proctor Cross, Inc.
 604 Courtland Street, Suite 101
 Orlando, FL, 32804
 (407) 960-5980

Landscape Architect:
3D Trees
 6350 New Hope Road
 Orlando, FL, 32824
 (321) 281-1335

LOCATION MAP



ENGINEER IN CHARGE
ROBERT PHOTHEVE, P.E.
 FLORIDA PE NO. 64763

CARNAHAN, PROCTOR, CROSS, INC.
 CERT. OF AUTH. NO. 2236

48 HOURS BEFORE DIGGING
 CALL SUNSHINE
 1-800-432-4770
 AND OBTAINING UTILITIES NOTIFICATION
 FIRST CALL OF FLORIDA
 1-800-227-3385

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C002	General Notes / Typical Section
SV1-SV6	Boundary & Topographic Survey
C010- C011	SW-PPP Site Plan
C012	SW-PPP Erosion & Sedimentation Control Details
C020	FLUCCS Map
C100	Overall Site Plan
C101	Phasing Plan
C102	Site & Roadway Details
C103	Plan & Profile Key Map
	UNIT 2
C200	Site Plan
C210	Geometry Plan
C220	Grading & Drainage Plan
C230	Plan & Profile - Indian Lilac Trail
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C233	Plan & Profile - Bayberry Avenue
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C300	Site Plan
C310- C311	Geometry Plan
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C500	Drainage Details
C501-C503	Utility Details
C504- C505	Utility Service Charts
C600-C601	Street Lighting Plan
LA-1 - LA-5	Street Tree Plan

CITY OF PSL PROJECT NO. P15-87

ALL ELEVATIONS ARE BASED ON NAVD-88

NO	DATE	BY	CHKD	REVISIONS	SHEETS
6	08-26-16	RP	KIT	REVISED PER PSL COMMENTS	C500, 601
5	06-23-16	RP	KH	CONSTRUCTION BULLETIN	C500, 336, 604, 605
5	01-18-16	RP	DP	REVISE DRAINAGE PIPE MATERIAL	C220, 230, 231, 260, 271, 332, 333, 338
4	07-08-16	DP	MB	REVISED PER PSL COMMENTS	
3	06-11-16	DP	MB	REVISED PER PSL COMMENTS	
2	06-11-16	DP	MB	REVISED PER PSL COMMENTS	
1	07-31-15	DP	MB	REVISED PER PSL SPRC COMMENTS	

**BOUNDARY &
TOPOGRAPHIC SURVEY
TRADITION PHASE 4
FOR: AVATAR PROPERTIES, INC.**

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
100 COURTLAND STREET SUITE 107 ORLANDO FL 32804
PHONE: (407) 560-0000 FAX: (407) 561-9833 WEBSITE: WWW.CARNAHANPROCTOR.COM



NO.	DATE	BY	CHK	REVISED FOR COUNTY COMMENTS	REVISIONS
1	11-24-11	CR	EM		

SV2
SHEET NO.
PROJECT NO. 1000000

CITY OF POKEE ST. LUCIE PROJECT NO. P-15-118



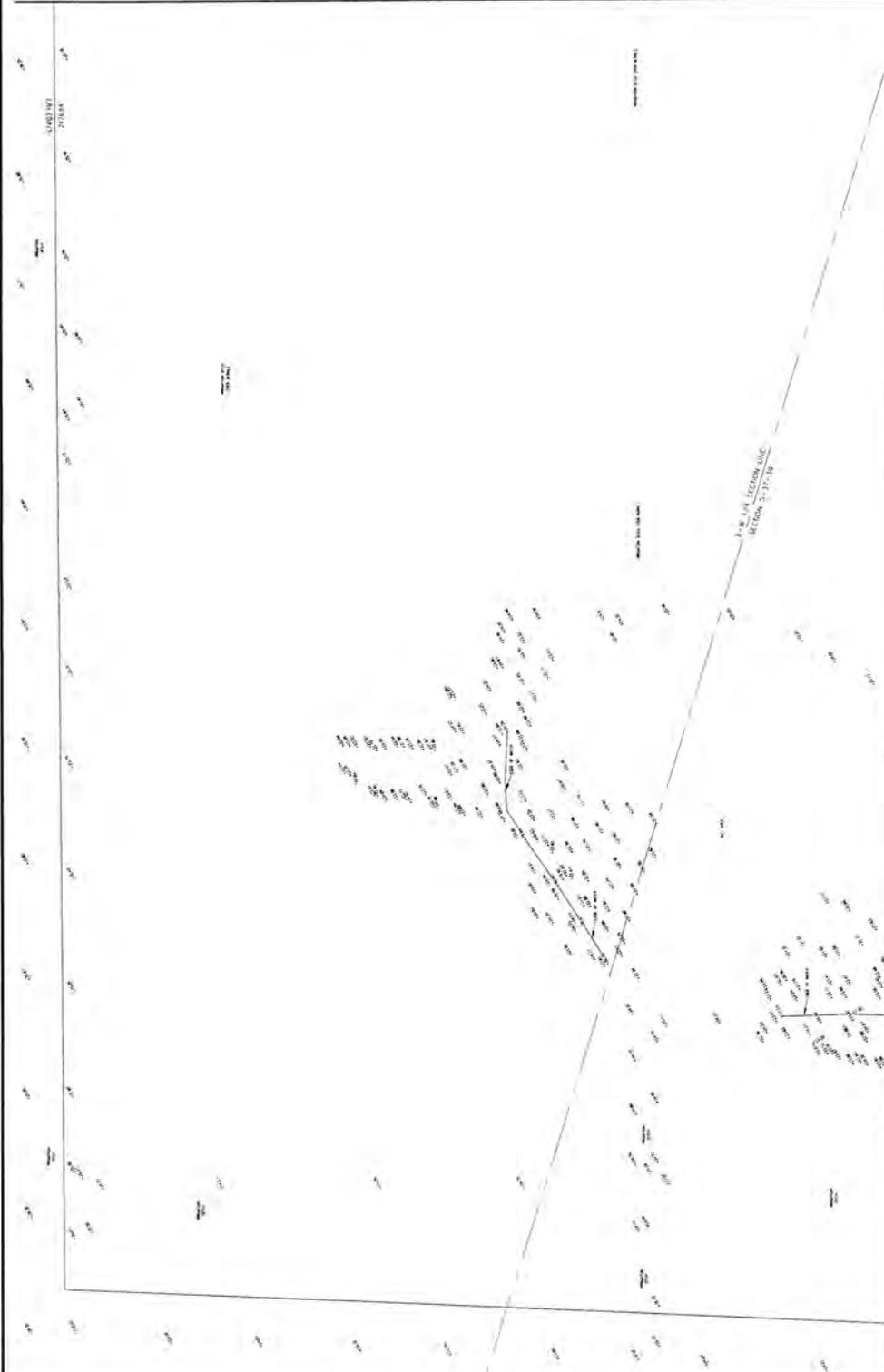
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MATCHLINE
SEE SHEET 3

MATCHLINE
SEE SHEET 5



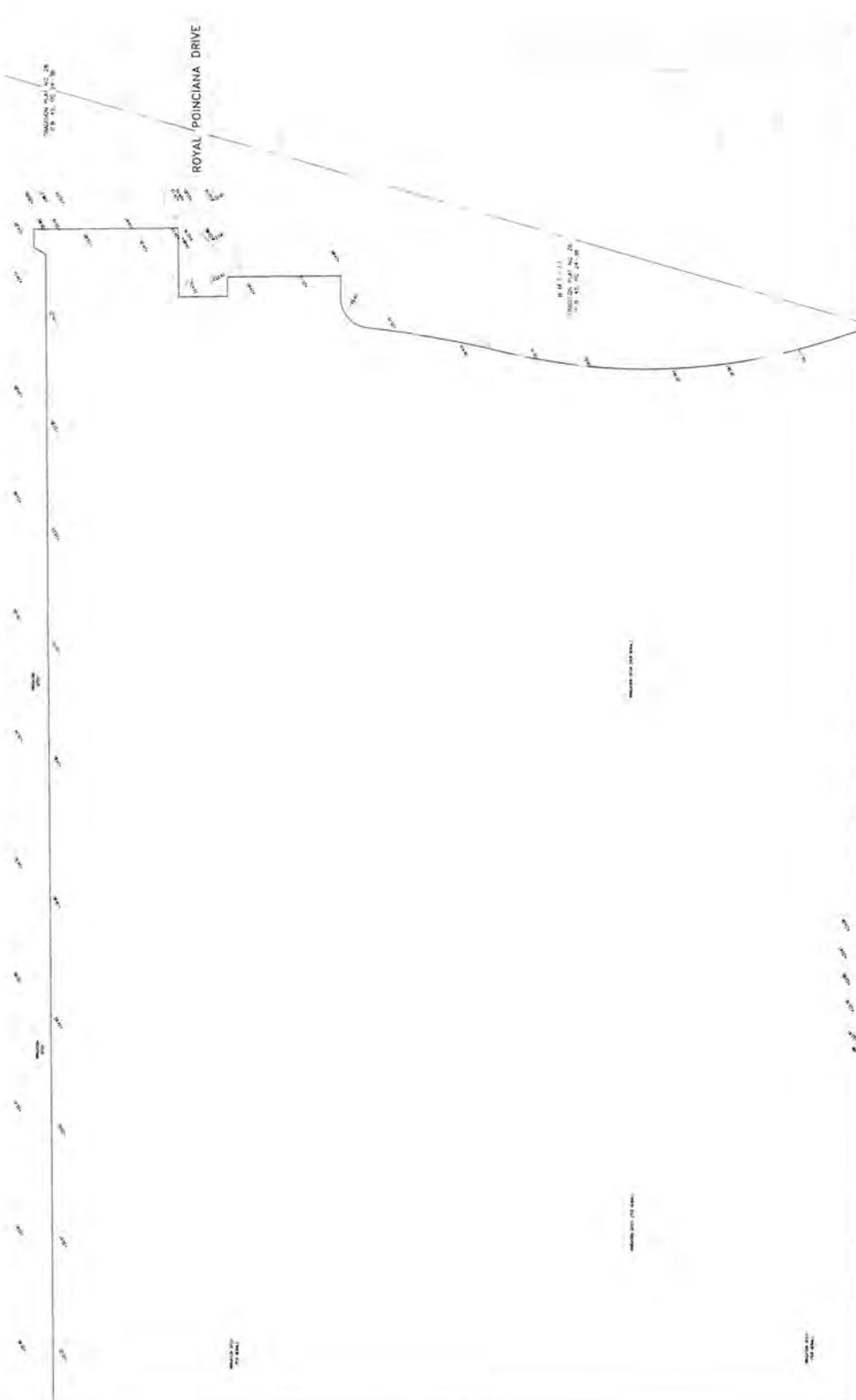
KEY MAP





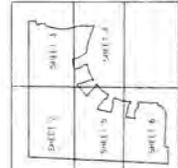
REVISIONS	
NO.	DATE
1	07-24-13

SHEET NO.
SV3
PROJECT NO. 000000



MATCHLINE
SEE SHEET 4

- LEGEND AND ABBREVIATIONS:**
- DA = OFFICE RECORD BOOK
 - DE = DEPARTMENT
 - DI = DISTRICT
 - DR = DISTRICT
 - DU = DISTRICT
 - EA = EXISTING
 - EN = EXISTING
 - EX = EXISTING
 - FM = FUTURE
 - GA = GROUND
 - GR = GROUND
 - HA = HIGHWAY
 - HO = HIGHWAY
 - IR = INTERSECTION
 - IS = INTERSECTION
 - LA = LOCAL
 - LI = LOCAL
 - MA = MAIN
 - NA = NORTH
 - PA = PUBLIC
 - PL = PLANNING
 - PR = PUBLIC
 - RA = ROAD
 - SA = SIDE
 - TA = TRAIL
 - UA = UNDER
 - VA = VALLEY
 - WA = WATER
 - XA = CROSSING
 - YA = YARD
 - ZA = ZONING



KEY MAP

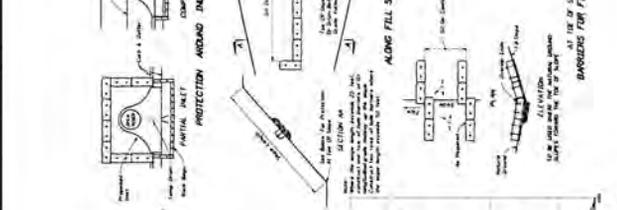
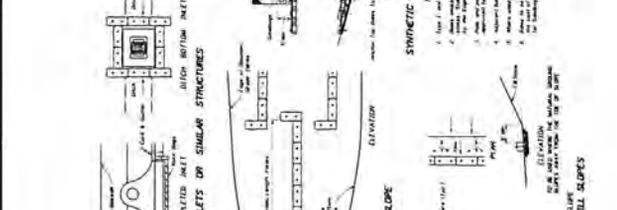
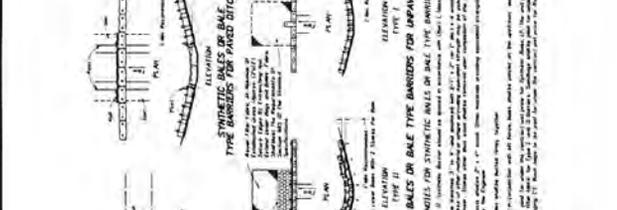
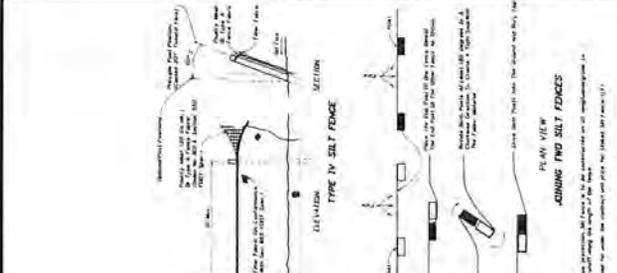
MATCHLINE
SEE SHEET 2

NO.	DATE	BY	CK/D.	REVISIONS

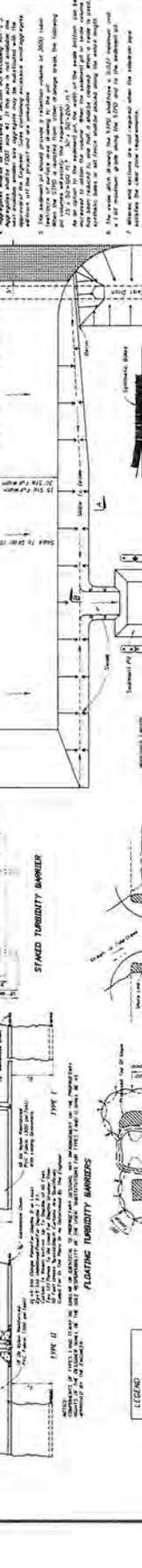
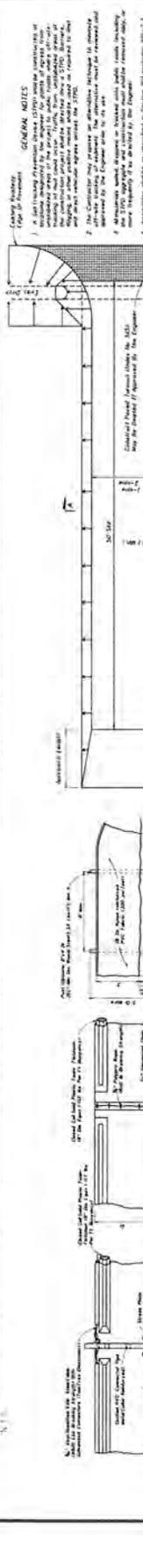
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
SW-PPP Erosion &
Sedimentation Control Details

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
FILE NO. 120499
CPC AUTH. NO. 00029365

SCALE: AS SHOWN
DATE: JAN 2015
DRAWN BY: DSA
CHECKED BY: DSA
DESIGNED BY: DSA
C012



NOTES FOR SILT FENCES
1. Type III Silt Fence shall be installed with Chain Link Fencing on the up-drain side.
2. Type III Silt Fence shall be installed with Chain Link Fencing on the up-drain side.
3. The maximum flow velocity shall not exceed 1.5 ft/sec.
4. The maximum flow velocity shall not exceed 1.5 ft/sec.
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9. The maximum flow velocity shall not exceed 1.5 ft/sec.
10. The maximum flow velocity shall not exceed 1.5 ft/sec.



GENERAL NOTES
1. Turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.
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GENERAL NOTES
1. Floating turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.
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GENERAL NOTES
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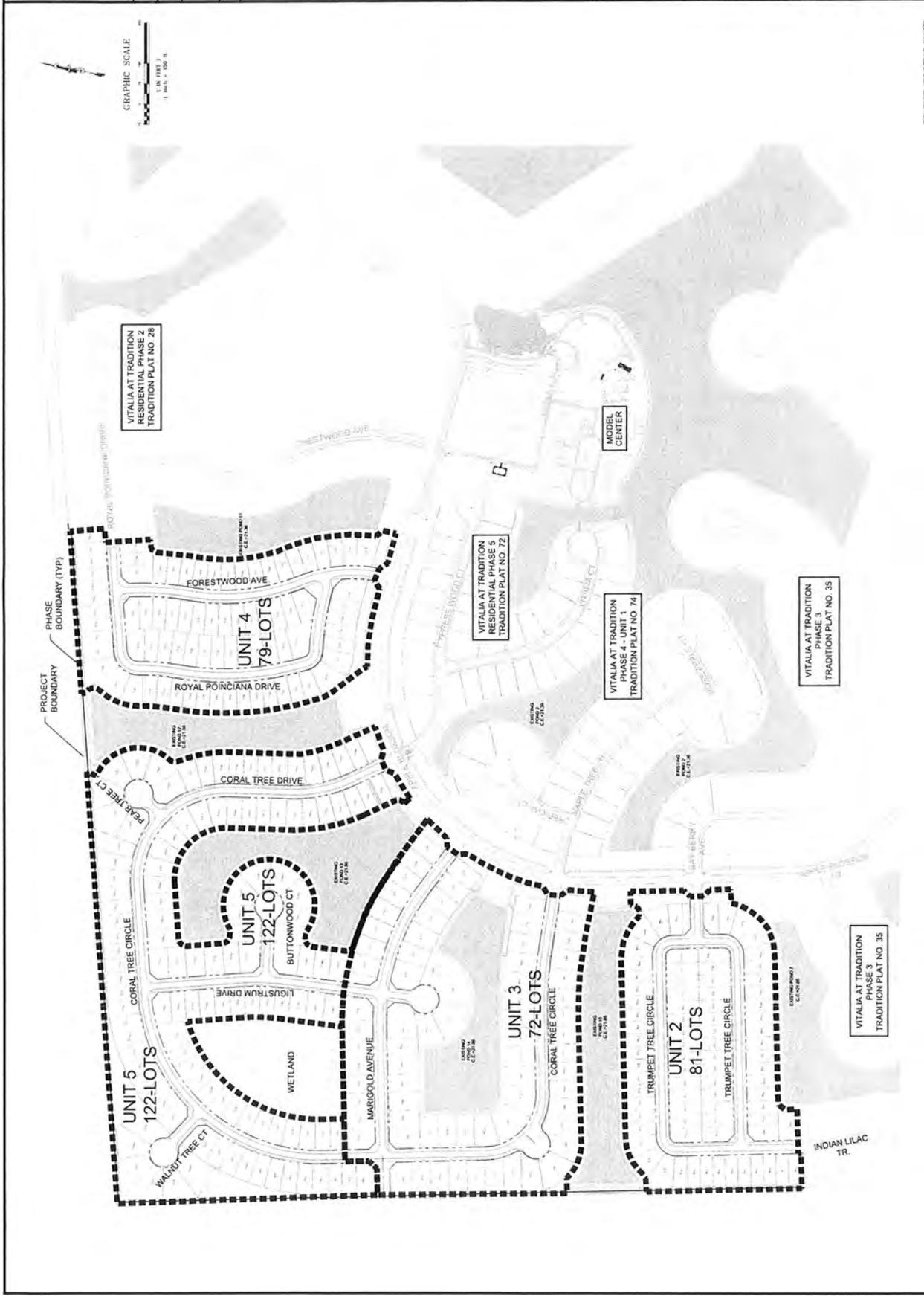
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6. Staked turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.
7. Staked turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.
8. Staked turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.
9. Staked turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.
10. Staked turbidity barriers shall be installed in accordance with the specifications and details shown on this drawing.

NO	DATE	BY	REVISIONS
1	09-11-15	BP	REVISED PER PLSUSD.COM
		CKD	
		MS	

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

FILE NO. 120409
CPC AUTH. NO. 00002936
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN · PROCTOR · CROSS, INC.

SCALE: AS SHOWN
DATE: JULY 2015
DRAWN BY: [blank]
CHECKED BY: [blank]
DESIGNED BY: [blank]
C101



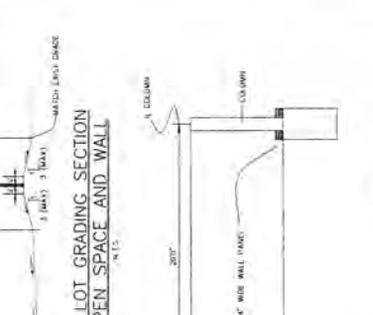
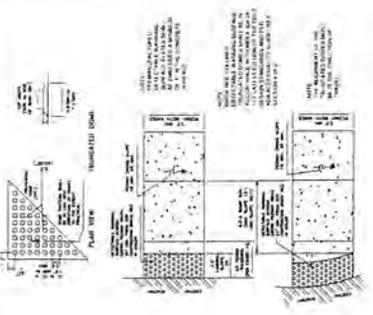
NO.	DATE	BY	CHK'D	REVISIONS
1	07-31-15	DP	MS	REVISED PER PSL COMMENTS

VTALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
Site & Roadway Details

CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN · PROCTOR · CROSS, INC.
FILE NO. 120469

SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: [Name]
CHECKED BY: [Name]
DESIGNED BY: [Name]

C102
CITY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
STREET LIGHTING DIVISION



WALL STRUCTURAL DESIGN OF WALL BY OTHERS.
BUT SHALL BE REVIEWED AND APPROVED BY PROJECT ENGINEER AND PUBLIC WORKS DIVISION.
CITY OF LOS ANGELES PROJECT NO. 154047

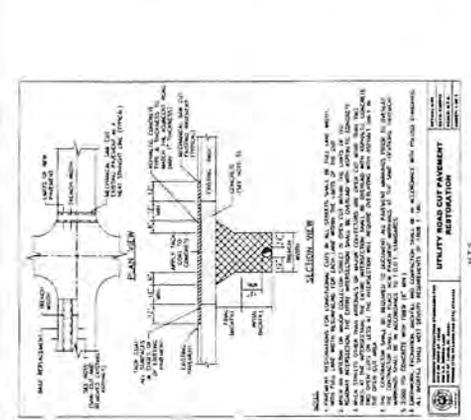
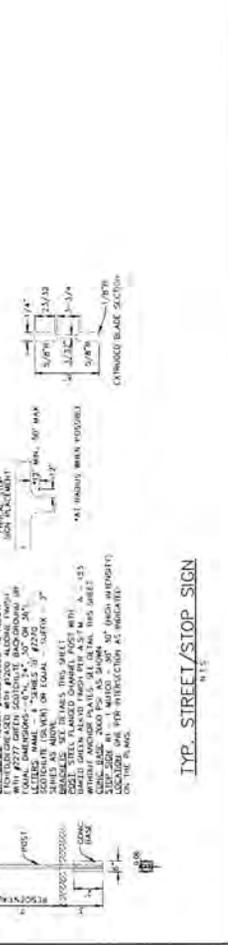
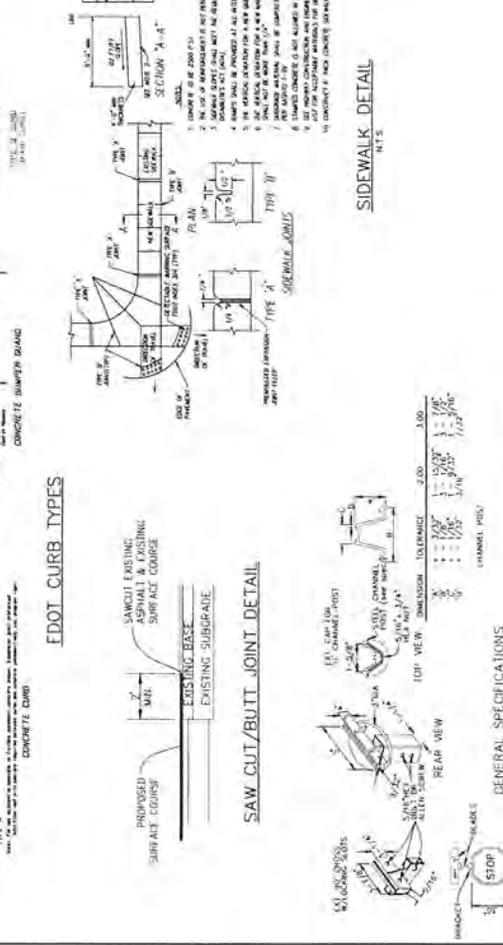
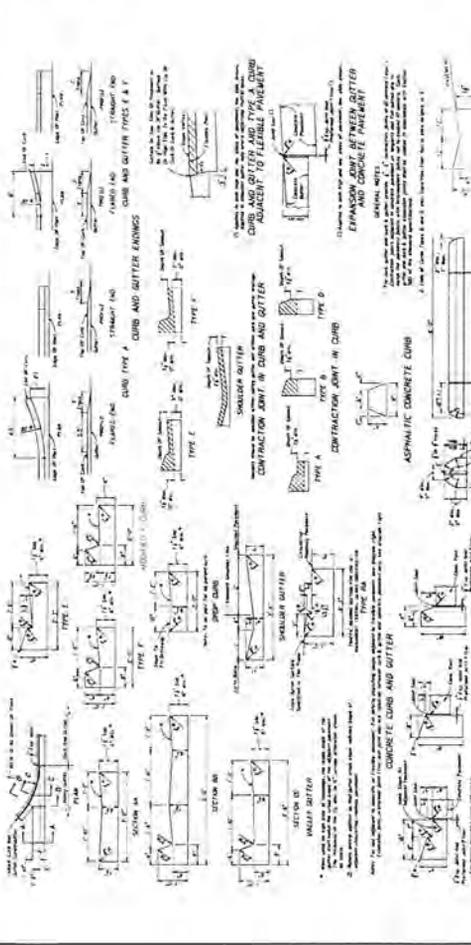


TABLE OF SIDEWALK JOINTS

NO.	LOCATION	TYPE OF JOINT
1	AT CURB	EXPANSION
2	AT CURB	CONTRACTION
3	AT CURB	EXPANSION
4	AT CURB	CONTRACTION



GENERAL SPECIFICATIONS
CALLEDSIDE ALLOW PROJECTIONS TO BE ALLOWED.
TOTAL DIMENSIONS - 4" MIN. TO 2" OR 24"
CONCRETE (CURE) OR TOTAL - 4" TO 24"
BRICKS/PAVING SET IN THIS SHEET
CALLEDSIDE SHALL ALSO COMPLY WITH A.S.T.M. A-15
WHEN OTHER STATES, SEE DETAIL THIS SHEET
CONCRETE SHALL BE 3000 PSI MIN. STRENGTH
3000 PSI MIN. STRENGTH AT INTERSECTIONS
ON THE B AND



NO.	DATE	BY	CHK'D	REVISIONS

Plan & Profile Key Map
 VITALIA AT TRADITION
 RESIDENTIAL PARCEL - PHASE 4
 TRADITION PLAT NO. 75

FILE NO. 120409
 CPC AUTH. NO. 0002936
CARNAHAN · PROCTOR · CROSS, INC.
 CONSULTING ENGINEERS · SURVEYORS · PLANNERS
 10000 W. 10th Ave., Suite 100, Denver, CO 80202
 (303) 751-1000
 SCALE: AS SHOWN
 DATE: May 2019
 DRAWN BY: JAL
 CHECKED BY: JEP
 DESIGNED BY: JEP
C103



Street Profile Index

Street	Sheet Number
Indian Lilac Trail	C230
Trumpet Tree Circle	C231 - C232
Bayberry Avenue	C233
Buttwood Court	C330
Coral Tree Circle	C331 - C335
Lignstrum Drive	C336 - C337
Marigold Avenue	C338 - C339
Pear Tree Court	C340
Walnut Tree Court	C341
Forestwood Avenue	C430
Royal Poinciana Dr.	C431 - C433

CITY OF PISA PROJECT NO. P18-077

NO	DATE	BY	CD	REVISIONS
1	03-16-16	AR	KH	CONSTRUCTION BULLETIN #1

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
Grading & Drainage Plan
Unit 2

CPC AUTH NO 0002936
FILE NO 120409
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN • PROCTOR • CROSS, INC.

SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: DJP
CHECKED BY: DJP
DESIGNED BY: DJP
C220



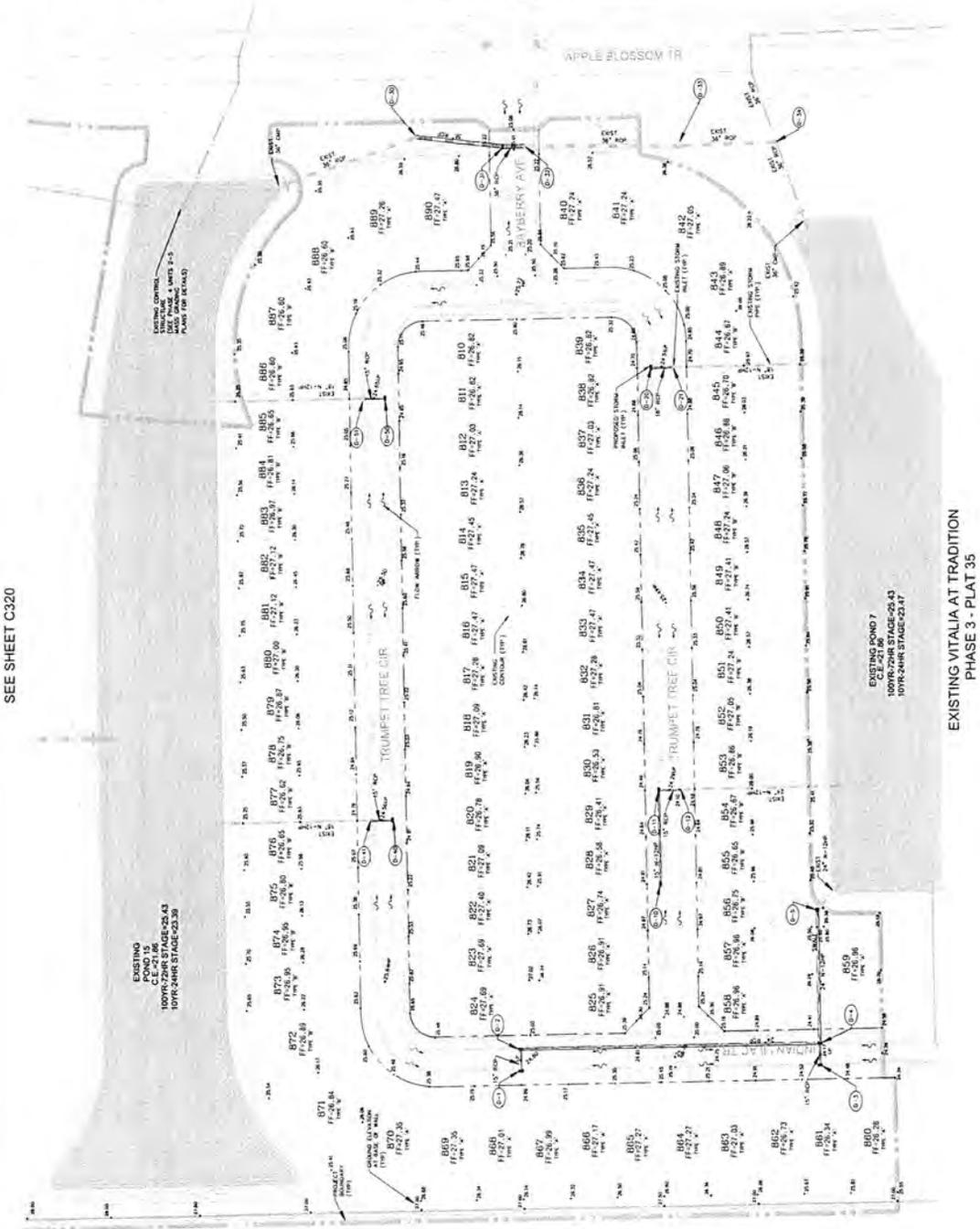
CITY OF FOL PROJECT NO. PH437

Legend

Symbol	Description
—	PROPOSED INLET
—	EXISTING INLET
—	PROPOSED STORM PIPE
—	EXISTING STORM PIPE
—	EXISTING CURB
—	PROPOSED SPOC ELEVATION
—	M.E.G.
—	C.E.



EXISTING VITALIA AT TRADITION
PHASE 3 - PLAT 35



SEE SHEET C320

EXISTING VITALIA AT TRADITION
PHASE 3 - PLAT 35

FOR TYPE 'A' AND TYPE 'B'
LOT GRADING DETAILS,
SEE SHEET C500

ALL ELEVATIONS ARE BASED ON NAVD-88

NO	DATE	BY	CHKD	REVISIONS
1	07-21-15	DP	MB	REVISED PER PSL COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
3	01-16-16	RP	DP	REV DRAINAGE PIPE MTRL
4				
5				

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
Plan & Profile - Indian Lilac Trail
Sta. 30+68.93 to Sta. 32+78.51

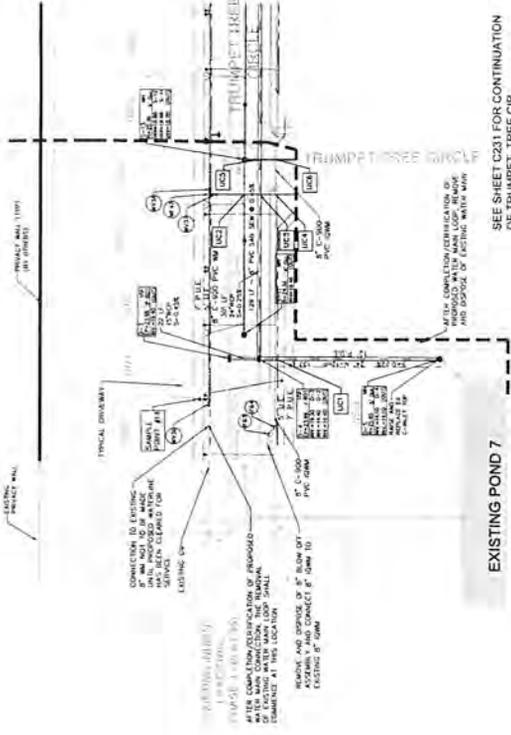
CARNAHAN • PROCTOR • CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
FILE NO. 120499
CPC AUTH. NO. 0002936

SCALE: AS SHOWN
DATE: MAY 2015
DRAWING: 111
CHECKED BY: DP
DESIGNED BY: MB
PROJECT NO.: C230



ITEM	TYPE	DEPTH	EXTENT	TYPE OF PIPE	PROVIDE GROUND
1	4" DIA. 15' DEEP	15'	100' x 100'	4" DIA. 15' DEEP	15'
2	4" DIA. 15' DEEP	15'	100' x 100'	4" DIA. 15' DEEP	15'
3	4" DIA. 15' DEEP	15'	100' x 100'	4" DIA. 15' DEEP	15'
4	4" DIA. 15' DEEP	15'	100' x 100'	4" DIA. 15' DEEP	15'
5	4" DIA. 15' DEEP	15'	100' x 100'	4" DIA. 15' DEEP	15'

SEE SHEET C232 FOR CONTINUATION OF TRUMPET TREE CIR.



INDIAN LILAC TRAIL

40



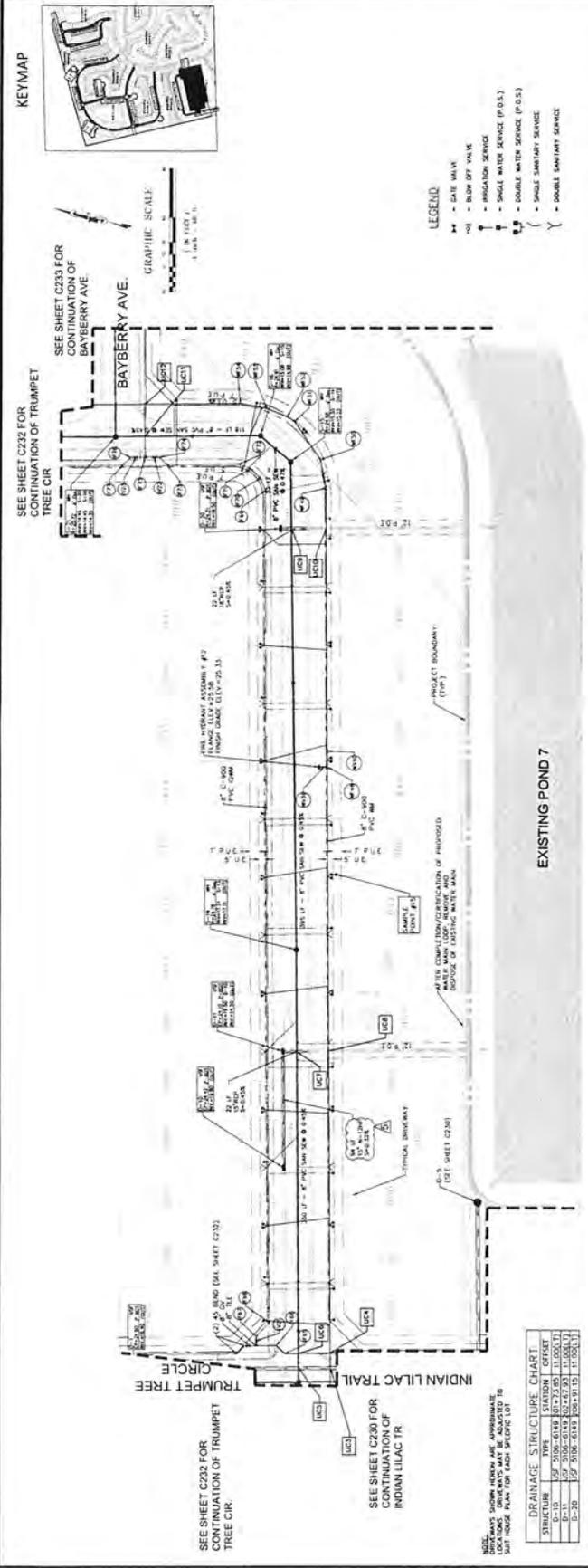
ALL ELEVATIONS ARE BASED ON NAVD83
 VERTICAL SCALE: 1"=40'
 HORIZONTAL SCALE: 1"=40'

CITY OF PLS PROJECT AND PLANET

NO.	DATE	BY	CHKD.	REVISIONS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
3	10-16-15	DP	MB	REVISED PER PSL COMMENTS
4		DP	MB	REVISED PER PSL COMMENTS
5	01-16-16	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
Sta. 200+00.00 to Sta. 208+90.39

CPC AUTH NO 0002936
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN-PROCTOR-CROSS, INC.
SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KAH
CHECKED BY: DP
DESIGNED BY: MB
C231



TRUMPET TREE CIRCLE

NO PIP AND CONCRETE STIGS SHALL BE CLOSED SUCCESSIVELY, TAPS INTO THE WATER MAIN FOR WATER SERVICES SHALL BE AT LEAST 18" APART

ALL UTILITIES SHOWN ARE APPROXIMATE. DIMENSIONS SHOWN ARE TO CENTERLINE UNLESS NOTED OTHERWISE.

SEE SHEET C230 FOR CONTINUATION OF INDIAN LILAC TR.

SEE SHEET C232 FOR CONTINUATION OF TRUMPET TREE CIR.

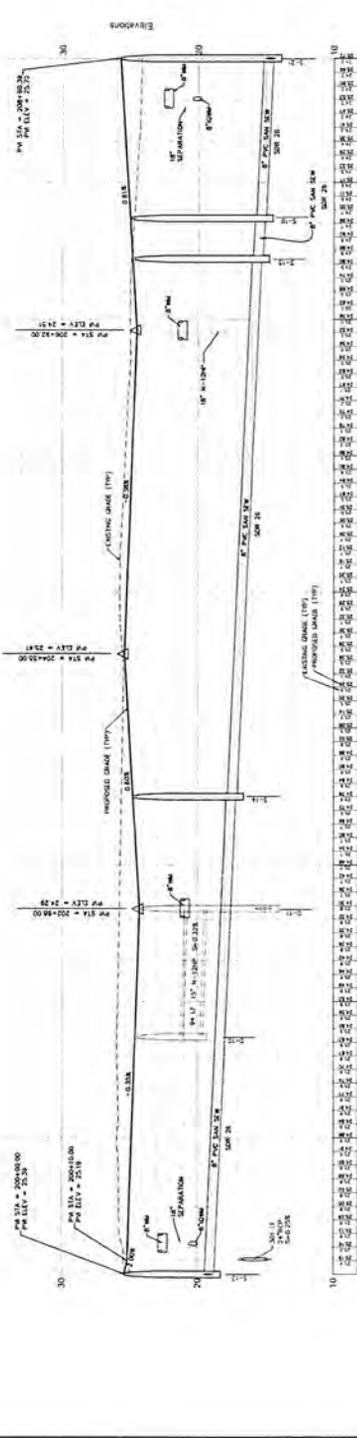
SEE SHEET C233 FOR CONTINUATION OF BAYBERRY AVE.

UTILITY CROSSINGS - UC

UC1	8" WATER-21.36	TOP 21.702=16.95
UC2	8" WATER-21.36	TOP 21.702=16.95
UC3	8" WATER-21.36	TOP 21.702=16.95
UC4	8" WATER-21.36	TOP 21.702=16.95
UC5	8" WATER-21.36	TOP 21.702=16.95
UC6	8" WATER-21.36	TOP 21.702=16.95
UC7	8" WATER-21.36	TOP 21.702=16.95

STORM SEWER ELEVATIONS

STATION	ELEVATION
200+00.00	20.00
200+10.00	20.00
200+20.00	20.00
200+30.00	20.00
200+40.00	20.00
200+50.00	20.00
200+60.00	20.00
200+70.00	20.00
200+80.00	20.00
200+90.39	20.00



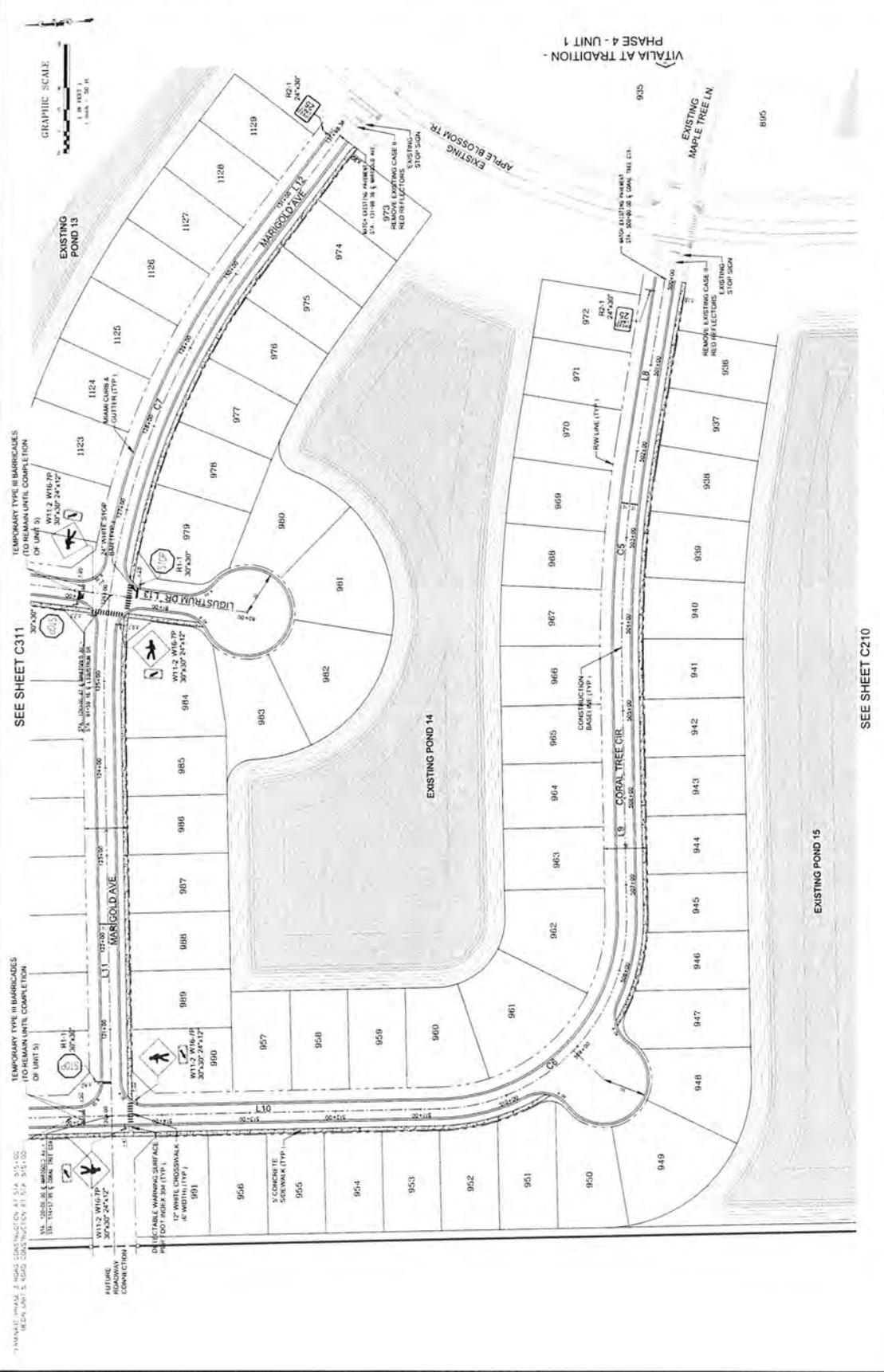
ALL ELEVATIONS ARE BASED ON NAVD83
VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'
CITY OF PSL PROJECT NO. PH-07

NO.	DATE	BY	CHKD.	REVISIONS
4	01-08-16	DP	MB	PHASING DESIGNATION TO PLANS

VITLIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
Units 3 & 5
Geometry Plan

CPC AUTH. NO. 00002936
FILE NO. 120499
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN-PROCTOR-CROSS, INC.

SCALE: AS SHOWN
DATE: MAY 2015
DRAWN BY: WFL
CHECKED BY: DP
DESIGNED BY: DP



CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	107°55'	252.00'	1400.00'	126.37'
C2	89°29'30"	345.27'	270.00'	270.00'
C3	38°35'30"	304.88'	625.00'	268.17'

LINE TABLE

LINE	LENGTH	BEARING
L1	186.32'	S87°55'25" W
L2	295.37'	S76°45'00" W
L3	112.00'	S89°55'00" W
L4	479.21'	N76°45'00" E
L5	167.60'	N64°47'50" E
L6	515.90'	N64°47'50" E

ALL PAVEMENT MARKERS, STRIPING, SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE M.U.T.C.D. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS

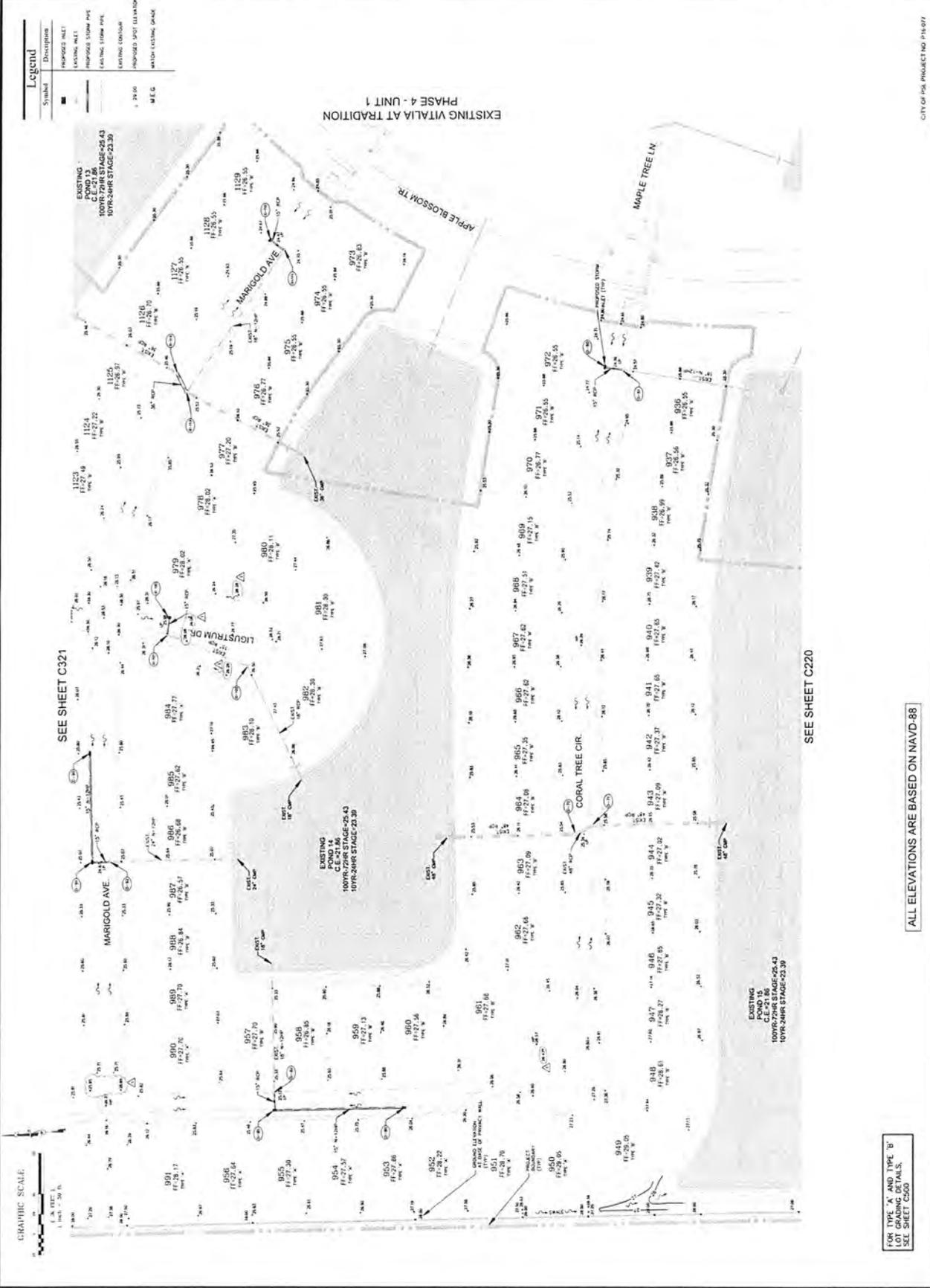
CITY OF PALM BEACH PROJECT NO. P14-077

NO	DATE	BY	CHKD	REVISIONS
1	03-16-16	AR	KH	CONSTRUCTION BULLETIN #1
2	03-23-16	AR	KH	

VITALIA AT TRADITION
 TRADITIONAL PARCEL - PHASE 4
 Units 3&5
 Grading & Drainage Plan

CPC AUTH. NO. 00002936
 FILE NO. 120499
 CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN · PROCTOR · CROSS, INC.

SCALE: AS SHOWN
 DATE: JUL 2015
 DRAWN BY: DSI
 CHECKED BY: DSI
 DESIGNED BY: RFP
C320



SEE SHEET C321

SEE SHEET C220

FOR TYPE 'A' AND TYPE 'B'
 LOT GRADING DETAILS,
 SEE SHEET C500

ALL ELEVATIONS ARE BASED ON NAVD-88

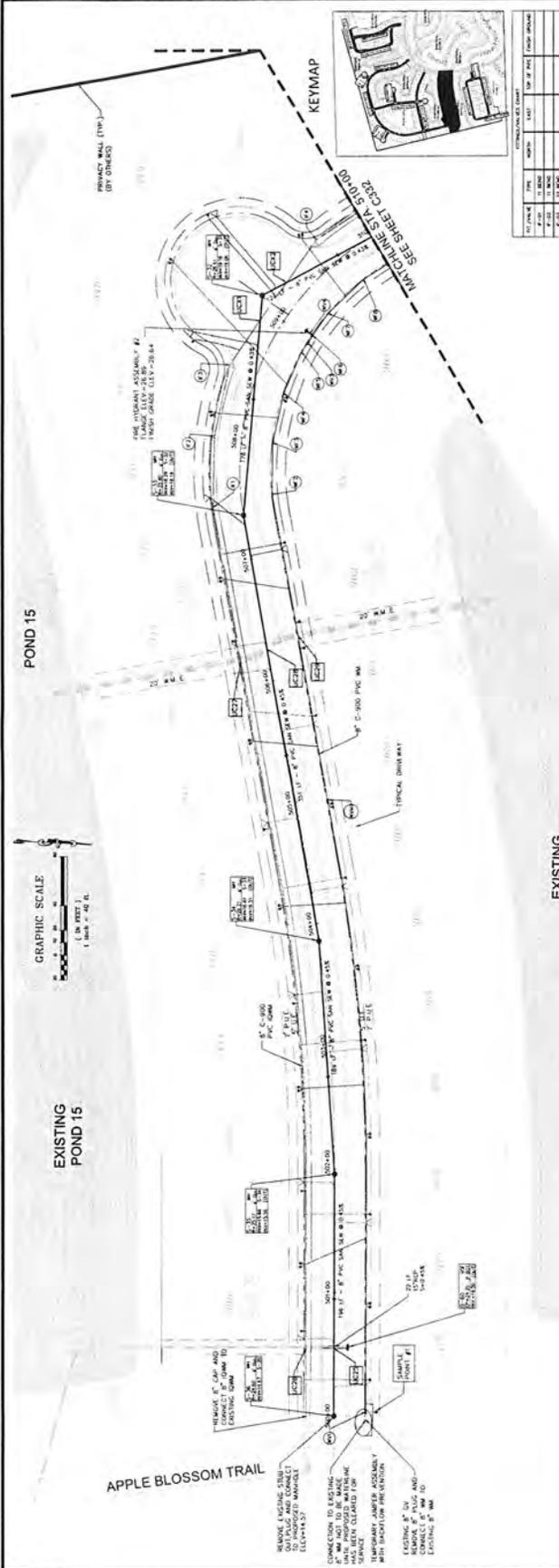
NO	DATE	BY	CHKD	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEF COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
Plan & Profile - Coral Tree Circle
Sta. 500+00.00 to Sta. 510+00.00

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

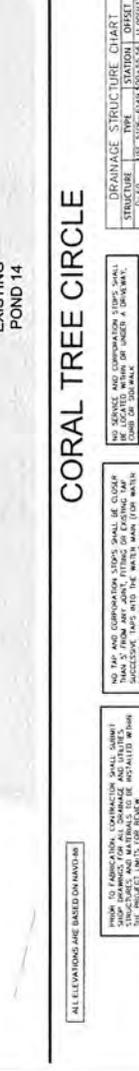
CPC ALTH NO. 00002936
FILE NO. 120409

SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KML
CHECKED BY: DP
DESIGNED BY: DP
C331



DRAINAGE STRUCTURE CHART

NO.	TYPE	STATION	OFFSET
1	12" PVC	500+00.00	18" TO 24"
2	12" PVC	500+00.00	18" TO 24"
3	12" PVC	500+00.00	18" TO 24"
4	12" PVC	500+00.00	18" TO 24"
5	12" PVC	500+00.00	18" TO 24"
6	12" PVC	500+00.00	18" TO 24"
7	12" PVC	500+00.00	18" TO 24"
8	12" PVC	500+00.00	18" TO 24"
9	12" PVC	500+00.00	18" TO 24"
10	12" PVC	500+00.00	18" TO 24"
11	12" PVC	500+00.00	18" TO 24"
12	12" PVC	500+00.00	18" TO 24"
13	12" PVC	500+00.00	18" TO 24"
14	12" PVC	500+00.00	18" TO 24"
15	12" PVC	500+00.00	18" TO 24"
16	12" PVC	500+00.00	18" TO 24"
17	12" PVC	500+00.00	18" TO 24"
18	12" PVC	500+00.00	18" TO 24"
19	12" PVC	500+00.00	18" TO 24"
20	12" PVC	500+00.00	18" TO 24"
21	12" PVC	500+00.00	18" TO 24"
22	12" PVC	500+00.00	18" TO 24"
23	12" PVC	500+00.00	18" TO 24"
24	12" PVC	500+00.00	18" TO 24"
25	12" PVC	500+00.00	18" TO 24"
26	12" PVC	500+00.00	18" TO 24"
27	12" PVC	500+00.00	18" TO 24"
28	12" PVC	500+00.00	18" TO 24"
29	12" PVC	500+00.00	18" TO 24"
30	12" PVC	500+00.00	18" TO 24"
31	12" PVC	500+00.00	18" TO 24"
32	12" PVC	500+00.00	18" TO 24"
33	12" PVC	500+00.00	18" TO 24"
34	12" PVC	500+00.00	18" TO 24"
35	12" PVC	500+00.00	18" TO 24"
36	12" PVC	500+00.00	18" TO 24"
37	12" PVC	500+00.00	18" TO 24"
38	12" PVC	500+00.00	18" TO 24"
39	12" PVC	500+00.00	18" TO 24"
40	12" PVC	500+00.00	18" TO 24"



CORAL TREE CIRCLE

EXISTING POND 14

EXISTING POND 15

APPLE BLOSSOM TRAIL

GRAPHIC SCALE
1 inch = 40 ft.

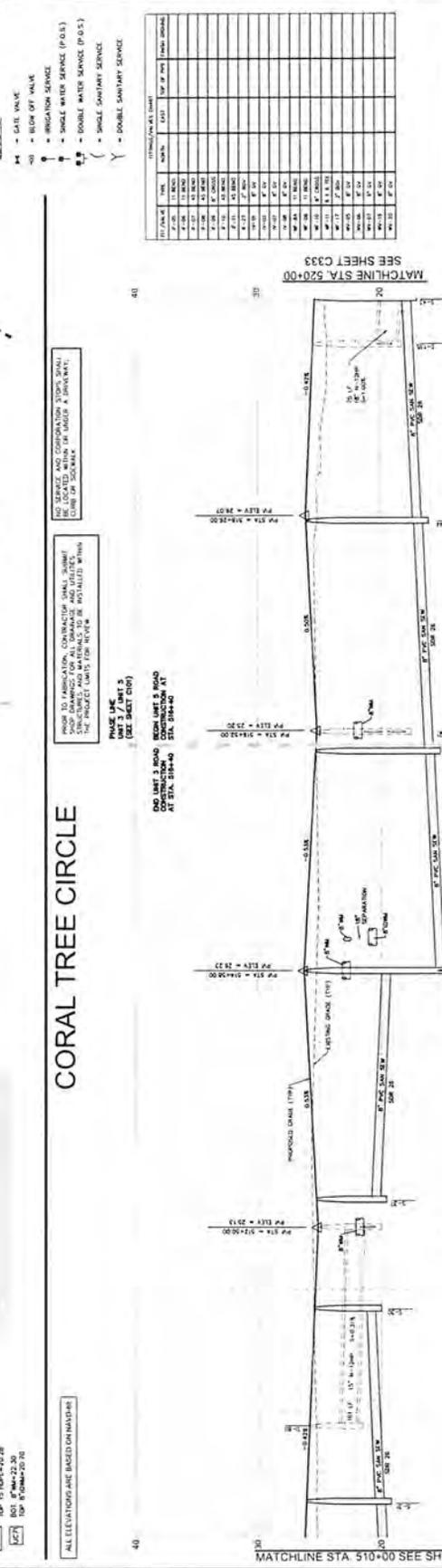
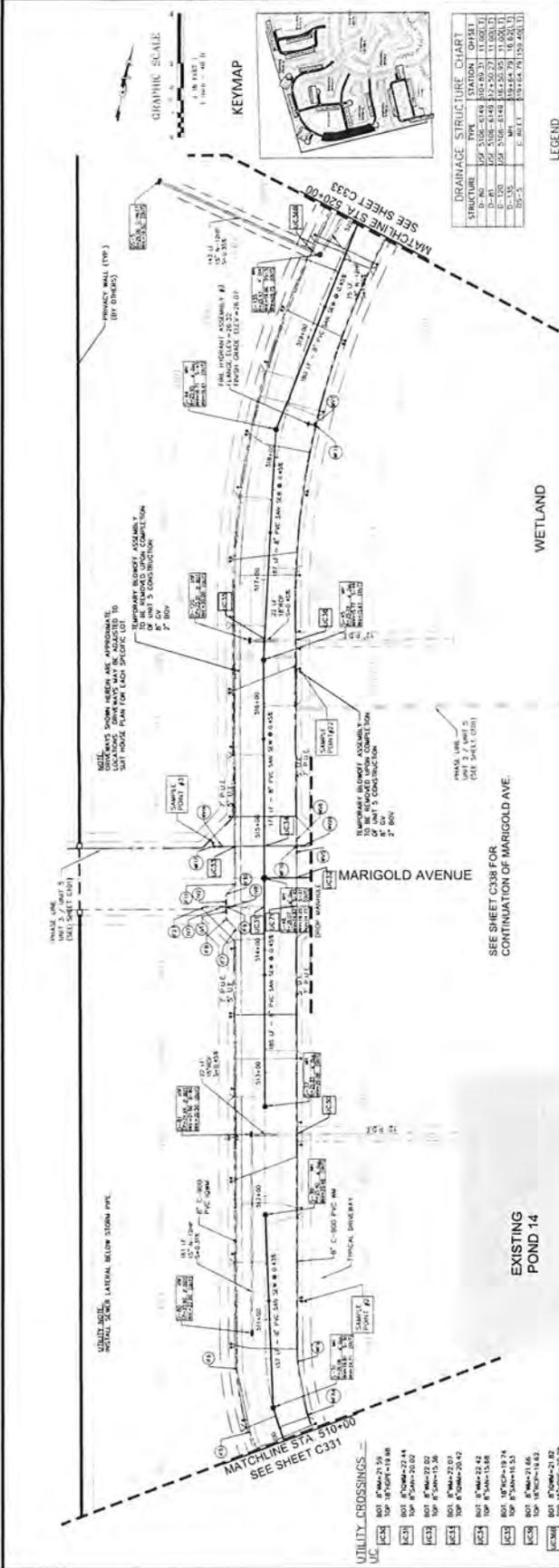
LEGEND

- = DATE MARK
- - - = EDGE OF PAVE
- - - = IRRIGATION SERVICE
- - - = SINGLE WATER SERVICE (P.5.1)
- - - = DOUBLE WATER SERVICE (P.5.1)
- - - = SINGLE SANITARY SERVICE
- - - = DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - LUC

NO.	TYPE	DATE	DEPTH
1	12" PVC	10/15/15	18" TO 24"
2	12" PVC	10/15/15	18" TO 24"
3	12" PVC	10/15/15	18" TO 24"
4	12" PVC	10/15/15	18" TO 24"
5	12" PVC	10/15/15	18" TO 24"
6	12" PVC	10/15/15	18" TO 24"
7	12" PVC	10/15/15	18" TO 24"
8	12" PVC	10/15/15	18" TO 24"
9	12" PVC	10/15/15	18" TO 24"
10	12" PVC	10/15/15	18" TO 24"
11	12" PVC	10/15/15	18" TO 24"
12	12" PVC	10/15/15	18" TO 24"
13	12" PVC	10/15/15	18" TO 24"
14	12" PVC	10/15/15	18" TO 24"
15	12" PVC	10/15/15	18" TO 24"
16	12" PVC	10/15/15	18" TO 24"
17	12" PVC	10/15/15	18" TO 24"
18	12" PVC	10/15/15	18" TO 24"
19	12" PVC	10/15/15	18" TO 24"
20	12" PVC	10/15/15	18" TO 24"
21	12" PVC	10/15/15	18" TO 24"
22	12" PVC	10/15/15	18" TO 24"
23	12" PVC	10/15/15	18" TO 24"
24	12" PVC	10/15/15	18" TO 24"
25	12" PVC	10/15/15	18" TO 24"
26	12" PVC	10/15/15	18" TO 24"
27	12" PVC	10/15/15	18" TO 24"
28	12" PVC	10/15/15	18" TO 24"
29	12" PVC	10/15/15	18" TO 24"
30	12" PVC	10/15/15	18" TO 24"
31	12" PVC	10/15/15	18" TO 24"
32	12" PVC	10/15/15	18" TO 24"
33	12" PVC	10/15/15	18" TO 24"
34	12" PVC	10/15/15	18" TO 24"
35	12" PVC	10/15/15	18" TO 24"
36	12" PVC	10/15/15	18" TO 24"
37	12" PVC	10/15/15	18" TO 24"
38	12" PVC	10/15/15	18" TO 24"
39	12" PVC	10/15/15	18" TO 24"
40	12" PVC	10/15/15	18" TO 24"

VERTICAL SCALE: 1"=40'
HORIZONTAL SCALE: 1"=40'
CITY OF PSL PROJECT NO. P14-87



VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

NO LAP AND CONNECTION STOPS SHALL BE CLEAR
 SHOWN ON ALL ELEVATION VIEWS. ALL CONNECTION
 STOPS SHALL BE AT LEAST 10' APART

CITY OF PUEBLO PROJECT NO. P16877

NO	DATE	BY	CK'D	REVISIONS
1	07-21-15	DP	MB	REVISED PER PSL COMMENTS
2	08-11-15	DP	MB	REVISED PER PSL COMMENTS
3	10-13-15	DP	MB	REVISED PER PSL COMMENTS
4	01-08-16	DP	MB	CHANGING DESIGNATION TO PLANSET
5	05-23-16	RP	KH	Construction Bulletin - Added Services

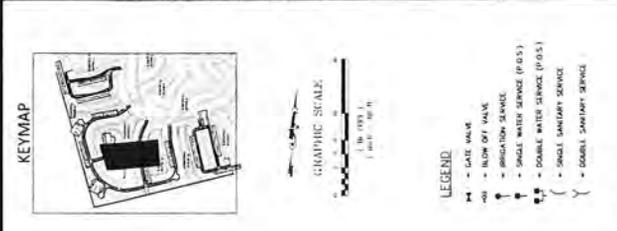
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75
S1A, 80+00.00 TO S1A, 88+00.00
Plan & Profile - Ligustrum Drive

FILE NO 120495

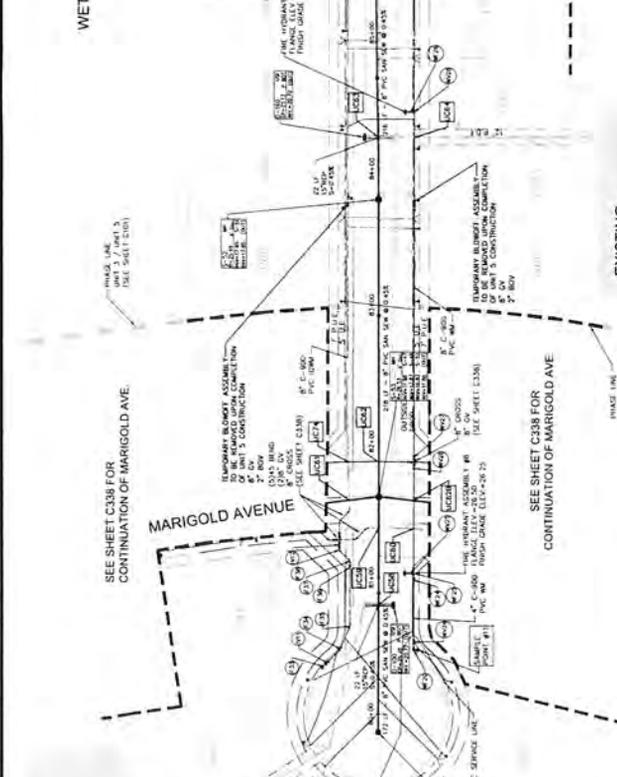
CPC AUTH NO 00002936

CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CARNAHAN - PROCTOR - CROSS, INC.

SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KAT
CHECKED BY: DP
RESPONDED BY: C336



NOTE: SLOTTED WAIVES SHOWN HEREIN ARE APPROXIMATE TO THE SLOTTED WAIVE PLANS FOR EACH SPECIFIC LOT.



DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
1-100	12"	80500-81000	11.00(0.0)
1-100	12"	81000-81500	11.00(0.0)

UTILITY CROSSINGS - UIC

223	801	8"Water-25.31	UIC#25.31	Back to 8"Water
224	801	8"Water-25.31	UIC#25.31	Back to 8"Water
225	801	8"Water-25.31	UIC#25.31	Back to 8"Water
226	801	8"Water-25.31	UIC#25.31	Back to 8"Water
227	801	8"Water-25.31	UIC#25.31	Back to 8"Water
228	801	8"Water-25.31	UIC#25.31	Back to 8"Water
229	801	8"Water-25.31	UIC#25.31	Back to 8"Water
230	801	8"Water-25.31	UIC#25.31	Back to 8"Water
231	801	8"Water-25.31	UIC#25.31	Back to 8"Water
232	801	8"Water-25.31	UIC#25.31	Back to 8"Water
233	801	8"Water-25.31	UIC#25.31	Back to 8"Water
234	801	8"Water-25.31	UIC#25.31	Back to 8"Water
235	801	8"Water-25.31	UIC#25.31	Back to 8"Water
236	801	8"Water-25.31	UIC#25.31	Back to 8"Water
237	801	8"Water-25.31	UIC#25.31	Back to 8"Water
238	801	8"Water-25.31	UIC#25.31	Back to 8"Water
239	801	8"Water-25.31	UIC#25.31	Back to 8"Water
240	801	8"Water-25.31	UIC#25.31	Back to 8"Water
241	801	8"Water-25.31	UIC#25.31	Back to 8"Water
242	801	8"Water-25.31	UIC#25.31	Back to 8"Water
243	801	8"Water-25.31	UIC#25.31	Back to 8"Water
244	801	8"Water-25.31	UIC#25.31	Back to 8"Water
245	801	8"Water-25.31	UIC#25.31	Back to 8"Water
246	801	8"Water-25.31	UIC#25.31	Back to 8"Water
247	801	8"Water-25.31	UIC#25.31	Back to 8"Water
248	801	8"Water-25.31	UIC#25.31	Back to 8"Water
249	801	8"Water-25.31	UIC#25.31	Back to 8"Water
250	801	8"Water-25.31	UIC#25.31	Back to 8"Water

ALL ELEVATIONS ARE BASED ON NAVD83.

NO TAP AND COMPARISON TESTS SHALL BE DONE IN ANY UTILITY LOCATIONS UNLESS THE UTILITY IS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO SERVICE AND COMPARISON TESTS SHALL BE DONE IN ANY UTILITY LOCATIONS UNLESS THE UTILITY IS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO TAP AND COMPARISON TESTS SHALL BE DONE IN ANY UTILITY LOCATIONS UNLESS THE UTILITY IS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO TAP AND COMPARISON TESTS SHALL BE DONE IN ANY UTILITY LOCATIONS UNLESS THE UTILITY IS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

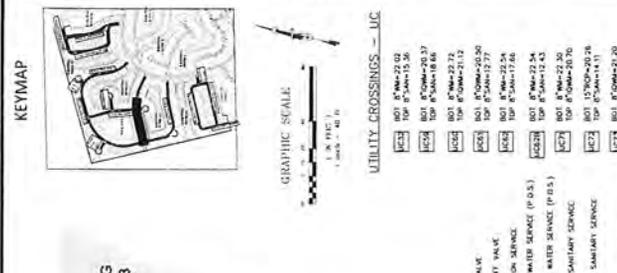
VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. PSL-87

NO	DATE	BY	REVISIONS
1	07-31-15	DP	REVISED PER PSL COMMENTS
2	08-11-15	DP	REVISED PER PSL COMMENTS
3	01-16-16	DP	REVISED PER PSL COMMENTS
4	01-16-16	DP	REVISED PER PSL COMMENTS
5	01-16-16	DP	REVISED PER PSL COMMENTS
6	01-16-16	DP	REVISED PER PSL COMMENTS
7	01-16-16	DP	REVISED PER PSL COMMENTS
8	01-16-16	DP	REVISED PER PSL COMMENTS
9	01-16-16	DP	REVISED PER PSL COMMENTS
10	01-16-16	DP	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
 TRADITION PLAT NO. 75
 Plan & Profile - Marigold Avenue
 Sta. 120+00.00 to Sta. 128+00.00

CARNAHAN · PROCTOR · CROSS, INC.
 CONSULTING ENGINEERS - SURVEYORS - PLANNERS
 SCALE: AS SHOWN
 DATE: JAN 2015
 DRAWN BY: JCP
 CHECKED BY: JCP
 DESIGNED BY: JCP
 C338



UTILITY CROSSINGS — LIC

NO.	DATE	BY	REVISIONS
1	07-31-15	DP	REVISED PER PSL COMMENTS
2	08-11-15	DP	REVISED PER PSL COMMENTS
3	01-16-16	DP	REVISED PER PSL COMMENTS
4	01-16-16	DP	REVISED PER PSL COMMENTS
5	01-16-16	DP	REVISED PER PSL COMMENTS
6	01-16-16	DP	REVISED PER PSL COMMENTS
7	01-16-16	DP	REVISED PER PSL COMMENTS
8	01-16-16	DP	REVISED PER PSL COMMENTS
9	01-16-16	DP	REVISED PER PSL COMMENTS
10	01-16-16	DP	REVISED PER PSL COMMENTS

LEGEND

- DATE VALVE
- BLOW OFF VALVE
- INSPECTION SERVICE
- SINGLE WATER SERVICE (P.0.5)
- DOUBLE WATER SERVICE (P.0.5)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

Drainage Structure Chart

STRUCTURE	TYPE	STATION	OFFSET
D-30	5106-0149	121+24.14	13.00(1.1)
D-31	3106-0149	121+20.14	13.00(1.1)

UTILITY CROSSINGS — LIC

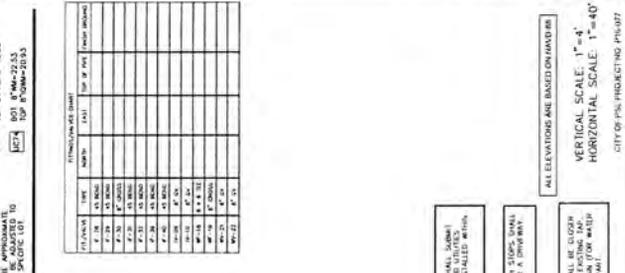
NO.	DATE	BY	REVISIONS
1	07-31-15	DP	REVISED PER PSL COMMENTS
2	08-11-15	DP	REVISED PER PSL COMMENTS
3	01-16-16	DP	REVISED PER PSL COMMENTS
4	01-16-16	DP	REVISED PER PSL COMMENTS
5	01-16-16	DP	REVISED PER PSL COMMENTS
6	01-16-16	DP	REVISED PER PSL COMMENTS
7	01-16-16	DP	REVISED PER PSL COMMENTS
8	01-16-16	DP	REVISED PER PSL COMMENTS
9	01-16-16	DP	REVISED PER PSL COMMENTS
10	01-16-16	DP	REVISED PER PSL COMMENTS

UTILITY CROSSINGS — LIC

NO.	DATE	BY	REVISIONS
1	07-31-15	DP	REVISED PER PSL COMMENTS
2	08-11-15	DP	REVISED PER PSL COMMENTS
3	01-16-16	DP	REVISED PER PSL COMMENTS
4	01-16-16	DP	REVISED PER PSL COMMENTS
5	01-16-16	DP	REVISED PER PSL COMMENTS
6	01-16-16	DP	REVISED PER PSL COMMENTS
7	01-16-16	DP	REVISED PER PSL COMMENTS
8	01-16-16	DP	REVISED PER PSL COMMENTS
9	01-16-16	DP	REVISED PER PSL COMMENTS
10	01-16-16	DP	REVISED PER PSL COMMENTS

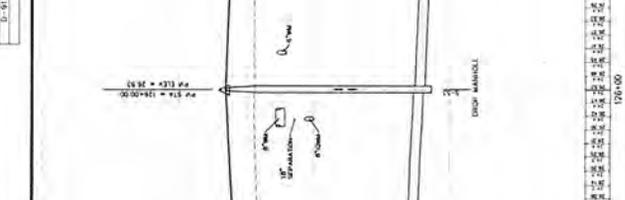
UTILITY CROSSINGS — LIC

NO.	DATE	BY	REVISIONS
1	07-31-15	DP	REVISED PER PSL COMMENTS
2	08-11-15	DP	REVISED PER PSL COMMENTS
3	01-16-16	DP	REVISED PER PSL COMMENTS
4	01-16-16	DP	REVISED PER PSL COMMENTS
5	01-16-16	DP	REVISED PER PSL COMMENTS
6	01-16-16	DP	REVISED PER PSL COMMENTS
7	01-16-16	DP	REVISED PER PSL COMMENTS
8	01-16-16	DP	REVISED PER PSL COMMENTS
9	01-16-16	DP	REVISED PER PSL COMMENTS
10	01-16-16	DP	REVISED PER PSL COMMENTS



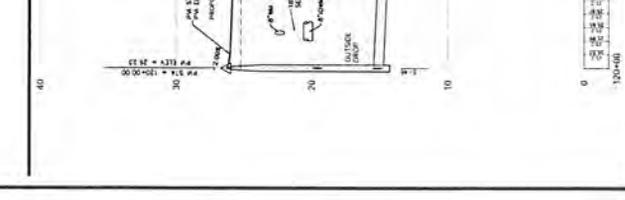
VERTICAL CURVE DATA

STATION	TYPE	START	END	MIN. POINT	MIN. ELEV.
120+00	V-1	120+00	120+00	120+00	120+00
121+00	V-2	121+00	121+00	121+00	121+00
122+00	V-3	122+00	122+00	122+00	122+00
123+00	V-4	123+00	123+00	123+00	123+00
124+00	V-5	124+00	124+00	124+00	124+00
125+00	V-6	125+00	125+00	125+00	125+00
126+00	V-7	126+00	126+00	126+00	126+00
127+00	V-8	127+00	127+00	127+00	127+00
128+00	V-9	128+00	128+00	128+00	128+00



VERTICAL CURVE DATA

STATION	TYPE	START	END	MIN. POINT	MIN. ELEV.
120+00	V-1	120+00	120+00	120+00	120+00
121+00	V-2	121+00	121+00	121+00	121+00
122+00	V-3	122+00	122+00	122+00	122+00
123+00	V-4	123+00	123+00	123+00	123+00
124+00	V-5	124+00	124+00	124+00	124+00
125+00	V-6	125+00	125+00	125+00	125+00
126+00	V-7	126+00	126+00	126+00	126+00
127+00	V-8	127+00	127+00	127+00	127+00
128+00	V-9	128+00	128+00	128+00	128+00



ALL ELEVATIONS ARE BASED ON MVD 88
 VERTICAL SCALE: 1"=4'
 HORIZONTAL SCALE: 1"=40'
 CITY OF POKA PROJECTING P19077

NO	DATE	BY	CK/D	REVISIONS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

Plan & Profile - Marigold Avenue
Sta. 128+00.00 to Sta. 131+98.36

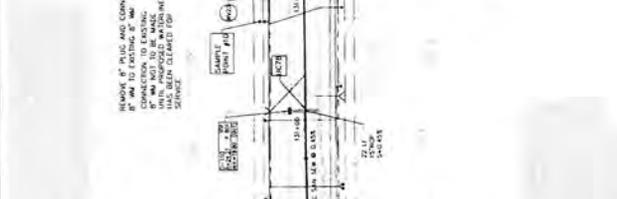
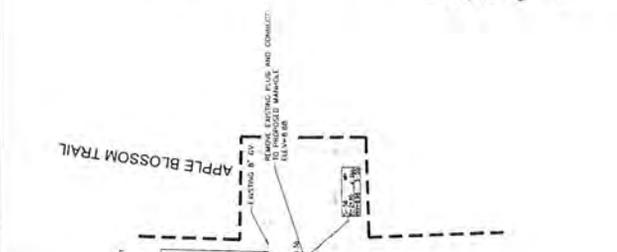
WITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

CPC ALTHA NO. 00002936
FILE NO. 120409

CARNAHAN-PROCTOR & ASSOCIATES
CONSULTING ENGINEERS - SURVEYORS - PLANNERS

SCALE: AS SHOWN
DATE: JULY 2015
DRAWN BY: KSI
CHECKED BY: DBP
DESIGNED BY: RFP

C.339



LEGEND

- GATE VALVE
- BLOW OFF VALVE
- WINDMILL SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - LOC.

473	801 15"WD=18"36
474	801 12"WD=15"36
475	801 8"WD=11"36
476	801 6"WD=9"36

DRAINAGE STRUCTURE CHART

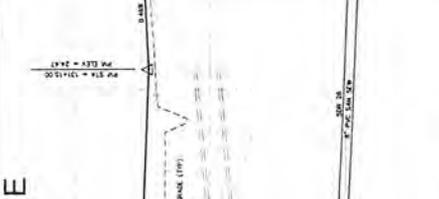
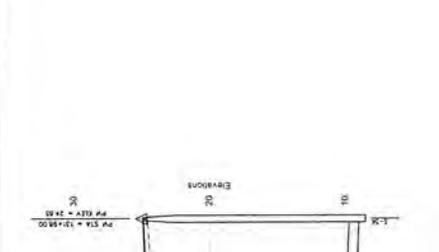
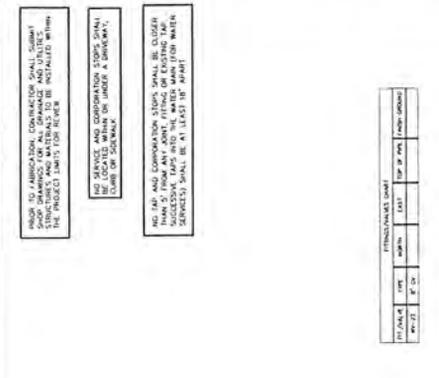
STRUCTURE	INLET	OUTLET
473	18" DIA.	18" DIA.
474	15" DIA.	15" DIA.
475	12" DIA.	12" DIA.
476	10" DIA.	10" DIA.

NOTE: ELEVATIONS SHOWN HEREIN ARE APPROXIMATE. VERIFY ALL ELEVATIONS AND SPACING TO LOCAL MONUMENTS AND SURVEY DATA.

NOTE: ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS RULES AND REGULATIONS.

NOTE: ALL SERVICE AND COORDINATION WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS RULES AND REGULATIONS.

NOTE: ALL ELEVATIONS ARE BASED ON NAVD83. VERTICAL SCALE: 1"=4'. HORIZONTAL SCALE: 1"=40'.



FINISH/ELEVATION CHART

FINISH	ELEV.	DATE	BY	CHKD.
AS SHOWN				

PROPOSED GRADE (TP)

0	131+00	131+05	131+10	131+15	131+20	131+25	131+30	131+35	131+40	131+45	131+50	131+55	131+60	131+65	131+70	131+75	131+80	131+85	131+90	131+95	132+00
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EXISTING GRADE (TP)

0	131+00	131+05	131+10	131+15	131+20	131+25	131+30	131+35	131+40	131+45	131+50	131+55	131+60	131+65	131+70	131+75	131+80	131+85	131+90	131+95	132+00
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EXISTING GRADE (TP)

0	131+00	131+05	131+10	131+15	131+20	131+25	131+30	131+35	131+40	131+45	131+50	131+55	131+60	131+65	131+70	131+75	131+80	131+85	131+90	131+95	132+00
---	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

EXISTING GRADE (TP)

0	131+00	131+05	131+10	131+15	131+20	131+25	131+30	131+35	131+40	131+45	131+50	131+55	131+60	131+65	131+70	131+75	131+80	131+85	131+90	131+95	132+00
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EXISTING GRADE (TP)

0	131+00	131+05	131+10	131+15	131+20	131+25	131+30	131+35	131+40	131+45	131+50	131+55	131+60	131+65	131+70	131+75	131+80	131+85	131+90	131+95	132+00
---	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

EXISTING GRADE (TP)

0	131+00	131+05	131+10	131+15	131+20	131+25	131+30	131+35	131+40	131+45	131+50	131+55	131+60	131+65	131+70	131+75	131+80	131+85	131+90	131+95	132+00
---	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------	--------

ALL ELEVATIONS ARE BASED ON NAVD83. VERTICAL SCALE: 1"=4'. HORIZONTAL SCALE: 1"=40'.

CITY OF PSC PROJECT NO. P1407

NO.	DATE	BY	CK/D.	REVISIONS

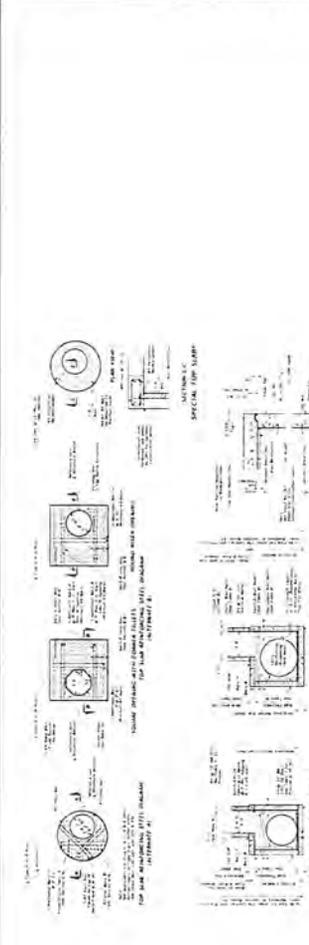
Drainage Details

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE A
TRADITION PLAT NO. 75

CPC AUTH. NO. 0002936
FILE NO. 120409

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KH
CHECKED BY: DP
RECORDED BY: CS000



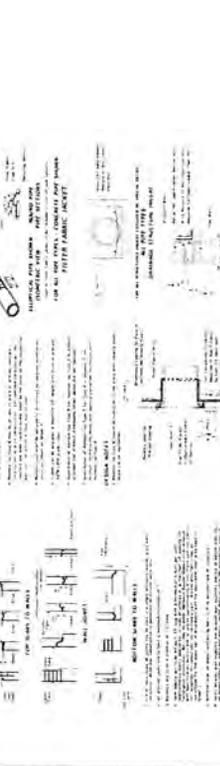
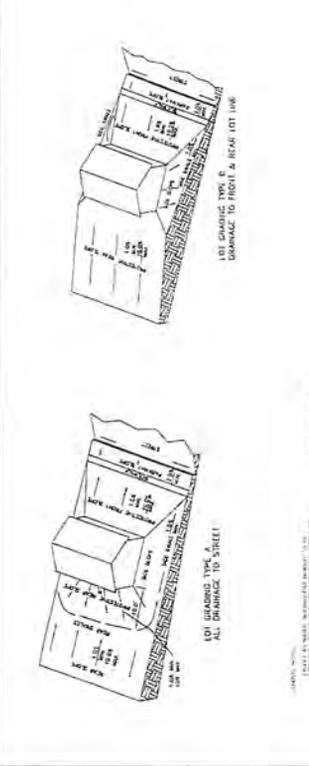
GENERAL NOTES

1. ALL MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF MIAMI SPECIFICATIONS FOR MANHOLES AND STRUCTURES.
2. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
3. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
4. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
5. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
6. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
7. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
8. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
9. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.
10. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 12" REINFORCED CONCRETE WALLS AND 12" REINFORCED CONCRETE SLABS.



U.S. FOUNDARY INLET

DRAINAGE STRUCTURE BOTTOMS



CONCRETE COLLAR DETAIL

FOOT INDEX 280

CITY OF MIAMI INSPECTOR: [Signature]

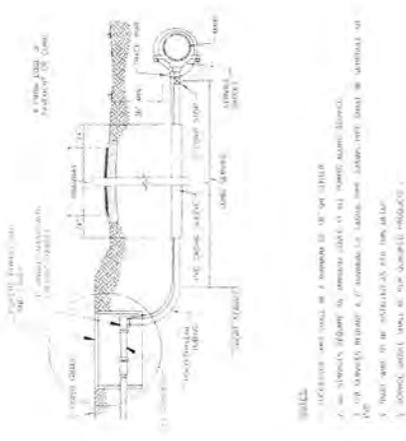


SCALE: AS SHOWN
 DATE: APR 2015
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number]

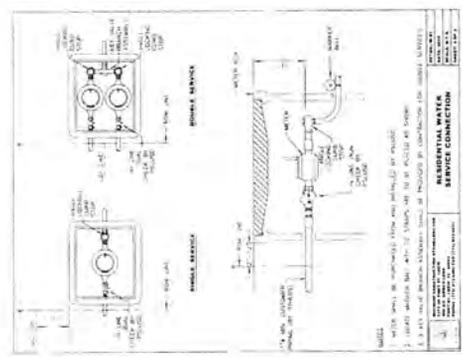
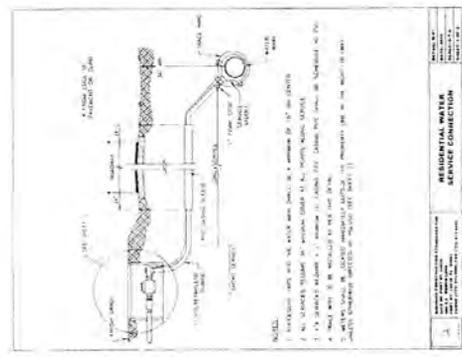
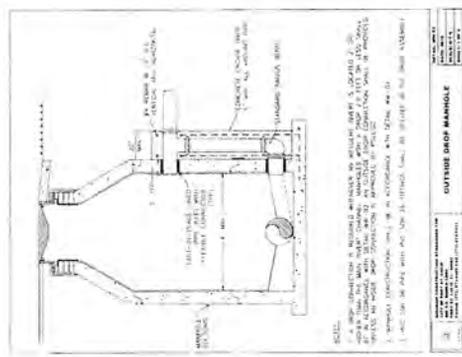
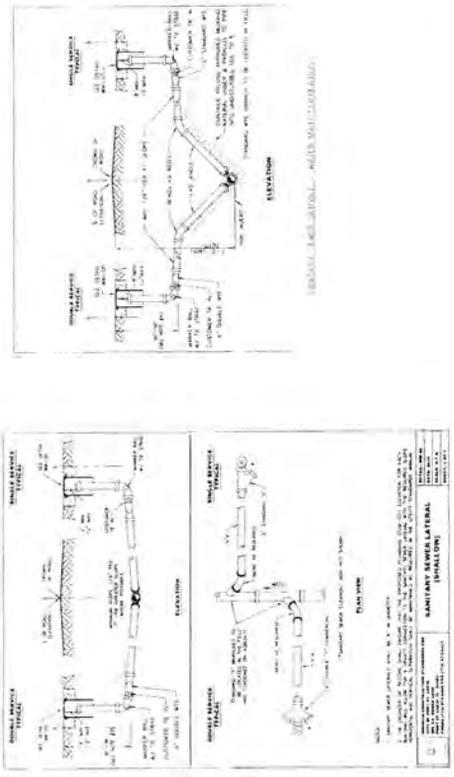
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 CONSULTING ENGINEERS - SURVEYORS & PLANNERS
CARNAHAN · PROCTOR · CROSS, INC.
 FILE NO 120409

UTILITY DETAILS
 VITALIA AT TRADITION
 RESIDENTIAL PARCEL - PHASE 4
 TRADITION PLAT NO. 75

NO	DATE	BY	CD	REVISIONS



RESIDENTIAL RECLAIM SERVICE DETAIL



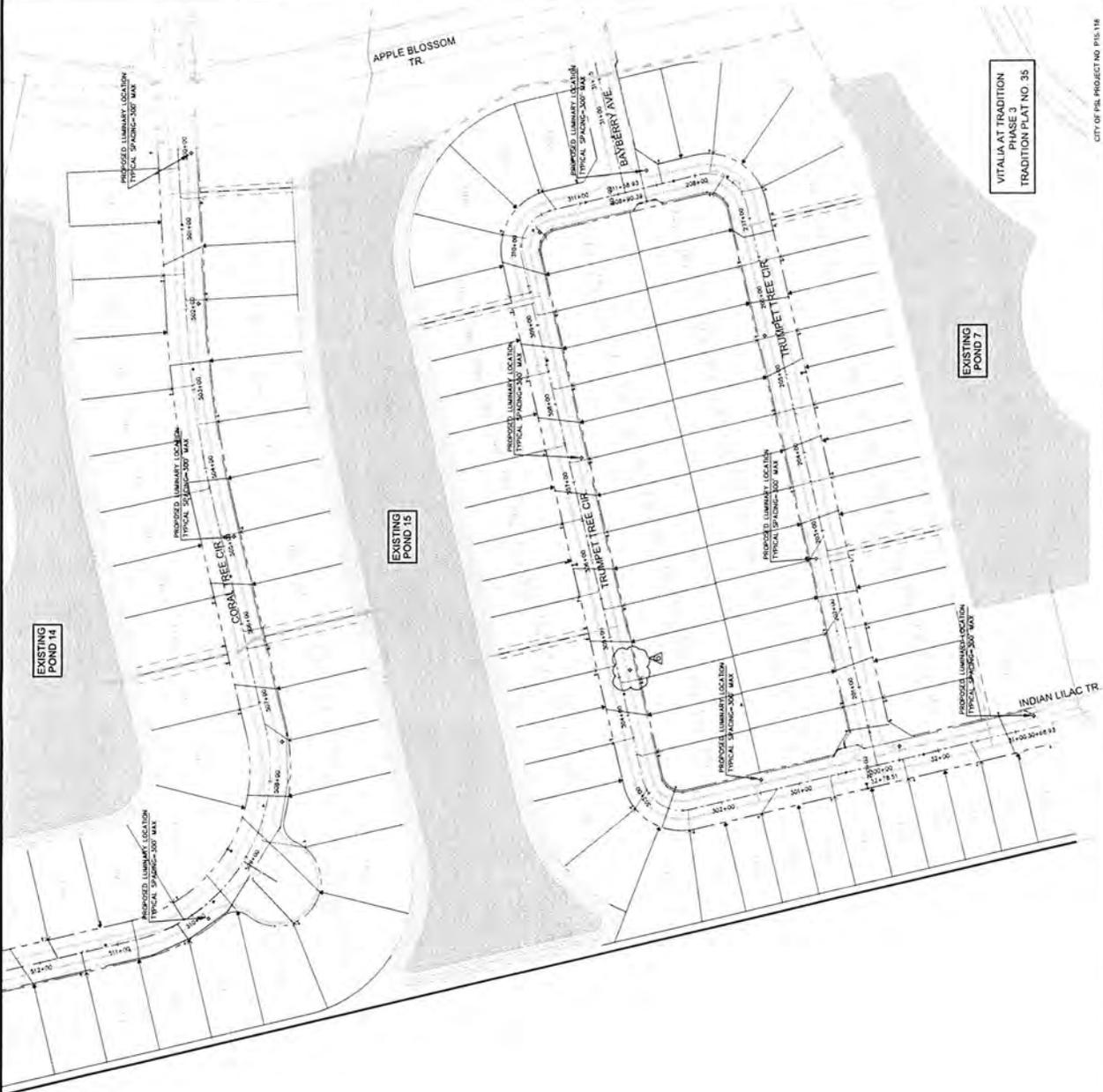
CITY OF PHS PROJECT NO. PH-097

NO	DATE	BY	CHKD	REVISIONS
6	09-26-16	RP	KH	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Street Lighting Plan
FILE NO 120409

CPC AUTH NO 00002936
SCALE: AS SHOWN
DATE: July 2011
DRAWN BY: MLI
CHECKED BY: DP
REVISIONS: C600



Street Lighting Plan

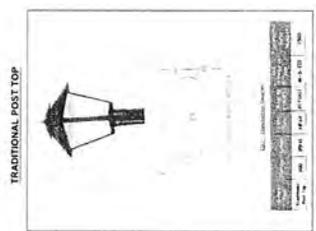
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

FILE NO 120409

CPC AUTH NO 00002936

SCALE: AS SHOWN
DATE: July 2011
DRAWN BY: MLI
CHECKED BY: DP
REVISIONS: C600

C. M. O'CONNELL
LICENSE NO. 10000
STATE OF FLORIDA
MECHANICAL ENGINEERING



TRADITIONAL POST TOP
LIGHT FIXTURE DETAIL

LIGHTING NOTES:
1. STREET LIGHTS SHALL NOT BE INSTALLED AT THE TIME OF ROADWAY CONSTRUCTION.
2. STREET LIGHT LOCATIONS MUST BE PROVIDED BY THE DEVELOPER AFTER THE ROADWAY IS COMPLETE.
3. THE MAXIMUM HEIGHT OF STANDARD LUMINAIRE SHALL NOT EXCEED THE MAXIMUM BUILDING HEIGHT PERMITTED BY TRUST FDC (25) T127, REVISOR 05-12-02, NOT APPLICABLE TO THIS PROJECT.
4. A MINIMUM HORIZONTAL SPACING OF 5' FROM THE CURB SHALL BE MAINTAINED.

KPL CONSTRUCTION NOTES:
1. ALL KPL LUMINAIRES SHALL BE INSTALLED AT A MINIMUM HEIGHT OF 15' FROM FINISHED GRADE.
2. STREET LIGHT LOCATIONS MUST BE PROVIDED BY THE DEVELOPER AFTER THE ROADWAY IS COMPLETE.
3. THE WALL DETERMINE CONDUIT SIZE AND VERTICAL FOR THE STREET LIGHT.
4. ALL FACILITIES MUST BE INSTALLED EITHER IN PLANTED LOCATIONS OR IN PLANTERS.
5. ALL 4" AND 6" PVC RIGID CONDUIT SHALL BE INSTALLED WITH 1/2" MINIMUM ELECTRIC BANDING SPACING.
6. ALL 4" AND 6" PVC RIGID CONDUIT SHALL BE INSTALLED WITH 1/2" MINIMUM ELECTRIC BANDING SPACING.
7. ALL 4" AND 6" PVC RIGID CONDUIT SHALL BE INSTALLED WITH 1/2" MINIMUM ELECTRIC BANDING SPACING.

VITALIA AT TRADITION
PHASE 3
TRADITION PLAT NO. 35

EXISTING POND 7

EXISTING POND 15

EXISTING POND 14

NO	DATE	BY	CHKD	REVISIONS
6	09-26-16	RP	KH	REVISED PER PSL COMMENTS

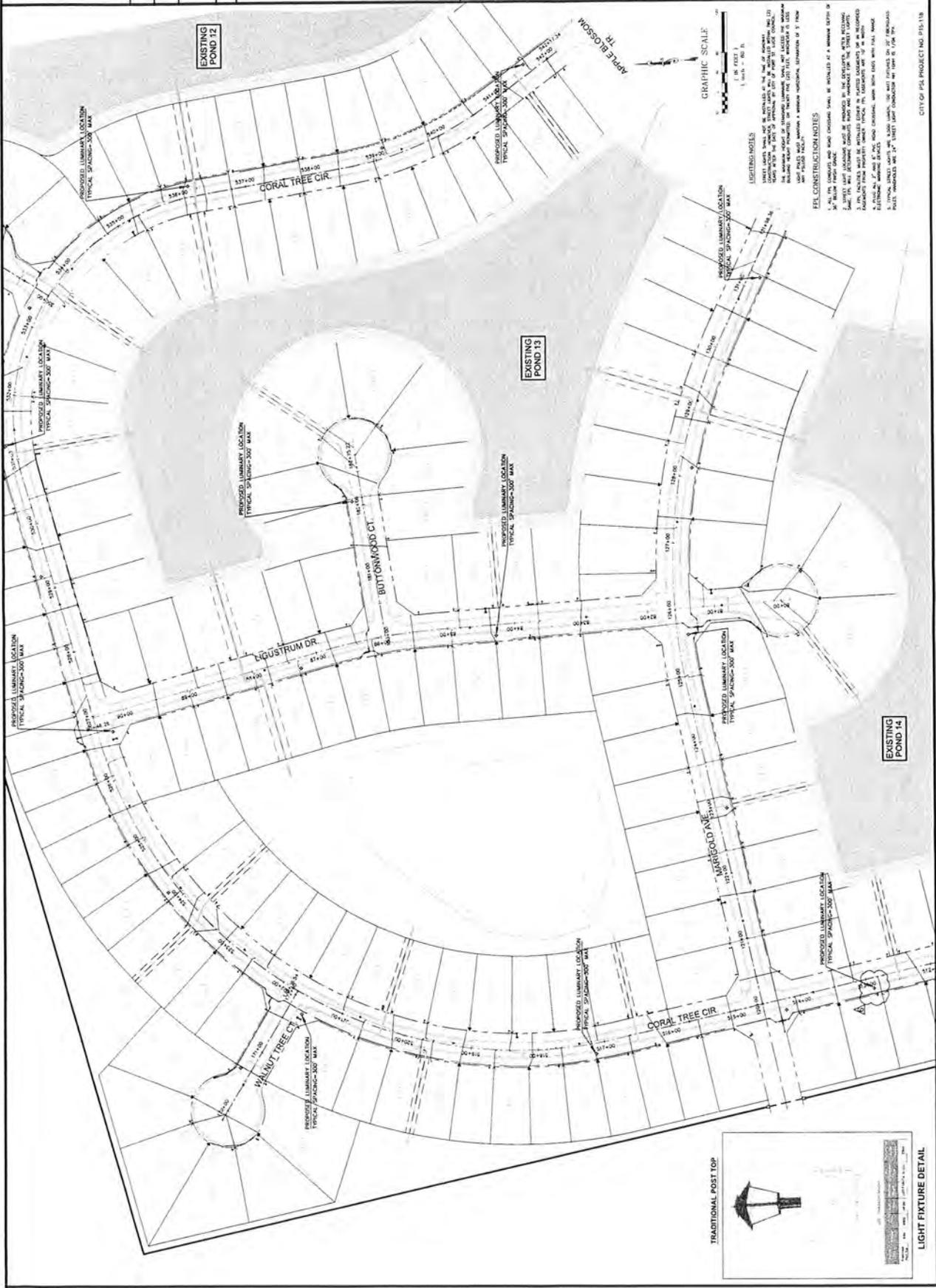
VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
Street Lighting Plan

FILE NO. 120409

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH NO. 00002936

SCALE: AS SHOWN
DATE: JULY 2015
DRAWN BY: M1
CHECKED BY: DP
DESIGNED BY: C601



LEGENDING NOTES

1. STREET LIGHTS SHALL BE INSTALLED AT THE END OF BLOCKS, CORNERS AND AT 100' INTERVALS ALONG ALL STREETS, UNLESS OTHERWISE NOTED.

2. STREET LIGHTS SHALL BE INSTALLED AT THE END OF ALLEYS, UNLESS OTHERWISE NOTED.

3. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

4. STREET LIGHTS SHALL BE INSTALLED AT THE END OF SIDEWALKS, UNLESS OTHERWISE NOTED.

5. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

6. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

7. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

8. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

9. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

10. STREET LIGHTS SHALL BE INSTALLED AT THE END OF DRIVEWAYS, UNLESS OTHERWISE NOTED.

FIELD CONSTRUCTION NOTES

1. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

2. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

3. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

4. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

5. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

6. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

7. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

8. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

9. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.

10. ALL FIELD CONSTRUCTION SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18" BELOW FINISH GRADE.



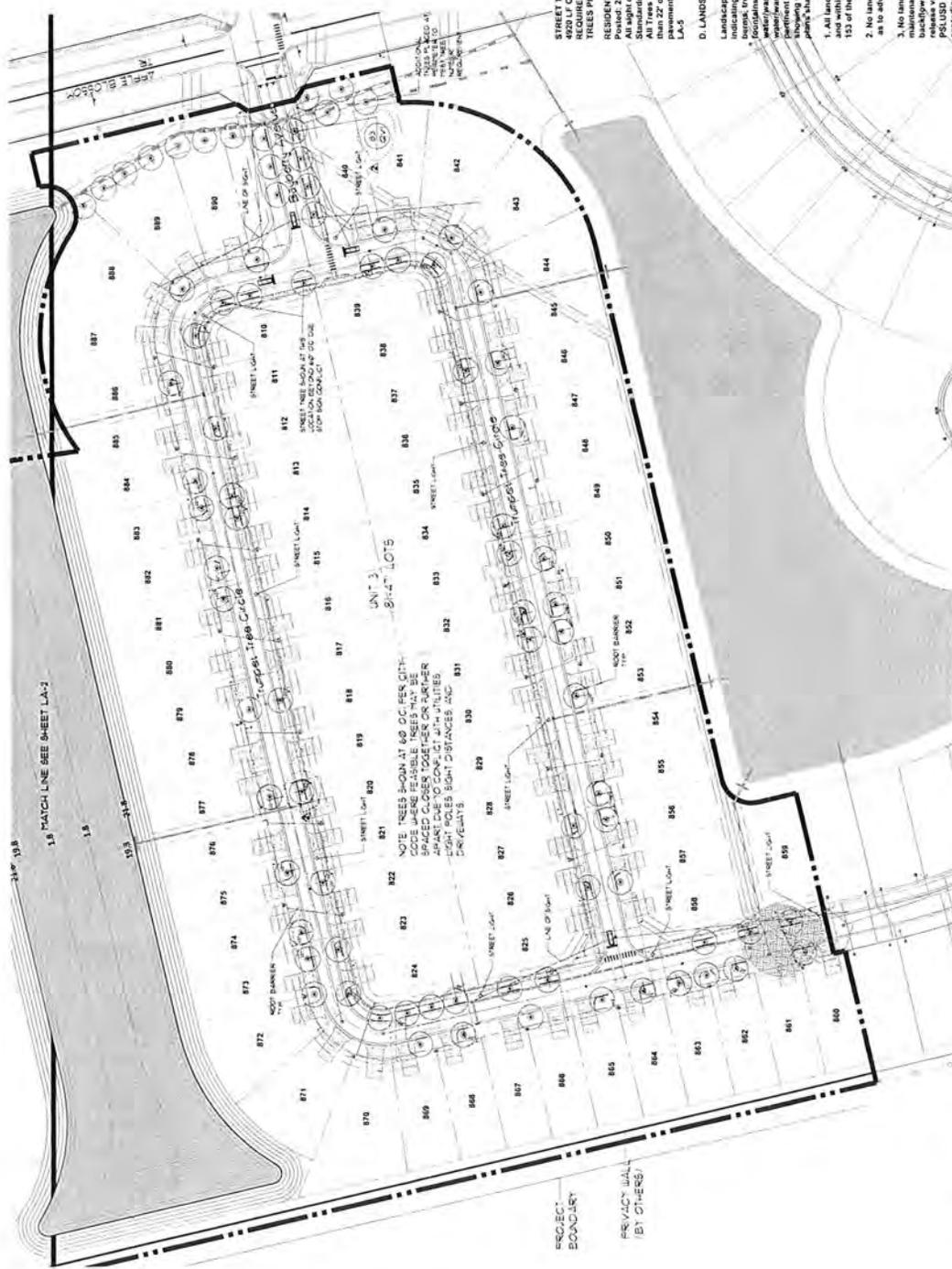
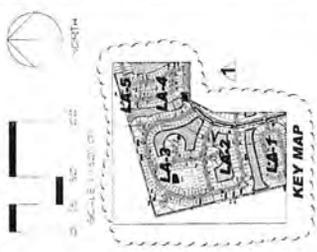
TRADITIONAL POST TOP
LIGHT FIXTURE DETAIL

DATE: JAN. 22, 2015
 DRAWN BY: J. JOHNSON
 CHECKED BY: M. JOHNSON
 PROJECT NO.: 15077
 SHEET NO.: LA-1
 1. Review for city standards.
 2. Review for utility standards.
 1/22/15

JOB TITLE
VITALA @ TRADITIONS, PHASE 4 UNITS 2-5
 City of Port St. Lucie, Florida
Street Tree Plan

MEISSA A. JOHNS
 LANDSCAPE ARCHITECTURE
 1111 W. WINDYBROOK
 MIAMI, FL 33135
 (305) 441-1111

LA-1
SHEET



STREET TREES:
 800 LF OF STREET FRONTAGE
 1" = 1" OF 60'-12" TREES
 TREES PROVIDED: 12

RESIDENTIAL STREETS:
 All eight distances shown drawn per FDOT 2013 Index 546 Design Posted: 25 mph; Design Speed: 30 mph
 All Trees within clear sight distance planted at a distance greater than 27' o.c. with a canopy clearance of 8.5' from the finish pavement grade to the bottom of the canopy. See detail Street LA-5

D. LANDSCAPE PLANS
 Landscape plans shall be submitted for the project indicating the location of landscape area, perimeter walls, foundations, fountains, tree wells, fences, gates, signs, decorative rocks, sculptures, benches, etc. The landscape plan shall include the location of water/wastewater/reclaimed water facilities, also, existing and proposed water/wastewater/reclaimed facilities, and right-of-way, lot lines and easements. The landscape plan shall include the location of all trees and shrubs. The landscape plan shall include and confirm to the following standard notes:

- All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall comply with Chapter 153 of the City of Ordinances and PSLUSD Utility Standards, as to adversely affect utility installation, operation, or maintenance.
- No landscaping other than sod grasses may be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air conditioning units, etc. Trees shall not be planted within the PSLUSD maintenance area. All requirements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

1 CITY OF PSL PROJECT NO. P16-077

NOTE: SEE SHEET LA-5 FOR PLANT LIST, DETAILS AND NOTES

D. LANDSCAPE PLANS

Landscape plans shall be submitted for the project indicating the location of landscape areas, perimeter walls, foundations, and any other features that may influence the location of water/water-reclaimed water facilities, also, existing and proposed water/water-reclaimed facilities, and right-of-way, lot lines and showing Official Record Book and page number, shall be included. The plans shall include and conform to the following standard notes:

1. All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall comply with Chapter 153 of the City's Code of Ordinances and PSLUSD Utility Standards.
2. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation, or maintenance.
3. No landscaping other than sod grasses may be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meter, backflow device, fire hydrant, sanitary sewer cleanout, and manholes, air PSLUSD infrastructure. All measurements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

STREET TREES:
 REQUIRED TREES AT 60' OC = 91 TREES.
 TREES PROVIDED: 106
RESIDENTIAL STREETS:
 Provided: 25 mph, Design Speed: 30
 All sight distances shown down per
 FDOT 2013 Index 446 Design
 Standards. Minimum clear sight distance
 planned at a distance greater than
 22' o.c. with a canopy clearance of
 10' above the pavement grade
 to the bottom of the canopy. See
 detail Sheet LA-5

NOTE: TREES SHOWN AT 60' OC
 MEET CITY CODE WHERE FEASIBLE
 TREES MAY BE SPACED CLOSER
 TOGETHER OR FURTHER APART
 DEPENDING ON THE SITE
 SPECIFIC SIGHT DISTANCES AND
 PRIVACY ADDITIONAL TREES
 PLACED AROUND HOMES TO MEET
 RESIDENTS' NEEDS



NOTE: SEE SHEET LA-5 FOR PLANT LIST, DETAILS AND NOTES

DATE: 04/16/2013	BY: JLD
REVISION: 01	DESCRIPTION: 1.00
REVISION: 02	DESCRIPTION: 2.00
REVISION: 03	DESCRIPTION: 3.00
REVISION: 04	DESCRIPTION: 4.00
REVISION: 05	DESCRIPTION: 5.00
REVISION: 06	DESCRIPTION: 6.00
REVISION: 07	DESCRIPTION: 7.00
REVISION: 08	DESCRIPTION: 8.00
REVISION: 09	DESCRIPTION: 9.00
REVISION: 10	DESCRIPTION: 10.00
REVISION: 11	DESCRIPTION: 11.00
REVISION: 12	DESCRIPTION: 12.00
REVISION: 13	DESCRIPTION: 13.00
REVISION: 14	DESCRIPTION: 14.00
REVISION: 15	DESCRIPTION: 15.00
REVISION: 16	DESCRIPTION: 16.00
REVISION: 17	DESCRIPTION: 17.00
REVISION: 18	DESCRIPTION: 18.00
REVISION: 19	DESCRIPTION: 19.00
REVISION: 20	DESCRIPTION: 20.00
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REVISION: 22	DESCRIPTION: 22.00
REVISION: 23	DESCRIPTION: 23.00
REVISION: 24	DESCRIPTION: 24.00
REVISION: 25	DESCRIPTION: 25.00
REVISION: 26	DESCRIPTION: 26.00
REVISION: 27	DESCRIPTION: 27.00
REVISION: 28	DESCRIPTION: 28.00
REVISION: 29	DESCRIPTION: 29.00
REVISION: 30	DESCRIPTION: 30.00

CITY OF PSL PROJECT NO. P16-077

JOB TITLE
Street Tree Plan
VITALA @ TRADITIONS, PHASE 4 UNITS 2-5
 City of Port St. Lucie, Florida

MELISSA A. JOYNES
 4111 Highway 101
 Port St. Lucie, FL 34952
 LANDSCAPE ARCHITECTURE
 PROFESSIONAL SEAL

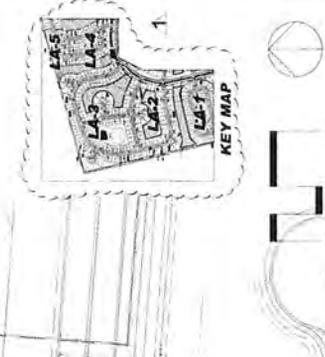
LA-4
 SHEET

STREET TREES
 SHALL BE PLANTED AT THE
 REQUIRED DISTANCE FROM THE
 CURB OR SIDEWALK AS SHOWN
 ON THIS PLAN.
RESIDENTIAL STREETS:
 30' from curb, 5' from sidewalk
COMMERCIAL STREETS:
 30' from curb, 5' from sidewalk

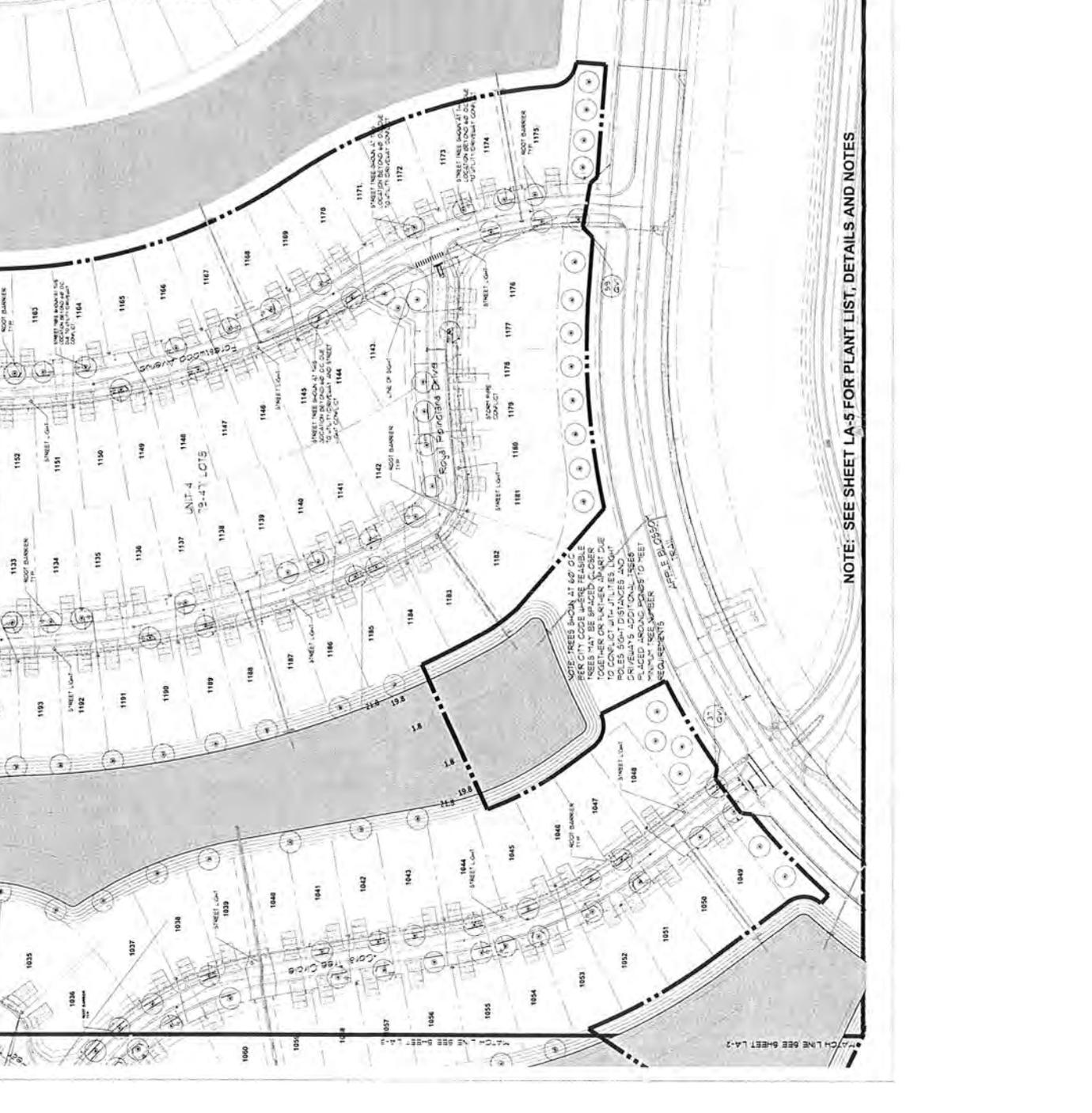
D. LANDSCAPE PLANS
 Landscaping shall be submitted for the project
 indicating the location of landscape areas, perimeter walls, foundations,
 fountains, and any other features that may influence the location of
 water/water-restrained water facilities; also, existing and proposed
 water/water-restrained water facilities, and right-of-way, lot lines and
 pertinent easements, shall be shown. The landscaping plan shall include
 showing Official Record Book and page number, shall be included. The
 plans shall include and conform to the following standard notes:

1. All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall comply with Chapter 153 of the City's Code of Ordinances and PSLUSD Utility Standards.
2. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation, or maintenance.
3. No landscaping other than soft grasses may be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meters, valves, valves, etc. Tree shall not be placed within ten (10) feet of any PSLUSD infrastructure. All measurements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

NOTE: TREES SHALL BE PLANTED AT THE REQUIRED DISTANCE FROM THE CURB OR SIDEWALK AS SHOWN ON THIS PLAN. TO AVOID CONFLICT WITH UTILITIES, LIGHT POLES, SIGN DISTANCES AND DRIVEWAYS, ADDITIONAL TREE PLACEMENTS MAY BE REQUIRED TO MEET ALL CITY CODE REQUIREMENTS.



1. CITY OF PSL PROJECT NO. P16-077
 SHEET





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11E
Meeting Date: 10/24/16

TO: Mayor and City Council

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

FROM: O. Reginald Osenton, City Attorney 

Agenda Item: Resolution: Authorization to Execute an Amendment to a Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation

Submittal Date: 10/20/2016

STRATEGIC PLAN LINK: Goal 4 – Improved Mobility within Port St. Lucie

BACKGROUND: Pursuant to the request of the Public Works Department, I have reviewed the proposed Amendment to a Traffic Signal Maintenance and Compensation Agreement ("Amendment") between the State of Florida Department of Transportation ("FDOT") and the City of Port St. Lucie, which concerns the maintenance and continuous operation of traffic signals, traffic signal systems, control devices, beacons, displays, etc. (collectively, "Traffic Signals and Devices") on the State Highway System within the City of Port St. Lucie. The City and FDOT previously entered in and executed similar agreements for past FDOT fiscal years. The City's execution of the most recent Traffic Signal Maintenance and Compensation Agreement ("2015 Agreement") was approved at the June 22, 2015 Regular City Council Meeting pursuant to City Resolution 15-R55. Said 2015 Agreement was to remain in effect for the twenty (20) year period of July 1, 2015 through June 30, 2035.

The Amendment provides for needed updates to the 2015 Agreement such as standard payment terms to ensure invoices are paid, simplified language for penalties and retainage, force majeure language to remove liability from the City for acts of God. The 2015 Agreement provides that FDOT will pay the City an annual compensation amount based on FDOT's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A to the 2015 Agreement. Although subject to change, the exhibits attached to the Amendment provide that FDOT will pay to the City a total lump sum of \$102,396.00 (minus any retainage or forfeiture) for FDOT fiscal year July 1, 2016 through June 30, 2017.

ANALYSIS: The City's maintenance responsibilities include, but are not limited to: locates, periodic, preventative maintenance, restoration of services, and emergency maintenance of the Traffic Signals and Devices. Exhibit A to the 2015 Agreement contains all Traffic Signals and Devices on the State Highway System which are within the City's jurisdictional limits. The City and FDOT will update Exhibit A on an annual basis as necessary. Each time Exhibit A is

updated, an amendment to the 2015 Agreement will be necessary, such as the one which is the subject of this item. Future compensation payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B to the 2015 Agreement.

FINANCIAL INFORMATION: The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibits A and B to the 2015 Agreement.

LEGAL INFORMATION: I have prepared the required resolution authorizing the execution of this Amendment for City Council's review and approval. In addition, said resolution shall serve to authorize the City Manager, Interim City Manager and City Engineer, and their designees, to take all actions necessary to implement the terms and conditions of the Agreement and to accomplish the purposes set forth therein.

Due to the time sensitive nature of this matter, I am submitting this resolution directly to City Council and the City Manager on behalf of the Public Works Department. I am requesting that this resolution be processed as necessary so that this matter may be placed on the agenda for the October 24, 2016 Regular City Council Meeting.

STAFF RECOMMENDATION: Approval of the Agreement is recommended by the Public Works Department.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: Various locations. See Exhibit A to the 2015 Agreement

ATTACHMENTS:

1. Authorizing Resolution with the Amendment to the Traffic Signal Maintenance and Compensation Agreement with the State of Florida Department of Transportation attached thereto as Exhibit "A"
2. 2015 Traffic Signal Maintenance and Compensation Agreement as approved under Resolution 15-R55

cc: James Angstadt, P.E., Public Works Director
Yolanda Ruiz, Transportation Technician – Public Works Department

RECEIVED

OCT 21 2016

CITY MANAGER'S OFFICE

ATTACHMENT “1”

(to Council Agenda Memorandum)

RESOLUTION 16-R83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") previously entered into a Traffic Signal Maintenance and Compensation Agreement, on or about June 4, 2015, with the State of Florida Department of Transportation ("FDOT") for the maintenance and continuous operation of certain traffic signals, traffic signal systems, control devices, beacons, displays, etc. (collectively, "Traffic Signals and Devices") on the State Highway System within the City of Port St. Lucie; and

WHEREAS, by a resolution approved by the City Council of Port St. Lucie on June 22, 2015, Resolution 15-R55, the City ratified and adopted the aforesaid agreement; and

WHEREAS, the aforesaid agreement is for a period of twenty (20) years which commenced on July 1, 2015; and

WHEREAS, FDOT has requested that the City enter into the attached Amendment to the Traffic Signal Maintenance and Compensation Agreement (the "Amendment"); and

WHEREAS, the aforesaid Amendment provides for needed updates to the Traffic Signal Maintenance and Compensation Agreement such as standard payment terms to ensure invoices are paid, simplified language for penalties and retainage, force majeure language to remove liability from the City for acts of God; and

WHEREAS, the City deems it in the public interest to continue to provide for the maintenance and continuous operation of the Traffic Signals and Devices along the State Highway System within the City of Port St. Lucie, and concurs within the provisions of the Amendment.

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

RESOLUTION 16-R83

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The City Manager, Interim City Manager, or his/her designee, is hereby authorized to enter into, execute and deliver to FDOT the Amendment, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and such other documents necessary to implement the terms of said Agreement.

3. The City Manager, Interim City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the Agreement, and accomplish the purposes set forth therein.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 24TH 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

EXHIBIT “A”

(to authorizing Resolution)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARY 19
FINANCIAL PROJECT NO. 42780568801
F.E.I.D. NO. 596141662018
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of [_____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Port St. Lucie, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO.	<u>ARY 19</u>
FINANCIAL PROJECT NO.	<u>42780588801</u>
F.E.I.D. NO.	<u>596141662018</u>

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under the City Council to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
 9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates the City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated

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times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
- c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.

- 32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
- 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
- 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
- 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
- 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
- 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall

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refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

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EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (**minus any retainage or forfeiture**) in Exhibit A. The Maintaining Agency will receive one lump sum payment (**minus any retainage or forfeiture**) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (**minus any retainage or forfeiture**) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 **PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT****EXHIBIT C****Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency Date

District Traffic Operations Engineer Date

ATTACHMENT “2”

(to Council Agenda Memorandum)

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CONTRACT NO. APV 19
FINANCIAL PROJECT NO. 42780598801
F.E.I.D. NO. 596141662018

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this 2 day of July, 2015 between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Port St. Lucie, Florida, herein called the ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under Resolution 15-R55 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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- 25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
- 26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
- 27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
- 28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
- 29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
- 30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
- 31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
- 32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
- 33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 34. Exhibits A, B, and C are attached and incorporated by reference.
- 35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

Port St. Lucie, Florida
(Maintaining Agency)

By Jeff Bremer
(Authorized Signature)

Print/Type Name: JEFF BREMER

Title: CITY MANAGER

Attest: Padava

Attorney: [Signature] Date: 10-30-15

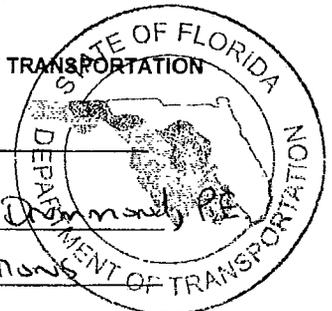
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By [Signature]
(Authorized Signature)

Print/Type Name: COURTNEY DORRANCE

Title: DIRECTOR OF OPERATIONS

Legal Review: [Signature]



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Exhibit A										
Compensation for Maintaining Traffic Signals and all other Devices for FY										
15/16										
Effective Date: from 7/1/15 to 6/30/16										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
U.S. 1 AT PORT ST LUCIE BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
U.S. 1 AT JENNINGS RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
U.S. 1 AT LYNGATE DR/TIFFANY AVE.	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
U.S. 1 AT VET MEM PKWY/WALTON RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
U.S. 1 AT VILLAGE GREEN DR	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
U.S. 1 AT LENNARD RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
PORT ST LUCIE BLVD AT MORNINGSIDE BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
PORT ST LUCIE BLVD AT VET MEM PKW YWESTMORELAND BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
PORT ST LUCIE BLVD AT FLORESTA DR	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040

Location	Signals (TS)	Interconnected & monitored (IMTS)	Control Beacon (ICB)	Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (Using Unit Rates from Exhibit B)
PORT ST LUCIE BLVD AT AIROSO BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
PORT ST LUCIE BLVD AT BAYSHORE BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
PORT ST LUCIE BLVD AT GOWIN DR	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
FLORIDA TPKE SOUTHBOUND ON/OFF RAMP AT BECKER RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
FLORIDA TPKE NORTHBOUND ON/OFF RAMP AT BECKER RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
I-95 SOUTHBOUND ON/OFF-RAMP AT GATLIN BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
I-95 NORTHBOUND ON/OFF RAMP AT GATLIN BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
I-95 NORTHBOUND ON/OFF RAMP AT CROSSTOWN PKWY	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
I-95 SOUTHBOUND ON/OFF RAMP AT CROSSTOWN PKWY	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040

Location	Signals (TS)	Interconnected & monitored (IMTS)	Control Beacon (ICB)	Flashing Beacon (PFB)	Fire Dept. Signal (FDS)	Warning Display (SAWD) or Blank Out sign (BOS)	Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
I-95 SOUTHBOUND ON/OFF RAMP AT BECKER RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
I-95 NORTHBOUND ON/OFF RAMP AT BECKER RD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
I-95 NORTHBOUND ON/OFF RAMP AT ST. LUCIE WEST BLVD	\$3,040	\$0	-	-	-	-	-	-	\$0	\$3,040
PSL BLVD AT FIRE STATION NO. 5	-	-	-	-	\$1,064	-	-	-	\$0	\$1,064
Total Lump Sum Amount*										\$64,904.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of ~~\$64,904.00~~.


 Maintaining Agency

6/27/15
 Date


 District Traffic Operations Engineer

8/3/15
 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

COLIN BAENZIGER  ASSOCIATES

EXECUTIVE RECRUITING

Section 5

Russell "Russ" D. Blackburn

*Port St. Lucie City Manager
Candidate Report*

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Cover Letter and Resume

Russ D. Blackburn



E-mail: RBlackburn@aol.com

August 15, 2016

Mr. Colin Baenziger
2055 South Atlantic Avenue
Suite 504
Daytona Beach Shores, FL 32118

Dear Colin:

I am pleased to submit my qualifications for the Port St. Lucie City Manager position. You will see from my resume that I have served in executive level positions in some of the nation's most dynamic cities and counties. In addition to excellent skills in strategic planning, communication and financial management, I have demonstrated success in leading average organizations to become high performing, premier local governments.

My leadership experiences in the City of Gainesville and the rapidly growing communities of Loudoun County, Virginia, Lee and Martin County, Florida, have helped me to develop a skill level for managing change which few local government managers possess. I have a proven track record of helping elected officials to strategically identify goals and objectives and of leading staff to achieve the governing body's objectives.

As I reflect on the experiences I have had in local government and my understanding of the needs of the City I am a natural fit for the position. I was successful in providing outstanding public services and building an enduring organization in Martin County. In Gainesville I partnered with the University of Florida and the private sector to diversify the economy and develop a technology cluster which now plays a major role in the community's economy. One of my strongest skill sets is economic development. In Charleston, SC, I led the historic City's downtown and neighborhood revitalization program and in a dual role served as Executive Director of the Gainesville Community Redevelopment Agency. I have extensive experience helping the private sector to develop significant communities and buildings while enhancing the quality of life for the existing City and County residents.

Port St. Lucie's natural beauty and strategic location on the Treasure Coast have helped the community to become one of Florida's premier sites in a remarkably short time period. I want to be part of helping the City to reach its limitless potential and to provide the leadership and structure for the organization to be considered as the most customer friendly mid-sized city in the nation.

Section 5

Three transformative initiatives which I facilitated in Gainesville have the potential to transfer to Port St. Lucie: a comprehensive customer service focus, creation of a continuous staff improvement program and an innovative police/citizen engagement program. A cross departmental team was engaged to identify the key components of outstanding customer service and to implement and ingrain a culture of service. The team focused on the 4C's: competent, commitment, conscientious and communication as the unifying foundation for outstanding customer service. These values were communicated relentlessly, surveyed and employee performance was evaluated based upon these values. Employees need continuous education and skill enhancement to perform at the highest level. To provide the framework and curriculum for continuous learning the Gainesville Corporate University was established. This program reduced duplication and costs while institutionalizing learning opportunities for employees. Most of the course offerings rely on peer facilitation and provide learning modules from early career employees to seasoned managers. A program element focuses on current supervisor training needs and a nationally acclaimed Emerging Leaders program offers a combination of training and experiential learning to prepare employees to be supervisors. The Police Advisory Council provided advice to me and the Chief, convenes meetings in the community, provides feedback on the unintended consequences of policy and serves as a community liaison in times of crisis.

To decide if I am the individual to implement policy directives and lead the organization on behalf of the City Council, the Mayor and Council should understand the personal characteristics which I would bring to the organization. First and foremost, I reach decisions based on a consistent set of values and principles. Honesty, fairness, hard work, caring, innovation, integrity and follow-through, create a foundation which fosters trust and sets the example for a high performing team.

I hope that my resume and character description generate sufficient interest for the Mayor and Council's further consideration of my qualifications for the City Manager position.

Sincerely,



Russ Blackburn

Russ Blackburn

[REDACTED], work (352) 334-5010

E-Mail: Rblackburnd@aol.com

QUALIFICATIONS

Executive level leadership and management experience in premier cities and counties; areas of strength include organization development, citizen engagement, growth management, finance, redevelopment and public/ private partnerships. Possess the skills, positive attitude and ability to move complex organizations to a culture of high performance.

RELEVANT EXPERIENCE

City Manager, City of Gainesville, Florida

2005-2015

Host community to the University of Florida, the City of 126,000 residents serves as the economic and cultural hub of North Central Florida. In addition to the academic and medical employment base the City is home to a cluster of technology and bio-science businesses. Gainesville employs over 2200 individuals with 1300 employees under the supervision of the City Manager. The FY 16 budget for functions under the authority of the City Manager is \$300,000,000 with a general fund budget of \$108,000,000.

Duties and Responsibilities of the City Manager

- Chief Administrative Officer of one of the top mid-sized cities in the United States. In 2006, Gainesville was ranked #1 in Cities Ranked and Rated. In subsequent years Gainesville constantly ranks in the top 10 of most community rankings in a variety of measures.
- Report directly to the seven member City Commission.
- Provide leadership to the functions of City Government reporting to the City Manager as outlined in the City Charter including planning and development services, regional transit agency, public works, Police, Fire and Rescue, Parks, Recreation and Culture, neighborhood improvement and supportive administrative services.
- Serve as the Chief Executive Officer of the Community Redevelopment Agency.
- Provide executive leadership and management oversight to the City's \$500,000,000 pension plan.
- Serve as leader, manager for the provision of services provided county wide including arts and culture and traffic signal monitoring and management
- Assisted the City Commission to implement an effective strategic planning process.

Achievements

- Provided leadership to achieve national accreditation for the Police, Fire and Rescue, Public Works and Parks, Recreation and Culture Departments.

- Collaborated with the University of Florida and private property owners to devise and adopt in 120 days a new ready to build land use and zoning category for a 40 acre collection of parcels locally known as the Innovation District. Since adoption the Innovation District has seen substantial investment including, a 50,000 sq. ft. business incubator, renovation and occupancy of over 200,000 sq. ft. of property for new business ventures and construction of over 400 rental units. At build-out the I-District will be home to over 4 million sq. ft. of space to accelerate the commercialization of ideas generated by University affiliated faculty and students.
- Facilitated implementation of an organization development system to prepare Gainesville's workforce for the future; Gainesville Corporate University, Leadership Through Innovation and the Emerging leaders programs have been implemented to encourage employee growth and foster supervisory experiences.
- Guided the evolution of the City into the digital age; placing major service transactions on-line, implementing an open data portal, on-line survey tools and on-line departmental performance and benchmarking information.

County Administrator, County of Martin, Stuart, Florida

1997-2005

Martin County is located on the southeast coast of Florida immediately north of Palm Beach County. With a current population of 149,000, the county is in the rapidly developing outer edge of south Florida. The county provided a municipal level of services with an FY 2005 adjusted budget of approximately \$440,000,000.

Duties and Responsibilities of County Administrator:

- Chief administrative officer of an award winning, high performance organization with 870 Board of County Commission (B.O.C.C.) employees and 1700 total employees.
- Report directly to the five member Board of County Commissioners.
- Provide leadership to the employees carrying out B.O.C.C. policies including: growth management, water and sewer, solid waste, engineering, fire and rescue, parks and recreation, transit, airport, water quality and human services.
- Facilitate organizational excellence, intergovernmental cooperation, accountability and community engagement.
- Responsible for assisting the B.O.C.C. to develop a vision and strategic plan.

Achievements

- Moved an average organization to a culture of high performance. Citizen surveys verified a 43% increase in citizen satisfaction levels during my tenure.
- Established Martin County as a national leader in communicating with residents and the B O. C.C. Award winning tools such as Martin County Television, County Page, Out Reach Martin, the County web site and Martin Cares (a citizen orientation program) are recognized as benchmarks in local government.
- Restored credibility and accountability to the capital construction program.
- Initiated The Martin Institute for Life Long Learning and Education, a program to continuously enhance employee skills.
- Assisted the B.O.C.C. to acquire 43,000 acres of preservation land.

Section 5

- Negotiated a public/private partnership for solid waste disposal.
- Recommended fiscal policies which required a 10% general fund reserve, a 10 year capital plan and a 3 year technology investment plan. These systems improvements contributed to the County's bond rating being upgraded to A+.
- Awarded the 2003 ICMA award for Intergovernmental Cooperation

Deputy County Administrator, County of Loudoun, Leesburg, Virginia. 1989-1997

Located in the Washington, D.C. metropolitan area, Loudoun County (current population 350,000) has historically been one of the most progressive local government service providers in the nation. It is governed by a nine member Board of Supervisors and provides a full range of local government services including funding the County school system. The FY 1997 budget was in excess of \$600 million dollars.

Duties and Responsibilities

- Served as a key member of a senior leadership team which emphasized total quality.
- Supervised the financial, human services and public safety departmental grouping which totaled over 500 employees.
- Project manager for major capital projects.
- Served as staff liaison to three of the Board of Supervisors standing committees.

Achievements

- Devised and implemented a financing and construction methodology plan for 300,000 square feet of government office space. The approach included a public/private partnership using lease/purchase and design/build.
- Led a team which consolidated the general county government and school system health insurance plans resulting in first year cost savings of \$1million dollars.
- Co-developed with representatives, of the Chamber of Commerce and Virginia Tech University, a leadership development program for the County of Loudoun.
- First in Virginia to use tax increment financing to provide public sewer to 250 residences.
- Served as chairman of the Pneumans End Regional Jail Authority.

Assistant County Administrator, County of Lee, Fort Myers, Florida 1987-1989

Lee County (current population: 649, 000) is located on Florida's southwest coast and has been for decades one of the fastest growing counties in the nation. It provides water and sewer, transit, tourism development, land use and construction and repair of roads and bridges. Tourism destinations include historic Fort Myers, Sanibel and Captiva Islands.

Duties and Responsibilities

- Provided leadership to the growth and development oriented departments.
- Supervised over 600 employees in the Departments of Transportation and Engineering, Facilities Management, Real Estate and Community Development.
- Served as liaison with the building industry and citizens groups on development issues.

Achievements

- Reengineered and implemented a one stop development review process.
- Instituted neighborhood design charrettes for major transportation projects.
- In partnership with the construction industry instituted a reduction in building permit and inspection processing time, increasing permit fees and staffing.
- Proposed, and implemented a program which orients community leaders to Lee County services. Lee Grows initiated in 1988 continues to this day.

Assistant County Administrator, County of Greenville, Greenville, S.C.

1984-1987

Located in South Carolina's up country, Greenville County is home to 386,000 residents. As the state's most populous county, it boasts a thriving economy and is the North American Headquarters of Michelin and BMW.

Duties and Responsibilities

- Developed strategies to improve the effectiveness of County services.
- Project manager for development of a 324,000 square feet one stop government office.
- Provided supervision for the Detention Center, Law Enforcement Support, Employment and Training, Public Buildings, Vehicle Service Center, and Solid Waste Departments.

Achievements

- Converted a 324,000 square feet. Retail mall into a county multi-purpose center housing 18 public service agencies.
- Partnered with employees and a consultant to improve productivity, review charges and bench mark service delivery methods in the vehicle service center.
- Reduced the need for additional personnel by entering into a memo of understanding with the South Carolina Employment Office to recruit entry and mid-level workers.

OTHER RELEVANT EMPLOYMENT

Community Development Administrator-City of Charleston, S.C. 1982-1984
Director of Planning and Grants Administration, City of Beaufort, S.C. 1977-1981
Program Analyst, Lower Savannah Council of Governments, Aiken, S.C. 1976-1977

EDUCATION

Master of Public Administration, Georgia Southern University
Bachelor of Arts, Political Science, Valdosta State University

PROFESSIONAL AFFILIATIONS

- International City/County Management Association – Credentialed Manager
- Florida City/County Management Association – President-2013/14,
- United Way of North Central Florida-Board Member 2006-2012, 2009 Campaign Chairperson
- Florida Center for Local Government Excellence, located at Florida State University- Board Member 2010-2013
- Florida League of Cities-Board Member, 2014-2015; 2014 and 2015 Home Rule Hero
- Rotary International

Candidate Introduction

RUSS BLACKBURN

EDUCATION

Master of Public Administration, Georgia Southern University
Bachelor of Arts, Valdosta State University

EXPERIENCE

City Manager, Gainesville, FL	2005-2015
County Administrator, Martin County, FL	1997-2005
Deputy County Administrator, Loudoun County, VA	1989-1997
Assistant County Administrator, Lee County, FL	1987-1989
Assistant County Administrator, Greenville County, SC	1984-1987
Community Development Administrator, Charleston, SC	1982-1984
Director of Planning and Grants Administration, Beaufort, SC	1977-1981
Program Analyst, Lower Savannah Council of Governments, Aiken, SC	1976-1977

BACKGROUND

Gainesville is the host community to the University of Florida and Santa Fe College. The City of 126,000 residents serves as the economic and cultural hub of North Central Florida. As the home of a major university, the City is an innovative service provider which responds to service demands which many communities do not face. At least seven times a year the number of persons served by the City swells by over 90,000. Gainesville's average resident is 25 years old with a community poverty rate of 26%. In addition to the academic and medical employment base, the City is home to a growing cluster of technology and bio-science businesses.

Gainesville employs over 2,200 individuals with 1,300 employees under the authority of the City Manager. The FY15 budget for the functions under the supervision of the City Manager is approximately \$300,000,000 with general fund expenditures of \$108,000,000. The City's FY 15 budget including utilities is over \$500,000,000.

Three issues will define the future of the City of Gainesville:

- Expansion of the City's revenue base. On first glance, Gainesville appears to be a City with a strong property tax base; however, only 40% of the real property in the City is on the tax roll. The University of Florida, UF Health, Malcolm Randall VA Medical Center, Tacachale Treatment Center, and local governmental institutions comprise millions of square feet of space and thousands of acres of tax-exempt property in the City.

RUSS BLACKBURN

- Diversification of the City's revenue base. Financing of general government services is highly dependent upon the transfer of dividends from the City-owned utility which provides electricity, water and sewer for much of Alachua County. In FY 2016 the utility transfer comprised 35% of the general fund revenues. Customers of the utility who live in the unincorporated service area have become resentful of the utility transfers to the City.
- Inequity. Gainesville's academic, bio-science and technology sectors produce economic opportunities for residents of Gainesville and the state. A significant proportion of Gainesville residents have not benefited from the community's economic expansion. Those individuals often feel disenfranchised and left out in their own community. Low wage jobs are readily available, but those jobs do not easily support families and do not support upward mobility. Inequities have contributed to a higher crime rate, gang activity and alienation.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

Port St. Lucie offers me the opportunity to apply my talents and skills in providing exceptional customer service and organizational development in the most promising City in Florida. The immediate issues facing the Council; high debt, a relatively inexperienced staff, several new Council members and rapid growth, match well with my personal strengths. I have a deep understanding of local government finance and budgeting, guiding Gainesville and Loudoun County through periods of financial crisis while improving services and constraining tax increases. The governing body will find that I am dedicated to helping new members to quickly gain the knowledge necessary to be effective. My strategic planning skills will help the Council to identify and achieve community goals and initiatives.

The City Council should expect their next City Manager to be a leader and a manager. My style as a servant-leader has helped me to work with governing bodies, citizens and employees to build high performing organizations. Although I have confidence in my knowledge and ability to personally address issues confronting the organization and community, I have learned that the strength of the community and organization is multiplied if I facilitate problem solving with the buy-in and ownership of a broad spectrum of stakeholders. The City Council can expect to see me form teams to address critical issues. This collaborative approach yields a long lasting solution to problems instead of dictating a top-down solution. My management style is an extension of my foundational values: integrity, vision, innovation, fairness, diversity, caring and follow-through.

When commenting on my management style, former employees would highlight my strategic planning skills, integrity, support of the individuals in the organization and focus on team-based problem solving. I recently received a thank you card from a group of employees thanking me for serving as City Manager; a common phrase was "I learned so much from you."

RUSS BLACKBURN

For the past 18 years, I have served as a chief administrative officer leading and managing local government organizations on behalf of elected officials. If you ask, I believe that Commissioners will tell you that I was a trusted partner and that the organization was productive during my tenure. Elected officials will convey that I helped the Commission to focus on the big picture by helping the governing body to identify a strategic direction. You will hear that I was inclusive and well-liked by citizens and employees because I treated all people with respect. As a person and manager, I rely on a foundation of values to guide me as I confront the challenges of running complex organizations and working with many different personalities. My strengths are that I am innovative, listen, engender trust, have natural planning skills, can sense trends, communicate well and am a team builder. I take pride in my ability to select great team members and to help those individuals reach their potential. On rare occasions, employees are unproductive, reveal character flaws and do not respond to progressive discipline. I follow a process of giving every employee the opportunity to change, but will and have terminated employees as necessary. I strive to help employees succeed, but recognize that my first duty is to ensure that they are productive and supportive of governing body policies. My values and strengths help me to approach complex and sometimes volatile challenges in a calm, thoughtful manner. I don't rattle under pressure and I am the person you want in the room when the storm hits. I am a firm believer that your strengths are also your weaknesses. My thoughtful approach to leading and managing could be perceived as not being angry enough when things are not going well, when in fact, I am listening and planning how to improve and address challenges.

I was an early adapter of the use of benchmarking and performance measurement tools to improve organizational performance. Gainesville is a national leader in using analytical tools to measure performance and transparently communicate the efforts of the organization to provide services. The organizational focus begins with the City Commission's adopted strategic plan. Each initiative (objective) is assigned a champion who develops performance measures which can be used by the Commission and the public to assess the organization's progress in implementing the strategic plan. The champions provide quarterly reports and measurements to the City Commission. In addition, each department identifies benchmarks and performance measures and departmental outcomes. Gainesville utilizes an open data platform to report real time progress on service provision and performance measures. The public can access performance indicators on the City of Gainesville website by selecting a dropdown tab that is branded, "statGNV."

My favorite quote by a long obscure observer is "A smooth sea never made a skillful sailor." One of my biggest accomplishments was leading the Martin County organization from dysfunctional to an award winning organization. When I was hired, twelve department head positions were vacant or filled by interim directors. The organization was in turmoil and was paralyzed. The Commission did not trust the employees and the public had no respect for the organization. I began by working with the Commission to adopt a strategic plan and departmental strategic plans. Working with the staff, we developed an organizational vision and began to work collaboratively toward that vision. Over the next eight years Martin County went

RUSS BLACKBURN

through a metamorphosis to be recognized as a high-performing organization. Annual citizen surveys demonstrated a 43% improvement in the community's perception of the value of county services.

My biggest mistake could be categorized under the header of "Read the fine print." Early in my career I was responsible for managing the Beaufort, SC municipal election. I met with the County Registrar of Elections in order to understand my responsibilities and the election procedures. Based on my understanding of the petition method of getting on the ballot, I advised candidates that petition signers must provide their name and place of residence. Late in the process, I became aware that without the registration numbers the petitions were invalid. I worked with the City Attorney to identify that the City Charter did not specify who must enter the registration number. I spent 48 straight hours entering registration numbers for petition signers in order to ensure that the election could be held as intended. I learned the importance of personally verifying information.

As the new City Manager I will need to quickly determine the desired goals and outcomes of the City Council, understand the strengths and weakness of the staff, and gain an understanding of the resources which can be leveraged to help the Council and organization to be successful. I have been fortunate to have been the new Manager on two previous occasions. During my first six months I will start by listening and observing. I will set up regular meetings with each Councilperson and the Mayor to identify who I should meet with to gain a better understanding of community aspirations. I anticipate meeting with representatives of the community's major organizations and institutions. One of my first acts will be to coordinate a strategic planning session with the City Council. My work with staff will start by relaying my expectations to the organization. Concurrent with gaining an understanding of the City Councils' expectations I will review each major service area. The intent of the management review is to evaluate how Port St. Lucie services compare to best in class services nationwide and to develop a road map to improve the effectiveness and efficiency of services. Early in my tenure I will evaluate management level vacancies to determine how to fill those voids. Based upon my review of the organization I may reorganize departments to ensure that the City Councils top priorities are achieved. Teams will be formed to identify a shared vision and to chart a path to move the organization toward consistent high performance. At the conclusion of the first six months, I will present a review of our progress to the City Council.

The media plays a crucial role in providing information to the community regarding the activities of local government. I am accessible and will prepare my department heads to provide information to the traditional and social media on City issues and accomplishments. Although I am comfortable speaking on most subjects, I prefer to have elected officials speak to intergovernmental issues and evolving policy.

I do not anticipate anyone from my previous organizations contacting the City Council to relay negative comments about my character or actions.

RUSS BLACKBURN

During my free time I relax by landscaping, reading and working out at the gym. I became a palm tree enthusiast when I first moved to Florida. I grew 28 varieties in Martin County and planted 9 varieties in the much colder Gainesville.

SIX ADJECTIVES OR PHRASES I WOULD USE TO DESCRIBE MYSELF

Trusted Public Official
Team Builder

Innovative
Insightful

Ethical
Visionary Leader

REASON FOR DEPARTING MOST RECENT POSITION

I resigned my position as Gainesville City Manager. After over 10 years of service, I reached the conclusion that I was not the best person for the job at this time.

CURRENT/MOST RECENT SALARY

My final salary was \$181,000 plus a vehicle allowance.

CB&A Background Checks

**Background Check Summary for
RUSSELL "RUSS" D. BLACKBURN**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Alachua County, FL	No Records Found
Martin County, FL	No Records Found
State	
Florida	No Records Found

Civil Records Checks:

County	
Alachua County, FL	No Records Found
Martin County, FL	February 1997 – Civil Law Suit filed against Martin County and Mr. Blackburn in his capacity as County Administrator <i>Disposition: December 1997 – Closed</i>
	December 1997 - Civil Law Suit filed against Martin County and Mr. Blackburn in his capacity as County Administrator <i>Disposition: January 1998 - Closed</i>
	January 1998 – December 1997 Case Re-filed against the Martin County and Mr. Blackburn in his capacity as County Administrator <i>Disposition: August 2000 - Dismissed</i>
	<i>*See next page for candidate explanation of records found</i>
Federal	
Florida	March 2000 - Civil Rights law suit filed against Martin County Sheriff Department including Mr. Blackburn in his capacity as County Administrator <i>Disposition: December 2012 – Dismissed</i>
	<i>*See next page for candidate explanation of records found</i>

**Background Check Summary for
RUSSELL "RUSS" D. BLACKBURN**

Motor Vehicle	December 2014- Unlawful Speed 79/70 <i>Disposition:</i> December 2014, Guilty 3 points
Florida	
Credit	Excellent
Bankruptcy	No Record Found
Education	Confirmed
Employment	Confirmed

From: Rblackburnd <rblackburnd@aol.com>
To: kknutson <kknutson@cb-asso.com>
Subject: Re: Background Check Record Found that Require Explanation

Kathryn,

Thank you for giving me the opportunity to provide additional information on the case Leverton v. Martin County. Ms. Leverton was arrested by the Martin County Sheriff's Department during the period when I was County Administrator. As background, in Florida the Sheriff is a separately elected constitutional officer and neither he nor the deputy sheriffs' report to the County Administrator. I was included in the law suit as a proxy for the Martin County government. I had no knowledge of the allegations put forward by Ms. Leverton.

Ms. Leverton alleged that the Martin County sheriff deputies and their supervisor Sheriff Robert Crowder violated her civil rights. The case was filed in 2000 and went through a tortured process of interrogatories, 2 failed meditations 3 appeals by Ms. Leverton and an ultimate dismissal of the case in December of 2012. Although I was a defendant, my role was solely limited to my position as County Administrator. I was included in the legal action to try to link the County's financial assets to Ms. Leverton's demand for damages.

Please let me know if I can provide additional information on this issue or any others identified in the background check.

Russ Blackburn

**Background Check Summary for
RUSSELL "RUSS" D. BLACKBURN
Personal Disclosure**

Personal Disclosure Questionnaire

Name of Applicant: Russ Blackburn

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any "no" answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes No
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes No
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes No
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes No
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes No
6. Have you ever been convicted of driving while intoxicated?
Yes No
7. Have you ever sued a current or former employer?
Yes No
8. Do you have a personal My Space, Face Book or other type of Web Page?
Yes No
9. Do you have a personal Twitter Account?
Yes No
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes No

11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.
Please see Title v. Martin County (named as the representative of Martin County Fleethers in any capacity as CM)

Attested to: *Russ Blackburn*
Signature of Applicant

Please email this form via PDF DOCUMENT to lyn@ba2ch-asso.com or via fax to (888) 539-6531 no later than 5:00 PM EST 03/06/16

(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

CB&A Reference Notes

Reference Notes
Russ D. Blackburn

Paul Folkers – Assistant City Manager, Gainesville, FL 352-538-7187 352-450-0262

Mr. Folkers has known Mr. Blackburn since 2000. He was the Assistant County Administrator in Martin County and reported to Mr. Blackburn as the County Administrator. They now work together in Gainesville.

Mr. Blackburn is excellent. He has an amazingly comprehensive grasp of all aspects of government administration at a city or county level. Regardless of the topic the Commissioners bring up he understands what they are saying and responds to questions.

Mr. Blackburn is good at putting pieces together to create a strong organization that can meet the goals of the elected body. He identifies where the Commission wants to go and aligns the organization to achieve those results. If you compare Gainesville now to where it was when he was hired, he has been extremely successful in positioning the city for great future prosperity during a very trying time from a fiscal perspective.

Because Gainesville is the home of a large state university they have unique fiscal challenges, including a higher percentage of those off the tax rates. Mr. Blackburn has always been a step ahead in preparing the organization for challenges. Gainesville weathered the downturn better than other jurisdictions.

Mr. Blackburn makes excellent decisions when hiring personnel because he can quickly size up candidates to see how well they will fit into the organization and perform. He has a great track record. For decisions in general he has excellent judgment. Mr. Folkers cannot recall a big decision that went in the wrong direction.

One of Mr. Blackburn's focuses in Gainesville is developing a higher performing organization. He put much credence into accreditation through national associations. He has encouraged departments to measure their goals against the benchmarks in their field. He addresses any gaps, and strives to grow and improve. He provides the staff with professional development opportunities. All of the departments have become accredited during his tenure which speaks very well to his professional approach and continuous improvement.

Whether community meetings happen during the day, evening, or weekend, Mr. Blackburn is in attendance. One thing he has tried to do is make sure that local government has a good gauge to measure citizen evaluations of city services. He compares survey information from their community to other organizations using assessment tools. He is very accessible to residents and is available when they want to meet with him. He wants to engage with the public.

Mr. Blackburn keeps employees informed through a variety of methods. He holds a regular leadership team meeting for middle level managers, which includes the top 60 individuals in the organization. Rather than employees hearing the Manager's vision and thoughts from Directors, they hear it from him directly and have an opportunity to ask questions.

Reference Notes
Russ D. Blackburn

Another idea Mr. Blackburn implemented is called Chats with the City Manager. He schedules regular visits with each department and its employees. He interacts with them, discusses problems, shares his vision, and provides an opportunity to ask questions or share concerns. He has been an effective tool in terms of connecting to the organization.

When Mr. Blackburn came to Gainesville they did not have a capital budget and the first thing he did was create one. He put an annual process in place to really engage the department directors. He asked key directors to team with the finance staff. This team evaluates CIP (Capital Improvement Project) requests and provides recommendations on what should be funded, which is an effective way to give ownership and responsibility to the department. Directors have a broader sense of what the city priorities and needs are.

Mr. Blackburn has a background in planning and redevelopment. He created a strong team who has done an excellent job focusing resources on projects to position the city for future growth. He has driven private sector development and developed partnerships with other entities in the community like the Santa Fe College, University of Florida, and Chamber of Commerce.

Mr. Blackburn is very time driven in terms of wanting to make sure that everything is accomplished in a timely manner. He is very focused on the goals he wants to achieve.

As with any city of a significant size, Gainesville has controversial issues related to differences of opinion of the elected body or decisions made that generate citizen interest. They have a very engaged citizenry because it is a college community. Mr. Folkers would be surprised if anything embarrassing were found in Mr. Blackburn's background.

Mr. Blackburn managed Gainesville for about ten years. Because of changes in the elected body he felt that he had taken the city as far as he could. The vast majority of people, especially ones who really know the city and government, share a similar perspective on Mr. Blackburn.

Mr. Folkers would hire Mr. Blackburn and cannot recommend him any higher. His dedication to the city is 100%, and the community is better now than when he arrived. He was an excellent manager for Gainesville; you would be hard pressed to find a better manager.

Words or phrases used to describe Russ Blackburn:

- Detail oriented,
- Visionary,
- Strong ethics,
- Excellent judgment,
- Accountable, and
- Likes to have fun.

Reference Notes
Russ D. Blackburn

Strengths: Comprehensive understanding of government; strong manager.

Weaknesses: A strength and a weakness is his comprehensive knowledge. He has great depth and great knowledge. He could delegate more to employees to implement the goals and directives.

Helen Warren – City Commissioner, Gainesville, FL 352-214-7755

Ms. Warren was elected to the Commission in 2014. Mr. Blackburn was her go-to person for city business. Mr. Blackburn is very professional and helpful without any political bias. His level of memory is amazing. You can ask about anything and he tells you the detailed history.

Mr. Blackburn is very good at what he does. His long tenure says much about the quality and continuity of his work. Gainesville owns a utility which became very political. The elected body was progressive and moved away from coal fired power plants when gas was still very expensive. When the downturn occurred and gas prices decreased, their utility fuel prices increased. The public responded by changing the leadership of the town to Commissioners that are more conservative and Mr. Blackburn was caught in the middle.

The charter officers, which include department heads, are hired by the Commission. Mr. Blackburn hired the police chief and could not have made a better choice. His decisions were good. He was not a manager who sat behind a desk, he met with various employees.

Mr. Blackburn is innovative and a change agent. He works with employees, without them feeling like they have to walk on eggshells. He does not terminate employment for small aggressions and only removes someone after a number of blatant mistakes.

Mr. Blackburn is visible in the community. He interacted very well with the public and the Chamber of Commerce. He collaborated with the Assistant County Manager to find solutions. Homeless individuals were camping out in the forest and the plaza. He met with a coalition for the homeless to develop a game plan and budget. They transformed an old corrections facility to provide facilities to the homeless.

During allegations of sexual harassment in the police department Mr. Blackburn brought in an outside investigator with experience in harassment cases. Mr. Blackburn was very supportive of the department and police chief. He was proactive in changing the culture and mindset to circumvent future incidents.

Mr. Blackburn also worked with the state attorney and local attorneys to provide after school mentoring to African American young men, which has developed into an incredible program. They have expanded it over the past ten years through community support. The initiative has become a model program for African Americans who do not have supervision after school.

Reference Notes
Russ D. Blackburn

In every instance Ms. Warren can recall Mr. Blackburn provided good customer service. When residents are outright rude at Commission meetings he is always very calm and responds without anger. He is very responsive to the elected officials.

The utility company provides a general fund transfer to cover government expenses and is about 1/3 of Gainesville's budget. Mr. Blackburn manages a \$100 million dollar account, some of the funds are dedicated and have to be used for what they are intended, and some are discretionary. He knows which funds are dedicated and which are not. One area that Mr. Blackburn excels in is his understanding and management of the budget.

The Biomass plant was controversial, and was audited and investigated to see if anything of a criminal nature was done. Mr. Blackburn was very supportive of the investigation. He was always professional, answered the concerns of the community, and directed the staff.

Ms. Warren does not know of any incident in Mr. Blackburn's past that would concern an employer. The current Mayor and some of the other commissioners might have a different opinion of Mr. Blackburn.

Ms. Warren would hire Mr. Blackburn immediately.

Words or phrases used to describe Russ Blackburn:

- High integrity,
- Very professional manner,
- Communicated very well,
- Patient,
- Calm, and
- Responsive.

Strengths: Memory of details; pulls staff together to complete tasks.

Weaknesses: You cannot please everyone. Some felt like Mr. Blackburn did not take care of all the issues but Ms. Warren does not know how anyone could. He was often juggling ten projects at once, trying to maintain the priority tasks and managing all the departments involved.

**Jeanna Mastrodicasa – Former City Commissioner Gainesville, FL 352-219-5784
352-392-1971**

Ms. Mastrodicasa was an elected official in Gainesville from 2006 to 2012 and worked with Mr. Blackburn during this time.

Reference Notes
Russ D. Blackburn

Mr. Blackburn is a fantastic manager. He knows how to get things done and how to make things work. He is a reliable, hardworking employee who just does a good job. He is very calm and never reacts even when residents are irrational during a public meeting.

During the recession they had to cut \$15 million dollars from the budget. In addition, the state limited their ability to increase property tax, residents pressured the commission not to raise taxes, and more than half of the properties in the community were exempt because they belonged to the University. Mr. Blackburn led the organization through the process. He spent much time in Tallahassee lobbying for the community. He cut costs and raised taxes where he could. He implemented a fire assessment fee. He trimmed other areas, like lowering the frequency of mowing. Some residents sent angry letters, but these adjustments had to be made. Changing Crown Victoria cars to Dodge Chargers saved a great deal of money in both mileage and gas.

Mr. Blackburn hires great personnel, including the individual who was appointed as the Interim City Manager when he left. His best hire was the Director of the Community Redevelopment Agency. He had to dismiss a Police Chief, which was very sensitive due to racial issues in the community. Ms. Mastrodicasa sat on the advisory board that hired the new Police Chief. They conducted a national service but he did not find the right individual. He asked a retired Captain to take the position, which was a particularly good hire.

In general, Mr. Blackburn makes rational decisions rather than relying on intuition. He met weekly with the elected officials to keep them informed. He explained his recommendations and why he felt they were important. Everything he suggested was well thought out and included a plan for implementation. Because they have a large research university he suggested they build an innovation campus about six blocks away catered to start-up businesses, which was an excellent idea.

Mr. Blackburn is definitely a change agent, he is willing to try innovative ideas and move in a new direction. Most of the employees were close to retirement but when the recession hit they all decided to keep working. Over time he made staff changes but it was slower than he wanted. He offered early buy out packages as incentive to those close to retirement, which involved negotiations with seven public unions.

Mr. Blackburn was involved in the United Way, the rotary club and other large public civic organizations. He always attended Commission and community meetings. He was there to assist the elected body and rarely sent someone in his place. They had to persuade him to take a real vacation.

When Mr. Blackburn called Commissioners on the weekend they knew he had bad news. When the University of Florida won the championship game Gainesville had 25,000 celebrators in the streets. A young person who was inebriated ran around the barrier and killed an officer. A shooting occurred in their downtown garage. Also, three cops were killed in the line of duty. He always kept the Commission informed.

Reference Notes
Russ D. Blackburn.

Mr. Blackburn works very well with the public. He meets with anyone and listens to their comments. When residents complained during a public meeting he told them to give their name to an employee so they could follow up the next day.

Customer service is something Mr. Blackburn really cares about. He shared different customer service models and trained the staff. He implemented a system where residents could pay their bills online through the city website. He is always timely and his ability to keep everything together is incredible. He is very organized.

Mr. Blackburn believes in government, leadership, and management. He maintains memberships in professional associations and has allocated much energy to mentoring those younger than him.

Nothing even remotely controversial has involved Mr. Blackburn. Ms. Mastrodicasa cannot even envision a reality where she opens a paper and the headline says that Mr. Blackburn did something crazy. When the elected officials were involved in controversy he never placed blame or become involved in the politics. The biggest criticism some elected officials had was that they did not view Mr. Blackburn as a visionary. However, that was not his role. He was tasked with implementing the vision of the elected body.

Ms. Mastrodicasa would hire Mr. Blackburn, he is a great hire and will be a fabulous manager for any municipality.

Words or phrases used to describe Russ Blackburn:

- Responsible,
- Organized,
- Even tempered,
- Intuitive,
- Kind, and
- Passionate.

Strengths: Very even keeled; calm; works long hours; financial management; very nice person.

Weaknesses: He is not visionary but he understands and implements the Council's vision. Also, his low-key demeanor allows the Council to shine.

Marion Radson – Former City Attorney, Gainesville, FL 352-256-2767 352-335-7508

Mr. Radson worked with Mr. Blackburn from 2005 to 2015. Mr. Radson heard that Mr. Blackburn had resigned and offered to be a reference.

Reference Notes
Russ D. Blackburn

In terms of job performance Mr. Blackburn did very well. He is a very pleasant individual who brings the elected officials together to set goals that are achievable. He holds department heads to their tasks. If the Commission has an idea in the middle of the year he reminds them that it is not part of the budget and they might not have the resources, but he tries to do what they ask. He is very respectful and responsive to the attorney's office.

Mr. Blackburn made a significant difference in Gainesville and they are seeing the fruits of his economic development decisions today. He strives to have a vibrant community because it is healthy, has income growth, and improves blighted areas. He hired an economic development officer who made a difference not only in planning but also promoting and supporting new business and development.

Mr. Radson has worked with a half dozen city managers in Gainesville, other charter members, and managers from other communities. When he requested a meeting with Mr. Blackburn it almost always occurred the same day and sometimes the same hour. He is accommodating, respectful, and understanding of their problems and limitations. He gives them time to discuss options and develop a solution that meets objectives.

When hiring for sensitive positions Mr. Blackburn seeks the input of the elected officials and community members. For example, the police chief needs to have the support of the elected officials and the community. His decisions in general are good.

Mr. Blackburn maintains operations at a high level. He asks the Commission to meet on a regular basis to identify issues. From time to time the staff expressed concerns. He addressed every issue that was brought to his attention.

Mr. Blackburn attended economic development luncheons, chamber meetings, and other events to be involved. He developed a good relationship with the University of Florida, which is their largest employer. He worked well with just about everyone. He never closed the door on anyone, even when they insulted him.

Mr. Blackburn kept the attorney informed on an as needed basis. When Mr. Radson wanted information on a subject, Mr. Blackburn was good about accommodating the request. He is very much customer service oriented.

In economic development Mr. Blackburn brought key individuals together to identify obstacles in the community and find solutions. In the public safety arena he asked law enforcement officials to meet and identify problems, and they came up with solutions like neighborhood policing. He supported a program to assist young African males who come from blighted areas and are becoming lost in the system. The wonderful program helps them get on the right path.

Mr. Blackburn puts together a balanced budget. He has a planning background but is very comfortable managing the finances and preparing the budget. He is very methodical and starts early so that it is always completed on time.

Reference Notes
Russ D. Blackburn

Given the size of Gainesville Mr. Blackburn had to deal with a number of controversies. One was some rogue officers who were doing unacceptable things in the community. Also, the permitting process was very complex and viewed as an obstacle by developers. He created a fast track permit system which has worked well and was appreciated by the community.

Mr. Blackburn is a family oriented man; nothing he has been involved in would embarrass an employer. He resigned when he realized he had done all he could do, the Commission wants a change agent. Some of the Commissioners were unhappy that he did not do everything they asked, but they focused on the one thing he was not able to accomplish rather than the 25 projects he successfully completed.

Mr. Radson would hire Mr. Blackburn. One of his strengths is keeping the Commissioners informed and listening to their concerns for the community.

Words or phrases used to describe Russ Blackburn:

- Hard working,
- Ethical,
- Honest,
- Dutiful,
- Friendly, and
- Easy going.

Strengths: Very personable; hard working; honest; ethical.

Weaknesses: He prefers to stay on the path laid out for him rather than initiating an alternative route. The one exception is that at times he wants to be involved in planning as he has a background in the field.

**Ed Poppell – Former CFO/Chief Business Officer, University of Florida, Gainesville, FL
352-538-4578**

Mr. Poppell worked with Mr. Blackburn from 2005 until Mr. Poppell retired in 2014.

Mr. Blackburn is outstanding to work with; he is a very seasoned administrator. He understands what it takes to get the job done from a personnel and leadership perspective. He is a master at navigating the political jungle of elected officials. He skillfully encourages collaboration between the parties.

Mr. Blackburn is very strategic at keeping good employees who maintain consistency while also hiring individuals with creative ideas.

Reference Notes
Russ D. Blackburn

Decisions were made by the elected officials and Mr. Blackburn implemented them. His approach was great, he built consensus so employees felt involved. He did a great job maintaining operations at a high level.

Mr. Blackburn is well known and well respected in the community. He is part of the community fabric. He tried to attend every event and was at all of the important ones. He provided good customer service to the community. He is very strong in terms of finance.

They kept each other informed through frequent in-person meetings and phone conversations. Due to the size of the University they had much interaction and impact, and they worked on creative and innovative projects together. Mr. Blackburn was always accessible and forthcoming about what was coming down the pipe and what they needed to work on.

Universities are required to compensate the city for their impact in terms of roads, utilities, and storm water. Gainesville wanted a significant sum of money and the relationship became adversarial. Mr. Blackburn asked what was fair in comparison to their impact. He brought employees from the utility, public works, planning and other departments to discuss the matter. He asked what was meaningful in terms of compensation and then convinced the Commissioners that it was right. They worked together to reach a compromise still in effect today.

The University has over 50,000 students on a 2,000 acre campus in the middle of the city. The City was concerned on how much public safety coverage their police should provide to the University. They coordinated between the two departments and developed procedures that are still in place. The University's police force regulates the residential area 3 to 4 blocks around the campus. They also help police the city on weekends during football games and party time. They collaborate on inspections for off campus housing to ensure the hedges are trimmed, windows uncovered, and the units adhere to code regulations. Mr. Blackburn is very consistent which makes him easy to work with.

When dealing with a seven person Commission, something is always controversial. Nothing in Mr. Blackburn's background would concern an employer. People who work in a political environment have a shelf life and Mr. Blackburn knew it was time for him to leave especially since Gainesville has a new commission that is fragmented and cannot agree on the time of day.

Mr. Poppell is honored to be a reference and would absolutely hire Mr. Blackburn, he was a great manager for Gainesville.

Words or phrases used to describe Russ Blackburn:

- Experience,
- Intelligent,
- Caring,
- Ethical,

Reference Notes
Russ D. Blackburn

- Sensitive,
- Thoughtful, and
- Consistent.

Strengths: Good leader of the people; good listener; good communicator; very methodical, thoughtful, and analytical; team player, skilled at collaboration.

Weaknesses: He was too patient with the elected officials. After each election the new Commission changed the focus and he adjusted accordingly, which frustrated Mr. Poppell.

Denise Eldridge – Former Deputy CIO, Martin County, FL 772-370-0994 772-288-5675

Mr. Blackburn was the County Administrator for eight years in Martin County. He worked with Ms. Eldridge from 2001 to 2005. Ms. Eldridge was in the Information Technology Department and then became Mr. Blackburn's administrative assistant. Later he promoted Ms. Eldridge as the Deputy Chief Information Officer.

Mr. Blackburn is unquestionably the best boss Ms. Eldridge ever had. He is honest, fair, a great planner and a leader. He hired many of the people in management and did a great job. One of his strengths is making thoughtful decisions. He followed the rules and policy, and has integrity.

Martin County has a thousand employees; Mr. Blackburn maintained the organization at a high performance level. He put practices in place and created a team environment. They made great improvements through his leadership.

Mr. Blackburn was very active in the community and he was very well received by the public. He was the longest standing County Administrator at the time, Administrators prior to him generally averaged a two year tenure. The community was not happy when he left; they valued him and his leadership.

The executive team consisted of the deputy administrator, county attorney, Ms. Eldridge and the special projects coordinator. Mr. Blackburn presented problems and provided leadership on how to solve them. He sometimes formed teams to research options and bring the information back to the executive team.

One reason that Mr. Blackburn moved Ms. Eldridge back to the IT department was because customer service was lacking and they had a number of system failures. He saw the issues and asked her to help straighten them out. He is very customer service oriented.

Mr. Blackburn has a great understanding of the budget and presented it every year. He always completes tasks by the deadline.

Reference Notes
Russ D. Blackburn

Nothing in Mr. Blackburn's background is embarrassing either on a personal or professional level. Newly elected officials had a different vision from the previous Commission. Mr. Blackburn resigned when he realized the winds were changing. He did a great job staying in front of and planning for the Board's direction. While people always have different opinions the general consensus of the employees who worked with Mr. Blackburn agree with the statements in this reference.

Ms. Eldridge would hire Mr. Blackburn and wishes that he would come back to Martin County. He is a gem and any municipality that hires him will not regret their decision.

Words or phrases used to describe Russ Blackburn:

- Honest,
- Fair,
- Great leader,
- Great planner,
- Thoughtful, and
- Customer service oriented.

Strengths: Leadership; communication; and integrity.

Weaknesses: He is a gentle soul and there are times he could have been tougher. He generally played by the book and asked Ms. Eldridge to establish policies to resolve personnel issues.

Rosa Williams – President, Black on Black Crime Task Force, Gainesville, FL
352-372-6573 352-216-4981

Ms. Williams met Mr. Blackburn in 2005 and they became really good friends. She works with different community groups. They collaborate on what the groups want to accomplish and how they plan to do it. He cares about their interests.

Decisions made by Mr. Blackburn both when hiring and in general are good. He was very involved in the community. His resignation was the talk of the town. The community knows that they will never have another manager to match the caliber of Mr. Blackburn.

Mr. Blackburn is really good with innovation. He also wants the organization to be on top of their responsibilities. He is fair to everyone. He kept others informed primarily through phone calls. He sent emails and invited residents to meetings. He is customer service oriented.

A few members in a community were having problems with the neighborhood association; these individuals told the Commissioners things that were not true. Mr. Blackburn met with both sides

Reference Notes
Russ D. Blackburn

and encouraged them to work together. He attended the next association meeting to see if their relationship had improved. The situation was escalating and he resolved it. He realized that what they really wanted was a community center owned by the residents. Mr. Blackburn met with the owner of the building and reached an agreement to use one apartment for a community center.

Responses by Mr. Blackburn are timely even on weekends. He responds immediately unless he is in a meeting and then he returns the call after the meeting. He has great employees who he can depend on; they resolve the issue and then report to him.

Mr. Blackburn solved problems before they became controversial. The city of Gainesville vetted him thoroughly, if anything embarrassing was in his background they would have found it. Everyone that Ms. Williams knows would agree with this reference.

Ms. Williams would hire Mr. Blackburn and would have kept him in Gainesville if it were possible. He is a very nice person.

Words or phrases used to describe Russ Blackburn:

- Dependable,
- Motivated,
- Decision making,
- Says what needs to be said,
- Energetic,
- Can work with all groups, and
- Very good with people, especially teenagers.

Strengths: Bringing people together.

Weaknesses: Sometimes being too soft, sometimes he should say no.

Cheryl McBride – Human Resources Director, Gainesville, FL 352-393-8701 352-316-2134

Ms. McBride has known Mr. Blackburn since 2006. She reported directly to him from 2012 to 2015. She was disappointed when he resigned because he is an excellent manager. He did an excellent job in the big scheme though he did not please everyone all the time.

During the hiring process Mr. Blackburn continues to search until he finds the right person for the job, even if it means re-advertising the position. He is very knowledgeable and has the expertise to make good decisions. His leadership was positive for the community.

Innovation is challenging when reporting to seven individuals. Though Mr. Blackburn is innovative, the process is slower in government than in the private sector.

Reference Notes
Russ D. Blackburn

Mr. Blackburn is a great manager. He was always out in the community and worked well with the public. He kept employees informed through a bi-weekly executive leadership team meeting. He leads the organization to fulfill the goals of the elected body. He has good financial skills.

During the recession the citizens were really concerned about the cost of services. Mr. Blackburn led an effort to improve services to citizens and developed a service excellent model calls the 4 C's.

They lost their middle management due to attrition and did not have employees who were ready to replace them. Mr. Blackburn introduced a program called Emerging Leaders, which was a two year program for high performing contributors.

Ms. McBride is not aware of anything related to Mr. Blackburn that is controversial. A few Commissioners wanted him to do things differently but the majority of those in the community were pleased with his performance.

Ms. McBride would hire Mr. Blackburn and enjoyed working for him. He was a good manager who cared about the employees.

Words or phrases used to describe Russ Blackburn:

- Consummate professional,
- Innovative,
- Citizen focused,
- Cares about employees,
- Fiscally responsible, and
- Government management expert.

Strengths: Communication; fiscal responsibility; works well with the elected officials and the public; excellent manager.

Weaknesses: In recent years he has had an emphasis on technology but could have done more in the beginning of his tenure.

Prepared by: Lynelle Klein
Colin Baenziger & Associates

CB&A Internet Research

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

The Gainesville Sun, (FL) Gainesville.com
November 5, 2015

Gainesville City Manager Russ Blackburn Announces Resignation
Author: April Warren

After serving the City of Gainesville for a little more than a decade as its city manager, **Russ Blackburn** resigned during a city commission meeting Thursday afternoon. Anthony Lyons, of the Gainesville Community Redevelopment Agency, was voted in as interim city manager Thursday night. In summing up his reasons for leaving, **Blackburn** quoted football coach Steve Spurrier: "I was the right coach when I was hired, but I may not be the right coach now, so with that, Mr. Mayor, I offer you a transition package," **Blackburn** said. The manager's resignation becomes official at 5 p.m. Friday. **Blackburn**, 62, held out steering the city through a deep and long recession with few layoffs as one of his major accomplishments. He noted his role in offering continuing education for employees, bringing more than 3,000 residential units to the area; and significant public works improvements. "There's been very positive things that happened in the (last) 10 years," he said. **Blackburn's** recommendation, which commissioners accepted, called for him to be available for two months to help guide the interim city manager. He will receive 20 weeks of severance pay. Lyons' pay and contract will be negotiated with Mayor Ed Braddy. **Blackburn** had spoken with each commissioner about his decision in advance. Commissioner Helen Warren called **Blackburn's** leadership exemplary. "I don't really like the decision of your leaving, I know it's something you feel from the heart that you need to do for the city," Warren said. Commissioner Harvey Budd didn't like the idea one bit. "I'm very disturbed by his resignation," Budd said. **Blackburn** said he feels like he has the confidence of four of the commissioners, but would need more than that to operate effectively. "This is a natural evolution of things that occur in this business," said Commissioner Todd Chase. He said **Blackburn** would be remembered well and as someone who did wonderful things for the city.

Commissioner Charles Goston, who since joining the commission has been a large proponent of bringing more services to his constituents in East Gainesville, said the new city manager must do more. Goston said the new manager needs to be sensitive and end the current state of not having equal access and not doing the right thing. "This city has been held back by a lot of stuff," Goston said, saying that some who work for and under the city manager don't always do the right thing. "Whoever is going to fill this position, I hope they don't think they are going to do less than **Russ** did," Goston said. "My expectation is that the next city manager is going to have to do more." Braddy said a search will also begin to find a permanent city manager. Thursday night, commissioners said they thought the search might take four to five months. Braddy said a decade ago, he was the commissioner who made the motion to hire **Blackburn**, calling the current circumstance a bit awkward. Braddy said **Blackburn** leaves behind an outstanding record and someone who offered the right kind of leadership at the right time. He also echoed Goston's comments that a city manager's normal run is about 5 to 7 years. "I certainly agree it's a good time for a transition," Braddy said.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
July 3, 2015

City proposes 2% raises, return to five-day work week
Author: Morgan Watkins

The city of Gainesville has released its proposed general government budget for the upcoming fiscal year, which includes a 2 percent raise for employees and a recommendation to hold the property tax rate steady. The budget recommendations also include a return to a five-day work week instead of four for city employees. The proposed budget totals about \$108.5 million, doesn't include any reductions in the services the city provides and would keep the property tax rate at its current level of 4.5079 mills, where one mill equals \$1 of tax for every \$1,000 of taxable property value. As a point of comparison, the general government budget for the current fiscal year totaled almost \$107.4 million. Gainesville's taxable property value peaked at \$5.89 billion in fiscal year 2010 and then declined for four straight years before beginning to recover this fiscal year, according to city budget documents. That recovery is continuing with an increase in the city's taxable property value from \$5.65 billion this fiscal year to \$5.79 billion next fiscal year, but that is still below the peak in fiscal year 2010. Although the proposed baseline budget includes a surplus of almost \$420,500, City Manager **Russ Blackburn** has recommended the City Commission consider some budgetary additions that would eat up that surplus money, according to city budget documents. Those recommended additions include making Sweetwater Wetlands Park — which is only open on weekends and holidays now — a seven-day-a-week operation for a net impact of \$122,000 as well as adding a "holiday" level of service from 7:30 a.m. to 5 p.m. on all holidays except Thanksgiving and Christmas for 11 Regional Transit System routes at a cost of about \$116,000, according to the city's proposed budget.

Blackburn also recommends funding some one-time costs and pilot programs for fiscal year 2016, including a return to a five-day work week at the city and a pilot program that would provide for a dedicated police presence at Dignity Village, the homeless campsite located next to the city's homeless center. That pilot program would involve having two officers who would work varying shifts at Dignity Village, according to the proposed budget. A 2 percent raise for city employees is included in the proposal for next fiscal year, which begins Oct. 1, and Gainesville Regional Utilities' proposed budget includes the same raise for its employees. Neither the GRU nor the general government budget for the current fiscal year included a raise. No layoffs are included in the proposed general government budget for the upcoming fiscal year, city spokesman Bob Woods told The Sun. The city also plans to fund nine firefighter positions after the grant that currently pays for those jobs expires in April of next year, according to the budget proposal. Historically, it has been the city's practice to raise most of its user fees by 5 percent every other year, according to city budget documents. For next fiscal year, a 5 percent increase is proposed for all fees in the city's fee schedule, although there are a few exceptions, such as business taxes and landlord license fees. Now that the proposed general government and GRU budgets both have been released, Gainesville city commissioners will spend the summer reviewing the details and may decide to make some changes before approving them.

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
June 26, 2014

Proposed city budget cuts spending \$1 million, includes layoffs, no raises, no tax hike
Author: Christopher Curry

On Thursday, City Manager **Russ Blackburn** released a proposed fiscal year 2014-15 budget that holds the line on property tax rates, reduces the transfer of utility revenues to the general fund and includes some layoffs and no raises. **Blackburn** said the budget is intended to maintain the current level of city services, although some will now be contracted out, while avoiding an increase in property tax rates and offering some relief to upward electric rate pressure by cutting the transfer of utility revenues.

The approximately \$106.17 million proposed general government budget trims almost \$1 million from this year's approved budget of \$107.1 million. The annual spending plan would cut 22.5 full-time equivalent positions. Approximately half are vacant but 11 employees will face layoffs if they cannot find another position with city government. That includes the city's nine custodial workers, who will have their positions eliminated as the city outsources that service to save a projected \$50,000 next year. Four vacant right-of-way mowing positions in Public Works also will be eliminated as the city contracts out that service to save about \$70,000.

The police department budget, the largest department budget in the general fund, would decline slightly, by about \$30,000, to \$33.26 million. The department's operating costs, for materials, insurance, supplies and fleet, will rise by almost \$200,000, with personnel costs trimmed by more than \$200,000. Two vacant department positions — a captain and community relations coordinator — are not funded in the budget. The fire department budget would increase slightly from \$16.15 million to \$16.26 million, with the fire assessment proposed to remain the same as this year — \$78 per fire protection unit. The number of units assigned to a property is determined by the type of use — industrial and commercial buildings receive more than residential — and its square footage.

After four years of declining property values, the city's tax base will again increase, by some 7 percent, to a projected \$5.52 billion. The increase comes almost entirely from a single property, the biomass plant, which goes on the tax rolls with a taxable value of \$340 million. Since the Gainesville Renewable Energy Center pays its tax bill with money brought in through the sale of power to Gainesville Regional Utilities and its electric customers, the transfer of utility revenues to the general fund will be further reduced by the amount of property taxes the plant pays to the city, a projected \$1.4 million.

Right now, the proposed budget maintains the same property tax rate as the current fiscal year — 4.578 mills. One mill equals \$1 of tax for every \$1,000 of taxable property value. But Administrative Services Director Becky Rountree said that, based on updated property value

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Russ Blackburn
(Articles are in reverse chronological order)

numbers the city just received from the Property Appraiser's Office, the staff expects to bring city commissioners a small reduction in the tax rate when budget meetings begin next month. **Blackburn** said the main challenge, and the most significant piece in a \$2.7 million shortfall staff had to fill to propose a balanced budget, was the reduction in the general fund transfer. With the biomass plant pushing up customer electric rates and also generating property tax revenues for the general fund, the City Commission decided months ago to reduce the general fund transfer in the upcoming fiscal year.

The proposed transfer for 2014-15 is almost \$34.9 million, so it remains the single largest piece of the city's general fund. But it is more than \$3 million below the budgeted transfer amount for this current fiscal year, \$38.1 million. Because of lower than expected sales, the actual transfer this year is expected to be about \$37.3 million, which is several hundred thousand dollars below the budgeted amount.

Mayor Ed Braddy said he felt the proposed budget was a "good working document" that attempts to "limit the cost of government while maintaining the high level of services." With the city and county asking voters in November to tax themselves with an additional one-cent sales tax for transportation, and electric rates again rising from the biomass plant, Braddy said he felt it would be "unacceptable" to increase property taxes and fees.

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
March 5, 2014

Blackburn asks GPD to prepare for \$1 million cut, GFR \$500k
Author: Christopher Curry

Projecting a \$3.3 million shortfall next fiscal year, Gainesville City Manager **Russ Blackburn** is asking all department heads to prepare budget-cutting options. Overall, **Blackburn** said the expected cuts amount to about 3 percent of the city's general fund. The departments with the largest budgets have been asked to prepare plans for the most substantial cuts.

Blackburn asked the Police Department to look for about \$1 million in cuts from its \$33.3 million budget. Public Works has instructions to look for \$600,000 in proposed cuts from the nearly \$10.6 million it receives from the general fund. Gainesville Fire Rescue was asked to identify \$500,000 in potential cuts from its approximately \$16.1 million budget. **Blackburn** said one factor leading to the looming shortfall is the expected \$3 million reduction in the transfer of Gainesville Regional Utilities revenues to the general fund. That transfer -- \$38.1 million this year and a projected \$35.1 million next year -- is the single-largest piece of the city's general fund. **Blackburn** said the potential cuts he's asking departments to identify might not end up in the budget he submits to the City Commission in July. "It doesn't mean these are absolute things that are going to be cut," **Blackburn** said. "These are options to reduce the budget." He added that his budget recommendation "will include reductions in many departments." The possibility of cuts has raised concerns over the potential loss of public safety staff.

Police Officer Jeff McAdams, president of the Fraternal Order of Police, said he expects the department could not withstand a \$1 million cut without laying off officers. "I know the Gainesville Police Department cannot sustain a \$1 million cut without the public feeling the pain themselves," McAdams said. "My goal is to lobby the commission that one size does not fit all." Fire Chief Gene Prince said his staff just started meeting to come up with proposed reductions. Prince said the department could not cut \$500,000 without laying off some personnel. Starting in September, **Blackburn** has had a soft hiring freeze in place for general government vacancies, including those in police and fire. That means department heads have to provide justification to **Blackburn** on why a position must be filled before the hiring process may move forward.

In a memo sent Tuesday to city commissioners, **Blackburn** said he has approved filling 12 of 13 vacancies in the Police Department. Those included 10 patrol officers. North Florida Regional Medical Center is paying for five of those positions to provide 24/7 police coverage in the hospital's emergency room. "As your city manager, I believe that it is important for the city's largest departments to review positions and opportunities for efficiencies in a similar manner as other departments," **Blackburn** wrote. "Maintaining an appropriately staffed police department will in most cases result in approval to fill vacant positions but there is tremendous value in pausing to evaluate the necessity for the position and the impact of the position on service delivery."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

In the memo, **Blackburn** said other departments might face cuts in the range of 11 percent if the departments with the largest budgets were exempt from reductions. **Blackburn** noted that other areas of general government have eliminated 81 positions and cut \$15 million in spending since 2008. During that time, police and fire each have added 22 positions, he wrote. The annexations of Butler Plaza and the student apartments along Southwest 20th Avenue were factors in the need to add more police, **Blackburn** said Wednesday. The Fire Department also opened a new station on Northwest 42nd Avenue in 2011. Thirteen of its additional positions were for staffing that station. **Blackburn** said he wants departments to submit reduction plans by late April or early May.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
August 13, 2013

Many GRU staff leaders are among city's highest-paid employees
Author: Christopher Curry

More than 60 city employees make \$100,000 or more — and Gainesville Regional Utilities senior staff make up the majority. This budget year, 63 of the city's listed 2,300 employees have salaries of \$100,000 or above. Thirty-eight are employees of GRU. The city's two-highest paid employees, four of the top five and eight of the top 11 work for the utility, according to records from the Human Resources Department.

GRU General Manager Bob Hunzinger has the highest salary in city government at \$218,484. While Hunzinger was the only city employee with a salary above \$200,000, his pay was just below the median for the general manager of a public utility with revenues above \$100 million, according to the 2012 American Public Power Association salary survey. John Stanton, GRU's assistant general manager for energy supply, ranks second among city employees with an annual salary of \$186,103.

City Manager **Russ Blackburn** had the third-highest pay at \$174,956. GRU Chief Financial Officer Jennifer Hunt was fourth with a salary of \$162,144, and David Beaulieu, GRU assistant general manager for energy delivery, was next at \$159,611. After Hunzinger and **Blackburn**, City Attorney Nicolle Shalley had the next highest salary among the city's six charter officers at \$159,000. Thirty city employees have salaries between \$90,000 and \$100,000. Another 75 have salaries between \$80,000 and \$90,000. The average salary is \$47,728. Approximately half of the city's employees make in the range of \$20,000 to \$50,000. The salary figures are for the current budget year and do not reflect the 2 percent raises scheduled to take effect on Oct. 1. For employees in unions, the timing of when they will receive those raises depends on the collective bargaining process.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
June 26, 2013

Proposed city budget keeps same tax rate, raises GRU transfer
Author: Christopher Curry

Gainesville City Manager **Russ Blackburn's** proposed budget would maintain the current property tax rate and increase the size of the city's general fund by about \$2.3 million over the current fiscal year. The single largest piece of the approximately \$107.4 million budget is the \$38.1 million transfer of revenues from Gainesville Regional Utilities. That's an increase from this year's transfer of approximately \$36.67 million at a time when utility revenues have declined and the biomass plant is set to increase electric rates starting Oct. 1. The upcoming fiscal year is the last in a four-year span in which commissioners decided to set the GRU transfer amount in advance, although they have the latitude to change the size of the transfer during summer budget hearings.

Discussing his budget proposal at a Wednesday afternoon news conference, **Blackburn** said the GRU transfer is a "very significant and critical part" of the city general budget but also a growing concern of GRU staff in a time of declining sales. **Blackburn** noted that general government and GRU budget staff are in talks on a new formula for setting the transfer that could lead to a reduction in its size in the 2015 fiscal year. The budget proposal maintains the current property tax rate, which is just less than 4.5 mills, or almost \$4.50 for every \$1,000 of taxable property value. With property tax values inching down and nearly 60 percent of the property in the city off the tax rolls, the general fund is projected to have property tax revenues of \$22.3 million. That's down just more than \$100,000 from the budgeted revenues for this year and well below the amount of the GRU transfer to the general fund.

Keeping with a City Commission vote from last summer's budget cycle, the proposed budget includes a 2 percent salary increase for employees. For employees in a union, those salary increases, while budgeted, still have to be negotiated through the collective bargaining process. Pension costs are also projected to rise by \$600,000. That's an area where city administration is trying to slow the rate of rising expenses through a recent series of agreements with the employee unions on benefit changes. **Blackburn's** budget proposed several additions. Each of them had a cost of less than \$100,000.

Some of them include:

- Convert a part-time small and minority business program coordinator position in the Equal Opportunity Department to full time at a cost of \$32,511.
 - Adding two more school resource officers to elementary schools at a local cost of \$64,000.
- The city also is seeking a \$100,000 federal grant to go toward the positions for the first few years.

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Russ Blackburn
(Articles are in reverse chronological order)*

- About \$73,600 to keep three temporary, grant-funded intervention specialist positions at the Reichert House for at-risk youth employed on a full-time basis. Outside grant funding for the positions has been reduced, but \$90,000 is still available to augment the city's spending.
- Mental health screening training for half of Gainesville police officers at a cost of \$13,000. The other half of sworn personnel would receive the training in the next fiscal year.
- Maintaining the vacant C.R. Layton Army Reserve Center property, which the city will take over from the federal government, at a cost of \$48,000.

As for new charges on the public, staff's budget proposal includes a 10 percent surcharge on the fees for programs offered by the Department of Parks Recreation and Cultural Affairs. That surcharge was recommended in the department's long-term master plan and could generate an expected \$63,300. Under Blackburn's plan, about \$39,300 of that would go toward a development and partnership coordinator who would work to find private sector sponsorships for the department.

Staff's budget proposal would leave the City Commission with roughly \$202,500 in unallocated money to put toward spending they might want to add to the budget. Mayor Ed Braddy said he was "generally pleased" with Blackburn's budget proposal, primarily because it would not increase property tax rates. He said he would like the projected \$202,500 surplus to go toward improving bus service on eastside routes. While there is a projected \$202,500 surplus, the list of programs and spending commissioners are expected to consider adding to the budget tops \$2 million in costs. With the first budget workshop scheduled for July 16, the addition of programs would require cutting elsewhere or increasing the property tax rates.

One significant addition that commissioners might mull is \$1 million for the first year of a five-year, \$5 million plan to increase pedestrian and bicycle safety through infrastructure improvements that include traffic signals at midblock crosswalks near busy bus stops. Commissioner Thomas Hawkins said that is one addition he would like to see to the budget. Commissioner Susan Bottcher said, with the economy still in recovery, she would prefer to wait and potentially include the pedestrian and bicycle safety enhancements in the city's project list for a potential 2014 transportation sales tax. There's also a \$131,000 one-time capital cost and a projected \$12,000 in annual operating costs, primarily for community outreach and marketing, to start up a bike-share program that would place 50 bikes at 10 stations around the city.

Also included in the budget is funding to buy land for and begin operation of a one-stop homeless shelter and assistance center, which is now slated for a shuttered prison property off Northeast 39th Avenue. That's not a budget addition because the center, which ran into lawsuits and wetland permitting issues at a site near Northwest 53rd Avenue, has been in the budget for years. While not included in Blackburn's recommended budget, the City Commission also is likely to consider as much as \$523,000 to improve bus service on several eastside routes. There is also the possibility of \$300,000 for a disparity study to look at the city's record of hiring and promoting minorities and contracting with minority-owned companies.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
June 19, 2013

Blackburn, Howard reach an agreement
Author: Christopher Curry

Gainesville City Manager **Russ Blackburn** and Equal Opportunity Director Cecil Howard have reached an agreement that restores Howard's ability to approve or reject a form generated in the city's hiring and promotion processes. The two reached an agreement Tuesday after a "very productive" meeting, Howard wrote in an email to commissioners. "Cecil and I talked," **Blackburn** said. "I conveyed to him my concerns. He conveyed to me his concerns. I think we both agreed we are trying to achieve the right thing ... I think we have a good plan moving forward."

Their difference of opinion came in the wake of the promotion of a district fire chief late last year over the objections of Howard. Citing a lack of diversity in the department's upper ranks, Howard would not sign off on a Personnel Requisition Action Form for the position. That form initiates a hiring process and goes through a series of department heads to ensure, among other things, that a position is budgeted and authorized to be filled. The Office of Equal Opportunity reviews to see that a recruitment plan is in place to make sure a diverse pool of applicants is considered. In the case of Gainesville Fire Rescue, Howard said diversity hiring efforts were focused at the entry-level positions and that recruitment practices for mid- and upper-management were insufficient. In the months after the promotion within the fire department, **Blackburn** removed the equal opportunity director from the list of staff leaders who sign off on the hiring forms in question.

On Wednesday, **Blackburn** said the Human Resources Department began to use the forms years ago, before he or Howard worked for the city. He said it was an administrative decision under his purview to remove the equal opportunity director from the list of staff who sign off on the forms. **Blackburn** said his concern was that the rejection of the form by the equal opportunity director slowed down the process for advertising or filling a position. In an email to the Human Resources Department last week, Howard said his office had been "kicked out of" the process for approving hiring requisition forms -- and that, in his mind, violated the city's policies because he no longer could ensure that a hiring process followed equal employment laws. In the email, Howard said he planned to take the issue to the City Commission. On June 13, Mayor Ed Braddy sent out a news release to announce his intention to have the commission address the issue at Thursday's meeting. Braddy said his concern was not who was ultimately hired but that one charter officer "has impacted the ability of another charter officer to carry out his duties." The city manager and the equal opportunity director are among the six city charter officers who are hired by and report directly to the City Commission.

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
June 17, 2013

Gainesville's Equal Opportunity Office hobbled, Braddy says
Author: Christopher Curry

At Gainesville City Hall, the mayor is questioning if the Office of Equal Opportunity has been marginalized in the city's hiring and promotion processes. The scrutiny was sparked by the promotion of a district fire chief late last year over the objections of Equal Opportunity Officer Cecil Howard, who cited a lack of diversity in the department's upper ranks. In December, Howard told Fire Chief Gene Prince he would not approve a Personnel Requisition Action Form for the position. That paperwork initiates the hiring process for a vacant position and details the steps used to fill a vacancy, including the recruitment of minority candidates for positions with affirmative action goals.

While it is illegal to mandate the hiring of a minority, laws prevent discrimination and city policies require an effort to recruit minority candidates for positions where diversity is deemed to be lacking. Those are areas the Office of Equal Opportunity reviews. The fire department's minority recruitment is focused on entry-level positions on the premise those employees will move up through the ranks over time. But Howard said the district chief position was a mid-management-level post for which the city had minority recruitment goals. He would not sign off on the requisition form, or PRAF, because the promotion was going to a white man when there were minority candidates on the department's promotion list.

In the months after that disagreement, City Manager **Russ Blackburn** removed the authority of the equal opportunity officer to approve or deny the personnel requisition forms in question. Late Thursday afternoon, Mayor Ed Braddy sent out a news release to say **Blackburn** had removed Howard from a "critical oversight role" and that he planned to press the City Commission to discuss the issue at its June 20 meeting. Braddy said that, as charter officers who report directly to the City Commission, the city manager and equal opportunity officer are on equal footing. In one of multiple quotes he included in his news release, Braddy said his issue was the potential of a "cooperative process becoming confrontational because one charter officer has impacted the ability of another charter officer to carry out his duties." "My concern is not who ultimately gets hired," Braddy said in an interview Friday. "The concern is one charter officer had the scope of his responsibility significantly diminished."

In an email to the Human Resources Department last week, Howard said his office had been "kicked out of" the process for approving hiring requisition forms -- and that, in his mind, violated the city's policies because he no longer could ensure a hiring process followed equal employment laws. In the email, Howard said he planned to take the issue to the City Commission. On Friday, **Blackburn** said that the use of the PRAF paperwork was an administrative process for staff and not something set by a City Commission policy. He said the Office of Equal Opportunity still would be consulted on hiring decisions and could make

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

recommendations and suggestions. But Blackburn noted that he and his department heads are ultimately responsible for hiring decisions.

Commissioner Yvonne Hinson-Rawls said she has concerns that there might be a lack of diversity through much of the ranks of city government. She said a disparity study commissioners are considering -- at a potential cost in the range of \$300,000 -- could provide definitive evidence if the city had a problem or not. "If we do, we can give Cecil's office much more authority," she said. "I'm failing to see how we are going to affect diversity if we have an Office of Equal Opportunity that has no real authority."

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
June 28, 2012

City budget plans no big cuts, increases for 2 years
Author: Christopher Curry

Gainesville City Manager **Russ Blackburn** has released budget proposals for the next two fiscal years that include no major cuts or additions to any departments. Under **Blackburn's** proposal, the total general fund budget would increase by some 2 percent from the current fiscal year to 2012-13 from approximately \$103.07 million to almost \$105.17 million. The planned general fund budget for 2013-14 is \$108.25 million, which would be almost 5 percent above this year's budget and approximately 2.9 percent over the proposed 2012-13 spending plan.

With the city's property values projected to decline by 4.4 percent, **Blackburn's** budget proposal includes an approximately 5.6 percent increase in the property tax rate increase from the current 4.2544 mills to 4.4946 mills. That would be the city's highest property tax rate since 4.85 mills in fiscal year 2006-07. A mill equals \$1 of tax for every \$1,000 of taxable value. The city's total property tax revenue — including money generated by development going on the rolls — is expected to rise from \$22.13 million, the updated projected total for this fiscal year, to \$22.45 million. The largest single piece of the general fund budget remains the transfer of revenues from Gainesville Regional Utilities. That's projected to be \$36.67 million in fiscal year 2012-13 and \$38.1 million in 2013-14. Because **Blackburn** does not oversee the utility, the projected general fund transfer was one of the few details of the GRU budget contained in his proposal.

Revenues from the fire assessment were projected to rise from almost \$4.9 million this fiscal year to \$5.05 million in 2012-13 and \$5.13 million in 2013-14. The city has cut 81 full-time equivalent positions over the last five fiscal years. **Blackburn's** budget proposal includes no layoffs and would restore five of those positions cut: an economic development director, two police service technicians, a traffic signs and marking technician, and a paralegal. The traffic signs and marking technician was needed to meet an unfunded federal requirement that cities upgrade the reflectivity of all street signs, **Blackburn** said. Further, grant funding that covered seven police officer and 13 firefighter positions will expire over the next two budget years. The general fund will pick up the costs of those positions, some \$1.3 million annually, Administrative Services Director Becky Roundtree said.

One of the largest areas of concern for the general fund was the rising cost of employee pensions. Those costs have risen from approximately \$4.05 million in 2005-06 to some \$11.13 million in 2010-11. The projected cost this year is almost \$12.9 million. Because city retirees have a defined-benefit plan, the city's general fund has to make up the gap when investments don't perform well. City administration and the city's various employee unions are in negotiations to restructure those pension plans to make them "sustainable" in the long-term, **Blackburn** said.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
March 1, 2012

City's six charter officers given 2% raises
Author: Chad Smith

The Gainesville City Commission on Thursday voted to give the city's six charter officers 2 percent raises -- after the six had gone two years without salary increases. Commissioner Todd Chase voted against the raises, saying giving pay bumps to the charter officers -- the city manager, city auditor, equal opportunity director, Gainesville Regional Utilities general manager, commission clerk and city attorney -- would send the wrong signal to employees, whom the commission has asked to make sacrifices in recent budget cycles.

The charter offices, who made a combined \$860,986.89 ahead of Thursday's vote, will get a combined \$17,219.74 more. The change will be retroactive to early January. GRU General Manager Bob Hunzinger, the city's highest-paid employee, will now make more than \$218,000 a year. City Manager **Russ Blackburn** will make nearly \$175,000, City Auditor Brent Godshalk nearly \$114,000, Equal Opportunity Director Cecil Howard about \$104,000, Commission Clerk Kurt Lannon about \$97,500 and City Attorney Marion Radson about \$169,000.

Ahead of approving the raises, City Commissioner Scherwin Henry praised the officers for how they have weathered the recession, in which the general government cut some \$15 million from the budget in recent years. "They are leaders and we ask these leaders to fall on the sword as we are going through budget cuts," Henry said. "I'd rather be here in Gainesville than to be other places that aren't faring as well, I'll tell you that. You only reach that level because you have good people, intelligent people, committed people and smart people in the jobs." Commissioner Jeanna Mastrodicasa singled out Hunzinger for his "outstanding" work at the helm of the utility but praised all of the charter officers. "All of our charter officers work above and beyond," Mastrodicasa said. "They don't just do what they have to do."

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Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
September 19, 2011

City Commission passes 2012 budget
Author: Chad Smith

In about 15 minutes Monday, the Gainesville City Commission wrapped the months-long budget process by passing the general government's \$287 million budget without raising the property-tax rate and approving Gainesville Regional Utilities' \$280 million budget with an overall rate hike for the average utility customer. It was the second reading for the measures, which were all passed 5-0 with Commissioners Todd Chase and Thomas Hawkins absent.

Last week, Chase was the only commissioner to vote against the budget as well as the fire service assessment, which was completed at that meeting. The commission's process to set the budget for the 2012 fiscal year, which begins Oct. 1, began in July, so few questions were left to be asked. And with a surplus of more than \$194,000, commissioners weren't stuck deciding between cuts and tax hikes. The commission left the millage rate, which is charged for every \$1,000 of a property's taxable value, at 4.2544.

Becky Rountree, the city's administrative services director, said that was akin to a 3.7 percent tax decrease because, with property values declining, the city will get \$852,052 less in property-tax revenue than in this fiscal year. With Monday's votes, GRU's water rates will go up Oct. 1 while electric and gas rates will go down, resulting in a net increase of \$2.24 a month for the utility's average user, defined as someone who uses 870 kilowatt-hours, 25 therms of gas, 6,000 gallons of water and 5,000 gallons of wastewater a month. For the average user who doesn't use gas, the increase will be \$3.06. With the planning for this two-year budget cycle complete, planning will begin with projections showing the city back in the red.

City Manager **Russ Blackburn** said Monday that Gainesville should be able to weather the projected shortfall of about \$1.9 million in 2013 "without major changes." "It will be harder, but certainly we've laid a lot of the groundwork over the last two years," **Blackburn** said. Mayor **Craig Lowe** said reforming the pension system for the city's retirees will be "crucial to finding a solution" to the revenue shortfall in the coming years. Lowe said there wasn't a lot of clamor for the commission to raise taxes in order to pay retirees more. "Had you rather we laid you off?" he said. "I'm sure we'll be looking at other things, but those cuts (to programs) are going to be more difficult for our public to sustain."

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
August 27, 2011

Letters to the Editor for Aug. 27

No need for concern on tailgating regulations. Public response to Sun coverage about proposed changes to regulations for parking and tailgating activities in neighborhoods near the UF campus suggests that many believe these changes are imminent and could become effective during the upcoming football season. This is incorrect.

There is no reason for local residents to become overly concerned about new regulations being implemented anytime soon. City staff has had a preliminary discussion with the Plan Board. However, there will be numerous public meetings over the next several months before changes, if any, are presented to the City Commission. At this point, there is no consensus of opinion as to how to proceed.

City staff's goal is to enable reasonable tailgating activities. Further review of proposed regulations will take place during the next several months, and community participation is welcome. We anticipate that additional comment by interested parties will ultimately help to reach a stronger, more effective and equitable solution to this nuanced, and sometimes contentious, issue.

Russ Blackburn,
City manager
Gainesville

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
June 9, 2011

City anticipating slight surplus in 2011-2012
Author: Chad Smith

The city of Gainesville is expecting a brief respite from the sizable budget shortfalls that have defined the last few years, but commissioners will have to start cutting again next summer, City Manager **Russ Blackburn** told them at a planning retreat Thursday. The city is anticipating a surplus of \$1.13 million for the 2011 fiscal year, which ends Sept. 30, and one of \$208,906 in the 2012 fiscal year. In another year, though, it appears things will be bleak again.

After trimming \$8 million from an \$108 million budget last year, the City Commission is looking at a deficit of \$1.9 million in 2013 and \$3.6 million in 2014. "There's no crisis for this year, but there's also no new money," said Becky Rountree, the city's administrative services director, of the looming predicament. The city is run on a biennial budget, meaning commissioners establish a financial plan two years at a time. The commission went through that process last summer and will make adjustments this year as needed.

Since 2007, **Blackburn** said, the second-year adjustments have proven difficult as property tax revenues have declined while costs of items like fuel and pension obligations have gone up. This year, though, commissioners will have a surplus to deal with, and Rountree suggested if commissioners wanted to spend the money, to do so on a one-time purchase, as that money won't be there in the foreseeable future.

Still, **Blackburn** said, "That's a lot better place to be than we've been in since 2007." The main exercise at the annual commissioners' retreat, held this year at Ironwood Golf Course, is to flesh out their strategic goals for the city. Currently, there are 27 goals under eight general headings: public safety, economic development, human capital, government effectiveness and fiscal responsibility, infrastructure and transportation, neighborhoods, environment and energy, and partnerships. At their first retreat, Commissioners Susan Bottcher and Todd Chase, who took office May 19, gave rundowns of their priorities.

Bottcher said most candidates come into office with lofty goals and expectations. But she said her three not-so-glamorous areas of focus were often discussed by residents on the campaign trail: soft closings for bars, which would allow them to stay open an hour or so without serving alcohol; improved communication through the city's website, particularly on complex issues like the Cabot-Koppers Superfund site; and looking at holding city elections in the fall. The elections and bar-closing issues are currently before commission committees. Chase said his focus is on the "innovation economy" and attracting industry, addressing issues like training for seniors who are struggling financially, and collaboration between City Hall and other governmental entities in town, including the University of Florida.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
January 17, 2011

Russ Blackburn: Our city pension fund is sound
Author: Russ Blackburn

I would like to clarify certain points raised in the Jan. 3 Speaking Out piece titled “Poor fiscal stewardship” regarding the city of Gainesville's pension plans. First, it is important to reassure taxpayers, ratepayers, current city employees and city retirees that our pension plans have traditionally been and continue to be financially sound and well-funded.

After emerging from the worst decade of earnings in financial market history, we estimate that for the fiscal year ending Sept. 30, 2010, the value of city pension plan funding ratios (the ratio of plan assets to plan liabilities) are at more than 80 percent for the General Employees' Pension Plan (General Plan) and more than 90 percent for the Consolidated Police Officers' and Firefighters' Pension Plan (Consolidated Plan). As a measurement of fiscal stability, these valuations place Gainesville in the upper tiers of municipal pension plans.

In the Speaking Out a concern was raised that “the pension plan is invested almost entirely in stocks, real estate and hedge funds.” This is true. More than 70 percent of each plan's assets are invested in equities, and both plans invest in real estate and hedge funds. They do so because pension obligations are long-term in nature and the investment plan and asset allocation strategy to fund these liabilities should be long-term as well.

City plans are designed to pay for current pension obligations over a 30-year period. Placing significant allocations into equities can result in losses during periods of market turbulence such as 1987, 2000 and again in 2008.

However, research demonstrates that over any 20-year rolling period in the last century, comparable investments in equities produced greater returns than did investments that were more heavily weighted to fixed income securities.

Long-term return performance of city pension funds is the best measure of success. Over the last quarter-century, the average annualized return for the General Pension Plan is 10.79 percent, and 9.62 percent for the Consolidated Pension Plan. We remain confident that as financial markets continue to recover from the 2008 recession our investment strategy has positioned our plans to fully participate in the recovery, as indicated by the 11.48 percent General Plan and 10.90 percent Consolidated Plan returns for 2010.

Last year's expected returns will handily exceed the city's assumed 8.5 percent rate of return. These returns are achieved in part due to city staff's vigorous oversight of plan managers and recommended strategies. In today's financial environment, that is an enviable record of achievement.

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Russ Blackburn
(Articles are in reverse chronological order)

A concern was also expressed regarding the issuance of city pension obligation bonds in 2003. As the column noted, the plans had a combined unfunded liability in 2003 of almost \$100 million. The writer advocated that to close this gap the city should have among other things, modified benefit levels as well as employee and city contributions to the plan rather than issue pension obligation bonds. The concern was that the city's decision to issue pension obligation bonds has resulted in another \$100 million unfunded liability less than five years later. Here's what was not explained: A pension obligation bond is in essence a refunding bond and does not create additional debt, but it does substitute debt payments to bondholders in place of payments to the pension plan so that unfunded liabilities can be eliminated.

In 2003 the city, aided by then-record low interest on treasury securities, made a decision to issue debt or pension obligation bonds to retire the unfunded liability. The net interest cost on that debt was 5.61 percent, as compared to the 9.25 percent interest the city was paying on the unfunded liability to the pension plan. Over the life of the pension obligation bonds, the transaction was projected to generate gross savings of approximately \$78 million and present value savings of just under \$34 million.

If the city had modified benefit levels and contribution rates in 2003 rather than issuing the bonds, as the writer suggested, the unfunded liability that exists today would be smaller. However, a substantial portion of the \$100 million unfunded liability that existed in 2003 would also still be present and the combined unfunded liability would be significantly greater than what we face today.

The City Commission and staff recognize that financial markets and the nation's economy have undergone fundamental changes over the past two and a half years. Our pension plans have been and continue to be financially sound and well-funded. Yet in their current form, the cost of keeping those plans well-funded has risen and is likely to rise in the coming years.

That is why during last summer's budget hearings with the City Commission, I directed staff to discuss pension cost estimates and committed to initiate a thorough review of both plans. This review is well underway and we anticipate bringing results and recommendations to the City Commission this spring.

The pension reform recommendations which I will provide to the City Commission will be based upon the principle of maintaining a plan that is fair to employees, taxpayers and ratepayers alike.

Russ Blackburn is Gainesville city manager.

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
July 19, 2010

Russ Blackburn: Funding urban renewal through our CRAs
Author: Russ Blackburn

Recently in the Gainesville Sun, I explained how the city's budget was structured. Now I want to discuss why the Gainesville Community Redevelopment Agency is not funded with General Fund dollars.

The CRA is a public agency established by city government for the purpose of carrying out redevelopment activities that include reducing or eliminating blight, improving the tax base, and encouraging public and private investments in CRA districts. The City Commission serves as the official Board of Directors for the Gainesville Community Redevelopment Agency.

CRAs are created to assist municipalities in pursuing redevelopment in targeted areas that are characterized by blight and disinvestment. Redevelopment is one of the most effective ways to breathe new life into deteriorated neighborhoods and set the stage for the revitalization of areas plagued by social, physical, environmental or economic conditions that act as a barrier to new investment by private enterprise.

Gainesville CRA's supports residents within CRA districts by providing the necessary investment for their neighborhoods through various programs and projects. These activities align with city commission strategic initiatives to increase economic development in targeted communities through major investments in key components of neighborhood infrastructure. Major CRA projects include road enhancements and housing redevelopment initiatives that set the table for future urban infill development opportunities. Investments by the CRA signal commercial investors that our city is committed to returning economically stagnant areas to economic health and commercial viability. Redevelopment activities are carefully planned for each CRA district and there is a redevelopment plan for each CRA area.

Gainesville has four CRA target areas, or CRA districts. They are Eastside, Fifth Avenue/Pleasant Street, Downtown, and College Park/University Heights. Each CRA district is administered by a District Advisory Board, whose members are appointed by the CRA Board of Directors (Gainesville's City Commission). Advisory Boards are responsible for making all budget, policy and project recommendations to the board of directors for their respective districts.

The City Commission, acting as the CRA Board of Directors, must approve all actions. The Gainesville CRA does not levy taxes, nor is it funded by city of Gainesville general fund revenues. The CRA simply serves as a mechanism to redistribute property tax payments from property owners in each district, that are already made to the city and county, back to the property owner's respective CRA district.

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Russ Blackburn
(Articles are in reverse chronological order)

The Gainesville CRA is actually funded through what are called "Tax Increment Funds," which are collected from the four CRA redevelopment districts. Here's how this funding mechanism works:

When a redevelopment area is established, the current assessed values of all taxable property within the project area are designated as the base year value. Tax increment comes from the increased value of property, not from an increase in tax rates. Any increases in property values as assessed because of change in ownership or new construction will increase tax revenue generated by the property. This increase in tax revenue is the tax increment that goes to fund the CRA. Examples of projects that exist primarily through CRA efforts include the new Hampton Inn in the Downtown CRA district, the Model Block Program homes along Pleasant Street in the Fifth Avenue/Pleasant street district, the Eastside Gateway in the Five Points area of the Eastside district, the Pocket Park on Southwest Fifth Avenue and Depot Rail-Trail improvements in the College Park/University Heights district, and of course, the GRU/Depot Area Master Plan that is currently underway.

Thanks to the efforts of the Gainesville Community Redevelopment Agency, its dedicated staff, and most of all, its community partnerships, the cityscape of urban Gainesville is being transformed to match the exciting vision of our city for a renewed era of economic prosperity.

Russ Blackburn is Gainesville City Manager.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
June 30, 2010

City budget plan calls for 37 layoffs, other cuts
Author: Chad Smith

The city manager says a proposed fire assessment could lead to fewer cuts

Gainesville City Manager **Russ Blackburn** released his recommended budget Tuesday, calling for a string of cuts across various departments — with roughly half coming from police and fire — in order to close the city's \$8.2 million budget gap over the next two years. In **Blackburn's** plan, 37 full-time employees, including 11 firefighters and two police commanders, would lose their jobs and dozens of other vacant positions would be eliminated. More than \$2.3 million of the cuts would come from the police department and another \$1.99 million from Fire Rescue, the two departments that make up a bulk of the city's roughly \$100 million general fund.

The police and fire departments account for 48 percent of the spending, and another 18 percent is essentially locked up to pay for debt and utilities. That leaves 34 percent for the rest of the city's departments — from the city auditor's office to public works. "Now we're kind of out of options, and unfortunately, fire and police will be impacted," **Blackburn** said. At a news conference at City Hall, he said that the city has faced "substantially decreasing revenues" for the past few years because of declining home values and a state law to roll back the millage rate. "If you do not have the revenue, sometimes you do not have a choice," he said.

While **Blackburn's** proposed cuts hit every department, they aren't all considered equal. In his proposal, **Blackburn** established three tiers for cuts: Tier 1, at \$3.6 million, is for bearable cuts, including the horticulturist in the parks and recreation department and the police department's community relations coordinator, a position that is vacant. Tier 2, at \$889,868, is for intermediate cuts such as reducing overtime for the fire department and an accountant in the budget and finance department. Most of the police and fire cuts are listed under Tier 3, comprised of the remaining \$3.8 million.

That classification "represent(s) the most significant impact to core services," like eliminating the police's party patrol program, reassigning seven detectives to patrol duties, cutting one of Fire Rescue's five engine units and laying off its 11 firefighters, and reducing the school resource officer and crossing guard programs. **Blackburn** said he hopes those Tier 3 cuts can be avoided through the proposed fire service assessment or some other means. Earlier this month, the City Commission preliminarily approved the assessment, in essence a fee for property owners that would raise up to \$7.1 million. When asked at the news conference how disappointed he would be if the commission doesn't pass the assessment, **Blackburn** replied, "Quite." "As you look at the reductions, we see Tier 1 as damaging," he said. "Tier 2 begins to hit more direct services to individuals in our community. Tier 3 is very harmful to our organization and to the services that

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

are offered by the city. The fire assessment could help to offset Tier 3, perhaps even some of the specific reductions and line items in Tier 1 and 2."

Mayor Craig Lowe said Blackburn's budget "does point out a need for an additional revenue source." The commission could also raise the millage rate on top of the assessment, which was approved with a 6-1 vote June 3 and will come up for a final vote July 15. "We do need to be careful that we don't cut the budget to the point where the city of Gainesville does not have the quality of life that we expect," Lowe said. Both the fire and police department chiefs will be watching closely as the budget process moves ahead. "The chief is very concerned. Everyone at the department is concerned," police spokeswoman Cpl. Tscharna Senn said, adding that there are "people working right now not knowing whether they're going to have a job, and that's extremely stressful."

The budget also calls for the elimination of the department's horseback and aviation units, something the department would be able to live with since the officers wouldn't be laid off, Senn said. "We would rather lose those units than lose the people in those units," she said. Gene Prince, the interim chief of Fire Rescue, said losing the engine unit would hurt response times. "That's a serious cut," Prince said. The heads of the unions that represent the city's police officers and firefighters are alarmed. "It just appears that we have our priorities out of whack a little bit," said Jeff McAdams, the president of the local Fraternal Order of Police lodge and a GPD officer, pointing to the oft-criticized renovations at Ironwood Golf Course and the mayor recently hiring his former campaign manager to conduct research.

McAdams said the union will be launching a public-awareness campaign to rally support against police cuts. Tracey Higdon, a vice president of Gainesville Professional Firefighters and a lieutenant with Gainesville Fire Rescue, said losing an engine company "spreads us a lot thinner." "From our standpoint," Higdon said, "it's about firefighter safety and citizens' safety."

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Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
June 13, 2010

Russ Blackburn: The buckets that make up the city budget
Author: **Russ Blackburn**

Many have urged me to offer a primer to help explain the structure of the city's budget to the general public. I will release my recommended Fiscal Year 2011 and 2012 Budget by the end of June. In the meantime, I hope this will begin, and future discussions of the city budget will continue, to improve the substantive quality of public dialogue regarding the budgetary challenges faced by our city.

I find it easiest to picture the composition of our city budget as a series of buckets. Each bucket represents a city fund classification that is used to pay for a specific set of city functions. Each bucket or fund classification is filled with revenue that may come from a single or a number of different sources.

The amount of revenues received and designated for a particular bucket, or fund, determines how much money will be available from that bucket or fund for that year. In some cases, sources of revenue may also determine the specific purpose for which the city can spend that bucket of money.

Funds flow to the city from a number of sources to constitute the total \$250 million annual budget, including the following revenue streams and monetary transfers: Ad valorem taxes and licenses and permit fee, intergovernmental revenue, charges for services, fines and forfeitures, transfers from other funds, the utility transfer and other miscellaneous revenues. These funds are directed to the appropriate bucket or fund as mandated by federal, state, and/or local laws, ordinances or other agreements, as well as certified government accounting standards. However, all dollars are not treated equally. The city of Gainesville has six buckets, or government fund classifications that comprise the city budget. They are: Capital Projects Funds, Debt Service Funds, Fiduciary Funds, Proprietary Funds, Special Revenue Funds and the General Fund.

Each of these fund classifications provides revenues for specific activities of city government. For instance, Capital Project Funds are used for the acquisition or construction of major capital facilities, and Debt Service Funds are used for the payment of general long-term debt principal and interest. The General Fund is used for all financial resources except those required to be accounted for in another fund.

In most cases, money in each fund classification cannot be comingled with or shared between fund classifications. For example, the city is prohibited from using Capital Project Funds intended to renovate Ironwood Golf Course to pay the salaries of police officers or firefighters.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Likewise, funds that are raised from solid waste fees cannot be used to fund city planning activities.

Each of these activities is funded through its own appropriate bucket, and those funds must be used for the specific purpose for which they are intended. Only General Fund dollars can be re-allocated by the City Commission for almost any purpose,

The fund classification that most citizens are most familiar with and concerned about is the General Fund. In a future guest column I hope to discuss this fund in greater detail, as it pays for many city operations that residents are most familiar with. I'll also discuss why agencies such as the Gainesville Community Redevelopment Agency cannot legally be funded with General Fund dollars due to its unique mission to spur urban redevelopment in blighted areas.

I hope you have found this initial discussion of the city's budget structure useful. Please watch for my follow-up discussion about the process I am using to develop my 2011 and 2012 budget recommendations for consideration by our City Commission.

Russ Blackburn is Gainesville city manager.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
April 29, 2010

City departments submit worst-case budgets
Author: Chad Smith

City officials say the requested 15 percent cut in each department is just to provide options. From the \$4,991 for the city-sponsored air potato roundup to the hundreds of thousands of dollars to pay salaries for 31 police officers, a lot will be on the chopping block when the city manager reviews Gainesville's depleted budget this summer.

After a year of declining revenues from property and sales taxes and controversial expenditures like the former Mom's Kitchen restaurant and \$1.2 million to renovate Ironwood Golf Course, City Manager **Russ Blackburn** asked the heads of the city departments, from public works to the city attorney's office, to submit cutbacks of 15 percent so he will have some options when he puts together his recommended budget for the City Commission. These are worst-case scenarios that for some departments would mean layoffs. "I don't need all those reduction options, but I do need options to choose from," **Blackburn** said Wednesday.

While the 15 percent cuts are likely overkill for most departments, **Blackburn** still is anticipating a 7.4 percent shortfall in the city's \$100 million general fund, which feeds into core services such as the police, fire and parks department. With the biggest budget, the Gainesville Police Department is proposing the biggest cuts, as per the city manager's request. Totaling more than \$3.9 million, the proposed Police Department cuts would reach from the front desk to the patrol cars.

Thirty-one officers [there are currently 289 officers] and 50 civilian employees would lose their jobs, including 11 of 15 school crossing guards. Several programs such as the Police Service Technicians, who assist officers by writing reports at crash scenes, and the Reichert House Youth Academy, designed to buoy at-risk young men, would be eliminated. The story is the similar with other departments. For weeks, city commissioners have been receiving e-mails and letters pleading with them not to sell the city-owned Evergreen Cemetery on Southeast 21st Street. While there are no plans to sell the cemetery, **Blackburn** said, there is the possibility of getting rid of the cemetery coordinator position and giving those duties to another manager. According to the submission from the Parks, Recreation and Cultural Affairs Department, that would save \$55,149. The commission could make moves over the summer, from assessing a fire services fee to raising the millage rate, that would lessen the budget strain but would cost taxpayers.

Mayor Pegeen Hanrahan, whose last day in office is May 20, predicted the city would not have to cut nearly as much as the 15 percent that **Blackburn** asked department heads to identify. "If I had to bet, rather than 15 percent, it will be more like 4 or 5 percent," Hanrahan said. Not that that will be easy, either. The city is going into its third consecutive year of budget cuts, so a lot of the fat has been cut, she said.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Earlier this month, the commission approved two programs to give employees incentives to leave if they want. One gives three years' worth of credit to employees who have been with the city for 17 years or more, making their benefit packages that much more alluring. That program is being continued from last year, when 43 employees took the offer, **Blackburn** said. Another program gives employees, no matter their tenure, cash severance packages.

Still, **Blackburn** has said layoffs are all but imminent. How many remains to be seen. Jeff McAdams, president of the local Fraternal Order of Police lodge and a Gainesville police officer, said GPD already is understaffed. "I don't believe that we're just yelling that the sky is falling," McAdams said, adding the department is down 10 officers right now. "Is it a luxury to have those 10 additional officers?" he said. "It's a must." But Hanrahan has said the Police Department has not faced near the cuts other city departments have in recent years, and she believes that when the budget is finalized, the changes won't be nearly as drastic as the proposals call for.

As of Wednesday, the proposals still were being tweaked in the budget office, and **Blackburn** had not yet seen them. He won't review them until early June, when they're cleared by the budget staff. In July, he will submit his budget to the commission, which will approve, deny or change his recommendation. Without seeing the department heads' proposals, he said he knows he's not going to like making any of the cuts when the time comes. "I know they're all bad ideas," he said. "After three years of making reductions, we're out of making any easy choices."

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Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
February 26, 2010

City layoffs imminent as budget shortfall looms
Author: Chad Smith

Facing a \$7.4 million budget shortfall -- on top of the roughly \$10 million slashed over the past three years -- Gainesville's City Manager **Russ Blackburn** has asked all city departments, police and fire included, to cut 15 percent to give him an idea of what is expendable. With roughly 80 percent of the city's \$99 million general fund budget in personnel, layoffs are all but imminent, **Blackburn** said.

How many -- and what departments they will come from -- won't be clear until the summer, when **Blackburn** finalizes his recommended budget for the City Commission's approval. Meantime, the heads of the unions representing the city's firefighters and police officers said Friday such big chunks of their budgets would mean a glaring lapse in public safety. "For the Gainesville Police Department, that equates to roughly \$4 million in cuts, and that will devastate public safety," said Jeff McAdams, a GPD officer and president of Fraternal Order of Police Lodge 67, which represents roughly 270 GPD officers. On Friday, McAdams and members of the union met to talk about the possibility of such drastic cuts. "The members are really excited that we have a plan," he said after the meeting, adding that he could not say what specifically was discussed. The union is planning to begin an advertising campaign to put pressure on the city to not cut from the police ranks. "We have to plan for the worst-case scenario," McAdams said. "We're cops."

Jeff Lane, president of the International Association of Fire Fighters Local 2157, said 15 percent of Gainesville Fire Rescue's budget is about \$2 million. "That's about 20 positions," Lane said. "That's the entire support staff for the fire department." To combat the layoff threat, the union is pushing a citywide fire assessment fee, which would cost homeowners roughly \$50 a year, but it won't be until the summer before the fee comes before the commission. "It will really make a difference, and we're putting all our eggs in that basket at this point," he said.

Blackburn said the city spends about \$11 million a year responding to emergency calls, but the fee likely would pay for only a fraction of that. Mayor Pegeen Hanrahan said the fire fee, as well as increasing other fees, is a viable option to take people and programs off the chopping block. "The police and fire departments are always going to be the last ones where we're going to make cuts," Hanrahan said. But, she said, those two units make up 51 percent of the city's general fund budget, and after three years without cuts in those departments, the streak could be over.

"There are fewer and fewer options as time goes on because you've already picked the low-hanging fruit," she said. Last year, among other cost-cutting measures, the city went to a four-day workweek, which has saved roughly \$100,000 in utilities, **Blackburn** said. Coupled with a decline in property and sales tax revenues, **Blackburn** is left with a \$7.4 million hole to fill.

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Russ Blackburn
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In an interview this week, **Blackburn** said he won't know where he will begin to cut until department leaders report back to him in the coming weeks with their proposals. Then he and his staff will go to the drawing board, and in June he'll submit his recommended budget. Then it will go back under the microscope, and after a workshop in July, the commission will make the final decisions in September. With about 1,100 employees, the city has been in a flexible hiring freeze for the past three years, and a few dozen positions have gone unfilled, **Blackburn** said. Cutting those positions altogether could save upward of \$3 million, he said. Still, **Blackburn** doesn't see a scenario in which the police and fire departments aren't impacted. "I think the scale of our deficit would make it very difficult not to have significant reductions in fire or police," he said.

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
September 12, 2009

Russ Blackburn: City millage rates
Author: Russ Blackburn

On Thursday, the Gainesville City Commission is expected to adopt a final millage rate for properties located within the city limits and levy ad valorem taxes to fund the city budget for the 2009-2010 Fiscal Year. The next item on that Commission meeting agenda is to adopt the proposed General Government Budget for FY 2009-2010. These two actions will cap a difficult budget preparation process that required city government to trim its anticipated budget by \$7.2 million. City-wide organizational and department cuts account for the lion's share of the reductions; more than \$6 million. The rest of the budget deficit will be closed by instituting fee increases, and new fees totaling just over \$281,000 and by adopting the city millage at the roll-back rate of 4.3963 mils. One mill is equivalent to \$1 for every \$1,000 of taxable property value.

Simply stated, the roll-back rate is the tax rate at which the City will generate the same dollar revenue as it did the previous year for taxable property, excluding newly annexed property or new construction. Florida statutes referred to as "Truth In Millage," or TRIM laws, dictate that adopting the roll-back rate should not be advertised as a tax increase because the total amount of tax revenue generated for taxable property in the city will not exceed the amount generated in the previous tax year. The only additional property tax revenue that the City will receive are the result of areas annexed into the City over the past year, and new construction. Those tax dollars are used to pay for the cost of services provided to those areas. Had the City Commission held the millage constant at the FY 2008 adopted rate (4.2544 mils), city revenues would have decreased by an additional \$807,000 due to a decline in total assessed property values.

In Florida, cities are required by law to adopt a balanced annual budget. This would have required the city to make a corresponding amount of additional cuts in municipal services and/or increases in fees. Fifty percent of the City's General Fund budget pays for public safety services, such as police and fire response, equipment and programs. Accordingly, additional reductions in municipal services may have had extremely adverse effects on the quality of core city services.

By adopting a FY 2009/2010 roll-back rate of 4.3963 mils, which is equal to a 3.3 percent increase over the FY 2008 millage rate and will generate nearly \$807,000, the City Commission has preserved core city services and maintained the scope and quality of services that our citizens tell us is important, while holding the total amount of property revenues to the same amount generated in the previous year. What this means to individual property owners is that if their assessed values have declined by 3.3 percent, or more from last year, their city property tax should remain the same or decrease. If their assessed value has declined by less than 3.3 percent they will experience a slight increase in city property tax, and if their property value has remained the same or increased, they will see an increase in city property tax.

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Put another way, the actual city tax dollar increase to the owner of a home assessed at \$200,000 in FY 2008 and again assessed at \$200,000 in FY 2009, is equal to a 3.3 percent increase, or \$29 annually. This amount would be less if the assessed value actually declined during the same time period.

You may also be interested knowing that the City millage rate represents approximately 17 percent of the average individual property tax for city residents. No one enjoys paying taxes, but they are the way that we as a community pool our resources to fund many of the wonderful public amenities and services that we enjoy.

Gainesville is one of a select few cities that is leading the state in population gains. That's because we enjoy a quality of life unlike most other Florida cities. You've elected and entrusted our City Commission to preserve the Gainesville way of life, and this budget is based on their continuing effort to honor that commitment.

Russ Blackburn is Gainesville's city manager.

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
July 8, 2009

Property tax might rise to reduce budget gap
Author: Megan Rolland

Under the city manager's recommendation, a \$200,000 homestead would cost \$41 more. Property owners might see a slight increase in their millage rate in October as the city seeks to balance the 2010 budget amid a projected \$4 million decline in revenues and a \$2.6 million increase in expenses. "The news has gotten worse," City Manager **Russ Blackburn** said Tuesday afternoon during a news conference. "Every year, something new would come in: State-shared revenue declined, the (Gainesville Regional Utilities) transfer declined, or property taxes." Fiscal year 2010, for which the city will begin the budgeting process at a workshop July 22, has seen a decline in all three of those revenue streams. The utility transfer accounts for 36 percent of the city's budget.

Blackburn announced he would recommend to the City Commission a 0.2753 increase in the millage rate. That equates to a \$14 increase in property taxes for a house that is assessed at \$100,000 and has a homestead exemption and a \$41 increase for a \$200,000 home. The city has not raised property tax rates the past 25 years because property values have risen every year, increasing tax revenue.

This year, property values have declined. The tax-rate increase will raise about \$1.5 million, **Blackburn** said, leaving a budgetary gap of \$5.1 million to be covered by paring down city services and departments. Each city department was asked to cut 5 percent of its operating budget, which translated into the elimination of 34 full-time positions, only two of which are currently filled, and the reduction of the Police Department's party patrol and the budget for fuel for the police vehicle fleet. "(Those reductions) should not have any significant impact in services provided,"

Blackburn said of the cutbacks being made to the Police Department. "We are eliminating three vacant (public-service-technician) positions. Those people would be working out on the street, responding to accidents." Also, the Police Department will lose a crime-scene analyst as one of the two layoffs the city is making next year. The other layoff is a word-processing technician in the planning department for a savings of \$33,000. The city is offering early retirement to employees who have 17 years of experience or more, hoping to save \$339,634 in personnel expenses.

Additionally, city employees could receive a pay raise of only 1 percent next year, with the exception of the three unions that don't have open contracts: the Fraternal Order of Police, the Police Benevolent Association and the Gainesville Firefighters District Chiefs. Those unions declined to open their contracts early.

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Once the revenue sources are accounted for, the city has about \$98.8 million to budget, compared with the 2009 expected budget of \$96 million. **Blackburn** outlined the primary factors driving the budget crunch, focusing on a \$1.1 million decline in revenue transfers from the city-owned Gainesville Regional Utilities. Property tax revenue is projected to decrease by \$211,000 next year despite a large annexation. Both state-shared revenue and revenue from the half-cent sales tax are projected to decrease by \$1.97 million combined. Chief among the unexpected expenses was \$1.1 million toward the operation of Ironwood Golf Course, which was supposed to be a self-sufficient enterprise. Finally, the city put \$500,000 more than expected into its pension program because of the drop in the stock market.

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Russ Blackburn
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Gainesville Sun, The (FL)
April 17, 2009

City commissioners approve 2 percent raises for five of the city's top officials
Author: Megan Rolland

They cited "outstanding" performances as the basis for the raises. City commissioners approved raises of approximately 2 percent for five of the city's top officials Thursday after acknowledging the city's budget deficit but also noting "outstanding" performances by the employees. "This was somewhat of an agonizing process for me," Commissioner Lauren Poe said. "We are entering an incredibly difficult economic cycle ... The final recommendation is less than any other employee's raise in the city. It's more than 50 percent less than the (consumer price index) went up, so in reality it's a loss of purchasing power." The review process involved each charter officer evaluating himself and also meeting individually with each of the seven elected city commissioners.

Mayor Pegeen Hanrahan emphasized that these raises correlate with the raises given to general employees effective January 2009. Those raises ranged from 3.82 percent for transit workers to a high of 6.77 percent for the firefighters union, she said. "It's almost impossible to be fully even-handed," Hanrahan said. "I'd rather have 1 percent (of a raise) on these guys' salaries than I would 5 percent on mine." Raises for the officials are as follows:

City Manager **Russ Blackburn** received a \$3,363 raise, bringing his annual salary to \$171,525 a year. General Manager of Gainesville Regional Utilities Bob Hunzinger received a \$4,200 raise, bringing his annual salary to \$214,200. City Attorney Marion Radson received a \$3,257 raise, bringing his salary to \$166,126. City Auditor Brent Godshalk received a \$2,139 raise, bringing his salary to \$109,134. Clerk of the Commission Kurt Lannon received the only 2.5 percent raise, bringing his annual salary to \$94,499.

Hanrahan said Lannon's pay was the most "out of whack" salary compared to other clerks in similarly-sized cities and that the higher raise was in part an attempt to close that gap. Commissioners Craig Lowe and Jack Donovan both called for a reworking of the system that has the charter officers receiving raises for a previous year's performance and thus not at the same time as the other employees. Jimmie Williams, the equal opportunity director, is also a charter officer. However, he is set to retire this year and requested not to be reviewed.

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Russ Blackburn
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Gainesville Sun, The (FL)
March 10, 2009

Russ Blackburn: In defense of the mayor and City Commission
Author: Russ Blackburn

On March 5, a news article titled, "Is Hanrahan overstating plan for Fifth Avenue?" was published in The Gainesville Sun. A central point of the article seems to be that there is no finalized agreement regarding the future disposition of the Seminary Lane housing complex between the city and Seminary Lane/Gainesville Florida Housing Corporation, Inc. (GFHC), the non-profit owner of the complex.

What the article did not convey is the level of substantial interest and genuine concern by the mayor and city commissioners regarding efforts to revitalize the Seminary Lane area. It is that same interest and concern that drives city efforts to turn around this neighborhood's deterioration and that led to the commission's decision to purchase Mom's Kitchen, located very near to the Seminary Lane property.

This area has suffered from years of neglect that have led to tell-tale symptoms of a neighborhood in crisis, including major housing code violations, blight, high crime rates and illegal drug activity. This mayor and City Commission have taken a proactive stance in finding long-term solutions to a problem that has festered far too long.

On Dec. 15, 2008, the mayor on behalf of the City Commission contacted the U.S. Department of Housing & Urban Development (HUD) regarding Seminary Lane to inform them of impending relocation issues and to ensure that the federal agency sent a representative to hear the concerns of residents and provide answers to their questions. The City Commission's concerns have also been transmitted to city staff members who continue to work with area residents to plan a successful resurgence for this neighborhood. Seminary Lane and Mom's Kitchen are pivotal to this planned resurgence.

As much as a year ago, I personally met with GFHC members to assure them that city and GCRA staffs are available to provide technical assistance, including help with issuing a Request for Proposals, should they choose that redevelopment option.

In the interim, city and GCRA staffs have been and remain engaged in active discussions with GFHC regarding redevelopment planning scenarios and innovative approaches to bring about a new vision for the Seminary Lane area. They are currently assisting with the resolution of preliminary issues that would enable an RFP or other process to move forward.

The mayor and individual commissioners continue to regularly inquire about the progress of these discussions regarding Seminary Lane and city staff provides updates to them. We are

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making progress and it is easy to understand how an impression could have been conveyed that an RFP would occur shortly.

The city and this community are on track toward a viable, comprehensive redevelopment strategy for the area that will include redevelopment of Seminary Lane and the Mom's Kitchen site.

Clearly we all recognize that the health of this neighborhood is vital to the long-term stability of our city's downtown core. The Gainesville Community Redevelopment Agency (GCRA) is implementing the Fifth Avenue/Pleasant Street Redevelopment Plan to stimulate physical and economic revitalization.

To date, city and GCRA staffs have completed the Fifth Avenue Streetscape project, we've built a new tot lot playground adjacent to Seminary Lane, the Model Block Project has renovated and saved three area homes with more to follow, and we are working on restoring the A. Quinn Jones property.

The real news here is not whether the plan for Fifth Avenue was overstated. The real story is that this visionary City Commission and city and GCRA staffs are working in close partnership with the Seminary Lane/Gainesville Florida Housing Corporation, and all other interested parties to ensure that this blighted area is finally given the attention and opportunities it so desperately needs to thrive and succeed in the future.

Russ Blackburn is Gainesville's city manager.

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
February 28, 2009

Russ Blackburn: No time for rhetoric of self-interest
Author: Russ Blackburn

The following was written in response to the Feb. 26 Speaking Out by Fraternal Order of Police President Jeff McAdams ("We will not give up our benefits"): Anyone who is following the dramatic decline in our national and state economies should be aware of the effects of this decline on our local economy. Families in cities across the State of Florida and right here in Gainesville are struggling to stay afloat in these difficult financial times. Local businesses, educational institutions, and non-profits are also coping as best they can with falling revenues as consumers, public and private enterprises scale back on expenditures. Now is not the time for action or rhetoric based solely on self-interest.

Now more than ever we must come together as a community to weather some of the most difficult financial times we have seen. Against this backdrop, I recently met with representatives of our six city employee bargaining groups to share city government's serious fiscal challenges and ask for their cooperation as together we seek ways to ease the financial burden on our taxpayers. I remain optimistic that by continuing our practice of interest-based bargaining with our organized labor groups, we can reach mutual agreement on ways to reduce budget expenditures.

The City of Gainesville is very fortunate to have many dedicated public servants providing high quality services to our citizens. I would hope that we all can agree that in these uncertain times Gainesville's citizens deserve and expect us to make collective sacrifices for the good of our community. Although I understand the anxiety that many city employees may have regarding the future, now is the time for employees, elected officials, and the public to work diligently to match salary and benefit expectations to today's fiscal realities. Taxpayers and their elected representatives on the City Commission have treated city employees fairly. Raises and benefits are squarely in the mid-range of compensation packages provided to employees in other cities of comparable size and complexity.

Beginning in fiscal year 2007 through fiscal year 2010, belt-tightening measures by Gainesville's municipal government are projected to curb growth in our general fund operating budget by \$10 million. We are doing this in a declining economy, and in response to state-mandated reductions in local property taxes. Visionary leadership from our mayor and city commissioners has enabled city government to maintain the high-quality service provision our residents consistently tell us they want.

However, the continuing combination of a faltering national and state economy, ongoing state property tax reductions, and projected decreases in state-shared funding transfers to the city

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caused by lagging sales tax revenue, is contributing to an estimated budget deficit of nearly \$1 million for the current fiscal year and a projected deficit of \$3.4 million in fiscal year 2010. As your city government, it is our fiduciary responsibility to our citizen taxpayers to leave no stone unturned in our search to find additional reductions in expenditures.

I am persuaded that the narrow, short-term perspectives that some may hold, do not accurately reflect the opinions of the majority of our city employees. I am confident that ultimately city employees will embrace this opportunity to align salaries and benefits with our community's financial ability to support their government.

Our city government will continue to seek opportunities to work together with all in the spirit of public service to provide you, the taxpayer, with the kind of efficient and fiscally responsible city government that you expect and deserve.

Russ Blackburn is city manager of Gainesville.

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
September 12, 2008

Four-day work week for city: What would it mean?
Author: Megan Rolland

Certainly, three-day weekends sound appealing to employees, but Gainesville City Manager **Russ Blackburn** saw more benefit than long weekends in switching to a four-day-work week - namely \$90,000. "I think it will probably save more," said **Blackburn** about projections that the city could save \$90,000 a year in energy costs by shutting down the administrative offices an extra day a week. On Sept. 29, Gainesville will join a growing list of cities, counties and states across the nation that are making the switch to a four-day work week with city employees working 10-hour days from 7 a.m. to 6 p.m. But even if the savings are there, some people are skeptical over whether the economic benefit will outweigh the cost of the reduced availability of services, the challenge for employees to juggle child care and lost productivity over 10-hour days.

Why switch By and large, the impetus for the switch across the nation has been the rising cost of energy in conjunction with a faltering economy. Birmingham, Ala., made the "four-ten" switch on July 1. In the first month, the mayor's office reported saving \$73,695 in fuel costs alone. The state of Utah went to "four-ten" in August, closing all but a few state offices every Friday. A spokeswoman with the Utah Governor's Office said estimates put savings in the "tens-of-millions-of-dollars" when considering a potential 20 percent energy reduction at all state buildings and reduced commuting costs for employees.

Gainesville faced more than \$2 million in budget reductions this year and switching to the four-ten was just one way city commissioners balanced the budget. By closing City Hall, the Old Library Building, the Thomas Center and the Public Works Compound administrative offices on Fridays, energy consumption will be reduced. Even though the offices will still be open 40 hours a week, officials say the savings will result from having three consecutive days - Friday through Sunday - in which thermostats do not have to be set to keep workers and customers comfortable. The projected savings do not include reductions in fuel for the city fleet vehicles.

In Florida, several governments have already made the four-ten switch, including, the city of Coconut Creek, which has been closing on Fridays for three years now. Port Richey and Belleview have approved the switch, but it hasn't taken effect. Alachua, Miami-Dade and Leon counties are currently discussing the option. Changes in service - Although residents are losing the ability to do business with the city on Fridays, **Blackburn** said the extra two hours that City Hall will be open each day will more than compensate. "This is actually expanding services for our citizens," he said, adding that the change is a pilot program. "We're learning. We'll take feedback from the public," **Blackburn** said. "We'll ask 'is it helpful to be able to have an hour extra in the morning and in the evening.'"

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Russ Blackburn
(Articles are in reverse chronological order)

Commissioner Thomas Hawkins expressed some concern over the change in service. "It's a 20 percent reduction in our availability to the public, and it's only \$90,000 in savings," Hawkins said. "It's a tiny savings compared to how much it reduces our availability. Everyone else works on a Friday, so we should be in the office that day, too." Hawkins said he isn't too upset about the switch, however, and is certain that things will work themselves out. "The only citizen I spoke with who expressed concern was a contractor who wanted to make sure we could get an inspector out on Fridays," Hawkins said. "That concern I think is really largely mitigated because our inspectors are going to work a five-day work week." Stuart Cullen, vice president of the engineering firm Brown and Cullen Inc., said his company has been working closely with various departments in the city to understand the change. "In my opinion, as long as they get their 40 hours of work done, it doesn't make a difference," Cullen said. "We'll shift some of our procedures to recognize from Thursday evening to Monday morning nothing is going to get done."

Working parents - **Blackburn** said one of his concerns is for the working parents at the city who might have a tough time making the transition. Marilyn McCall, director of My School Child Care Center, 2720 SW 2nd Ave., said that's a concern she's given some consideration since the city announced the four-ten work week. "Even if the child care center would accommodate, I don't think it's good for children to be in care that long," McCall said. "Our hours are from 7:15 a.m. to 5:30 p.m. - short hours. Part of the reason for that is so that we are not able to enable parents to leave their children in child care that long." McCall likened a 10-hour day in group care for a child to 10 hours working for an adult. "Most of us are exhausted after an eight-hour day, but because we're adults, we can push it through for maybe even a 10-hour day, but we're adults," McCall said. She said most of her clients are University of Florida employees, but that she would be unable to accommodate someone working a 10-hour day. "I know why they want to do it, and on a lot of levels it makes a lot of sense," McCall said. "If I was just a single person and didn't have any kids, I would like that honestly, but I don't see the impact on kids as being positive."

Blackburn said his office will work with parents employed at the city to find ways to accommodate their schedules. "A lot of our employees are excited about it," **Blackburn** said. "But some of them are thinking: 'gee, I don't know how this will affect me.'" Benefits to employees - Part of that excitement probably comes from the promise of long weekends every weekend. But employees can also expect to save 20 percent on gas, said Jerry Osteryoung, the executive director of the Jim Moran Institute for Global Entrepreneurship at Florida State University. "I think the thing that's driving the four-day work week is clearly fuel costs," Osteryoung said. "We're having some structural changes in our economy that are changing the way we work and the way we live. "Employers have ... got to help employees deal with these very tough economic times," he said. "High gas prices hurt lower-income employees the hardest because of two factors - a higher percentage of their income goes to fuel and they tend to live farther out."

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Russ Blackburn
(Articles are in reverse chronological order)

According to the Center for Urban Transportation Research at the University of South Florida, the average American commutes 12.2 miles one-way to work and the average car gets 20.2 miles per gallon. Assuming the nationwide average of gas per gallon is \$3.67, the center estimates a four-ten work week would save each employee about \$212 in gas annually. That's provided, however, that employees aren't using their long weekends for extended road trips.

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
February 26, 2008

Numbers to come CITY COMMISSION -City commission approves raises, talks management Officials approve raises, discuss management
Author: MEGAN ROLLAND

As Gainesville city commissioners approved raises for three charter officers Monday night, they also expressed concerns about the growing number of managers, responsiveness to the community and inclusion of stakeholders. City Manager **Russ Blackburn** and City Attorney Marion Radson each received 3.8 percent raises, and City Auditor Brent Godshalk received a 3.9 percent raise. The raises were representative of average raise recommendations from the six commissioners and the mayor. "(With) the reality of what's happening in the economy and the number of people in this community who are getting zero raises, this is not the time to see 7 or 8 percent raises," Commissioner Rick Bryant said. In general, the commissioners expressed gratitude to the employees and also confidence in their capabilities.

Blackburn has been the city manager since September 2005. His responsibilities encompass general oversight and implementation of the city's programs and policies. His salary in 2007 was \$161,975 a year. "Mr. **Blackburn** does a lot of good things for our city," Commissioner Ed Braddy said. "He is a good day-to-day face for our city." But Braddy echoed concerns raised by Bryant about attempts led by **Blackburn** to reorganize the management structure of city government agencies. "We have sort of a growing, robust management structure, which may be out of sync with our lean years," Braddy said. "We have managers who are making three times, sometimes four times what the rank and file makes."

An example cited were two assistant city managers when there used to be only one. Bryant's concerns for the reorganization stemmed from a controversial restructuring of the recreation department, which generated public outcry after a longtime athletic director was reassigned. "I know that wasn't an easy situation for anyone who was involved," Bryant said. "It could have been handled a little bit better." Bryant said he is looking forward to an update in March about how the reorganization is going.

Commissioner Scherwin Henry applauded **Blackburn's** efforts to include diversity within city government. "We are wanting our city to be the melting pot and look like our constituency," Henry said, citing the hiring of two black employees. City Attorney Radson

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Russ Blackburn
(Articles are in reverse chronological order)

Gainesville Sun, The (FL)
July 6, 2007

Budget reflects 'a new reality' City to balance budget thru fees
Author: JEFF ADELSON

Gainesville will charge higher fees to make up for a forced reduction in its tax rate under a budget proposal that also calls for cuts in a wide range of programs, including homeless services and land conservation. The \$95 million budget reflects a new reality in which the city "can no longer be all things to all people," City Manager **Russ Blackburn** said during a news conference Thursday. The change was brought about by restrictions put in place by the Florida Legislature this year, which reduced the city's expected property tax revenue by about \$2.6 million, **Blackburn** said. "At a time like this you have to examine what your core functions are," he said.

Though city officials had offered dire warnings about the impact of more extreme versions of the property tax legislation, the changes in the budget released Thursday include few major cuts to services and no significant reductions for Gainesville Fire Rescue or the Gainesville Police Department. Potential cuts to these departments, which make up about half the city's budget, raised concern among some residents earlier this year. The most substantial change in the budget is a philosophical shift toward charging individuals or groups who directly benefit from city services. This would result in about \$814,000 in new or increased fees and fines. Given the new property tax legislation, which forced the city to reduce its revenues from property taxes to 3 percent below their current levels despite a 13 percent increase in property values, **Blackburn** referred to this strategy as a necessity.

Among these new fees are charges for fire inspections and GPD background checks, charges for after-school programs and Teen Zone activities and charges for environmental and development review. Higher fees also would be charged for various zoning reviews, parking decals, facility rentals and the summer camp program. The budget also calls for about \$217,000 in program cuts, including eliminating funding for the Office on Homelessness and the Entrepreneurial Charter School, two programs that involved a partnership with Alachua County. Alachua County Commissioner Rodney Long, who has been a champion on both issues, could not be reached for comment Thursday.

Office on Homelessness Director Jon DeCarmine has butted heads with city officials in the past, particularly over the fate of a large homeless encampment near S. Main Street known as Tent City. But **Blackburn** said the decision to cut the program was for efficiency, not politics. There is now an assistant city manager dealing with homeless issues and it was decided that money would be better spent working toward a planned One-Stop Homeless Center than toward the joint city-county office, he said.

DeCarmine could not be reached for comment Thursday. The largest cuts come from \$926,000 saved through "organizational efficiencies," internal changes that range from reorganizing

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

departments and combining positions to replacing vehicles less frequently and eliminating paper paycheck stubs. Gainesville Administrative Services Director Becky Rountree said these changes will have a minimal impact on services and are part of a review of city efficiency that began after Blackburn was hired last year. "We would have done those anyhow," Rountree said. City commissioners will hash out the details of the budget in a series of meetings in the coming weeks before approving a final version later this summer. The first discussion on the issue will be next

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
July 1, 2006

City seeks \$212M for 2007 projects
Author: JEFF ADELSON

Nearly \$6 million in new revenue would be spread through several departments, focusing on the environment, public safety and technology, in Gainesville's proposed 2007 budget. The \$212-million budget, bolstered by a 16 percent increase in the value of taxable property in the city, includes money to buy conservation properties, start online services, expand Regional Transit System service to Sundays as well as money for major water quality improvement projects. A general government fund of \$91.8 million, which covers most of the city's operating costs, includes money to staff a planned additional fire station, an expansion to the city's code enforcement and money to help fund homeless services. "I think we've come up with a good, sound budget," said City Manager **Russ Blackburn**, who oversaw the budget process for the first time in Gainesville this year. The proposals were drafted to meet commission objectives laid out at a retreat earlier this year, **Blackburn** said.

The proposed budget would shave the city's tax rate but raise stormwater fees on properties, changes that, at best, will be a wash for many homeowners. Some city commissioners have called for a reduced tax rate in response to increases in revenue as a result of rising property values. Under the proposed rate, taxes on a homesteaded house in Gainesville worth about \$200,000 would be about \$1.80 less this year than on an equally valued property last year. But homeowners would pay \$3 more in stormwater fees this year under a plan that raises the rate from \$6.50 to \$6.75 a month. The money from the fees would largely go to fund about \$10 million in improvements over the next five years, such as the Depot Avenue Stormwater Park and projects to improve Sweetwater Branch. The rate of increase in property values also means many residents will pay more in taxes even if they're paying at a lower rate. The budget was provided to city commissioners, employees and the public following a press conference Friday morning.

City commissioners will spend the next three months hashing out the final details of the budget and the city's tax rate, which will receive final approval in September. During that time, commissioners will also discuss Gainesville Regional Utilities' budget, which is expected to be released in the coming weeks. One of the new projects proposed in the budget is the establishment of a fund the city could use to buy properties in the city for conservation purposes. In the first two years, the program will receive \$525,000 to help buy land in northwest Gainesville, which had been the proposed site of a Wal-Mart Supercenter and which would now partially be used by a proposed Home Depot, **Blackburn** said. The program would receive \$250,000 a year in the future, he said. "It's time to enhance our focus on environmental issues," **Blackburn** said.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Sunday service through RTS is also included in the budget package. The service, which is partially funded by University of Florida Student Government, would require new drivers but no new buses, said Teresa Scott, director of the city's Public Works Department. "Student government - that was one of their top priorities to be able to put Sunday service on," said Scott, who added that the service will start Aug. 21. "We're excited to realize that partnership because it helps us realize something we've wanted for a while." Public Works is also setting the stage to bring large-scale road maintenance in-house, rather than contracting it out to private firms, Scott said. The proposed budget for the department includes money for hiring new staff and buying equipment that will allow projects that are larger than the pothole repairs Public Works now takes on but smaller than major projects, like the reconstruction of SW 2nd Avenue, she said.

The budget also calls for the city to conduct its own environmental reviews of development projects, rather than relying on a contract with the Alachua County Environmental Protection Department. The city has budgeted \$90,000 to hire an environmental generalist who would be able to provide more responsive service to development officials while contracting with private firms for projects that require specific expertise, Scott said.

Some of the items are intended to cover rising costs and fix underestimates in past budgets. An additional \$546,000 a year will be budgeted to cover overtime costs for Gainesville Police Department and Gainesville Fire Rescue workers. In past years, the city had paid out a similar amount of overtime but not planned for it in the budget process, **Blackburn** said. The city is also looking into hiring more firefighters to reduce the amount of overtime required of staff and could make a decision on new hires this year, he said.

The budget includes an additional \$1.1 million over the next two years to cover the rising price of fuel and other vehicle costs. "E-Gov" initiatives, designed to provide more access to government services on the Internet, also received a prominent place in the budget. A system that tracks and allows citizen access to information on the city's development review process is one of the centerpieces of the \$800,000 plan and the item that will involve most of the costs. The proposal also includes software that will allow residents to pay traffic tickets and apply for business licenses online. One of the most long-awaited proposals included in the budget is the construction of the city's first new fire station since 1979. The station, planned for the area around NW 34th Street and NW 39th Avenue, will receive \$3 million in funding from a bond issue and money for a four-member staff in the latter part of 2008 as part of the proposal. "We're pretty excited about it," said GFR Chief William Northcutt, who said the station would help provide better service in the northwest area.

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Russ Blackburn
(Articles are in reverse chronological order)*

The Gainesville Sun, (FL) Gainesville.com
December 27, 2005

Low- Key city manager works to make Gainesville top tier
Author: Jeff Adelson

When he talks about his new job as Gainesville's city manager, **Russ Blackburn** doesn't sound like most people's idea of a bureaucrat. **Blackburn's** focus is on concepts most would associate with the corporate world: customer service, user feedback and efficiency. "You need to remember the bottom line is you're trying to provide effective customer service that meets your citizens' needs," **Blackburn** said. Treating residents as customers rather than taxpayers has been something of a mantra for **Blackburn**. He has quietly but quickly been working to ingrain it deeper into the city's government in the nearly four months since he stepped into the position. "Sometimes you sit in your office and think, 'What do the citizens on 16th Street or 6th Street want?'" **Blackburn** mused from behind his desk on the top floor of City Hall shortly after he was hired. "I really believe strongly in citizen engagement, in encouraging people to be active participants," he said.

Despite the shortness of his tenure, **Blackburn** always has at hand details on city activities or facts about city programs. He delivers them in a calm tone that suggests his recommendations are backed by rational planning and need little rhetorical flair to make his case. It's an approach that has earned **Blackburn** favorable comparisons to his predecessor, Wayne Bowers. But **Blackburn's** low-key approach, both in public meetings and private interviews, belies a flurry of activity behind the scenes. Since taking over the top position in Gainesville's general government, **Blackburn**, 52, has already initiated a number of changes altering the structure of the city: combining departments, giving clear missions to those reporting to him and expanding the role of high-level managers as liaisons to other institutions. It's all part of a plan, he said, to make Gainesville one of the top 10 midsized cities in the country as rated by a professional organization of city managers.

In many ways, achieving this goal means making the kind of changes that don't typically show up in policy documents or commission agendas, **Blackburn** said. What's needed, he said, is a focus on making the attitude of Gainesville's government that of a customer-driven enterprise, with taxpayers as the consumers in need of service and support. **Blackburn** has begun instituting "benchmarking" into city government. Staff in each city department are now required to develop concrete, measurable goals and chart their year-to-year progress as they work to attain them. Examples include monitoring how long developments and permits take to go from their initial application to final approval or the number of activities and programs offered by city recreation services. "You have to quantify the vision of the city," **Blackburn** said. Moving the city forward requires creativity and a study of best practices, both in other cities and in the private sector, he said. And, according to some commissioners, it's a plan that seems to be working.

Mayor Pegeen Hanrahan said **Blackburn** is establishing organizational excellence and is trying

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(Articles are in reverse chronological order)

to provide the right mix of motivations and techniques to make sure the city is functioning as well as possible. "I certainly feel very confident in his capabilities," she said. Out of the spotlight in what may be the liveliest political theater around, **Blackburn** stands out by shying away from the spotlight. He spends City Commission meetings sitting quietly next to seven sometimes adversarial politicians who frequently battle over issues momentous and minute. As commissioners stake out and fiercely defend their positions, **Blackburn** seems to almost fade into the background. He usually sits thoughtfully and attentively, quickly to provide facts or explanations but careful to stay outside the battles that roil the commission on a regular basis. Still, he says the position is not for the squeamish. "You certainly need to have tough skin," **Blackburn** said. "There's not much you do that somebody doesn't think is wrong." **Blackburn** began working for Gainesville in September, filling the position held until October 2004 by Bowers. Bowers, widely praised by staff and politicians during his nine years in Gainesville, left the city to take a job as city manager of Greenville, N.C. Gainesville's council-manager form of government gives the city manager oversight of nearly all the city's day-to-day operations. While the City Commission sets policy, **Blackburn** is responsible for carrying out policies related to nearly all city services outside of Gainesville Regional Utilities.

His appointment came after tense debate among commissioners, who were split between hiring **Blackburn** or Assistant City Manager Barbara Lipscomb, who had filled the position since Bowers left. But even those, like Hanrahan, who had initially favored Lipscomb, said that while either would have done well, they have not been disappointed by **Blackburn**. After his hiring, **Blackburn** retained Lipscomb as assistant city manager, adding a focus on new annexations to her duties. By rearranging staff duties, **Blackburn** also freed up money to hire a second assistant city manager, a position that is still unfilled but would focus on other city projects and be a liaison to educational institutions in the city. These institutions - particularly the University of Florida - play a complicated role in Gainesville's development, acting as major employers and attractions but also taking much of the city off the tax rolls, **Blackburn** said. Keeping the lines of communication open and making sure the city knows what the university is planning is crucial to the effective operation of the city, he said.

Educational institutions can help provide growth and development - providing more employment and adding to the city's tax base - with the help of the city, **Blackburn** said. "I'd like our economic development programs to be using these opportunities," he said. Bringing 'new blood'. While there are many factors involved in any hiring decision, **Blackburn's** similarity to the former city manager may have been one that helped him find a place in Gainesville. Much like his predecessor, **Blackburn** tends to be quiet on the City Commission dais, allowing commissioners to ask his opinion before offering it. In a change from tradition, however, **Blackburn** has not hesitated to offer suggestions or collaborations with other city charter offices, such as GRU, in dealing with problems facing the city, Hanrahan said. And, also like Bowers, **Blackburn** has been frequently referred to as a "Southern gentleman" by his new colleagues.

But while the two share similarities, some say **Blackburn** - and the "new blood" he infuses into city government - could be a better fit for this period of Gainesville's development. "I think

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Russ Blackburn
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(**Blackburn's**) interests are very creative and progressive in terms of the quality of life and elevating the economic, social and culture progress of the city," City Commissioner Warren Nielsen said. "Bowers was really a stabilizer, he really worked to managerially and budgetwise set things up in a stable fashion." Other commissioners agreed. "Change is often frustrating and stressful, but it often also lets creative energy out," City Commissioner Ed Braddy said shortly after **Blackburn** began his new job. Life before Gainesville **Blackburn** came to Gainesville after almost 30 years in various local government, explaining his interest in municipal work as filling a desire to serve. Immediately preceding his appointment in Gainesville, he served as county administrator of Martin County, where his wife - a speech therapist - and daughter still live and where he frequently returns for weekends with his family. **Blackburn** said his family will move to Gainesville sometime after his daughter finishes eighth grade this spring.

The search for a new city manager in Gainesville coincided with **Blackburn's** decision earlier this year to resign his post in Martin County. Neither **Blackburn** nor his County Commission would discuss his decision to leave Stuart, the county seat, but some colleagues said he had been the victim of changing political winds. For eight years, **Blackburn** navigated those winds in what many considered to be a particularly contentious political environment. "You have to understand Martin County politics to understand why **Russ** resigned," said Martin County Commissioner Michael DiTerlizzi, one of the commissioners who supported **Blackburn**. "We go in five different directions. And I think **Russ** probably saw the handwriting on the wall and he realized that it was time to do something different." In Martin County, **Blackburn** walked a careful line, following his commission's policy decisions but unafraid to make crucial decisions on his own, Stuart City Manager David Collier said.

For example, **Blackburn** didn't wait for commission approval before beginning to plan emergency services for last year's hurricane season, which had a devastating impact in Martin County, Collier said. "He didn't just sit there and wait for orders," Collier said. "But in the policy area he certainly knew the policy came from the commission and he wouldn't be out there ahead of them." It was a style that has left some, including several former employees who offered unsolicited congratulations to Gainesville when **Blackburn's** name was mentioned, glad for his leadership. "Our loss is Gainesville's gain," DiTerlizzi said. "He was one of the top administrators we've ever seen." City-county relations Alachua County Manager Randall Reid said the fact that **Blackburn** had been able to stay in his position so long showed his ability his skill in carrying out the commission's wishes. "It's a rough county," said Reid, who worked as **Blackburn's** deputy county manager in the 1990s. "He had that position a substantially longer period of time than those that proceeded him."

Blackburn's previous relationship with Reid has piqued curiosity of both city and county commissioners, including Hanrahan, who said she worried about it before **Blackburn** was hired. Both managers have said that while their professional history should help provide smooth cooperation when their commissions request it, it won't keep them from pursuing the policies set by their commissions. The most vivid example of conflicting policies came earlier this month, as the city began preparing for an annexation referendum near Santa Fe Community College. The

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potential annexation has been viewed with caution, and some concern, by the county. "Some of that tension is natural," Blackburn said. "We each have a lot of pride in our communities. We need to focus on the services needed by the citizens and not who provides them."

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Russ Blackburn
(Articles are in reverse chronological order)*

Gainesville Sun, The (FL)
August 23, 2005

NEW CITY MANAGER Contract approved for Russ Blackburn
Author: JEFF ADELSON

The Gainesville City Commission Monday approved a contract with former Martin County Administrator **Russ Blackburn**, who was selected last month as the top-ranked candidate to take over as the city's manager. "I'm very excited and I think it's a great opportunity for me and for the city," **Blackburn**, 52, said Monday in a telephone interview from his Martin County home. **Blackburn** will begin his new job Sept. 6, with a starting salary of \$155,000. Future raises will be determined based on yearly evaluations by the City Commission. The contract was negotiated for the city by Mayor Pegeen Hanrahan.

Former City Manager Wayne Bowers made \$133,026 when he left the city in October to take over as city manager of Greenville, N.C. When he was hired as Gainesville's city manager in 1995, his salary was \$92,000. **Blackburn** was chosen earlier this month as the top candidate for the position from a field of four finalists by commissioners who spoke of a need for "new blood" in city hall. He was administrator of Martin County for nine years before resigning in May, reportedly under pressure from some members of his commission.

Interim City Manager Barbara Lipscomb, who was the commission's second-ranked candidate, will return to her previous job as assistant city manager. Commissioners said during a break at Monday's meeting they were excited **Blackburn** would be joining the city. "I'm looking forward to his coming here, and I hope his tenure is successful," Commissioner Craig Lowe said.

BLACKBURN'S DEAL

*Salary: \$155,000 for the first year. Raises contingent on yearly review by city commissioners.

*Severance: Up to 26 weeks salary, depending on the length of employment, if terminated without cause.

*Transportation: Monthly car allowance of \$450 a month or use of a city vehicle for city business and commute.

*Moving expenses: Moving expenses and three trips from Martin County to Gainesville will be reimbursed.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Palm Beach Post, The (FL)
May 16, 2005

OUSTED ADMINISTRATOR, UNANSWERED QUESTIONS

For taxpayers, the deal stinks. Martin County is losing Administrator **Russ Blackburn** for reasons the public never may know. The county is paying him a resignation package of about \$235,200, nearly twice his annual salary. That is either a tribute to his eight years of service or the price at least one commissioner was willing to make the public pay so he could settle an old grudge. State Attorney Bruce Colton should investigate whether any of three commissioners - Lee Weberman, Susan Valliere and Doug Smith - violated the Sunshine Law in their eagerness to oust Mr. **Blackburn**.

Commissioner Weberman is a likely suspect to have engineered the move that forced out Mr. **Blackburn**. In 1998, before his election, Commissioner Weberman was the county's interim engineering director. Mr. **Blackburn** was his boss. Mr. **Blackburn** replaced him by appointing Don Donaldson as engineering director. Commissioner Weberman consistently has questioned Mr. **Blackburn**'s every move and has tried to fire him at his annual review, complaining about his management of the budget and his dealings with commissioners.

This year, Commissioner Weberman succeeded - by enlisting two colleagues to oppose Mr. **Blackburn**, who resigned last week before they could fire him. Commissioner Valliere said she has been unhappy with Mr. **Blackburn**'s handling of airport matters. She was particularly unhappy that he failed to fire Airport Director Mike Moon before the other four commissioners intervened and rehired Mr. Moon with an 18 percent raise. Commissioner Smith wouldn't say why he wanted to fire Mr. **Blackburn**. Commissioner Weberman, who often chatters about saving taxpayers' money, saw the severance package Mr. **Blackburn** crafted for himself before he announced his resignation at the end of Tuesday's commission meeting. Did we mention that there might be a case for the state attorney?

Mr. **Blackburn** served longer than any other recent administrator and deserves a fair separation package. He started innovative programs to help citizens learn about and get involved in county government. He did an excellent job shepherding the county through recovery from last summer's hurricanes. But he is leaving for reasons that seem more personal than professional, and the public is paying for it. The three commissioners owe the public an explanation.

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Russ Blackburn
(Articles are in reverse chronological order)

Palm Beach Post, The (FL)
May 15, 2005

POWER SHIFT SEALED BLACKBURN'S DEPARTURE
Author: EVE SAMPLES

By Martin County standards, **Russ Blackburn** enjoyed a long tenure as county administrator, a position subject to political whims and upheaval in a polarized county. The mild-mannered bureaucrat managed to keep at least three of five county commissioners happy for eight years, longer than any Martin County administrator in recent history. So what exactly prompted the 51-year-old's departure Tuesday? It wasn't a changing of the guard. The same five commissioners who gave him a 4 percent raise last year sat at the dais Tuesday when they accepted his resignation. It wasn't a public scandal that embarrassed him out of his large corner office at the Martin County Administrative Center. All five commissioners - even the three who wanted him out of the job - have agreed he's an undeniably nice guy. Rather, **Blackburn** lost a more subtle battle.

During the course of the past year, behind closed doors, he somehow fell out of favor with two commissioners who once supported him: Doug Smith and Susan Valliere. Once they joined Lee Weberman, a longtime critic of the administrator, **Blackburn** apparently took his cue to leave. "I think **Russ** probably made a good decision, based on what he has accomplished, and it's probably time to move on," Smith said. Third time's the charm. **Blackburn** knew he wanted Martin County's top job long before he got it in 1997. He made a run at the position in 1989, and again in 1993, earning a spot as a semi-finalist both times but not landing the gig. In 1997, his luck changed. He got the job, leaving his post as deputy administrator in Loudoun County, Va., to start at \$93,000 a year. His wife and then-5-year-old daughter moved with him to Palm City.

At the time, **Blackburn** said he wanted to "be as nonpolitical as possible," while focusing on team-building among the county's ranks. But Weberman, who worked under **Blackburn** as a county staffer until he was elected in 2000, never bought into the top executive's "feel-good" management style. Once elected, he repeatedly criticized **Blackburn** for what he viewed as frivolous expenditures on events such as the annual State of the County breakfast and the commission's strategic-planning retreats.

Blackburn made it a priority to reach out to the public and, under him, the county expanded its programming on MCTV and put more than 11,000 residents through Martin CARES, an award-winning initiative that takes residents on tours of county government. "I wanted less public-relations oriented management," Weberman said. The commission chair said he preferred to see more projects completed, more deadlines met. The very quality that frustrated Weberman, **Blackburn's** "team-building" approach to the job, made the administrator a pleasant boss for many county staffers.

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Staff reportedly shocked - Commissioner Sarah Heard, who supported keeping **Blackburn**, said the mood among county employees was "morbid" last week. Valliere also acknowledged that some staffers looked shocked, and she said she understood they might feel uncertain about the future. "But I'm sure in the long run that things will settle down and things will be OK," she said. Weberman attended a county management meeting Wednesday, the day after **Blackburn** resigned, and he said he asked the directors to handle the news professionally. He asked them not to walk around with their shoulders slouched and their heads hung, he explained, but told them they didn't need to worry about a staff shake-up. "I don't want department directors walking around thinking there's a hit list," Weberman said. But Heard said it seemed like Weberman was meddling in staff affairs. "That's inappropriate," she said of his appearance at the staff meeting. "He's a member of the commission, not a dictator." She and Michael DiTerlizzi, who also wanted to keep **Blackburn** at the post, have said they think Weberman's grudge against **Blackburn** dates back to his days as a county employee.

When Weberman was the county's interim engineering director in 1998, **Blackburn** replaced him with Don Donaldson, who continues to serve as the department director. **Blackburn** also questioned whether Weberman had to resign as a county employee before he could vie for a commission seat in 2000. But Weberman maintains the history had nothing to do with his desire to oust **Blackburn**. "Russ was always honest with me, a nice, good family guy," he said. "Our philosophies just didn't mesh."

County staffers have devised a timeline for the search for a new administrator, and they plan to bring it to the commission at its May 24 meeting. Heard said she plans to participate in the search, even though she didn't agree with his departure. She said she hopes the search will be an open and transparent process. "The person we hire is not going to be a yes man," Weberman said. "He's going to be a very well-qualified county administrator." Weberman said he expects the search to cost up to \$20,000 - that is more than county staff's initial estimates - and to wrap up sometime in August. Until the county finds a replacement, Deputy County Administrator Dan Hudson is the acting top administrator.

As part of **Blackburn's** more than \$235,000 resignation deal, he will serve as a consultant to the county from July 5 through Nov. 5, collecting his pay and benefits the entire time. Few clues to rift Though Heard wanted Weberman, Smith and Valliere to publicly air their qualms with **Blackburn**, Weberman said he wouldn't do it. "It is in very poor taste to start airing grievances about an employee who's already left," he said. Valliere has said she lost faith in **Blackburn**, and said her issues related to his handling of issues at Witham Field. Smith, however, has remained more cryptic. As the county prepares to launch a study evaluating how its western and urban areas should develop, he said it might benefit from a fresh perspective. "We're looking at what would be the next sort of generation for Martin County," Smith said. "Where does Martin County go next?"

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
May 12, 2005

Blackburn leaves speculation
Author: George Andreassi

STUART -- While Martin County Commissioner Doug Smith remained mum Wednesday about why he backed the ouster of County Administrator **Russ Blackburn**, some officials speculated it was because **Blackburn** dragged his feet on some of Smith's initiatives. "Smith won't admit what his motive was, but I'll bet it was personal rather than professional," said Commissioner Sarah Heard, who supported **Blackburn**.

Smith wanted to fast-track changes to the land uses allowed in the Rio Community Redevelopment Area, but **Blackburn** preferred to follow county procedures, which take about a year, Heard said. "Maybe Doug pushed and **Russ** didn't bend and created conflict that was so significant for Smith that he decided he wanted to get rid of **Russ**," Heard said. Commissioner Michael DiTerlizzi, who also supported **Blackburn**, said he assumed the political agendas of other commissioners led to **Blackburn's** ouster. "I believe Mr. **Blackburn** was very well-balanced, and that was part of some commissioners' dislike for him," DiTerlizzi said. "Some people may want to further their own agendas."

Stuart City Commissioner Jeff Krauskopf said it seemed like Smith had grown frustrated with the slow pace of various county projects and blamed **Blackburn**. "I would suspect, knowing Doug Smith, that he wants to see things done and I probably would speculate that might be it," he said. **Blackburn** could not be reached for comment Wednesday. He declined to discuss the situation Tuesday after submitting his resignation. As he had on Tuesday, Smith refused to disclose reasons for his dissatisfaction with **Blackburn**, after supporting him in past years. "A decision has been made. It's time to move on," Smith said. Smith said it was too early in the process to set any criteria for the next county administrator.

Commissioner Lee Weberman, who had long called for **Blackburn's** ouster because of differences in management philosophies, said Smith was not obligated to disclose his reasons for wanting to get rid of **Blackburn**. The next county administrator should be a veteran of county government in South Florida who is familiar with growth management, Weberman said.

"I prefer someone who thinks in military terms," Weberman said. "I like order and structure. This goes back to my timeline-driven management style." Commissioner Susan Valliere said she lost confidence in **Blackburn** because she felt his recommendations on issues were driven by the commission majority, instead of an objective analysis of the facts. Valliere said she also was unhappy with the management of the county airport. The new county administrator should be strong enough to resist political pressure from the commission, Valliere said. "I don't want anybody who polls the commission and then makes recommendations," Valliere said. "I want somebody that's not going to kowtow to anyone's agenda."

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Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
May 11, 2005

Martin's manager Blackburn resigns
Author: George Andreassi

STUART -- In a reversal of political fortunes, Martin County Administrator **Russ Blackburn** resigned from his \$152,627-per-year post on Tuesday, two weeks before facing his annual performance review. After submitting his letter of resignation to the County Commission at the conclusion of Tuesday's meeting, **Blackburn** declined to discuss his reasons for quitting after eight years on the job, or his plans for the future.

Commissioner Doug Smith, who previously had praised **Blackburn's** performance, joined Commissioners Lee Weberman and Susan Valliere in voting to accept **Blackburn's** resignation. Weberman, a former county employee, long had called for the ouster of his former boss, and Valliere had been critical of **Blackburn** on airport issues. Commissioner Sarah Heard, who voted to reject **Blackburn's** resignation along with Commissioner Michael DiTerlizzi, called for discussion on why **Blackburn** should be replaced, but none of her colleagues gave their reasons during the meeting. "This is crazy," Heard said. "I think that every resident deserves to know why three commissioners think that this resignation is in the public good. Wouldn't you like to know, Mr. **Blackburn**?"

Weberman, commission chairman, refused to allow the discussion. "This has been a very difficult decision for Mr. **Blackburn**. It takes a lot of guts to do what he's doing," Weberman said. "The in-fighting and the commentary can be put off for another day. I'm not going to get into a debating match with you today." After the meeting, Smith declined to discuss his opinion of **Blackburn's** performance during the past year or give specific reasons why he voted to accept **Blackburn's** resignation. "I've had my discussions with **Russ** privately on what his issues are and what our issues are, and that will remain between Mr. **Blackburn** and myself," Smith said. "If the administrator chooses to comment on his issues and discuss the reasons he resigned, that's his choice."

After the meeting, Heard said politics finally caught up with **Blackburn**, who survived a change in the commission majority in the 2000 election and had enjoyed the support of four commissioners as recently as his 2004 annual review last May. "I always thought that he played politics and that it was going to hurt him and hurt the county, and now it has," Heard said. "I thought in the past that he catered to three votes. And now one of those three votes turned on him." As part of his severance package, **Blackburn** will be on paid administrative leave from Thursday through July 4. After that, he will be available for consultation with full pay and benefits until Nov. 5. After that, **Blackburn** will receive severance pay for an additional 180 days. In addition to approving the severance package, the commission voted to name Deputy County Administrator Dan Hudson as acting county administrator and assigned County Attorney Stephen Fry to lead the search for a new boss for the county's 850 employees.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Palm Beach Post, The (FL)
October 3, 2004

DURING STORMS, THESE VOICES KEPT US CALM

Authors: Eve Modzelewski, Jim Reeder and Pat Moore

Through irreverent winds and angry rain, residents glued to their battery-operated radios and televisions got to know certain voices during September's bouts with hurricanes Frances and Jeanne. With steady tones, these voices tried to soothe while Mother Nature raged. Here's a glimpse at who they are and what kept them going during a season of storms never before experienced on the Treasure Coast.

Russ Blackburn - Martin County administrator. "You don't want to panic people' The past month's double whammy was so unfathomable that leaders including **Blackburn** learned to wing it. "There was no drill for Hurricane Frances and Jeanne, back to back within three weeks," **Blackburn** said. "I don't believe there's a hurricane university anywhere that teaches you anything that we had to deal with." The 51-year-old has worked almost nonstop since the two storms, fueled by Mountain Dew. He's talked to residents through countless press conferences and on-air interviews, getting out as much information as possible. "It's been particularly challenging," he said. "You're making these announcements as to what's going to close, and you're looking at the projected intensity. . . . All these thoughts are going through you head, but at the same time you don't want to panic people."

All the work has meant **Blackburn** hasn't had much time to spend with his wife and 12-year-old daughter - but he planned to spend this weekend at home. "You love your family," **Blackburn** said. "But you also have a duty to the community." Doug Anderson St. Lucie County administrator 'We are running on adrenaline' When The Washington Post showed up at the St. Lucie County Emergency Operations Center after Hurricane Frances, the reporter gave Anderson a valuable tip: "Say what you want to say, because the president reads The Washington Post every morning. " So Anderson sounded off about what storm-torn St. Lucie County needed and, sure enough, Homeland Security Secretary Tom Ridge called him in a matter of days.

As administrator of perhaps the worst-damaged county through the two hurricanes, Anderson, 57, has become one of the most recognized voices of the storms. He's had two days off since Aug. 30, and those were spent cleaning up his home. "We are running on adrenaline, we really are," Anderson said this week. "People ask if you're tired, and I don't want to think about it." He's talked to ABC's World News Tonight, CNN, The Boston Globe and many more news organizations. "I felt comfortable with it," he said. "When you go through a situation like this, you just make up your mind: no matter what, you're going to remain calm and not try to overreact or underreact." Through all the craziness, some personal responsibilities have gone by the wayside. Anderson's wife's birthday was Sept. 9 "and I completely forgot about it," he said. "I didn't know what day of the week it was, but she understood."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Vero Beach Press Journal (FL)
October 1, 2004

Great hurricane cooperation between Stuart and Martin

In the aftermath of Hurricane Charley there were several articles in Florida newspapers describing the lack of coordination and cooperation between city governments and county emergency management operations. No such problems existed between the City of Stuart and Martin County during or after Hurricane Frances. The cooperation at all levels of the two governments was simply outstanding. A great deal of credit should be given to County Administrator **Russ Blackburn** for his calm, knowledgeable leadership during an extremely busy and stressful period.

Following Hurricane Andrew during the early '90s, the city created an emergency management coordinator position to improve the city's response to hurricanes and other disasters. Ann Craig, the former coordinator and Debbie McCaughey our current coordinator, formed a close bond with Keith Holman, director of the Emergency Management Division of Martin County. These years of planning and refining for disasters proved their worth during Hurricane Frances and will continue to benefit city residents when natural and manmade disasters occur in Stuart.

David Collier
City Manager
Stuart

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Stuart News, The (FL)
June 26, 2004

Proposed Martin budget would lower property tax
Author: George Andreassi

STUART -- Martin County Administrator **Russ Blackburn** proposed a \$353 million budget Friday that would lower the county property tax rate for the coming year by nearly 2 cents to \$8.40 per \$1,000 of taxable value. That means the owner of a home valued at \$225,000 with a \$25,000 Homestead Exemption would pay \$1,680 in county taxes for the 2004-2005 fiscal year. That does not include taxes levied by other agencies, such as the school district and city of Stuart.

Property tax bills can also rise as a result of increased values set by the county property appraiser. The proposed county budget represents a reduction of \$38.5 million, or almost 10 percent, from the 2003-2004 fiscal year. **Blackburn** attributed the reduction to a decrease in spending on major construction projects and a change in the way major projects are budgeted. Public safety was one of the few areas where spending would increase, **Blackburn** said. The budget includes a \$5.2 million increase in the sheriff's budget to cover anticipated pay raises and other cost expenses.

The Emergency Services Department is proposed to receive a \$2.6 million increase, mainly to pay for 12 new fire-rescue workers to serve the Kanner Highway corridor. Several county commissioners said they were glad **Blackburn** followed their admonition against raising the property tax rate. They said there might be ways to further reduce the budget and tax rate. "He's accounted for all the constitutional (officers') and sheriff's budget, which is good. He's kept us pretty lean and thin, which is equally good," Commission Chairman Doug Smith said. "Hopefully, we'll be able to see a little bit more of a reduction, if possible."

Commissioner Susan Valliere said she was "surprised" and "relieved" that **Blackburn** did not propose a hike in the property tax rate. "I was afraid we were going to have to take our pencil sharpeners and really do some hard work on the budget," she said. **Blackburn's** harshest critic, Commissioner Lee Weberman, said it was the first time in almost four years in office that he was pleased with a budget proposal. "I think it's a step in the right direction," Weberman said. "When we get to our budget hearings, I'd still like to see if there is any place we can still trim some of the fat and prioritize a little better."

The commission is slated to review spending plans for county departments and the constitutional officers during the week of July 26. They are expected to adopt a final budget during public hearings set for Sept. 8 and 15. Other taxing agencies -- such as the school district, the county Children's Services Council, the South Florida Water Management District, the city of Stuart, and the towns of Sewall's Point, Jupiter Island and Ocean Breeze Park -- are also entering budget season.

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Stuart News, The (FL)
May 26, 2004

Blackburn receives extension, raise
Author: George Andreassi

Commissioners also voted 4-0 in favor of an assessment to more than 400 property owners in the Seagate Harbor and Lighthouse Point subdivisions to pay for capping their septic tanks and hooking up to a new county sewer system.

STUART -- The Martin County Commissioners awarded County Administrator **Russ Blackburn** a one-year contract extension and a \$5,283 raise on Tuesday although a second county commissioner expressed misgivings about his performance. Commissioners also voted 4-0 -- with Michael DiTerlizzi abstaining -- in favor of an assessment to more than 400 property owners in the Seagate Harbor and Lighthouse Point subdivisions to pay for the cost of capping their septic tanks and hooking up to a new county sewer system. That vote came after a public hearing held when commissioners reconvened for the evening at the Palm City Community Center at Leighton Park.

During the earlier meeting, Commissioner Susan Valliere joined Commissioner Lee Weberman, a longtime **Blackburn** critic, in dissenting on a 3-2 vote to increase **Blackburn's** salary by 5 percent to \$137,365 per year. The commission had earlier voted 4-1 to extend **Blackburn's** contract with Weberman dissenting because of longstanding philosophical differences about the county's spending practices and **Blackburn's** handling of several controversies.

After criticizing **Blackburn's** leadership for the first time, Valliere said, "those issues aren't, in my view, fatal." "I've had some disappointments this year, major disappointments," Valliere said. "I think there was a major instance when he demonstrated a lack of strong leadership." Valliere said she also believes that staff recommendations on some issues were influenced by pressure from commissioners behind closed doors.

Questioned before the meeting, Valliere said she was unhappy with **Blackburn's** ill-fated attempt to oust Airport Director Michael Moon, who was subsequently awarded an unprecedented contract with an 18 percent raise. But Commissioners Doug Smith, DiTerlizzi and Sarah Heard said they believe **Blackburn** has done a good job leading the county government. "An effective administrator needs to be responsive, and well informed, and conscientious, flexible, hardworking, dedicated. There is no question in my mind but that **Russ** is very capable of all of those things," Heard said.

Smith praised **Blackburn** for balancing the political demands of the five commissioners. "We all do have very different opinions up here on how we do our job, and how we react to the community, and how we try to serve the community," Smith said. "Trying to make everybody up

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Russ Blackburn
(Articles are in reverse chronological order)

here happy is almost impossible. This is not a board that has a lot of consensus on some of those issues."

Later during the evening meeting, commissioners voted in favor of a special assessment to more than 400 property owners in the Seagate Harbor and Lighthouse Point subdivisions to pay for the cost of capping their septic tanks and hooking up to a new county sewer system.

Homeowners would be assessed \$7,542 for each meter connection, and that doesn't include the \$750 to \$1,500 it will cost each homeowner to run pipes from their homes to the new system. Homeowners may pay a lump sum or make 20 annual installments of \$595 with their property tax bills. The annual payments would include interest and administration fees.

More than 75 people were at the hearing and most spoke in favor of the project, but Anne Lane of Seagate Harbor said she didn't see the need for the new system and doesn't want to pay higher monthly utility bills. "Neither of my septic tanks has ever failed, I'm really against the monthly cost because I don't need this and I sure don't need another \$60 a month," Lane said. But Dan Merritt of Seagate Harbor said he was all in favor of the project because many septic tanks and drain fields are no longer working. "Our sewers are bubbling, our septic tanks are bubbling over and they're going right into the canals," Merritt said.

Capping off their septic tanks and hooking up to sewer is mandated by the 1990 Indian River Lagoon act, said John Polley, director of the Martin County Utilities and Solid Waste Department. The subdivisions sit on the west banks of the St. Lucie River and their septic tanks were identified by the South Florida Water Management District as potential sources of contamination to the water table or the river, and that legislation requires such areas to switch from septic to sewer. Work on the new system is expected to begin within several months.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Palm Beach Post, The (FL)
January 22, 2004

LIBRARY, LAND TOUTED AT STATE OF MARTIN EVENT
Author: JENNIFER SORENTTRUE

For Martin County officials, the annual "State of the County Address" is the year's high point, an opportunity to tout their accomplishments and praise county employees. But this year, they had to boast without the man holding the county's top job. County Administrator **Russ Blackburn** was at home in bed Wednesday, recovering from a broken heel. He fell from a ladder Dec. 30 while taking down Christmas decorations at his home.

Instead of beginning the program with the traditional, in-person introduction, **Blackburn** videotaped some short remarks from his home this month. The comments, part of a 29-minute video touting county programs and achievements, were played for a crowd of about 200 at the waterfront pavilion at Indian RiverSide Park. "This is awful," **Blackburn** said of being stuck at home with his foot resting atop five pillows. "It's very frustrating when you're used to being active."

Since the injury, **Blackburn** has been staying on top of county business by telephone and by watching meetings televised live on the county's government access station, MCTV 20. "I've been making everyone's lives miserable," he said jokingly. "When I see that one of the departments needs a little suggestion, I will call them and let them know." **Blackburn** is expected to return to work next week, but only part time. He expects to be back to full-time duty by February.

Despite his absence Wednesday, **Blackburn** won't miss out on much. County staff planned to deliver a videotape of the event - including the 29-minute segment shown to attendees. It took county staff 30 hours to complete the video segment - about the same amount of time used to produce last year's slide show presentation that the video replaced.

An expanded library system, an improved government access channel and the purchase of environmentally sensitive land were some of the accomplishments touted in the segment. And Commission Chairman Doug Smith promised more good things to come. The \$1 billion plan to clean up the Indian River Lagoon will top a list of priorities pushed by county leaders this year, Smith said. He urged the crowd to e-mail and call their federal representatives about the plan, part of the \$8.4 billion restoration of the Florida Everglades.

The outline for the Indian River Lagoon plan is expected to be signed by the chief of the U.S. Army Corps of Engineers in March and then begin a congressional approval process that would conclude in the fall. "It's absolutely the single most important thing Martin County will do this year," Smith told attendees. "If you have ever lived in another state, if you have contributed to someone's campaign . . . call and remind them."

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Russ Blackburn
(Articles are in reverse chronological order)

Smith heralded the area's economy, saying Indiantown stands to reap enormous benefits from The Scripps Research Institute proposed in northern Palm Beach County.

But Commissioner Lee Weberman wasn't as eager to give praise in such a public forum. He has refused to attend the event since its inception in 2002, saying he thought the \$1,000 the county spends on it could be put to better use. "It's too much of a self-promotion party," he said. "We have issues that we are falling behind on. I think we ought to be focusing on those issues." The county is behind when it comes to road improvements and airport issues, Weberman alleged. The hour-and-a-half event keeps dozens of county employees from addressing those things, he said. "I'd rather be working on the issues than touting ourselves," he said. "There are other ways we can show our support for employees."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
November 15, 2003

Martin to challenge liability in '89 leak
Author: Jim Turner

MARTIN COUNTY -- Officials intend to challenge a state claim that the county is responsible for a chemical leak on Dixie Highway that will cost at least \$157,000 to clean up. County Administrator **Russ Blackburn** said the county is willing to work with the state Department of Environmental Protection to remove the contaminated soil in the road right of way, near where the railroad tracks cross Dixie Highway south of Monterey Road.

However, the county will conduct an internal investigation to determine how liable it is for the 1989 leak, **Blackburn** said. "We don't know the source of that contamination, and we're going to have to solve it quickly," **Blackburn** said. "To our knowledge we haven't had any physical facility in that right of way." County officials said they were surprised to receive a letter from the state Thursday claiming the county would owe at least \$39,250 -- 25 percent of the estimated cleanup cost.

DEP spokeswoman Linda Linear said Friday that the site was a road department work depot and that the level of toxins, not considered to affect drinking water, has fluctuated over the years, despite cleanup efforts that started in 1994. "They have already acknowledged they're responsible," Linear said. The state has estimated the removal cost at \$157,000 and advised the county it would have to pay 25 percent plus any cost over \$300,000. The county also questions the content of the spill, which the state has listed as petroleum. **Blackburn** said county records indicate the chemical is a machine-cleaning solvent.

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Palm Beach Post, The (FL)
September 7, 2003

COMMISSIONERS TURN SIGHTS ON ADMINISTRATOR
Author: JENNIFER SORENTTRUE

After two weeks in the spotlight with his job on the line, controversial Airport Director Mike Moon returns to work Monday with an 18 percent pay raise and severance package unlike any ever awarded to a county employee. It's now his boss, County Administrator **Russ Blackburn**, who is on the hot seat. His failed attempt to oust Moon from his post at Witham Field isn't sitting well with some county commissioners.

The Martin County airport "is a very hostile environment, and perhaps **Russ** thought it was a move he had to make in order to relieve some of that hostility," Commissioner Doug Smith said last week. "I really think something of that magnitude, **Russ** should have come to us." Commissioners voted against **Blackburn's** wishes last week and awarded Moon the hefty pay raise and unprecedented incentive package.

The deal will increase his salary from \$80,437 to \$95,000 a year. The employment package also guarantees Moon a year's salary if he is fired from the general aviation airport in the next two years. It's a decision that Smith says might be enough to make **Blackburn** look for another job. That's because many say the deal sets a bad precedent that undermines **Blackburn's** authority, pitting him against the county commission. "I'm not sure I'd be very happy with the environment," Smith said. "I think **Russ** has good administrative talents. But it might be getting pushed to its limit here in Martin County. I wouldn't be surprised if **Russ** said, 'I've had it.' " On Friday, **Blackburn** joked that he's "always in the hot seat, on every issue," but refused to comment specifically on Moon's deal. He said he was not looking for another job and had no immediate plans to leave Martin County.

Commissioner Sarah Heard also is critical of **Blackburn** but stops short of saying he's a bad leader. Heard voted in favor of Moon's deal and thinks he has done a good job. Still, she isn't thrilled by the commission's decision. "It's a lousy precedent," she said. "I think (the pay raise) is excessive." She suspects the scenario might have been different if **Blackburn** had been more open with commissioners. "If **Russ** had heard our perception before then, maybe the outcome would have been different," she said. "This has been a very secretive government, and we need to make it less so."

Heard forced **Blackburn** to reveal publicly the details of Moon's resignation during a commission meeting Tuesday, less than two weeks after Moon announced he planned to leave Witham Field and said he was taking a job at a larger airport in Lansing, Mich. **Blackburn** reluctantly admitted during the meeting that he told Moon to start looking for another job during a conversation earlier this year about his performance. "I suggested it might be a good idea if he start looking around," **Blackburn** told the commission. The comment did not violate any county

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Russ Blackburn
(Articles are in reverse chronological order)

policy, county Human Resources Director Linda Skelton said. Moon and other department directors aren't protected by the same guidelines that safeguard other county employees. "Directors serve at the will of the county administrator," she said, meaning they can be fired without warning.

Traditionally, it has been **Blackburn** who decided whether to hire, fire or retain employees. Moon's agreement was the first time in several years that commissioners have made a management decision involving employees other than **Blackburn** and County Attorney Stephen Fry. Unlike Smith and Heard, Commissioner Susan Valliere didn't fight to keep Moon in Martin County. She voted against the employment deal. However, she also has concerns about the way **Blackburn** handled the situation. "I wish that Russ would have stood up to the commission," Valliere said. "I am disappointed with the turn of events. I believe he should have said, 'Let me do my job.' "Everything by the book'

During the Aug. 26 commission meeting, **Blackburn** pointed to a number of situations that he said gave him "cause for concern" about Moon, including a controversy over a commercial airline that began offering scheduled service at Witham last year that seemed to surprise everyone involved. He also said Moon failed to meet with the airport's two large aircraft service centers on a regular basis. Before he could finish, **Blackburn** was cut off by county commissioners and told to try to persuade Moon to stay at the airport. "I just think that the commission overstepped their bounds," Valliere said. "It should have been left to **Russ Blackburn**."

Commissioner Lee Weberman, **Blackburn**'s toughest critic, sides with Valliere. "I think **Russ** did everything by the book," he said. "I don't think it should reflect on him." In May, Weberman was the only commissioner to vote against **Blackburn**'s 3 percent pay raise. He even called for **Blackburn**'s resignation during the annual performance review. The remaining four commissioners all praised the administrator for making county government more accessible to residents. Since being hired in 1996, Moon has also received glowing reviews. According to his personnel file, **Blackburn** lauded him in 1998 for seeking and receiving \$2.5 million in federal grant money. That same month, Moon was given a verbal warning for allowing a county employee to store a privately owned boat and car on airport property. It was the one time Moon has been reprimanded, according to county records. But airport businesses paint a different picture. They describe Moon's relationship with **Blackburn** as "strained," saying the two would occasionally butt heads during closed-door meetings.

Moon, who is on vacation until Monday, has been reluctant to comment on his relationship with **Blackburn**, only saying that he believes the two can work out their differences. His employment contract hasn't been finalized, but is expected to be complete in the next two weeks, **Blackburn** said. Lansing might be better fit ,- It was unclear Friday whether airport officials in Lansing attempted to counter Martin's offer. Moon said he was hired as the airport's director of operations and maintenance. Some airport watchdogs say Moon is better suited for the Capital City Regional Airport in Lansing, where managers are pushing to increase commercial traffic.

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Many say Moon is responsible for transforming Witham from a quiet airfield into a busy airport. In recent years, Moon's character and family have been assailed by those who credit him with airport growth. But Heard says he's not the one to blame. The county commission has done little to reduce noise and jet traffic, she said. "We have a problem at the airport," she said. "We have not once had to solve that problem on our agenda."

With Moon's future nearly settled and an extensive airport study complete, airport businesses and some watchdogs think the county is one step closer to finding the solution. County commissioners used the study to put an end to a long-running dispute over the future of Witham Field, ruling out the possibility of moving or closing the airport. "This is a sign of the beginning of the calming," said David Smith, president of Galaxy Aviation, one of two service centers at Witham. "Mr. Moon is here to stay, so that's settled."

A look at Airport Director Mike Moon's history at Witham Field:

1994: Moon first applies for a job at Witham Field. He is a top contender for the job, but the airport authority, which was then in charge of hiring the director, stopped considering him after his salary demands exceeded the group's budget.

Dec. 1995: Moon is one of seven applicants to apply after former Airport Director Brian Weiler resigns the post.

Jan. 1996: Moon is hired as airport director, earning \$50,000 a year.

Feb. 1998: Moon receives a glowing evaluation from County Administrator **Russ Blackburn**. He is lauded for seeking and receiving \$2.5 million in federal grant money.

Feb. 1998: Moon is given a verbal warning for allowing a county employee to store a privately owned boat and car on airport property. This is the only reprimand on file with the county.

Sept. 1998: The primary runway is moved about 50 feet to the northwest. Before the extension, Moon said, the airport's flight zone overlapped the Martin County Golf and Country Club. The extension shifted that zone off the golf course property, Moon said. Airport watchdogs say it also allowed bigger, louder jets to land at the airport.

Oct. 2002: Moon accuses former Assistant Airport Director Mark Taylor of trashing his office and disabling electronic gates protecting the airport perimeter. Taylor counters that Moon wrecked his own office and disabled the fences to destroy Taylor's credibility in anticipation of a harassment and discrimination lawsuit.

Nov. 2002: County commissioners vote to give Stuart Jet Center the option of doing business at Witham Field through 2032.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Dec. 2002: Taylor is fired after a county investigation concludes he tampered with security gates at Witham Field. Taylor later appeals the decision, but it is upheld by a five-member grievance panel. Jan. 15: Florida Coastal Airlines begins offering commercial service from Witham Field using a nine-passenger plane. Moon, county officials and commissioners all say they did not know Florida Coastal Airlines planned to begin offering pay-by-the-seat service from Stuart to Broward County and Marathon.

Jan. 17: Martin County threatens to take legal action against Florida Coastal Airlines if it doesn't stop offering commercial service. County officials say the airline is in violation of zoning codes.

Jan. 21: Florida Coastal halts its commercial service at Witham Field. February: Moon gets high marks on his performance review, but he is given a low score for his customer service skills.

March: County commissioners vote to lease the last piece of property that can be used for aviation at the airport to the Witham Aero Club, a group of 42 small-airplane owners who base their planes at airport. Eight other groups tell county officials Moon promised them the land.

April 8: County commissioners approve plans to use two federal grants to pay for a radar display system at Witham Field. June: County commissioners vote to give Galaxy Aviation the same deal as Stuart Jet Center. The aircraft service centers now have the option of operating from Witham Field until 2032. Aug. 21: Moon quietly resigns to take a job at an airport in Lansing, Mich.

Aug. 26: County commissioners direct **Blackburn** to try to persuade Moon to stay in Martin County. **Blackburn** begins to criticize Moon's performance at the airport, but is cut off by county commissioners. At the meeting, former Commissioner Marshal "Bud" Wilcox urges the commission to ask Moon to stay. Aug. 28: Moon offers to tear up his resignation if he is given a hefty raise and severance package. Sept. 2: Moon is awarded an 18 percent raise and lucrative incentive package unlike any ever awarded to a county employee. The employment package guarantees Moon a year's salary if he is fired from the general aviation airport in the next two years.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
May 29, 2003

County administrator to receive raise
Author: Jim Turner and George Andreassi

STUART -- Despite a strong majority of commissioners showing support for their top appointed official, Commissioner Lee Weberman said he will continue his quest to have County Administrator **Russ Blackburn** replaced. "This is not, for me, a one-time decision," said Weberman, who cast the lone vote against **Blackburn's** 3 percent raise Tuesday. "If any other commissioner decides during the course of the year that they agreed with my opinion ... I'll take a run at it again."

Chief among Weberman's complaints about **Blackburn** are claims of poor fiscal oversight and poor communications with the elected officials. **Blackburn** at the top," said Weberman, a former county engineer who served under **Blackburn** during his six years as county administrator. "This is about performance." Other commissioners said they'd like improvement in certain areas of **Blackburn's** responsibilities. However, the closest Weberman came to an ally in his cause also voted for the raise.

Commissioner Sarah Heard said she has had problems with **Blackburn's** performance. She said she thought the commission was not fully informed about a waste management issue last year. Earlier this year, she said, her proposal for an airport advisory board contained information that was added without her input. She also expressed displeasure that a fireworks businesses was proposed in her district but she wasn't informed until it appeared on the agenda. "When something is in my district I want that information far in advance of three days," Heard said.

Commission Chairman Michael DiTerlizzi and Commissioner Doug Smith also said **Blackburn** could improve, but agreed he's done the job the commission has directed. "I see the administrator as a reflection of what we tell him to do," Smith said. The raise, to \$132,082.05 a year, places **Blackburn's** salary above most other local city and county administrators. **Blackburn**, who was not surprised by Weberman's stance, said he would use the commission's comments as constructive criticism. "It's good to hear what each commissioner has to say and try to continually improve and carry out their objectives," **Blackburn** said. "It's never enjoyable, but it is very valuable to get that kind of feedback on their expectations."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News/Port St. Lucie News (FL)
May 16, 2002

BLACKBURN RECEIVES 3 PERCENT PAY RAISE
RUSS BLACKBURN'S ANNUAL SALARY INCREASED BY \$8,424, BUMPING IT TO \$128,235.

Author: Jim Turner

The County Commission has approved a 3 percent raise for Administrator **Russ Blackburn**, bumping his annual salary to \$128,235. Commissioner Michael DiTerlizzi defended the increase approved Tuesday by saying **Blackburn**, who oversees 800 employees and a \$60 million budget, earns less than managers of smaller governments, such as Palm Beach Gardens, where the top administrator is paid \$135,680. "I think we have to be cognizant Mr. **Blackburn** has to be fairly compensated," DiTerlizzi said. "If he's doing a good job, we want to keep him here to do that job."

Doug Anderson, administrator of St. Lucie County, earns \$105,029. Stuart City Manager David Collier is paid \$95,300. Jupiter Town Manager Robert Bartolotta receives \$126,000. Tequesta Village Manager Michael Couzzo gets \$92,585. The Martin County commission also increased the amount paid into **Blackburn's** annual deferred compensation fund by nearly \$5,000, bringing it to the state limit of \$11,000 a year.

Blackburn will receive the deferred money when he retires. Commissioner Lee Weberman cast the lone vote against the total raise of \$8,424 a year, saying **Blackburn** has not done enough to improve the efficiency of his office or to scale back the number of employees in the administrative department. "I think as the county continues to grow, his salary has grown in a disproportionate measure," Weberman said. "Three percent at that position is like 15 to 20 percent for other employees."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News/Port St. Lucie News (FL)
January 24, 2002

BLACKBURN DESCRIBES RECESSION PLAN

Author: George Andreassi

STUART - County Administrator **Russ Blackburn** on Wednesday discussed the county's plans for dealing with the recession during a "State of the County" address in which he profusely praised his bosses. More than 250 civic activists, county workers and elected officials gave **Blackburn** a standing ovation at the conclusion of his hourlong audio-visual presentation in the dockside pavilion at Indian Riverside Park. Even some critics of county commissioners lauded **Blackburn's** performance. "Russ is a good administrator, and he's a good politician. He knows when to give his board a pat," commented Lloyd Brumfield, a member of the Martin County Conservation Alliance, who has often criticized commissioners.

In addition to highlighting the commission's achievements last year and goals for this year, **Blackburn** reiterated statements that county department heads are prepared to cut up to 7 percent of their operating costs this year if necessary to cope with the recession. "We're in a national recession," **Blackburn** said. "Fortunately, Martin County has not been impacted by the recession to the extent as other counties across the nation. "To respond to an expected shortfall in state revenue sharing funds, each department in the county has a contingency plan to reduce 7 percent of their operating costs," **Blackburn** said.

"Current vacant positions are being held over until such time as we are confident we have rebounded," **Blackburn** said. "We have taken advantage of the low interest rates in the market by refinancing our general revenue bonds." The county stands to save \$1.3 million by taking advantage of declining interest rates on bonds, **Blackburn** said. "The year 2001 was a year of successes, evidenced by our fiscal health, improvements to our health programs, a bevy of capital projects, (and) expansion of water and treatment systems to eliminate the use of septic tanks," **Blackburn** said. He also cited, "Revisions to our growth management plan, ordinances and regulations to ensure that they are realistic and yet absolutely are ardent protectors of our environment; and unity as a community experiencing a unique lifestyle."

"High priority actions in 2002-2003 include completion of the Airport Site Development Plan, development of Comprehensive Economic Development Policy and Strategy, and plan and fund technology infrastructure," **Blackburn** said. **Blackburn**, who earns \$124,500 per year, started his speech by calling his bosses "the best County Commission that anybody could ever have in local government." His audio-visual presentation in a large room overlooking the Indian River Lagoon featured video clips and photographs of commissioners and other officials during ceremonial ribbon cuttings and groundbreakings for county projects.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

The theme of the event was "United We Stand," not because of the terrorist attacks of Sept. 11, but because that was the headline of a magazine story about good relationships among the five commissioners after the election of three new members in the fall of 2000, **Blackburn** said. Commissioner Doug Smith set the tone for the ceremony while introducing **Blackburn** to the crowd, by calling his fellow commissioners "four of the greatest people I have ever known."

Afterward, Sewall's Point Mayor Bob Wienke, who has occasionally disagreed with the commissioners on airport issues, praised **Blackburn** and the commissioners for providing residents with a comprehensive update on the activities of the county government. "On balance, they did a good job. That doesn't mean I agree with everything," Wienke said. "It probably would be useful for the county commissioners to interface more directly with the public on the airport issues."

Internet -- Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News/Port St. Lucie News (FL)
November 15, 2001

COUNTY STARTS TO CUT OPERATING BUDGET BY 7%, MARTIN OFFICIALS TO TRIM OPERATING BUDGET BY 7%

Author: Jim Turner

STUART - Martin County officials will spend the next two weeks trimming 7 percent of their operating budgets to brace against looming state budget cuts and an expected drop in sales tax revenue. County Administrator **Russ Blackburn** has asked each department head to find ways to scale back spending to offset a projected \$1.5 million to \$1.7 million revenue shortfall. "We're sucking it up, that's what it boils down to," said Commission Chairman Dennis Armstrong. "It's just the realistic expectation and we're just trying to plan ahead." The county expects a 10 percent reduction in its own sales tax revenues, plus a 6 percent decrease in money from state sales tax revenues, which have been hurt by an economic slowdown that was accelerated by the Sept. 11 terrorist attacks, **Blackburn** said.

County officials are preparing to deal with further cuts expected when the Legislature convenes in Tallahassee after Thanksgiving to complete work on the state's \$1.3 billion projected shortfall. Commissioners said staff and service reductions are to be considered only as a last resort. "We don't want anyone to fear for their job, but a very hard look has to be given to the budget," said Commissioner Elmira Gainey.

Blackburn said the county does not expect to impose a hiring freeze, as Commissioner Lee Weberman has requested, but any new hires would have to be justified before they are approved. "Rather than hiring, we're asking them to consider contracting or temporary workers," **Blackburn** said. Weberman said the directive could have been made stronger. "It's a step in the right direction, but not far enough," he said. He said the county should have followed the lead of Sheriff Bob Crowder, who has implemented a hiring freeze to protect sheriff's employees in the boot camp for juvenile offenders. If state funding cuts close part of the boot camp program, Crowder wants to have other jobs for those employees. "We're facing a serious financial crunch, and we need to tighten our belts," Weberman said. "We're not facing a theoretical shortfall, but an actual one." The purchase of vehicles has been delayed until March, when further budget figures are available and maybe the "outlook has a rosier picture," **Blackburn** said.

Also, travel will be cut back, with most staff members allowed to travel out of town only for training programs, and department directors allowed to attend only one national and state conference for the rest of the fiscal year, which ends Sept. 30. Department heads have until Dec. 1 to come up with "innovative" ways to scale back on their spending plans, **Blackburn** said. The county also is working to identify other strategies to withstand the fiscal downturn over the next three years. "Past history has demonstrated that a recession has about a three-year trend before recovery begins," he said.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
June 3, 2001

COUNTY ADMINISTRATOR TO GET JOB REVIEW BEFORE RAISE APPROVAL
Author: GEORGE ANDREASSI

STUART - Martin County commissioners are generally pleased with County Administrator **Russ Blackburn**'s performance in the six months since a new majority took office, but they still want to give him a formal review before deciding whether to raise his \$119,700 salary. "I'm just not willing to give any automatic raises to anybody," County Commissioner Lee Weberman said. "We need to talk about how we're going to measure his performance and if we're happy with what's gone on the last six months."

According to the terms of his contract, **Blackburn** would have received a 5 percent raise automatically if Weberman had not suggested a review of his performance by Tuesday. Commissioners are expected to decide Tuesday whether to mandate annual performance reviews for the county administrator and county attorney. They are also to discuss standards for the reviews.

The 5 percent raises given to **Blackburn** and former County Attorney Gary Oldehoff last summer rekindled a controversy that carried over into the fall elections that put three new commissioners in office. Their salaries first came under fire in 1999, when both received 15 percent raises. "There was a lot of controversy in the last two years with the fantastic raises that were voted on by the old" County Commission, Weberman said. "There was a lot of sentiment in the community that those were unwarranted raises. At the time, I agreed with that. I thought we should have gone through some belt-tightening exercises."

Joining Weberman in support of a formal review of **Blackburn**'s job performance were Commissioners Dennis Armstrong, Elmira Gainey and Michael DiTerlizzi. Commissioner Doug Smith could not be reached for comment. "In the business world, I review my employees," said DiTerlizzi, who owns several service stations and convenience stores. "I think it's a good idea to review the administrator." Although he said he thinks **Blackburn** has been doing a good job, DiTerlizzi said he is against giving the administrator an automatic raise without discussing his performance.

Armstrong and Gainey, who opposed large raises for the county administrator and county attorney in the past, said **Blackburn** has done a good job of changing the county government in accordance with the wishes of the new commission majority. "I'm impressed with how he's picked up on the direction the new board wants to go and bringing the staff along with him on those issues," Armstrong said. "I'm pretty pleased with his performance in general." Gainey agreed. "

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Overall, I think he's done an excellent job," she said. Gainey, Armstrong, DiTerlizzi and Weberman said they also have some constructive criticism of **Blackburn's** performance but declined to discuss the details. In past years, Armstrong said, "I gave him an oral review because I didn't really want my comments to be publicized." The one criticism of **Blackburn** that he was willing to share was a style issue, Armstrong said. He would like the county administrator to be more willing to offer his professional opinion on issues coming before the County Commission.

Blackburn said he thinks he has been doing a good job and is looking forward to being reviewed so he can learn what commissioners think he is doing right and what he needs to improve. "I don't anticipate that it will be controversial," he said. "I think the board is going to make practical decisions about how well we are doing . . . to meet their strategic objectives and to carry out their policy directives. "They certainly decide if there's a raise at all, what the form of that raise is," **Blackburn** said. "I'm willing to work with the commission and get through that issue. My more important objective is to hear their feedback and make sure that I'm doing the things that are important."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
September 28, 2000

NEW COMMISSION: BLACKBURN'S JOB IS SAFE
LEE WEBERMAN SAID THE COUNTY ADMINISTRATOR WILL BE GIVEN "A
COMPLETE OPPORTUNITY TO PROVE HIMSELF."

Author: Paul T. Rosynsky

STUART - In an effort to quell widespread talk that County Administrator **Russ Blackburn** will be the next county employee destined for firing, members of the commission's new majority vowed Wednesday not to seek his ouster. With **Blackburn** indicating he would like to remain county administrator and criticisms from their Election Day opponents that a "blood bath" is coming, members of the new majority said they look forward to working with the administrator who was picked by the current commission four years ago. "I am rethinking my position with Mr. **Blackburn**," said Commissioner-elect Lee Weberman, the most vocal advocate of ridding the county of its top two employees. "It's an issue of fairness. I want to give Mr. **Blackburn** a complete opportunity to prove himself." A day after the outgoing commission majority fired County Attorney Gary Oldehoff for fear he would fall victim to a new-majority "blood bath," attention turned to **Blackburn** and whether he would receive a deal similar to Oldehoff's, which included a more than \$93,000 compensation package. **Blackburn** and Oldehoff have similar clauses in their contract that allows the commission to fire them "without cause" to ensure they receive a compensation package. "I guess if **Russ** wanted out I'm sure he could get the three of them to give him the same deal," said Commissioner Dennis Armstrong. "The question is, is he ready to take the money and run?" **Blackburn** said Wednesday he is not. "My commitment is to guide the organization through the transfer," he said. "I plan to serve the new board." To prove his point, **Blackburn** has already scheduled a series of meetings with the new commissioners and staff members to ensure any policy changes demanded by the new board would begin as soon as possible. It is that planning and **Blackburn's** eagerness to meet with the new commission members that have them rethinking their positions. "My understanding is that he has set up weekly meetings. He seems really fired up on this new commissioner orientation program," Armstrong said. "My gut feeling is that he wants to stick around and work with everybody." And at least one member of the outgoing County Commission majority agrees. Commission Chairman Marshal "Bud" Wilcox, who proposed firing Oldehoff this week, said Tuesday he has no reason to believe **Blackburn's** job is in jeopardy. **Blackburn** said Wednesday there has been no discussion between himself and the outgoing commission majority about leaving his post. "I haven't broached any of those types of subjects," he said. Commissioner-elect Michael DiTerlizzi blamed the firing controversies on members of the outgoing commission majority, who he said were trying to create problems for the newcomers. "It definitely throws a monkey wrench into the ointment," he said. "But I will be able to work through the damage they have done." Although DiTerlizzi said during the campaign that he wanted to review both **Blackburn's** and Oldehoff's contract, he said Wednesday that firing either one was not a top priority. "Actually, I said I wasn't looking to fire anybody," he said. "All I said was I would review the contracts. I didn't say I would fire them."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
June 29, 2000

1.9% TAX HIKE IN \$300 MILLION SPENDING PLAN
Author: Paul T. Rosynsky

The increase would add more than \$20 to the average taxpayer's bill. STUART - The opening of two county parks, a library and higher salaries for firefighters and sheriff's deputies could add more than \$20 to the average county taxpayer bill this year, County Administrator **Russ Blackburn** said Wednesday as he released the county's more than \$300 million budget. Buoyed by a 6 percent increase in property values but stymied by the opening of additional public facilities, **Blackburn** proposed raising the average county tax rate by 1.9 percent to \$8.57 per \$1,000 of assessed property value from \$8.41. As a result, an average home worth \$150,000 with a \$25,000 homestead exemption would pay about \$1,071 in county taxes this year.

Blackburn characterized the budget as a success because officials were able to compensate for major improvements in county services without raising the tax rate higher than the annual cost of living. "We are very pleased that we were able to provide a tentative budget that was below the consumer price index," **Blackburn** said. "It really is following through on our commitment." The opening of the Halpatokee Regional Park, Indian Riverside Park and the Robert Morgade Library will cost the county more than \$300,000 in additional operating costs during the coming year, **Blackburn** said. The county also will reserve \$1.3 million to increase county firefighter and paramedic salaries, he said.

In total, the county will add 23 employees to its staff, increasing the number of employees to 812, including six for a sidewalk maintenance and construction crew. The county hired outside firms in the past to build new sidewalks and replace deteriorating ones, but **Blackburn** said production could be increased if the county did the work itself. "We believe we will be able to increase the linear feet of sidewalk we replace each year," he said. But the largest increase in the budget came from Sheriff Bob Crowder, who requested more than \$2 million for department raises and to add a deputy for the Indiantown area. Other constitutional offices also received increases in the budget, with the property appraiser receiving about \$135,000 for salary increases, the tax collector receiving about \$97,000 for two additional clerk positions, \$43,100 for the supervisor of elections because of upcoming presidential elections, and \$10,700 for the clerk of courts.

Although the county's budget increased by more than \$9 million there were several cuts, worth about \$2 million, made to ensure the property tax rate hike remained low, **Blackburn** said. Those ranged from small line-item cuts such as not replacing computer monitors in the library system to not funding a planned design study for a sheriff's administration building, he said. "We made reductions in various items throughout the budget," **Blackburn** said. "We really moved our budget back to the fiscal year 1999 numbers."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Commissioner Janet Gettig, however, said more cuts are necessary. "This is just like putting everything on the table and then we get to the cutting," she said. "That's the regular process." Gettig said she will lobby to erase the proposed tax hike and wants to look into the sheriff's budget request during hearings next month.

Commissioner Dennis Armstrong also questioned the sheriff's request, but said he was generally pleased with the budget. "All in all it sounds pretty reasonable," he said. "We may still may be able to do a little tweaking here and there." Other commissioners did not return phone calls Wednesday, but will have a chance to voice their opinion when the annual budget hearings begin July 21. Those meetings will last until Aug. 1 when the commission sets the tentative tax rate. The budget will then be completed and presented to the public for two public hearings, Sept. 13 and Sept. 20.

*Internet -- Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Stuart News, The (FL)
January 16, 2000

BLACKBURN PLANS TO STAY

Author: Gabriella Boston

STUART - Many people have one boss whose expectations they attempt to meet. County Administrator **Russ Blackburn** has five - the Martin County Commission, a group known for its fiery personalities and divergent ideas on growth and environmental issues. It might not be an easy job, but to **Blackburn**, it's a rewarding one.

Blackburn, 46, started as county administrator in Martin County in August 1997, about seven months after the County Commission fired then-County Administrator Peter Cheney, who'd been in the position 2 1/2 years. It was shortly after the 1996 election that Cheney's contract was terminated by commissioners Janet Gettig, Donna Melzer and Marshal Wilcox, at the initiative of Gettig. The county administrator is hired by the commissioners and can be fired by them at any time. **Blackburn**, whose experience includes deputy county administrator in Loudoun County, Va., and assistant county administrator in Greenville, S.C., said he doesn't look at the position as short-term. "My goal is to stay, and I think most county administrators will stay until they retire," **Blackburn** said.

In his 2 1/2 years here, **Blackburn**, who says he's a "palm aficionado" in his spare time, has already put down deep roots. "Our whole family, we really like Martin County," **Blackburn** said. He lives in a four-bedroom house in Palm City with his wife of 12 years, Arzella, 36, who is a speech pathologist, their daughter Erin, 8, who's a student at Bessey Creek Elementary School, and the dog, Windy, a 3-year-old Bichon. His long hours - "If you scan my calendar you will see I get to deal with maybe 20 different things in one day" - prevent him from seeing much of his family during the week. On weekends, if the weather allows, the three of them work in the palm-crowded yard. They have 20 different kinds of palms, and **Blackburn** explains that the Sabal Palms, because of the soil here, do better than the Royals.

At the county building, **Blackburn** sees a lot of fighting among county commissioners. But in his position behind the dais between County Attorney Gary Oldehoff and Commissioner Janet Gettig, he seldom says anything, and never interrupts. His job is not to mediate or be referee, but to facilitate the day-to-day work of the county commissioners, he said.

Still, "facilitating" can be interpreted different ways. County Commissioner Dennis Armstrong said the county administrator should put his foot down if commissioners start interfering with the staff's work, which is to make recommendations to the board and implement its policies. "What I see is a change in style between the old administrators and the new ones," Armstrong said. "Where Peter Cheney and Randy Reid would tell us we've crossed the line, **Russ** is not willing to tell the board that what we're doing is wrong." At a recent County Commission meeting, Melzer requested a 1,000-page document on a dredging project under consideration.

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Russ Blackburn
(Articles are in reverse chronological order)

Armstrong dropped the heavy document in the waste basket after the meeting. "Nobody could be expected to digest it," Armstrong said, noting it took too much of staff's time to research and copy the material. Melzer, who calls herself a "Blackburn supporter," said Armstrong's comments about the administrator's performance are political. Blackburn is simply doing his job, she said, adding, "He's very professional and he makes sure all people have a voice." "A democracy says that when the majority speaks, the staff is instructed to follow their directions," Melzer said. "And as a county staff member, he does not have the constitutional right to not do what the county commissioners instruct."

Blackburn thinks everyone's opinion should be known. If a commissioner who represents his or her constituents wants information on an issue, he said, it's the staff's responsibility to provide it, whether it's politically popular or not. "In a democracy, conflict is healthy," Blackburn said. As opposed to the private sector where some decisions can be made and implemented very quickly, it is important for elected officials, staff and residents alike to understand that the "democratic idea sometimes takes time," he said.

Blackburn's strong interest in politics didn't start until he was in college. During his boyhood years in North Augusta, S.C., he was interested in animals. His long list of pets included a boa constrictor, an alligator, dogs and fish. "I wanted to be a marine biologist or veterinarian - kids' stuff," he said. But once he went off to college and graduate school at Valdosta State University and Georgia Southern University, his keen interest in public service took hold. The appeal was, and still is, to make a difference in society, he said.

"I think there's something special in helping people in a community and meeting their needs." Blackburn supervises almost 800 employees and draws a salary of \$114,000. He started at \$93,000 in 1997 and has received more than \$10,000 above the standard 5 percent increase a year, something that's upset other county employees in the past. Gettig, Wilcox and Melzer, who often vote as a bloc, formed the majority to approve the raises.

Blackburn says his accomplishments include the completion of the Blake Library in Stuart, the breaking down of barriers between the county's departments through intra-departmental meetings, and an employee recognition system. His biggest disappointment is the long-running fight with the city over annexation issues. "Conflict is healthy. But in this case it's gone above and beyond," he said. As for the future, Blackburn said, "My vision is to have a process that's inclusive, that enables the citizens and government to work together to achieve their goals and objectives ... I'm a conduit and an interpreter."

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

The Palm Beach Post
September 21, 1999

MARTIN APPROVES BUDGET, ADDING 21 FIREFIGHTERS

Author: Howie Paul Hartnett

The thin red line of firefighters in Martin County got a little thicker Monday after county commissioners recommitted to hiring 21 new paramedics and emergency medical technicians. Commissioners renewed the vow they made in July on their way to approving the county's \$293 million budget and a 4.75 percent increase in property taxes. "We're thrilled," said John Davidson, president of the Martin County firefighters union. "We got a solid commitment from the commission to hire 21 guys, and we got a commitment to increase the salaries." Under the plan adopted 3-2, with Commissioners Donna Melzer and Marshal "Bud" Wilcox dissenting, nine new firefighters will be hired before Jan. 1, six more by May and the final six next September.

In addition, the commission set aside \$800,000 for salary increases. Part of that will come from money set aside for a salary study and part will come from what the county saves by staggering the hires. Adding 21 all at once would increase hiring costs by an estimated \$500,000. All of this is good news for firefighters, the public and the county going into next year's contract negotiations, Davidson said. "Commissioner Wilcox is right: We still have a lot of issues to deal with," he said. "Right now we're just trying to keep people." That's what Wilcox and Melzer were trying to do, they said.

Instead of increasing the ranks, the county should increase salaries, study the personnel situation and add more when needed. "Do I think we need nine firefighters? Oh yes, I'm with you 100 percent," Wilcox said. "Do we need 21? Maybe, but not today." Melzer suggested hiring 15 and possibly the other six if the money were available, an idea County Administrator **Russ Blackburn** backed. By using the projected savings from staggering the hires, which likely will be a onetime savings, the commission could be putting itself in the position of having to raise taxes next year to meet the new salary levels, **Blackburn** said.

As for the rest of the budget, which was trimmed by \$130,400 by Sheriff Robert Crowder on Monday, it increases the tax rate from \$8.36 to \$8.41 per \$1,000 of taxable property value. The owner of a home assessed at \$150,000 with a \$25,000 homestead exemption would pay \$1,050.76, a \$5.38 increase over this year. Individual tax bills will vary, depending on how much the assessment of a taxpayer's property has changed.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

The Palm Beach Post
July 1, 1999

MARTIN BUDGET CALLS FOR \$20 TAX INCREASE

Author: Howie Paul Hartnett

Martin County residents would get more building inspectors to check their homes, more deputies to patrol their homes, better drainage around their homes and more firefighters to defend their homes - all for the low price of \$20, if commissioners approve the budget released Wednesday. County budget officers expect property owners would have a \$20 increase in taxes next year under County Administrator **Russ Blackburn's** \$291,593,775 budget.

It looks like a big number at the bottom of the ledger, but budget officials are quick to point out that \$21.5 million of that is from the 1-cent sales tax increase voters approved in November to buy preservation land and restore the St. Lucie River. Without the river money, the budget is 5.2 percent higher than last year's \$256,710,004 budget. Under **Blackburn's** proposal, the tax rate would rise from \$8.36 to \$8.52 per \$1,000 of taxable property value, an increase of 1.9 percent. The owner of a home assessed at \$150,000 with a \$25,000 homestead exemption would pay about \$1,065 in county taxes, county budget officials said. Individual tax bills will vary depending on how much the assessment of a taxpayer's property has changed since last year.

If there's a theme to this year's budget, **Blackburn** said it's improving basic county services. "We feel very good that we have maintained our current levels of service," he said. "The increases and enhancements in the general budget are related to services."

The proposed budget includes a new program meant to improve the county's involvement with the community. **Blackburn** wants \$56,953 to hire a liaison between the county and neighborhoods to increase communication and help solve neighborhood problems through county services. Including building inspectors, neighborhood liaison, additional firefighters and others, the county wants to staff 17 new positions. That's still fewer than the 20 new deputies and clerks Sheriff Robert Crowder says he needs for bailiffs and the jail expansion. Crowder's budget is \$28,677,653, up 5.7 percent from last year.

Some of those new deputies are needed, County Commissioner Dennis Armstrong said, but probably not all of them. "I talked to my counterparts in Palm Beach and they're not going to fund any of the added costs of more deputies because they think it's an unfunded mandate and the state should pick that up," said Armstrong, who has sat on the county's law enforcement committee. Other than the sheriff's portion, Armstrong said **Blackburn's** proposed budget looks like "a real good place to start."

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

Stuart News, The (FL)
May 28, 1999

BLACKBURN HOPES TO MAKE MEETINGS MORE ACCESSIBLE
Author: Dan McCue

Besides making commission meetings more viewer-friendly, the initiative intends to air commission meetings on TV within the next 12 months. "In our current negotiations with Adelphia, we're also trying to secure a channel dedicated solely to local education."
Russ Blackburn, county administrator

STUART - County Administrator **Russ Blackburn** readily admits there's a problem when it comes to Martin County Commission meetings. During presentations before the board - like this week's unveiling of conceptual plans for the Regional Park - slides, maps, photos and charts are placed to face the commissioners, the public being left to glean only the sketchiest details. "It's a terrible situation," **Blackburn** said Thursday. "All anybody sees is the presenter's back and the back of an easel. ... And if you are talking about something happening in someone's neighborhood, they want to see what it is."

Beginning next month and continuing through the summer, the county will begin to rectify that problem by installing new video equipment in the commission meeting room at the administrative center. Commissioners last year set aside \$150,000 for the equipment, which includes three video cameras to record the meetings, a fourth camera aimed at maps, charts and other large diagrams, and four video monitors so the public can watch presentations. "Our goal is to expand the number of people who can actively be involved in commission business," **Blackburn** said.

Besides making commission meetings more viewer-friendly, the initiative intends to air commission meetings on television within the next 12 months, **Blackburn** said. With other counties already on the air, Martin is behind the curve, said David Graham, the county's special projects coordinator. Graham attended a conference this week on government and television sponsored by the Florida Government Communicators Association. "We've really only just begun to move in this direction and to talk with other counties about what they do," Graham said.

In a report to commissioners, Graham plans to recommend installing two sets of parallel monitors in the commission meeting room, one with screens 32 to 37 inches in size, the other with 27-inch screens. The project, which is expected to be completed by Sept. 30, also calls for the installation of four video monitors on the commissioners' dais. A closet next to the dais will be converted into a video control room. Graham said commissioners will need to decide this summer whether they want to train one of their computer staff members to run the equipment or to hire an audio-visual engineer. He said it's unclear whether any meetings in the room will be relocated or canceled while work is carried out. "It's highly unlikely we'd cancel a commission

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Russ Blackburn
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meeting," he said. "But some of the other committees that use the room might have to change their meeting times or temporarily relocate their meetings."

Blackburn said installation of the equipment will let the county take full advantage of its franchise agreement with Adelphia Cable. The agreement allows for a Martin County government channel, but because the county lacked the equipment, it could not provide any programming. Port St. Lucie and Indian River Community College have been broadcasting on the channel.

"In our current negotiations with Adelphia, we're also trying to secure a channel dedicated solely to local education," **Blackburn** said, adding the county plans to work with IRCC and the school board. **Blackburn** said the county might broadcast Local Planning Agency meetings and special meetings of other county boards and committees. The station also might serve as a video community bulletin board, listing meeting times, locations and agendas.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

The Palm Beach Post
December 3, 1998

MARTIN MANAGER GETS RAISE BY DEFAULT

Author: Howie Paul Hartnett

Martin County Administrator **Russ Blackburn** may not believe silence is golden. But it's worth at least \$4,600 to him. **Blackburn** automatically earned a 5 percent salary increase this year after the commission failed to evaluate his performance during a public meeting before his July 5 anniversary with the county. That means his salary will increase from \$93,000 to \$97,650. **Blackburn** said in a memo to commissioners this week that he had received enough feedback on his performance through individual conversations with commissioners to justify his raise. "The commission really has a choice," **Blackburn** said Wednesday. "If they're comfortable with the way things are going, (a public hearing) is really not necessary."

Besides oral comments, **Blackburn** said he got written comments from commissioners Dennis Armstrong and Elmira Gainey. "I do feel that it's very important for the commission to provide feedback," **Blackburn** said. "And I got it." But he may not have gotten all of it. Gainey said Wednesday she still wants to talk about **Blackburn's** performance at a commission meeting. "It's an item that the public needs to have an opportunity to comment on," she said. Ditto, said Armstrong.

But the likelihood of that is slim. "I'm not sure that we would have gotten three (commissioners) to discuss it in public," he said. "This is the problem I raised when we talked about his original contract. (**Blackburn's**) right. It's a free ride unless a majority of the board says he's done poorly. He can get the raise for just doing OK." **Blackburn's** done better than that, Commissioner Donna Melzer said. "I think he's doing excellent," she said. "He's brought us a long way, but there are some things he needs to improve on, such as more staff accountability."

Blackburn agrees. In fact, more responsiveness is something he had intended to work on this year. He also hopes to work out the commission's schedule so next year's evaluation will be held during a public meeting. That's good, Melzer said. "It's always hard to talk about personnel issues with the public. (But) I hope that next year we move in such a way that we can address it."

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

The Washington Post – Washington, D.C.
October 9, 1997

Loudoun County Hires Assistant County Administrator

Loudoun County Administrator Kirby M. Bowers has hired a former executive administrator for the town of Tyngsborough, Mass., as assistant to the county administrator. Bob Griffin, 31, takes over the position vacated by former Deputy County Administrator **Russ Blackburn**, who resigned in June to accept a position as administrator for Martin County, Fla. Bowers said Griffin will focus primarily on special projects under the direction of the county administrator.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
May 28, 1997

COUNTY, BLACKBURN SETTLE ON PAY TERMS
Author: Kevin P. Connolly

Russ Blackburn will receive a \$93,000 salary, which is \$4,000 less than he requested. **STUART - Russ Blackburn**, selected last week as the top choice for Martin County's next administrator, agreed to the County Commission's terms Tuesday and will take the job. "I believe it's settled," **Blackburn** said late Tuesday from his home in Sterling, Va. "I'm very pleased." Commissioners on Tuesday offered **Blackburn** a \$93,000 salary, which is about \$4,000 less than the Loudoun County, Va., deputy administrator had requested last week. **Blackburn** currently earns \$85,000 a year.

Commissioners selected **Blackburn** over four other candidates, including Acting Administrator Randall Reid, during a meeting May 12. **Blackburn** didn't attend Tuesday's meeting, but he relayed his opinions about commissioners' counteroffers through Acting County Attorney Gary Oldehoff. **Blackburn** accepted the \$93,000 salary offer, Oldehoff said, but objected to commissioners' opposition to a \$400-a-month car allowance, elimination of some moving expenses and reduction of his severance package from six to four months.

Blackburn said a six-month severance of \$46,500 if he is fired without cause was "very, very necessary," Oldehoff told commissioners. "He pointed out that Martin County seems to go through an administrator every two years," Oldehoff said. "He also said there also seems to be some termination here in the county."

As a compromise for accepting the salary proposal, commissioners agreed to the six-month severance, a \$300-a-month car allowance and three round-trip plane tickets for **Blackburn**, his wife and daughter to scout for a new home in Martin County. **Blackburn** originally sought six plane tickets.

Commissioner Janet Gettig was the only commissioner who wanted to pay **Blackburn** his entire salary proposal of \$96,950. "I expect incredible, quality work from this individual. I just have a concern that we are reducing this substantially," Gettig said. "I just have a concern that we are chopping out the real important parts (of **Blackburn's** proposal) and really putting ourselves in a real bad position here. "I just have a concern that we are being penny-wise and pound foolish," Gettig said.

Commissioners voted 3-2 for the \$93,000 compromise, with Commissioners Dennis Armstrong and Elmira Gainey casting the dissenting votes. The package approved by commissioners Tuesday - not including **Blackburn's** moving expenses - will cost the county more than \$124,300 a year. That figure includes his proposed salary, a deferred compensation of 5 percent, the county's contributions to Florida's retirement system and health and life insurance policies.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Gainey and Armstrong wanted a salary of \$85,000, which is the amount commissioners paid their last administrator, the late Peter Cheney, who was forced out in December.

Armstrong suggested an \$85,000 salary, but more frequent evaluations, giving Blackburn an opportunity to get merit raises quickly. The proposed contract, which calls for an annual evaluation, would last for two years and begin July 5. "I mean, I don't have a problem giving this guy a raise if he does a good job," Armstrong said. They approved Blackburn's requests for 20 days of vacation and to pay his moving expenses, though they didn't set a cap on that expenditure. Blackburn, who has a five-bedroom home in Sterling, will have to get three bids from movers.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

Stuart News, The (FL)
May 14, 1997

MARTIN'S NEXT ADMINISTRATOR

Welcome to **Blackburn**; Reid deserves thanks -The Martin County Commission has done what it certainly is entitled to do - select a county administrator who, in the view of a majority of commissioners, best fits their priorities and their desired management style.

Russ Blackburn, chosen Monday, could be on the job in about a month, assuming he and the commission come to terms on an employment contract. This would be the first top-administrator job for **Blackburn**, 43, who is one of three deputy administrators in Loudoun County, Va., and has held similar positions elsewhere. **Blackburn** would succeed the late Peter Cheney as administrator, but would directly replace Randall Reid, the acting administrator and another finalist for the permanent post. We congratulate **Blackburn** and wish him well in this demanding job. All Martin County citizens should extend a cordial welcome to **Blackburn** and his family as they settle into their new community.

As for Reid, issues of trust and leadership doomed his chances. Though he filled in capably during Cheney's illness and after Cheney left office, the commission majority never had full confidence in Reid. Though many people like to think a job of this kind is just a matter of overseeing departments, purely supervisory and "nonpolitical," don't believe that for a minute. It's always political. The administrator has to keep three out of five commissioners more or less content, most of the time, or end up gone.

But Reid deserves the thanks of all for trying to preserve some stability among county staffers during a stressful period of budgetary and legal challenges, personnel turnover and political ferment. He undoubtedly understands that when political winds shift, they can blow many decent people onto the rocks. Reid surely will do what he can to ensure a smooth transition of county business to **Blackburn's** guidance. As in any change of administration, Martin County staffers must be apprehensive about what to expect. Speaking of leadership, a military analogy may be appropriate: **Blackburn** must soon show that he can inspire and motivate the troops.

In addition, as a good unit commander is expected to do, **Blackburn** must also show he can take care of his troops - see to their well-being, encourage them, and defend them when necessary. Suppose two or three commissioners demand that **Blackburn** fire a county employee on a dubious pretext; how might he respond? Let us wait and see. For now, at least, citizens should be hopeful. A fresh start could be a good thing for Martin County.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

The Washington Post, Washington, D.C.
April 22, 1993

Pressure Builds for Sewer Line; Helath Hazard Seen in Board Run Farms
Author: Leef Smith

Ending more than 20 years of wrangling, the Loudoun County Board of Supervisors voted last week to approve a financing plan that will give Broad Run Farms homeowners access to a working sewer system. The subdivision was declared a health hazard by the state Department of Health in March after a survey of the area's 250 septic systems found nearly 20 percent to be functioning improperly or not at all. Each of the subdivision's homes has its own septic system. Long-time residents say the problem has existed for two decades. In many cases, the problem has been so severe that raw sewage has bubbled out of residents' septic fields. To alleviate the hazard, state and local health officials have recommended a public sewer system be installed throughout the 750-acre community.

Although the \$3.4 million needed to finance the project has raised red flags among some of the community's low-income residents, who have said the sewer construction might pose undue financial burden for them, supervisors voted unanimously Sept. 1 to create taxing and financing districts to fund sewers in Broad Run Farms. "This is one of those things where the issue has been under consideration for over 20 years and it feels good to finally bring it to a close," said Supervisor Charles D. Grant (R-Broad Run). "Most people realize this sewer was a matter of necessity, not just an option anymore." Bordered in part by the Potomac River and Route 7, Broad Run Farms was one of Loudoun's original residential developments and was mapped out before there were regulations dictating the size of septic drain fields for houses. Under the new financing plan, a state revolving loan is being sought to build the sewer. Loudoun will repay the loan by levying a semi-annual tax on Broad Run Farm property owners of 14 cents for every \$100 of assessed land value and by implementing an additional tax that will charge homeowners as the value of their lots increases.

Although payback of the loan will be spread over 20 years, officials said the sewer will so increase land values at the subdivision that it's likely the loan could be repaid in 12 to 15 years. "We figured if we couldn't get financing through this year it would never go through," said Bill Swift, president of the Broad Run Farms Sewer Committee and a three-year resident of the area. "Let's face it, we're just trying to get this done, and everyone has to share the pain to get the sewer resolved once and for all." In addition to higher taxes for the sewer's construction, residents would pay a \$1,000 tap fee and about \$4,500 each for the lines that will connect their homes to the main sewer. Only those residents with septic system problems would be required to connect to the sewer. Because it will take about eight months to design the sewer system and another 12 months for construction, county officials estimate the sewer will not be functioning before June 1995. "We as a community should be pleased that we can eliminate a major public hazard from Loudoun," said **Russ Blackburn**, deputy county administrator. "We all have a stake in our community as far as being sure we don't pollute our environment."

*Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)*

The Washington Post, Washington, DC
May 9, 1991

Who's Hot, Who's Not in Fairfax
Author: Steve Bates

All members of the Fairfax County Board of Supervisors have announced their candidacies for reelection, save one: Gerald Hyland (D-Mount Vernon), who is weighing the decision against personal and business concerns. The remaining eight supervisors are just getting their campaign fund-raising in gear and can be broken down into a few categories: The Heavyweights: Chairman Audrey Moore (D) and Supervisor Thomas M. Davis III (R-Mason), both running for the at-large chairmanship, the highest elected post in the county. From Jan. 1 through April 25, Davis accumulated Northern Virginia's largest war chest (\$144,000), almost three times as much as Moore (\$50,000).

Fastest Out of the Gate: Lilla Richards (D-Dranesville), who is expected to have one of the toughest reelection fights, has raised \$17,300, including \$4,700 left over from the 1987 campaign. Her GOP opponent, Ernest J. Berger, an official at George Mason University, has raised \$20,200, has spent \$14,700 and had \$5,500 on hand as of the reporting date. **The Underachievers:** Joseph Alexander (D-Lee), whose entire \$4,200 total is left over from the last campaign, and Martha V. Pennino (D-Centreville), who reported raising \$0 and having \$0 on hand.

The Pack: Kate Hanley (D-Providence) has raised \$10,400, including \$3,200 from her last race; Sharon Bulova (D-Annandale) has raised \$8,000, including \$3,200 from her last campaign; and Elaine N. McConnell (R-Springfield) has raised about \$5,500. -John Ward Anderson
The Loudoun Shuffle - Whenever things seem calm in Loudoun County politics, rest assured that the county is simply in the eye of the hurricane. Government and political leaders have been stepping up, stepping down and stepping out so much recently that at times they seem to be part of a Broadway chorus line.

Rarely, if ever, has there been a period of such upheaval in Loudoun's top political and governmental leadership as the past several days and weeks have seen. To update the scorecard: Edgar B. Hatrick III was chosen Saturday as the new school superintendent, in a divisive 5 to 3 School Board vote. Hatrick's stormy relationship with the previous superintendent, David N. Thomas, was widely believed to be a factor in Thomas's surprise firing in January. Betty W. Tatum, a Democrat and chairman of the county Board of Supervisors, said she won't run again for the chairmanship or for her Guilford District seat. Instead, she's running for the House of Delegates from a newly created district that has no incumbent and skirts Republican Linda M. Rollins's house by a short distance. William C. Mims, a Republican and current chairman of the Loudoun Republican Committee, made it official this week: He too will run for the new delegate seat after a string of successful election campaigns in which he did the managing. And Rollins announced her re-election bid this week.

Internet – Newspaper Archives Searches
Russ Blackburn
(Articles are in reverse chronological order)

On Tuesday, County Board Vice Chairman Charles A. Bos (D-Leesburg) confirmed that he won't seek another term. "After 11 years, I need to get on with a normal life," he said. And, of course, last week saw the forced resignation of County Administrator Philip A. Bolen after two decades at the helm of the Loudoun County government. The announcement on Wednesday that Bolen will take early retirement surprised many people, but some who know Bolen well say he has agonized over the decision for many months. And there's more: Earlier this year, Bolen's top assistant, James Keene, announced he was leaving to take a county administrator job in Arizona, and Leesburg Town Manager Jeffrey Minor was forced out of his job.

Amid all the hubbub of the past several days, **Russ Blackburn** was very quietly promoted from assistant county administrator to deputy county administrator, the position that Keene had held. However, Bolen said he will not recommend an acting county administrator to succeed him after his departure, which likely will occur at the end of September. What does it all mean? Stay tuned. New districts are being formed for the Board of Supervisors, and the three announced candidates for the new, at-large chairmanship of the Board of Supervisors may not be the full field that will be in the running this summer. With so many new faces, keep your scorecard handy.

Research Compiled by: Levon Little
 Colin Baenziger & Associates

COLIN BAENZIGER  ASSOCIATES
EXECUTIVE RECRUITING

Section 10

John "JJ" J. Murphy

*Port St. Lucie City Manager
Candidate Report*

Section 10

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Cover Letter and Resume

Section 10

Colin Baenziger & Associates
c/o Colin Baenziger
2035 South Atlantic Avenue, Suite 304
Daytona Beach Shores, FL 32118

August 12, 2016

Dear Mr. Baenziger:

I hope this cover letter gives you a look into why I think my background will fit well into the desires of the citizens, business community, staff, and City Council of the City of Port St. Lucie, Florida. Having evaluated the desired traits for your next City Manager, I know most applicants would say they have those experiences. I would tell you the employees, residents and elected officials I have worked with in both New Mexico and Pennsylvania would say I regularly displayed those leadership traits.

I am interested in being the dynamic and ethical leader that tackles future challenges for Port St. Lucie and helps the elected officials and staff accomplish their goals. Having served the last 19 years as an officer in the military and 11 years in municipal government, I know firsthand the importance of a positive relationship between staff, elected officials, the community and their engaged, visible and visible City Manager.

My story as a City manager changed three years ago after attending the Harvard Kennedy School's Senior Executive Program for State and Local officials in July 2013. This transformational experience provided me the opportunity to collaborate with leaders from around the world and I was able to learn from some of this country's best professors. I came back from this experience knowing that to move our community forward, I had to invest more time both internal and external to the organization. Internally, I committed to the professional development/training of our employees and empowered them to develop solutions to insure our organization was high performing. Externally, I doubled my efforts on stakeholder inclusiveness and actively engaged our citizens on multiple issues. These strategies have produced significant results.

As City Manager of Hobbs, New Mexico I changed our mission statement to "Our Mission is SERVICE." SERVICE is used as an acronym for Safety, Engagement, Responsiveness, Visionary, Inclusive, Customer Driven and Enhancing the Quality of life. Our employees have changed their mindset to a service-minded organization. We measured how the employees felt about the leadership team and our culture. I am fortunate to have proposed and implemented a plan to my current City Commission and have delivered multiple programs that have significantly improved employee engagement. In fact, our third survey of our employees rated my management skills 46% higher than the national benchmark of thirty other local government managers. While average public and private organizations have a 27% engagement rate of their employees, my team and I have been able to grow that number to 57% in Hobbs with some of my leadership initiatives.

The City Manager position in Port St. Lucie is an outstanding opportunity! I know living in Port St. Lucie would afford my family an amazing quality of life. We have five daughters who are our priority, and it is clear the city is a vibrant, friendly, safe, family oriented community with a very low crime rate. This is indicative of what a high priority public safety and quality of life are within this community. My hope is the City of Port St. Lucie is looking for a fairly young yet seasoned, vibrant leader who is dedicated to the municipal management profession and is prepared to make a long-term commitment.

Section 10

As the City Manager in Hobbs, New Mexico I have approximately 500 full time employees and am responsible for a budget of \$197 million. The City was recently ranked the 7th fastest growing micro-city (population under 50,000) in the country for the second year in a row giving me experience in a high growth community. Solid planning and financial management has helped increase our cash position from \$65M to over \$116 million since my arrival and we have consistently managed to maintain AAA bond rating and a budget surplus of over thirty-four percent. While working for a fiscally conservative city commission in Hobbs, I have had the opportunity to serve a diverse community. It has been my pleasure to lead a team of employees who have made positive impacts such as implementing public-public and public-private partnerships to deliver significant quality of life improvements, enhancing public safety, reducing crime, increasing employee productivity, reducing employee legacy costs, improving customer service and implementing employee morale initiatives which all benefited the staff and our citizens. In addition, I have a history of working well with community organizations and collective bargaining groups and delivering significantly improved community and labor relations.

In Hobbs, I started a strategic plan to invest some of our surplus on programs which reduced legacy costs. We just completed a \$2 million LED lighting campaign converting the majority of our exterior and internal lights to LED. We also have computerized all of our mechanical systems for more energy efficiency. Shortly after arriving, I developed, with the employee's involvement, a transition plan to move employees from traditional vacation/sick leave plan to a paid-time-off plan. This move saved the community \$2 million upfront and \$500,000 per year moving forward in legacy costs.

Outside of inspiring our employees, my most significant accomplishment has been balancing multiple economic development projects simultaneously while working with external stakeholders. Collectively these projects, many with other private or public partners will deliver over \$100 million in quality of life improvements to our community. Some of these partners include a local family foundation, the county government, the local municipal school district, the New Mexico Junior College and the University of the Southwest, a local private university. In reading about your desires for your next City Manager, I have to share my experience with the synergy it took to take on a community project here in Hobbs. Together, with the partners listed above we worked on consolidating outdated facilities and agreeing to the design, construction and ongoing maintenance of a \$70 million dollar health, wellness and learning center. This approximately 150,000 square foot multi-generational facility will include an indoor water park, indoor competition swimming pool, indoor warm water therapy pool, indoor soccer and a state-of-the-art recreational center which will start construction in August 2016. I have worked on this effort for the last four years and have been recognized by our partners as the leader who has brought this project to fruition. I would relish the opportunity to bring my lessons learned in helping Port St. Lucie deliver future economic development projects.

The highlight of my economic development last year was opening our new municipal golf course, Rockwind Community Links, which was listed by Golf Digest in their annual "Top 10 New Golf Courses." Golf Inc. magazine just listed Rockwind in the Top 5 for "International Golf Developments of the Year." These accolades lead to the USGA asking me to be a featured speaker at their 2016 Pace of Play and Innovation Symposium in Pasadena, CA. The USGA just published a five-minute video on their website calling Hobbs a "model community" in growing the game of golf with unique solutions I helped develop.

I have had experience working with municipalities that are both financially stressed and financially sound. Both situations offer their unique challenges and opportunities. From 2002

Section 10

2010, I worked for the City of Wilkes-Barre, Pennsylvania, a community of approximately 43,000 residents in a college-city environment and \$40 million budget. The downtown is anchored by two private universities and provided me an opportunity to collaborate on their growth strategies within our community. During this period of time, I implemented a successful "wireless city" initiative, drove a comprehensive economic development program which delivered over \$100 million of new projects and was a catalyst for 36 new businesses opening. I also implemented a more hands-on approach of solid fiscal management which enabled Wilkes-Barre to see an audited \$57 million turnaround during my tenure. This experience has led me to always be fiscally responsible with government funds no matter what the project or budget. Also, my varied experience with public-private-partnerships will assist me in collaborative efforts with regional partners on beneficial community projects in Port St. Lucie.

In addition to having a Master's in Public Administration, my dedication to professional development led to my completion of the Harvard Kennedy School's Senior Executive Program for State and Local officials. I also attended the Senior Executive Institute at the University of Virginia where I was trained on turning municipal organizations into high performing organizations. I have sent almost fifteen senior managers to the LEAD training at UVA and three staff/elected officials to the Harvard Kennedy School. I also completed the ICMA Gettysburg Leadership Institute and many different leadership training courses in the military. I had approximately ten classmates in the Harvard and UVA programs that were either elected or appointed from the State of Florida. The experiences I shared with these governmental leaders will assist me in any regional collaborative efforts.

In January of 2014, I was one of 33 City/County Managers across the world selected to be on ICMA's Leadership Task Force which helped author a white paper on the complex challenges facing local governments over the next ten years. I have kept abreast of the most progressive options in organizational management, leadership and naming governmental teams into high performing organizations.

While the position in the City of Port St. Lucie will be sought after by my peers across the country, I believe my extensive military background and professional development coupled with my impactful governmental experience will give the elected officials, staff and residents the principled, community-oriented, and selfless leader they deserve. I am very excited about this opportunity and hope to demonstrate my organizational leadership skills in your community while inspiring the employees of Port St. Lucie.

Very Respectfully,



John J. Murphy, ICMA-CM

JOHN J. MURPHY, ICMA-CM

E-Mail: J.J.Murphy31@gmail.com

SUMMARY

More than 13 years in local government and 19 years as a military officer with expertise in the following areas:

Time Management	Media Relations	Labor Relations
Public-Private Partnerships	Budget Control & Implementation	Customer Service
Leadership & Teambuilding	Organizational Change and Development	Negotiation & Interpersonal Skills

Recognized facilitator and leader, with record of success in maintaining high levels of operational improvements. Known for enhancing productivity through a combination of business savvy and intuitive management skills. Experienced in managing change and delivering multiple economic development projects simultaneously. A motivated team player who is able to work independently within the organizational framework.

RELEVANT LOCAL GOVERNMENT EXPERIENCE

CITY OF HOBBS, NEW MEXICO

SALARY – START \$140K, CURRENT \$180K PLUS \$50K BONUS

CITY MANAGER

AUGUST 2012-PRESENT

Hobbs was ranked the 7th fastest growing micro city (under 50,000) in the U.S. from 2013-2015, with a population of approximately 45,000 people covering approximately 20 square miles. The community sits in the middle of Lea County (pop 65,000) which is labeled the "EnergyPlex" as the local economy is being fueled by the diverse energy industry including nuclear, oil, solar and gas.

Exercised fiscal discipline during economic boom and increased financial surplus:

- Managed/lead city staff of 500 employees and \$230M budget
 - Started year one with projected 30% budgeted reserve - Ended first year with over \$16M budget surplus and 40% reserve
 - Preserved "AAA" bond rating and improved financial position; reduced audit findings from 9 to 3
 - Started year two with projected 30% budgeted reserve - Ended year with over \$20M budget surplus, 40% reserve and \$90M in fund balance
 - Started year three with projected 30% budgeted reserve - Ended year with over \$15M budget surplus, 47% reserve and \$120M in fund balance, maintained "AAA" bond rating
- Facilitated multiple public/private partnerships to move key projects forward that had stalled
 - Project coordinator whose consensus building efforts in the community despite political challenges on the city commission resulted in unanimous support from Commissioners on every meaningful vote to fund a new \$12M golf course and \$1.5M walking trail which enhanced our quality of life
 - Rockwind Community Links was named by Golf Digest "Top 10 Best New Golf Courses"
 - Golf Inc. named project in the Top 5 International Developments in golf industry for 2015
 - Collaborated with key community groups to support \$70M for a health, wellness, and learning center; partners' contributions equaled more than 50% of capital and operational costs
 - Fostered partnership with public school superintendent and private foundation to locate new elementary school in city park and also coordinated over \$4M upgrades to the park
 - Invested \$5M in new field turf for baseball with local school paying \$1.5M over three years providing an outstanding complex to host regional tournaments which increased hotel nights
- Generated support from various community groups to approve water restriction plan and a water rate increase of approximately 25% over an eight-year term
 - Rate increase will generate an additional \$13 million in revenue over the eight year term resulting in a positive fund balance beginning in the 8th year, water restriction plan has already reduced millions of gallons of water usage per month by city and residents

Motivated and displayed critical leadership during time when employee morale was low:

JOHN J. MURPHY, ICMA-CM

E-Mail: J.J.Murphy31@gmail.com

- Initiated discussion and implemented policy changes moving employees to a Paid Time Off (PTO) plan
 - Inclusion of employees and labor unions in the policy design process resulted in overwhelming support for the change
 - Plan reduced 145,000 sick hours saving \$2M upfront and \$500k per year ongoing in legacy costs
- Created employee morale committee which addressed concerns and significantly increased morale
- Implemented job shadowing/training program in which I would leave City Hall and go work in individual departments (Operation SWITCH--Stop Working in the City Hall)
- Invested in employees' professional growth by initiating a citywide team building event
 - Established a team of stakeholders (employees) to help choose the leadership consulting firm
 - Efforts resulted in over 320 employees voluntarily participating in the daylong event
- Employed negotiation skills to manage and resolve potential litigation immediately upon hire
- Converted employee health insurance from a fully insured to a self-funded plan; savings were reinvested to defer future annual health care increases for employees; projected annual savings are over \$500k
- Above initiatives increased employee engagement from 27% to 57% as measured on a yearly basis
- Annual employee survey ranked my leadership abilities in the 96th percentile versus the benchmark of city/county managers across the country

Developed new avenues to improve partnerships for public safety initiatives:

- Increased police force by over 60% (62 to 107 sworn), which has resulted in a more effective, responsive and community engaged police force
- Crafted new hiring incentives which reward longer employment commitments for recruits
- Created unparalleled partnerships with county drug task force and New Mexico Dept. of Public Safety to boost numbers on drug task force and improved collaboration in state run crime laboratory
- Hired third attorney to work part-time assisting the District Attorney (County) in prosecuting drug cases
- Added fire department staffing to enable stations to respond to multiple incidents simultaneously

City of Hobbs Accolades/Awards:

Hobbs Express – Named 2014 Best Public Transit System in New Mexico

Utilities – 2015 & 2016 Wastewater Treatment Plant awarded "Best Managed Facility in New Mexico"

Streets – 2016 Asphalt Recycling & Reclaiming Association Award for "Excellence in Hot In-Place Recycling"

Fire Department awarded ISO Rating of 2 in 2015 – Top 4% in United States

Parks Department – New baseball complex was named 2016 USSSA Regional Complex of the Year

Rockwind Community Links – Named by Golf Digest "Top 10 Best New Golf Courses", Golf Inc "Top 5

International Developments in 2015"

Requested to be a featured speaker at the United States Golf Association's 2016 Pace of Play and Innovation

Symposium in Pasadena, CA to highlight our innovative approach to grow the game of golf

Featured speaker at the Michigan Association of Counties 2014– Topic – "Delivering Public-Private Partnerships"

CITY OF WILKES-BARRE, PENNSYLVANIA

SALARY – START \$55K, FINAL \$83,000

CITY ADMINISTRATOR/DEPUTY CITY ADMINISTRATOR

JULY 2002–APRIL 2010

Wilkes-Barre has a population of 45,000 covering approximately 7 square miles, making it the 13th largest city in the Commonwealth of Pennsylvania, and host to the 4th largest downtown workforce in Pennsylvania. It is the county seat of Luzerne County and one of the principal cities in the Scranton-Wilkes-Barre-Hazleton, PA Metropolitan Statistical Area. This Metro/Stats area is the 4th largest in the state with a population of 563,631.

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 - Efforts resulted in over 320 employees voluntarily participating in the daylong event
- Employed negotiation skills to manage and resolve potential litigation immediately upon hire
- Converted employee health insurance from a fully insured to a self-funded plan; savings were reinvested to defer future annual health care increases for employees; projected annual savings are over \$500k
- Above initiatives increased employee engagement from 27% to 57% as measured on a yearly basis
- Annual employee survey ranked my leadership abilities in the 96th percentile versus the benchmark of city/county managers across the country

Developed new avenues to improve partnerships for public safety initiatives:

- Increased police force by over 60% (62 to 107 sworn), which has resulted in a more effective, responsive and community engaged police force
- Crafted new hiring incentives which reward longer employment commitments for recruits
- Created unparalleled partnerships with county drug task force and New Mexico Dept. of Public Safety to boost numbers on drug task force and improved collaboration in state run crime laboratory
- Hired third attorney to work part-time assisting the District Attorney (County) in prosecuting drug cases
- Added fire department staffing to enable stations to respond to multiple incidents simultaneously

City of Hobbs Accolades/Awards:

Hobbs Express -- Named 2014 Best Public Transit System in New Mexico

Utilities -- 2015 & 2016 Wastewater Treatment Plant awarded "Best Managed Facility in New Mexico"

Streets -- 2016 Asphalt Recycling & Reclaiming Association Award for "Excellence in Hot In-Place Recycling"

Fire Department awarded ISO Rating of 2 in 2015 -- Top 4% in United States

Parks Department -- New baseball complex was named 2016 USSSA Regional Complex of the Year

Rockwind Community Links -- Named by Golf Digest "Top 10 Best New Golf Courses", Golf Inc "Top 5

International Developments in 2015"

Requested to be a featured speaker at the United States Golf Association's 2016 Pace of Play and Innovation

Symposium in Pasadena, CA to highlight our innovative approach to grow the game of golf

Featured speaker at the Michigan Association of Counties 2014-- Topic -- "Delivering Public-Private Partnerships"

CITY OF WILKES-BARRE, PENNSYLVANIA

SALARY -- START \$55K, FINAL \$83,000

CITY ADMINISTRATOR/DEPUTY CITY ADMINISTRATOR

JULY 2002-APRIL 2010

Wilkes-Barre has a population of 45,000 covering approximately 7 square miles, making it the 13th largest city in the Commonwealth of Pennsylvania, and host to the 4th largest downtown workforce in Pennsylvania. It is the county seat of Luzerne County and one of the principal cities in the Scranton-Wilkes-Barre-Hazleton, PA Metropolitan Statistical Area. This Metro/Stats area is the 4th largest in the state with a population of 563,631.

JOHN J. MURPHY, ICMA-CM

E-Mail: J.J.Murphy31@gmail.com

Skillfully maneuvered municipality through financial recovery:

- Implemented a five-year recovery plan, which led the city from the brink of bankruptcy and without a bond rating to being the 3rd highest rated ("A") city in the Commonwealth of Pennsylvania with a audited financial turnaround of \$57M from 2003-2009
 - This rating helped the city save over \$300,000 on their 2009 bond issue alone.
- Managed \$45M annual operating budget, \$80M in capital assets, and lead more than 300 employees
- Improved financial position from 2003 revenue of \$34.3M and year end negative fund balance of \$4.2M, to net revenues of \$55.9M and the positive fund balance of \$15.1M in 2009

Committed to developing new avenues to generate revenue for economic development initiatives:

- Coordinated over \$150M in new economic development projects over seven years in the city
- Fostered partnership with two downtown colleges which invested over \$100M in campus improvements
- Marketed building and settled sale terms with private university while releasing \$14M of city's financial obligations to Wilkes-Barre Call Center, which was listed as the Mayor's #1 goal of 2004 and 2005
- Spearheaded efforts to lead Wilkes-Barre from one of the least technologically advanced communities in Pennsylvania into one of the most advanced in the United States with little cost to the municipality
- Settled multiple public/private partnerships in technology, security and economic development delivering tangible benefits to Wilkes-Barre and the surrounding community
- Initiated, managed, and secured grant funding for a citywide camera initiative; added 250 cameras to transform the downtown and public parks into a safe 18-hour vibrant downtown
- Managed and promoted numerous economic development projects; 53 new businesses opened from 2004-09
- Negotiated a lease arrangement with AHL affiliate of the Pittsburgh Penguins that added stable revenue stream to offset the renovation costs of a \$15M state-of-the-art mixed-use recreational project

Recognized for being the labor negotiator who delivered tangible results:

- Served as the lead negotiator for four labor unions and negotiated multiple contracts during my tenure
 - Fair but stern approach which resulted in not going to arbitration once during my tenure
- Implemented labor/management quarterly discussions, which successfully reduced future grievances and costs related issues; utilized team approach to discuss the labor-management agreements

Developed and established stronger communication systems to improve the city in the post 9/11 phase:

- Managed the emergency operations center through five FEMA declared disasters; coordinated emergency personnel and employees to keep citizens safe and provide critical information to media and residents in a timely manner
- Utilized extensive background gained in emergency management to formulate a new emergency operations plan for the city in compliance with Pennsylvania Emergency Management Agency standards
 - Efforts lead to Wilkes-Barre receiving a Level 7 FEMA Community Rating, which saved taxpayers approximately 15% on flood insurance premiums

OTHER PROFESSIONAL EXPERIENCE

GOALS CONSULTING, I.I.C, WILKES-BARRE, PENNSYLVANIA

SALARY - \$60,000

PRESIDENT/CEO

APRIL 2010-AUG 2012

Utilized government experience to assist public, non-profits and private sectors:

- Consulted with the Wilkes-Barre Chamber of Commerce and YMCA to improve economic development
- Assisted multiple private industry clients in procuring grants in excess of \$5M combined
- Specialized in municipal surveillance; labeled as an expert in the field by a national security trade magazine
- Lectured nationally as a featured speaker on public-private partnerships at multiple conferences

JOHN J. MURPHY, ICMA-CM

E-Mail: J.J.Murphy31@gmail.com

MILITARY EXPERIENCE

Watch Supervisor, Controller Air Force Rescue Coordination Center—Tyndall AFB, FL 2000-Present

- Granted top secret security clearance (TS/SCI) 16 years in a row; most recent approval Aug 2014
- Coordinates search & rescue operations throughout US in 24/7 Air Operations Center
- Credited with coordinating searches and/or rescues saving over 100 American lives and hundreds overseas

Volunteered for two post 9/11 deployments to coordinate critical search and rescue efforts.

- Deployed to Djibouti, Africa - Combined Joint Task Force - Horn of Africa in 2008 to direct recovery operations across fourteen nations, two continents and three combatant commands in direct support of the Global War on Terrorism.
- Deployed immediately after the Haiti earthquake to stand up the first Humanitarian Assistance and Disaster Recovery Joint Personnel Center in the United States Southern Command to help support the military response to Operation Unified Response.
 - Team coordinated successful medical evacuations saving over 2,000 severely injured Haitians

Vandenberg Air Force Base Spokesperson, Public Affairs Office—Vandenberg AFB, CA 1998-2000

Recruiter, University of Notre Dame, IN (Minority Recruitment Program) 1997-1998

CREDENTIALS

<i>Education</i>	Master of Public Administration, Marywood University, Scranton, PA: 1998 <i>Alpha Phi Sigma; National Criminal Justice Honor Society</i> Bachelor of Arts in Political Science, King's College, Wilkes-Barre, PA: 1993
<i>Affiliations</i>	Member, International City/County Management Association, Credentialed Manager <ul style="list-style-type: none">- Selected Member – ICMA Leadership Task Force – January 2014- Appointed – ICMA Performance Measurement Team – December 2015 Board Member, New Mexico Municipal Managers Association—elected 2014 Founder, President & CEO, GOALS Foundation: 2001-2014
<i>Significant Professional Development</i>	Graduate – Senior Executive Institute – Weldon Cooper Center for Public Service, University of Virginia – August 2014 Graduate – Harvard Kennedy School – Senior Executives in State and Local Government – July 2013 Graduate – ICMA Gettysburg Leadership Institute – May 2013 Completed – Dale Carnegie “Skills for Success” – September 2014 Completed – Karrass “Effective Negotiating” Seminar – February 2015 Completed – ICMA Leadership Institute and numerous ICMA courses– 2002—Present
<i>Awards</i>	King's College Leo Award for dedication to community service from an alumnus: 2005 Meritorious Service Medal: 2012, Joint Service Commendation Medal: 2008 Air Force Commendation Medal: 2000, 2002 and 2003, Joint Service Achievement Medal: 2010 Air Force Achievement Medal: 1998, National Service Defense Medal Global War on Terrorism Expeditionary Medal, Global War on Terrorism Service Medal: 2008 Humanitarian Service Medal: 2010, Military Outstanding Volunteer Service Medal: 2004 Armed Forces Reserve Medal with 2 ‘M’ Devices Volunteer of the Year (Director of Operations), Air Combat Command (ACC): 2001

Candidate Introduction

John J. Murphy, ICMA-CM

EDUCATION

Master of Public Administration, Marywood University, Scranton, PA
Bachelor of Arts, Political Science, King's College, Wilkes-Barre, PA
Graduate of the Harvard Kennedy School Senior Executives in State and Local Government, Harvard University
Graduate of the Senior Executive Institute, Weldon Cooper Center for Public Service, University of Virginia
Completed – Gettysburg Leadership Institute

EXPERIENCE

City Manager, City of Hobbs, NM	2012 – Present
United States Air Force Reserve	2002 – Present
Management Consultant	2010 – 2012
City Administrator, City of Wilkes-Barre, PA	2004 – 2010
Deputy City Administrator, City of Wilkes-Barre, PA	2002 – 2004
United States Air Force	1997 – 2002

BACKGROUND

The City of Hobbs was ranked the 7th fastest growing micro city (under 50,000) in the U.S. from 2013-2015, with a population of approximately 45,000 people covering approximately 20 square miles. The community sits in the middle of Lea County (pop 65,000) which is labeled the "EnergyPlex" as the local economy is being fueled by the diverse energy industry including nuclear, oil, solar and gas.

In 2016 the City of Hobbs' General Fund budget was \$170 million and the total of all budgeted funds was \$230 million. We have multiple major projects in either planning, design or construction which will account for \$200 million in improvements in infrastructure, housing and quality of life projects. The City has approximately 500 employees and 15 departmental directors reporting to me.

The three most significant issues facing the City are:

- Addressing public safety. When I was hired the perception in the surrounding area was that Hobbs was an unsafe oil town. First, the Police Chief immediately announced he was retiring. I brought in a diverse group of community leaders to sit down on the interview panel which gave them a sense of inclusiveness while at the same time giving me a better understanding of external leader's impressions of the police force. I selected a new Police Chief and together we worked to make significant changes. Second, I received support from the City Commission to increase the number of patrol officers from 62 to a high of

107. We then created multiple local, county and state partnerships to improve operations and made an investment in training our officers in verbal judo and de-escalation techniques. We have also seen the perception of public safety in Hobbs improve drastically and our officers are more engaged in community activities.

In the Fire Department I made it a priority to responsibly grow and improve. We recently received an \$825,000 SAFER grant which will fund 7 new firefighters and improved to an ISO Rating of 2, which is in the top 4% of the country.

- Improving quality of life. We formed a group of public and private partners to address the need to both improve current facilities and increase the amount of quality of life amenities in our community. In total we have identified over \$150 million worth of desired projects. I have personally led the design and re-construction of our outdated municipal golf course into a \$13 million jewel which has won multiple golf industry accolades. This includes Golf Digest 2015 "Top 10 Best New Courses," Golf Inc. has ranked us in the Top 5 "Best New Golf Developments Worldwide" and we were given major national design awards. This project has led to the United States Golf Association creating a 6-minute video describing Hobbs as a model community in growing the game of golf and they invited me as a featured speaker at their 2016 Face of Play and Innovation Symposium. I am also the point person on building a new \$65 million, 160,000 sq ft recreational center where our partners are contributing more than 50% of the capital and 50% on the ongoing operational costs. These partners include the local school district, the New Mexico Junior College, Lea County government, University of the Southwest, and the J.F. Maddox Foundation. There will not be a nicer facility within 500 miles and besides being an outstanding amenity for our local residents, it will also be a key economic development tool to bring in visitors.
- Increasing Housing. When I arrived the community was utilizing a housing study which showed the community was lacking over a thousand single family homes and apartments. Many oilfield workers were living in hotels as there was just not enough housing available for them or their families if they wanted to relocate. I developed a different approach to address this issue and in the last two years, for the first time in the City's history, we were awarded four affordable housing tax credit projects. These projects will result in over \$50 million in new construction and add over 284 new additional affordable housing options. In addition, we also leveraged another \$6.5 million in incentives for market-rate construction, which resulted in \$65 million in new construction last year alone. These incentives have resulted 288 new single family homes and 997 market rate apartments being constructed over the last four years.

GENERAL MANAGEMENT STYLE AND EXPERIENCE

It is clear that Port St. Lucie is a vibrant, family oriented community which is exactly the environment I wish for my family. I know the priority the community places on public safety

John J. Murphy, ICMA-CM

while at the same time allowing me the opportunity to lead an established high quality organization. As a nineteen year officer in the military, my leadership training and municipal management background will be a unique asset in dealing with relations with the Port St. Lucie City Council and the entire community. My hope is that Port St. Lucie is looking for an energized, vibrant, ethical leader who is dedicated to the municipal management profession and is prepared to make a long term commitment to the community.

My approach to management is building the team through a combination of coaching and leading by example through a servant leadership model. I believe like a sports team, good local government organizations have personnel who can do their jobs extremely well. I am there to inspire them, provide them the tools and training opportunities to be successful and build a culture of service. My military experience has shown me the most effective way to build that culture is through leading by example. In Hobbs, I started a program called Operation SWITCH (Stop Working in the City Hall) where I take turns working in the various departments approximately once a month. Not only does this give me the opportunity to learn the employees and their positions better, it lets them see that I value what they do and want to help them be more effective. It also gives me a chance to interact with the public in ways they rarely see the City Manager.

The feedback I have received as a leader has been extremely positive not only in calm times but also in crisis. I still get calls from department heads in Pennsylvania where I left my position six years ago asking for advice on how I would handle certain situations. My current staff would say that I deeply care about the employees and try to create a family atmosphere in our organization. Recently, my City Commission in Hobbs gave me an outstanding evaluation saying that I had real passion for my work and incredible support from the employees. They also commended me for communicating with them regularly and said one of my strengths is constantly being out in the public collaborating with various community groups.

In terms of weaknesses, I have received feedback from some members of my leadership team that they would like more one on one time with me. Consequently, I have been working on strategies to improve my time management skills. My goal has been to reduce the number of group meetings I hold, streamline the agendas and delegate some daily tasks that can be handled by others to allow me to shift my focus to the short and long term concerns of my leadership team. One step I have already taken is to participate in a Dale Carnegie Skills for Success course which had a major focus on improved time management.

In addition to the feedback I have received from coworkers, I have a personal goal to improve my work/life balance. For two summers I went to Harvard University and the University of Virginia for professional development opportunities. These opportunities limited the time I spent with my family during their summer break. My personal goal since has been to spend more quality time with them during their time out of school.

I have had success in performance measurement by requesting that each department report monthly on considerable measurable data. I then include this information as a key component of

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John J. Murphy, ICMA-CM

a report to my City Commission. I also challenge my team to find ways we can work more efficiently and improve customer service to the taxpayers of Hobbs. I have standardized performance evaluations for all employees and recently negotiated the collective bargaining agreements with the Fire and Police unions. These settlements resulted in both bargaining groups agreeing to merit based pay based on their evaluations, thus bringing them in line with the general employees and providing our leaders productive management tools. Recently, I was named to ICMA's Performance Measurement Task Force and look forward to collaborating with colleagues on this important endeavor.

As far as my biggest achievement, I am going to talk about a unique project which has been my personal inspiration in public service. I delivered a project that was a field of flags called a Healing Field. This project was to honor those who lost their lives on September 11th and afterwards fighting in the War on Terror. It was extremely well received and the Governor of Pennsylvania was our featured speaker at the dedication. At the time, it was the largest Healing Field in the country having over 4,000 flags spread across a few acres of beautiful city park land. About a month after the field came down, a lady came to the Mayor's Office to say thank you and give him a painting. He directed her to me indicating that I was the one who initiated and implemented the project. When I met with her, she hugged me and told me I did not understand what an impact that field had on her. She told me she was depressed and prepared to commit suicide but that the Healing Field had so much meaning for her that she was now committed to living. That interaction taught me that the great work we do in local government can positively impact community members in ways that we don't always see. I keep a picture of that field in my office as a reminder to stay motivated and energized because it's impossible to predict the direct or indirect impact of the project we are working on today.

I feel the biggest mistake of my career happened about 18 months after leaving my City Administrator role in Wilkes-Barre. I had started my own consulting firm and was asked by the Mayor to work toward privatizing the city's parking system. As a paid consultant for the Wilkes-Barre Parking Authority in 2012, I gave them a proposal that would have paid me an hourly fee plus a commission if the project was completed. The Parking Authority asked me to double my hourly rate as they did not want to pay a commission if the project was finalized. In the end, I agreed to their request, helped deliver three proposals higher than their baseline requirement. Regardless, the Parking Authority chose to not move forward with the proposal and used the hourly rate against me. There were local articles on this issue that did not have all of the information but I was asked not to comment publicly. To this day, I regret not more strongly defending my position.

Like any chief executive officer, I have had to fire people or request their resignation many times, including department heads. My philosophy is to praise in public and punish privately, therefore, today many people do not have the details of the dismissals. While it never feels good, it is healthy for an organization to make sure people know they will be held accountable.

While anyone coming into a new position will face challenges, I think my military background at

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John J. Murphy, ICMA-CM

Tyndall Air Force Base, FL and my demonstrated experience working collaboratively with colleges and universities will make my transition easier than some of my peers. The greatest challenge I see is rebuilding the relationship between the elected officials and the staff. I will communicate with the elected officials and staff early on to understand our organizational strengths and see how I can incorporate some of my lessons learned and leadership skills into addressing Port St. Lucie's challenges. I am a builder, not a maintainer so I see my first six months focused on motivating the staff, dedicating myself to learning the nuances of the city government structure in Florida and immersing myself into the local community.

As a former public affairs officer in the USAF, I am comfortable with the media and public presentations. Having just received my updated top secret security clearance, I hope you will see you are getting an ethical leader who will work to inspire the staff to continually improve. I would hope to finish my military reserve requirements of approximately twenty-six days per year coordinating search and rescue operations. I have a projected retirement date in May 2017.

I am a huge proponent of utilizing social media to keep residents informed on the day-to-day activities in a community. I had our IT team in Hobbs and Wilkes-Barre update our webpage and our communications director and I speak daily about the messages we want to bring to the community. I am confident that the only people who would contact you from Hobbs would be telling you how disappointed they will be if I leave.

I am a dedicated father who is kept busy engaging in the activities that most interest my children. When I find spare time outside of that I enjoy running, golfing and reading.

Finally, it would be an honor and a privilege to be your City Manager!

SIX ADJECTIVES OR PHRASES YOU WOULD USE TO DESCRIBE YOURSELF

- Passionate
- Collaborative
- Accessible
- Caring
- Forward Thinking
- Knowledgeable

REASON FOR WANTING TO LEAVE CURRENT JOB

Some people may think I am crazy leaving a community with such promise and \$116 million in our fund balance. However, with five school-aged daughters, their development is my number one priority. I know the high quality education my children would receive at the same time allowing me the challenge and opportunity to lead an established high quality organization. We

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John J. Murphy, ICMA-CM

want to make a long-term commitment to Port St. Lucie! The allure of leading your team, bringing new solutions to Port St. Lucie's challenges and raising my family long-term in a community the quality of the Port St. Lucie is very appealing.

I was just named the 2016 New Mexico City Manager of the Year. I ask you to please give me a chance to come interview. You will not be disappointed! I will be the person who collaborates with you to face Port St. Lucie's challenges and the leader who inspires the employees in creating a higher performing organization. I want to be the next long-term City Manager of Port St. Lucie!

CURRENT/MOST RECENT OR RELEVANT SALARY

Salary \$180,000, \$50,000 forgivable housing stipend, up to 5% 401a employer contribution, enrollment in New Mexico retirement system (PERA,) \$750 monthly car allowance, \$100 monthly cell phone stipend and professional development commitment.

Section 10

CB&A Background Checks

**Background Check Summary for
JOHN "JJ" J. MURPHY**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County	
Lea County, NM	No Records Found
Luzerne County, PA	No Records Found
Bay County, FL	No Records Found
Santa Barbara County, CA	No Records Found
State	
New Mexico	No Records Found
Pennsylvania	No Records Found
Florida	No Records Found
California	Records maintained by county of residence

Civil Records Checks:

County	
Lea County, NM	No Records Found
Luzerne County, PA	No Records Found
Bay County, FL	No Records Found
Santa Barbara County, CA	No Records Found
Federal	
New Mexico	No Records Found
Pennsylvania	April 2008 – Civil Rights Lawsuit filed against Wilkes-Barre including Mr. Murphy in his capacity as City Administrator. <i>Disposition: May 2009, Terminated</i> <i>* See page 3 for Candidate Explanation for Records Found</i> July 2011 – Civil Rights Lawsuit filed by Mr. Murphy against the Radnor Township. <i>Disposition: March 2014, Terminated</i> <i>* See page 2 of Personal Disclosure for Explanation of Records Found</i>

Background Check Summary for
JOHN "JJ" J. MURPHY

Florida	No Records Found
California	No Records Found
Motor Vehicle	
New Mexico	June 2013 – Personal Disposition: June 2017
Credit	Good
Bankruptcy	No Records Found
Education	Confirmed
Employment	Confirmed

**Background Check Summary for
JOHN "JJ" J. MURPHY**

From: J.J. Murphy
To: Lynelle Klein
Subject: Re: Background Check Records Found that Require an Explanation

Ms. Klein,

Thank you for your email.

I was named with multiple city officials and police officers in the Shotko v. City of Wilkes-Barre case because I was the City Administrator. I believe Mr. Shotko was arrested during the St. Patrick's Day parade. He lost his case in court.

I was listed in the Murphy v Radnor Township and I did address this in my disclosure answers.

Please let me know if you have any other questions. All other references were other John Murphy's.

Respectfully,

John J. Murphy, ICMA-CM

Background Check Summary for
JOHN "JJ" J. MURPHY
Personal Disclosure

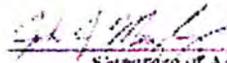
Personal Disclosure Questionnaire

Name of Applicant: John J. Murphy (JJ.)

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please disclose any key answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
Yes No
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
Yes No
3. Have you ever declared bankruptcy or been an owner in a business that did so?
Yes No
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
Yes No
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
Yes No
6. Have you ever been convicted of driving while intoxicated?
Yes No
7. Have you ever sued a current or former employer?
Yes No
8. Do you have a personal My Space, Face Book or other type of Web Page?
Yes No
9. Do you have a personal Twitter Account?
Yes No
10. Is there anything else in your background that, if made public, would cause you, our client or our firm embarrassment if it came to light through the press or any other mechanism?
Yes No
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant

Attested to: 
Signature of Applicant

Please email this form via PDF DOCUMENT to [redacted] or via fax to

[redacted] no later than 5:00 PM EST 03/06/16.

(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

Property of Custin Baenziger & Associates

**Background Check Summary for
JOHN "JJ" J. MURPHY
Personal Disclosure Explanation**

* 11 - In the past, I was involved in a case against Radnor Township, Pennsylvania. In 1968, I interviewed for a position of Township Manager in Radnor, PA. I was interviewed as a semi-finalist but then told I would not be brought back for a second interview because "some commissioners had serious concerns about my ongoing military obligations." As an active military reservist, I informed the township that decision was in direct violation of the USERRA Act. They then denied saying it and would not offer me a second interview. I filed in Federal Court to protect these rights and a jury unanimously agreed that Radnor discriminated against me but they awarded no damages.

CB&A Reference Notes

Reference Notes
J. J. (John Joseph) Murphy

Sam Cobb – Mayor, Hobbs, NM

Mr. Cobb was part of the Commission that hired Mr. Murphy in 2012. Mr. Murphy has done extremely well. Hobbs has experienced a very robust economic time and Mr. Cobb has been very aggressive in many areas as it relates to housing and quality of life. Mr. Cobb has given Mr. Murphy a tremendous task load, which he has handled and administrated well. He built a new golf course, finished the design and groundbreaking of a recreation facility, created a master plan, and begun a four-million-dollar city park rehabilitation. He also led a seven-million-dollar incentive plan for housing that generated \$150 million for new housing in a public/private partnership. He created a five-member partnership for the recreation center. The partners were the City, a private foundation, a four-year university, a two-year community college, and the public school system in Hobbs. Mr. Murphy has performed well in every scenario.

The decisions Mr. Murphy have made are good. He is innovative and a change agent while maintaining operations at a high level. He is often out in the community and he works well with residents. He takes the appropriate position when necessary. Because he is the CEO of the City, the appropriate position may not always be what the citizens want. He explains the reasoning when certain factions want something done or they want the process to move faster. He is not necessarily a yes man, but he properly explains his position.

Communication is something that Mr. Murphy excels at, he kept the elected officials very well informed. Hobbs experienced record breaking snow the week after Christmas in 2015, over 25 inches of snow fell in a single week. Given their location, they do not have much snow removal equipment. Mr. Murphy put together a team of City staff and individuals from the private sector who removed the snow in record time. He also made sure that the elderly and seniors received their meals on wheels. This incident highlights his ability to pull together a diverse group of individuals to address an unusual occurrence.

The Commission maintains a tight rein on the budget and Mr. Murphy manages it well. He has been willing and able to identify ways to cut costs. In Mr. Cobb's experience Mr. Murphy has accomplished tasks in a timely manner.

Individuals in the community have made numerous inquiries of public records. Mr. Cobb and Mr. Murphy have been subjected to requests for copies of emails and travel expenses. One instance was when Mr. Cobb approved travel for Mr. Murphy and some staff members to visit a manufacturing facility in Italy to look at pool options for their recreational center. The expenses were around \$8,000, which raised some questions. Mr. Cobb defends this expenditure as it was appropriate given the situation. This claim, nor any of the others, have substance but they seem to continue to create controversy.

A volunteer group called "Make Hobbs Beautiful" identifies areas in the community that could be improved from an aesthetic standpoint. They asked the city whether a recycling program would be feasible. Mr. Murphy knew a gentleman from Pennsylvania and engaged him on a consulting basis to evaluate the idea. The consultant gave a presentation of his findings. The

Reference Notes
J. J. (John Joseph) Murphy

cost of moving the items to the recycling center was prohibitive because the closest recycling center is several hundred miles away. The process was properly done and well presented. Under New Mexico procurement codes and Hobbs current City ordinances, Mr. Murphy can engage professionals on a consulting basis for up to \$60,000 without consulting the elected officials. He engaged various consultants on behalf of the City. Because not every transaction goes in front of the Commission, some residents believe Mr. Murphy is abusing his power, but he has never done so. He has always followed proper procedure and kept the Commission informed along the way.

Mr. Murphy was involved in a controversy related to a parking project in Wilkes Barre but as the Administrator, he did not have the same level of decision making responsibility in that jurisdiction as he does as the Manager in Hobbs. Mr. Cobb has never seen an instance during Mr. Murphy's tenure in Hobbs where he acted unethically, abused his power, or failed to keep the Commission informed of his activities. A few people might disagree with him on subjective issues, but never on substantive issues related to work performance. When City Managers create change, they will always have naysayers. Hobbs has experienced a great deal of positive change under his leadership.

Mr. Cobb would hire Mr. Murphy. In August of 2016 he was selected as the City Manager of the year amongst all of the Managers in New Mexico, which is a great honor.

Words or phrases used to describe J.J. Murphy:

- Intelligent,
- Innovative,
- Passionate,
- Responsible,
- Visionary, and
- Dependable.

Strengths: Good communicator, innovative thinker, addresses unforeseen issues well, responds well to pressure.

Weaknesses: As city managers go he may not have as much experience as some, but this should not be characterized as a weakness, he will gain more experience over time.

Joseph Calderon – Commissioner, City of Hobbs, NM

Mr. Calderon met Mr. Murphy when he was hired in 2012 as the city manager. As a member of the city commission and the school board, Mr. Calderon works frequently and happily with Mr. Murphy and is very pleased with Mr. Murphy's leadership.

Mr. Murphy is a visionary and knows what the city needs. He is heavily involved with and consistently out in the community. He likes to know what people need and answer questions for

Reference Notes
J. J. (John Joseph) Murphy

them. He knows which projects to implement and which projects to put on hold. He has tabled projects in order to avoid layoffs, and because of his leadership, the city has increased its reserves.

The Commission is not involved directly with the day-to-day management of the city, so it is critical that Mr. Murphy keeps the Commissioners updated, and he has done so impeccably. In fact, the Commission is never caught off guard. He discusses problems with the elected officials, gets their input and makes good decisions. He accomplishes every task he is given and delivers excellent results.

Mr. Murphy is very innovative. He has a vision, involves multiple parties, and establishes partnerships. His staff highly respects him and will do anything for him. In 2014, he rallied the employees and put together donations for a Christmas dinner for the poor and homeless. Eventually, they decided to include everyone regardless of their circumstances. The dinner was a huge success, and the employees were very passionate about it due to Mr. Murphy's leadership.

When hiring personnel, Mr. Murphy makes excellent decisions. The Chief of Police that Mr. Murphy hired has been a blessing for the city. The departments are able to work well together because of his leadership and they have become a strong staff.

When Mr. Murphy came into the community, no affording housing was available which led to challenges. For example, teachers severed their contract when they could not secure housing. Mr. Murphy is one of the leaders who has been working extremely hard in conjunction with the mayor to create affordable housing. It has been very successful and much more housing is available now.

A dispute related to the school softball and baseball fields was contentious between the coaches, the school, the players, and the board members. It was a small problem that erupted into a larger problem. Mr. Murphy stepped in and worked with every party until a solution was reached and everyone was pleased with the outcome. Mr. Murphy is an excellent problem-solver and maintains good relationships with everyone, even during a dispute.

Because of Mr. Murphy's military work, he was initially absent more than the Commissioners had expected. However, because he is and was always reasonably available, the Commissioners are no longer concerned about his absences. He was also sent on a 6-week course, and although he was absent, he learned good information and has continued to be an excellent leader.

Local senators and politicians praise Mr. Murphy's work for the city. He has become well-liked and well-respected in his time as city manager. He shares ideas and learns from other leaders and has moved forward with good community projects, including a \$60 million recreation facility.

The Commission in Hobbs sets policy and Mr. Calderon does not like to micro manage. Even though he knows many of the employees because he taught them in school, he does not become

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involved in city operations as that is not his role. As a Commissioner, he felt that Mr. Murphy hired experts to consult in areas where Hobbs had a need. Mr. Calderon is very comfortable with the consultants hired by Mr. Murphy and their expertise, his actions were appropriate.

Mr. Calderon met with Mr. Murphy and the Mayor to review an agenda. During that meeting they discussed a trip where Mr. Murphy would go to Italy with two employees to review the facility that builds the pools they were interested in for their recreation center. Mr. Murphy attained the Mayor's permission before the trip was scheduled. In addition, Mr. Murphy and some staff members had visited five or six locations in the United States to look at other pools without any complaints. The only reason that complaints were lodged about this particular trip is because Italy was the destination. A vendor wanted to pay the City to go along but they were still in the bidding process and it was not appropriate. In the end, the vendor paid their own way.

Currently a community member is filing multiple and extensive public records requests, some of them have resulted in 1,000 to 2,000 pages of photocopies, which he then did not even pick up. The City is spending 25% of their time trying to address these requests.

Mr. Murphy is not perfect and he sometimes makes mistakes, but when that happens he meets with the elected officials to talk it over and resolve it. Hobbs hosted a municipal league meeting for the first time in their history and several members of the league and community members told Mr. Calderon what a great job Mr. Murphy has done for Hobbs.

Mr. Murphy is an excellent asset and leader. Mr. Calderon recommends him very highly as an accomplished leader and would be sad to see him leave.

Words or phrases used to describe J.J. Murphy:

- Humble,
- Pleasant,
- People-person,
- Energetic,
- Hardworking, and
- Big heart for everyone.

Strengths: Works well with people. Balances responsibilities well. Energetic. Visionary. Heads many large projects. Involved.

Weaknesses: Works too hard. Previously absent due to military responsibilities, but balances time well now.

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J. J. (John Joseph) Murphy

Jonathan Sena – Commissioner, Hobbs, NM

Mr. Sena was part of the Commission that hired Mr. Murphy in 2012. One quality that Mr. Sena really liked about Mr. Murphy during the interview process is that he is serving in the Air Force reserve. He has an understanding for people and veterans. He created parking spaces where wounded veterans can park close to the destination, it was a very simple but a very kind gesture.

Mr. Murphy is willing to honor others. He has a warrior of the month award. Employees who earn this honor wear a centurion helmet for a picture, which is then placed on the wall near Mr. Murphy's office. He makes employees feel special and he has treated the residents in Hobbs as if he has lived here his entire life.

Mr. Murphy is an incredible City Manager. He is one of the most capable, qualified, hardworking individuals that Mr. Sena has ever met. He engages the community at every level no matter their race or culture, and has an incredible ability to bring people together. He really works hard to ensure that no one is left behind. Being a City Manager is a very challenging job but he has been able to accomplish things that no one else has. He helped improve the drainage in Mr. Sena's district. He worked with the community and the Commission to pass a traffic law that was years in coming. He did an amazing job leading infrastructure development in a very challenging part of the community. He helped them design a \$65-million-dollar recreation facility and secured financial partners to provide the capital. The recreation center was also 15+ years in the making, but he helped them move forward and they recently had the groundbreaking.

Because of Mr. Murphy's ability to engage residents and the local foundations, he took an old park with a great deal of history and is developing it into a new City Park. The project will cost \$4 million total, \$3.5 million is coming from the Foundation because they believe in the project. No one is perfect but Mr. Sena is grateful to have been part of the Commission who hired Mr. Murphy. He has been good for Hobbs.

Because of Mr. Murphy's military background, he is very task oriented. When given a task, even large complicated tasks, he will grab the bull by the horns and go with it. He is also the son of a police officer and has turned the morale around in their police department. He increased the number of officers from 60+ to 90+ and has really engaged with the first responders. He is focused and loyal. He really takes care of people in the community.

Mr. Murphy deals with many tasks and assignments. He cannot keep the Commissioners informed of every single item, but they are always informed on the items that matter. He also really helped the Commissioners achieve their financial goals. Hobbs has very healthy reserves while still moving forward on their goals and objectives.

Mr. Murphy's position contains an element of managing staff and processes, but he is a true leader. He has a program where he works in the trenches with the employees. He worked in the jail one day and did everything that jail employees do. He spent a day working at the fire

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J. J. (John Joseph) Murphy

department with the maintenance crews. He leads by getting out among the people, he shows employees that he cares and is willing to work alongside them.

Some residents are upset with any given vote; it is just part of the job. City Managers have a very public record of their actions and with Mr. Murphy the pros far outweigh the cons. He is just really good. He helped them accomplish things they never would have achieved without him.

Hobbs is an oil and gas community. Mr. Murphy is currently the highest paid City Manager in New Mexico and the highest paid manager in the history of Hobbs and Lea County. Even so, they cannot pay him what he is really worth. They pay him very well but have received a return on their investment many, many times over. His work has been incredible; he has brought people to the table that did not participate before. He has inspired Mr. Sena to be a better leader. He has been very loyal to the community in Hobbs and will be loyal to any community he manages.

Words or phrases used to describe J.J. Murphy:

- Compassionate,
- Kind,
- Genuine,
- Hard working,
- Driven, and
- Servant leader.

Strengths: Passionate, relational, driven, task oriented, greatly increased morale, willing to try new things.

Weaknesses: Passion is a double edged sword. You have to be passionate to get things done at his level but not everyone appreciates it. However, Mr. Sena considers it more of a blessing than a weakness.

Lindsay Carter – Former Communication Director, Hobbs, NM

Ms. Carter reported to Mr. Murphy as the Communications Director from July of 2014 to October of 2015.

As a supervisor Mr. Murphy is very engaging and team oriented. Ms. Carter absolutely loved her time working under him. He is very visionary. She was allowed to bring ideas to him and received good feedback on whether to move forward.

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When hiring personnel Mr. Murphy knew what type of employee he wanted in the position. He went through a good process so that it was not a one man show, he used a series of interviews and a panel to select the right person. Employees were very comfortable with his decisions in general. He made the right decisions and went through the proper channels.

Mr. Murphy is definitely innovative and a change agent. However, these aspects are all relative to him wanting high performance. He is well versed in high performance organizations and sent many of his Directors to training to ensure they were on the same page.

Mr. Murphy believes that he should be visible in the community and available to residents. He attends community functions as much as anyone in the organization. Even when residents are challenging he is willing to listen to what they have to say. He shares his passion and energy with the residents which creates a good rapport. He is a leader they can appreciate.

Keeping everyone informed is challenging in an organization with 450 employees, however if employees were not in the loop the information was most likely confidential. Mr. Murphy asked Ms. Carter to create newsletters and use email to communicate down to the boots on the ground in the organization. He values the idea of making sure people are aware and hear what is happening. He encourages others to feel like he has an open door to them, no matter what level they are at. Listening to the employee's thoughts and concerns was a priority to him.

Hobbs opened a new golf course that is revered around the world and has received awards and accolades. They were planning a grand opening worthy of the excellent facility it is. Everyone on the commission had different ideas of what the grand opening should look like, and it was a challenge to appease everyone. Mr. Murphy was implementing a plan when he was told to start over and go another direction. He took charge and helped everyone remain calm. He mediated between the staff and Commission. At one point it seemed the event was falling apart around them. He brought the employees together and kept them focused. Even though plans changed mid-stream, he developed a plan they could execute and the event was tremendously successful.

Budget is a priority in Mr. Murphy's discussion with the staff, it was something he focused on almost daily if need be. He can remember numbers off the top of his head in any facet. He also valued his relationship with the finance director and kept the lines of communication open.

Mr. Murphy is timely in completing tasks but some items take priority. When given a directive from the Mayor or Commissioners, he prioritizes those tasks and others have to wait. He was good about outlining what needed to be done and recruiting leadership to complete the tasks. He realized when priorities needed to change and was very effective.

Ms. Carter had never worked in the public sector before and was surprised that some people constantly critique every decision made. Hobbs was blessed with a great economy until the last year and a half. The growth in the community during the good economic times created controversy. Mr. Murphy handled it well by relaying factual information but some moments

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J. J. (John Joseph) Murphy

were challenging because the public wanted to change the direction the Commission had set. The issues were not related to him personally; they seemed fairly standard in government.

Ms. Carter has only known Mr. Murphy since 2014 but in that time she has not seen anything in his personal life that would concern an employer. She would hire him; he has been a good leader for the city of Hobbs. They benefited by having him at the helm and his leadership greatly improved the organization. He has proven himself to be very capable.

Words or phrases used to describe J.J. Murphy:

- Ambitious,
- Passionate,
- Strives to be the best,
- Confident, and
- Visionary.

Strengths: Motivated; energetic; leadership; rewards good performance; great about giving feedback; great administrator; savvy in marketing. One of his biggest strengths is reaching out to employees to make them feel they are in a team atmosphere.

Weaknesses: Ideas rapidly come to his mind and he sometimes forgets to slow down and analyze the concept. However, he empowers his team to pull him back in these situations and together they achieve the right result.

Joseph Cotton – Chairman, NAACP, Hobbs, NM

Mr. Cotton has known Mr. Murphy since 2012. On a scale of 1 to 10, Mr. Murphy rates a 10. He is very knowledgeable in everything he does and he is also very approachable.

While no one is perfect Mr. Murphy generally makes good decisions. The NAACP has a better working relationship with the City than they have had in the past because Mr. Murphy reaches out and participates in their events. He brings good ideas to the table and is very concerned with working and accountability. He is the go-to guy in the City. Mr. Cotton feels comfortable discussing matters with him, even sensitive issues like complaints against law enforcement officers. He investigates the situation and addresses any issues he finds. After sharing a concern with him, you do not have to call him check on the progress because he always follows up.

Mr. Murphy is an innovator, hands on leader, and a motivator. He is helpful when he can. He does not share confidential information, but always shares items that are relevant to the NAACP or the African American community. When someone is coming into town that he feels Mr. Cotton should meet with, he asks Mr. Cotton's availability to set up the meeting.

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Everyone that Mr. Cotton knows, and he is very involved in the community, has good things to say about Mr. Murphy. He picks up trash at the local parks and works alongside residents on cleanup day. Some people in the community will not work with him because they did not get what they wanted at one point. Considering how the residents are in Hobbs, he has worked very well with the community and has a good rapport with residents.

Hobbs has an Arts Center. The Director is African American and someone vandalized the door of the Center in a hate crime. Mr. Murphy was the first person that Mr. Cotton called. Mr. Murphy had zero tolerance for that type of incident in the community. Everyone was upset about it. Mr. Murphy held a sit down meeting with the Manager, Mayor, and Attorney. Through Mr. Murphy's leadership they passed a hate crime bill. Anyone who commits a hate crime in the community will now be prosecuted. They also offered rewards up to \$5,000 for anyone who turned the perpetrator in. Many Managers would not have taken this stand. Also, a law enforcement officer lodged complaints about the department but no one would listen, including the Chief. Mr. Murphy investigated the issue and found that the Officer was telling the truth. He wants to represent the entire community and bring everyone together. He exhibited great leadership in Hobbs.

Mr. Murphy has done very well with the finances. He is a family man who wants the community to grow in a good way for young people. He is a visionary who has many great ideas.

Some people feel that Mr. Murphy is too diverse. He spoke out against hate crime and some in the community were offended. He went on a trip to Italy to look at a facility they were considering building in Hobbs, which became controversial simply because he was the City Manager. He was accused of misusing tax payer dollars. Mr. Cotton went on a similar tour to the same facility with other citizens and no one complained about their trip.

Mr. Cotton would hire Mr. Murphy. He is a good man with values. His departure from the City will be a significant loss. He would be an asset for any community.

Words or phrases used to describe J.J. Murphy:

- Strong,
- Eager,
- Intelligent,
- Motivator,
- Encourager, and
- Organizer.

Strengths: Willingness to get people involved and pull them together.

Weaknesses: He wants everyone to do the right thing, which they do not always do. He has high expectations and can beat himself up when staff does not meet them.

Reference Notes
J. J. (John Joseph) Murphy

Nicki Sweet – Former Human Resource Director, Hobbs, NM

Mr. Murphy hired Ms. Sweet in 2013. She resigned in 2016 for a career advancement opportunity.

Mr. Murphy was one of the more motivational managers that she has ever worked for. He understands how to communicate with employees at every level and actually cares about them. He spent time with the front line team. Even when the general budget began to decrease he did not want to cut the training budget. He encouraged Directors to push their team members to go to conferences and continue their education.

Mr. Murphy was only involved in executive team hiring. He promoted a Fire Chief who advanced to a larger city which indicates that he was a good hire. Mr. Murphy hired the Parks and Recreation Director and the Communications Director who are still with the City. He promoted the Police Chief who is still doing well. His decisions in general are good.

Ms. Sweet did not have a government background. Mr. Murphy took the City from entitlement and moved them to a high performing organization. He invested a great deal of time guiding the executive team through the process. His vision was not to just maintain roads but to move forward. The City is building a new recreation center.

If an event was happening in the community Mr. Murphy and his family were most likely in attendance. He has five little girls who performed at dance recitals and played soccer. He was also involved with the Chamber and in parades.

Mr. Murphy held weekly meetings with the executive team. He published notes so that employees could see a recap of what the team was working on. He held quarterly meetings with the employees. He was available; it was easy to meet with him. He was timely in meeting deadlines and he expects employees to do the same.

One concept that Mr. Murphy encouraged was public/private partnerships. He spent a great deal of time meeting with business leaders to get their buy in and support. The Maddock Foundation is a significant driver of grants and funds. He worked with them to gain funds for projects. For example, he secured a few million to build City trails.

Mr. Murphy is a visionary who sold whatever concept the Council gave him to the front line team members. He placed a quote up on the wall and gave the staff direction. The department heads then managed the processes to achieve the goals. He also did a "day in the life of....", where he spent a day as a fire fighter, or picking up trash.

Hobbs has two separate unions, one in the fire department. The fire department was having difficulty recruiting employees. They were short staffed and employees and citizens were complaining about inadequate coverage. The policy stated that employees had to live within five miles of the city to maintain a good response time to emergencies, and no one wanted to move to

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Hobbs because it did not have the amenities of cities that were a short distance away. Mr. Murphy brought everyone to the table and created a program where fire fighters who live in Hobbs receive incentives and benefits. Those who live outside the community can still work for the fire department but they do not receive the benefits and incentives. The idea has worked well; the fire department was fully staffed when Ms. Sweet left.

Hobbs was in the middle of a financial boom from oil and gas. They had a good budget, but Mr. Murphy understands that the environment is very cyclical. The price was bound to drop, and it recently has. Because Mr. Murphy planned ahead and saved money for the eventual drop, they did not have to do any layoffs when the drop occurred.

Because Mr. Murphy is a public figure you will be able to find some in the community who have a different opinion of him. A large group of in-house employees did not agree with spending the money to build the recreation center. Newspaper articles were written about this controversy as well as the fact that he looked for employment elsewhere. Ms. Sweet is not aware of anything related to Mr. Murphy that is truly controversial.

Ms. Sweet would hire Mr. Murphy and would work for him again in a heartbeat. He truly cares about the employees and the welfare of the community.

Words or phrases used to describe J.J. Murphy:

- Leader,
- Caring,
- Friendly,
- Powerful, and
- Tenacious.

Strengths: Positive; communicates well with everyone; very open door policy; really cared about employee development.

Weaknesses: He has a big heart and sometimes tried to find ways to save people that did not need to be saved. For example, he did not want to let an employee go two weeks before Christmas. However, you can talk him through it, which is a positive. Ms. Sweet helped him understand why the action was necessary.

Marie McCormick – Former Deputy Administrator, Wilkes-Barre, PA

Ms. McCormick and known Mr. Murphy since 1996 when he interned as the Mayor's assistant. Later she worked with Mr. Murphy as the Deputy Administrator.

Mr. Murphy is a great administrator. He introduced many innovative ideas and changed the way the staff handles reporting. He implemented performance measures and goal tracking. He

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J. J. (John Joseph) Murphy

brought a city wide camera project to downtown Wilkes-Barre which has deterred criminal activity and helped solved crimes. He introduced a Wi-Fi network in the City. The City was not even computerized before his arrival. His drive and motivation moved the City forward.

Mr. Murphy has a wonderful personality. He has considerable experience working with elected officials. He is responsible for communicating with the congressional offices, the Senator's offices, the State Representatives, and local officials on a county level. He is very diplomatic. He was second in command to the Mayor and acted for the Mayor in many situations. He related to and communicated with over 300 employees in different unions with different job requirements. He worked very well with employees in every department. His approach was very different in that he reached out to all staff, not just those working in the main office.

Mr. Murphy managed his time well and was dedicated to his job. They had a very good working relationship. They divided up the work load. Occasionally they were involved in the same projects; at other times they worked on different projects. Mr. Murphy was easy to work with and supported Ms. McCormick whenever she had to take actions against an employee.

Mr. Murphy instituted a weekly senior management staff meeting to discuss all issues; so his senior staff was always well informed. He held lower level staff meetings every Thursday to garner input in preparation for Council meetings. These gatherings kept everyone informed and gave employees opportunities to share their concerns or ideas. He has an open administration.

Mr. Murphy dealt with the public daily and handled numerous public meetings. He attended bimonthly Council meetings where he answered the questions and concerns of the Council and residents. Beyond his normal responsibilities he worked with non-profit organizations on projects, had direct contact with citizens' advocate groups, and engaged others. He has a very good manner and does not fly off the handle when provoked. He forcefully supports his ideas when necessary but handles every situation professionally. He is responsive to the citizens.

Mr. Murphy makes good decisions. While working on a project, if he sees that changes need to be made, he revises his plans. He listens carefully to everyone's input. Wilkes-Barre has greatly benefitted from his decisions.

Mr. Murphy and the Mayor closed some city firehouses which was a controversial decision and they received many threats. Someone went to Mr. Murphy's house while his wife and small girls were home, saying Mr. Murphy had asked him to look at the pipes. Luckily Mrs. Murphy did not let him in. The Mayor decided they both needed protection and the Chief of Police suggested putting cameras on their home. Years later, one citizen lost a towing contract with the City during Mr. Murphy's tenure and was very angry. He used the installation of the cameras as an argument to discredit the Mayor and Mr. Murphy. The District Attorney exonerated both Mr. Murphy and the Mayor of allegations made against them. Mr. Murphy is completely forthright and his character is beyond reproach. He bases decisions on what he believes is right. Ms. McCormick does not believe anything negative exists in Mr. Murphy's background.

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Ms. McCormick would hire Mr. Murphy and wants him to come back to Wilkes-Barre. He is a very responsive, dedicated administrator who introduced innovative ideas. He carefully managed the finances of the City while ensuring that services were provided and working at all levels of government.

Words or phrases used to describe J.J. Murphy:

- Diligent,
- Committed,
- Analytic
- Decisive,
- Diplomatic, and
- Works well with everyone and any level or walk of life.

Strengths: Energetic, methodical and analytical.

Weaknesses: Mr. Murphy took on very complicated projects that required input from numerous sources, not only within the organization but also from vendors and contractors. He became frustrated if others did not meet the timetable or their obligations.

Paul Keating – City Administrator, Kingston, PA

Mr. Keating and Mr. Murphy met as college students in Kings College. They graduated the same year, 1993. Mr. Keating is the City Administrator of Kingston, which is separated from Wilkes-Barre by the Susquehanna River. They have worked on various projects together while Mr. Murphy was the city manager.

Wilkes-Barre has a very difficult time making ends meet because they have a land locked tax base. They have very high expenses for police and fire services. Mr. Murphy did a terrific job steering their finances. He revitalized the downtown area. Before his efforts the downtown public square and business hub was decaying and unsafe. Currently the downtown has many new businesses. He developed a vision to make Wilkes-Barre a college community with the hope of generating revenue. By partnering with the colleges, the City was able to experience much progress.

Mr. Murphy was instrumental in installing a large scale security camera system throughout the City. Mr. Murphy's administration focused on the downtown business area, parks, playgrounds, and troubled city districts. He brought many innovative ideas to Wilkes-Barre.

Mr. Keating tried to start a Wyoming Valley Municipal Association. His idea was to bring County leaders together to share thoughts and ideas. The concept did not work as Mr. Keating had hoped. However, Mr. Murphy was very supportive of his efforts and attended every meeting. They both share a philosophy of working together with surrounding communities. Whenever Mr. Murphy instituted an initiative beneficial to Wilkes-Barre he shared the idea with

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J. J. (John Joseph) Murphy

surrounding communities. If he observed positive steps being taken in other communities, he asked for more information to see if their ideas would work in Wilkes-Barre. They mostly corresponded through email. Mr. Murphy immediately responds to requests for information.

Mr. Murphy has considerable experience working with the public. He was highly visible and accountable to the public. He always made himself accessible to the media.

Mr. Murphy worked in public service and always stepped above and beyond those responsibilities to serve his country. His military service speaks volumes about his character and integrity. Anyone would be impressed that he could run a city, with a large family at home, and still volunteer to serve his country.

Some decisions made by the Mayor and Mr. Murphy have been heavily scrutinized by the media, such as the decision to install security cameras on their homes. However, Mr. Keating has observed no situations which he considers derogatory to Mr. Murphy. The Mayor was reelected even after the media reports; so most constituents believed in what the Mayor and Mr. Murphy did for the City. Any allegations made were political in nature, brought by the Mayor's opponent during the elections. They were both exonerated by the Ethics Committee.

Mr. Keating would hire Mr. Murphy. He is a good administrator.

Words or phrases used to describe J.J. Murphy:

- Good communicator,
- Energetic,
- Kind,
- Sharing,
- Dedicated, and
- Supportive.

Strengths: Good communicator; proven leader; accomplished tangible results for the City.

Weaknesses: None identified.

Bill Barrett - Chairperson, Wilkes-Barre, PA

Mr. Barrett has been with the City for 28 years and started working with Mr. Murphy in 2002. Mr. Barrett stepped out of a meeting for the interview and could not go into great detail due to time restrictions. However, he wished to give a recommendation for Mr. Murphy. They became personal friends through their work relationship. Mr. Barrett is on the board of Hawkeye, the company which provides the closed circuit camera system. Bringing the system to Wilkes-Barre was one of Mr. Murphy's projects and one the City is very proud of.

Reference Notes
J. J. (John Joseph) Murphy

Mr. Murphy is consistently conscientious. He is easy to talk to, a commendable quality not often found in others. He listens to what you have to say then moves forward. Because of Mr. Murphy's leadership, Wilkes-Barre has a good bond rating.

Mr. Murphy works very well with his elected officials because he is very open and transparent. He is very accessible and returns calls immediately. They did not always agree on every issue, but they had a strong professional working relationship. Mr. Murphy is a people person, and he interacted well with all department heads. He kept Council informed by holding bi-weekly meetings with the staff before each Council meeting. He identified any problems or concerns the employees were having and brought those issues to the Council for discussion.

Mr. Murphy worked with the GOALS Foundation to fund community projects for groups which lacked financial resources. He handles the public well and is very customer service oriented. He is concerned about the end product. He ensures his city is doing its best for the residents.

Mr. Murphy solves problems by reaching out to others to find out what they think is the most appropriate solution. He then makes an informed decision. The new accounting system he adopted is a perfect example of his innovative approach. The City was not computerized before his arrival and now they have a new, fully operational computer system.

Everything in Wilkes-Barre seems controversial, but nothing Mr. Murphy has ever done was unethical. Mr. Barrett would hire Mr. Murphy. He is a great administrator.

Words or phrases used to describe J.J. Murphy:

- Honest,
- Conscientious,
- Easy to talk to,
- Respectful to others,
- Considerate, and
- Concerned.

Strengths: Cares about public service; and sincere in his beliefs.

Weaknesses: Works too hard.

Rick Cronauer – Former Councilman, Wilkes-Barre, PA

Mr. Cronauer has known Mr. Murphy since 2002. He was a Councilman when Mr. Murphy was hired. Mr. Cronauer is an electrical contractor by trade, and worked with Mr. Murphy in that capacity. Mr. Cronauer thinks the world of Mr. Murphy and only has good things to say about him.

Reference Notes
J. J. (John Joseph) Murphy

Mr. Murphy's job performance was beyond excellent. He works extremely well with his elected officials. Their interactions were exceptional. The potential for conflict always exists between a Council and its City Administrator. However, their Council never had any conflicts with Mr. Murphy. He corresponded through email, telephone, and in meetings. He requested personal meetings with every council member to keep each of them equally informed.

Because of his military background Mr. Murphy is quite good at working with the public. He is customer service oriented. He tries very hard to solve problems while considering budget restrictions and the decisions made by Council. In discussions Mr. Murphy only references positive aspects of a situation or idea; he does not dwell on the negative circumstances.

Mr. Cronauer asked personnel in the Department of Public Works to address a situation with a constituent, but they were unresponsive. Mr. Cronauer called Mr. Murphy to ask for his help. The situation was resolved within 24 hours.

Mr. Murphy makes good decisions. He labors over them if he has to. He gathers as much information as possible to properly judge the situation. He does investigative research when needed. He makes good personnel recommendations and accomplishes tasks in a timely matter.

The political body in Wilkes-Barre is always under the microscope. Controversies often occur. Allegations brought against Mr. Murphy were investigated, and he was cleared of any wrongdoing. Mr. Cronauer is not aware of anything controversial in his personal life.

Mr. Cronauer would hire Mr. Murphy without question and respects him very highly. Mr. Murphy is a very qualified Manager.

Words or phrases used to describe J.J. Murphy:

- Respectful of others,
- Military background,
- Knowledgeable,
- Positive,
- Organized, and
- Good communicator.

Strengths: Organization skills, communication skills, and delegates well.

Weaknesses: None identified.

Prepared by: Lynelle Klein
Colin Baenziger & Associates

Section 10

CB&A Internet Research

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

CB&A Notes on J.J. Murphy's Internet

Two articles appeared recently in the press that caused us some concern. The first (see pages 49-50) represents that Mr. Murphy lied about being considered a finalist in the Las Cruces, NM, City Manager search. We asked Mr. Murphy about the article and he provided the following as documentation of his claim:



J.J. Murphy [REDACTED]

Las Cruces, New Mexico - City Manager Search

3 messages

Catherine Burton [REDACTED]

Mon, Apr 11, 2016 at 8:21 AM

To: [REDACTED]

Good Morning,

I am contacting you on behalf of The Mercer Group and the City of Las Cruces, New Mexico. You have been selected as a finalist for the Las Cruces City Manager position.

Please let me know as soon as possible if you are still interested in pursuing this opportunity and if you would be available to interview in Las Cruces on Friday, April 29.

After I receive your response I will send you additional information to continue the process.

Congratulations and have a great day!

Catherine Burton
Senior Associate
The Mercer Group

Consequently, we believe you can disregard that article. As an aside, reading the press coverage surrounding the Las Cruces search has been very confusing so this situation does not surprise us.

The second article (see page 47-48) seems to imply Mr. Murphy abused his position to hire a firm from Pennsylvania to conduct a legal review for the City of Hobbs. It also states the matter is being investigated by the New Mexico State Auditor's Office. We asked the Mayor of Hobbs and two of the Commission Members about the matter. They all spoke extremely highly of Mr. Murphy (see the reference notes) and said that, even though Mr. Murphy had the authority to hire the consultant without Commission approval (up to \$60,000), he had informed the Commission of what he was intending to do. The person hired is an expert in constitutional law and the City was pleased with the results. We also learned the State Auditor is investigating which is what

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

they do when they get a complaint. In fact it is the second of two complaints. The Office has investigated the first and found nothing wrong (see page 44). Mr. Murphy fully expects the same result with this investigation. Based on our conversations with the elected officials, we believe that will be the result as well.

One final note is apparently Hobbs has two bloggers, Nicolas Maxwell and Byron Marshall, who do not like the City or Mr. Murphy. It is our understanding that Mr. Maxwell (who filed the complaints mentioned above) has requested an enormous number requests for city records (over 70 since the beginning of the year). Mr. Murphy tells us Mr. Maxwell was pulled over December 31, 2015 and arrested for driving a car without insurance and not having valid registration. At the time, it was also found that he did not have a valid license due a previous DWI. Mr. Maxwell asked the City Attorney to drop the charges and when the City refused, he began filing public records requests. The City complied with all requests and then Mr. Maxwell then filed the two complaints with the state. Mr. Murphy's assumption is Mr. Maxwell is trying to pressure the City into dropping the charges. The other blogger, Mr. Marshall, is mentioned in the article ending on page 48 (see the highlighted portion). We have been told he is a convicted felon.

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COPY

The Disciplinary Board
AGENCY OF THE SUPREME COURT OF THE
STATE OF NEW MEXICO

29 First Plaza, Ste. 710
Albuquerque, NM 87102

Phone (505) 842-3781 • Fax (505) 766-6833

CONFIDENTIAL

July 23, 2016

Nicholas Ray Maxwell

Re: Complaint against Alan F. Wohlstetter

Dear Ms. Maxwell:

The office of disciplinary counsel has looked into your complaint against Alan F. Wohlstetter, alleging that Mr. Wohlstetter is engaged in the unauthorized practice of law in New Mexico. The Board has determined that Mr. Wohlstetter has not violated the provisions of New Mexico law pertaining to out-of-state attorneys nor the rules prohibiting the unauthorized practice of law and, for that reason, is dismissing your complaint.

Mr. Wohlstetter's work in developing policies and procedures for the City of Hobbs consistent with the Fourth Amendment of the United States Constitution arise out of or are reasonably related to his law practice in the jurisdictions in which he is licensed. *See* Rule 16-505(F)(2) NMRA. Moreover, when any issues on which Mr. Wohlstetter is working involve New Mexico law, Mr. Wohlstetter associates and consults with counsel admitted to practice in New Mexico, specifically Hobbs City Attorney Michael Stone. *Id.* Consequently, Mr. Wohlstetter appears to be in compliance with the rules applicable to his work in the matter about which you complain.

Accordingly, the Disciplinary Board will be taking no further action. I do, however, want to thank you for bringing this matter to the Board's attention and allowing me to look into it.

Sincerely,

William D. Sleaze
Chief Disciplinary Counsel

cc: Disciplinary Board Chair
Alan F. Wohlstetter

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(Articles are in reverse chronological order)

EverythingLubbock.com
Published 09/12 2016 10:02AM
Updated 09/12 2016 10:04AM

Hobbs Collaborates on \$63.5 Million Recreational Facility in Unique Public-Private Partnership
By News Release & Posted By Staff

HOBBS, NM (NEWS RELEASE)

It has been 4 years now since the joint concept was conceived. That is exactly what it started out as, a concept. Then many meetings with private and public entities were made, hours were spent, input was received, volunteers contributed, experts were contacted, and days were lengthened. After thousands of hours of dedicated work and evaluation, it is now time for execution of this state-of-the-art facility. On Monday, August 1st, 2016, at the Hobbs City Commission meeting, the Commission passed the grant agreement between the J.F Maddox Foundation, the construction contract with Haydon Building Corp, and the authorization for construction administration services from Barker Rinker Seacrat Architecture. This gives the City of Hobbs the authority to move forward on constructing this \$63.5 million multi-generational recreation center.

This \$63.5 million recreational facility will be like no other in the region and will supply the area's economy with up to 300 jobs during construction. It will include numerous meeting areas, an indoor soccer field, a multi use indoor court, an indoor lap pool that meets NAIA, NCAA, and high school regulations, an indoor therapy pool with 1,100 square feet of water surface area, an indoor track that will wrap around the inside of the facility, and an indoor recreational pool with 3,300 square feet of water surface area. The recreational pool will have 2 water slides. The body slide will have a 32" diameter and be 262' long. The tube slide will have a 52" diameter and be 425' long – that is longer than a football field! The two slides will start from the concrete tower 40'-3" above the pool deck, making it the highest indoor slide in New Mexico. All this activity will revolve around a central core in the facility, where the indoor play area will be. This core symbolizes the synergy of so many individuals that made this entire project possible.

It was the synergy that the City of Hobbs, Hobbs Municipal Schools, New Mexico Junior College (NMJC), the J.F Maddox Foundation, University of the Southwest (USW), and Lea County created in order to improve the quality of life in our community. Here, children will have a place to gather and participate in numerous extra curricular activities together. The community's quality of life as a whole will be largely increased. This investment will make the area more attractive for companies to expand as their employees will benefit from our recent investments in affordable housing, quality of life initiatives, and multiple investments in public safety.

The president of NMJC, Kelvin Sharp, who recently entered the position after the retirement of Dr. Steve McCleery, stated on Monday, "What a tremendous asset this facility will be to the

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

community. Its unique design and features will truly support and enhance the wellness of our citizens.”

City of Hobbs Mayor, Sam Cobb, stated at Monday night’s City Commission meeting, “The recent downturn in the oil patch has reminded us all of the need to diversify our local economy. We are well on our way to creating a destination for Hobbs and Lea County that will be the envy of not only small towns in our country but many of the metropolitan areas as well. The proposed facility will provide recreational opportunities for all ages both for visitors and residents and will be a powerful recruiting tool for our economic development efforts. It will truly put Lea County on the map for a special place to ‘Live Work and Play.’”

Hobbs City Manager, J.J. Murphy, stated, “This facility is a game changer in our community. This public-private partnership embraced the vision of making this the community’s multi-generational recreation facility in every step of the way. After all the success of Rockwind Community Links, I am humbled to be a part of another impactful project which will be a model for other communities to follow. We stand together and redefine the term ‘public-private partnership’ where six public and private institutions came together to collaborate on a true center of recreational excellence.”

Following the statements from Cobb and Murphy, Murphy gave a PowerPoint presentation of the facility spread out on 12 acres. He displayed photos of the interior and exterior of the facility. At the end of the presentation, he played a video of a virtual experience around the outside of the facility, at the end of which the individual traveled down the entrance road and arrived at the front doors where the flag of the United States of America and the flag of the state of New Mexico are waving in the wind.

The date of groundbreaking will be announced once scheduled. Construction will last approximately 22 months from the start date.

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Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
September 9, 2016

Former W-B administrator's business dealings with attorney receive scrutiny in N.M.

Former Wilkes-Barre City Administrator **J.J. Murphy** is under fire in New Mexico for his continued business dealings with a Philadelphia attorney who he worked with on several controversial projects in Wilkes-Barre — including one that led to federal subpoenas being served. The New Mexico State Auditor's Office confirmed Thursday it has launched an investigation into **Murphy**, who has been city manager of Hobbs, New Mexico, since August 2012. A citizen of Hobbs recently filed a complaint asking for the probe into **Murphy** for authorizing the cross-country hiring of attorney Alan Wohlstetter in 2014 as a \$475-per-hour-consultant for a surveillance system in Hobbs.

Wohlstetter held a similar position years ago in Wilkes-Barre — making \$510 an hour — when **Murphy** was city administrator there. "We knew we'd have to pay his family to relocate here. We weren't expecting to pay for his friends to come here too," Nicholas Maxell, the 27-year-old Hobbs resident who filed the complaint, said Thursday in a phone call. "He decided to get his old friends down here involved in Hobbs city business. We're trying to get the state to look at this."

Justine Freeman, a spokeswoman for the New Mexico State Auditor's Office, confirmed the investigation into the complaint against **Murphy**, but declined further comment.

Murphy and Wohlstetter have a long history of working together on public-private partnerships. One included Hawkeye Security Solutions, a board which managed the Wilkes-Barre surveillance camera network. **Murphy** had been paid an annual \$3,000 stipend — in addition to his nearly \$80,000 salary — to serve on the Hawkeye board, while Wohlstetter charged \$510 an hour to be the organization's solicitor.

Murphy later recommended former Mayor Tom Leighton hire Wohlstetter's law firm — Fox Rothchild — to help the city explore the possibility of leasing the city's parking assets. **Murphy's** brother, Patrick — a former U.S. congressman, was a partner in the law firm at the time and was running for state attorney general. After **Murphy** stopped working for the city, he signed on as a consultant for Fox Rothchild for the parking deal and got paid \$300 an hour. Wohlstetter charged \$535 an hour. After paying Fox Rothchild and its consultants about \$145,655, the city's parking authority in June 2012 abandoned plans to lease the city's parking infrastructure, claiming it was misled, intimidated and overcharged during the process.

The U.S. Attorneys Office for the Middle District of Pennsylvania in April 2014 issued subpoenas to the parking authority for all records involving Wohlstetter and **Murphy** regarding the ill-fared deal. No charges were ever filed. A representative for the office on Thursday declined to say whether the investigation remains active. "The U.S. Attorney's Office has no comment," spokeswoman Dawn Mayko said.

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John J. "J.J." Murphy

(Articles are in reverse chronological order)

Months after the subpoenas, Wohlstetter joined a new law firm — Zarwin Baum in Philadelphia — and inquired with **Murphy** about helping with the surveillance camera system in Hobbs, the complaint filed in New Mexico said. Hobbs hired Wohlstetter for \$475 an hour up to \$50,000 according to the complaint, which includes a copy of the contract. Wohlstetter did not return an email and call on Thursday. He declined comment earlier in the week when reached by a reporter for a New Mexico political news website.

Murphy told the site he's confident that he and the City of Hobbs "have been compliant with all local, state and federal procurement policies." He was not in the office Thursday, a staffer said. **Murphy** later returned an email, saying he was not available because he was traveling.

The complaint filed against **Murphy** also criticizes him for approving a contract with Medico Consulting Group in Fort Worth for waste and recycling consulting services in Hobbs. The business was paid \$28,500, the complaint says.

The complaint points out that Pennsylvania Department of State records indicate the business was created on May 20, 2014, a day after Hobbs, New Mexico, issued a request for proposals. Interested parties only had 10 days to submit proposals, the complaint says. Documents found on Hobbs' website indicated the city only receiving two proposals, and Medico was awarded the contract.

No one answered a call placed to a phone number for the business and the voice mail was full and could not accept messages. Byron Marshall, a New Mexico blogger who has extensively detailed his gripes with **Murphy**, said the City of Hobbs got little for their money. "No consultant was needed," he wrote. {CB&A highlight}

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Las Cruces Sun-News (NM)
July 12, 2016

**City manager falsified info on job application
Murphy said he was 'finalist' for position**
Author: Heath Haussamen; NMPolitics.net

J.J. Murphy claimed to be a “finalist” for the open city manager job in Las Cruces earlier this year when applying for another city manager position in Dunedin, Florida. But officials in Las Cruces have not named finalists for the job, Mayor Ken Miyagishima confirmed. The mayor said he had “never met with, spoken to or interviewed **Mr. Murphy**, ever.”

The contradiction revealed by public records may be relevant to the current debate in New Mexico about whether applications for high-profile public jobs like city manager should be kept confidential.

Murphy, currently the city manager in Hobbs, was clear in an April 18 email to The Mercer Group, the private firm that is running the Las Cruces city manager search and also ran Dunedin's search. “Attached please find my cover letter and resume for the Dunedin City Manager position,” **Murphy** wrote in the email. “While I am currently a finalist for Gainesville, FL and Las Cruces, NM right now, I do not want to miss your deadline in case I am not selected for one of the above positions.”

The email was provided to city officials in Dunedin, who posted it online along with **Murphy's** resume and cover letter and applications submitted by others. At the time, **Murphy** was a finalist for the job in Gainesville, though he was not hired. Dunedin decided to put its city manager search on hold until after November's election, saying it wasn't happy with the applicants The Mercer Group's search produced.

Officials in Las Cruces similarly weren't satisfied with their initial applicant pool. The Mercer Group received 51 applications and forwarded 11 to city officials for consideration in March – including **Murphy's**. Las Cruces officials interviewed three candidates – not including **Murphy** – before saying they were continuing their search, which is ongoing.

Murphy refused to answer questions about why he called himself a finalist for the Las Cruces job. “I am on vacation and will not be discussing anything with you but my award-winning work in Hobbs,” **Murphy** wrote in an email to NMPolitics.net. “Have a nice day!”

The importance of transparency

In New Mexico, state law requires disclosure of all applications for most high-profile public jobs. An exemption allows secrecy in the case of applications for a public university president job except those submitted by finalists.

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Las Cruces has released the 11 applications it received from The Mercer Group but has refused to release dozens more, arguing that the private contractor, not the city, has possession of them so they don't have to be released. NMPolitics.net has sued the city and The Mercer Group, arguing that the city can't avoid transparency law by outsourcing government services. The case is pending.

Some argue that public disclosure discourages people from applying for public jobs. But Murphy's claim may provide an example of why releasing applications is important. If Las Cruces hadn't released Murphy's application, the public might not know he had applied for that job. And if Dunedin hadn't posted Murphy's email and application online, the public might not know that he said he was a finalist in Las Cruces when he was not.

Citizens of Hobbs and elected members of that city's commission – Murphy's bosses – might be interested to know about his claim. So might citizens and governing officials in cities including Las Cruces and Dunedin where Murphy has applied for other jobs. "When it's a public job, there are certain privacy rights you give up when you apply," said Susan Boe, executive director of the nonprofit New Mexico Foundation for Open Government. "If you're a public official you've just got to expect that anything you do is going to come out."

Boe said people have a tendency "to always put a good gloss on our applications for jobs." Disclosure, she said, "may force applicants for public jobs to be very careful about what they say and how they present themselves."

'A red flag'

Boe also questioned The Mercer Group's role in the Las Cruces and Dunedin searches. Were they aware that Murphy claimed to be a finalist in a search they were running when he was not a finalist? "That's what they're supposed to do, is be on top of stuff like this," Boe said. "If I'm running a search firm, which I haven't, that would immediately set off a red flag."

NMPolitics.net emailed officials with The Mercer Group who were involved in the Las Cruces and Dunedin searches to ask why the company didn't catch Murphy's claim. W.D. Higginbotham Jr., a Mercer Group senior vice president in Florida, responded to say his only comment was that NMPolitics.net's email "presents some assumptions and conjecture as fact when in 'fact' they are not."

Higginbotham didn't respond to a follow-up email asking what was not factual.

Internet - Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

NewsWest9.com

March 14, 2016

Hobbs officials spend thousands visiting Italy to examine pools

Author: Julia Deng

HOBBS, NM (KWES) - Taxpayers questioned city spending after public records revealed three Hobbs officials spent nearly \$8,000 traveling to Italy. "I'm a little disappointed I wasn't invited," one Hobbs man joked. Mayor Sam Cobb insisted the four-day, four-figure trip last month was "fiscally responsible" and said he approved the travel expenses so city employees could examine pools designed by Myrtha, a company headquartered in Italy.

City Manager J.J. Murphy, Parks and Recreation Director Doug McDaniel and General Services Director Ronny Choate were tasked with studying the products and determining whether or not to recommend them for the planned Health, Wellness and Learning Center in Hobbs, Cobb explained. "They followed their itinerary, they got on the plane and they came back," he said. "So it was certainly not a 'fun and games' activity for the city staff." The three men spent their time in Italy shadowing Myrtha teams, examining pool operations and exploring the products' safety functions, according to Cobb. He said the nearly \$8,000 travel expense was a "drop in the bucket" compared to the \$61 million allocated for construction of the health center. About \$12 million will be spent on the facility's multi-pool aquatic center, the mayor added.

The Health, Wellness and Learning Center is a joint collaboration between various public and private entities including the city of Hobbs, Lea County, Hobbs Municipal Schools, New Mexico Junior College, University of the Southwest and Albuquerque-based Dekker/Perich/Sabatini. Groundbreaking is scheduled for July. Construction is expected to last approximately 18 months, according to the mayor. "At the end of the day, the city of Hobbs is ultimately responsible for the operation of the facilities, so we just really wanted our staff to have more of a hands-on [experience] with the manufacturing process and the installation process," said Cobb. "That's money well spent in my mind."

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

KRQE News 13
August 24, 2015

Hobbs City Manager turns down raise
Author: Chelo Rivera

HOBBS, N.M. (KRQE) – An unusual move by a city official. The Hobbs City Manager is turning down a raise. **J.J. Murphy** declined the three-percent merit raise for his job performance saying others needed the money more. **Murphy** tells the Hobbs News-Sun that others are being laid off and that his kids aren't going to go hungry if he doesn't take the raise. **Murphy** did take the two-percent raise all city employees got this year. He gets paid about \$177,000 a year.

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John J. “J.J.” Murphy
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<http://www.securityinfowatch.com/article/12104169/oil-boom-fuels-surveillance-overhaul-in-hobbs-nm>
August 18, 2015

Oil boom fuels surveillance overhaul in Hobbs, N.M.
Author: Joel Griffin On

Located in southeast New Mexico near the Texas border, the City of Hobbs is home to a population of about 45,000 people. Fueled by a boom in the oil and gas industries, the city has also experienced a tremendous amount of growth over the past seven years. With that growth, Hobbs has also enjoyed additional financial resources, which is one of the reasons why the city recently decided to overhaul their existing video surveillance infrastructure.

According to Hobbs City Manager **J.J. Murphy**, one of his goals when he was hired by the city three years ago was to take the disparate camera systems that existed within various departments and the school system and integrate them together. Including the school's surveillance assets, **Murphy** said the city has close to 1,000 cameras. “My intent was to collaborate with the schools and make sure all of our systems moving forward were going to be on the same network and all going to our intelligence center,” explained **Murphy**. “We had multiple, independent systems that didn't talk to each other where the police would have to go out to various locations just to even get copies of footage. There was no one centralized data collection point.”

In addition to enhancing the safety of students in schools and residents in public spaces, **Murphy** said they wanted to be able to quickly and efficiently provide police officers in the field with more information as they respond to calls for assistance. “Having seen some of the national incidents involving active shooters, specifically in school environments, I wanted to give our officers better situational awareness and a tactical advantage,” added **Murphy**. Both the city commission and police department were unified in their desire to invest in video technology, according to **Murphy**, as they realized it could serve as a force multiplier like it has done in so many other jurisdictions across the country. The biggest challenge would come on the technical side in streamlining the various systems together into a single, unified solution and also upgrading out of date technology.

Although it took about a year to bring everything online, all of the city's cameras have now been consolidated into a single monitoring facility know as EAGLE IC, short for Emergency Action General Law Enforcement Intelligence Center. Unlike municipal surveillance initiatives that have been criticized by privacy advocates in some pockets of the country, **Murphy** said that they have received a lot of support from the community in Hobbs.

“The community has rallied behind it and we have had community groups that have taken tours of our intelligence center,” he said. “We recently had an attempted murder where the assailant's car was captured on some of our camera feeds and some of the other camera feeds in the community. With good police work, our officers were able to find his location, which was over 100 miles outside our community.”

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Murphy said they hope to grow the system in the future and to incorporate cameras from the private sectors as a part of that effort. “The current stage of our deployment only includes governmental agencies. We do have a partnership with the county sheriff’s office and the state police where they have access to our intelligence center. We have rooms setup where if there was an operation with our drug task force that they could go in there and utilize our camera system,” he added. “We have multiple public partners on this project. Eventually, we may also look to partner with some private entities. Our community passed a resolution to mandate that any housing project built with over 10 apartments is required to put in a surveillance system that feeds back to our command center. The first couple of projects are going to be built out this year and they will be our first private partners.”

With the financial reserves Hobbs has been able to accumulate in recent years, **Murphy** said the city has allocated more funding to public safety, not just in terms of acquiring technology but also putting more officers on the streets. “We’ve been able to use this oil boom to conserve over 40 percent budget reserves and, in the last three years, we’ve gone from 62 police officers to 98 officers so we’ve had a 40 percent increase in patrolmen,” said **Murphy**. “That has helped us see a 20 percent reduction in the overall crime. We are putting our fortunate budget reserves into improving the community’s public safety.”

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Hobbs News-Sun
January 21, 2015

**Commission approves budget adjustment
\$7.3 million unanimously slashed due to drop in oil prices, cuts are to ‘cosmetic’ projects**

Faced with the continued plunge in oil prices, and its probable impact on the local economy, the Hobbs City Commission voted unanimously during its meeting Tuesday to slash \$7.3 million in expenditures while projecting a stable fiscal outlook through June. The vote to adjust the city’s spending plan at mid-year was an anti-climatic formality that followed an hour-long work session where City Manager J.J. Murphy and Hobbs Finance Director Toby Spears briefed the commission about expected changes in gross receipt taxes — and how it would affect Hobbs’ general fund. The precautionary review was aimed at reducing expenditures by \$10.5 million as revenues decreased for fiscal year 2014-2015 by \$3.1 million. This amounted to a drop in spending, or a budgetary cash increase, of about \$7.3 million, Spears explained. Thirty-four city positions need to be filled, but Spears said he couldn’t say where the vacancies were.

On Monday Murphy revealed the city will hold back on planned improvements on Joe Harvey Boulevard and delay requesting bids to improve Green Meadow Lake, which are projects Murphy described as “cosmetic” wants, but not dire necessities. Any more budgetary reductions could be addressed in March or April but Spears said he doesn’t foresee any more changes. The GRT was originally budgeted at \$72 million. Despite the volatility the oil and gas market has shown, the actual gross receipt taxes in Hobbs amounted to \$49.8 million for the general fund during the past seven months. This means that Hobbs received a monthly GRT of \$7.1 million, which is higher than the \$6 million in GRT the city budgeted for this fiscal year. In general, Hobbs received 69.2 percent of those budgeted funds through that seven-month period so far, Spears said. “We got nine months of GRTs in seven months,” Spears said. Hobbs is going to need a monthly minimum of \$4 million in GRTs for the next five months but Spears said after the meeting “we’re pretty confident that the city will meet its budget.”

Commissioner Jonathan Sena praised the work Murphy and Spears put into their Powerpoint presentation, adding that the need to readjust Hobbs’ budget “doesn’t come as a surprise to us.” “But I believe we’ll be alright,” Sena said. Mayor Sam D. Cobb said Hobbs won’t “crawl up into a fetal position” over the issue as the “the economy will come back, as well as the price.” In other news, the commission voted 6-0 to revise the admission prices for all three city-owned public swimming pools by charging adults \$2 and requiring children under the age of 7 to have a parent or adult guardian with them in the water. Commissioner Joe Calderon left the meeting early.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
October 4, 2014

City manager gets good evaluation

Author: DENISE MARQUEZ

Hobbs City Manager **J.J. Murphy** may be getting a \$5,000 raise thanks to the city commission's good evaluation of his annual performance. Mayor Sam Cobb and city commissioners met Thursday in a closed executive session and evaluated **Murphy's** past year's performance as city manager. **Murphy** has been the Hobbs city manager since August 2012.

Cobb said **Murphy** will receive a three percent merit raise, which he said is in accordance with the city budget for any city employee that meets or exceeds the goals that have been placed before them. Last August, **Murphy's** annual salary was raised from about \$142,700 to \$165,000. Cobb and the commissioners said they are pleased with the job **Murphy** has done in the past year.

Commissioner John Boyd said **Murphy** is performing well and appreciates his hard work. “I think the commission is in agreement that J.J. is doing a fine job as the city manager,” he said. “He’s being very aggressive and he’s a hardworking young man and doing what a city manager should do. I think we have a good, open communication with him. I have the highest regards for him in his position as a city manager. I think he’s doing find.”

“I have a lot of experience (with city managers),” Commissioner Joe Calderon said. “This is the fourth city manager that I’ve worked with. There is seven of us on the city commission and it’s difficult for a person to work with seven bosses. We see the good that he’s doing. He’s a people person and the work that he’s doing for the city is just great.” Cobb said **Murphy** has been a great asset to the City of Hobbs and has helped the commission in growing the community. “His desire to be part of a vibrant and growing community and his desire to be here for the long term and raise his family here always helps the commission in the decision making process as we look at numerous multi-year projects,” Cobb said. “We (the commission and **Murphy** will continue to work together to identify areas where we both can be better in serving the public and continuing to make the city an organization that its employees are proud to be part of.” **Murphy** said the main reason for the commission's approval goes back to the City of Hobbs employees. “I feel like any good championship coach who is surrounded by a great team and I appreciate their hard work and feel blessed to lead them,” **Murphy** said.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
September 24, 2014

System using cameras across Hobbs goes online
Author: TODD BAILEY

The City of Hobbs got a little safer on Tuesday. The police department's Emergency, Action and General Law Enforcement Intelligence Center (EAGLE IC), officially went active. The center can use security cameras from throughout Hobbs, including those at each of the Hobbs Municipal Schools, to help HPD, fire department and emergency medical services in any emergency situation. The system was tested in early August when HPD officials ran active shooter scenarios for about a week at the Hobbs Freshman School. “This gives our first responders critical and real-time information on what’s going on as they are getting (to the site of the potential incident) and when they are in the building by tying all of the interior cameras together and giving them information they can’t see,” said City of Hobbs Manager J.J. Murphy.

The system is located at the former HPD dispatch area. When the dispatch was moved to a county-wide dispatch system at the Lea County Communications Authority, the HPD dispatch area was vacated. In late 2013, the Hobbs City Commission approved a \$2 million budget to renovate the area for the EAGLE IC system. The system was created by TSG Solutions and was built in nine months. Murphy said Tuesday that he believes the renovation of the project costs around \$1.3 million. “In looking for a place to house an intelligence center, this place fit the bill,” said Tom Newton of TSG Solutions. “With its raised flooring and other items, the dispatch room was a great place to move put this center in.”

In January the commission approved to dedicate the EAGLE IC to 2014 Hobbs High graduate Tori Kleinsteuber, who died from a rare form of cancer called sarcoma. A plaque dedicating the center in her honor is on display outside the main entrance. Her father, Mark, also attended the opening. “It’s pretty awesome to have something named after Tori and allow her legacy to continue to live,” said Mark Kleinsteuber. “She really did love Hobbs and was really a big positive influence on safety and concern for safety for this city. She loves this city and only wanted good things for Hobbs.”

The system, to start, will primarily be active during the school hours. HPD Lt. Brian Belyeu is assigned to head the system with a staff of four HPD officers. During Tuesday's opening, staff gave an example of how EAGLE IC works. Sgt. Joe Wall and Officer Isaac Martinez were in radio contact with a resource officer at the freshman school. Through Wall's instructions, the officer walked around the school while constantly being monitored through the system. The system will also be used for a number of security measures outside of the schools. Belyeu said EAGLE IC is hooked in with cameras at many busy intersections, parks and business areas.

It can be used to deter all types of criminal activity, from identifying shoplifters who have left a department store to wreck-less driving. City of Hobbs attorney Mike Stone inquired on whether an incident, like a car accident at a major intersection, can be recorded and used as evidence.

Section 10

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John J. “J.J.” Murphy

(Articles are in reverse chronological order)

“Depending on the angle of camera at the intersection it is possible to do that,” said Newton said. “The system is capable of recording items. We have a stack of DVDs or any other things needed for a chain of custody.”

Belyeu said there is a phased plan of expanding the reach of EAGLE IC. Currently it is located at all the schools, city buildings, areas along Joe Harvey Boulevard, Grimes Street, Bender Boulevard and Turner Street and at five parks. “We are limited in some areas like along Broadway, where we want to add cameras in future phases,” Belyeu said. “From a public safety aspect, I’d like to focus on getting more cameras in our parks, especially like Del Norte and expanding that coverage, as well as expanding coverage at other parks, even along the walking trail along the Lovington Highway.”

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
September 24, 2014

Hobbs sets another GRT record
Author: TODD BAILEY

Another month, another record-breaking gross receipts tax amount. Such is the case for the City of Hobbs and its thriving economy. July's booming business activity resulted in a September GRT revenue distribution of \$7.87 million from the State of New Mexico. The amount breaks the previous record of \$7.3 million set last month. Gross receipts are defined by the state as the total amount of money businesses receive through selling or leasing of property or goods in New Mexico, or through performance of services.

It is the fifth time in the past two fiscal years that Hobbs has collected more than \$7 million in GRT revenues. That's the kind of statistic that puts a smile on many city officials' faces. "When we get news that the GRT numbers have once again increased, we can't help but be excited about the positive conclusions that can be drawn from this," City of Hobbs Manager J.J. Murphy said. "However, we still remain focused on our priorities and maintaining our vision, which includes continuing to plan for what the community needs now, and into the future." City officials have stated that GRT revenues go directly to help fund city projects in housing and infrastructure, public safety and quality of life initiatives. While the state requires an 8 percent cash reserve, the City of Hobbs keeps its reserve at 30 percent.

While the growth is mostly due to the increased business from the oil and gas industry, city officials believe there is something to be said of the other sectors of business in Hobbs. "We are seeing growth in a broad array of services and industries that are Hobbs based businesses," said City of Hobbs Mayor Sam Cobb. "We are focused on continuing to encourage businesses of every type to be based in Hobbs. In the next few weeks and months, our residents will see our strategy evolve in improving the quality of life in the community and continuing broad based, diversified economic growth in the Hobbs and Lea County economy."

The state Taxation and Revenue Department reported there was \$383 million of gross receipts in Hobbs across all industries in July, and 35 percent, or nearly \$133.6 million, is directly attributable to oil and gas. "But not all of those gross receipts are taxable," said Hobbs Chamber of Commerce Executive Grant Taylor. "Of the nearly \$7.9 million distribution, 41 percent came directly from oil and gas companies. That's as high a portion of Hobbs GRT in one month for oil and gas as I've ever seen. July and August were 38 percent, for example. Retail paid about \$1,021,000, accommodation and food service paid about \$626,000, and construction and wholesale were about even at roughly \$525,000."

Taylor said when he moved to Hobbs in 2008, the GRT distributions to the city topped \$4 million six times. Now Hobbs is on the threshold of an \$8 million distribution. All while the city's gross receipts tax rate stands at 6.8125 percent — the lowest of any city of considerable size in the state.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

From a skeptic's point of view the question is obvious, how long will the boom continue? “Of course, every business visitor asks me that question,” Taylor said. “We’re optimistic that the price of oil will remain elevated for years, not months, as it has for the last six. Whether it’s wishing for it, talking about it or lobbying for it, if we can cause the United States to ease – or altogether lift – the 40-year ban on crude-oil exports, this thing will blow wide open and we’ll all be more confident in the longevity of this elevated pricing.”

With the exception of 2013, the GRT growth in the month of September has shown a steady increase since 2010’s amount of just more than \$2 million. “From a finance perspective, Hobbs continually has record-setting gross receipts tax due to the economic activity as it relates to increased capacity for labor, construction and services,” said City of Hobbs Finance Director Toby Spears. “The first quarter of this fiscal year shows the city is trending higher from the previous year.” Taylor said he spends each day talking with representatives from outside companies who are interested in Hobbs. As commerce continues to grow, so does the need for housing. “The more multi-family housing we can get on the ground, the more accessible the pricing becomes for service-industry workers, and the more we can satisfy the workforce needs of our retailers and restaurants,” Taylor said.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
June 19, 2014

Quality of life is city’s focus

Manager: Parks and recreation upgrades were focus of 2014 fiscal year

Author: DENISE MARQUEZ

The City of Hobbs has invested four times the amount of money in its parks and recreation projects this year than most municipalities across the country. During Wednesday’s Hobbs Police Department’s Coffee with Cops, City Manager J.J. Murphy discussed the current state of the city with residents in attendance.

According to **Murphy**, about 29 percent of the 2014 fiscal year’s general fund was budgeted for parks and recreation needs and projects. “Most communities throughout the country invest 3-8 percent on their parks and recreation (of their budget),” **Murphy** said. “We’re talking over \$100 million of projects to increase the quality of life in our community. While we still have to come up with solutions and go out to the community and find out what they want, we have things (going on) like our golf course, the event center and the potential upgrades there and the equine facility we’ve talked about.”

The \$10 million golf course renovation project that is in the works will include an 18-hole course and a nine-hole, par three course. The golf course is planned to be complete by spring 2015. The equine facility project is part of the countywide Quality of Life Initiative that was developed by the city, Hobbs Schools, New Mexico Junior College and the Lea County Commission. Throughout the past year, city officials, staff and residents have toured many equine facilities around the country to get an idea of what kind of facility to build in Hobbs.

Murphy said city officials and staff have focused on three major improvements for the city. “We have really turned our surplus and have focused on three primary areas — our public safety investment, our quality of life investment and our infrastructure to continue to improve what we have and build out for the future,” he said. The city has put an effort in recruiting staff for Hobbs Police and Fire departments. Throughout the year, the city offered a hiring incentive for HPD and HFD to help in employee recruitment. The incentive included a \$50,000 housing incentive for a 10-year commitment and a \$25,000 housing incentive for a five-year commitment for certified personnel at HFD and HPD.

Murphy said Hobbs also saw an impressive amount of gross receipts tax funds in the past year that is used to fund many of the city’s projects. “Our 10 year trend has gone from \$21 million to \$65 million,” he said. “This year we budgeted \$58 million and we are already at \$72 million. We have a \$14 million surplus in gross receipts. It continues to diversify our economy.” **Murphy** said there are more improvements in store for the city. “It’s exciting for me as I’m talking to developers who are coming in and are talking about what they are going to build next year and the year after. You will be amazed,” he said.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
May 21, 2014

City to develop downtown block
Author: DENISE MARQUEZ

New housing, a medical center and public recreational areas may be in the works for downtown Hobbs. During Monday’s City Commission meeting, commissioners approved two real estate purchase agreements totaling about \$135,000 as part of the city’s downtown redevelopment project. Mayor Sam Cobb and Commissioners Jonathan Sena, Crystal Mullins, Marshall Newman and Joe Calderon voted, “yes” to purchase \$60,000 worth of property and Commissioners John Boyd and Garry Buie voted, “no.” Boyd, Buie and Newman also voted, “no” to purchase \$75,000 of property for the project. After the purchases, the city will own a city block bordered by White and Dunnam Streets and McKinley and Fowler Streets. The city’s ideas for the area include housing, a medical facility and some sort of recreation project. “The next step is we’re going to put in a request for proposals in the next couple of months for developers,” said J.J. Murphy, city manager. “We want to have mixed-use (project) — a housing component, maybe a medical center component and a recreational component.”

Originally, the \$60,000 real estate purchase agreement was voted down in a three to three vote during an April 7 commission meeting. The city also approved a \$830,000 purchase agreement for other properties on the block during a Nov. 18 commission meeting, which included the American Legion building at 204 E. Dunnam. Boyd said he voted against the purchase agreements because he said he thinks the city is paying too much for the properties. “I feel like when the city is paying twice what something is worth it’s not a good business move,” he said. “The American Legion (appraisal) came in at about \$250,000 and, of course, the initial deal came in at about \$500,000. We gave them about \$475,000. These properties’ appraisals aren’t coming in for what the city is willing to pay them. In my business, I would not pay twice for what it’s appraised for.” Murphy said he understands where the commissions’ votes come from and respects their decisions.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
May 14, 2014

Hobbs city budget could grow to \$200 million
Author: DENISE MARQUEZ

The Hobbs City Commission could be looking at a \$200 million budget next year. City commissioners discussed and reviewed the fiscal year 2014-15 preliminary budget during a Monday work session. Toby Spears, City of Hobbs finance director, anticipates the budget to come in at \$123 million, but could go higher. “Currently the preliminary budget is around \$123 million but the budget will probably go to \$200 million based on what I am seeing,” he said. Toby proposed the city continue on a 30 percent cash reserve. The budget also shows a 19 percent increase in the general fund revenue from \$65 million to \$77 million and a 6 percent increase from the general fund expenditure from \$66 million to \$70 million. “Those are indicators of how this fiscal year has gone,” Spears said.

The commission is scheduled to approve the preliminary budget at a July 21 commission meeting. The commission also reviewed the funding requests from organizations exempt from a city ordinance \$250,000 funding cap for community social service agencies for the fiscal year’s budget. About \$450,000 is set aside from the city’s general fund budget. Exempt organizations include the Economic Development Corporation, Hobbs Chamber of Commerce, Hobbs Hispano Chamber of Commerce, Hobbs Juneteenth Committee and the Community Drug Coalition of Lea County. “The funding levels of the exempt agencies will be on the commission agenda meeting on May 19,” J.J. Murphy, city manager, said.

According to city ordinance, the CDC has been allowed to be exempt for three fiscal years since 2011. The CDC’s exemption ended this year, which commissioners discussed allowing the organization funding through a special projects provisions city ordinance. The ordinance allows the city to fund social service agencies on a case-by-case basis. “The CDC put in a dual request for permanent exemption and a funding level,” he said. “This funding would fall under the special projects provisions in the ordinance, which would be allowable. We asked them for specific projects and where their money would be spent.” The commission plans to discuss the CDC’s permanent exemption at the May 19 commission meeting.

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John J. "J.J." Murphy
(Articles are in reverse chronological order)

NewsWest9.com
May 7, 2014

Hobbs Investing Big Money in City Employees, Hosts First Ever Leadership Program
Author: Alicia Neaves

HOBBS - The City of Hobbs is setting the bar for other city governments. They have invested thousands of dollars on their employees. Thus far, the City of Hobbs has invested \$70,000 on their employees. For the first time in history, they are hosting a three-day leadership program for not just one, but all city departments. "City services, police departments, fire departments, parks and rec, the teen center, so we have about 120 people a day," Venture Up Leadership Program Managing Director, David Lengyel, said. The reality is employees in any city don't know everyone in other departments. It's exercises like Venture Up's critical thinking, communication, problem solving and team building that make that a possibility. "Their team isn't just the people in the police department or in this teen services or fire department. It's everybody," Lengyel said.

City Manager, J.J. Murphy, says the after-effect of programs like these is that everybody can better themselves. Even himself, city commissioners and the mayor participated. "I think the greatest impact is that everyone, no matter if you've been an employee for 20 days, 20 months, 20 years, can learn," Murphy said. "If you come out with a positive attitude, you'll walk away with the things they'd like you to have." Shelly Raulston with Accounts Payable for the Hobbs Finance Department, said. They have the frame of mind that by investing this much money in their employees, it will result in better service to the city. "They're the ones that touch our residents on a daily basis. They communicate inter-departmentally and this experience today (Wednesday) shows them that they learn a little bit more about each other, some of their interpersonal skills and communication. If we're improving that, we're providing better service to our residents," Murphy said. The city manager is optimistic that the three-day program could actually serve as an example for other cities who wish to invest a little bit more in their employees.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

The Times Leader
April 15, 2014

Parking Authority records subpoenaed
Author: Bill O’Boyle

WILKES-BARRE — The investigation into the city took another turn Tuesday when the FBI subpoenaed all records of a \$20 million deal discussed in 2012 to lease the city’s parking assets that did not materialize. The subpoena was delivered to City Hall, commanding compliance by April 22. The city’s Parking Authority has been ordered to hand over all records concerning the plan. They are to be turned over to the grand jury that has been convened in the U.S. Middle District Court in Scranton. To comply, the authority must turn over all of the records to FBI Special Agent Joseph Noone in a week. Those records, from 2009 to the present, include all invoices, contracts, meeting minutes, correspondences, e-mails and electronic fund transfers concerning all business associated with the proposed plan to lease the city’s parking assets.

The contracts asked for include those entered into with attorney Alan Wohlstetter of the Fox Rothschild law firm in Philadelphia and with John J.J. Murphy, a former city administrator who had a consulting company called Goals Consulting. In June 2012, the parking authority ended the process aimed at leasing its parking assets and terminated the contracts of the Philadelphia law firm it hired and all other consultants, including Murphy. The Parking Authority met Tuesday and was informed of the subpoena.

Authority Executive Director Tom Torbik confirmed the subpoena was received and said no authority members have been ordered to testify before the grand jury. He declined further comment. Attempts to reach the authority’s solicitor, Murray Ufberg, were unsuccessful. Mayor Tom Leighton, who proposed the plan to lease the parking assets, declined comment. Drew McLaughlin, the city’s municipal affairs manager, said the Parking Authority is an independent municipal authority, not a city department. “The subpoena was only delivered to City Hall because they (the parking authority) do not have permanent offices,” McLaughlin said in an email. “The city facilitated service to their solicitor. That is all. Any comments regarding what documents are being sought and who requested them should be answered by the authority itself.”

At that June 2012, meeting, the authority decided it was not in its best interest to continue the process that could have resulted in a private firm leasing city garages, surface lots and parking meters for 30 years. The city operates the Intermodal Transportation Center and the parking meters. The authority has control over the other city parking garages and open lots. The plan had been controversial from the outset. On April 9, 2012, Leighton announced the plan as a revenue-raising initiative. He wanted to look into leasing the city’s 2,113 garage spaces, 160 surface lot spaces and 800 parking meters. He hoped to secure a \$20 million payment up front from the successful bidder.

Fox Rothschild had been retained by the parking authority to lead the process. Murphy, whose brother is a partner at Fox Rothschild, was hired by the firm as a consultant. Wohlstetter was

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John J. “J.J.” Murphy

(Articles are in reverse chronological order)

paid \$400 per hour by the Parking Authority; Murphy's rate was \$300 per hour. Both had said that these were lower rates than normally charged. Murphy, through his Goals Consulting firm, had submitted invoices in excess of \$34,000 for work done since January 2012. Murphy now is city manager for Hobbs, N.M. It was also noted during the process that Fox Rothschild had donated to Leighton's mayoral campaign.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Abqjournal.com
April 2, 2014

Hobbs is 8th –fastest-growing ‘micropolitan area’
Author: Richard Metcalf

The oil patch city of Hobbs in southeastern New Mexico, riding high on the energy boom, was the eighth-fastest-growing “micropolitan area” in the country from mid-2012 to mid-2013, according to a recent report by the Census Bureau. Hobbs, whose population grew by 2.9 percent over the 12-month period, was among cities in or near the Great Plains that dominated the fastest-growing lists of metropolitan and micropolitan areas. A common thread among most of these cities was their connection to extractive industries, primarily oil and gas. “The energy boom on the Plains ... (has) attracted job seekers from around the country,” said Census Bureau Director John H. Thompson in a prepared statement in the report.

“While the city of Hobbs is blessed with a booming economy right now, what makes us thrive is the human energy and the collaboration between public and private entities,” Hobbs City Manager J.J. Murphy said in an email about the high ranking. “We are investing in our public safety, infrastructure, education and quality of life to build a stronger community. Our leaders are committed to a pro-business attitude to diversify our economy as well as investing some of our surplus in incentives for housing growth.”

Although the only New Mexico city to make the fastest-growing rankings, Hobbs was joined on the lists by other nearby cities in the Permian Basin, an oil- and gas-bearing geological formation that spans southeastern New Mexico and part of West Texas. The nearby city of Andrews, Texas, ranked ahead of Hobbs as the fourth- fastest-growing micro area – defined as an area with an urban core of 10,000 to 50,000 people – with a growth rate of 4.1 percent. The fastest-growing micro areas were the North Dakota oil boom cities of Williston and Dickinson. In the larger metro category, or areas with an urban core of 50,000 people or more, the Permian Basin cities of Odessa and Midland, Texas, ranked as the second- and third-fastest-growing metros, with identical rates of 3.3 percent population growth. Six of the 10 fastest-growing metros were in the Great Plains. The extraction sector, which also includes mining and quarrying, showed “tremendous growth” from 2007 to 2012, the Census Bureau reported. The sector’s revenues grew by 34 percent over the five-year period, while the number of establishments grew by 26 percent and the number of employees by 23 percent.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Hobbs News-Sun
April 3, 2014

Murphy finds justice in lawsuit
Author: DENISE MARQUEZ

Despite losing the case, City of Hobbs Manager **J.J. Murphy** got the answer he was hoping for from the federal jury in Philadelphia in his lawsuit against the Radnor, Penn., Board of Commissioners. The jury said “yes” they believed **Murphy** was not hired as a township manager because of his military obligation. **Murphy** has been in Philadelphia for the past couple of weeks for a lawsuit he filed in 2010 against the Radnor Township Board of Commissioners. **Murphy** claims he was not hired for a city administrator position there because of his commitment with the Air Force Reserve.

Murphy’s trial ended Wednesday, and he said he feels justice was served. “This has been a four-and-half-year journey,” he said. “They got to hear my side of the story and they got to hear conflicting evidence from the Radnor Township officials. Sometimes the cover-up is worse than the crime.” In order for **Murphy** to win his case he had to prove there were no other reasons he was not hired. The jury’s answer was they believed there were other reasons for **Murphy** not to be hired based on the evidence presented during the trial.

Murphy applied for the manager position of Radnor Township in 2009. **Murphy** contends that the town’s commissioners discriminated against him because they were worried that his involvement with the Air Force Reserve would require him to be away too often. **Murphy** said the alleged incident is a violation of the federal Uniform Services Employment and Reemployment Rights Act, which bans employers from using an applicant’s military commitment against them during hiring decisions. **Murphy** posted on his Facebook page on Wednesday his thoughts of the outcome of the trial. “I have good news,” he wrote. “I was vindicated today when a jury agreed that Radnor Township violated the federal law against a veteran. Specifically, they unanimously voted “yes” when asked, ‘Do you find that plaintiff **John J. Murphy** has proven by a preponderance of the evidence that his obligation for service in the military was a motivating factor in Radnor Township’s decision not to hire him for the position of Township Manager?’ This is what they tried to deny all of this time.”

Though **Murphy** did not receive the back pay and damages he was seeking from Radnor, he said he feels he accomplished what he set out for. “It’s always about justice,” he said. “I was not awarded damages, but I’m one of the lucky ones. There are veterans that can’t find work that are qualified, who give up hope and commit suicide. It’s an epidemic.” **Murphy** said the bigger picture was to bring awareness of the unfair treatment of military veterans and their injustice in the American job market. “It’s hard to explain why military veterans come back from any of their duties — highly trained and highly skilled — but yet have a higher percentage unemployment rate than the average American,” he said. “There are some companies and communities that want to say they are patriotic but don’t act very patriotic when it comes to

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John J. "J.J." Murphy
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hiring qualified people. This case has never been about money for me. This case was about (fixing) a wrong. Radnor Township will always go down as discriminating against a veteran."

Murphy said he normally takes about three tours a year and tries to schedule them during holidays. He also has a handful of weekend assignments that take place during the year. Murphy coordinates search and rescue missions throughout the country and said he serves the military about 35 days a year. Federal law states that an employer must provide 15 days of paid military leave. When Murphy was hired as the Hobbs city manager more than a year ago, he said city commissioners and administration had no issues with his desire to serve. Murphy said he is blessed to be a leader in Hobbs and will continue to work hard for the city. "I'm lucky I have a good job and Hobbs has a better economy than Radnor," he said. "I truly feel blessed and my family is happy. Every decision I have made in my life, good, bad or indifferent has led me here to the City of Hobbs. I am honored to lead the city employees, who are great public servants to this community. I'm a blessed American and proud citizen airman."

Publication: Hobbs News; Date: Oct 27, 2013; Section: Front Page; Page: 1

Manager adopting Operation S.W.I.T.C.H

DENISE MARQUEZ
 REPORTER

For one day out of each month the Hobbs city manager will suit up or suit down and step into the shoes of different city employees.

Operation S.W.I.T.C.H., also known as Operation Stop Working In The City Hall, is a plan **Murphy** came up with so he could work with his employees and learn about different city departments.

"For one or two days a month I'm going to be leaving the office and I'm going out in every city department," he said. "My department heads are going to try and identify some of their

best employees so I can work side-by-side with them and let them know how much I appreciate what they are doing and learn a little bit more about what they are doing."

Murphy has already completed his first mission with Operation S.W.I.T.C.H. by participating in the Performance Agility Test the Hobbs Fire Department applicants took at HFD's Station



City Manager **Murphy**

On Oct. 24,

Murphy went to work in a firefighter's suit and climbed four flights of stairs while carrying a section of a water hose, crawl under and over obstacles, pull a fire hose about 25 feet and drag a 100-pound "gummy" another 25 feet.

"Doing things like I did with the fire department the other

day was really the one of Operation S.W.I.T.C.H.," **Murphy** said. "It's to get out of my comfort zone and learn a little bit and show my employees that I'm not just going to talk about how I support them I'm going to go out there and act out my support."

Fire Chief Tim Kent said **Murphy** is the type of guy to get involved and try something different.

"He's the one who likes to get in there and learn from the top down," he said. "He's not afraid to put it out there."

SEE MANAGER, Page 5

Manager

from PAGE 1

Mission two of Operation S.W.I.T.C.H. is in the works.

"I think my next Operation S.W.I.T.C.H. is on the clutter clean-up," **Murphy** said. "I'm going to be out there picking up the junk throughout the city with our employees. They're so appreciative when you do little things because it's time away from their family and people put not-the-most-pleasant-smelling things that they find in their attic out there."

The citywide community clean-up is an annual project where city workers dispose of items for residents in the city limits. The final phase of the clean-up is planned for Nov. 2, which will be from Sanger north for residents living east of Fowler.

Though Operation S.W.I.T.C.H. may seem like a one-man challenge, **Murphy** has asked city department heads to get involved.

"I've asked my department heads for four hours a month to do some cross-training so they follow each other," **Murphy** said. "We all work hard, but I think four hours a month isn't too much to ask for them to get out of their com-

fort zone and try to grow individually and help other organizations grow."

Kent said this is an opportunity for each department to understand how other departments handle their jobs.

"We rely on each other a lot of times and I think it will give an overall perspective of every angle within the city so you'll

have a better understanding of the city," he said. "I think it's a great program. I'm excited to go to some departments and some I don't know, but you got to experience it all and it gives you a little more respect for each department."

Denise Marquez can be reached at 391-5437 or at reporter@hobbsnews.com.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Golfcoursearchitecture.net
September 18, 2013

Staples debuts Community Links concept at Ocotillo Park
Author: Adam Lawrence

Golf architect Andy Staples is set to launch his first ‘Community Links’ concept in the city of Hobbs, New Mexico. Named Ocotillo Park Community Links, Staples says the project aims to invigorate the city’s golf course by implementing design practices that reinforce the link to the surrounding community. The primary focus of the plan is to attract young people and beginners to golf by redesigning the existing eighteen hole course to incorporate family tees, expand the practice area and add a nine hole executive course with a Starting New at Golf (SNAG) facility. Other elements such as walking trails, trail heads with rest areas and other outdoor spaces within the property have been included to increase use by non-golfers. A complete rebranding is also planned.

“This course is not unlike many older municipally owned courses across the country,” said city manager JJ Murphy. “The course is deteriorating before our eyes, and, people are just not playing golf like they did in years past. This concept provides a complete paradigm shift as to how the city’s course will be viewed within the community and how it will be used by its residents.” City authorities knew something had to be done, but had little support from around the community since the facility continued to lose money. “When we heard the vision that Andy had for how our golf course could be transformed into something other than your regular ol’ local municipal golf course, we immediately became intrigued,” Murphy said. “Now we’ve had a chance to see the vision begin to come to life, there’s an excitement for this course I have not seen before. I love how this golf course will begin to bring our community together around golf.”

Staples was hired by the city to explore ways to improve the facility which included a full analysis of the course and its infrastructure. After a full inventory of the course was completed, he presented the City with series of proposals that supported the need for improvements. Among his ideas was the concept of using the golf course as a focal point for community development. “Many courses are looking for reasons to upgrade their facility, but for a variety of reasons, aren’t able to garner the support to do it,” said Staples. “The concept of a Community Links gives a municipality a verifiable reason to invest in their facility. If it improves the life in a particular city and increases use in a deteriorating asset, why wouldn’t they do it?”

Set to begin construction by the end of 2013, the plan keeps overall turf acreage to a minimum, integrates a minimal irrigation delivery system, created by irrigation designer Don Mahaffey, that uses the city’s effluent water system. “My focus is to create an interesting, fun golf course that feels dramatically different than other courses in the area,” Staples said. “And, by fully integrating the community aspect into the plan, it only gives the project a better chance to succeed. I firmly believe golf should be shared by more people in the country, and we plan to make as large an impact as possible for the city of Hobbs. When we pull it off, it’ll be pretty cool.”

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

NewsWest9.com
November 1, 2012

Hobbs Police Department in Need of Police Officers
Author: Sylvia Gonzalez

HOBBS, N.M. - In the past decade, the City of Hobbs has nearly doubled their population. There seems to be new construction going up everywhere and employers are constantly looking for new hires. One organization is looking as far away as the West Coast to recruit the workers they need. According to Interim Chief, Chris McCall, the department is taking a strong stance on recruiting new police officers for the City of Hobbs. "We added an additional sergeant, another officer to our recruiting efforts. We've been reaching out to regional academies throughout Texas and New Mexico trying to bring them to interview and see if they are a right fit for us," McCall said.

McCall tells NewsWest 9 they want to be able to serve the community in a timely manner and not being fully staffed is hurting them at times especially in the time it takes to respond once a call comes in. "We have seen a slight increase in response calls, that's something that you never want to see. You want to be able to respond effectively in a timely manner, that is one of our concerns, one of the reasons we are looking to add more personnel to try to reduce that time," McCall said.

City Manager **J. J. Murphy** says he knows the importance of hiring new police officers for not only for the department, but for the community as well. That's why they are working hand in hand with the Police Department. "I started a task force three weeks ago in the Police Department just concentrating on new recruiting efforts and seeing what we can do here locally to attract more people to Hobbs," **Murphy** said.

Just like other employers, Hobbs Police is also offering a hiring bonus to those wanting to be a police officer. "If you are certified Police Officer and you come to us after a five year period, you are qualified to receive \$25,000 bonus directly paid to you and that \$25,000 can be utilized as a down payment for a house on the front end," **Murphy** said. The department is not only seeking recruits in Hobbs and surrounding areas, they have also been looking as far away as the West Coast to fill the positions that are needed.

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 John J. "J.J." Murphy
 (Articles are in reverse chronological order)

Publication: Hobbs News; Date: Sep 4, 2012; Section: Front Page; Page: 1

Hobbs police chief put on leave

TODD BAILEY

NEWSMAN

City of Hobbs police chief J.J. Sanders is on administrative leave following an incident with a police officer at a public event.

Newly hired city manager J.J. Murphy placed Sanders on paid leave last Thursday while the investigation takes place. Murphy said the incident took place within the

last 30 days and that the Hobbs officer also involved was not placed on administrative leave.

"(Chief Sanders) was put on paid administrative leave for the sole purpose of allowing the investigators to give the best, most unbiased investigation possible and to quickly remedy this situation," said Murphy. "I can't give any specifics into what



Sanders



Murphy

happened or where it happened, for the simple reason that I don't want to compromise the investigation in any way."

While the investigation takes place, Murphy said Deputy Chief Chris McCall is in charge of the Hobbs Police Department.

Murphy said he placed no timeline with the City of Hobbs legal department in

doing its job, however he feels the matter should be resolved within a week or two.

"I want to make sure they have enough time to talk to the officers and witnesses who need to be talked to," Murphy said. "This has to be worked through the process. This is not the time for rumors to escalate. That

SEE POLICE, Page 1

Police

from PAGE 1

could be a disservice to Chief Sanders and to the officer in question."

Requests for comment left on Sanders' phone were not returned as of presstime Monday.

Sanders has more than 30 years of experience in law enforcement, having worked in Mississippi and Tennessee. He was hired in March 2008, replacing former chief Johnny Gonzales.

Murphy, who was hired Aug. 23, is still in Pennsylvania and plans to move to Hobbs later this week. He said that since his hiring, he has not gone a day without talking to a representative of Hobbs.

In regards to this situation, Murphy said he made sure he was in constant communication with Hobbs city commissioners and Mayor Sam

Cobb, so that they know and understand Murphy's decisions.

"I approve of the way he has handled this situation," city commissioner Gary Buie said of Murphy. "Even though he isn't here, physically, I have been in contact with him on a daily basis and I feel he has handled this in a professional manner."

Cobb agreed saying that despite packing boxes and planning his move, Murphy knows of the day-to-day issues in Hobbs.

"He's leaving Wednesday and bringing his belongings on a 1,500-mile drive," Cobb said. "He's got all this stuff going on just to get here and he is still taking care of the city issues."

Todd Bailey can be reached at 391-5434 or managingeditor@hobbsnews.com.

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Citizens Voice
August 29, 2012

Former W-B administrator lands job in New Mexico
Author: Denise Allabaugh

Former Wilkes-Barre Administrator **J.J. Murphy** has landed a new job as city manager in Hobbs, N.M. **Murphy** said he will leave Wilkes-Barre and move almost 2,000 miles away to New Mexico, where he will earn \$140,000 a year. He will replace Eric Honeyfield, who retired in June.

Murphy, 41, a married father of five daughters, said he plans to move to Hobbs right away to find housing. He said his children are his No. 1 priority and his family will move there after the school semester is over.

Murphy said he was chosen following a national search with more than 50 candidates. "Over the last two years, I have been afforded the opportunity to travel around the country and talk to people about various public-private partnerships," **Murphy** said. "I saw this opening and I applied and I was fortunate to be selected. It's a great opportunity. The success we had in Wilkes-Barre has enabled me to be put in a position to help other communities do some of the same things and some different things."

Hobbs Mayor Sam Cobb did not return phone calls seeking comment Tuesday. **Murphy** said Hobbs is a similar city to Wilkes-Barre in some ways, such as its size. Hobbs has a population of about 43,000, while Wilkes-Barre has a population of more than 41,000, according to the U.S. Census Bureau. "From a budgetary standpoint, there will be opportunity to do some really progressive things," **Murphy** said. "Some of the challenges they have right now are with housing and economic development issues, and that will be my focus initially."

Murphy served seven years as city administrator under Mayor Tom Leighton and two years as deputy administrator under former Mayor Tom McGroarty. He was the center of controversy on some city issues, such as being paid \$300 an hour as a consultant for the Wilkes-Barre Parking Authority and recommending the city hire the Fox Rothschild law firm to put together proposals and oversee the process. One of the firm's partners is his brother, Patrick Murphy. **Murphy** also faced criticism after the city spent more than \$14,000 to install security systems at his home and in Leighton's home. In February, state prosecutors threw out four private criminal complaints about the matter, and the state Attorney General's Office determined that Leighton and **Murphy** would not face criminal charges. **Murphy** called the complaint a "campaign issue" during an election year and would not comment further. "There are always going to be issues that separate people," he said.

Leighton called **Murphy** a "proven leader and effective administrator who served the Wilkes-Barre community with distinction for years." "His achievements extend beyond his service to the city government," Leighton said. "GOALS Foundation, which he founded, played significant

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

roles in the construction of two playgrounds in the city and the organization has broadened access to sports for countless area youth through grants. J.J. was a trusted adviser as my administrator and Wilkes-Barre's loss is certainly Hobbs' gain. I wish him well in the next phase of his career.”

Murphy is a 1993 graduate of King's College in Wilkes-Barre, where he earned a bachelor's degree in political science. He earned his masters degree in public administration from Marywood University in Scranton in 1998. He served in the United States Air Force and was deployed to Africa in 2008 and Haiti in 2010. He continues to serve in the U.S. Air Force Reserves. He and his wife Colleen live in Wilkes-Barre with their five daughters, Katie, Erin, Emma, Ryan and Reese. "I have been educated here and really found it to be a great place to raise a family. I lived all over the country in the military and decided to come back here," Murphy said. "Unfortunately over the last couple of years, there were some things done in county government that really put government service in a negative light. Since then, there has been this perception that all government employees are painted with that same brush. I think it's going to be a real challenge locally to motivate good people to want to get involved in government ever again."

Murphy's accomplishments as city administrator include technological advances in city hall. "When I took over, there was no email and secretaries were still using typewriters," he said. He was project manager for a \$3 million initiative to install more than 250 surveillance cameras throughout the city. The cameras have been used to catch criminals, Murphy said. He said he hopes the cameras will help bring closure to the family of hit-and-run victim Rebecca McCallick, who was killed July 24 on Hazle Street. "I don't think you can put a price on public safety," Murphy said. Murphy also coordinated the Healing Field at Kirby Park in 2004, which consisted of more than 4,000 flags which honored people who died on Sept. 11, 2001, and military members who have died fighting since.

Publication: Hobbs News; Date: Aug 24, 2012; Section: Front Page; Page: 1

Murphy hired as next Hobbs city manager

HELENA RODRIGUEZ
 NEWS-SPY

The City of Hobbs has a new "beat" tonight. He's called "J.J." and this Air Force reservist plans to bring a little bit of his military leadership style with him.

On Thursday morning, the Hobbs City Commission unanimously voted to hire **J.J. Murphy** of Wilkes-Barre, Pa., as the new city manager. **Murphy** replaces Eric Honeybent, who retired at the end of June

Murphy's employer went with the City of Hobbs begins immediately.

"I'm not somebody who is going to be sitting in a chair long," said **Murphy**, who will start in Hobbs Thursday after interviewing with the commission on Tuesday. "I



Murphy

will be out and about in the community."

Murphy's annual salary will be \$42,000. He was hired following two rounds of searching.

The first round had 55 applications and four men were interviewed. **James Hunt Miller** of North Richland Hills, Texas, was selected in June, but turned down the position due to retirement benefit issues.

That launched the second round,

which invited 14 applications and three finalists. The other two men who were interviewed on Tuesday were **Ronald W. Poggis** of Lehi, Utah, and **Charles Schrader**, the current city manager of Jal.

After the announcement, **Murphy** visited to Lubbock to catch a flight but promised to return to Hobbs in two weeks.

"I have inherited a great position

SEE MANAGER, Page 8

Manager

from PAGE 1

because of the people before me and because of the staff and people in Hobbs," **Murphy** told the city commission Thursday. "You have my commitment that I will work hard for the city, the staff and community."

Hobbs Mayor Sam Cobb was happy with the commission's decision and praised **Murphy** as the chosen candidate.

"We are excited about J.J. coming to our community," Cobb said. "He is very young, excited and energetic and has a great background. I think this is a great opportunity for Hobbs. Hobbs has had a great past and has an extremely bright future and we are looking forward to him playing a role and making a positive impact."

Murphy said that he and his wife, Colleen, a stay-at-home mom, have already started house hunting for their family, which includes their five daughters.

Murphy said he did a lot of investigating and research on the community and said that he "interviewed Hobbs" as



Hobbs City Commissioner Garry Buia, left, visits with new city manager J.J. Murphy shortly after Murphy was named to the position on Thursday morning.

much as he was interviewed by the city commission. He talked to local residents and even contacted Miller.

"I called Miller and he had nothing but positive things to say about the mayor, the city commission and the community of Hobbs," **Murphy** said. "I really focused on learning the background of the community

and what sold me on the job was the great city staff and community and their attitudes."

Murphy said that he will use some of his military leadership skills to help "pull different groups together."

Murphy is currently president and CEO of Goals Consulting Inc., and was city

administrator of Wilkes-Barre from 2004 to 2010. He has a master's degree in public administration with a focus in criminal justice from Marywood University in Scranton, Pa., and a bachelor's degree in political science from King's College in Wilkes-Barre.

He was awarded a Meritorious Service Medal by The Air Force in 2012 and has been decorated with numerous military medals including a Global War on Terrorism Expeditionary Medal, a Humanitarian Service Medal and Military Outstanding Volunteer Service Medal.

Hobbs Fire Chief Manny Gomez, who has been serving as interim city manager since July, said that he will be a "foot soldier" and remain in the position until **Murphy** returns.

"It was great to have a candidate respond so quickly," Gomez said. "Sometimes, when you wait, you identify a great opportunity and a great candidate, and that is what happened here."

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Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Citizen's Voice
April 13, 2012

Parking consultant raises eyebrows in W-B
Author: Josh Moyer

Residents are paying former city administrator J.J. Murphy \$300 an hour as a consultant while the city explores whether to lease its parking assets, according to the Wilkes-Barre Parking Authority. Murphy has already received \$8,130 for 27.1 hours of work and has billed the Parking Authority for times ranging from 12-minute periods to seven hours, according to a March 19 time sheet that was obtained by The Citizens' Voice.

Murphy, who left the city in January 2010, said he recommended to Mayor Tom Leighton that Wilkes-Barre hire the Fox Rothschild law firm to put together proposals and oversee the process. One of Fox Rothschild's partners is Patrick Murphy, J.J. Murphy's brother who is running for the state attorney general. Leighton denied responsibility for the law firm hiring Murphy as a consultant, saying the Parking Authority ultimately approved hiring Fox Rothschild. But one Parking Authority board member pointed the finger at Leighton. "He was pushing us, pressuring us to do it," board member Ed Katarsky said Thursday. "And we just kind of gave in."

Board members at Thursday's Parking Authority meeting expressed frustration at the snowballing costs of the consulting fees. Initially, the total cost was expected to be in the range of \$175,000. Now, Katarsky and others worried the authority could be on the hook for more than \$300,000. "It's not right," said G. Terry Madonna, Franklin & Marshall's director of the Center for Politics and Public Affairs. "I hate to say this, but it sort of sounds like business as usual in cities and governments across the country." Leighton acknowledged Thursday afternoon he talked with Murphy last winter about leasing the city's parking assets, but he said he was not responsible for hiring his friend. "It's an absolute coincidence," J.J. Murphy said in a telephone interview, explaining his brother is not involved in the project.

After getting the contract in January, Fox Rothschild turned around and hired J.J. Murphy, who formed GOALS Consulting, and they settled on a \$300-per-hour fee. The Parking Authority, which gets its funding from the city's parking garages, is paying that fee. Asked whether his law firm had ever before hired GOALS Consulting, the attorney representing Fox Rothschild, Alan Wohlstetter, paused for 15 seconds before saying no. J.J. Murphy said he would have recommended any law firm that employed Wohlstetter. It is purely a coincidence his brother works at the same firm, he said.

Fox Rothschild has hired as a second consultant Shelly Communications and on Thursday tried to hire a third consultant. After a small uproar from the board, the attorney representing the firm instead settled on a \$5,000 retainer for DESMAN Associates, who would work on the valuations. "They're hiring all these consultants," Katarsky added. "We knew they had the right to do it, but it's kind of getting out of hand here a little bit." Wilkes-Barre's City Council voted Thursday night to continue to the second phase of the project, which would solicit proposals. Council

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John J. “J.J.” Murphy
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members Bill Barrett and Tony George expressed surprise after the meeting that J.J. Murphy was hired as a consultant.

But, they said, they had no control over that. City council will face a more important vote later this year on whether to actually lease the city's parking assets to a private entity. Thursday's vote just gave the Parking Authority approval to seek more information. "If it's not going to benefit the city," George said, "I'm not going to vote for it." Leighton said he, too, would not recommend the city approve a lease if it wouldn't be beneficial. He also believed J.J. Murphy's hiring wasn't unusual because the city hires former Department of Public Works employees to plow snow and mow lawns. This situation, he said, is similar. "This wasn't hidden," Leighton said. "If there was a conflict, I would not have done it. If (J.J.) retired last month and we're doing it now, that's a conflict. He was on his own for two years now."

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
February 9, 2012

No charges for alarms in homes
Author: Bill O'Boyle

WILKES-BARRE - The state attorney general has determined no criminal charges will be filed against Mayor Tom Leighton or former city administrator J.J. Murphy regarding the installation of alarm systems at their homes that were paid for with city funds. According to a letter sent to Luzerne County District Attorney Stefanie Salavantis, the case "has been closed and four private criminal complaints have been disapproved." Sam Sanguedolce, first assistant district attorney, provided The Times Leader with a copy of the letter, dated Jan. 6, that identified Linda Urban as the complainant.

According to the letter - signed by Frank G. Fina, chief deputy attorney general, and Anthony W. Forray, senior deputy attorney general - the determination that no criminal charges would be filed was made "after careful review of this matter." The letter states that on Oct. 21, 2011, former Luzerne County District Attorney Jacqueline Musto Carroll wrote to the AG's office and requested the AG assume jurisdiction of the matter because of a conflict of interest. "On Nov. 1, 2011, our office assumed jurisdiction of this case," the letter states.

No reaction from Urban

When contacted at her home, Urban said she didn't have much to say about the AG's decision. "I guess the attorney general doesn't feel this particular criminal complaint was valid," she said. "I really have no comment; it's the way it is. There's nothing to say." In November, Urban sharply criticized Leighton and Murphy for spending more than \$15,000 of public money to equip their homes with security systems. Urban filed private criminal complaints against them alleging theft and misappropriation of taxpayer funds.

At the time, Urban said she contacted the Attorney General's Office to look into whether the city's tax-exempt status was illegally used in the purchases from Torbik Safe & Lock Inc. She said "there seems to be a criminal conspiracy issue between J.J. and the mayor." In her complaints filed on Oct. 14 at the office of District Judge Andrew Barilla, Urban accused Leighton of misappropriation of taxpayer funds by an elected city official, unlawful taking, illegal disposition of funds and criminal conspiracy to commit a crime of larceny. Against Murphy she filed charges of larceny, criminal conspiracy illegal disposition of public funds and theft by unlawful taking. The complaints were forwarded to then-Luzerne County District Attorney Musto Carroll for review and a decision on whether to approve the charges. When contacted Wednesday, Carroll said she forwarded the charges to the AG's Office for consideration. Leighton said Wednesday he was not aware of the letter sent to the DA's Office and he expressed relief to learn of the decision.

'Baseless allegation'

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John J. "J.J." Murphy
(Articles are in reverse chronological order)

"I have been consistent from the beginning that these complaints were frivolous and would be dismissed as such," Leighton said. "We fully cooperated with this inquiry, and I am happy to see that these allegations were rightfully dismissed. "This is yet another baseless allegation from critics of my administration that has been dismissed in recent days. They are nothing more than attempts by some in this community to distract the city from completing the important work that the people sent us here to do. They will not succeed. My administration has been and remains an honest and open one."

Murphy, who left the administration in early 2010 to start a private consulting business, said the charges have had a direct impact on his business. "I've said all along anybody can file whatever they want - valid or not," he said. "In the end, justice prevailed. And I hope she (Urban) has a good attorney." Murphy said he "found it interesting" that Urban removed several posts on social media sites that he says defamed his name. Murphy said the alarm systems were installed after "multiple events" at his home. He said he feared for his safety and his family's safety. Leighton has stated in the past that he received numerous threats as well prior to the alarm systems being installed. "This is a warning to anybody who wants to slander public or private individuals and should make them think twice," Murphy said. "All they are doing is discouraging good people from getting involved in government."

Murphy said the incidents at his home are all documented. He said the Pennsylvania State Police were involved and investigated some of the cases. "It was all part of a campaign to negatively affect Tom Leighton," he said. "Mrs. Urban thought it was important to also defame my character."

Alarms recommended

In 2005, after several incidents were reported, city Chief of Police Gerard Dessoye recommended the alarm systems be installed at the homes of Leighton and Murphy. The reports said both men received threats, verbal attacks and intimidating letters when the mayor decided to close firehouses. The city paid for monthly monitoring and reinstalled the system at Murphy's home at a cost of \$6,500 when he moved in late 2007. In filing the complaints, Urban cited the city charter that she said prohibits gifts to oneself. Urban, a Republican, lost her bid for City Council in District D, to former city police Chief Bill Barrett.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice
January 24, 2012

Wilkes-Barre resident uncovers city's phantom credit card statements
Author: Andrew Staub

WILKES-BARRE - They do exist. Much to the surprise of Wilkes-Barre officials, resident Joseph Wielgosz on Monday produced 15 city credit card statements that city Administrator Marie McCormick said were among dozens of records that could not be retrieved from Bank of America in October. Wielgosz obtained the documents using subpoena power granted to him by a Luzerne County judge in November as part of his ongoing open-records battle with the city. He has been trying to gather a full accounting of city credit card usage since last year. The New Grant Street resident clutched the statements during a hearing before Luzerne County Judge Joseph F. Sklarosky Jr.. Afterward, Wielgosz said the statements proved city officials lied when they said dozens of statements connected to McCormick, Mayor Tom Leighton and former city administrator J.J. Murphy's credit card accounts did not exist. "You can't continuously lie to the public and get away with it," Wielgosz said. "It's not going to go away. It's going to get worse."

City officials, caught off-guard by Wielgosz's find, spent most of Monday searching for answers of how a city resident could retrieve more documents than they did. They stood behind McCormick's original assertion, outlined in three sworn affidavits dated Oct. 20. The affidavit relied upon a letter Bank of America sent to the city that stated dozens of statements didn't exist because there were no balances due in those months. "We're trying to get an explanation from them on how they would produce a letter to us stating unequivocally that there's no statements, and yet under subpoena, they produce them to someone else," said Drew McLaughlin, the city's spokesman. As of Monday afternoon, the city was waiting for more information from the bank. McLaughlin said. A Bank of America regional spokesman did not immediately return a message seeking comment.

Wielgosz intends to file a private criminal complaint alleging McCormick perjured herself in the sworn affidavits, he said. He stopped by the Luzerne County District Attorney's Office on his way out of the courthouse, but a secretary directed him to contact a magisterial district judge. While McLaughlin said McCormick is "beyond reproach," city Attorney Tim Henry added that she simply relied upon Bank of America's information. "I certainly don't believe Marie McCormick lied in those affidavits," Henry said.

Monday's hearing proved another twist in drawn-out Right-to-Know dispute that began when Wielgosz filed an open-records request for the city's credit card statements last year. Wielgosz has continually refuted the city's assertion it provided him all the available credit card statements and didn't believe the explanation outlined in the affidavits. He found several examples of city credit card statements that suggested payments were made on outstanding balances, though no subsequent statement confirming the payments was issued. Wielgosz appealed to the state Office of Open Records, which in September ordered the city to retrieve more statements.

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John J. "J.J." Murphy

(Articles are in reverse chronological order)

Unsatisfied with 13 additional statements the city obtained from Bank of America, Wielgosz filed a petition in Luzerne County Court to compel the city to retrieve more documents. As part of the petition, Wielgosz received subpoena power. Working without an attorney, Wielgosz within 20 days obtained 15 phantom statements from FIA Card Services, a subsidiary of Bank of America, he said. Six of them included charges for a total of \$5,329.25.

The fact Wielgosz obtained the documents made his Monday hearing on the petition moot, a point Sklarosky made when he realized Wielgosz had already obtained the statements. Wielgosz withdrew the petition, but couldn't resist a wry crack as he held the credit card statements in the courtroom. "They don't exist," he said facetiously.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
January 22, 2012

Travel costs since '04 stun activists
Author: Terrie Morgan-Besecker

WILKES-BARRE - One month before they voted to raise taxes 31 percent in 2008, three city council members and the city controller spent five days in Orlando, Fla. on a taxpayer-funded trip that cost more than \$3,000 in hotel fees alone. The trip to the annual convention of the National League of Cities was among dozens of excursions city council members and other city officials have taken over the past seven years that have cost taxpayers more than \$113,000 in hotel and conference fees, according to a review of credit card statements of four city officials from 2004 to 2011.

The majority of the money -- \$74,139 -- was charged to the credit card of City Clerk Jim Ryan for 43 separate hotel stays of council members and other officials in cities across a wide section of the United States. The charges ranged from single-day stays in Charlotte, N.C., Virginia Beach, Va. and several cities in Pennsylvania, to week-long stays in San Antonio; Reno, Nev., New Orleans, Denver, and Phoenix. Mayor Tom Leighton, meanwhile, racked up travel-related charges totaling \$14,720; City Administrator Marie McCormick, \$12,030 and former city administrator J.J. Murphy \$12,318. None of the trips by council were ever publicly approved at council meetings. They didn't have to be. The money came from a \$10,000 line item for travel that's included in each year's budget, which means no public vote was required. There also was no vote required to approve the hotel and conference fees charged to credit cards held by Leighton, McCormick or Murphy.

Activists riled the lack of public disclosure riled city resident Joseph Wielgosz, who along with Charlotte Raup obtained the credit card statements earlier this year through a request filed under the state's Right to Know Act. Raup and Wielgosz said they expected to find some questionable charges, but were stunned by the amount of travel-related expenses on the cards. "The people don't know about this. This is outrageous," Raup said. "I see people every day who are working so hard and struggling. They should not have to fork out money for people to travel all over." "They travel more than the governor," Wielgosz said. "These people are living it up on our money. It's ridiculous."

Current Councilman Bill Barrett and former council members Kathy Kane and Tony Thomas, who took part in most of the trips, adamantly defended the travel, most of which was to conventions held by the National League of Cities and Pennsylvania League of Cities. Barrett, Thomas and Kane said information they picked up at the conventions led to numerous worthwhile projects and has resulted in cost savings that far outweigh the cost of the excursions. Thomas and Kane, who now serves as city controller, left council in December. Leighton, who primarily took short trips to Philadelphia and Washington D.C., said his travel involved numerous meetings with legislators and other government officials that helped him obtain funding for multiple projects that have improved the city. "Most of the time I was getting

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Internet – Newspaper Archives Searches John J. “J.J.” Murphy (Articles are in reverse chronological order)

funding and going down and making presentations," Leighton said. "Grant money does not fall in your lap. You need to really sell the project. You go down and lobby for the money."

The bulk of the travel-related charges on McCormick's card appear to be for seminars and training for other city employees, according to notations on the statements. Most of Leighton's and Murphy's charges relate to meetings in Philadelphia and Washington, D.C. with various officials regarding projects within the city, including the Wi-Fi system, Intermodal Transportation Center and the Coal Street renovation project. Ryan personally charged a total of \$1,915 in hotel charges to Virginia Beach from 2004 to 2010. The trips were for annual training so that he could retain his master certification as a city clerk, he said.

Cost/Benefit ratio Raup and Wielgosz said they understand some travel is necessary, but they questioned whether the cost of some of the trips - particularly those taken by council members to out-of-state conventions -- outweighed the benefits, particularly given the financial struggles the city is facing. "We pay a 3-percent earned income tax. If you take away this credit card nonsense, maybe we'd only be paying 1 percent," Wielgosz said. "This whole administration is about spend, spend, spend, yet you don't have a decent road to drive on."

A review of Ryan's credit card statements show the total amount spent on hotels and conference/membership fees ranged from a low of \$4,059 in 2004 to a high of \$16,945 in 2007. Expenditures in the other years ranged from roughly \$6,500 to \$9,700. The actual cost of the trips was likely significantly higher, however, as the figures do not include the cost of airfare, meals or ground transportation, which were not charged on the cards. Council members and other officials paid those fees up front and were later reimbursed by the city, Ryan said.

The Times Leader filed a Right-to-Know request seeking receipts submitted by council members for reimbursement of travel expenses. The request, which is pending, could not reasonably be filled by the city within the several-day time frame prior to the publication of this story. A review of available records through June 2011, which were provided to the Times Leader by Wielgosz and Raup, showed Barrett, Kane, Thomas and former controller Bernie Mengerlinghausen traveled to conventions an average of two to four times per year. The four attended the 2008 National League of Cities convention in Orlando, as well as NLC conventions held in 2006 in Reno, Nev.; 2007 in New Orleans; 2009 in San Antonio; 2010 in Denver and 2011 in Phoenix. A fifth person, Shirley Morio-Vitanovec, now a former council member, also attended the 2008 Orlando convention, Ryan said.

Council members were free to take their spouse with them, but the city paid only for the council member, Ryan said. All expenses for spouses, such as airfare and meals, were their personal responsibility. Constituents benefit Barrett said he understands people might be skeptical of the benefits the city gets, but he's convinced the cost of the conventions are far outweighed by the savings the city sees as a result of what members learn. "A lot of people picture these as if we are going on some sort of vacation. It is not like that," Barrett said. Barrett, Kane and Thomas said they spent their days attending numerous seminars and meetings that allowed them to interact with officials from across the nation, gaining valuable information on how to address problems

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John J. "J.J." Murphy
(Articles are in reverse chronological order)

all cities face. They also cited numerous projects that came out of the conventions that benefited city residents.

Thomas was the key person behind the "Healing Fields" 9/11 flag memorial that was held in Kirby Park in 2004. The flags were sold after the display ended, generating about \$74,000 the city donated to various charities. In 2010, the city obtained playground equipment at virtually no cost that was installed in the Iron Triangle section. Ideas for both projects came from National League of Cities conventions, Thomas said. Barrett cited several examples of projects he learned about at conventions, including a prescription drug discount card and a water and sewer line protection insurance program offered to city residents. The prescription discount card is available to any city resident who does not have prescription coverage. It entitles them to a 25 percent discount on all prescriptions purchased at CVS pharmacies, he said. "I just got a report on it. Our residents have saved over \$10,000," Barrett said. The sewer and water line protection plan provides insurance to cover the cost if there is a malfunction within the lines. About 2,000 households have signed up for the program, he said. The city, which gets a small administration fee, earned roughly \$10,000 off that program this year, he said.

Wielgosz and Raup questioned if information on those projects could have been obtained in other ways. Many organizations now offer seminars through video conferencing, they noted. "Anything you can learn, you can learn on the Internet. There is nothing they learned that they could not have learned here," Raup said. They also questioned why so many council members, plus the controller, needed to attend the conventions. "I was a union president. When I sent someone on a trip, I sent one person who came back and discussed with everyone else what they learned," Wielgosz said.

Barrett, Kane and Thomas acknowledged the city could send fewer people, but said they would miss out on a lot of information because they could not possibly attend all the seminars, many of which are going on simultaneously. "None of us would go to the same seminar. We'd split up. One would go to public safety, one would go to public works," Thomas said. Council Chairman Mike Merritt has never taken any trips, but said he believes the conferences are worthwhile. Council members have brought back information that has saved the city money, he said. But Merritt said he understands concerns that are being raised, and suggested it may be time for council to revisit how many people should attend. "I'm not saying cut it altogether, but does it need to be three? Maybe two is the number. Times are tough. We need to watch spending where we can," Merritt said.

Barrett said he also understands the concerns, but he thinks it would be a mistake to eliminate the conferences. "I can understand why it would be questioned, but to not take advantage of these opportunities, I think we would be remiss. The alternative is to stay in Wilkes-Barre, don't belong to organizations, don't learn anything new or bring anything back and stay stagnant," he said.

Internet - Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
October 28, 2011

Alarm bill received in error, city says
Author: Bill O'Boyle

WILKES-BARRE - At Wednesday night's Times Leader Mayoral Forum at Wilkes University, Republican candidate Lisa Cope produced copies of bills that she said showed the city paid for monitoring fees at former city administrator J.J. Murphy's home. Cope was right, but the city said Thursday that it received those bills erroneously and Torbik Safe & Lock Co. has agreed to reimburse the city for the charges. "Torbik will refund the city \$169 for paying the erroneous bills," said Drew McLaughlin, the city's administrative coordinator. "The bills were paid between February and July of 2005. Torbik invoiced the city instead of J.J. Murphy personally."

Murphy attended the Mayoral Forum and said he had paid all of his bills for monitoring of the home security system that was paid for by the city at a cost to taxpayers of \$4,000 and installed at his former home on Plymouth Avenue. The city also paid to move the system to his new home on Reliance Drive in 2007 at a cost of more than \$6,000. The city also paid for installation of a home security system for Mayor Tom Leighton at a cost of around \$4,000. Leighton said he has paid for all of his monitoring fees. Murphy said Wednesday that Torbik would corroborate his claim that he paid all of the monitoring fees. Lee Torbik, owner of Torbik Safe & Lock, declined to comment on Murphy's account, citing a confidentiality agreement he signs with all of his customers. Murphy denies that, saying Torbik Safe & Lock has confirmed his claim. Lee Torbik said he can't release information due to confidentiality agreements with his customers. The city said it will produce the bills and prove that the city did not pay the monitoring fees.

"Mayor Thomas M. Leighton and J.J. Murphy have always assumed personal financial responsibility for the monthly costs of the system which Torbik Safe & Lock confirmed two days ago," a city release stated Thursday. "The city requested Torbik to inspect their own records this morning while the city conducted a thorough internal review of city financial documents which confirmed the \$169 discrepancy. The city requested a refund and Torbik readily agreed."

In a letter dated Oct. 27th from Lee Torbik to Leighton, the South Main Street company initiated an inquiry into the monitoring records for the security system at Murphy's residence. Torbik said that when a job is completed, the company's system "automatically produces a monitoring fee each month" that is sent to the address provided for the equipment invoice, which was the city. Torbik said that when it was determined the bills for the monitoring service were being sent to the city "incorrectly," the matter was rectified and the bills were sent to Murphy's residence.

At Wednesday's forum, Cope produced copies of bills from Torbik that she said proved the city has been paying for monitoring fees for Murphy's home security system - a system for which the city paid more than \$10,000 in 2004 and later transferred to Murphy's a new home. Cope said she is still waiting for copies of the remainder of the bills for monitoring. She has submitted right-to-know requests for the bills, but the city has not yet provided them, if they exist, she said.

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John J. "J.J." Murphy
(Articles are in reverse chronological order)

"We haven't heard anything back from the city on the second right-to-know request," Cope said. "We will wait until we get those back."

Frank Sorick, Cope's campaign manager, wondered if the city would have done anything to correct this "error" if it wasn't brought to its attention by Cope's campaign. "Who's watching our money at City Hall?" Sorick asked. Cope showed photocopies of bills that were initiated by **Murphy** and Marie McCormick, the current city administrator who was assistant to **Murphy** during his tenure. The bills appear to have been logged in by the city and paid. The city also paid \$4,000 for the mayor's home system. Leighton has come under fire since it was revealed that the city paid for the installation of the two systems after he and **Murphy** received threats from unknown people.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice
October 17, 2011

Credit card statements shed light on city spending
Author: Andrew Staub

Tony Thomas has been a driving force to bring a splash pad to Wilkes-Barre's Coal Street Park since he and other council members learned about them during a 2008 National League of Cities meeting in Orlando, Fla. Without that first-hand knowledge of projects such as the splash pad, Thomas said it'd be difficult to evaluate their validity for Wilkes-Barre. "I want to know what it does," Thomas said of recreational amenities he's thinking of bringing to the city. "You can't do that on the Internet, and you can't do that in the City of Wilkes-Barre."

While Thomas said trips like the visit to Orlando and visits to amusement conferences across the country have uncovered ideas like the splash pad, brought a Sept. 11 memorial to Kirby Park in 2004 and even conjured thoughts of a polymer skating rink for Public Square, they've come under increased scrutiny in recent months. The trips are usually paid for using one of the city's five charge cards, and a slew of Right-to-Know requests has shed light on Wilkes-Barre's credit expenditures like never before. Joseph Wielgosz, a longtime city Crime Watch volunteer, has been gathering the credit card records since last spring. He said city residents deserve to know full details of all the credit card expenditures, which include the \$3,096 spent for hotels during the trip to Orlando. "I want the people to understand why they're paying 3 percent taxes," Wielgosz said. "There's a whole lot of spending going on in the city that nobody knows about."

Wielgosz's open-records requests show a pattern of thousands of city dollars spent on hotel stays, conferences as far away as San Antonio, Texas, and occasional working lunches at downtown eateries. Wielgosz, though, worries about what he doesn't yet know.

While Wielgosz has secured dozens of credit card statements from the city, he and Jim Hayward, a former city administrator, collectively have won orders from the state Office of Open Records compelling the city to release 65 unaccounted for credit card statements for Mayor Tom Leighton, city Administrator Marie McCormick and former city Administrator **J.J. Murphy**.

An appeal on 12 missing credit card statements for city clerk Jim Ryan is due to be resolved later this month. City officials have maintained they're hiding nothing and are trying to obtain as many statements as possible from the credit card company. Wielgosz wants to see the proof himself. Wielgosz believes the city has hidden something, he said, and has grown frustrated with constant Right-to-Know request extensions and even an occasion when the city gave him the incorrect statements. "If they came out and those credit cards would be squeaky clean, I'd be the first one to apologize to them," Wielgosz said. Expenditures charged to Wilkes-Barre's credit cards, city spokesman Drew McLaughlin said, are thoroughly vetted through department heads, the city administrator, the mayor and the controller. McLaughlin said residents should know expenses such as council travel are not "recklessly" charged. The council approves its travel expenses each year as part of the budgeting process, McLaughlin said.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

The city budgeted \$10,000 for council travel in 2012, an amount that's remained the same since at least 2010. Over those same years, the city administrator's travel budget has remained at \$5,000, the controller's at \$3,500 and the mayor's at \$3,000. Attending seminars and conferences help city officials keep current with changing governmental policies, McLaughlin said, saying he recently learned about blight-fighting strategies during a seminar in Allentown. The trips also helped form relationships that have led to projects such as the recently built Iron Triangle playground, McLaughlin said. Still, visits to San Antonio, New Orleans and Indianapolis for conferences have raised questions from Wielgosz. He wonders if Wilkes-Barre, a city of about 7 square miles, needs to rack up tens of thousands of dollars in travel costs in difficult economic times.

Hotels for the five-day National League of Cities' exposition in San Antonio cost the city more than \$5,000 alone in 2009, according to city credit card statements. "We can't pave roads, we can't take care of people's concerns, we can't take care of the walls for the flood," Wielgosz said. "There should be a huge outrage." Wielgosz and Hayward, with help from Leighton's opponent in the Democratic primary, Charlotte Raup, have spent months compiling the credit card data.

Among the bulk of travel expenditures, they've pinpointed specific concerns, such as \$185 spent for a two-night stay in Clarks Summit for a multi-day building inspection seminar, about \$2,000 charged to Murphy's card for working lunches and occasional late payment fees. The overnight stay at Clarks Summit, which is 28 miles from Wilkes-Barre, was deemed necessary because the seminar began early in the morning and ran through the evening, McLaughlin said. "There's always an explanation for why a trip would be an overnight stay versus a day," he said.

Murphy, who left his post as administrator in early 2010, defended charging lunches to the city. His credit card statements often defined the meals at places such as Rodano's, the former Lowe's Restaurant and the Chill Grill as working lunches for the city's senior staff or as meetings for city initiatives or development plans. The former city administrator also bristled at the increased scrutiny on the lunches, saying such expenditures were common practice even when Hayward worked for the city. "This is nothing more than election politics," Murphy said.

Wielgosz, who has clashed with city administrators since a property he was trying to purchase was bought by a city contractor last year, denied having political motivations. He pointed out his initial open-records request for the credit card statements was filed in late May. Since then, the city has dragged out the process by extending their response period, failing to retrieve the statements and, on one occasion, providing statements for the wrong person, Wielgosz said. While details of credit card expenditures have been available upon request, they are not included on council meeting agendas. Asked if the city would consider attaching them in the future, McLaughlin said there are no such plans at the moment. "There's a new city controller who's going to be elected one way or the other," McLaughlin said. "That city controller has full freedom to have new policies and procedures, but we feel very confident that the level of oversight of public expenditures is airtight." Raup said seeing more transparency in the future would be "wonderful," but she cringed at how long it has taken her, Wielgosz and Hayward to

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collect the information so far. "Shame on them," she said. "Shame on them for making the citizens go through all these hoops for the Right-to-Knows "

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice
October 13, 2011

Threats to W-B officials prompted purchase of home security systems
Author: Andrew Staub

An attempted break-in, a menacing note stuffed in a mailbox and the destruction of potted plants led Wilkes-Barre police to believe recently elected Mayor Tom Leighton and his city administrator were in danger in 2004. At least that's the justification for two security systems installed at the men's homes on the city's dime. According to an invoice obtained by The Citizens' Voice, the city paid \$4,075 in March 2005 to install an alarm system and security cameras at J.J. Murphy's home when he was city administrator. A similar system at about the same cost was installed at Leighton's Reliance Drive home, a city spokesman confirmed Wednesday.

Linda Urban, a critic of the Leighton administration and a Republican candidate for city council, pointed out the expenditure and said she worried "somebody has overstepped their boundaries in spending \$4,000 of taxpayer money." "I'm married to the county commissioner (Stephen A. Urban)," she said. "If somebody called here and said, 'Hey, Linda, I'm going to come over there and break in your house and tonight somebody tries to break in, would I then call the county in the morning and tell them you need to pay for my security system? No."

A series of incidents that began Nov. 17, 2004 prompted the installation of the security systems, Murphy said. A man who identified himself as a city employee told Murphy's wife that Leighton had sent him to examine the pipes in their home, police said. When Murphy's wife said she wanted to check with her husband and locked the door, the man tried to force his way inside, police said. The next day, a handwritten note was stuffed in Murphy's mailbox, police said. "They dropped off a note saying, 'J.J. and the mayor, you will pay for this,'" Murphy said, paraphrasing the letter. A few days later, Murphy discovered potted plants that were smashed around his home, he said. At the time, police Chief Gerard Dessoie said he believed the incidents were intended to disrupt city government. The chief recommended the security measures, which were installed by Torbik Safe & Lock, Inc., Murphy said. "I have no problem with it because of what my family had to go through," Murphy said.

While police launched a full investigation, calling in a composite artist to help identify the suspect, Murphy said he took his family away for a week after the incident. "That played a part in my decision to leave the city," said Murphy, who left to start a consulting firm for municipalities. "Ultimately, at the end of the day, I had to do what was best for my family." City police believed it was necessary to take protective measures after the threats and incidents at Murphy's home, said Drew McLaughlin, the city spokesman. He said the threats to Murphy and Leighton came during a "very volatile" time as the mayor took over a city saddled with fiscal problems and made decisions such as closing firehouses.

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The case is still open and no suspects have been charged, McLaughlin said in explaining why the security systems have remained. "There is no statute of limitations on what a person may or may not do," he said, citing incidents such as the attack on U.S. Rep. Gabrielle Giffords. **Murphy's** system was originally installed at his Plymouth Avenue home and transferred when he moved to Reliance Drive, he said. **Murphy** pays the monthly service charge, which has ranged from \$27 to \$35, but he said it "would have been justified" for the city to pick up the fee. "But I picked those up," he said. "I think I went over and above what was necessary." McLaughlin said he believes Leighton also pays his own monthly service fees.

Because the cost of the security systems fell below \$10,000, city council would not have needed to approve the expenditures. City Controller Bernard Mengerhause, though, would have needed to sign off on the purchases, McLaughlin said. **Murphy** questioned the timing of the release of the invoice confirming the city paid for his security system's purchase. **Murphy** tabbed the development as a political diversion set up by Leighton's critics just weeks before an election. "They've had these documents for months," **Murphy** said, "but they're waiting until now (to release them) because it could be the next controversy to try to take people's eyes off their inefficiencies." Leighton declined to comment.

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John J. "J.J." Murphy
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Mainlinemedianews.com
June 29, 2011

Air Force reservist files discrimination suit against Radnor
Author: Richard Ilgenfritz

A Northeastern Pennsylvania man who is also a military reservist has filed a lawsuit against Radnor Township claiming that he was not hired for the open position as township manager in 2009 because of his reserve-military obligations. An attorney for John J. Murphy of Wilkes-Barre, Luzerne County filed suit against Radnor in Federal Court in Philadelphia earlier this week. In the suit, Murphy says the township violated the Uniformed Services Employment and Reemployment Rights Act of 1994, a law designed to protect military personnel who have served or are serving in the Armed Services of the United States from being discriminated against in their civilian careers. He is also citing the violation of a similar state law.

According to the complaint, Murphy has served as an Air Force officer since 1997 and is currently holding the rank of major. Since 2002 Murphy has been a member of the Air Force Reserves. During his time as a reservist, Murphy has been deployed overseas including time in Djibouti, Africa as part of a Combined Joint Task Force in the Horn of Africa in 2008. In the suit, Murphy says he applied for the position of township manager along with 60 other people. In July of 2009, Murphy says he was contacted by the interim township manager to arrange an interview date. At the time, Murphy said he was told, "Radnor needed a leader. Someone with your military background and integrity would be a perfect fit," or words to that effect."

But during the interview, Murphy described the questioning he got as being grilled about his military commitments and the time he could spend away on military duty. Murphy goes on to say that he was told he was one of the top four candidates from the 60 people who initially applied for the position and that the top four candidates would return for a second interview. However, he says he was later told that only the top three candidates would be called back for another interview. Murphy goes on to say that he was told the reason why he was not called back. "... [T]he reason he would not be hired or called back for a second interview was that 'Some of the board members have serious concerns about your ongoing military obligations,' or words to that effect," the suit claims.

Reached at his office in Wilkes-Barre, David P. Tomaszewski, the attorney representing Murphy, declined comment saying the complaint speaks for itself. In the suit Tomaszewski lists Radnor as being in Montgomery County. When told that it was in Delaware County he said that didn't matter. Township Manager Robert Zienkowski was away and unavailable for comment Friday. He is expected to return Monday. Murphy is asking for back pay among other things. The exact dollar amount was not mentioned. He is also asking to be made township manager or to a similar position of pay.

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John J. "J.J." Murphy
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Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
May 12, 2011

Candidates roast each other, themselves at comedy night
Author: Andrew Staub

WILKES-BARRE - So Mayor Tom Leighton walked into a bar Wednesday night - and he was pretty damn funny. Leighton didn't pull any punches during the inaugural Northeastern Pennsylvania Candidates Comedy Night at Rodano's, poking fun at the Urban family's political ambition, the barrage of criticism he takes from a city tow-truck operator and deputy city Attorney Bill Vinsko's choice of clothing. The mayor didn't even spare himself from a punchline. Leighton owned his biggest political criticism - that's he's been too focused on turning around the city's downtown - when he told a joke about his heyday playing baseball for King's College. "I was known to hit some home runs, and my teammates started calling me 'Downtown Tommy Leighton,'" he said. "Unfortunately, that name stuck with me."

The mayor headlined the event sponsored by former city administrator J.J. Murphy's GOALS Foundation, completing a five-minute set that had many in the crowd chuckling. Leighton joked that Kathy Kane was closely monitoring the time he spoke - a jab at the city council chairwoman's insistence that individual speaking at council meetings be limited to five minutes - and reminded Murphy that the city's multimillion camera system could keep tabs on him to make sure he counted all his strokes while golfing.

The show offered a refreshing and fun take on this year's election season, which has carried a serious tone as 16 judicial candidates try to convince voters they can clean up a corruption-stained court system and dozens of county council candidates vie to become the first 11 to hold office under Luzerne County's new home-rule charter. It also offered a chance to support charity, as a majority of the proceeds from the \$40 tickets for the event will go toward supporting youth sports in the county, Murphy said. The GOALS Foundation has already donated thousands of dollars to youth sports and announced a \$250 contribution to the GAR field hockey program during Wednesday's show.

Judicial candidates John Aciukewicz and Jim Haggerty also performed, with Aciukewicz reciting a humorous poem about the trepidations of golfing and Haggerty taking a shot at Leighton's nearly \$80,000 salary when he asked if a chauffeur was around. Casey Evans, a 24-year-old candidate for county council, joked about his young age when he said his parents had given him permission to campaign late into the night. Taking potshots at the Urban family proved popular, as Leighton and Murphy both joked about the many political offices Urbans are targeting this year. County Commissioner Stephen A. Urban is running for district magistrate and county council, while his wife, Linda Urban, and his son, Stephen J. Urban, are both running for city council and county council. "We have county council candidates, we have city council candidates and we have magisterial candidates," Leighton said. "And that is just the Urban family."

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Murphy also alluded to Linda Urban's infamous brush with police last summer, when she was charged with swiping newspapers from a neighbor after they were tossed onto their shared porch of a home on George Avenue. The charges were eventually dropped. Drawing early laughs, Murphy lamented that Linda Urban might not have known about Wednesday night's event. Only The Citizens' Voice previewed the show, and she "only steals - er, reads - the Times-Leader," he said. But perhaps the line of the night belonged to Haggerty. If he wins a spot on the bench, he'd have to give up his law practice and his job as Kingston's mayor, he said.

"I called the state Ethics Commission, and I said, 'If I win the judge race, what can I do to raise money?' Haggerty said, setting up his punchline. "They said, 'Well, you can run a juvenile detention center.'" Before laughing at the joke, the crowd let out a loud "Ohhh," almost as if they expected someone to finally mention the scandal in which two former county judges were accused of accepting millions of dollars in kickbacks in exchange for stocking a juvenile center with kids. As they laughed, the moderator Murphy walked onto stage. "Someone went there," he said.

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John J. "J.J." Murphy
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Citizen's Voice
April 5, 2011

Greco suit targets W-B city, King's College
Author: Michael R. Sisak

Wilkes-Barre restaurateur/felon Thom Greco accused the city, county and King's College officials Monday of a racially charged conspiracy to drive his North Main Street nightclub out of business two years ago because it catered to the "wrong crowd." City police routinely harassed black and Latino patrons as they walked to and from The Mines nightclub in April and May 2009 and embellished or fabricated police reports to portray the establishment as a haven for crime, Greco said in a lawsuit filed Monday in U.S. District Court.

One weekend, according to the lawsuit, police positioned six cruisers and 15 officers, including a K-9 drug unit, outside the nightclub - located across the street from the King's College campus. A week later, the phalanx grew to 30 law enforcement officers, including a SWAT team, eight Luzerne County sheriffs' deputies and three state liquor control agents. "Black and Latino patrons from The Mines were targeted, harassed and in one case," Greco said in the lawsuit, "beaten up by the police." Despite the "unprecedented" police presence, Greco said, no arrests were made and no citations issued. The only effect, he said, was to drive business away. The Mines, which had thrived on a Thursday through Saturday schedule before the police action, now opens once every 10 days or so to maintain its liquor license and cater to private parties, Greco said.

City spokesman Drew McLaughlin declined to respond Monday to the allegations in the lawsuit, saying in an e-mail, "The city has no comment on pending litigation." Mayor Tom Leighton and Police Chief Gerald Dessoie, who were named separately as defendants and portrayed in the lawsuit as key cogs in the conspiracy, did not return telephone messages. Seven other current and former city officials were also named in the lawsuit, including the five members of city council. They all declined comment, did not return messages or could not be reached. Former city administrator J.J. Murphy said, "The city will have its day in court." Luzerne County solicitor Vito DeLuca said he would review the lawsuit today and notify the county's insurance carriers. Former sheriff Michael Savokinas, whom Greco said dispatched vehicles and personally participated in targeting The Mines, could not be reached at two cell phone numbers that were active during his time in office.

King's College's spokesman John McAndrew, speaking for the college, himself and the college's three other named defendants, declined comment. According to the lawsuit, the police action against the Mines commenced a week after King's College President Thomas J. O'Hara told Greco the nightclub was not a "good mix" with the King's College community and that its clientele, estimated to be 30 to 40 percent black or Latino, was the "wrong crowd." O'Hara, according to the lawsuit, told Greco he was under pressure from parents threatening to remove their children from the college because of its proximity to The Mines and would push to have the club closed down. O'Hara subsequently met with Leighton and Dessoie, sparking the police

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action, according to the lawsuit. Police did not target other bars in the area that had a predominantly white clientele, despite those establishments having "significantly more" criminal activity and nuisance complaints, Greco said in the lawsuit. Greco did not include statistics comparing arrests and complaints linked to The Mines with other bars in the area.

The Citizens' Voice on Monday requested police incident reports for The Mines and other North Main Street bars. Under the state's right-to-know law, the city must respond within five days. Greco, the owner or co-owner of nine properties in Wilkes-Barre with a combined value of \$1.75 million, first threatened to sue the city and King's College in May 2009 - a month after he said the city started targeting his nightclub. "It has to be uniform enforcement and uniform oversight," Greco said at the time. "They have targeted and harassed our business so they can turn our business away." Murphy said at the time that police increased patrols in response to complaints from King's College students and parents and a rash of crimes in the area, including two stabbings and a shooting. "We have deployed police officers in that area up and down Main Street," Murphy told the Voice after Greco first threatened the lawsuit. "There was a girl who was murdered on North Main just a few weeks ago. I thought Mr. Greco would advocate, as he has in the past, for a safe downtown."

Greco sparred with city officials over safety procedures at The Mines prior to its grand opening in October 2008, according to a letter Greco wrote to U.S. Attorney Peter J. Smith last December. In the letter, Greco described a "City of Wilkes-Barre shakedown" in which high-ranking city officials threatened to shut down a party at the nightclub unless he hired two off-duty firefighters as safety officers. Greco told Smith he was reporting the alleged shakedown in an "abundance of precaution" to prevent another criminal charge after failing to tell investigators that former county Commissioner Greg Skrepenak had refused to pay him for more than \$14,000 worth of televisions he obtained for Big Ugly's, a now-defunct Wilkes-Barre sports bar owned by Skrepenak's father. A day after Greco's letter surfaced in late February, the U.S. Attorney's office debunked his shakedown allegations saying the information provided, "does not provide a basis to open a federal investigation."

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John J. “J.J.” Murphy
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Times Leader, The (Wilkes Barre, PA)
March 15, 2010

Italian American Veterans receive 'Healing Field' flag

Air Force Major **J.J. Murphy** has presented a 'Healing Field' flag to Italian American Veterans Post 1 of Luzerne County. **Murphy** made the presentation during his role as guest speaker at a meeting of the Post. **Murphy** relayed his recent work with the Air Force Rescue Coordination Center in the region of Haiti that was ravaged by an earthquake. **Murphy**, former Wilkes-Barre city administrator, is member of Tyndall Air Force Base in Florida and CEO of GOALS Consulting in Wilkes-Barre. At the presentation, from left, are Vincent E. Aleo, commander; **Murphy**; Thomas DeBartoli, junior vice commander; and Joseph A. DeLuca, senior vice commander.

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John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
February 24, 2010

Murphy happy to be back home from Haiti mission
Author: Bill O'Boyle

WILKES-BARRE - Air Force Capt. J.J. Murphy returned Saturday from three weeks in Haiti with a greater appreciation for his family and his country. Murphy, 38, was in charge of a unit that worked with the Air Force Rescue Coordination Center in Port-au-Prince - the city that was devastated by an earthquake on Jan. 12. He helped set up the Joint Personal Recovery Center, which coordinates all search and rescue efforts in Haiti. There are 20,000 U.S. military personnel in Haiti, he said. For three weeks, the departing Wilkes-Barre city administrator said he was face-to-face with the destruction of buildings and lives and he said the experience changed his perspective on everything from politics to life in general.

"My role was strictly setting up the infrastructure for personal recovery and putting a system in place," Murphy said. "Whenever Americans are on the ground in a foreign country for an extended period of time there are inherent risks. If they are captured, it's our job to get them returned in a timely manner." He said he was directly involved in the rescue of four Americans when their ship sank off the coast of Cuba. Murphy and his unit got all four to safety.

Murphy said some of the people he was with took photos of the scenes in Port-au-Prince, but he didn't keep any of them. He said there are plenty of disturbing images etched in his memory. "It's mass destruction," Murphy said. "For every structure that remains standing, there are 50 that have been leveled. The last figure I heard had the death total at 240,000 people." "It certainly puts everything else in perspective," he said. "When you see people trying to do anything they can to get to American soil, it makes you think about our perceived problems. People are standing in lines for blocks to try to get a visa; they want to come to America, or at least get their children here, so they can have a chance at a better future."

Murphy said the experience gave him a sobering perspective on American politics. "Today everything seems to be so partisan," Murphy said. "Maybe we should all take a step back and realize that the majority of us agree on most issues and maybe we should use common sense to resolve issues more often." Murphy's last work day at City Hall will be Monday. His new business - GOALS Consulting -- will operate out of his South Wilkes-Barre home for the time being helping other communities make improvements. "It will be a solo endeavor at this point," he said.

When Murphy returned, one of the first things he did was take his family to the new playground at Coal Street Park - a playground that was built with \$200,000 from Murphy's GOALS Foundation. Murphy's four daughters -- Katie, 9, Erin, 8, Emma, 5, and Ryan, 4, -- were treated to a day at the park with Murphy and his wife, Colleen. His wife is expecting the couple's fifth child in July. The foundation was formed eight years ago to help youth sports and to make them

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more affordable for kids of all ages. "The last month or so has been very emotional," he said.
"For a lot of reasons. I'm just glad to be back home."

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John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
January 26, 2010

Departure from city position delayed
Author: Bill O'Boyle

WILKES-BARRE - J.J. Murphy has rescinded his resignation as Wilkes-Barre city administrator until he returns from his deployment to Haiti. Mayor Tom Leighton said Murphy has not completed his work at City Hall and will use accrued vacation, sick and personal time until his deployment is over. The mayor said it is not known how long Murphy will be in Haiti helping with the relief effort there, but his deployment could last until March. "J.J.'s resignation has been postponed at his request, and I accepted it," Leighton said. "He still has work to complete in the city and he will take care of that when he returns."

Murphy announced in October that he would leave his post at the end of January to begin a private consulting business. "J.J. Murphy's dedication as a city employee and his dedication to the country as a major in the U.S. Air Force are second to none," Leighton said. "The city supports J.J. and looks forward to his safe return." Murphy's salary with the city is around \$81,000, Leighton said. "I am very appreciative for all he is doing and has done at this time of war and need," he said.

The mayor announced last week that Murphy had been mobilized to deploy to Haiti in support of Joint Task Force-Haiti, which was formed to assist in the aftermath of the earthquake of Jan. 12. The mayor said Murphy will be a key member of the search-and-rescue effort, which is part of the U.S. military's disaster-relief effort, Operation Unified Response. Murphy's deployment began Jan. 20, and is scheduled to continue through early March. Just before he left, Murphy said, "The world has rallied around helping both the Haitian population and those affected by this devastation. As an Air Force major and an American, I am proud to be called upon to contribute to these disaster relief efforts. As a husband and father, I look forward to returning home more appreciative of the blessings I have every day."

Murphy was a driving force in establishing the city's surveillance-camera system and the establishment of Hawkeye Security, the not-for-profit company formed to handle the system. Murphy has been the city administrator since Leighton was elected mayor in 2004.

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
October 17, 2009

Administrator to leave W-B City Hall post
Author: Jen Marckini

WILKES-BARRE – City Administrator J.J. Murphy announced Friday that he will be leaving his position with the Leighton administration effective the end of January. Murphy said he informed Mayor Thomas M. Leighton this week of his resignation. He said he plans to pursue his own consulting firm and will remain in Wilkes-Barre. "I've thoroughly enjoyed my time with the administration," he said. Leighton did not return calls Friday evening. Murphy said he is leaving because he is missing spending time with his four daughters with the demands of his city position. His daughters are ages 9, 8, 5 and 4. "I'm doing it so I can spend time with my four girls," said Murphy, 38. "I'm gone before they get up in the morning and many times they're in bed before I get home."

Murphy was a driving force in establishing the city's surveillance-camera system. Part of the system is to be activated next month. He is the second to leave the Leighton administration within a month. Former city administrative coordinator Bridget Giunta left her post Sept. 30 to accept a position as associate director of alumni relations at Wilkes University. On Oct. 2 Leighton asked the FBI to look into the conduct of a city employee. Murphy said Friday his resignation had nothing to do with the federal probe and that he was on military duty when the mayor's request was made. "I've been debating this move, and Mayor Leighton has been aware of my desires for the last three months," Murphy said. "I love the city. I love city government. I'm passionate about it, but I've decided I have to dedicate more time at home."

Murphy, who has been with the administration for the five years Leighton's been in office, said he submitted his resignation now because he wanted to give the mayor enough time to hire a replacement. He listed accomplishments, which include helping to establish a city Web site, update office technology in City Hall and aid the mayor in sorting out multiple financial issues. Murphy had served as deputy administrator in July 2002. He had two other stints with city government: He was an intern while a student at King's College in 1992 and then served as mayoral assistant in 1996-97 when he was a grad student at Marywood University. He left in 1997 to go on active military duty for five years.

Murphy said one of the projects he is going to keep involved in is the plan for citywide surveillance cameras. Monitoring of the system will begin in mid-November. The system will be based in a command center in the city police station.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
September 25, 2009

A point of pride
Author: Bill O’Boyle

WILKES-BARRE-- Katie, Erin, Emma and Ryan Murphy were among the first children to utilize the new playground at Coal Street Park on Thursday, and deservedly so. Their father, city administrator **J.J. Murphy**, founded the GOALS Foundation in 2001, and eight years later the group provided most of the funding to build the \$220,000 playground. **Murphy**, his wife, Colleen, his four children and his father, Jack, were on hand for the dedication of the playground that is part of the \$14 million renovation of Coal Street Park. **Murphy** cut the ribbon as his boss, Mayor Tom Leighton, looked on. "This is the culmination of an eight-year dream for me," **Murphy** said. "We formed the foundation to help youth sports and to make them more affordable for kids of all ages." **Murphy**, with emotion in his voice and tears in his eyes, thanked his family for their support as he toiled for the foundation and the playground. "I want to applaud **J.J.** for his dedication to this fantastic community project," Leighton said to a crowd of onlookers. "This beautiful playground replaces slum and blight that was here for far too long."

With children playing in the background, **Murphy** and Leighton thanked representatives of the law firm Hourigan Kluger and Quinn and the Luzerne Foundation for partnering with the GOALS Foundation and the city to build the playground. Attorney Michelle Quinn said her law firm paid for a safety study to ensure the equipment and materials used for the playground were the safest. "Playground injuries have increased significantly over the years," she said. "We wanted to make sure any injuries here are minimal. That's why we brought in a safety expert to conduct the study."

Murphy said the GOALS Foundation gave around \$173,000 for the project. He said the city secured a grant for \$7,500. The balance came from the Luzerne Foundation. **Murphy** presented a check for \$5,000 to the South Wilkes-Barre Teeners' League. The league raised money to match the GOALS donation, he said. The league's vice president, Nick Marino Jr., said the money will be used to buy batting cages for Christian Field along Gordon Avenue and dugouts will get an upgrade. The playground is handicap-accessible and is one of the many new public features at Coal Street Park. The city began comprehensive renovations at the 31-acre park in the fall of 2008. The project includes the construction of a new 500-seat ice rink, training facilities and office space. The rink, which will open to the public this fall, will offer opportunities for the public to ice skate, as well as to participate in organized youth and adult ice hockey leagues, tournaments and sports camps. The Wilkes-Barre/Scranton Penguins will use the ice rink as a practice facility and the team's corporate offices will be housed in a new two-story building to be built next door.

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
July 8, 2009

Dog owners, experts growl at proposed vicious breed ban
Author: Nicholas Sohr

Wilkes-Barre's renewed effort to crack down on "vicious" dog breeds in public areas is too much bark and not enough bite when it comes to the real offenders, local dog experts and owners said Friday. "Sometimes these things are fear driven," said Cindy Stark, a member of the governor's Dog Law Advisory Board and shelter manager for the Luzerne County chapter of the Society for the Prevention of Cruelty to Animals. "I understand legislators and heads of municipalities are concerned for the safety of their citizens. But the bottom line is the owners are responsible for their animals."

Indeed, other advocacy groups and owners of the dogs whose breeds are consistently labeled "vicious" or "dangerous" agreed with Stark's assessment. Arden Fahey, an accountant from Wilkes-Barre, adopted her pit bull Gunner in early 2005. A college student renting a room in Fahey's parents' apartment building left the puppy behind when her parents wouldn't let her take it home. "I understand a lot of people's fear," Fahey said. "But if there's a problem with a specific person who has that breed, or a particular dog is causing a problem, then you have to address it. There's a lot of people who are not responsible dog owners." Gunner, Fahey said, has never been a problem for her three children, ages 11, 10 and 7, and even tolerates the other residents in the house, including dogs, guinea pigs, rabbits and a hamster. "It's the way you train the dog, she said. "Granted, there are a lot of things that are bred into dogs. But it comes down to how you train a dog."

Susan LaMontagne, of Swoyersville, pointed to the dogs rescued from property owned by former Atlanta Falcons quarterback Michael Vick, who pleaded guilty in 2007 to dog fighting charges. "Look at the Michael Vick dogs," she said. "Those were dogs that were fighters and they were retrained and now they're living with families with little children. "There are no bad dogs, just bad owners. So why punish responsible owners by banning an entire breed?" LaMontagne's Bear, a 2-year-old American Staffordshire Terrier - one of several breeds known as pit bulls - is more of a "licker" than a fighter, as the stereotype goes. "Years ago, I would have been the first to say 'ban them,'" she said. "Then I fostered one and I fell in love with them."

City officials argue any breed-specific laws would only be a part of their effort to ensure the safety of residents and visitors in public areas. "It's a great theory," City Administrator J.J. Murphy said of the nurture over nature contention. "But in reality, we've got a very dangerous situation here." The city's push, announced Wednesday by Mayor Tom Leighton, follows a much publicized incident in the River Common. A man's leashed dog was attacked by two loose dogs and injured so severely it had to be euthanized. "With the influx with all these vicious dogs, the next thing that's going to happen is it's going to be a child," Murphy said. "We're trying to be proactive. With all due respect to all these dog-lovers who think (some breeds are) not a very vicious dog, I have to disagree."

Blanche Williams, of Wilkes-Barre, has already had enough. In December 2003, her 2-year-old pug named Cuddles was killed on her front porch by a pit bull that escaped its owner's leash. "I just turned around and I saw his ugly face at the bottom of the steps," Williams said. "And before I could get her up in the house, he was up and at her, like it was his duty. My little dog didn't have a chance. "They're born to kill. I'm sorry. That's how I feel about them. They're bred to kill." Murphy said the city officials hope to increase fines for owners who break leashing and other dog laws.

The American Kennel Club, one of the loudest voices decrying "breed-specific" laws, advocates laws that "judge the deed, and not the breed." The club recommends towns take action only against specific animals and their owners using a tiered system to determine if dogs are dangerous, or could be dangerous, based on the severity of their transgressions. "I think that politicians think that banning a certain breed sounds good. It sounds like definitive action," club spokeswoman Daisy Okas said Thursday. "You're punishing the responsible people who own dogs and don't cause a problem."

Leighton has tried twice before to institute restrictions on "dangerous dogs." In 2001, when Leighton was a member of city council, he pushed to ban pit bulls, Rottweilers, German shepherds and Doberman Pinschers from city parks after authorities shot a pit bull during a raid at a Woodward Street home. A state law stymied the measure because it prevents municipalities from enacting laws that single out dogs based solely on breed. In 2005, Leighton pushed new legislation to ban pit bulls from the entire city. He was backed by police officials, who said the dogs were often kept by criminals, and were a danger to police officers. The effort was thwarted by the same state law. City officials plan to meet with state legislators after the state budget is approved. "We just can't sit idly by and know that we have a bad situation here," Murphy said.

Internet - Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
July 3, 2009

Payment of firefighters' settlement delayed pending city's appeal

Wilkes-Barre City and its firefighters union agreed Tuesday to delay payment of an up to \$1 million contract settlement until the matter has made it through an appeal in a state court. As part of the deal, the city will place the money in escrow to ensure it will be available should the firefighters ultimately win the legal tussle. "If we do have to pay it, the money is there. If we don't, the money comes back to the city," said attorney Don Brobst, who is representing the city in the matter. Luzerne County Judge Hugh F. Mundy approved the deal at the conclusion of a brief hearing Tuesday morning.

Wilkes-Barre Firefighters Association Local 104 filed a grievance in 2007, alleging contract violations that stemmed from yearly payments to police officers that started in 2002. The firefighters contract at the time required the city to equally pay members of the union and their police counterparts. Officers received between \$1,300 to \$1,500 annually, contingent on their maintaining state certifications. An independent arbitrator decided Sept. 12 the city owed firefighters back pay equal to the bumps given to police officers, which would cost the city more than \$737,000, and possibly up to \$1 million.

The city appealed the ruling in county court on Oct. 14, and the day after Mayor Tom Leighton unveiled his 2009 budget. At that presentation and during the months following, Leighton repeatedly harangued the firefighters for seeking the hefty settlement, claiming the majority of the city's 13-mill property tax hike would go to paying off the award. Brobst said during a court hearing in April the city has evidence that shows union President Tom Makar filed the contract grievance outside the statute of limitations. The city's evidence includes statements from City Administrator J.J. Murphy and Director of Human Resources Christine Jensen, and a letter from Makar to Jensen. Mundy, who ruled the evidence could not be admitted during the hearing, decided against the city in May. The city has appealed the ruling to Commonwealth Court but a hearing has not yet been scheduled.

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
June 13, 2009

Wilkes-Barre officials put Hawkeye feud to rest
Author: Nicholas Sohr

WILKES-BARRE - City officials buried their Hawkeye hatchets Thursday night, ending - or at least cooling - a long-running and very public feud surrounding Hawkeye Security Solutions, the non-profit organization heading the city's surveillance camera network project. "I have been a critic of the way things were being handled with Hawkeye," said council Vice-Chairwoman Kathy Kane, who has engaged in several terse debates with city administration surrounding the secrecy she said shrouded Hawkeye's creation and operation. But, Kane said, all that changed during a recent meeting with City Administrator J.J. Murphy, Kane's most frequent foil during the Hawkeye debates. "I am comfortable right now with the way things are going," Kane said. "We had a very informative meeting, we had a very personable meeting."

The emphasis contrasted the May 5 council work session, during which Kane claimed Murphy treated her "like a military prisoner" during a private meeting to discuss Hawkeye. Mayor Tom Leighton, Murphy and Hawkeye, which is run by board members picked by the mayor, have taken steps in recent months to open themselves to outside eyes, including holding open meetings and adding Councilman Bill Barrett to the board at Kane's suggestion. The \$2 million project will in coming months install more than 150 cameras around the city in parks, high-crime areas, parking garages and the downtown business district.

During Thursday night's meeting, council approved state and local tax breaks for 90 parcels in the city. The Keystone Opportunity Zone status must still be approved by Wilkes-Barre Area School District and Luzerne County before they can be sent along to the state Department of Community and Economic Development, city Deputy Administrator Marie McCormick said. The properties will be exempt from property, business privilege, mercantile and earned income taxes when developed and occupied for 10 years, as long as they are occupied before 2016. Council added 37 properties to the list holding the KOZ designation May 28.

Internet - Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
May 22, 2009

Businessman set to sue city, college
Author: Nicholas Sohr

A North Main Street nightclub owner alleges his business and clientele are being unfairly targeted by the City of Wilkes-Barre, which has stepped up police patrols in the area following a rash of high-profile violent crimes nearby. Thom Greco, the owner of The Mines and a long-time restaurateur, said he sent a letter outlining his complaint to city officials and King's College, located across the street from the bar at 105 N. Main St. City Administrator **J.J. Murphy** confirmed he had seen the Greco letter, which threatened a lawsuit against the city and King's, alleging The Mines has been singled out from the rest of the Main Street bar scene because of the customers there on Thursdays, Fridays and Saturdays.

Murphy denied Greco's club was the target of discriminatory policing tactics. He said the city increased patrols at the behest of students and parents worried about crime in the area. "We have deployed police officers in that area up and down Main Street," **Murphy** said after Thursday night's city council meeting. "There was a girl who was murdered on North Main just a few weeks ago. I thought Mr. Greco would advocate, as he has in the past, for a safe downtown." Greco said the incidents in question could not be tied to his club. The Mines is being targeted because 25 percent to 30 percent of his customers are minorities, he said. The lawsuit will probably be filed within 45 days, Greco said, and he will "absolutely" be seeking monetary damages to make up for lost business. "It has to be uniform enforcement and uniform oversight," Greco said. "They have targeted and harassed our business so they can turn our business away." "What they've done is they've killed our crowds," he added later. "There's five bars, and they're leaving the other bars alone and targeting me."

Since March 27, a King's student was stabbed at Jackson and Washington streets, another claimed he was shot at in front of the Mines and another claimed he was held at gunpoint at North Main and Union streets. On April 18, a woman was stabbed to death a little more than two blocks up North Main from the club. There's no evidence any of the recent incidents were linked to The Mines. "My understanding is that the officers have been in front of all the establishments because of the rash of crimes in that area," **Murphy** said. "And I know for a fact that the other businesses in the area have complimented the city on the (police) presence." Greco said some of the policing has gone above and beyond the necessary presence, citing a "seatbelt checkpoint" complete with flashing lights on police cruisers stationed outside The Mines on Friday and Saturday night, and more than 30 city, county and state officials patrolling his block on a night earlier this month. "You can't harass and turn people away," he said. "You can't deprive us of enjoying the benefit of our building and the investment we've made." In an alert sent in early April to King's College students about ongoing crime around campus, college officials said they had been in contact with the state Liquor Control Board about "problems" associated with the club. When reached by phone Thursday, King's spokesman John McAndrew said he could not

Section 10

Internet – Newspaper Archives Searches John J. “J.J.” Murphy *(Articles are in reverse chronological order)*

comment as he had not seen Greco's letter. Bob Kalinowski, staff writer, contributed to this report.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

The Times-Tribune
May 12, 2009

Judge dismisses Scranton man’s civil rights suit against Wilkes-Barre

A federal judge has dismissed a civil rights suit filed against the city of Wilkes-Barre by a Scranton man arrested while carrying a sign critical of then-President George W. Bush during the city's 2005 St. Patrick's Day Parade. In a ruling issued Monday, U.S. District Judge James Munley rejected the arguments of Kurt Shotko, 41, that the arrest violated his First Amendment rights and that police had no grounds for the arrest. In rejecting the First Amendment argument, Judge Munley ruled Mr. Shotko filed his federal complaint more than two years after the arrest and the statute of limitations had run out on that claim. In dismissing the wrongful arrest argument, Judge Munley noted that a Luzerne County jury found Mr. Shotko guilty of four counts of disorderly conduct and one of resisting arrest and that the state Superior Court upheld all of the convictions except one. The defendants in the suit were the City of Wilkes-Barre, its police department, Mayor Thomas Leighton, police Chief Gerry Dessoie, city Administrator John J. Murphy and three city police officers.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
May 6, 2009

W-B councilwoman questions 'conflicts of interest' in Hawkeye leadership
Author: Nicholas Sohr

WILKES-BARRE — City Council Vice Chairwoman Kathy Kane accused a high-ranking city official of treating her “like a military prisoner” when the two previously discussed the city-sponsored, nonprofit corporation overseeing the design and installation of the citywide surveillance camera network. The accusation came in a tense exchange with City Administrator J.J. Murphy during Tuesday night’s work session after Kane again raised questions about Hawkeye Security Solutions — the nonprofit — citing concerns over potential “conflicts of interest” in the group’s leadership. She did not elaborate further, and said she would soon submit questions regarding Hawkeye to city attorneys. “I don’t think city council should have been left out of it from September to February,” Kane said after the meeting. “I don’t think the city solicitor should have been left out of it. “I worry about conflicts of interest, that’s all.”

Murphy and two members of the city IT department, Lou Lau and Frank Hershberger, have served on the board of Hawkeye since early April. Before that, they were consultants who were originally paid \$6,000 total in stipends, but agreed to return the money after questions were raised. “Is there a reason you need three city employees on the Hawkeye board?” Kane asked Murphy. “The reason is Lou and Frank are IT guys,” Murphy replied. “They bring expertise. It’s a multi-million dollar project and I think you want that expertise.” “OK, that’s Frank and Lou. What about you?” “We need city people to sometimes be involved” in such projects, Murphy said later. Mayor Tom Leighton asked me years ago to make sure Wilkes-Barre joined the communities across the country taking advantage of the (surveillance) technology.”

Kane first publicly raised concerns over Hawkeye at the April 7 council work session, voting against a resolution to allow the group access to \$2 million in state grants awarded to the camera project. That measure, which was passed on the votes of the other four council members, also made Hawkeye a “local agency,” opening its meetings to the public and subjecting it to open records laws, part of a recent effort to make Hawkeye’s actions transparent to city residents, and council. Council Chairman Tony Thomas Jr. said he asked Murphy in February to set up meetings with all the council members to explain Hawkeye’s existence role.

Hawkeye was created in September to insulate the city from potential legal and financial liability associated with the camera project. “You sat behind your desk and treated me like a military prisoner,” Kane said of the meeting. “And I don’t need that from you.”

“Don’t disparage people in the military because you don’t like me,” Murphy, a major in the Air Force Reserve, said later. “Don’t put that on me,” Kane said. “You brought it on yourself, Kathy,” Murphy said. Murphy accused Kane of launching the attacks because of a personal bias against him, a notion both Kane and Councilman Bill Barrett rebuffed later. “He thinks I hate him,” Kane said after the work session. “I’ve never hated him. We just have issues.”

Section 10

Internet – Newspaper Archives Searches

John J. "J.J." Murphy

(Articles are in reverse chronological order)

City police, Frontier Communications, the Internet provider powering the citywide wireless network, and engineers with TAC, the company awarded the camera contract, have been scouting locations for the more than 150 cameras. City officials expect the network to be in place and operational in the early fall.

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
April 24, 2009

W-B OFFICIALS STRIKE BACK ON CRIME-FIGHTING COMMENTS

Author: Bill O'Boyle

WILKES-BARRE - The city administrator took sharp exception to allegations made by a Crime Watch member who questioned the mayor's commitment to crime fighting. **J.J. Murphy** defended Mayor Tom Leighton and the city administration after Ray Arellano made the claims before council Wednesday night. Arellano said that at the last two Crime Watch meetings there has been no representation from the police department. "This is the first I'm hearing about this," **Murphy** said. "It is my understanding that the Crime Watch leadership has been pleased with the level of cooperation between the city, the police and Crime Watch. Make no mistake about it, there are some issues, but the statistics show that Wilkes-Barre is safer than most other towns of the same size."

Murphy said crimes are being solved in the city and there has been a significant investment in crime prevention. He cited the recent contract awarded for the installation of 150 surveillance cameras throughout the city and the application for a grant to hire five more police officers. City police representatives, along with **Murphy**, were meeting with Crime Watch representatives Wednesday night to discuss issues. Council approved the mayor's request to file an application with the U.S. Department of Justice's Office of Community Oriented Policing Services Hiring Recovery Program. He said the \$500,000 grant would pay for five new police officers' salaries and benefits. Councilman **Bill Barrett**, a former city police chief, reiterated a comment he made at Tuesday's council work session, when he said that if the application is approved, one of the five new officers should be designated as a full-time crime-prevention officer. "I'd rather prevent crimes than investigate them," **Barrett** said. Councilman **Mike Merritt** agreed, saying the lack of a crime-prevention officer is the "missing piece" in the city's crime-fighting approach.

Lou Wehbrecht, owner of **Outsiders Bar** on South Main Street, asked council for permission to "make noise." **Wehbrecht** said he has received about 16 citations from the Pennsylvania Liquor Control Board enforcement division for loud noise at his bar. He said he has live bands that play inside. **Wehbrecht** said the LCB advised him to contact the city for a permit to allow for the loudness at his venue. **Bill Vinsko**, assistant city attorney, said he will contact the LCB and look into the matter.

Murphy announced the dates of the citywide white goods cleanup will be May 8 and 9. **Murphy** said there will be eight drop-off locations: Gordon Avenue and Willow Street, Franklin and Sullivan streets, High Street Fire Station, Mayflower near Stanton lanes, Coal Street Park, the city Department of Public Works garage, Scott Street Fire Station and the BOG parking lot. White goods are old metal household items like cabinets and desks, lawn mowers and major appliances. Electronics, box springs, fabric furniture and non-metallic items will not be collected, he said. Items must have a sticker supplied by the city to guarantee its pickup, **Murphy** said.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
April 21, 2009

Judge to rule on city's appeal of arbitrator's award to firefighters
Author: Nicholas Sohr

Luzerne County Judge Hugh F. Mundy will rule within a month on Wilkes-Barre's appeal of a \$1 million arbitrator's award due to the city firefighters' union, the judge said at the conclusion of a Monday afternoon hearing. But, that ruling may not bring about the end of the legal battle. Wilkes-Barre Firefighters Association Local 104 filed a grievance in 2007, alleging contract violations that stemmed from yearly payments to police officers that started in 2002. The firefighters' contract at the time required the city to equally pay members of the union and their counterparts on the police force. Officers received between \$1,300 to \$1,500 annually, contingent on their maintaining state certifications.

An independent arbitrator decided Sept. 12 the city owed firefighters back pay equal to the bumps given to police officers, which would cost the city more than \$737,000, and possibly up to \$1 million. The city appealed the ruling in county court in October. Attorney Don Brobst, who is representing the city, spent much of the 30-minute proceeding on Monday introducing evidence that Mundy had already declined to consider twice. Mundy, in a March 9 ruling, wrote including the evidence would “be a giant step toward conducting a de novo (new) hearing,” which falls outside the scope of the appeal.

The city's evidence includes statements from City Administrator **J.J. Murphy** and Director of Human Resources Christine Jensen, and a letter to the city from union president Tom Makar that the city argues shows he filed the contract grievance outside the statute of limitations. Those documents could be considered in Commonwealth Court should either side appeal Mundy's forthcoming ruling, said Stephen Holroyd, attorney for the firefighters' union.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
April 8, 2009

City employees return money received for consulting on city camera project
Author: Nicholas Sohr

WILKES-BARRE - Three city employees will return \$6,000 in stipends they received for consulting work done for the city-sponsored, nonprofit entity created to oversee the city-wide surveillance camera project, city officials said Tuesday night.

“This project is too positive,” said City Administrator J.J. Murphy. “If there’s going to be a cloud over it because of the stipend, it’s not worth the stipend.” Murphy said the contract for the network will be awarded and presented to the public Tuesday, April 14. Murphy received \$3,000 from Hawkeye Security Solutions, the non-profit overseeing the project. Murphy’s 2009 salary is \$78,757, according to city documents.

City IT Director Louis Lau and IT Engineer Frank Hershberger were both paid \$1,500 stipends by the Hawkeye board of directors. Lau’s 2009 salary is listed as \$62,832, and Hershberger’s, \$39,338. Murphy, Mayor Tom Leighton and Council Chairman Tony Thomas Jr. said the decision to return the stipends to Hawkeye was made before Vice Chairwoman Kathy Kane requested that the city’s legal counsel investigate “the legality” of Hawkeye’s existence. Kane voted against a resolution on Tuesday night’s agenda to allow Hawkeye access to \$2 million in state grants awarded for the camera project. The city must provide receipts to the state for completed work before the money is released. “Something about this just doesn’t seem right to me,” she said after the meeting. “There are pieces missing.”

Hawkeye was incorporated Sept. 12, according to state records, and its address is listed as 40 E. Market St., which is city hall. Hawkeye is run by five board members: former Deputy City Controller Laura Brace, Wilkes-Barre Vo-Tech Principal Frank Majikes, former Councilman Phil Latinski, former police Chief Joseph Coyne and police Patrolman James Fisher, whose 2009 salary is \$49,689. Leighton said the non-profit was created on “advice from the (city) attorneys” in the vein of city boards and authorities to insulate the city from legal liability. “It was determined we would create another entity to run this project because if you look around the country, most camera networks aren’t run by cities for legal reasons,” Leighton said.

The network will include more than 100 cameras throughout Wilkes-Barre, including in the downtown, neighborhoods and parks. On Tuesday, Hawkeye board members will choose a contractor to design, install and maintain the system from four IT companies: CDW-G, a subsidiary of CDW Corp.; T.A.C., a subsidiary of Schneider Electric; GTSI; and Let’s Think Wireless.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
March 17, 2009

Wilkes-Barre will re-examine county-wide records program
Author: Nicholas Sohr

Flush with state and federal funding, Wilkes-Barre is re-evaluating its role in a county-wide police record sharing program after learning the project has fallen out of favor with Luzerne County officials. In the last year, the city has seen \$1 million come its way for the project — \$500,000 in state gaming tax revenues awarded last March and another \$500,000 earmarked by U.S. Rep. Paul E. Kanjorski, D-Nanticoke, in a spending bill passed earlier this month. The ultimately successful gaming grant application submitted to the state Department of Community and Economic Development says the program would “give law enforcement officers unprecedented and immediate access to local, state and national data and will facilitate data sharing and reporting between Luzerne County’s many police departments ...”

The project, estimated at \$3 million, included 150 computer workstations at 54 police and county agencies to allow them to share information on warrants, police reports and other filings. Luzerne County was to fund half, but informed the city of its intention to back out of the records portion this fall, City Administrator **J.J. Murphy** said Monday. “Because they seemed to be going away from the records management piece, they wanted us to take that on,” **Murphy** said. “We’re evaluating what we can do with the money. Whatever system we use, it will be one that can be used by other communities in the county.”

The scope of Wilkes-Barre’s project could also change, with the unexpected federal dollars making their way to the city’s coffers. “We’re going to have more money than we need for the Wilkes-Barre records management system,” **Murphy** said. “Ultimately, the mayor will have to talk to the police chief and decide what the best use for the money would be in there’s some remaining.” **Murphy** said the city is crafting a new proposal to send to the state for the use of the gaming money. When the local share of the revenue from gaming taxes is divvied up each year, the state enters contracts with municipalities receiving awards to control how the funds are used. DCED spokeswoman Janel Miller said her department does work with towns to redeploy grant funding if the scope of their project changes, as long as the project meets the same criteria. The funds are doled out as reimbursements, not in up-front lump sums. Thus far, Wilkes-Barre has not drawn any money for its records management program from the state allotment, **Murphy** said.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
April 9, 2008

PARADE PROTESTER SHOTKO SUES

Author: Terrie Morgan-Besecker

A political protester who was convicted of disrupting the 2005 St. Patrick's Day parade in Wilkes-Barre filed a federal lawsuit Monday against the city and several police officers, alleging they violated his First Amendment right to free speech. Kurt Shotko, 40, of Moosic Street, Scranton, claims he was peacefully protesting against President George W. Bush when he was accosted by several officers who arrested him without just cause. Shotko and a co-defendant, Victor Bobrzyk, were convicted in January 2007 of three counts of disorderly conduct in connection with a protest on Public Square during the St. Patrick's Day parade on March 10, 2005. Shotko and Bobrzyk were carrying signs that were critical of the Bush administration. Police said Shotko and Bobrzyk became unruly after police asked them to move away from the crowd because the wind was blowing their signs into spectators. An appeal of the conviction is pending before the state Superior Court.

The lawsuit, which Shotko authored and filed himself, claims the men he and Bobrzyk were not disrupting the parade in any fashion. The suit says police were summoned to the area by City Administrator J.J. Murphy, who approached Shotko and demanded that he stop walking on the sidewalk near the reviewing stands. The suit says Murphy refused to allow Shotko to move forward, then made a call on his cell phone. Within a minute, police arrived and arrested the men. Shotko says police received no complaints from spectators, and that officers made no effort to speak to Shotko or Bobrzyk before arresting them.

The suit seeks unspecified compensatory and punitive damages. Named as defendants, in addition to the city and Murphy, are Mayor Tom Leighton, Police Chief Gerry Dessoye, Capt. Donald Crane and Officers Albert Rodriguez and Dwayne Price.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
January 26, 2008

CITY WORKING TO EASE PARKING CRUNCH

Author: Bill O'Boyle

WILKES-BARRE - Parking is at a premium in the downtown area since demolition began Wednesday at the Park & Lock Central. The city opened a vacant lot at South Washington and East Northampton streets to accommodate some of the displaced parkers. The lot at the site of the former Old Fell House contains an estimated 50 parking spaces. J.J. Murphy, city administrator, said the parkade remains open, but with reduced capacity because of the project. Vehicles can enter and exit the parkade from South Main Street. "The parkade is temporarily two-way, and that's caused a reduction in parking spaces." Murphy said the situation is temporary to allow for the Intermodal Transportation Center. The \$25 million project is expected to be completed by the end of this year, he said.

Patrons of Movies 14 can still use the parkade, Murphy said, and are allowed to use the Old Fell House lot after 5 p.m. daily. Murphy said the city is looking for other available parking to accommodate theater patrons and downtown workers. An additional 30 parking spaces will be available along South Main Street between the Army-Navy Store and Bell Furniture. "We have been talking to displaced parkers and we are continuously trying to find more available spaces," Murphy said. "We understand this is an inconvenience and we are trying to ease that pain." Murphy said about 100 parking slots will be lost during the construction project.

Kristen Dallaverde, house manager at Movies 14, said patrons have been coping with the situation. She said she has heard a few complaints, though "not many." When the Intermodal project is finished, Murphy said an estimated 752 parking spaces will be available. Additionally, all public transportation vehicles will be moved from Public Square, creating additional metered parking there. "We understand this is an inconvenience and we are trying to ease that pain."

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

News-Item, The (Shamokin, PA)
January 19, 2008

More News
Author: Staff

WILKES-BARRE – City Administrator J.J. Murphy, a major in the U.S. Air Force Reserves, will be deployed to Djibouti, Africa, for a six-month tour starting in March to serve as a search and rescue controller. Murphy, a father of four girls, has spent over 10 years in the Air Force, more than six of which have been on active duty. The 36-year-old has never been deployed to a combat area overseas until now. After talking it over with his family and Mayor Tom Leighton, Murphy agreed to go to eastern Africa after his commander asked him. "The reaction by this patriotic community has been overwhelming thus far," Murphy said. "I know some people are confused about why I would want to go overseas and help in this global war. Maybe the great Thomas Paine said it best when he said, 'If there must be trouble, let it be in my day that my child may have peace'."

Murphy and his wife Colleen have four daughters, ages 2, 3, 6 and 7. He said the most difficult part of his deployment is that he won't be able to see his family. "I am excited to help my unit and serve side-by-side with some great Americans, but I will be sad to leave my family and friends," Murphy said. "I think some people were shocked that I'm going, but everybody who has found out so far has been very positive and willing to help. They have been very supportive and that has been a source of strength for me."

Murphy, who is originally from Philadelphia, came to Wilkes-Barre in 1989 to attend King's College, where he received a bachelor's degree in political science in 1993. He later received a master's degree in public administration from Marywood University. While he was at King's, he completed an internship working with former city clerk Bill Brace. He later worked as former Mayor Tom McGroarty's assistant and was named deputy administrator in 2002. He has served as city administrator since Leighton took office in 2004. He became a second lieutenant in the U.S. Air Force after completing two years in Wilkes University Reserved Officer's Training Corps while attending graduate school. His Air Force career has taken him many places across the country. He said he looks forward to working alongside some of America's "bravest" men and women in Djibouti, Africa, which is bordered by Eritrea in the north, Ethiopia in the west and south, and Somalia in the southeast.

"There are active military operations in various locations throughout the world and this is one of those hotspots," Murphy said. "The war on terrorism is a global war and we have brave men and women on duty answering this country's call. I would much rather be overseas than having another Sept. 11. This is just J.J. Murphy doing his part. I'm honored to be asked and I'm proud to stand up and answer our country's call."

Murphy coordinated the Healing Field at Kirby Park in 2004, which consisted of more than 4,000 flags which honored people who died on Sept. 11, 2001 and military members who died

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Internet – Newspaper Archives Searches

John J. "J.J." Murphy

(Articles are in reverse chronological order)

fighting the war on terror. He has been an integral part of such initiatives as establishing wireless Internet service and setting up surveillance cameras. "I will continue to move projects forward on a daily basis until I leave," Murphy said. "We have a good team here and I'm confident that they're going to continue Mayor Leighton's initiatives." Deputy Administrator Marie McCormick will fill in as acting administrator while Murphy is in Africa. A policy enacted during Leighton's administration allows Murphy and other employees who serve in the military to use accrued sick leave and continue to receive pay. The policy also establishes a bank for employees to donate sick or vacation days to military members. Murphy said he will use his accrued sick leave and still will receive a military paycheck when that time runs out. "This deployment will be more of an emotional hardship on my family," Murphy said.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
June 5, 2007

**W-B OFFICIAL: CITY'S DEAL FOR WI-FI REMOVES RISK
W-B HAS NOT HAD TO PUT ANY TAX DOLLARS INTO BUILDING THE SYSTEM.**
Author: Bill O'Boyle

WILKES-BARRE -- As far as wireless Internet projects go, Wilkes-Barre is no Lompoc, Calif., and residents of the city can thank the mayor and his staff for that. J.J. Murphy, Wilkes-Barre city administrator and chief executive officer of Wire Free Wilkes-Barre, says Lompoc's approach to become a wireless city was not the model to follow. Murphy, who lived in Lompoc while he was stationed at Vandenberg Air Force Base from 1998 to 2000 -- before the wireless project began there -- said he feels Wilkes-Barre's deal with Frontier Communications removes the financial risk from the city and assures a safer and more efficient operation.

Lompoc, a central California city of about 42,000, invested \$3 million to blanket the city with a wireless Internet system, promising a quantum leap for economic development in the remote community near Vandenberg. Hard hit by cutbacks at the Air Force base, the Lompoc Net project is limping along, with a few hundred subscribers signed up, far less than the 4,000 needed to start repaying loans from the city's coffers, according to an Associated Press story. Securing a minimum requirement of subscribers doesn't apply to Wilkes-Barre's plan, Murphy said, because Frontier will own and operate the system and solicit subscribers.

"The difference here is that we partnered with Frontier," Murphy said. "It's their system. They will market the system and they will sign up subscribers. The success of our system is based on the business model that Frontier lays out. But the key component is that we already have four anchor tenants committed to the project." Those anchor tenants are Wilkes-Barre City, Luzerne County, Wilkes University and King's College. Unlike Lompoc, the city has not had to put up any tax dollars into the building of the system. The city will pay \$75,000 per year for use of the system once it's up and running, a cost Murphy feels any city would gladly accept. "This system will aid our police department, fire department and other city services," Murphy said. "There are so many opportunities available through wireless that two years ago weren't even on the drawing board. Wilkes-Barre will be one of the most technologically advanced cities in the entire country. That's something we all can be proud of. Any city would jump at this deal."

Murphy said the city's downtown will be completely wireless by Aug. 18. He said traveling around the country to research wireless systems enabled the city to put together a plan that will provide wireless access at the least cost to taxpayers. "We looked at so many systems," Murphy said. "We took all that information and decided the best way to go was to find key partners and reduce the financial risk to the city and its taxpayers. We've done that and the entire county will benefit."

Lompoc and some other U.S. cities are finding their Wi-Fi projects are costing more and drawing less interest than expected. According to an AP report, more than \$230 million was spent on Wi-

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(Articles are in reverse chronological order)

Fi projects in the United States last year and the industry Web site, Muni Wireless, projects \$460 million will be spent by the end of 2007. Municipal Wi-Fi projects, AP reported, use the same technology behind wireless access in coffee shops, airports and home networks. Hundreds or thousands of antennas are installed atop street lamps and other fixtures. Laptop computers and other devices have Wi-Fi cards that relay data to the Internet through those antennas, using open, unregulated broadcast frequencies. In theory, one could check e-mail and surf the Web from anywhere.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice
December 10, 2006

Always someone watching
Author: Denise Allabaugh

WILKES-BARRE — Everyone on Public Square is being watched through a tower of surveillance cameras. Many people say the cameras make them feel safer and deter crime downtown, while civil liberty advocates argue they are an invasion of privacy. The cameras on Public Square were installed as a test system at a minimal cost to the city to increase security downtown, said City Administrator J.J. Murphy. The city only paid for the shipping costs for these cameras, he said.

Elsewhere in the city, nine surveillance cameras were installed in city hall and nine in the Department of Public Works Garage. The city purchased the cameras earlier this year from Interlogic Technologies for \$9,850. Mayor Tom Leighton said he can monitor the cameras in city hall from a television in his office. Wilkes-Barre Police Chief Gerry Dessoie and Murphy would not say who else is watching the surveillance tapes. Hidden cameras also were installed in other city locations, which Murphy and Dessoie would not identify. “We will not disclose all the locations and who is monitoring them. That’s why it’s a security system,” Murphy said. “We don’t want people to know who’s looking at them, when and how often. If people aren’t doing anything wrong, they have nothing to worry about.”

Signs in city hall inform people that surveillance cameras are in place, but there are no signs in “troublesome” neighborhoods where cameras were installed, Murphy said. “There are some cameras you see, but some you don’t see. It’s the same way in banks,” Murphy said.

Wilkes-Barre resident Tim Grier recently attended a city council meeting and submitted written requests asking for the locations of surveillance cameras. He also asked who can view images captured by the cameras, how long the images are stored and what measures are being taken to ensure the images are not “misused.” City officials were “evasive” in their answers, said Grier, who created the Web site www.unamericanluzernecounty.org. “While bringing new business to the city is important for revitalization, ignoring the civil liberties of the average citizens, who make up the bulk of the tax base, most likely repels as many individuals as these pro-business policies attract,” Grier said.

Larry Frankel, legislative director for the American Civil Liberties Union, argues there is no clear evidence that surveillance cameras improve security. When cameras are in public places, that limits people’s rights to privacy, he said. He asked who decides where the cameras should be. “There are those who say they aren’t accomplishing what they’re supposed to,” Frankel said. “The government ought to study if they really are helpful for how much they cost or can other measures be taken to make people feel safer.” Although no statistics were available showing surveillance cameras improve security, Dessoie said he has been an investigator long enough to know the first thing police check at a crime scene is surveillance cameras. “I think the more

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

cameras, the better. If you commit a crime and you're on camera, it's a lot easier to identify you and prove the crime," Dessoie said. "I wish the whole downtown was covered with them. I wish the whole city was covered with them. If I don't want someone to see me, I won't go where the cameras are and I hope criminals think the same way."

Robert Finlay, president of Humford Equities, pays for surveillance cameras at the downtown locations he owns, including 15 Public Square, 39 Public Square, Midtown Village and the state Labor and Industry Building. Signs tell the public that these surveillance cameras are in place. Finlay has turned over many tapes to police. Thanks to these tapes, police were able to nab juveniles who desecrated the state Department of Labor and Industry building with graffiti. Cameras helped police catch two purse snatchers, Finlay said. Detectives are reviewing Finlay's tapes to look for a man who has been stealing laptop computers from downtown office buildings, he said.

Downtown Wilkes-Barre business owners interviewed said they are in favor of surveillance cameras. Ron Romanoski, owner of the new Fuse martini club, said he feels secure with Midtown Village covered in surveillance cameras. "I personally believe a system has to be set up with Big Brother watching," Romanoski said. "It brings a sense of security to residents, but we also need to watch crossing boundaries of people's private lives." Joseph (Tex) Clauss, owner of Campus Square Billiards, was unaware that surveillance cameras were on Public Square until a reporter told him about the tower. He doesn't see cameras as an invasion of privacy, but he was quick to add, "If the bad guys know they're there, they're a good thing." "Basically, they patrol the streets," Clauss said. "They should act as a deterrent."

More cameras will be installed in the future when the city establishes wireless Internet service, Murphy said. "It's a different society we live in today," Murphy said. "We are going have an extensive camera network set up in the city so people have an additional safety mechanism. Ultimately, this is what is going to separate Wilkes-Barre from other towns our size. "Scranton is following in Wilkes-Barre's footsteps. Installation of security cameras in Scranton is expected to begin early next year, city officials said. Siemens Building Technologies, of Buffalo Grove, Ill., was awarded a \$219,985 contract for installation work.

Times Leader, The (Wilkes Barre, PA)
November 22, 2006

**CITY PURCHASES PROBLEM STRUCTURES DURING COUNTY TAX SALE
OFFICIAL: PROPERTIES ON HANOVER AND RIVER STREETS BOUGHT OUT OF
FEAR NEW OWNERS WOULDN'T PROPERLY REPAIR THEM**

Author: Jennifer Learn-Andes

WILKES-BARRE - Arthur Ward had it all planned out. He would live the rest of his days in the well-kept-Hanover Street-row home that he and his wife shared for 53 years. "Our vacation was our front porch. That house was our pride and joy," the 80-year-old said on Tuesday. But that changed at 1 a.m. March 22, when fire in an adjoining property forced him to move to an apartment. The fire had followed months of loud noise, round-the-clock traffic, code violations and crime problems at the adjoining 148 Hanover St., he said. Wilkes-Barre officials hope the city's purchase of the eyesore property for around \$5,000 at Monday's Luzerne County back-tax sale will give some relief to Ward and other neighbors who have complained repeatedly for more than a year.

The county sold the property because owner Renee Morinelli owed taxes from 2004 or earlier. City officials plan to hire a demolition contractor to figure out a way to cut out the charred remains while leaving the adjoining properties and the entire façade intact, said city Administrator J.J. Murphy. The city also purchased an eyesore property at 445 S. River St. with an adjoining lot for around \$20,000 from Monday's back-tax sale. The city bought the properties fearing that they would be snatched up by people who buy them cheap without the funds or desire to properly repair them, Murphy said. He cautioned that city inspectors will keep tabs on absentee landlords who bought these properties to make sure they bring them up to code. "If they think this is the Wilkes-Barre of old, they are wrong. It's not a place where you can come in and take advantage of our residents," Murphy said.

The 445 S. River St. property has been written up for code violations for at least five years. Murphy said the owner, James Morrison, is in prison. City officials visited him in prison encouraging him to sell it to the city, but Murphy said he wasn't interested. Murphy and other city representatives checked out the property after Monday's sale to make sure it was secure, and he doesn't think it will be cost efficient to fix it up for habitation because "it's falling over." The city will figure out what funds are available and explore possible uses for the property, Murphy said. "I'm sure the mayor will talk to residents. The residents down there are some of the most active people in the community and aggressive in their crime-fighting," Murphy said. Morinelli said the city's work may allow him to sell the old homestead. He said he doesn't have the energy to redo the place and move back. "My house is completely gutted. My house still stinks of fire," he said. "This ruined our lives."

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
April 23, 2006

More News

Author: Denise Allabaugh

WILKES-BARRE - The city's newly formed Community Action Team will not be the "media circus" the former Neighborhood Impact Team was, Mayor Tom Leighton said. The Neighborhood Impact Team, an initiative of former Mayor Tom McGroarty, often alerted the press before condemning problem properties. Leighton, who disbanded the NIT when he took office, announced the creation of the Community Action Team at a press conference last month. He said although the goal of cleaning up neighborhoods remains the same, the new initiative will be more low-profile.

Leighton said it's not a tenant's fault if a landlord fails to keep a property safe, and he doesn't want to make the resident's problems public. He said he will not tell the media before the city shuts down problem houses. "We want to make sure that we're not violating anyone's rights," Leighton said. "I'm not out to embarrass tenants." The team consists of officials from the mayor's office, building inspector's office, health department, legal department, police department, fire department and zoning office. They inspect properties two to four days a week, the mayor said.

Since March 30, about 50 homes have been inspected, said Greg Barrouk, who serves as community revitalization coordinator and Leighton's assistant. Since Barrouk was named the contact for the Community Action Team in March, he has been fielding a steady stream of complaints about nuisance properties around the city. Three homes have been posted unfit for human habitation, Barrouk said. Six tenants were evicted from an apartment building at 40 Irving Place on Friday, and the city kicked three people out of a condemned property at North Washington and Bennett streets that had no running water. "Major complaints from people are about trash build-up in backyards or siding falling down on houses," Barrouk said. "We are going through the legal process about the more serious complaints."

Some homes that city officials condemned were already vacant, Barrouk said. When occupied homes are shut down and families need to be re-located, city officials contact the Commission on Economic Opportunity to provide shelter, he said. City Administrator **J.J. Murphy** said the team's ultimate goal is not to displace residents, but to clean up neighborhoods. "Although sometimes a family must be evicted if the property is uninhabitable, it at least sends a message to the rest of the neighborhood that we're serious about cleaning up the city," **Murphy** said.

Murphy also stressed the differences between the Community Action Team and McGroarty's Neighborhood Impact Team, which was the target of several lawsuits. Landlords claimed the city violated the 14th Amendment to the U.S. Constitution, which protects rights of property owners. The lawsuits were settled out of court. Assistant Solicitor Bill Vinsko said the new team is "making sure the legal avenues are covered so that we can really make an impact." Team members can only enter a home if they have the property owner's permission or if they have

Internet – Newspaper Archives Searches

John J. "J.J." Murphy

(Articles are in reverse chronological order)

"probable cause" to be there, Vinsko said. If a police officer responds to an incident and spots code violations, he can notify the code enforcement department, he said. "You can't just walk in and start inspecting properties without being invited in or permitted in without a search warrant," Vinsko said.

The media is not notified every time the Community Action Team inspects properties, although the media was notified of every Neighborhood Impact Team inspection. Murphy said it will not be the "spectacle" the Neighborhood Impact Team was. "The TV cameras and the media are not going to be with us in a way that they intimidate people or embarrass them," Murphy said. Tenants cause some problems and landlords cause some problems in blighted properties and "the problem infests itself into the neighborhood," Murphy said. He feels it is not "appropriate" to notify the media every time a home is being posted unfit for human habitation and a family is being evicted. "You can't go and take pictures and videos of kids getting thrown out," Murphy said. "Although the action might be appropriate, putting that family on the news or putting a picture of them and their home in the paper is not appropriate. We're trying to clean up the city without all the glamour and glitz."

Sally Healey, who headed up the Neighborhood Impact Team, said she believes "working with the press is of paramount importance." "You can't embarrass an errant landlord or a drug dealer too much," Healey said. The press can show the conditions of the houses in blighted condition and when they are cleaned up, Healey said. "The Neighborhood Impact Team was very visible. I believe the visibility of the team gave people hope and gave them knowledge that we were out there posting homes," Healey said. "I welcomed the presence of the press. We had nothing to hide."

McGroarty was known to accompany the Neighborhood Impact Team and often badgered landlords with questions about when they planned to clean up their properties. Leighton has not accompanied the Community Action Team in the field. "I have confidence they can do the job without me leading them and without my interference," Leighton said. "They're responding to problem properties and we're following up on them. They're not just hitting them and going on to new properties. They're repeatedly going back to make sure they (problems) are corrected."

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
March 1, 2006

**W-B TIGHTENS RELEASE OF INFO TO MEDIA/ REQUESTS FOR INTERVIEWS
WITH OFFICE HOLDERS OR DATA MUST NOW GO THROUGH A
COORDINATOR.**

Author: Jon Fox

WILKES-BARRE - The city has enacted a new media inquiry policy that requires reporters to go through administrative coordinator Bridget Giunta for requests for information or interviews. City Administrator **J.J. Murphy** said the policy is an effort to streamline communication with the media and more quickly disseminate information. "We're hoping it improves the process," he said. The policy is something Mayor Tom Leighton and members of his administration have been discussing for a few weeks, and it was officially put into place this week, **Murphy** said. "There's been too many instances where the media has been trying to get into touch with us, and we either didn't know about it or didn't get back to them in a timely manner," he said.

Murphy said there have been times he didn't get a message from a journalist until after 5 p.m., and he would have been able to easily respond to the question had he gotten word earlier. Funneling requests for information through Giunta, a former intern hired in January 2005, should minimize situations like that, he said. As part of the new procedure, the city fire department will make press releases about incidents available at its headquarters on Ross Street. Such press releases were previously not produced. Police or fire officials will be able to provide basic information such as would be provided in a press release at the scene of an event or after hours, **Murphy** said. A recent situation where a reporter standing next to a city official at the scene of a partial building collapse was unable to interview the official until Giunta was contacted was a mistake, **Murphy** said. The policy should not have prevented the official from discussing the situation, he added.

In the first two years of Leighton's tenure at City Hall, **Murphy** said the administration has had its hands full addressing problems lingering from the previous administration. The new media policy is something they finally got around to, he said. Since the policy's implementation, there have been instances of city officials declining to speak to members of the press until the request went through Giunta. But **Murphy** says the policy is not an attempt to hinder the media or filter comment from key city officials. "If you see a department head they don't need to get permission to speak," he said. "People are going to have the freedom to express how they're going to implement Mayor Leighton's vision in their departments."

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
February 22, 2006

**A CAMPAIGN OF HIS OWN?
LEIGHTON'S RIGHT-HAND MAN J.J. MURPHY IS CONSIDERING A RUN FOR
KEVIN BLAUM'S 121ST DISTRICT SEAT**

Author: Jon Fox

WILKES-BARRE - During a lengthy city council meeting earlier this month, Mayor Tom Leighton leaned over to whisper in J.J. Murphy's ear. The young city administrator, seated to the mayor's right, silently rose and walked out of council chambers. When he returned, he handed a cup of water to the mayor who would go on to talk at length with residents voicing their concerns about what seemed to be escalating crime in their neighborhoods.

Murphy's was a small task, but it shouldn't belie the increasingly important role the 34-year-old has come to play in Leighton's administration. In the mayor's absence, Murphy fields complaints and requests from city council. Murphy has also taken the reins of both the city's Wi-Fi initiative and a move to install security cameras across the city.

And as administrator, it's Murphy who manages the day-to-day operations of Wilkes-Barre. He's assumed the mantle of the mayor's right-hand man, but with a possible run for state Rep. Kevin Blaum's seat, where does that leave Leighton and the city? "My number one focus is going to be continuing to push forward the initiatives as city administrator," Murphy said Monday.

While he hasn't yet made his official announcement to run, Murphy, a Democrat, said a series of meetings last week resulted in a "very positive" response from local business and political leaders. He expects to decide this week. If he does run for Blaum's 121st District seat, Murphy said, "I'd be doing my day-to-day city job like I do now and would be running a campaign mostly at night." Blaum announced that he would retire at the end of 2006. The opening has tempted a host of possible candidates to test the waters for their chances at what will be a hotly contested seat. Murphy's tenure with the city spans two mayors and includes two breaks for active-duty service with the Air Force.

A 1993 graduate of King's College, Murphy worked for the city in 1996 and 1997 as part of a task force focusing on increasing occupancy rates downtown. Murphy left the area to serve as a public information officer at the Vandenberg Air Force Base in Southern California and was hired under Mayor Tom McGroarty as a deputy city administrator when he returned in 2002. For about six months he worked on smoothing over the city's then-rocky relationship with Wilkes University and King's College before being recalled to active duty coordinating search-and-rescue teams at Langley Air Force Base in Hampton, Va. He remains an active reservist.

When he returned at the end of 2003, he was tapped by then-mayor elect Leighton to serve as city administrator. Murphy said he has discussed a possible run with the mayor and that Leighton encouraged him to go out and get a sense of how much support he could expect. "We

Internet – Newspaper Archives Searches

John J. “J.J.” Murphy

(Articles are in reverse chronological order)

talked about a lot of issues, and I told him before the final decision was made we'd sit down and talk about all the pros and cons," Murphy said. "I relish the job I have now," he said. If Murphy does launch a campaign, it could mean a lot of busy evenings in the three months leading up to the May primary. With four small children that's something he said he and his wife have thought quite a bit about.

His brother Patrick's bid for the U.S. House of Representatives is another factor complicating his decision. Patrick Murphy, a 32-year-old former Army captain and West Point professor, served in the 82nd Airborne in Iraq from 2003 to 2004. As one of a number of Iraq war veterans running for public office, his campaign has been the focus of some national media attention, appearing on MSNBC's show "Hardball" last week. He's running in Pennsylvania's 8th District, in the Philadelphia suburbs, in an attempt to bounce freshman Republican Michael Fitzpatrick from office. In the Democratic primary, he faces Andrew L. Warren, a former Bucks County commissioner and Republican who switched parties 10 months ago. J.J. Murphy had hoped to help his brother in his suburban Philadelphia race, but if he's running a race of his own, that could be all but impossible. "That's what's making this decision difficult," he said.

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John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
November 19, 2005

**COPY FEES IRK W-B COUNCIL CRITIC
PROPOSED CITY BUDGET FOR 2006 NOW ONLINE**
Author: Jon Fox

WILKES-BARRE - Residents interested in taking home their own copy of the city's proposed 2006 budget must pay \$33 in fees at the city clerk's office. "I think that's a crime," Walter Griffith said after Thursday night's council meeting, where he criticized the copying fees. "I feel the residents of the city should have access to the information at no charge," said Griffith, who speaks frequently at council meetings. Residents can view the budget and other public records for free. The city charges 50 cents per page for copies of public records, \$1 for double-sided copies. City Administrator J.J. Murphy and Mayor Tom Leighton have described the 50-cent fee as covering not only the copying cost, but also the time spent by employees searching for records. "If a hundred people come and ask for copies, it just doesn't happen over five minutes. You have to take someone off whatever other job they have," Murphy said. "We just don't have extra employees that don't have anything to do that can make copies all day."

The state law governing open records states that the cost of copies must be "reasonable" and based on "prevailing fees" for copying at local businesses. Staples, an office supply store in Wilkes-Barre Township, charges 6 cents per page. Making copies of documents "takes away from other work that could be done," Murphy said. As the city proceeds with a plan to modernize its copy machines, the cost to the city of making a copy could drop to as little as a penny per page, Murphy said earlier this month. "In my opinion that fee is excessive and inconsistent with the Right to Know Law requirements," said Teri Henning, an attorney with the Pennsylvania Newspaper Association. Henning added that a recent state Commonwealth Court ruling in April determined that a copying fee of 25 cents per page was reasonable and allowable. County offices charge 25 cents per page. Part of the function of public employees is to serve the public, Henning said. Although she said she doesn't expect an employee's entire day to be filled with copying documents, "it's not unreasonable to suggest that a portion of their duties include responding to public inquiries."

City Clerk Jim Ryan said his office does not keep records on the number of requests for documents or the number of copies made for residents, but recalled that several people asked about obtaining copies of the proposed budget. Griffith was the only person who paid the fee to get the budget, Ryan said. In the past, residents have made numerous requests for documents that they never picked up from City Hall, Murphy said. "Is that fair?" he asked. "When there are taxpayers out there abusing the system, then maybe that 50 cents is not high enough for someone like that," Murphy said. The city, he said, will make an effort to post more documents to the city's Web site. During an interview on Friday, he said he would attempt to put the budget online by the end of the day. But that doesn't change an agency's obligation to produce paper copies at a reasonable cost in line with the state's Right to Know Law, Henning said. "I feel the residents of (Wilkes-Barre) should have access to the information at no charge."

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
November 17, 2005

**W-B OFFERS DIRECT POTHOLE PATCH
RESIDENTS CAN FILE COMPLAINTS ONLINE**

Author: Jon Fox

WILKES-BARRE - Cold winters are a fact of nature in Northeastern Pennsylvania. Cycles of freezing and thawing churn roadways to rubble. Water seeps into pavement, freezes and expands, forming skull-jarring, alignment-fouling potholes. It's nothing new. But now the city is offering pothole-dodging motorists a novel way to complain: on the city's new Web page. Since the site's launch in June shortly after Mayor Tom Leighton's highly publicized "I believe..." speech, the city has received about 50 pothole complaints via the Internet. Navigating from the site's main page, visitors can click on a link to "city services" and then "road maintenance" to fill out a form pinpointing a pothole's precise location. After an initial rush of tips, pothole notifications filed on the site have dropped off since the summer, said Greg Barrouk, an aide in the mayor's office. "I haven't got one in a while," he said.

And after a peak of more than 70,000 hits in June, traffic to the site has tailed off to slightly more than 21,000 visits in October. For a mayoral administration that has stressed technology in its bid to rev up the local economy and awaken a slumbering downtown, the Web site is a basic tool. "The mayor really wanted the public to have the opportunity to see Wilkes-Barre on the Web," said City Administrator J.J. Murphy. What people see when they visit the site designed by the city's in-house information technology department is an "I believe..." logo slung across an image of the city skyline on a sunny day. Peppered with exclamation points, the site's copy is drenched in the unbridled optimism characterized by Leighton's "I believe..." speech. In fact, the entire text of the speech can be found on the site along with links to aging press releases.

Murphy acknowledges that "it's just a very bad time" for the slightly out-of-date Web site. The information technology department, assembled during Leighton's tenure, only has three employees and is struggling to make due with limited staff, Murphy said. The city is pursuing a municipal wireless Internet network and preparing to install a municipal software package that will computerize many of the paper records housed in endless filing cabinets. "We could probably use 13 (employees) in the next couple of months," he said.

Murphy said there are plans to add other services to the city's "baseline" Web site. The city "is not taking requests for snow and ice removal," but that will be added soon, according to the site. "Please check back at a later date. Thank you!" the reader is reminded. People appreciate the around-the-clock convenience and the ability to interact with the city administration on their schedule, Murphy said. "They seem like little things, but the residents really like that," he said. "Some people work the third shift, and they don't live in the 9-to-5 world."

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Citizen's Voice, The & Sunday Voice (Wilkes-Barre, PA)
September 18, 2005

W-B officials defend trips
Author: Denise Allabaugh

Wilkes-Barre Mayor Tom Leighton has traveled 3,800 miles at the cost of \$4,079 to taxpayers since taking office 20 months ago. The trips have been well worth the miles and the dollars, Leighton said, since they've helped him dig the city out of the more than \$10 million debt inherited from the previous administration. But critics, including former city council candidate Walter Griffith Jr., believe these expenses are high. He calls the travel reimbursements "expense gouging," and plans to address city council about the costs at a meeting Thursday at 6 p.m. Records show since 2004, Leighton made two trips to Washington, D.C., eight to Harrisburg, two to Philadelphia and two to New York. He used his own vehicle. "I hate to travel, but it has to be done. These are not fun trips. These are trips we prepare for weeks," Leighton said. "On all these trips, we came back with some really great results."

Financial records show Leighton, three members of his administration and city council members were reimbursed a total of \$16,651.33 in travel expenses since 2004. City Administrator **J.J. Murphy** was reimbursed a total of \$2,281 for one trip to Washington D.C., five to Harrisburg, five to Philadelphia and two to New York. **Murphy** used a city car. Since 2004, city Planning and Development Director Butch Frati was reimbursed \$1,265; Leighton's administrative assistant Greg Barrouk was reimbursed \$763; city council members were reimbursed a total of \$8,263.

Griffith complained the mayor and city council members continually say the city has no money to repair roads or dilapidated fire stations, "but they continue to abuse the taxpayers by their ability to take reimbursement for travel even though the budget is tight." When asked about travel expenses, Leighton and **Murphy** said they are small compared to the millions of dollars generated for the city as a result of these trips. Leighton, Koval and **Murphy** said it is difficult to quantify the amount of money generated from their travels, but they provided documentation of several trips that saved the city money:

Soon after Leighton took office in 2004, he, **Murphy** and Koval traveled to New York to meet with the bond assurance firm AMBAC to help re-finance the city's pension bond. That saved \$14.4 million and helped offset a 24-mill tax increase projected for 2006, Koval said. Trips to Harrisburg to meet with the representatives of the firm of Public Financial Management also helped with pension bond refinancing and helped the city sell the vacant call center on South Main Street, Leighton, **Murphy** and Koval said. On a July 21, 2005, on a trip to Washington D.C., Leighton and **Murphy** met with Congressman Paul Kanjorski, Sen. Rick Santorum and a top official for Sen. Arlen Specter to lobby for \$50 million for the Solomon Creek flood control project. Kanjorski recently announced the House approved that \$50 million. The Senate and president still must approve the money.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Other trips helped the city obtain funding for the South Main Street redevelopment project, the streetlights, the proposed intermodal transportation center and the Hotel Sterling project, Leighton, Murphy and Koval said. The primary goal behind the trips was to rebuild the city's financial structure, Leighton said. When the mayor took office in 2004, the city faced \$10.1 million in unpaid bills, a checking account balance of \$37,881 and a projected budget shortfall of \$3.89 million, Koval said. Now, the city has an \$830,000 surplus in the general fund.

"These trips had a large impact on the future of the City of Wilkes-Barre and where we are going on the financial side," Leighton said. "The city was in financial distress. I'm very proud that we paid all our bills and our vendors." Of the seven Wilkes-Barre council members, Councilwoman Kathy Kane spent the most for travel with a total of \$2,800. Kane, a member of a Human Development Committee, said she attends conferences dealing with health care and education and brings back information to the city. Many are National League of Cities conferences. "You can go to a convention and do nothing. I don't do that," Kane said. "They're not joy rides at all. Some involve 9 to 5 meetings and working through lunch."

Councilman Jim McCarthy, chairman of the Northeast Region of the Pennsylvania League of Cities, was reimbursed \$2,510 for travel since 2004. He said conferences help the city obtain grants. "They are learning experiences," McCarthy said. "You find out what other cities are doing to improve their government and you find out what grants are available. You get to talk with other council members and mayors to see what they're doing to make things better." Councilman Tony Thomas was reimbursed \$1,401 for travel expenses, including \$517 for a National League of Cities conference in Nashville, Tenn. and \$594 for the International Association of Amusement Parks and Attractions Convention Show in Orlando, Fla.

At the National League of Cities conference, Thomas said he learned more about the \$52 job tax. Thanks to the IAAPA conference, attended by 8,000 vendors, Thomas learned about the Healing Field, the Sept. 11, 2001, tribute that graced the lawn of Kirby Park. The city made \$55,000 from the Healing Field, Thomas said. Thomas said he learned how the city could repair the Coal Street Park pool instead of building a new pool. He estimated that saved about \$800,000. He found benches for Kirby Park and a company to repair the fountain on Public Square. He also learned more about playground equipment for Kirby Park. Thomas said he paid half the cost for the IAAPA conference since he also learned about ways to help his own business, Tony Thomas Deli and Catering on South Main Street, which operates snack bars at Kirby Park and Coal Street Park. "I will stand by these expenses 100 percent because of how much we saved by going to these conferences," Thomas said.

Since 2004, Councilman Mike McGinley was reimbursed \$961. Councilman Bill Barrett was reimbursed \$589 for airfare and the fee to attend a National League of Cities conference last year in Indianapolis, Ind. Council Chairwoman Shirley Vitanovec and Councilman Phil Latinski received no travel expenses since 2004, records show. Barrett said the National League of Cities conference had a very good program designed to teach newly elected officials how to deal with the media. "I learned how to do the most for constituents and how an ordinance is constructed. Just that information alone for me was worth the expense," he said. Griffith complained,

Section 10

Internet -- Newspaper Archives Searches

John J. "J.J." Murphy

(Articles are in reverse chronological order)

however, that city council members travel to these conferences "on taxpayers' money year in and year out and the city still seems to be in a state of disrepair and disorganization." Christine Katsock, president of Wilkes-Barre Taxpayers Association and a former candidate for mayor, also feels travel expenses are high. "Knowing that he (Leighton) raised every tax possible against the taxpayers, to spend money that way seems a little irresponsible," Katsock said.

Internet – Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
June 7, 2005

NAMES AND FACES

Wilkes-Barre City Administrator **J. J. Murphy** will be honored by King's College with the Leo Award during Reunion Weekend at the College's Sheehy-Farmer Campus Center. The Leo Award is presented to an alumnus/alumna within 15 years of graduation who has demonstrated outstanding achievement in his/her professional or community activities. The award is named for the King's College mascot; it suggests the energy, pride and sense of purpose which the recipient personifies.

Murphy of Wilkes-Barre is a 1993 graduate of King's College. He has distinguished himself in military and civil service, while spending many hours volunteering in the communities in which he has lived. As a military officer, **Murphy** volunteered over 3,000 hours and received the 2001 Volunteer of the Year award. In civilian life, he is currently the youngest city administrator in the history of Wilkes-Barre. As founder and president of GOALS Foundation, he is dedicated to helping children afford youth sports programs. He has coached, tutored, refereed, trained hockey officials and coordinated visits to multiple Department of Veterans Medical Centers.

King's College is honoring Elmer "Tippy" Kozick and Lucy Wujcik Baloga with the Robert J. Ell Award for Service to Alma Mater during Reunion Weekend at the Sheehy-Farmer Campus Center. Named for Robert J. Ell '50, the first director of Alumni Affairs who served in that position until his retirement in 1991, this award is conferred upon an alumnus/alumna for extraordinary service, dedication and commitment to King' College. Kozick of Wilkes-Barre graduated from Coughlin High School and served in the U.S. Navy during WW II. He transferred from Villanova University to King's College in his sophomore year and quarterbacked the fledgling football team. He was captain of the team and also vice president of the first graduating class in 1950.

Baloga, a certified school psychologist and Pennsylvania licensed psychologist, is a private practitioner as well as a guidance counselor at Hanover Area High School. She is active in many educational and counseling associations, and has dedicated much time to Special Olympics, officiating at track and field meets, and to King's College. Baloga volunteered in almost every Alumni Phonathon, usually serving as class or section chairperson. In 1994, she served as chairperson, raising \$365,693. She is the 1985 American Business Women's Association Community Woman of the Year and also is an active member of Holy Redeemer parish, serving 13 years as a CCD teacher and lector. Baloga, of Plymouth, is a 1975 graduate of King's College.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
December 14, 2004

TOW CO. OWNER SUES W-B OVER REPAIR BILL
Author: Lane Filler

WILKES-BARRE - City Wide Towing owner Bob Kadluboski says the city owes him nearly \$8,000 for repairs done to a work truck, but refuses to pay, according to a lawsuit. The suit alleges that City Wide repaired truck No. 181 in 2003 and sent the bill in September 2003. After receiving no payment, City Wide resent the bill two months later. Filed in July, Kadluboski's suit says he next hand-delivered the bill to then-Mayor Tom McGroarty's desk in December, sent another bill in January 2004, and mailed yet another in February to City Finance Director John Koval via certified mail. Kadluboski alleged that when he talked to Koval, he was told the bill had been lost. He faxed a copy of the bill, which was also lost, the suit says. Kadluboski then hand-delivered a copy of the bill to Koval, and was later told by City Administrator J.J. Murphy that the bill was "padded."

Kadluboski is in the center of several feuds with the city. His company recently lost the city's exclusive towing contract, for which he paid no fee. City Purchasing Director Ronnie Trimble, acting as arbitrator, ruled the city could end the contract. Kadluboski had been accused of being rude to customers and refusing to present them with itemized bills. He is also crusading for the state to take a harder look at the city's finances and claims the pension system for elected officials is wrong and illegal. Contacted about the suit, Kadluboski had little to say, commenting only that, "We're trying to get it settled." Asked how much money he would take to settle it, he answered, "All of it."

Murphy said he believes the truck was 10 years old or older and that the city has questioned what Kadluboski did to it, adding, "We have no paper work on it." Mayor Tom Leighton said he could not comment on the matter because it is in litigation. The case is scheduled to be heard before District Justice William Amesbury on Jan. 13.

Internet - Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
November 19, 2004

**W-B OFFICIAL'S HOME TARGET OF INVASION ATTEMPT
THREATENING NOTE LATER FOUND**

Author: Jon Fox

WILKES-BARRE - A man tried first to talk his way into the home of city Administrator **J.J. Murphy** and then tried to barge in Wednesday afternoon, police said. It appears the unidentified man was motivated by animosity toward **Murphy** and Mayor Tom Leighton. Police, who are investigating the incident, say a man who identified himself as a city employee approached **Murphy's** wife in the yard of their South Wilkes-Barre home at about 4 p.m. and said he had been sent by the mayor and **Murphy** to check the water pipes in the house. The man also said he had just left the mayor's home. **Murphy's** wife, who was home alone with her three young daughters, locked her door and called her husband to verify the man's story. **Murphy** then called police. The man then tried to open the locked door, shouted an obscenity and left the property. On Thursday an unsigned handwritten note was found in **Murphy's** mailbox indicating the man had been harmed by a decision made in City Hall and that the mayor and the city administrator would get "our just due," **Murphy** said. "I'm not going to be intimidated," **Murphy** said Thursday. "I'll be at work bright and early tomorrow morning."

Chief Gerry Dessoie said an attempt of this type perpetrated on any resident would be a serious matter, but added "I'm looking at this differently." "This is more than just a threat against an individual," he said. This appears to be an attempt to terrorize public officials and affect the government of the city, he said.

Internet – Newspaper Archives Searches
John J. “J.J.” Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
April 8, 2004

**CITY HALL VISITS TO GET A BIT EASIER
WILKES-BARRE REORGANIZING OFFICES TO MAKE BUILDING MORE
CUSTOMER FRIENDLY.**

Author: Kasia Kopec

WILKES-BARRE - Securing a building permit from City Hall for home improvements has meant getting plenty of exercise climbing steps, or punching a lot of buttons on the elevator. For starters, permit-seekers had to visit the code enforcement office on the second floor to fill out an application. Next, they ascended the stairs to the third floor to obtain approval from the city's zoning officer. Then it was back down to the first floor to pay, and yo-yo back up to the second floor to pick up the permit. Then back down to the first floor to leave the building. That will soon change.

“Things weren't set up in a very customer friendly way,” said City Administrator **J.J. Murphy**, who is coordinating a building-wide reorganization aimed at simplifying traffic patterns for residents and others with city business. The code enforcement office is among those in the process of relocating as part of the ongoing reorganization, said **Murphy**. It will now be housed on the third floor, adjacent to zoning. In addition, the controller's office will move down from the third floor to the second, nearer to the city's finance office. **Beatrice Bolacker Reiss**, who mans the mayor's helpline on the fourth floor, heads to the first floor. “Having **Beatrice** on the first floor will make it easier to get information in person, especially for seniors,” said **Murphy**.

But even with the tweakings, City Hall visitors will still find they have to go somewhat out of their way. For example, those in need of building permits will be able to accomplish most of their business on the third floor. However, they will still have to make a trip to the first floor to pay, and then return to the third floor to collect permits. **Murphy** said the city's new computer system, expected to be up and running within six months, will enable staffers to print permits in the same place payment is taken, eliminating the need to trek or ride back upstairs.

Internet - Newspaper Archives Searches
John J. "J.J." Murphy
(Articles are in reverse chronological order)

Times Leader, The (Wilkes Barre, PA)
November 13, 2003

**ACTIVATED ARMY RESERVIST J.J. MURPHY'S JOB IS SLATED TO BECOME
HALF-TIME NEXT YEAR.**

Author: Michael McNarney

WILKES-BARRE - Deputy City Administrator J.J. Murphy was in town Wednesday to close on the sale of his Parrish Street home, but says he wants to come back and serve in the administration of Mayor-elect Tom Leighton once his Air Force tour is finished. "I certainly think it's a very exciting time in Wilkes-Barre," Murphy said. "As for as what my role is, I guess it's open." Murphy, a Air Force Reserve captain, was called to active duty in April. He helps coordinate search-and-rescue operations from Langley Air Force Base in Virginia. He said he'll remain on duty until April, at least. Murphy got Election Day off and wore a "Leighton for Mayor" button at Leighton's headquarters. He also donated \$125 to Leighton's campaign. "I have not talked to him about my position, but I hope he considers me for a position within his administration," Murphy said.

Murphy technically remains a city employee, though he is not paid his \$51,900 annual salary. He and his family still take city health benefits; federal law requires employers to continue benefits while reservists are on active duty. Murphy sold his home at 295 Parrish St. because it was getting too hard to keep it as well as the apartment he took in Langley because of the lack of on-base housing. His wife - who is expecting - and their children split time between her parents' house in New York and his folks' house in Hershey. Murphy said he will take an apartment in Wilkes-Barre to maintain a residence here.

Murphy's situation is unique because federal law requires employers to hold open the jobs of reservists who are on active duty. However, the law doesn't keep an employer from eliminating the position outright. McGroarty, in his proposed 2004 budget, reduced Murphy's position to half-time. "If the job was going to be going away regardless of his military situation, then he has no comeback" said under federal law, Army Lt. Col. William DuPont. DuPont works with Employer Support of the Guard and Reserve, a Virginia-based group that advocates for reservists.

Leighton said he'd talk with Murphy. "I would definitely encourage him and anyone else interested in working in my administration to apply. He possesses some talents and experience and I'd be willing to sit down and listen to hear how he can be an asset on my team."

Research Compiled by: Cara Slade and Tammie Gardner
Colin Baenziger & Associates

Cover Letter and Resume

Charles M. Duggan, Jr.

August 29, 2015

Mr. Colin Baenziger
President
Colin Baenziger & Associates

Dear Mr. Baenziger:

Please accept the enclosed resume and know that I am excited about the opportunity to apply for the City Manager position with the City of Port St. Lucie. I have always desired to work in a community which combines interesting work challenges while exhibiting superior quality of life in a setting of remarkable beauty. As you can see from my resume, I will bring a varied and comprehensive background incorporating experience from every level of local government. I am an extremely self-motivated professional interested in participating in an organization dedicated to excellence. I was particularly drawn to the statement in the recruiting brochure that the next manager is expected to make Port St. Lucie the best city in Florida, if not the United States.

Throughout my career I have proven my ability to succeed in increasingly responsible and challenging positions. I understand the importance of the City Manager position and I am able to demonstrate the commitment required to perform at the highest level required by the City Council. I have the ability to work collectively to set realistic goals, communicate and collaborate with a wide variety of individuals, analyze complex information and to disseminate clear, focused, realistic recommendations.

During my tenure as City Manager with the City of Auburn I have begun instituting High Performing Organization concepts while seeing public satisfaction with customer service increase each year. Additionally, I currently serve on the Board of Directors of the Alliance for Innovation. The Alliance is an organization striving to foster a community of practice shaping the future of local governance with a vision to be the world's premier network driving innovation in local governance. In addition, I have recently been selected by the Southeast Region of ICMA to serve on the Board of Directors beginning in September 2015.

I am positive that a personal interview will more fully display my qualifications, and my abilities, to join the City of Port St. Lucie team working towards the City's continued success. Thank you for your time and I look forward to meeting with you and Port St. Lucie City Council.

Sincerely yours,

Charles M. Duggan Jr.

Charles M. Duggan Jr.
Enclosure

Charles M. Duggan, Jr.



SUMMARY

Committed local government manager with an excellent history of collaborative, strategic leadership of a high performing management team in a growing, vibrant, business focused community. Extremely skilled at managing and communicating in a dynamic, fast-paced environment. Over twenty years' experience in municipal government with strong emphasis in financial management, economic development, customer service, information technology and planning. Highly effective in improving quality of public services, staff productivity, efficiency, and morale while remaining fiscally focused and operating within existing budgetary restraints. Exceptional ability in assessing needs, forging strategic partnerships, consensus building, and implementing policy changes. Adept at employing innovative problem solving, team building and project management techniques. Excellent writing, interpersonal and presentation skills.

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

COLLABORATIVE LEADERSHIP

- Supervise 12 department heads and advise daily on policy questions, operations, personnel issues, citizen requests and problem situations.
- Manage/operate human resources function for 465 permanent full and part time employees (617 FTE).
- Interview, hire/fire, evaluate performance, and discipline staff and department heads.
- Introduced higher performing organization concepts to management team.
- Created employee team to compose City's Core Value Statement.
- Oversaw team leading to creation and adoption of City's Comprehensive Plan – winner of "Best Comprehensive Plan" 2012 Alabama Chapter of American Planning Association.
- Created steering committee to develop proposed Downtown Plan.
- Led adoption of Opelika Road Corridor Plan to revitalize strategic commercial corridor.
- Collaborated extensively with Chamber of Commerce on downtown event planning and commercial development policy improvements.
- Implemented development review team to foster interdepartmental cooperation, remove barriers and time delays, during engineering and zoning plan approval stage.

ECONOMIC DEVELOPMENT FOCUS

- Led economic development efforts that resulted in:
 - Job Creation = 3,790 with Capital Investment = \$812,089,292.
 - New Companies = 14 (\$348,876,733 in capital investment and 1,519 jobs).
 - Expansions = 32 (\$483,212,559 in capital investment and 2,271 jobs).
- Sales tax growth: FY2014 receipts approximately 7% higher than FY2013.
- Travelled internationally to attend and lead recruitment and expansion meetings with CEO and upper level management of transnational companies (Germany, France, Korea, etc.).
- Oversaw construction of West Tech Park – a new 400+ acre technology park dedicated to industrial recruitment.
- Ensured completion of infrastructure and Phase I of the Auburn Research Park, a joint-initiative between the City of Auburn, Auburn University, and the State of Alabama.

Section 8

Charles M. Duggan, Jr.

Page 2

ECONOMIC DEVELOPMENT FOCUS (continued)

- Created development review team/process to better support needs of new and expanding commercial and industrial business and to remove impediments.
- Collaborated with Auburn Mall owners on completion of \$40M renovation and expansion.
- Implemented Commercial Development Incentive Program for sales tax sharing.

FINANCIAL PLANNING & MONITORING

- Led presentations to rating agencies which resulted in three upgrades since 2006.
- Analyze fund balance, debt plans, revenues and financial policies to keep budget in line with policy objectives of governing body and sound financial practices.
- Streamlined budget process to facilitate efficient creation, review, and adoption.
- Directed the creation of official, City Council adopted, financial policies.
- Created Solid Waste Enterprise Fund to better track expenditures and revenues.
- Distinguished Budget Presentation Award for last four biennial budgets.
- Eight consecutive years receiving GFOA Certificate of Achievement for Excellence in Financial Reporting CAFR award.

RELATIONSHIP BUILDING & COMMUNICATION

- Forged excellent working relationships with local school system, county officials, Auburn University Administration, State and Federal elected officials.
- Developed/furthered partnerships with:
Auburn University: new Airport terminal, Research Park, Doctor of Osteopathy School;
Lee County: Jail expansion, Solid Waste disposal bid/contract;
Auburn City School system funding;
Chamber of Commerce downtown events.
- Instituted City Manager's Weekly News to update City Council on past week's events and upcoming activities and projects.
- Created monthly Public Works report to assist City Council's knowledge on project schedule and status.
- Citizen Survey satisfaction with city's effectiveness of communication with the public improved from 35% to 72%.
- Citizen Survey satisfaction with image of the City raised from 72% to 90%.

EMPLOYMENT

2006 – Present	Office of City Manager: City Manager and Interim City Manager	City of Auburn, AL
2005 – 2006	Office of City Manager: Assistant and Interim Assistant City Manager	City of Auburn, AL
1998 – 2003	Information Technology: Deputy Director, Asst. Dir., Network Admin	City of Auburn, AL
1991 – 1998	Parks & Recreation: Dir. of Special Programs, League Coordinator	City of Auburn, AL

EDUCATION

Master of Business Administration,	Auburn University,	Auburn, Alabama
Elective courses in Public Administration and Information Technology		
Bachelor of Science, Applied Physics,	Auburn University,	Auburn, Alabama
Elective courses in Electrical and Mechanical Engineering		

Candidate Introduction

Charles M. Duggan, Jr.

Education

Master of Business Administration, elective courses in Public Administration, Auburn University
Bachelor of Science, Applied Physics, Auburn University
Harvard Kennedy School Senior Executives in State and Local Government Certificate
University of Virginia Senior Executive Institute for Local Government Certificate

Experience

City Manager (includes 9 months acting), City of Auburn	2006 – present
Assistant City Manager (includes 2 months acting), City of Auburn	2005 – 2006
Deputy Director, Information Technology, City of Auburn	2000 – 2005
Network Administrator, Information Technology, City of Auburn	1998 – 2000
Director of Special Programs, Parks and Recreation, City of Auburn	1993 – 1998
Athletic Specialist, Parks and Recreation, City of Auburn	1991 – 1993

Background

Auburn Alabama is the home of Auburn University and is the central city of the Auburn/Opelika MSA. It is the largest city in eastern Alabama with a 2015 estimated population of 62,059 residents which is a 16.3% change since 2010. The Auburn University enrollment is 27,287 students. Auburn is the fastest growing city in Alabama in one of the fastest growing areas in the nation. A major retail and employment center for east, central Alabama, Auburn hosts the majority of employment for a five county area. The city benefits from being located directly on I-85 and between the state capitals of Montgomery and Atlanta.

Media rankings have been steady in 2016, including our being ranked as one of the "safest places in Alabama." Auburn was selected as a top retirement destination again in 2016, following the same recognition by Where to Retire in 2015, and a "Top 25 City for Retirement" recognition by Forbes in 2014. Speaking to the strength of our Economic Development efforts, Auburn was named both a Top 25 Destination that people are moving to, and a Top Alabama City for Job Creation by 247wallst.com, and a Top Small Metro for attracting business. With education as a continued priority, we are proud of the Niche.com recognition of Auburn City Schools as a "top five" Alabama school system.

The current FY 2016 Auburn General Fund Budget totals \$87,628,386 with total budget responsibility equaling \$168,823,945. The City has 798 employees (637 FTE) with eleven department directors, two assistant city managers (one also serves as CIO over the IT department), and two Office of the City Manager employees for a total of 15 direct reports.

Charles M. Duggan, Jr.

The three most significant issues facing the City of Auburn are:

- **Growth.** Auburn has enjoyed significant growth over the past decade and along with that growth comes the natural tensions related to change. Through citizen engagement, yearly citizen surveys, and proactive planning efforts we have balanced this change for the betterment of the City. This month our Downtown Master Plan received an "Outstanding Plan" award from the American Planning Association and earlier this year, the Insurance Service Office (ISO) assigned a new Fire Rating which improved our designation from a Class 3/9 to a Class 2/2x.
- **Traffic congestion.** Intersection improvements have been a theme this biennium, with several of Auburn's busiest intersections undergoing major improvements. The result has been aesthetic, as well as, major functionality and safety improvements. At one intersection level of service scores measuring traffic flow were improved from an F to a B, with delays per vehicle reduced from 94.7 seconds to 15.9 seconds. Total collisions were reduced by 47% comparing January to May, 2014 vs. 2016. In other intersection projects safety improvements have resulted in accidents decreases ranging from 8% to 84% with levels of service increasing from F to C.
- **Commercial Economic Development.** Alabama has the lowest property taxes in the nation and therefore heavily reliant on sales tax for revenues. Through efforts to streamline the approval process, an emphasis on customer service towards new and expanding businesses, and creative sales tax sharing incentives the City has grown its commercial sector considerably over the last decade. Increased competition from the nearby contiguous city increases the need to have a focused approach to capture sales tax dollars.

General, Management Style and Experience

Similar to most city managers, quite often I receive recruitment contacts about open positions. Most of the time I glance at them and move on. However, when I received the information on Port St. Lucie I took a much closer look. In addition to the very desirable qualities outlined in the narrative, a sentence in your brochure piqued my interest. It stated that it was the Council's desire to have a manager who would be "reasonable but always pushing to make Port St. Lucie the best city in Florida, if not the United States." I share a similar desire to work and lead such an organization. I began my local government career as a way to afford graduate school and not intending to make public service my career. Along the way I became curious about the well run organization with which I was involved and began to learn more about the profession. Since that beginning I have worked in the Parks and Recreation department directly providing services to the public, worked in Information Technology concentrating on the internal aspects of the city, and now, for over a decade, leading a progressive, high achieving organization in a difficult, well-educated and demanding university environment. I have furthered my education through graduate classes at Auburn University as well as through certification courses taught at the

Charles M. Duggan, Jr.

University of Virginia and Harvard University. I currently serve on the Board of Directors for the Alliance for Innovation, a group dedicated to fostering innovation in the field of local government. Additionally, I have recently been elected to serve on the ICMA Board of Directors with my role as a southeastern vice president beginning this month.

My predominant management style is collaborative yet in every position I have held I have tailored my style to the individual persons and situation in order to achieve optimum results. I prefer to collaborate and delegate instead of micromanage and therefore rely a great deal on direction, support, and feedback in working with my team members. A survey of my current staff would reveal that I have high expectations once a course of action has been decided yet I expect to be involved, and do not hesitate to be involved or inject myself, when they need my assistance. They know that they can count on me to help them get the job done and that my feedback will be fair and forward guiding. I have experience in both motivating employees and dismissing employees. The best way to describe my approach to management is that I want to run an organization that gives my employees the opportunity to achieve personal and professional success and helps my city become a worldwide leader in responsive local government. Among other things, for both the governing body and the staff, I see myself at the city's main consultant.

I have had the fortune to work with some excellent elected officials and they would assess my work fairly describing me as ethical, dedicated, fair, intelligent, an extremely quick study, and highly competent. Similar to staff, the governing body appreciates my willingness to avoid taking myself too seriously while injecting humor into most situations. We do serious work but we don't have to be serious all of the time. I am certain that they would rate me highly on intergovernmental affairs and my capability to work with state agencies as well as other local government entities.

My greatest strength is my ability to focus analytical thinking on a problem while fostering a collaborative environment. It is my goal to draw good ideas from all present, to build on the idea, and to gain consensus for a final decision. This often requires the utilization of skills involving visioning, planning, management, and team building, to bring together stakeholders and thus, empowering them to find solutions that meet operational, political and fiscal constraints. These skills were utilized last year when we rebuilt our central downtown intersection resulting in a total street closure for three months. The concerns of business owners, property owners, the University Administration, and citizens required extensive communication during the design and construction phases of the project. Although the work presented significant challenges the various groups came together and are extremely pleased with the final result.

With regard to weaknesses, I sometimes arrive at answers more quickly than others and to some I signal impatience. I have learned to confirm that everyone understands the current step of a process before moving forward to the next steps. Initially I did not see that I was being impatient and I have worked on understanding the signals that I send to people.

Charles M. Duggan, Jr.

I am most proud of my initial work as city manager to rebuild the motivation of a staff who did not work well with their previous supervisor. The manager and management team were not a good fit and ultimately the manager was asked to resign. I had only been assistant city manager for six months so essentially I went from being the number two employee in the IT department to leading a city. I focused all of my education and skills on reforming the management team and instilling a sense of purpose again in my staff. During this time, I dealt with a less than friendly media environment and some very suspicious citizens. Thankfully, all questions could be answered and all lines of inquiry exhausted. Our relationship with the media became one of trust and, while not all citizens were satisfied, the great majority feel that we are doing an excellent job today. I am excited to work with this group of employees and to see the impact that their work has had on the City during the last ten years.

I consider my biggest failure to be the naivety I had when I first assumed the role of city manager. I mistakenly thought that through ethical behavior, good ideas and reasonable decision making that all people would appreciate our efforts even if they did not agree. I have learned the error of my ways and while I have not swayed from the three methods described above I have learned to temper my expectations when dealing with the public.

The challenges I see the City of Port St. Lucie facing are:

- The investment in VGTI is described as a budget buster in the current budget message. Learning about the deal and discovering ways to improve the situation will be a major challenge for the next City Manager
- The debt level is high and constant monitoring is required to ensure that the current policies retire debt in the way that is intended
- Stability in management will be key for the city to realize its goal of being a premier government within the state of Florida
- Affording infrastructure upgrades and ensuring quality of life improvements while operating within budget constraints

My plan for the first six months will be to:

- Familiarize myself with the City code and staff working relationships prior to arriving
- Once in town, it is important to begin forging personal relationships with staff, elected officials, citizen groups and other major stakeholders in the community
- Become fully aware of the City's financial position and revenue structure
- Work with the Council to determine expectations and goals for the city manager including specific times during the year for progress to be reviewed
- Assess the capabilities of direct reports to ascertain best fits for my style and to determine the areas in which I will need to be most flexible

Charles M. Duggan, Jr.

As stated above, my relationship with the media is excellent and the result of professionalism and respect. I try to ensure accurate dissemination of facts so that our citizens can be well informed. I like to say that while I do not seek the spotlight I cannot shun it and therefore I make myself and city staff available to the media in the hopes that mutual trust can be forged. Frequent communication is key to the relationship.

I know of no negative comments that exist or any person who would contact the City regarding my personal or professional activities.

In my leisure time I enjoy watching English soccer, hiking, water sports, sailing and reading.

Six Adjectives or Phrases I Would Use to Describe Myself

- Ethical
- Analytical
- Proactive
- Approachable
- Collaborative
- Determined

Reason for Departing Current Position

I have now lived in Auburn for 31 years and worked for the city for more than 25 years with 10+ as city manager. I qualify for retirement benefits as soon as I separate and am looking for the right new challenge. Until this point I have not been seeking new employment opportunities and when I leave Auburn the intent is to manage/lead only one additional community until full retirement. I can easily see working somewhere for five to ten years.

Current / Most Recent Salary

My current compensation is \$195,000 plus an \$18,000 contribution to my 457k deferred compensation account and a \$10,200 car allowance.

CB&A Background Checks

**Background Check Summary for
CHARLES "CHARLIE" M. DUGGAN**

Criminal Records Checks:

Nationwide Criminal Records Search	No Records Found
County Lee County, AL	No Records Found
State Alabama	No Records Found

Civil Records Checks:

County Lee County, AL	No Records Found
Federal Alabama	No Records Found

Motor Vehicle Alabama	No Records Found
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Credit	Excellent
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Bankruptcy	No Records Found
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Education	Confirmed
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Employment	Confirmed
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Background Check Summary for
 CHARLES "CHARLIE" M. DUGGAN
 Personal Disclosure

Personal Disclosure Questionnaire

Name of Applicant: Charles M. Duggan Jr

The following questions are designed so that we will be able to make full disclosure to our client concerning your background. Please answer them honestly. Cutting corners or misrepresenting your past will result in you being eliminated from all further searches conducted by this firm. We understand that frivolous charges are sometimes made and that charges do not mean you were guilty. We also understand that you may have been wronged and needed to seek compensation. The bottom line is that we want to be certain that our client is fully informed. If you have any questions, please contact us for clarification.

Please explain any "yes" answers on a separate sheet of paper.

1. Have you ever been charged or convicted of a felony?
 Yes No
2. Have you ever been accused of or have been involved in a domestic violence or abuse incident?
 Yes No
3. Have you ever declared bankruptcy or been an owner in a business that did so?
 Yes No
4. Have you ever been the subject of a civil rights violation complaint that was investigated or resulted in a lawsuit?
 Yes No
5. Have you ever been the subject of a sexual harassment complaint that was investigated or resulted in a lawsuit?
 Yes No
6. Have you ever been convicted of driving while intoxicated?
 Yes No
7. Have you ever been a current or former employer?
 Yes No
8. Do you have a personal My Space, Face Book or other type of Web Page?
 Yes No
9. Do you have a personal Twitter Account?
 Yes No
10. Is there anything else in your background that, if made public, would cause you, our clients or our firm embarrassment if it came to light through the press or any other mechanism?
 Yes No
11. Please provide a list of any lawsuits in which you are or have been a party either as plaintiff or defendant.

Attested to:

Charles M. Duggan Jr
 Signature of Applicant

Please email this form via PDF DOCUMENT to j.vaelle@ch-sno.com or via fax to
 (833) 339-6531 no later than 5:00 PM EST 02/07/16.

(Note: Please be sure to sign the form with your actual signature if you are sending Fax or PDF Document)

Property of Colin Baenziger & Associates

CB&A Reference Notes

Reference Notes
Charles M. Duggan, Jr.

Ted Wilson – Chair, Industrial Development Board, Auburn, AL

Mr. Wilson was an elected official in Auburn from 1997 to 2007 and since he left office he has served on the Industrial Development Board. He has known Mr. Duggan since he was first elected in 1997. Mr. Duggan is a solid city manager. He has a strong understanding of every aspect of running a municipality.

Mr. Duggan began his career at the City of Auburn in the Parks and Recreation Department. He has steadily moved up in the organization. In 2005 the City Manager promoted him to Assistant City Manager. He knew all of the employees and how people worked together, so he was able to help the City Manager assimilate to the culture. A year later the City Manager left and the Council unanimously decided that they wanted to give Mr. Duggan an opportunity to be city manager and did not perform an open recruitment. The first year he was designated as the Interim City Manager. He proved himself able to handle the job and was extended the permanent position.

Auburn has a history of being progressive. Mr. Duggan carries that tradition on today. He is insightful and makes plans for the future of the community. The City has experienced a great deal of growth the past 25 years. He can handle the challenges that come with growth, including ensuring proper infrastructure is in place.

Public speaking is not a challenge for Mr. Duggan. He knows how to handle himself in front of a crowd. He speaks at Council meetings and civic groups regularly. During his presentations he knows how to present information in a manner that will be easily understood by all in attendance. He listens and keeps an open mind when questioned about how the City is run.

Mr. Duggan is extremely good with numbers. He has successfully maintained and grew the City's reserve fund to more than one year's expenses. The recession that the country went through during his first years in the position did not affect Auburn as hard as other parts of the country because it is a university town. Services were never cut, but he made minor changes to ensure that the budget was firm.

When given a task, Mr. Duggan does not procrastinate. He completes all projects on time or ahead of schedule. As a manager he allows his staff to manage their departments as they see fit. He has worked with most of the department heads since he first started in 1991, so they know each other very well. He also includes employees in the decision making process. At the start of his tenure as City Manager he was rigid and wanted things done his way. He learned to be flexible and listen to others.

Mr. Duggan has a positive relationship with all of the elected officials. He is likeable and respected for his experience and knowledge. He is always looking for ways to better himself, which is why he is looking for a new position. He is ready to test his skills with different people and different challenges. Any municipality would be lucky to have him as a city manager

Reference Notes
Charles M. Duggan, Jr.

Words or phrases used to describe Charlie Duggan:

- Common sense,
- Relates to people,
- Approachable,
- Quick learner,
- Insightful, and
- Communicative.

Strengths: Intelligent, effective leader, relates to staff, follows up, speaks his mind and knows technology.

Weaknesses: None identified.

Bill Ham – Mayor, Auburn, AL

Mayor Ham has served the City of Auburn since 1997. He met Mr. Duggan when he came into office and has watched him grow in his career. Mr. Duggan has a tremendous work ethic. He has done an excellent job as City Manager.

Mr. Duggan interacts well with people across the board. He has a good relationship with even the toughest groups, such as fire and police. He knows the majority of the 500 employees that serve the City. Every week he meets with the senior management. He delegates tasks appropriately and then follows up on the progress. He fully supports his staff and defends them when they are criticized. He has hired several director positions, all of which have proved to be successful in their area.

Customer service used to be a struggle for Mr. Duggan. He tended to be argumentative with customers. He quickly learned that he could not continue that way and took steps to improve himself. He now listens to citizens and is able to remain calm. He is required to speak at almost all of the Council meetings, which he spends a great deal of time preparing for. His thoughts are well organized and factual. He is not the type of speaker that will go off on tangents, but rather stays on topic.

Although the Mayor position is part time, Mayor Ham interacts with Mr. Duggan seven to ten times a day. Mr. Duggan brings items that need the attention of the Council to the Mayor without hesitating. He understands the political side of his position but does not participate in it, but allows the elected board to handle those issues.

Over the years Mr. Duggan has accomplished a great deal despite the stressful beginning. He took on the position with only one year as an Assistant City Manager. He basically learned on

Reference Notes
Charles M. Duggan, Jr.

the job and has come a long way since 2006. He has increased economic development and put proper infrastructure and plans in place to meet future needs.

Mr. Duggan is fiscally conservative. He watches the money closely and is constantly looking at ways to finance projects through various resources. He is extremely concerned about maintaining a high credit rating as well.

Although still young, Mr. Duggan can retire from the Alabama system. He adapts well to new situations and learns quickly. He could handle a larger organization with little issue. He would be a great asset as city manager for any municipality.

Words or phrases used to describe Charlie Duggan:

- Capable,
- Analytical,
- Straightforward,
- Supportive,
- Sense of humor, and
- Factual.

Strengths: Extremely intelligent, quick learner, willing to compromise and reasoning skills.

Weaknesses: None identified.

Rick Davidson – City Attorney, Auburn, AL

Mr. Davidson has known Mr. Duggan since the late 1990's. Mr. Duggan has done an incredible job despite the difficult circumstances surrounding his promotion to city manager.

Mr. Duggan is inclusive. He trusts his employees to complete their duties with little interruption from him. He asks their opinions but does not have to put a committee together for every decision that needs to be made. He shields the staff from the political aspects. Despite his close relationships with department heads, he does not have a problem calling them out when they make mistakes.

Creative and high performing are how Mr. Duggan's organization could be described. He does not care if his idea is the one he ends up going with after listening to various opinions. Instead he is searching for the best solution. He attended the University of Virginia's leadership program, which is a graduate level program. From his experience there, he learned how to improve performance. His philosophy has become that even though they are a high performing organization, they can always do better. Since he completed the course he has encouraged others within the City to participate as well.

Reference Notes
Charles M. Duggan, Jr.

Due to his experience in IT, Mr. Duggan already had a glimpse into how each department was run. This knowledge became necessary when he was thrust into performing both the City Manager's and Assistant City Manager's jobs. The first year he worked 70-80 hours a week to complete all that needed to be done. One of the first things he did as City Manager was take an in depth look at the finances. He wanted to know about the debt, bond rating, tax structure, etc. He became an expert on the budget.

Mr. Duggan has a great deal of experience working with residents. He is always willing to talk to people and hear their concerns. However, he is not afraid to say no when he is unable to meet their demands. He does try his best to find a solution that would satisfy them within the given bounds.

As a college town, Auburn has historically been extremely generous in its funding for schools. With the growth of the City, the schools faced a situation where a new high school was needed but did not have the funding for. For the first time ever, the increased tax referendum failed to pass. Mr. Duggan was able to move money around from other projects and put together the necessary money. He provided outstanding leadership throughout the process and guided the Council through the various options. The high school will be completed in early 2017, after which two other schools in the City will be renovated.

Mr. Duggan does not seek credit for his accomplishments. He is more interested in helping and learning. He has never been involved in anything controversial. He has been a calm and steady influence for Auburn and it would be a sad day if he leaves. However, he has the ability to take on new challenges and breathe life into an organization. He should be highly considered for a City Manager position.

Words or phrases used to describe Charlie Duggan:

- Builds consensus,
- Humble,
- IT savvy,
- Witty,
- Unpretentious, and
- Enjoys learning.

Strengths: Smartest person in the room but without an ego, flexible, protects elected officials from themselves and collaborative.

Weaknesses: Loyal to staff, so rather than move person from a position he works with them longer than normal.

Reference Notes
Charles M. Duggan, Jr.

Doug Watson – Retired City Manager, Auburn, AL

Mr. Watson was the City Manager of Auburn from 1982 to 2003. He worked with Mr. Duggan from 1991 to 2003. Mr. Watson moved to Texas for a few years and when he returned in 2008, Mr. Duggan was the City Manager. Since moving back to Auburn, Mr. Watson has made himself available to assist Mr. Duggan and has lunch with him once every week.

Mr. Duggan's career progression is exciting. He quickly moved up the ranks and took each step gracefully. He is comfortable in his position because he knows the ins and outs of the job. He can move from strategic planning to daily operations without a second thought. His knowledge of the budget is especially good. His analytical mind makes it easy for him to follow the complex issues within finance.

In the past 25 years Auburn has grown from a population of 28,000 to 63,000. It sees 500-600 new single family homes built every year. Mr. Duggan recognizes the stress this type of growth puts on services. He has put together capital improvement plans to stay ahead of the needs, especially for the water and sewer demands. He has made great improvements to the downtown as far as beautification and traffic. He also increased the amount of parking available for that area.

When Mr. Watson was City Manager he developed a culture of innovation. That culture persists today with Mr. Duggan. In fact, this creative culture has been recognized at a national level. He put together a tuition reimbursement program to ensure that the employees are educated and well trained. He believes in his staff's abilities and gives them freedom to perform their tasks. He does, however, follow up and hold them accountable for their work.

Every City Manager faces controversial issues. Mr. Duggan remains calm at all times. He is able to provide people with the information needed to fully understand the specific situation. He may not be able to please everybody, but he listens.

Mr. Duggan is a terrific City Manager and would be a tremendous asset for any organization.

Words or phrases used to describe Charlie Duggan:

- Instills confidence,
- Goal oriented,
- Follows through,
- Loyal, and
- Open.

Strengths: Organized, analytical, good with people, effective and supported by Council and community.

Weaknesses: None identified.

Reference Notes
Charles M. Duggan, Jr.

Sam Gaston – City Manager, Mountain Brook, AL

Mr. Gaston knows Mr. Duggan through the state and national city manager associations. Mountain Brook is about two hours away from Auburn, so they have not had occasion to collaborate on specific projects. Mr. Duggan has provided the City of Auburn with stability and direction.

The majority of Mr. Duggan's staff he inherited, but as they retire he does a thorough job of finding the best qualified person to fill the vacated spot. He includes his staff in decision making. He has a team approach to managing the organization, which results in high performing departments that are willing to help each other.

Auburn is one of the most, if not the most, innovative City in the state. It has transformed from a sleepy town to a progressive one. Mr. Duggan follows in this tradition. Along the way he has been faced with tough situations and always found a way to maneuver through them.

Mr. Duggan is well spoken and gets along with the citizens. He puts out an annual customer survey which always results in high marks. Every community has upheaval over various issues, as does Auburn, but none of which is related to what he has done.

In the past ten years Mr. Duggan has constructed new municipal buildings and worked with federal and state departments for the completion of a new interchange off the interstate. He has been instrumental in developing the high tech industry that is located in the City. In addition, he improved relationships between the City of Auburn and Auburn University. Those relationships improved so much that he was able to negotiate for the City's police force to take over the University's operations.

Mr. Duggan was recently elected to the ICMA Board, only the second person from Alabama to do so. He is also heavily involved in the Alliance for Innovation, which is an offshoot from the ICMA.

It would be a shame for Mr. Duggan to leave because he is a positive force for the state. His creative nature will benefit him as he moves on to another organization. He is an extremely strong candidate for a City Manager position.

Words or phrases used to describe Charlie Duggan:

- Engaging,
- Organized,
- Ethical,
- Quiet at first,
- Good first impression, and
- Professional looking.

Reference Notes
Charles M. Duggan, Jr.

Strengths: Even keeled, smart, thorough and relies on staff.

Weaknesses: None identified.

Steve Reeves – Human Resources Director, Auburn, AL

Mr. Reeves and Mr. Duggan first met in the early 1990's while playing in the City's tennis league. From there they began working together at the City of Auburn and have been colleagues ever since. Mr. Duggan is an outstanding City Manager.

Mr. Duggan does not shy away from making tough decisions. He has a broad knowledge base and is able to decide quickly if the situation warrants it, but he prefers to take some time to research and put together a team to work on the issue. He is very analytical, which explains his ability to catch on to new concepts quickly. He is also a good writer and sounding board.

Mr. Duggan is a great manager of employees. He likes to engage his staff to build collaboration. He listens to their suggestions and emphasizes proper training. If an individual has been through the disciplinary steps for performance, he is not afraid to fire those that are unwilling to make improvements.

Over the years Mr. Duggan has put forth a great deal of effort to provide ethical customer service. He encourages his direct reports to do the same and pushes the thought down to line employees. Although he receives complaints, the majority of his interactions with citizens are positive.

When making presentations Mr. Duggan has tremendous recall and is able to answer specific questions. He has a good relationship with the elected officials as well. His breadth of knowledge is impressive and he is able to identify problems quickly. He never holds grudges or gets angry, which is rare in a contentious, political atmosphere. Public meetings can get heated over the issue of growth, but he supports the Council's decisions.

Mr. Duggan's knowledge of the finances is well rounded. When he presents the budget he is able to paint the big picture but also identify details. He pushed the finance department staff to upgrade the bond rating, which they were successful in doing despite being in the middle of the recession. When his team goes to New York to present to the bond rating organizations, they are impressed at the level of sophistication and ability to answer the analyst's questions.

Mr. Duggan has so much potential; he is a rising star in his field. Any organization that hires him is extremely lucky. Mr. Reeves highly recommends him for the City Manager position.

Reference Notes
Charles M. Duggan, Jr.

Words or phrases used to describe Charlie Duggan:

- Approachable,
- Not arrogant,
- Calming influence,
- Fields questions well, and
- High expectations.

Strengths: Sense of humor, analytical, quick thinking, tremendous recall and collaborator.

Weaknesses: Sometimes takes longer than necessary in explaining things in his presentations.

James Buston – Assistant City Manager, Auburn, AL

Around 1996 Mr. Buston was hired to start the IT department. He hired Mr. Duggan from the Parks and Recreation department to be a network administrator in 1998. Mr. Duggan moved up from there and eventually became the Deputy Director of IT. His talents were noticed by the City Manager and he was promoted to Assistant City Manager in 2005 and became Mr. Buston's supervisor. Some people would have trouble taking direction from a former subordinate but Mr. Duggan is likeable and able to bring people together. He has since been promoted once again to City Manager and has done a great job.

The prior City Manager was not a good fit for the organization and spent a great deal of money. Mr. Duggan was thrown into the top position in the organization with very little experience and at a time of crisis. Not only did he put the finances back in order, he did it on the cusp of the economic downturn without cutting services or laying off employees. His MBA education served him well for this type of dilemma.

Every year the City sends out a citizens' survey and every year it gets high marks across the board. When a department's rating falls from one year to the next, Mr. Duggan does not brush it off, but determines the cause and makes plans to enhance that area. For instance, the Parks and Recreation department over two years received lower scores than it had previously enjoyed. He initiated a process to update the department's master plan. He also began allocating money for the projects even though they would not be completed for years to come.

Auburn has a culture of being progressive and innovative, resulting in a high performing organization. While Mr. Duggan inherited this top notch staff, he knew they could do better. He sent senior management personnel to LEADS training, encouraged staff to take advantage of the tuition reimbursement program and increased the already high expectations. Once he became City Manager the department heads had to do even more research than before because they knew he would ask questions during meetings and expected them to know the answers. He has hired a small number of department heads because those that were there when he came in, are still there.

Reference Notes
Charles M. Duggan, Jr.

One of the hires ended up not being a good fit. The person did not get along with the outside groups that they had to coordinate with. In the end it was a mutual separation. He recently hired a new Library Director to replace the forty-year veteran that retired. It could have been a difficult position to come into because people were used to the way things had been done for decades. However, the new director has been able to develop relationships quickly and move the department forward. In fact, the library system now collaborates with Auburn University.

In general, Mr. Duggan is an inclusive manager. He wants to gather all of the information in order to make the best decisions. He permits his staff to make their own plans for moving forward, but he wants them to be able to justify what they are doing. His door is always open and will be there as a sounding board for anyone. In addition, he is very supportive of the staff. He has created an atmosphere where people are not afraid of repercussions if they make a mistake. He instills in his people the desire to learn from mistakes, not be paralyzed by them.

Mr. Duggan is extremely patient and gracious with the public. During Council meetings people can become hateful and contentious but he never succumbs to the stress. He remains calm and in control. The residents know and appreciate the work that he has done, as reflected in the customer satisfaction survey. The survey found that a high majority of citizens were satisfied with the amount and quality of services in relation to the amount of taxes they are paying.

Over the years Mr. Duggan has enhanced services while not increasing staff. His goal is to keep personnel expenses below 50% of the budget. So far he has been successful. He has not been involved in anything that would put his reputation, or that of the City's, at risk. The debate is between those that want to grow and develop and those that are anti-growth.

Although Mr. Buston would hate for Mr. Duggan to leave Alabama, he knows that Mr. Duggan would do a fantastic job as city manager. It would be Auburn's loss but their gain.

Words or phrases used to describe Charlie Duggan:

- Never loses cool,
- Wide range of knowledge,
- Conversationalist,
- Does not need to be center of attention,
- Open, and
- Effective leader.

Strengths: Patience, understanding of complex situations, knows what questions to ask and finance.

Weaknesses: Takes people at their word and some people are not honest.

Reference Notes
Charles M. Duggan, Jr.

Kevin Cowper – Assistant City Manager, Auburn, AL

Mr. Cowper was hired by Mr. Duggan in 2007. They have neighboring offices which means they communicate multiple times a day. Mr. Duggan has been an outstanding City Manager.

Mr. Duggan allows his staff to do what they think needs to be done. He follows up on tasks but does not micromanage. He is willing to try new and different things that could make the organization better. He has made some really good hires, some have been internal and some external candidates. Only one hire did not work out and he quickly remedied the problem and the individual was forced to resign.

Over the past several years Mr. Duggan has made a push to focus more on customer service. He sent the majority of the upper management to the LEADS program, which teaches customer service and leadership skills. When he was promoted to the City Manager position he was only thirty years old. All of the department heads were older than him by quite a bit. Despite the age difference he was able to gain their trust and build a team atmosphere.

The volume of work that comes into Mr. Duggan's office could be overwhelming. However, he uses technology to keep him organized. He meets deadlines and gives his staff the freedom to make their own timeline for completing tasks.

Auburn's intense growth and development is perhaps the largest issue Mr. Duggan has been faced with. He did not have any experience in planning and zoning prior to becoming City Manager. He educated himself and pulled together a qualified team to work together in creating a comprehensive plan. By having a specific plan in place the City remains in control of its infrastructure, rather than allowing the growth to control progress.

Mr. Duggan's natural instinct is to be introverted. Nevertheless, he works hard at being social and is comfortable speaking in front of large groups of people. When it comes to the politics of the municipality, he remains neutral and follows the Council's guidance.

While some cities were thrown off guard by the 2008 economic downturn, Auburn was not. Mr. Duggan had begun to take measures to control spending. Due to his foresight the citizens enjoyed the same level of service throughout the recession. He did not have to fire employees, but rather decreased staff through attrition. Now that the country has made its way through the recession, Auburn is in even better shape. In fact, incoming revenue is far above what was projected.

Mr. Duggan has a good grip on the big picture and knows what needs to be done in terms of strategic planning. He does not get bogged down by the details, yet he knows the details. By having a wide perspective, he is able to analyze situations quickly and identify solutions.

Reference Notes
Charles M. Duggan, Jr.

Mr. Duggan is committed to his profession. He is heavily involved in local and national associations. Although Mr. Cowper would hate for Mr. Duggan to leave, it is obvious that Mr. Duggan would do a fabulous job for any city as its manager.

Words or phrases used to describe Charlie Duggan:

- Likeable,
- Public servant,
- Academic,
- Ethical,
- Professional, and
- Credible.

Strengths: Analytical, people person, well respected by staff of all levels, finance and does what he says he is going to do.

Weaknesses: Because so analytical he can come across as over analyzing and annoying to those that do not know him.

Prepared by: Emilee Anderson
Colin Buenziger & Associates

CB&A Internet Research

Opelika-Auburn News (AL)

September 1, 2016

City of Auburn files to dismiss claim made in lawsuit about fatal police-involved shooting

Author: Cynthia Williford

The city of Auburn filed a motion Wednesday to dismiss a claim made in a lawsuit against the city and two Auburn police officers over a fatal officer-involved shooting in April. On Aug. 2, the family of Melissa Boarts, who was shot and killed by Auburn police, filed a complaint that officers "negligently, and/or recklessly, and or/wantonly allowe(ed) a firearm to be discharged, which proximately caused the death of Melissa Boarts." The complaint also claims officers committed assault and battery upon Melissa Boarts, causing her death. James H. Pike, the city's attorney with Shealy, Crum & Pike P.C. in Dothan, filed a motion to dismiss the assault and battery claim Wednesday morning.

"The court should dismiss the assault and battery claim because the wrongful death claim under Alabama Code (Section) 6-5-410 is the only potentially viable claim in the case of a suit over a death," stated the motion. The motion referred to a 2015 case, *Burns v. City of Alexander City*, which states, "Alabama law is clear that, when an individual dies before bringing a lawsuit, all state law claims that individual could have asserted prior to his demise are subsumed by a claim for wrongful death."

Julian McPhillips, the Boarts family attorney, said the motion was simply a tactic to delay the case. "It's just a device to try and win themselves a little bit more time before they have to do their answer," McPhillips said. "We're just saying whether it was by assault and battery or whether it was by negligence, whatever it was by, we have a cause of action. They still wrongfully shot and killed her." McPhillips said he has been in contact with Shealy, Crum & Pike to gather discovery papers and that the case will be moving forward. "We expect that motion to dismiss to be denied, but it's interesting — they didn't file a motion to dismiss against the first count," McPhillips said. "They know they have no solid grounds."

City of Auburn officials declined to speak about specific elements of the case, but said they would continue to defend their officers' actions. "The City of Auburn extends its sincerest sympathy to the Boarts family," said City Manager **Charlie Duggan**. "It's difficult for any of us who are parents to comprehend a greater loss than that of one's child. The city also extends its sympathy and support to the officers involved in this unfortunate incident and to their loved ones. The use of deadly force is always tragic, even when it's a necessary response to a threat. The investigation of this case and the subsequent grand jury results have found that our officers acted in concert with APD policies, in response to their training and in a justified and appropriate way to protect themselves against attack. We will continue to support our officers and will vigorously defend their actions in the civil suit that has been filed against the city."

Boarts was shot on April 3 after authorities responded to concerns of a female driver on Interstate 85 displaying suicidal tendencies. Auburn officers followed Boarts for several miles

before she stopped in Macon County. Police said officers discharged their weapons after Boarts charged the officers with a weapon. Officers fired at Boarts, who was pronounced dead at the scene. A Macon County grand jury ruled in mid-August that Auburn police were justified in the shooting. Since the shooting, Boarts' family, including her mother, Terry Boarts, have held protests, attended City Council meetings and requested the police release footage of the incident.

Staff writer Jim Little contributed to this report.

Internet – Newspaper Archives Searches
CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Auburn Plainsman, The: Auburn University (AL)
August 21, 2016

Meet Auburn City Manager Charles Duggan
Author: Kris Martins

Charles M. Duggan, Jr., City Manager of Auburn, speaks during City Council meeting on Tuesday, Aug. 16, 2016 in Auburn, Ala. Most citizens and students can see City Manager **Charles Duggan** sitting to the side of the council members at the Auburn City Council meetings each month, but **Duggan's** over 10 years as city manager began with his days as a student. "I have an interest in how things work in general," **Duggan** said.

Duggan, named city manager by the council in 2006, supervises the different city departments and is charged with carrying out the policies of the city council. "I'm the bridge between the administration and the policy arms of the government," **Duggan** said. Though **Duggan** graduated from Auburn with a bachelor's degree in applied physics in 1990, his interest in government came soon after, while he was in graduate school.

At the University, he took some public administration courses, and he joined the city's parks and recreation department in 1991, his first step to becoming city manager nearly 15 years later. He transferred into the information technology department in 1998, becoming assistant city manager in 2005 before taking over the city manager position the year after.

Mayor **Bill Ham**, who's known **Duggan** for about 20 years, said he remembers **Duggan** approaching him about 12 years ago with an interest in learning about the city manager position if an opportunity ever surfaced. "He ended up being city manager," **Ham** said, adding that **Duggan's** work ethic made him a good fit for the position. "He's always willing to expand his horizons and continue to learn more." A major part of **Duggan's** job, **Ham** said, involves problem-solving, which means working with people and funding as well as advising the City Council.

Aside from participating in the each month's council meetings, **Duggan** said other days of the month come with meetings, emails and time for future planning. "It's definitely not a job for someone who likes a lot of routine," he said. "You need to be very flexible in this position." And being the city manager of a college town, **Duggan** said, presents its own challenges with the "great big influx of brand new adults" that other city managers don't have to consider each year.

The city has to work with the University schedule, which means planning city development during the summers, ensuring Auburn is a safe place for game-day visitors and seeing that businesses thrive even when students leave for breaks. "But I can say that, in many ways, I have one of the best college town jobs in the nation because the college administration is so great to work with. The City Council is so great to work with," **Duggan** said.

As a college town, the city strives to include student input as it makes future plans, Duggan said. He and the mayor meet with the SGA president and other students periodically, he said, and a student representative has an allotted time at the council meetings to update council members about University happenings.

Duggan cited the council's decision to bring Uber back to Auburn as a recent example of considering students' perspective in making city decisions. The process to reinstate the ride-hailing service in Auburn, he said, would have been slower if the council had not heard students' desire for the service. But meeting students' needs and nonstudent citizens' wishes can be challenge sometimes, he said. "It's constantly trying to strike balance," Duggan said. "Not everyone is going to agree, but that's one of the cornerstones of our democracy: everyone gets a say..."

In a college town, a city manager needs to be consistent to be successful, Ward 2 City Councilman Ron Anders said. "Charlie, he's the city manager because he's done things consistent his whole life," Anders said, adding that Duggan takes his job seriously and methodically. "He's paid attention to detail." And in the end, Duggan said, solving problems making a visible impact on the community is his favorite part of the job. "Being able to focus on what's best and not just problems," Duggan said.

Duggan also welcomed students to get involved in the city and community. "Our council meetings are open to everyone, and really our office doors are open to everyone," Duggan said.

Internet – Newspaper Archives Searches
CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Alexander City Outlook, The (AL)
February 16, 2016

City Manager: Position gives city added layer of protection
Author: Mitch Sneed

Editor's note: This is the first in a five part series on the city-manager form of government. A petition is now active asking for the people to be allowed to vote on a possible change in Alexander City. The petition can be signed each day at the offices of The Outlook. Tomorrow, we will look at the financial impact of a possible change. Why do we need a city manager and what would they do anyway? That's a question that has been repeated by many residents as a possible change to a city manager-council form of government has begun in Alexander City. Consider this tenet from the International City/County Management Association's code of ethics: A city manager will: "Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials."

The public discussion of a possible change has been limited in meetings by —current elected officials in Alexander City. But recently council members Bob Howard and Tony Goss have both said the idea has merit. After several embarrassing missteps that have detracted from the progress and advancement the city has made, some say professional help is at least worth considering. Look at the job description for the city manager of Auburn, a city that many state residents point to as a model of efficiency. "The City Manager, appointed by the city council, is responsible for the overall operation and supervision of city government within the policy directives of the city council. As the administrative head of city government, the city manager is responsible for the hiring and dismissal of all employees. The city manager advises the council on policy matters and presents the city's annual budget, including long-range goals and the Capital Improvement Program, to the council. The city manager is also responsible for the administration of the budget after adoption." That outline touches on many of the very issues that have again made a possible change in Alexander City a hot topic.

Why is a city manager-council form of government more effective? Auburn City Manager Charlie Duggan said it can give elected officials an added layer of support, protection and knowledge that is often needed to make decisions that are in the best interest of the city. "Obviously, I am a little partial, but I feel like the city manager-council form of government is the most effective because it gives you leadership in the day-to-day operation of the city that is trained specifically for that purpose," Duggan said. "By that I mean, through college, grad school, certification and professional development and experience - this is what we are trained specifically for.

"Operating a municipal government is unlike any other business that I know of. So having someone who is specifically trained in all of the specifics of what city management entails, makes the likelihood of success greater, in my opinion." That training includes a code of ethics, that demands that city managers be "apolitical." They don't attend fundraisers or take a stance on

political races. They show no favoritism. Instead, they concentrate on running the city as efficiently and fairly as possible, Duggan said.

Why is running a city different than operating a business, like many of today's mayors have done before seeking office? Duggan said the demands of governmental operations are a set of standards that are unlike any in the private business world. "In private business, if you have a customer that is difficult, you have the option to move on, and just tell them this isn't working out," Duggan said. "In government, you have to treat every situation, every resident, exactly the same, regardless of other factors. No, we are not elected so people don't express their approval at the ballot box. That doesn't mean we are any less accountable. In addition to being accountable for making sure that every person is treated fairly, we are accountable to the mayor and the city council. "

Duggan said the accountability required by a city is also more than most private sector businesses would demand. "You are bound by local ordinances, practices and law, state law and guidelines and in some cases the federal government has requirements, particularly when it comes to environmental issues and utilities," Duggan said. "It would be unrealistic to think that someone who does not have extensive experience in all of those areas would be able to step in and immediately know all of the ins and outs overnight.

"When you think about it, that is exactly what you are expecting a mayor to do as soon as they are elected and take office. Obviously, they can pull from a lot of resources, training, department heads and so forth, but even then, it is only a fraction of the training and knowledge you would have with a certified city manager." Duggan said he has seen several cities with the mayor-council form of government that are very successful. But with changes in leadership that can occur with each new election, a city manager can be the constant that makes sure that there is no drop off in knowledge or service. "I have seen some incredible mayors and have seen very effective mayor-council governments, but just like with anything, you are only as good as your people," Duggan said. "The form of government doesn't matter if you don't have good people involved. But by having a good city manager, it lessens of the potential for gaps and issues. It also lessens the potential damage that one election could cause."

What is a professional city manager? Consider this description from the Alabama City/County Management Association. "First, and foremost, professional managers are just people. Their primary responsibility is to keep cities, towns, and counties running smoothly. They are highly trained and experienced men and women who are committed to meeting the challenges set before them. "Professional managers provide supervision of department heads, administration of personnel, management of public funds and annual budgets, implementation of programs and policies, and coordination of day-to-day services and operations. Professional managers work closely with elected officials to strengthen the quality of local government through professional management. Above all, professional managers bring to their communities a commitment to maintaining the public trust and confidence in local government."

Internet – Newspaper Archives Searches
CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Opelika-Auburn News (AL)
July 20, 2015

City of Auburn could have larger-than-expected surplus
Author: Staff

With higher-than-expected revenues and some projects that came in under budget, Auburn's city government could have \$6 million more in surplus at the end of the current fiscal year than the city budgeted. Members of the Auburn City Council reviewed the FY 2015 and 2016 spending plans in a workshop Monday night. City Manager **Charles Duggan** noted that projected revenues have increased by about \$1.5 million since the City Council last reviewed the budget in February. The total revenue and other financial sources for 2015 have increased to \$73.85 million. Several projects have been completed under budget this year, allowing 2015's expenditures to decrease to \$83.11 million and potentially leaving the city with \$6 million more than originally projected at the end of the budget year. Excess revenue for Fiscal Year 2016 has been allotted for other projects, raising the total spending to \$79.83 million.

"We don't take people's money and put it away to hoard it," **Duggan** said. "What we do is, we provide services and products that people want, and that's why people live here." **Duggan** also discussed various projects that have been completed and are in progress this year. Toomer's Corner construction is on track and slated to finish by August 17. Portions of other projects, such as the Renew Opelika Road Phase I project and the Downtown Alleyway Project, have been completed. "When you really look at it, our operating costs really haven't gone up. We've taken any money that we've received and put it toward infrastructure projects to make sure that we're not neglecting things, that we're being prepared for the growth we're having and that we're going to be appropriately situated for the future," **Duggan** said.

Improvements have also been made to Town Creek Park, including a handicap-accessible dog park. Several plans are on the table for 2016, including multiple transportation projects, additional improvements to Opelika Road and the Parks, Recreation and Culture Master Plan. "Right now we're getting a lot of really good projects done and we're getting a lot of value for our dollars, and citizens typically tell us they feel like they're getting a good value for their tax dollars. So we're trying to make sure to not squander it in any way while upgrading the town as much as we possibly can," **Duggan** said.

Internet – Newspaper Archives Searches
CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Auburn Plainsman, The: Auburn University (AL)
April 8, 2015

Annual Citizen Survey reveals high satisfaction
Author: Jim Little

City leaders were able to find out how the citizens of Auburn feel about the way the city is run after getting the results of the Annual Citizen Survey. Chris Tatham, Vice President with the ETC Institute, a market research firm for local governments, presented the survey results at the Auburn City Council meeting on April 7. Auburn ranks among the highest in citizen satisfaction from the more than 800 cities where ETC conducts surveys, according to Tatham. "The nice thing when I get to come present here is Auburn is one of the standard setters for community performance," Tatham said.

Ninety-two percent of survey respondents said they were satisfied with the quality of life in Auburn. The survey was sent to 1,500 households with a 46 percent response rate and a margin of error of 3.5 percent, according to City Manager Charles Duggan. The survey revealed a 43 to 1 ratio of positive to negative opinions of city services, with 87 percent of Auburn residents having a positive view of the quality of city services. Seventy-six percent of citizens had a positive view of their value received for tax dollars paid. "[These] are the two questions I consider the most important on the entire survey," Tatham said. "In other words, if you don't ask anything else, this is usually where I can take away is this city doing well or not so well."

Auburn's worst area was traffic flow, with 19 percent of citizens dissatisfied with the way the city handled traffic and 57 percent satisfied. Twenty-five percent were neutral. The survey was conducted in February and March when several railroad crossings were closed because of construction. "Traffic congestion is a problem in every city, but we're not satisfied until we're above every city," Duggan said.

Duggan said he hopes city projects, including the Toomers Corner renovation, will improve traffic flow. "We had a 44 percent decline in accidents on the South College-Shug Jordan-East University intersection after we redid that," Duggan said. Duggan said he's willing to take a hit on the perception of traffic flow for a few years during projects, which will eventually improve traffic.

Mayor Bill Ham said he was happy Auburn continues to have some of the highest citizen satisfaction rates in the nation. "We may be very good, but we can always do better," Ham said. "There's always room for improvement. As my dad used to say, 'We're human, so we're not going to be perfect, but we can always strive to do better.'"

Councilwoman Lynda Tremaine said she was also pleased with the survey results. "My feeling is, keep it quiet because it shows what a wonderful community (Auburn) is," Tremaine said. "I think, when you talk to anybody, they love living in Auburn, and that's what that survey shows."

Opelika-Auburn News (AL)

September 2, 2014

Auburn City Council certifies election results

Author: Sara Falligant

Members of the Auburn City Council met Tuesday to accept provisional ballots and certify the results of last week's municipal election. City Manager **Charles Duggan** presented the Council with the provisional ballots from the Lee County Board of Registrars. The provisional ballots were in sealed boxes from each polling location. **Duggan** then had to open two envelopes to read each ballot. "Anybody ever watch 'Get Smart'?" **Duggan** asked the Council. "You have to do all those different things to get into headquarters. That's what it feels like right now."

Of the four provisional ballots received for Ward 1, two could not be counted. One of the uncounted votes was thrown out due to a criminal conviction, while the other was thrown out because the individual was not registered to vote. The two counted votes were for Clemon Byrd, who defeated incumbent Arthur Dowdell. Dowdell was not present at the meeting. Ward 3 had 10 provisional ballots, two of which could not be counted, as the individuals had not registered by the requisite time. Beth Witten, who won the Aug. 26 election over Wendell McLain, took seven of the counted votes. McLain took one.

All 11 provisional votes in Ward 5 were counted. Winner Lynda Tremaine took nine, while incumbent Robin Kelley, who was not at the Tuesday meeting, took two. Ward 6 had one provisional ballot for Brad Donnelly, who lost to incumbent Dick Phelan. The Council unanimously certified the Aug. 26 election results, including the provisional ballots. Byrd defeated Dowdell with 252 to 147 votes; Witten edged McLain with 219 to 173 votes; Tremaine defeated Kelley with 753 to 144 votes; and Phelan beat Donnelly with 253 to 154 votes. "The election results are certified," Auburn Mayor Bill Ham said.

CBS - 3 WRBL (Columbus, GA)

August 28, 2014

City manager responds to Auburn election controversy

Author: Naomi Keitt

AUBURN, Ala. - The people have spoken and elected a new city councilman for Ward 1 in Auburn but the losing incumbent says there is some foul play involved. It started with residency claims and has grown to voter fraud as ousted Ward 1 councilor Arthur Dowdell tries to reclaim his seat. "We know that many people came to this poll and were turned back," said Arthur Dowdell. It's this claim by councilor Arthur Dowdell that he says cost him his Ward 1 seat. The polls were open all day Tuesday as nearly 400 people came to the Boykin Gymnasium to vote for their candidate. "There's something remiss going on. We hauled all the people to the polls and yet we got less votes," said Dowdell.

News 3's Naomi Keitt met up with the Auburn city Manager Thursday afternoon who says the claims simply aren't true. The city of Auburn is dedicated to running fair and honest elections. "Everyone walking in the door that wants to vote was able to vote," said City Manager **Charles Duggan**. **Duggan** says there was 1 issue of voter irregularity where a poll worker mistakenly crossed off the wrong person's name but that issue was resolved quickly and everyone entering the Ward 1 polling place was able to cast their ballot. "They make sure people are able to vote, that we're following all the laws of the state of Alabama," said **Duggan**.

The newest claims by Dowdell come on the heels of a lawsuit saying Clemon Byrd doesn't actually live at the address he listed on his election paperwork. News 3's Naomi Keitt reached out the Byrd for his comments. He says he proved his residency at the Martin Luther King Drive address by satisfying the city's requirement and is now ready to serve the residents of Ward 1. The residency lawsuit is working its way through the courts right now. We'll be sure to keep you updated as new information becomes available. The unofficial election results show Clemon Byrd captured 63% of the vote while Arthur Dowdell claimed 37% of the vote. The official results will be canvassed by the city on Tuesday. Candidates will be sworn in this November.

Internet – Newspaper Archives Searches
CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Reason.com
August 20, 2014

Former Auburn Cop's Ticket and Arrest Quotas Case Dismissed
Author: Tracy Oppenheimer

In July 2013, Reason TV reported on former police officer Justin Hanners, who exposed ticket and arrest quotas in Auburn, Ala. He provided Reason TV with audio recordings that backed up his claims, sparking outrage amongst the citizens of Auburn and even nationwide. Hanners brought his case to court, saying he was fired for speaking out about the quotas. On Monday, U.S. District Judge W. Harold Albritton dismissed his case. Judge Albritton ruled that Hanners did not provide adequate evidence to back up his termination claims, and that the defendants [City of Auburn, Alabama; Thomas Dawson; and Charles Duggan] had grounds for firing Hanners.

The Defendants have reiterated numerous times that the Plaintiff was terminated primarily because he recorded conversations without disclosing the recordings and because he violated a direct order by discussing an internal affairs investigation. These recorded conversations were the pivotal point that informed the public about Auburn's "numerical goal for contacts" as former Police Chief Tommy Dawson called it. Dawson believed "the officers were misconstruing a numerical goal for contacts as a quota for citations," according to Judge Albritton's summary. Side note: after retiring as police chief, Dawson recently ran unopposed for city council and will be taking his seat in November.

Hanners had argued that his actions were justified by the First Amendment and are entitled to whistleblower protection. The judge responded: "Plaintiff Hanners was a municipal, not a state, employee and, therefore, is not covered by the State Employees Protection Act (Count One). As to his Section 1983 claim (Count Two) alleging a violation of his constitutional right to freedom of speech, he has failed to present to the court sufficient evidence of a genuine issue of material fact, from which any reasonable juror could find that his speaking out in opposition to what he perceived to be a quota system requirement in traffic enforcement was a substantial motivating factor in any adverse employment action taken against him."

At this point, it is unlikely that Hanners' case will ever be heard by a jury. Yet he says he will be releasing all related documents, so that the public can decide for themselves. "I'm working on making digital copies and I'll start putting all the documents out there on social media," says Hanners. His Facebook support page can be found here. This has been huge blow to Hanners, who has already dedicated the vast majority of his time and money towards fighting for reform. "During all this we've lost our home to foreclosure and had to move in with family, what retirement funds I had invested have been spent trying to pay bills, we are barely getting by and keeping our two daughters fed." says Hanners. "The city [has] also attacked my character and integrity which hurts my chances for future employment. All this to cover up their dirty little secret I recorded and released to the public."

Internet – Newspaper Archives Searches
CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Auburn Plainsman, The: Auburn University (AL)
November 19, 2013

Auburn citizens raise concerns over racial discrimination
Author: Annie Faulk

The Auburn City Council met Tuesday, Nov. 19, to discuss board vacancies, traffic developments, the purchase of the Auburn Depot, but Council member Arthur Dowdell dominated the meeting with claims of racial discrimination. Two men spoke on behalf of Christopher Turner during Citizens' Communications. Turner is an African-American firefighter suing the Auburn Fire Department for alleged racial discrimination after he was demoted from lieutenant to firefighter. Turner's attorney, Julian McPhillips demanded the council to eliminate the fire department assessment test, which screens candidates for promotion.

"Eighteen years and we have not had a black promoted," Dowdell said during the meeting. "Only because we have allowed the assessment center to be there and it should be deleted, it should not even be there. But we got it there. To me, it's there only to predicate things upon black firefighters." Dowdell said he is concerned, as an elected official, with what he sees in the city. "Do we really look like America?" Dowdell said. "We aren't going any place. We got black and white, rich and poor." Dowdell did admit the Auburn Police Division fit his qualifications and reflected America.

"We believe our hiring and promotional practices are race-neutral," said **Charlie Duggan**, city manager. "Race does not play a part in our decision making. We hire and promote the most qualified candidates for the job." **Duggan** assured professionals with experience and background in fire service run the assessment center. "They come in, and they rate individuals on a number of criteria, not just the test. They put them through a number of exercises," **Duggan** said. "We believe the most qualified are identified and promoted."

While McPhillips was at the stand, he passed envelopes filled with case details to all council members and the press. Mayor Bill Ham could not answer questions, because the lawsuit lists him, along with many other city officials, as defendants in the case. "I thoroughly, faithfully, believe this city is fair in all of its practices and the council has no authority in hiring anybody," Ham said. "I personally think that's a good thing. It's unfortunate that these accusations are out there, but certainly that's what lawyers do."

Dowdell followed these accusations toward city officials with concerns that school principals have expressed racial issues in the school system to him. "I'm not going to retire from this city council or somebody defeat me until we see change for all of the people in the city of Auburn," Dowdell said. "And let the record know that I was the first to say students should have a voice in this city council. Let's be realistic. we all know why we don't allow students to be here when we have elections."

Internet – Newspaper Archives Searches

CHARLES M. DUGGAN

(Articles are in reverse chronological order)

In reply, Ham said that for the past two city elections, Auburn University was in session for the fall semester.

In other council news,

- Current city code restricts solicitation from 8 a.m. until 8 p.m. Phelan proposed the code be altered to 8 a.m. until dark.
- The council approved alcoholic beverage license for J and S Food Mart at 1700 Opelika Road, and a no parking zone stretching from 600 to 604 Edgewood Drive.
- It also approved a development agreement between the city and Eastwynn Theaters, Carmike Wynnsong Cinemas, to redevelop the area to make infrastructure improvements in order to redevelop the facility.
- Approved four planning commission recommendations dealing with the Auburn Club Fitness Center, Initial Outfitters, Project Special K and Vapor Craft of Auburn.
- Approved a sewer study conducted by Raftelis Financial Consultants, Inc. to evaluate the sewer system's sufficiency rates and sewer operational fees.
- Approved a contract with C.W. Smith Decorating Co. to complete sealant and wall restoration work at the Douglas J. Watson Municipal Complex. The cost of the restoration is \$201,083 to include labor, equipment and materials.
- Approved a preliminary engineering agreement with the Alabama Department of Transportation to install stagger traffic signals to control traffic in the City. The council approved to match the funding of the project. The total cost of the project is estimated to be \$760,500 with federal funding through the Metropolitan Planning Organization of \$608,400 (80%) and City match funding of \$152,100 (20%).
- Approved various drainage and utility easements for One-Sixty Ross Subdivision and 2025 Brenton Lane.
- Appointed Rex Griffin to the Citizens Advisory Committee of the Metropolitan Planning Organization. His term is effective immediately and will end March 8, 2017.
- Appointed Bobby Poole and Doug Klinkenborg to the Parks and Recreation Advisory Board. The terms expire March 8, 2017.
- The council approved for the Industrial Board to purchase the Auburn Depot, located at 104, 120 and 124 Mitcham Ave., for economic development.

Auburn Plainsman, The: Auburn University (AL)

October 14, 2013

APD quota system allegations heading to federal court

Author: Staff

The former Auburn police officer's case alleging the department of using a quota system is headed toward federal court. The case was moved from Montgomery County Circuit Court to the District Court for the Middle District of Alabama in Montgomery Oct 4. Allegations arose in July when former police officer Justin Hanners spoke with Reason Magazine, providing what he claimed was a recording of Police Sgt. Trey Neal indicating the employment of a quota system.

"It's Saturday night," Neal allegedly said in the recording. "Let's go out there and make some contacts, put some a---s in jail. Write some tickets and all that neat fun stuff we signed up to do when we signed up to do this job."

City Manager **Charles Duggan** released a statement following Hanner's quota system allegations Friday, July 26, stating the allegations were false.

"Unfortunately, a former Police Officer who was terminated from employment with the City of Auburn over three months ago has made false and unsubstantiated allegations surrounding the Auburn Police Division and the basis for his termination," **Duggan** said in July. Efforts to contact the attorneys of Justin Hanners, **Charles Duggan** and former police chief Tommy Dawson are ongoing. For The Plainsman's original coverage of the quota system, or to see **Duggan's** original statement, follow the links below.

Birmingham News: Web Edition Articles (AL)

September 5, 2013

Former Auburn police officer who claims police use quota system files lawsuit against city

Author: Erin Edgemon

MONTGOMERY, Alabama -- A former Auburn police officer has filed a lawsuit against the city of Auburn and the Auburn Police Department claiming his civil rights were violated under state law. Justin Hanners claims the city of Auburn Police Department implemented a quota system in 2010 and required police officers issue tickets and warnings in "adherence to predetermined mathematical formulas." After speaking out against the quota system, Hanners said the police department retaliated against him with demotions and ultimately termination. Hanners' claims his First Amendment rights and his rights as an employee in the state of Alabama were violated.

The city of Auburn, former Auburn Police Chief Thomas Dawson and City Manager Charles Duggan were named as defendants in the lawsuit filed Aug. 30 in Montgomery County Circuit Court by Hanners' attorney Michael W. Slocumb, of Washington, D.C. Hanners is seeking unspecified punitive damages. The city of Auburn declined to comment on Hanners' lawsuit. In a statement on July 26 in reference to Hanners' allegations, Duggan said Hanners has made "false and unsubstantiated allegations surrounding the Auburn Police Division and the basis for his termination." He stated there is more to the story that what Hanners has released.

Duggan stated that Auburn police never instituted a quota system and an investigation by an independent party determined there was no corruption or wrongdoing in the police department. Hanners was employed as a full time Auburn police officer from 2006 through early 2013. According to the lawsuit, Hanners claimed he was first informed in late 2010 by Auburn Police Sgt. Jeffrey Hackett that officers should issue at least two tickets and at least two warnings daily. Hanners claims he was told if he did not meet the quotas he would receive negative performance evaluations. Hanners voiced his concerns and then on Jan. 12, 2011 Capt. James Tatum through Sgt. Hackett ordered Hanners to draft a special report detailing his reasons for opposing the quota. Shortly after, Hanners had a meeting with former Auburn Police Chief Thomas Dawson and he was notified that "crude" jokes were found in his chat history, according to the lawsuit. As punishment, he would be suspended without pay for four days and have to forfeit two sick days, and would be forced to undergo a physiological evaluation. After passing a physiological evaluation, Hanners said in his lawsuit that he was assigned to the bike patrol, which he says is a less prestigious position with fewer opportunities for advancement.

"This action was purely meant to harass, oppress and punish the Plaintiff in violation of his constitutional rights," the lawsuit states. "Said action was in relation for the Plaintiff's exercise of his rights of free speech in regards to his opinion over the quota policy." In another staff meeting on June 8, 2012, Auburn Police Sgt. James Neal ordered each officer in Hanners' patrol to issue at least 100 warnings, tickets, citations, field interviews and non-traffic citations per month. Of the requisite 100 contacts under the new policy, a maximum of 40 could be warnings; the remainder had to result in citations, arrests or similar enforcement actions, according to the

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CHARLES M. DUGGAN
(Articles are in reverse chronological order)

lawsuit. Hanners stated in the suit that in both June and July of 2012 he didn't meet the quota and received negative evaluations.

On numerous occasions, various city officials warned and intimidated Hanners, he claims, by informing him that any public comments regarding the quota policies would result in adverse employment outcomes. Hanners wrote the State of Alabama Ethics Commission on July 18, 2012, to address his concerns about the quota systems and related employment issues. Hanners was terminated from his position on Jan. 17, 2013. He claims the motivating force behind the termination was retaliation for his whistle-blowing activities regarding the department's quota policies.

Updated at 4:37 p.m. to include statement from city of Auburn.

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McClatchy-Tribune Regional News (USA)
July 27, 2013

Auburn city manager rebuts Hanners' claims
Author: Drew Taylor

July 27--The city of Auburn has gone on the offensive against claims that the Auburn Police Division forces officers to comply with quotas. In a news release sent Thursday afternoon, City Manager **Charles Duggan** denied claims made by former APD officer Justin Hanners that officers are forced to make 100 contacts per month through ticketing and arrests.

"We have investigated the accusations that have been made and have found them to be false," **Duggan** stated. "I'm confident, and I hope our citizens remain confident, in the integrity and quality of Auburn police." **Duggan** stated an annual citizen survey by the city shows police visibility and enforcement of traffic laws are important and were a priority for the APD to uphold. **Duggan** stated any officers who are unclear of these expectations are encouraged to meet with him, Public Safety Director Bill James or APD Chief Paul Register.

"For patrol officers, those expectations do include enforcing traffic laws, which does require making contact with individuals on Auburn streets and sidewalks," **Duggan** stated. "Officers make those contacts not in response to quotas, but in response to apparent violations of the law." In the release, **Duggan** states burglaries in Auburn are down 32 percent compared to this time in 2012 and are down 18.6 percent year to date. **Duggan** cited a recent citizen survey that claimed citywide satisfaction with local police protection was at 89 percent while only 2.6 percent of those polled were dissatisfied with the police.

The original story on Hanners' allegations was written by Tracy Oppenheimer, a producer for ReasonTV, a subsidiary of Reason Magazine. Oppenheimer said she first started talking with Hanners in March after she had become acquainted with him through Young Americans for Liberty, a libertarian group with chapters at high schools and colleges across the country.

"He had been trying to get his story out, and I think he had first approached Young Americans for Liberty and then they sent out an email to a bunch of news sites," Oppenheimer said. Oppenheimer said during their correspondence, Hanners claimed the APD forced officers to abide by ticket and arrest quotas, as well as reclassifying crimes, such as assault, as police information. "That's how they would reclassify some of the more violent crimes so that they wouldn't show up in the statistics," Oppenheimer said.

In the statement, **Duggan** referred to an internal investigation on the matter conducted by Bob Eddy, who had previously served as an investigator at the Alabama Attorney General's office and an assistant director of the Alabama Department of Public Safety.

"Mr. Eddy was given free rein to look at police records, interview officers and staff and take as long as needed to do a thorough investigation," **Duggan** stated. "Mr. Eddy conducted an almost

700-hour investigation, including exhaustive interviews with Auburn Police personnel and found no corruption or wrongdoing."

Oppenheimer said she got to know Hanners really well during the interview and thought he was a good guy. "I talked to him first before going ahead with the story, and he's a really upstanding citizen with great moral conviction and you can just tell that he is leading with his heart and wants to do right by the city and I thought he had a really compelling case," Oppenheimer said. Oppenheimer said she initially contacted the APD for comment on Hanners' termination, but she received an email from the department claiming that they don't discuss personnel issues with the media. Oppenheimer said she did not contact the city on the issue. APD Chief Paul Register verified the email, but said it didn't have anything to do with alleged quotas, but on why Hanners was fired.

"She asked for us to comment on why Mr. Hanners was fired and of course, as always, we don't comment on internal personnel matters and we can't," Register said. As of Friday afternoon, a video interview Oppenheimer shot with Hanner for ReasonTV has garnered nearly 200,000 views on YouTube and Oppenheimer herself has received numerous calls and emails about Hanners' situation.

"I'm really optimistic, for Justin's sake that he'll have a brighter future and career after this and it makes me really happy," Oppenheimer said. Oppenheimer said she has also received messages from police officers across the country that have commended Hanners for bringing the issue to light. "I think it's going to put it on more of a national scale, too," Oppenheimer said. "That's my hope."

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(Articles are in reverse chronological order)

McClatchy-Tribune Regional News (USA)
July 25, 2013

Auburn releases statement on APD quota allegations
Author: Opelika-Auburn News, Ala.

July 25--Below is a statement sent out from the office of Charles Duggan, city manager of Auburn, regarding claims of quotas at the Auburn Police Division.

Unfortunately, a former Police Officer who was terminated from employment with the City of Auburn over three months ago has made false and unsubstantiated allegations surrounding the Auburn Police Division and the basis for his termination. Although I cannot comment in detail on the specific basis for the termination, I would agree with former Police Chief Dawson's statement in the OA News that there's more to the story than is being told. Although Mr. Hanners and his former counsel have a copy of his personnel file, which contains the basis of his termination, it is evident that he has not chosen to share that information with the media.

Over the years, our Annual Citizen Survey has indicated that enforcement of traffic laws and police visibility in neighborhoods should be a priority. While understanding the importance of this issue with our citizens, the Auburn Police Division has not chosen to employ quotas for tickets or arrests to meet this goal. However, the message that there is a quota was wrongfully conveyed through supervisory channels to at least one patrol shift. When this was brought to the attention of Police administration last fall, supervisory personnel were reminded of the appropriate way to communicate shift duties including the enforcement of traffic laws. Chief Register, as well as former Chief Dawson, have made it clear that they do not require quotas in the Auburn Police Division. If any Auburn Police officer is unclear on the expectations of the Chief or his supervisor, Chief Register, Public Safety Director Bill James and I all have open door policies and will be happy to hear their concerns and make our expectations clear.

For patrol officers, those expectations do include enforcing traffic laws, which does require making contact with individuals on Auburn streets and sidewalks. Officers make those contacts not in response to quotas, but in response to apparent violations of the law. Because we do take all allegations seriously, when former Police Chief Dawson informed the City Manager's office that allegations of corruption had been made he asked if someone from outside of the division would perform an evaluation to substantiate or disprove those allegations. The City Manager authorized the City Attorney to commission an evaluation by an independent party. The City Attorney hired Bob Eddy, who has been an Investigator at the Alabama Attorney General's office and an Assistant Director of the Alabama Department of Public Safety, to conduct an investigation. Mr. Eddy was given free rein to look at police records, interview officers and staff and take as long as needed to do a thorough investigation. Mr. Eddy conducted an almost 700 hour investigation, including exhaustive interviews with Auburn Police personnel and found no corruption or wrongdoing.

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CHARLES M. DUGGAN

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The real tragedy of the unfounded accusation like the one leveled by Mr. Hanners is the negative impact that such a charge of corruption makes upon the officers we employ. The Auburn Police Division is an excellent and effective Police force staffed with dedicated officers. As a result of their tireless efforts, burglaries are down in Auburn by 32 percent over this time last year and are down 18.6 percent year to date. In our most recent citizen survey, a, satisfaction with the quality of local police protection was 89 percent, which was 15 points above the national average. Only 2.6 percent of respondents indicated that they were dissatisfied with local police protection.

We have investigated the accusations that have been made and have found them to be false. I'm confident, and I hope our citizens remain confident, in the integrity and quality of Auburn police.

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CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Opelika-Auburn News (AL)
April 2, 2009

Auburn lauded by national magazines
Author: Katie Stallcup

At a time when the economy is slowing, the City of Auburn got two unexpected pats on the back when Forbes and BusinessWeek gave the city high ranks in recent articles. Auburn ranked No. 1 in projected job growth and No. 10 in Forbes March 25 nationwide list for best small metro for business and careers. In a March 27 article, BusinessWeek named Auburn the best city for starting a business in the state.

The BusinessWeek article (<http://www.businessweek.com>) says Auburn has 27 startups per 1,000 people and touts the benefits of starting up a business in a smaller city. "It's very exciting," City Manager Charlie Duggan said. "I think it's confirmation of what those of us who've lived here a while know — it's a very desirable place, not just for people looking for quality of life but to start a small business or locate a business here."

Duggan said factors like Auburn University, good education, cost of living, crime, income growth and job growth helped Auburn take its place in the ranks. "I think it's confirmation that someone looking from the outside in and comparing us to many other places in the U.S. has given us a good grade," he said. "It's good news." The Forbes article ranked Sioux Falls, S.D., as the top small metro for business and careers and ranked Auburn as top in projected job growth nationwide.

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CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Opelika-Auburn News (AL)
January 28, 2009

Grider lawsuit headed to court
Author: Katie Stallcup

A jury will hear a lawsuit next month in which two Auburn business owners say they were targeted by the city in an effort to shut them down, an attorney for the businesses said Wednesday. The civil suit was filed in November 2007 by Pat and Dan Grider, owners of The Tavern and SkyBar. The case is scheduled to go to trial Feb. 23 in U.S. District Court in Opelika.

The defendants include Mayor Bill Ham Jr., City Manager **Charles Duggan**, former city manager Douglas Watson and Public Safety Director William James.

Opelika attorney Davis Whittelsey, representing the Griders, said a pretrial session is set for today to discuss issues that might come up in the trial. Whittelsey said the trial would likely focus on police surveillance and citations issued to the SkyBar beginning in 2005. He said the city targeted the business so it could acquire the building on West Magnolia Avenue to turn it into condominiums.

Duggan said Wednesday the two sides had not reached a settlement. "We of course deny any allegation that has been made as part of this case, and we are going to vigorously defend the city and all defendants," he said. **Duggan** said he could not comment further on the pending case.

The Griders are also appealing in Lee County Circuit Court the city's April 2008 decision to deny them status as a new private club. The city has issued such licenses under its updated alcohol ordinance to two existing businesses -- the War Eagle Supper Club and the Elks Lodge.

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McClatchy-Tribune Regional News (USA)
December 14, 2007

Auburn council talks behind closed doors
Author: Amy Weaver

Dec. 14 Members of the Auburn City Council weren't expected to take action on any pending litigation after a special-called meeting Thursday night. City Manager **Charlie Duggan** said the special meeting was called to give the council the opportunity to discuss any of the current lawsuits against the city with the city attorney and staff, including a case being brought by business owners Pat and Dan Grider. Opelika attorney Davis Whittelsey, who represents the Griders, publicly aired his objections to the changes the city has proposed for its alcohol licensing ordinance at the Dec. 4 council meeting. The council did not act on the ordinance at that time, but it can at next Tuesday's meeting. **Duggan** said it is scheduled on the agenda for a second reading. For Thursday night's special-called meeting, the council met in the executive session with the city attorney as required by the state's Open Meetings Act.

If they planned to reconvene in open session and take action on what was discussed behind closed doors, **Duggan** said they would have had to post a separate meeting notice. The special-called meeting was the only council meeting posted for that evening. If they were to come back into open session, the Alabama Open Meetings Act states they would have had to say so before going into executive session and then indicate how long until the meeting would be open again. Mayor Bill Ham, as the presiding officer, made no such indication.

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Knight-Ridder/Tribune Business News
April 7, 2007

AG ruling supports Auburn: Disagrees with News' Open Meetings Act violation complaint
Author: Joe Mcadory

Apr. 7 Management of the Opelika-Auburn News filed a complaint Jan. 26, believing the Auburn City Council violated the state's Open Meetings Act. Alabama Attorney General Troy King, however, has disagreed. King responded Wednesday to the News' complaint that a letter crafted Jan. 23 by Ward 6 councilman Dick Phelan and distributed to some council members through electronic means did not constitute a quorum and was not in violation of the law. "Because no facts exist to show that a quorum was gathered outside of an open meeting, the Open Meetings Act would not apply to the facts set forth in your complaint," King wrote. "Therefore, there have been no facts alleged or discovered to show that a quorum of the council used "electronic communications" to gather or deliberate this issue as a group. Even if the use of a fax machine constitutes the sort of "electronic communications" prohibited by the Open Meetings Act, it appears that less than a quorum of the council members received a copy of the statement via facsimile."

In its complaint with the attorney general's office, the Opelika-Auburn News pointed out state law which prohibits "the use of electronic media and communications to circumvent the goal of an open meeting. The attorney general is splitting hairs between a telephone call and a fax machine," said Dale Harrison, board member on Alabama's Center for Open Government, who lives in Auburn. "This really frustrates me. The attorney general has got to uphold the law now while it is still new. A few more opinions like this and the law will be useless."

Phelan's letter, presented to each council member except Ward 2's Sheila Eckman, decried a call for an attorney general's opinion regarding the duties of Mayor Bill Ham. Some, including Eckman, questioned if Ham's private business involvements conflict with his duties with the city. "When I look at the Open Meetings Act, I always felt what we did was not a gathering of a quorum," Phelan said. "I felt confident that we were on solid ground. I'm pleased to get this in writing. I was never uncomfortable with what we did from the start."

Auburn City Manager **Charlie Duggan** was glad to see the issue resolved. "The city of Auburn has valued compliance with open meeting and open records requirements," he said. "We're pleased that the attorney general agreed that the elected officials of the city had not violated the Open Meetings Act. We pledge to keep government open. We want to make sure we're doing the right thing."

However, Opelika-Auburn News publisher Jim Rainey disagreed with the attorney general's ruling and did not rule out further action. "We don't believe the city council's motives were sinister, but a decision was made outside of the public realm," he said. "We will weigh our options. We believe the citizens of Auburn and the state of Alabama deserve to have business conducted in the public. That clearly was not the case here. The council made a decision without

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public debate. If that doesn't violate the spirit of Alabama's new open meetings law, then this state needs a new law."

King offered a number of reasons for his ruling.

-King noted letter was solely crafted by Phelan with no assistance from other council members.

-King wrote, "Councilman Phelan informed each of the other council members about the statement separately. He informed some of the members in person, and some members were faxed a copy of the statement. The number of members that received a faxed copy did not constitute a quorum of the council."

-Phelan's statements were not discussed before the Jan. 23 council meeting (which discussed the issue of seeking an AG opinion), ensuring that no more than two council members discussed the statement amongst themselves.

-Other than Phelan's letter, no other discussion, action or vote was taken by the council prior to the Jan. 23 meeting.

Harrison fears King's ruling in this case could distort the law for open government. "This is where the attorney general, in my opinion, without looking at specific facts, has failed to recognize that the spirit of the law was clearly violated," he said. "I am deeply disturbed at this decision."

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(Articles are in reverse chronological order)

Knight-Ridder/Tribune Business News
January 27, 2007

Newspaper files formal complaint against city
Author: Amy Weaver

Jan. 27 The Opelika-Auburn News is calling for an investigation into whether or not the Auburn City Council violated the Alabama Open Meetings Act. The newspaper decided to file a complaint and request for investigation with Lee County District Attorney Nick Abbett after its staff learned several council members knew about, discussed and in some cases approved a letter before the letter was presented at Tuesday's council meeting. Councilman Dick Phelan wrote and presented the letter as a "joint statement" from the council members of each of the wards, except Ward 2 represented by Sheila Eckman. The basis of the letter was to denounce a call for an attorney general's opinion on the scope of the duties of Mayor Bill Ham. Abbett received the complaint at 11:30 a.m. Friday and declined to speak to the merits of the complaint. Abbett said the request would be forwarded to the attorney general on Monday and declined to speculate on any timeline.

"It is not our intention to be adversarial or attempt to prove anyone else right or wrong," said Opelika-Auburn News Publisher Jim Rainey. "Alabama has a new open meetings law. We would like that law to be more clearly defined and answer the question to whether or not the council's actions followed the spirit of the law so that they and the public they serve will know what should be expected of them in the future. "It is our belief that all debate and discussion involving the public's business should happen in the light of day. The best government is open government," he said.

Six council members contacted by the Opelika-Auburn News the day after the meeting said Phelan contacted each of them by phone, fax or in person to gain their support for either the concept of the statement or an actual copy of the letter. Eckman said she was not contacted. State law prohibits "the use of electronic media and communications to circumvent the goal of an open meeting." As Phelan's letter states, the group's opinion on a matter previously discussed by the council was developed outside of a public meeting. A copy of the complaint was sent to Auburn City Manager **Charlie Duggan** Friday afternoon. **Duggan** was invited to include a comment in this story, but did not call with comment during normal business hours.

aweaver@oanow.com 737-2534

Letter to Nick Abbett

Jan. 26, 2007

Nick Abbett

District Attorney

Lee County, Alabama

Dear Mr. Abbett,

Please allow this letter to serve as a formal complaint and call for an investigation of what the Opelika-Auburn News believes to be a violation of the Alabama Open Meetings Act.

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During an Auburn City Council meeting on Jan. 23, Councilman Dick Phelan read "a joint statement from the council members representing Wards 1,3,4,5,6,7 and 8 regarding the recent request for an Attorney General's opinion regarding the role of the mayor in government activities." The letter, which is attached to this complaint and was read aloud at the meeting, set out reasons why a quorum of the council members did not want the opinion and were critical of those who had questioned the council and mayor's authority.

The day following the meeting, the newspaper asked six council members if they had previous knowledge of the letter and each outlined a series of contacts, some by phone, some by fax and some in person where they were asked if they approved of either the concept of the statement or approved of an actual copy of the letter. Through doing this, the group met outside a public meeting to formulate a decision. As the second sentence of the statement clearly states, "We do not intend to seek an opinion at this time for a number of reasons."

The new Alabama Open Meetings Act specifically states and prohibits the use of electronic or other means to circumvent the goal of an open meeting. As the letter states, this group formed an opinion on a matter that had been introduced to the council previously, all outside the arena of a public meeting.

The Alabama Open Meetings Act calls for open public meetings for 1) any "exchange of information or ideas among [the] quorum" that is "intended to arrive at or influence a decision" as to how the body members should vote on a specific matter. The matter discussed by the quorum can be an issue before the body at the current meeting or "at a later time." 2) Or, any discussion during a meeting about any issue that members expect to be before the body at some point in time should be conducted openly unless the body can go into executive session. In this case, the group obviously discussed a matter and arrived at a decision, as they said in statements to the paper and is stated clearly in their joint statement.

The very purpose of the Alabama Open Meetings Act is to assure officials that elected by the people will conduct the people's business in an open manner. If a government body can discuss matters privately and form a joint opinion, the process has been circumvented and the law has clearly been violated.

Alabama's new law sets a penalty for violations of the law of \$1,000 or half the violator's compensation for a month, whichever is less. The purpose of this complaint is not to make a government body or elected pay or to be adversarial. The hope is that this will help define the law so that government officials will know that behind-closed-doors politics is not proper and is illegal.

Attached to this complaint is the letter that was presented at the Jan. 23 meeting of the Auburn City Council as well as a newspaper article that chronicles the meetings between a quorum of council members that led to a decision being made outside of a public meeting.

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CHARLES M. DUGGAN

(Articles are in reverse chronological order)

We feel that there is no more important governmental traits than transparency and totally open government. Those brave lawmakers who passed the Alabama Open Meetings Act obviously had those same feelings. But a law that is not enforced serves no purpose.

We appreciate your attention to this matter. Should you need additional information, please don't hesitate to contact me at (334) 740-5815.

Sincerely,
Mitch Sneed
Managing Editor
Opelika-Auburn News

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CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Knight-Ridder/Tribune Business News
January 26, 2007

AU prof: Council strays from open meetings law
Author: Lindsay Field

Jan. 26 An Auburn University press law professor said he feels the manner in which Auburn City Council members were contacted outside council chambers prior to Tuesday's council meeting violated the spirit of Alabama's Open Meetings Act. Dr. Dale Harrison and several of his communications students attended the council meeting. Just after 10:30 p.m., they were all still present when Ward 6 Councilman Dick Phelan read aloud a joint letter on behalf of himself and six other members requesting the council not seek an attorney general opinion clarifying the duties of Mayor Bill Ham. The six council members said Wednesday they were informed individually of Phelan's letter before Tuesday's meeting through means such as phone calls and a fax of the letter. The Open Meetings Act specifically addresses use of electronic media and communications in complying with open public meetings.

Harrison, who said he sent a letter to City Manager **Charlie Duggan** Thursday morning about the matter, said that he thought the memo violated the spirit and letter of the law. "One of the problems that we have here is with the new Sunshine Law," Harrison said of the Open Meetings Act that replaced the Sunshine Laws on Oct. 1, 2005. "It really requires a massive shift of culture in the state of Alabama. Many public officials are too accustomed to operating in a way that is just not going to be consistent with the new law." Harrison said the kinds of violations he is seeing now are ones that he was expecting to a degree. "Folks are not reading into the law. A gathering doesn't have to be a physical gathering of a quorum, so if seven out of eight members of the council deliberate on something, they don't have to be in the same room at the same time," Harrison said. "The law is very clear and it explicitly says that electronic communication cannot be used to circumvent the law."

The university professor, who also served as the board of directors president of Alabama Center for Open Government last year, said that he believes Phelan's reading of the memo on behalf of council members from Wards 1, 3, 4, 5, 6, 7 and 8 is a violation of the electronic communications part of the law. "The culture has not promoted and cultivated openness," Harrison said. "I think that if anything, we should have been a little bit stronger with the law and not left as much room for interpretations." Harrison suggested a clearer definition of serial meetings may help, something Ward 2 Councilwoman Sheila Eckman mentioned during Tuesday's meeting. Eckman has said she did not know about the letter beforehand.

Duggan said Wednesday that the state's open meeting law does not specifically mention "serial meetings." "It's my understanding there was no meeting," **Duggan** said. "I believe that the reference to electronic media and communications is meant to prevent conference calls. That didn't happen here. If this is illegal, that would mean that council members couldn't talk to each other. I don't think that was the intent of the law." **Duggan** said he didn't feel that the group forming a collective opinion through separate calls was a meeting.

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(Articles are in reverse chronological order)

Harrison said. "I think it's important that I say, I don't sense that anyone is out to break the law here. I don't think anyone is trying to break the new law, but that's almost beside the point. Intent is not really what matters here. what matters is how the whole delivery of process is being done in the public eye, regardless the intent." To view Phelan's memo and a letter Eckman read aloud in the council meeting requesting the city seek an attorney general opinion, visit the Opelika-Auburn News online, www.oanow.com.

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CHARLES M. DUGGAN
(Articles are in reverse chronological order)

Knight-Ridder/Tribune Business News
January 23, 2007

Duggan: Council can ask for opinion: City receives request to seek AG's counsel over questions of mayor's role

Author: Lindsay Field

Jan. 23 The City of Auburn will seek an attorney general's opinion concerning Mayor Bill Ham's role on the City Council only if the council adopts a resolution requesting the opinion. During the "citizens communications" portion of the Jan. 9 City Council meeting, Auburn resident Clara Clothiaux asked the council to seek legal counsel about the form of government and Ham's position.

"I've gone through (the state code) and checked with the city attorney," City Manager Charlie Duggan said. "It requires a city council to approve a resolution to request an opinion from the attorney general." Duggan said that anytime he receives allegations of any type that involve either an investigation or require a legal opinion, he asks the person making the allegation to submit in writing the allegation and evidence as to why the person feels this allegation is true. The City Council, with the exception of the mayor, received a letter from Clothiaux Jan. 15, requesting the attorney general give an opinion on the duties of Ham.

Clothiaux is questioning the role the mayor played in the departure of former City Manager David Watkins, in executing a land agreement with Lipscomb Land Company and in duties as a council member. "In order to seek an attorney general's opinion, a resolution from the City Council is needed," Duggan said Monday. "Attorney general opinions are forward thinking. You ask for an opinion about doing something." Clothiaux is requesting an opinion concerning information from the past. "The fact that she's asking about things in the past goes back to what the mayor said (at the Jan. 9 meeting) for her to go to the District Attorney," Duggan said. Duggan said he spoke with Clothiaux for about an hour last week about the request.

"At the time I offered to meet with her and the city attorney to explain the portions of the city code we felt explained the questions she was having but she declined that invitation," Duggan said. "I also invited her to find other attorneys if she didn't want to meet with the city attorney, just so she can have an independent review of her questions, without having to go the level of the attorney general." The City of Auburn works under a council-manager form of government, namely a nine-member council form as authorized by 11-43A-8 of the Code of Alabama. According to Sec. 2-23 of the City of Auburn codes the mayor shall preside at the meetings of the council and shall be recognized as the head of the municipal government for all ceremonial purposes and by the governor for purposes of military law, but shall have no other administrative duties.

Research Compiled by: Chris Lowry
Colin Baenziger & Associates



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 12A
Meeting Date: 10/24/16

TO: Mayor and City Council
FROM: Patricia Roebling, Interim City Manager
Agenda Item: Discussion: City Manager Selection
Submittal Date: 10/17/2016

A handwritten signature in black ink, appearing to be "P. Roebling", is written over the name of the Interim City Manager.

STRATEGIC PLAN LINK: This item relates to our strategic plan with the Port St. Lucie mission, principle 1, Exceptional Municipal Services.

BACKGROUND: N/A

ANALYSIS: Pursuant to the 10/10/16 City Council Meeting, this item is being added to the agenda for discussion.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Draft minutes from the 10/10/16 City Council Meeting
Email & Attachments from Colin Baenziger
Suggested Procedure to Select Your Next City Manager
Ballot to Select the City Manager

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

(Clerk's Note: This item was removed at the request of the Economic Development Council.)

b) DISCUSSION OF DATE SELECTION FOR CITY MANAGER MEET AND GREET AND SELECTION OF A CITY MANAGER, MAYOR ORAVEC & CITY COUNCIL

Mayor Oravec said, "Council, we had a hurricane stop our selection process, so when would you like to continue it? I believe that Mr. Baenziger has said that both this next weekend and the following weekend are available for the candidates. What is your pleasure?" Councilwoman Berger replied, "I can make either happen." Councilwoman Martin responded, "I could make either happen, I think, as well. Let me double-check one thing." Vice Mayor Bartz asked, "Are we still looking at doing it on a Friday?" Mayor Oravec answered in the affirmative and said, "I think they are available both on Friday and Saturday. In selecting the date, do you want to roll it right into the next regularly scheduled meeting? If the next regularly scheduled meeting is the 24th, would you like to do it that preceding Friday?" Councilwoman Martin answered, "I think that's a good idea. It's like we did it the last time, if it is amenable to everyone. This way everything is fresh and we can just go in and . . ." Vice Mayor Bartz inquired, "That would be the 21st, and would actually work better for me." Mayor Oravec said, "I saw Mr. Bowen nodding his head. You're okay with that?" Councilman Bowen replied, "Yes, sir." Mayor Oravec asked, "Councilwoman Berger, you're good with either?" Councilwoman Berger responded in the affirmative. Mayor Oravec said, "It sounds like we are good for the 21st. We would have the round-robin with interviews and the Meet and Greet in the evening, and the Council would make its selection at the meeting of Monday, October 24th. Thank you everyone." Councilwoman Martin commented, "It's like getting it all done in one day."

c) MIDFLORIDA CREDIT UNION CONCEPT DISCUSSION, COUNCILWOMAN MARTIN

Councilwoman Martin said, "Mayor and Council, this is a potential project that would be in my District. I was asked to sponsor this item on the Agenda for a concept discussion, similar to what was done with the Starbucks and land swap issue a few Council meetings back. I believe there will be staff and/or the applicant to make a presentation for discussion on the concept. In addition to development of a credit union, it does involve a public benefit for our citizens, so I thought it would be good for all of us to hear what the idea is." Mayor Oravec said, "Thank you, Councilwoman Martin. I didn't want to steal any of your thunder during the Proclamations, but this is an example of community planning and the application of forethought to action and realizing potential. I applaud you for sponsoring the item. Ms. Tobin, through Ms. Roebling . . . does Ms. Tobin have a presentation or would you like me to invite Mr. Garrett up?" The Interim City Manager

Jasmin Padova

From: Colin Baenziger <Colin@cb-asso.com>
Sent: Monday, October 17, 2016 4:58 PM
To: Jasmin Padova
Cc: Justin Council; Christina Flores
Subject: RE: City Manager Selection Discussion
Attachments: Suggested City Manager Selection Procedure.docx

I think this will do it. Thank you for the reminder.

Best wishes!

Colin
@ Colin Baenziger & Associates
Cell: 561-707-3537

... Visit our website at www.cb-asso.com

From: Jasmin Padova [mailto:JasminP@cityofpsl.com]
Sent: Monday, October 17, 2016 4:28 PM
To: 'Colin Baenziger' <Colin@cb-asso.com>
Subject: City Manager Selection Discussion

Hi,

Patricia Roebing has asked to me to add the above item to the 10/24/16 City Council Meeting agenda.

Do you have any material that you wish to include as back up for the packet?

Please let me know

Thank you

Jasmin Padova
Executive Secretary
City Manager's Office
772-344-4042
jasminp@cityofpsl.com



Suggested Procedure to Select Your Next City Manager

The Council can select the finalists in a number of ways. The following is the procedure we have used over the years and that we recommend.

General

We suggest the Council begin with a straw poll involving completing the attached ballot. Once the votes are tabulated, the preferred candidates will quickly be identified while the others are eliminated. This approach saves the Council time. You do not need to discuss candidates that most of you are not interested in and can focus your discussion on those of most interest. It also saves embarrassment for the candidates who are not highly ranked.

Suggested Procedure

With the ballot, each Council Member selects his/her top two candidates (it can be more or less, but ideally it is two) but does not rank them. You simply put a check mark next to the preferred candidates' names. The consultant reads the ballots aloud and the City Clerk will record the votes so that the process is totally transparent. The votes are then tallied and the results announced. Usually two candidates will have support from a majority of the Council Members. The question then becomes, "Who is the preferred choice among the top two?" The Council can go immediately to a second ballot or discuss the candidates and then vote.

Note: A second vote is necessary because the first ballot does not differentiate between first and second choice. Thus a candidate might have five votes after the first ballot (all of which are second place preferences) while a second candidate might have four Council Members supporting them as the first choice.

Alternatively, with only three candidates, the Council Members may wish to name only their top candidate on a ballot or simply discuss the matter and come to a consensus.

Comment

It should be noted that all the candidates are highly qualified but since each Council Member only has two votes and we have three candidates, it is not unusual for a very strong candidate not to receive any votes.

Port St. Lucie, FL

Ballot to Select the City Manager

October 24, 2016

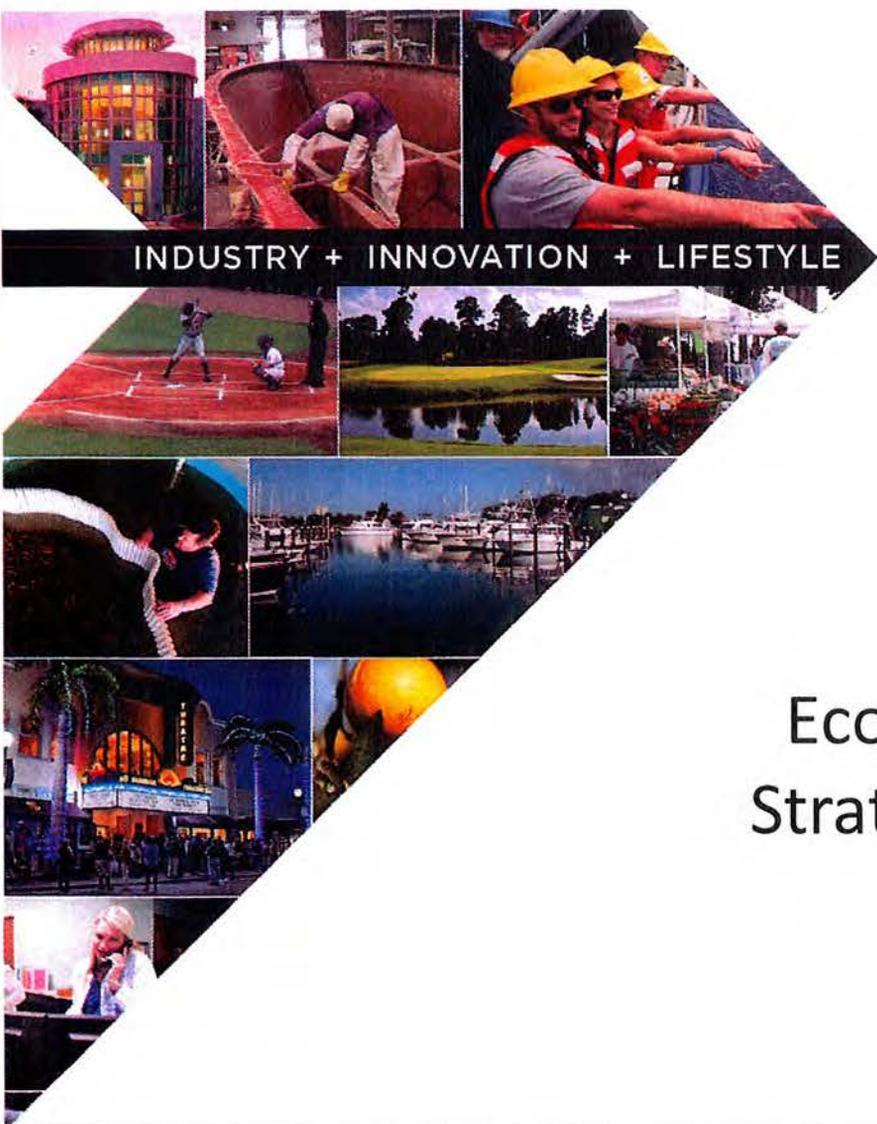
Please place a check mark next to your top choice(s) to become
Port St. Lucie's next City Manager.

	Candidate	Select
1	Russ Blackburn	
2	Charlie Duggan	
3	J.J. Murphy	

Signature: _____

Submitted by (please place a check mark next to your name):

Oravec Bartz Berger Bowen Martin



INDUSTRY + INNOVATION + LIFESTYLE



Moving Forward
Poised for Growth

Economic Development Strategic Plan 2015-2020

Update September 2016



Strategic Plan-at-a-Glance: Going Forward
Summary of Critical Success Factors of the Six Strategic Themes/Goals for 2016-2017.

Strategic Themes, Objectives and Action Steps

1. Develop Product – Land, Buildings and St. Lucie Corridor Initiative

Airport and Port of Ft. Pierce: Develop prospectus for MRO hangar, design aviation industrial park, create port RFP.
Tradition Commerce Park: Implement jobs corridor and package 50-100 acres for jump-start effort for target industry.

Walton Development, Kings Highway and Lulfs Grove: Continued coordination and prospect development.

Industrial and Commercial Properties: Work with investors and developers to create more existing space.

2. Business Image & Branding

Strategic Marketing Initiative: Continue to develop, fund and promote St. Lucie County and Treasure Coast as a viable business location through a comprehensive marketing strategy.

3. Infrastructure

Crosstown Parkway, I-95 Interchange to Treasure Coast International Airport (TCIA): Continued support for infrastructure improvements to revitalize and encourage growth on US 1 corridor and better access to airport and port.

4. Growth Leadership and Business Climate

Skills Gap Study: Complete the survey and implement recommendations in 2017.

St. Lucie Public Schools: Continue collaboration on career/technical education; convene stakeholders for education summit.

Economic Development Performance Metrics: Continue measurement of EDC impact on economy. Validate POLICOM study recommendation of need to create 436 primary jobs to SLC economy annually.

Permitting and Growth: Complete City of Port St. Lucie (PSL), Ft. Pierce and St. Lucie County (SLC) permitting and regulatory process. Issue and execute recommendations.

EDC Fund Development and Staffing: Continue to raise additional \$60k of private sector investment in 2017. Hire VP position for EDC.

5. Business Attraction, Retention & Expansion

Business Outreach Program: Formalize EDC existing industry, small business and entrepreneurship efforts with partners via new VP position.

Treasure Coast Manufacturers' Association (TCMA): Expand regional membership and execute TCMA initial action plan.

Treasure Coast Research Park (TCRP) and Sunshine Kitchen: EDC to assist TCERDA with marketing and prospect development effort for incubator.

Former VGTI Building: Continue outreach to site selectors and life sciences industry to repurpose research facility.

6. Tourism Development

Hotel & Convention Center: Continue site identification and marketing to investors with Tourism Development Council to develop new tourism and resort facilities.

Marketing: Reconvene tourism and sports promotion stakeholders to fine tune destination awareness/marketing efforts.

Key Economic Indicators for St. Lucie County 2010-2016 Job and Income Growth

		Key Economic Indicators						St. Lucie EDC		
		St. Lucie County, FL								
		2010	2011	2012	2013	2014	2015	2016 (YTD)	Change from 2010-2015	Notes
Development	Building Permits (TOTAL)¹	21,174	21,437	22,499	27,302	31,263	35,523	21,005	67.77%	
	Unincorporated County	4,400	4,959	5,937	5,703	6,579	6,773	4,848	53.93%	
	Port Saint Lucie	14,058	13,529	14,390	17,997	20,779	24,430	14,053	73.78%	
	Fort Pierce	2,716	2,949	2,172	3,602	3,905	4,320	2,104	59.06%	
	Commercial COs (TOTAL)¹	139	147	151	134	155	161	76	15.83%	
	Unincorporated County	14	11	17	8	11	12	8	-14.29%	
	Port Saint Lucie	110	115	125	119	131	139	64	26.36%	
	Fort Pierce	15	21	9	7	13	10	4	-33.33%	
	Home Sales²	4,526	4,152	4,815	5,108	5,790	5,602	2,169	23.77%	
	Median Home Sales Price (County-wide) ³	\$99,190	\$95,000	\$100,000	\$120,000	\$133,688	\$156,250	\$173,800	\$75,536	57.53%
Median Home Sales Price (State-wide) ³	\$150,650	\$139,125	\$139,967	\$154,142	\$170,583	\$184,767	\$196,860	\$46,713	22.65%	
Employment/Income	Median Household Income (County-wide) ⁴	\$39,378	\$41,384	\$41,934	\$42,825	\$42,722	N/A		8.49%	<- (2010-2014)
	Median Household Income (State-wide) ⁴	\$44,390	\$44,250	\$45,006	\$46,021	\$47,439	N/A		6.87%	<- (2010-2014)
	Unemployment Rate (County-wide) ⁵	13.8%	12.6%	11.0%	10.0%	8.0%	6.2%	5.3%	-55.07%	
	Unemployment Rate (State-wide) ⁵	11.1%	10.0%	8.5%	7.3%	6.2%	5.4%	4.8%	-51.35%	
	Average Earnings per Worker (nonfarm) (County-wide) ⁶	\$35,547	\$37,427	\$37,773	\$37,815	\$38,282	N/A		7.69%	<- (2010-2014)
	Average Earnings per Worker (nonfarm) (State-wide) ⁶	\$42,895	\$43,672	\$44,580	\$45,143	\$46,228	N/A		7.77%	<- (2010-2014)
Taxes/Revenue	Assessed Value of Property (All types) ⁷	\$20,844,218,115	\$20,051,452,307	\$19,877,292,757	\$20,805,125,785	\$21,344,185,177	\$22,173,162,154	\$23,838,323,667	6.38%	
	Taxable Sales ⁷	\$2,197,724,192	\$2,261,638,432	\$2,386,510,034	\$2,516,809,275	\$2,770,407,518	\$2,976,142,578	\$295,546,057 (Jan 2016)	35.42%	
	Tourism (development tax) ⁸	\$2,039,593	\$2,368,356	\$2,678,874	\$2,590,245	\$3,015,199	\$3,400,825	\$2,494,233	66.74%	
Population	St. Lucie County (TOTAL) ⁹	277,789	279,696	280,355	281,151	282,821	287,749		1.81%	
	Port Saint Lucie ⁹	165,381	167,104	168,935	170,726	174,068	179,413		8.48%	
	Fort Pierce ⁹	42,052	42,393	42,753	43,121	43,650	44,484		5.78%	
	Median age in years (County-wide) ⁹	41.9	42.2	42.5	42.9	43.3	44.8		3.34%	<- (2010-2014)
(October 2016)										

Overview:

St. Lucie County throughout the years has overcome many hurdles. During the recession, the unemployment rate rose to almost 14% in 2010. Currently, the unemployment rate is at 5.1%; on par with the national average, returning to its pre-recession peak. Florida has been ranked the 4th best state overall by the Tax Foundation for its favorable tax climate. Tourism in St. Lucie County is at the highest it's been, with tourism taxes collected at a record 3.4 million dollars in 2015, a 67% increase from 2010. These developmental increases are instrumental key economic indicators because in addition to an increase of Permits Issued and Home Sales, these factors translate into growth within an economy. Value of Property as well as Taxable Sales have seen a sizable increase, creating larger revenues for the County to redistribute to Schools and other public entities. Port St. Lucie ranks 28th for Employment Growth Rates (5.0%) as well as 42nd for Real Average Annual Growth (3.1%) among over 375 U.S. Metro Area Economies by IHS Global Insight.

Definitions:

Commercial Certificate of Occupancy (COs)- document certifying a new building is compliant with building codes

Home Sales - number of houses sold within the calendar year

Median Home Sales Price - 50% of sales were above and 50% of sales were below. Median Sales Price is not sensitive to high sale prices for small numbers of homes that may not be characteristic of the market area

Median Household Income - 50% of households have an income above this value and 50% of households have an income below this value

Unemployment Rate - unemployment rate is calculated by dividing the number of unemployed individuals by the individuals in the labor force currently. Those who have stopped looking for employment after 4 weeks are not included in the calculation

Average Earnings per Worker - total wages earned by workforce divided by the number of individuals in the workforce. Farming industry individuals are not included in this computation

Assessed Value of Property- Value of property as assessed by the municipality, it is based on comparable home sales and inspections

Taxable Sales - total sales of taxable goods for the calendar year

Tourism Tax (Tourist Development Tax) - Florida's current tourism tax is a 5% charge on accommodations for a term of six months or less

Sources:

1- County Commissioners and Cities of Port St. Lucie and Fort Pierce

2- Realtors Association of the Palm Beaches

3- <https://www.bebr.ufl.edu/data/207/county/12111-county-st-lucie>

4- <https://www.bebr.ufl.edu/data/3722/county/12111-county-st-lucie>

5- <https://www.bebr.ufl.edu/data/240/county/12111-county-st-lucie>

6- <http://dar.myflorida.com/dor/property/resources/pdf/cp/66stlucie2015.pdf>

7- <https://www.bebr.ufl.edu/data/342/county/12111-county-st-lucie>

8- <http://www.stlucieco.gov/home/showdocument?id=2192>

9- American Fact Finder

Action Plan for Change

Economic development is no longer seen merely as a real estate marketing effort to entice businesses to relocate to the area. Today, economic development is truly about enhancing the quality of life. It's about increasing incomes and wages, advocating for education, training and workforce readiness, developing infrastructure that will in turn protect and enhance the area's natural resources. Economic development encompasses not only image and positioning, but also business expansion and retention, entrepreneurship; while addressing product development, infrastructure and tourism. The following six strategies or goals address the abovementioned key elements in our local "economy building" efforts.

STRATEGIC THEME ONE: Develop Product

- Treasure Coast Research Park
- St. Lucie Corridor Initiative
- Availability of Land
- Tradition Commerce Park

STRATEGIC THEME TWO: Business Image and Branding

- Business Image and Branding
- Unified Vision
- Countywide Marketing

STRATEGIC THEME THREE: Infrastructure

- Transportation (I-95)
- Port of Fort Pierce
- Airport Connectivity
- Broadband
- Crosstown Parkway

STRATEGIC THEME FOUR: Growth Leadership and Business Climate

- EDC Staffing and Funding
- Regional Partnerships
- Government Coordination/Permitting
- Workforce and Education K-16

STRATEGIC THEME FIVE: Business Retention, Expansion and Attraction

- Agriculture
- Manufacturers Association
- Target Industries
- Business Partnerships

STRATEGIC THEME SIX: Tourism Infrastructure

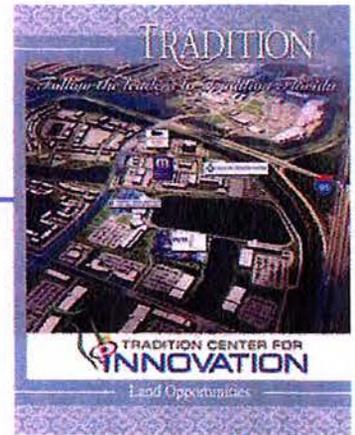
- Hotel Development
- Branding for Tourism
- Convention/Meeting Space
- Coordination with Tourism Development Council

STRATEGIC THEME ONE

Develop Product – Land and Buildings

Objective 3: Encourage development of Class “A” office and business parks near I-95

Objective 4: Explore creation of business incubator for target industries and manufacturing



Actions	Outcomes	Next Steps
Objective 3		
Create options that will expedite infrastructure for office and business park investment	Kings Highway improvements Walton property	
Develop ways that the county and cities can partner with developers to creatively structure financing or infrastructure needs and reduce impacts of regulatory demands	Walton properties site plan and annexation City of Ft Pierce including FPUA	
Work with developer of Tradition Center for Innovation to prepare to market and promote the business park	EDC working with Tradition on completion of marketing materials. Including PSL, SLC, incentive package	<ul style="list-style-type: none"> • Continue work on jump starting commerce park designating 50-100 acres for target industries
Objective 4		
Support Treasure Coast Education, Research and Development Authority (TCERDA) and other interested parties with the Economic Development Administration (EDA) grant and demand study for the incubator	EDC assisted on Food Production Industry Study for Sunshine Kitchen. TCERDA & EDC completed initial food processing prospect development plan	<ul style="list-style-type: none"> • Support design and build phase of Sunshine Kitchen. • Identify prospects for facility

STRATEGIC THEME TWO

Position the County Image, Climate and Brand for Economic Development

Objective 1: Promote the business identity of the county

Objective 2: Work with the Tourism Development Council (TDC) and Treasure Coast Sports Commission (TCSC) on business marketing

Industry + Innovation + Lifestyle



Actions	Outcomes	Next Steps
Objective 1 – Business Identity		
Establish a unified cohesive marketing campaign to promote the county including print, video clips, social media options, etc.	Completed: New website, print materials, trade show exhibit, video series, Facebook page, annual report and e-newsletter	
Create a brand for the county; market locally and nationally	Industry. Innovation. Lifestyle.	
Work with regional ED partners to establish a regional brand to market	In 2016, FRCEDC engaged in 3 site consultant visits to Dallas, Chicago and Atlanta	
Emphasize strategic regional location, the City of PSL is the 8 th largest city in Florida	See above	
Promote unique assets (i.e. PGA, Tradition Field, Club Med, etc.)	See above	
Expand marketing to include the ICSC trade shows and other options for realtors, EDC	EDC and PSL went to ICSC in 2015, 2016.	
Organize community asset tours for commercial and industrial brokers from south Florida		<ul style="list-style-type: none"> • Scheduled for 2017
Host a site selection event with FRCEDC to bring national site consultants to the county (PGA, baseball, fishing tournament)	Hosted site selection event with EFI/Grapefruit League 03/2016	
Objective 2 – Tourism & Sports		
Jointly develop a plan to promote business and tourism		<ul style="list-style-type: none"> • Convene stakeholders in late 2016



STRATEGIC THEME FOUR

Position the county for economic development – business climate

Objective 1: Promote available sites and buildings

Objective 2: Organize collaborative teams to achieve EDC goals

Objective 3: Explore workforce readiness and education improvements

Must have collective partnerships and expertise to advance our goals

Actions	Outcomes	Next Steps
Objective 1		
(These action items have been moved to Goal 1)		
Objective 2		
Develop economic development performance metrics	Commissioned Economic Goal Setting Study by POLICOM in 02/2016.	<ul style="list-style-type: none"> SLC economy must create 300-400 primary jobs yearly to improve AEPW over 20 years
Objective 3		
Work with CareerSource Research Coast to conduct a skills gap analysis to identify workforce deficiencies for high-skill/high-wage jobs	EDC will commission skills gap study in mfr., health care and skilled trades. Gehant and Assoc.	<ul style="list-style-type: none"> Complete study and convene stakeholders to implement recommendations
Support STEM (Science, Technology, Engineering, Math) careers by working with St Lucie Public Schools and Indian River State College	Scheduled for 2017 after completed skills gaps study	<ul style="list-style-type: none"> Educational summit and planning session with Mr. Gent to be arranged first quarter 2017
Work with school district, CSRC and IRSC to develop workforce training programs to meet all industry needs including target industries		
Create a marketing plan to promote workforce readiness, education and training		
Work with the school superintendent on perceived improvements needed to the K-12 delivery system		

STRATEGIC THEME FOUR

Growth Leadership & Business Climate

Objective 6: Evaluate EDC staffing and funding

Regional Partnerships,
Workforce & Education



Actions	Outcomes	Next Steps
Objective 6 (cont'd)		
EDC Staffing & Funding	Increased private revenue by > \$106k toward county's \$50k challenge grant	<ul style="list-style-type: none"> • Continue fund development to grow staff
Regional Partnerships	Improved local/regional partnerships	<ul style="list-style-type: none"> • Continue to work with partners
Government Coordination/Permitting	Taskforce began meeting APR 2016 to streamline processes	<ul style="list-style-type: none"> • Working toward recommendations for multi municipalities
Workforce & Education (K-16)	Taskforce began in NOV 2015 to identify skills gap and hired consultant, Gehant & Associates.	<ul style="list-style-type: none"> • Determine strategy for K-12 and career/technical training, complete and execute recommendations of skills gap study

STRATEGIC THEME FIVE:

Develop Business Retention, Expansion & Attraction Countywide

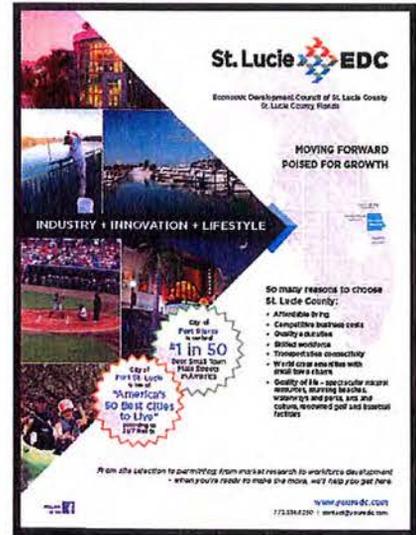
Objective 3: Conduct due diligence review on projects receiving incentives

Objective 4: Form business partnerships with the agricultural industry



Actions	Outcomes	Next Steps
Objective 3		
Contract with a firm to conduct economic impact analysis on projects receiving incentives	Agreement signed with Impact Date Source economic impact analysis software and template	<ul style="list-style-type: none"> • Conduct staff training
Form a Financial Review Committee (FRC) and develop protocol to review projects prior to rewarding incentives	Initial protocol developed for FRC and committee members	<ul style="list-style-type: none"> • Conduct initial meeting and review guidelines
Objective 4		
Collaborate with UF/IFAS and USDA at Treasure Coast Research Park to identify alternative agricultural options (i.e. bio fuels, nutraceuticals, essences, food processing, etc.)	EDC is participating with TCERDA's Farm-to-Fly project (jet bio fuel) Also Sunshine Kitchen and food processing prospect development	<ul style="list-style-type: none"> • Solicit EDC investors to serve on TCERDA Board • Continue to work on marketing strategy for Sunshine Kitchen and other prospect development.





For more information or to get involved, please contact:

Peter J. Tesch, President
Economic Development Council of St. Lucie
County, Inc.

T: (772) 336-6254
C: (772) 812-0623
ptesch@YourEDC.com

www.YourEDC.com

INDUSTRY + INNOVATION + LIFESTYLE





Letter of Agreement: St Lucie County Business Outreach Program

Overview:

The Economic Development Council of St. Lucie County, Inc. (EDC) is a private, non-for-profit corporation dedicated to the promotion of economic vitality in our community. Working in concert with local governments and its business partners, the Florida Small Business Development Center at Indian River State College (SBDC) and CareerSource Research Coast (CSRC), the EDC's mission is to attract, expand and retain businesses that create higher-paying jobs, broaden the tax base and improve our economic quality of life.

The SBDC plays a vital role in our local economic development efforts by assisting entrepreneurs and small business owners in every stage of the business cycle. Working with these growing businesses, SBDC provides professional expertise, tools and information necessary to make sound business decisions and compete in an increasingly challenging marketplace.

CSRC supports the EDC in fulfilling its economic development mission by being a key partner in the region's talent supply system and providing assistance to its employers.

Recognizing that the retention and expansion of existing local businesses is at the heart of a successful economic development effort, this agreement between these partners is to provide a targeted outreach and visitation program by proactively providing successful business services to assist in the growth and development of small and medium-sized companies in St. Lucie County.

Program Objective:

To effectively accomplish this initiative, it is critical to create a business outreach program to engage executives of the targeted companies in the St. Lucie County area and will be jointly supported by the SBDC, EDC and CSRC.

Target companies include:

- Major employers in St. Lucie County.
- Growth companies providing opportunities for significant economic growth in St. Lucie County which include but not limited to the following: agriculture, distribution, manufacturing, health care, professional and business services, hospitality and tourism.

As a part of AGREEMENT SBDC agrees to the following:

1. Will designate a key management team member to coordinate and align resources with the EDC. The team member will serve as the primary contact point for coordination of the program. (Provide SBDC team member at EDC offices)
2. Work with EDC in the scheduling and implementation of the business outreach program. EDC will provide opportunities to promote the program at SBDC activities and member communications.
3. Agree to assist with information completion and maintenance of the program content and resources at Florida Virtual Entrepreneurship Center (FLVEC).
4. Survey guide for support of client visitation team.
5. Create a visit interview guide for use in the client visitation.
6. Create an on-line survey tool to record client visitation data recording for data aggregation and analysis.
7. Create a survey instrument for discussion.
8. Use survey tool like Survey Monkey for data recording, aggregation and analysis.
9. Team member will enter data from survey into survey instrument for data aggregation and analysis.

Expert Shutters is a locally owned family manufacturing business that has been opera...

10 Years Net Benefit for St. Lucie County

Net Benefits*

Net Benefits*	\$123,882
Present Value	\$93,868
Sales Tax	\$0
Real Property Taxes*	\$98,362
FF&E Property Taxes	\$0
New Residential Property Taxes	\$3,700
Building Permits and Fees	\$27,800
Utility Revenue	\$15,393
Utility Franchise Fees	\$3,800
Miscellaneous Taxes and User Fees	\$66,580
Communications Services Taxes	\$864
State Shared Revenue	\$6,258
Benefits Subtotal	\$222,758
Costs	(\$20,552)
Net Benefits	(\$78,324)
Costs Subtotal	(\$98,875)
*Value of Property Tax Abatement	\$57,529

EDC of St. Lucie County
772-336-6254
500 NW California
Boulevard
Building F, Suite 109
Port St. Lucie, Florida,
34986

Job Creation
15.1 Total
10.0 Direct
5.1 Spin-off

Salaries
\$16 Average
\$17 Direct
\$14 Spin-off

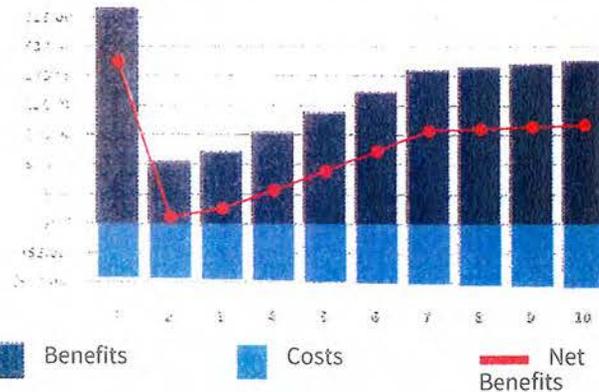
Capital Invest.
\$1,575,850
Buildings + FF&E

Residential Dev.
0.4 Homes
3.8 Relocations

10 Years Net Benefits

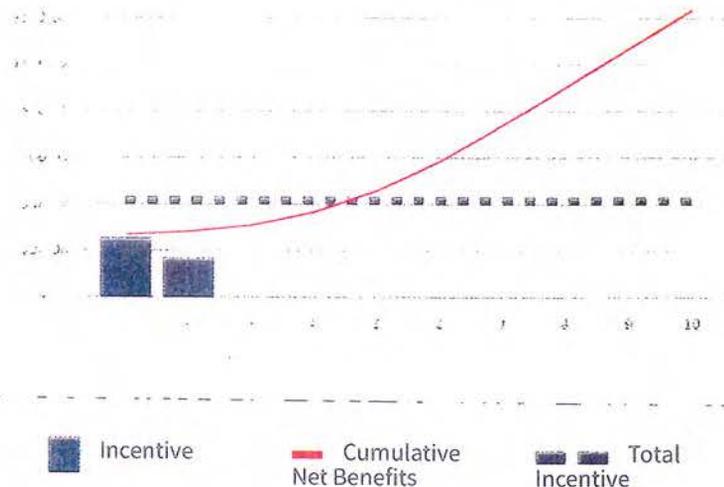
County	\$123,882
City	\$69,707
School District	\$158,634
IMPACT Dashboard	124,671
	478,894

Expert Shutters



Incentives Analysis

\$41,572 **\$4,157** **Rate of Return 29.8%** **4.5 Yrs**





October 19, 2016

EXECUTIVE COMMITTEE

Edwin R. Massey, PhD, Chairman
Indian River State College

Wes McCurry, Chair-elect
Tradition Land Company

Christopher E. Fogal, CPA, PA, Treasurer
Proctor, Crook, Crowder & Fogal

Richard A. Houghten, PhD
Torrey Pines Institute for Molecular Studies

Rob Lord
Martin Health System

Greg Lowe
Lawnwood Regional Medical Center
& Heart Institute

Peter Tesch
Economic Development Council

Tom Wilkinson
Seacoast Bank

BOARD OF DIRECTORS

Mike Adams, Adams Ranch

Terissa Aronson, SLC Chamber of Commerce

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Bob Brunjes, Treasure Coast Newspapers

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Linda Cox, City of Fort Pierce

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Richard Stetson, CareerSource Research Coast

Staci Storms, Realtors of St. Lucie County

Jimmy Terry, PGA Golf Club

Howard Tipton, St. Lucie County

Joel C. Zwemer, esq., Dean Mead

Ms. Patricia Roebing
Interim City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Re: **Request for EDC Continued Investment of \$80,000 for FY 2016-17**

Dear Ms. Roebing:

On behalf of the St. Lucie EDC, thank you very much for the opportunity to submit this funding request and information packet to you. Please find enclosed several documents pertaining to the financial, administrative and operational aspects of the organization.

As you may know, we want to further strengthen our working relationship with the City of Port St. Lucie along with our other governmental, educational, business and community partners. Our goal is to transform the EDC into a more effective, creditable and impactful business organization while making economic growth and job creation a high priority.

The EDC's mission is to help grow and diversify our economy. Our recent successes have been realized through this private/public partnership, which has also been instrumental in creating, funding and executing an economic development strategic plan. Each of our partners plays a critical role in implementing and supporting our economic development strategy, whether it is: ensuring government permitting and regulatory processes are streamlined; appropriate land, buildings and infrastructure are in place; or qualified, skilled workers are readily available for employers. We are very pleased that the EDC's and the City's economic development initiatives are now closely intertwined.

Some of this year's highlights include:

Job Creation: We have solid, measurable results to share in the expansion of businesses in Port St. Lucie including, Expert Shutter Systems (15 jobs), Teleperformance USA (300 jobs) and McKesson (140 jobs). Through the efforts of our partners, new high value jobs, increased capital investment and growth of the tax base have occurred.

Prospect Development: The EDC is currently working with 16 new business recruitment and 6 existing business expansion projects as of this date. We anticipate making an announcement of a new back office operation creating 300 jobs coming to the City in the next few weeks.

Treasure Coast Manufacturers Association: The TCMA was created to manage a regional manufacturers' trade association, advocating public policy and focusing on mutual areas of concern pertaining to the industry. There are currently 18 members.

Skills Gap Study: The EDC selected Gehant and Associates of St. Petersburg, FL, to analyze and conduct a regional labor demand and skills gap study of the Treasure Coast region in the following sectors: manufacturing, health care and skilled trades. The purpose of the study is to quantify the issues local companies have recruiting qualified staff to fill open positions.



Economic Development Council of St. Lucie County

772.336.6250 ♦ www.youredc.com

500 NW California Blvd. ♦ Bldg. S, Suite 103 ♦ Port St. Lucie, FL 34986

(Located at Indian River State College)



Growth Development Team: In a joint effort with the St. Lucie County Chamber, Treasure Coast Builders Association and the EDC, this group was organized to discuss current processes involving permitting and regulatory procedures. It will make recommendations at the end of 2016 to improve and streamline current practices for new and expanding businesses in the City of Port St. Lucie.

Economic Research: The EDC commissioned an Economic Development Goal Setting Study by Policom Corp. in March 2016 as well as a Health Care and Back Office Operations Industry Outlook by MS&B Consulting.

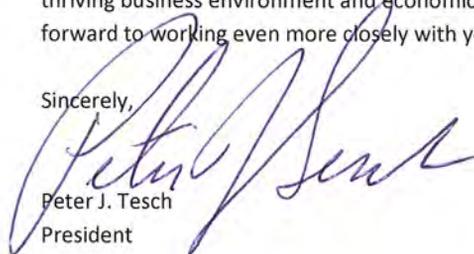
Marketing and Branding: EDC website, St. Lucie Demographic Profile, six promotional video clips featuring Port St. Lucie, the life sciences/health care industry and the former VGTI facility were either upgraded or produced.

Existing Industry Outreach: EDC plans to hire a business expansion professional to oversee its business outreach and visitation efforts to local small and medium businesses.

Increased Funding for EDC: To help implement our strategic plan and to expand EDC's presence in the community, the EDC hired Staci Storms with a primary role in fund development and investor retention. Staci assisted the EDC in securing \$106,000 in additional funding which will be used to match St. Lucie County's \$50,000 challenge grant.

We want to say thank you to the City of Port St. Lucie for your commitment to and investment in the EDC. Your continuous involvement and collaboration have certainly enabled us to help create a thriving business environment and economic prosperity for our residents here in St. Lucie. We look forward to working even more closely with you!

Sincerely,



Peter J. Tesch
President

CC: Ed Massey, EDC Chair

Attachments



Economic Development Council of St. Lucie County

772.336.6250 ♦ www.youredc.com

500 NW California Blvd. ♦ Bldg. S, Suite 103 ♦ Port St. Lucie, FL 34986

(Located at Indian River State College)



Activities Report – FY 15-16, 4th Quarter (Jul-Aug-Sep)

BUSINESS RECRUITMENT

Indian River Biodiesel –The company leased an existing facility at the port (40 new jobs, \$20/hr avg wage, \$2.5M cap inv). A meeting was held 1/7 with the city’s ED team to discuss the project. Meetings were held 3/16 with the city commission and county DRC. A conference call was held 3/30 with an EFI rep to discuss the state’s road fund. Meetings were held with the county commissioners in early April. The BOCC approved a Letter of Intent for the project on 5/17. EDC & company met with IRSC rep 6/15 to discuss ways in which the college can help with training. Plant tours with city commissioners were held on 9/23. The county is drafting up the necessary paperwork to support the Letter of Intent for company signature. *Project Ongoing*

Project Rock – EDC, Ft. Pierce city officials & county officials met with a So.Florida concrete manufacturer 4/14 to discuss a possible relocation. The company is looking at the old Cargill property in Fort Pierce. Company estimates 125 to 150 jobs, needs approx. 50 acres. Company rep is in negotiation to buy the property and a successful signed contract has been accepted by all parties. A meeting with city staff was held on 7/29 to review draft site plan submittal; a city preapp meeting was held on 8/3. The company submitted their site plan for review on 9/1 and is scheduled to be reviewed by the P&Z board on 10/11. *Project Ongoing*

Project Nozzle – A So.Florida manufacturer would like to relocate in order to expand. Company expects to hire 70 add’l employees at \$20/hr avg wage, \$12M in cap inv. EDC submitted several possible locations & company is focused on land in Tradition. Several meetings have been held with Tradition reps & city officials. *Project Ongoing*

Project SLC - An EDC member asked EDC to help facilitate a meeting between his client & the county to discuss his client’s potential relocation of his parts distribution company. A meeting was held on 4/15 with county planning officials to discuss the location/building & any issues. The client successfully purchased the property and has moved its operations in. *Project Complete*

Project Arrow – A Martin County medical operations back office is seeking to lease the former property where McKesson was located at US 1 and Prima Vista. The company is adding 150 jobs to their existing workforce with an average wage of \$19.70/hr. The EDC coordinated efforts to meet with county staff to review the company’s plans. A major issue for the company was internet availability and the EDC coordinated several meetings with Comcast to review the situation. Company plans to move into new space by Oct. 1. *Project Ongoing*

Project Smoke – A Martin County back office is looking to lease the former Teleperformance space in St. Lucie West. The EDC coordinated efforts to meet with county and Mets officials to discuss parking lease. A draft lease is being prepared by the county in conjunction with the Mets. *Project Ongoing*

Project Tattoo – South Florida boat manufacturer is seeking 18-30K sf of existing industrial space to expand their operations. Capital investment and employment levels are still undetermined. *Project Ongoing*

Project Shear – On 9/22 international company visited SLC to look at site for a 250K sf food processing, distribution and logistics facility featuring a line of nutritional supplement beverages. *Project Ongoing*

Project Napa – Florida and Virginia-based mosquito banded vaccine companies are exploring the purchase of the former VGTI facility and would initially employ 50-60 scientists and technicians. *Project Ongoing*

Project REIT – Orlando-based development firm is looking at TC Research Park and surrounding properties to develop R&D/office/flex manufacturing complex for international clients as well as service/retail businesses. *Project Ongoing*

Project Tissue – Biotechnology firm with operations in California and Miami is considering the former VGTI building to accommodate expansion of Florida operations. Site tour scheduled for 7/25. *Project Ongoing*

Project Glades – New Jersey-based private label cosmetic manufacturer is searching for 20-30K sf industrial buildings to expand operations in SLC. Would initially employ 10 and up to 50 in 24 months. Visit occurred on 10/04. *Project Ongoing*

Project Hang 10 – A South Florida developer has contracted to buy 100 acres off Orange Ave and Kings Hwy to develop a surfing park and resort. The EDC coordinated a meeting with county staff on 8/24. The county sent a letter to the developer asking for further information on 9/1. *Project Ongoing*

Project Santana – EDC received a project referral from Enterprise Florida regarding a aerospace manufacturing facility. The EDC met with county staff on 9/1 and 9/8 to discuss a joint submittal. A final submittal was forwarded to EFI on 9/14. *Project Ongoing*

Project Fernanda – EDC received a project referral from Enterprise Florida for a manufacturing facility. A site tour of possible locations was conducted on 9/22. *Project Ongoing*

Project Beachball – The EDC is working with a national broker and local landowner to site a water bottling facility in Fort Pierce. A conference call with broker and company reps was held on 9/26. A followup meeting with city, county, fire district and FPUA staff will be held on 10/4. *Project Ongoing*

The EDC hosts monthly investor meetings with updates on recruitment activities, speakers that offer insight to market conditions, scientific and technology discoveries, healthcare, growth projections and performances by our cities and county. An additional member networking opportunity, "Coffee Talk," is a roundtable discussion with elected officials, city managers, county administrator, economists, and local business leaders with topics impacting our businesses.

The EDC is actively involved with the research park by attending *TCERDA* bi-monthly meetings and participating in *TCERDA* events. In addition, the EDC participates in the monthly *Business Alliance for Prosperity*, *Treasure Coast Council of Local Governments* and *Treasure Coast League of Cities* to keep them updated on EDC activities. The EDC is a partner in the regional *Florida's Research Coast Economic Development Coalition (FRCEDC)* and participates in monthly meetings and marketing activities. The EDC communicates regularly with southeastern regional site selectors by providing information on the county and outlining details of the county's recent economic development accomplishments.

ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC
FINANCIAL STATEMENTS
December 31, 2015 and 2014

CONTENTS

	<u>PAGE</u>
Independent Auditors' Report	1-2
Statements of Assets, Liabilities and Net Assets	3
Statements of Support and Revenue, Expenses and Changes in Net Assets	4
Statements of Changes in Cash	5
Notes to Financial Statements	6-10

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of EDC as of December 31, 2015 and 2014, and the changes in its support, revenue, and expenses and its cash flows for the years then ended in accordance with the modified cash basis of accounting as described in Note A.

Basis of Accounting

We draw attention to Note A of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley, & Barnes, P.A.
Certified Public Accountants
Ft. Pierce, Florida
February 11, 2016

ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC.
STATEMENTS OF SUPPORT AND REVENUE, EXPENSES AND CHANGES IN NET ASSETS-
MODIFIED CASH BASIS
For the Years Ended December 31, 2015 and 2014

	2015	2014
SUPPORT AND REVENUE		
Grants and Local Government Support	\$ 260,000	\$ 208,100
Member Dues	273,643	260,791
Sponsors	13,500	29,150
Events	80,773	24,389
TOTAL SUPPORT AND REVENUE	627,916	522,430
OPERATING EXPENSES		
Administrative Fees	2,271	3,379
Advertising	-	2,750
Audit	6,250	6,500
Auto	9,463	9,664
Bank Service Charge	1,818	1,974
Business Attraction & Retention	34,798	30,763
Communications & Marketing	40,964	14,865
Contract Labor	-	9,336
Dues and Subscriptions	7,006	3,347
Equipment Rental & Repairs & Maintenance	3,121	3,002
Insurance	37,411	43,086
Legal and Professional	1,950	7,005
Meeting Expenses	107,281	50,963
Miscellaneous	300	386
Office Expenses	14,443	15,047
Payroll Taxes	19,317	20,691
Pension	6,850	901
Postage and Delivery	596	727
Rent	19,649	19,649
Salaries	239,598	248,814
Seminars	150	398
Taxes	92	314
Telephone	2,204	2,496
Travel	11,469	10,510
TOTAL OPERATING EXPENSES	567,001	506,568
OPERATING INCOME	60,915	15,861
OTHER INCOME (DEDUCTIONS)		
Pension Over-accrual	-	7,729
Loss on Disposal of Assets	-	(1,828)
Amortization	(4,174)	-
Depreciation	(1,812)	(4,646)
	(5,986)	1,255
CHANGE IN NET ASSETS	54,929	17,116
NET ASSETS		
Beginning of Year	187,236	170,120
End of Year	\$ 242,165	\$ 187,236

The accompanying notes are an integral part of these financial statements.

ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC
NOTES TO FINANCIAL STATEMENTS
December 31, 2015 and 2014

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Economic Development Council of St. Lucie County, Inc. (EDC) was formed in July, 2000 under the provisions of Chapter 617, Florida Statutes. The purpose of EDC, as stated in their Articles of Incorporation, is to promote and foster economic development in St Lucie County, Florida.

Basis of Accounting

EDC uses the modified cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. Under the modified cash basis of accounting, certain revenues and the related assets are recognized when received rather than when earned and certain expenses are recognized when paid rather than when the obligations are incurred, except for the following: property and equipment are capitalized and depreciated over its useful life, and long-term borrowing is recorded as a liability. Consequently, EDC has not recognized receivables from grants and members, accounts payable to vendors, and their related effects on the change in net assets in the accompanying financial statements. The EDC is not considered a voluntary health and welfare organization and accordingly, a statement of functional expenses is not presented.

Support and Revenue

EDC receives its support from local government grants and private member dues. Revenue is recognized when grant funds and member dues are received. Revenue received is recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence and or nature of any donor restrictions. As of December 31, 2015, EDC did not hold any support or revenue with donor imposed restrictions that would result in temporarily or permanently restricted net assets.

Cash and Cash Equivalents

Cash and cash equivalents include demand deposits, money market sweep accounts, and petty cash.

Property, Equipment and Depreciation

Property and equipment are recorded at cost or fair market value on date of gift in the case of donated property. Such donations are reported as unrestricted support unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and

ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC
NOTES TO FINANCIAL STATEMENTS
December 31, 2015 and 2014

NOTE C – EQUIPMENT LEASE COMMITMENT

EDC leases its copy machine under an operating lease which began in April 2014 and will expire in March 2017. The lease expense, including taxes and fees, for the year ended December 31, 2015 was \$3,121 and \$3,002 for the year ended December 31, 2014. Minimum future lease payments are as follows:

2016	\$ 2,549
2017	<u>637</u>
	<u>\$ 3,186</u>

NOTE D – LEASE COMMITMENT OF OFFICE SPACE

In November 2012, EDC entered into a lease with Indian River State College to rent office space in their STEM Building. The initial lease term commenced on November 1, 2012 and terminated on October 31, 2015. EDC has the option of two, one year renewals following the end of the original contract. EDC exercised the first, one year renewal option, extending the termination date to October 31, 2016. The lease expense for the year ended December 31, 2015 and December 31, 2014 were \$19,649 and \$19,649, respectively. Minimum future lease payments over the next year are as follows:

2016	<u>\$ 15,375</u>
	<u>\$ 15,375</u>

NOTE E- BOARD OF ADVISOR LEVEL MEMBERSHIP

In October 2006, the Board of Directors approved the awarding of a \$20,000 Board of Advisor Level membership to the Torrey Pines Institute of Molecular Studies for ten years. The membership was effective October 2006 and expires in October 2016. The membership is not recorded in the financial statements under the modified cash basis of accounting.

NOTE F – DEPENDENCY ON GOVERNMENTAL AND LOCAL SUPPORT

EDC receives a substantial amount of support from local governmental agencies and local business owners. A reduction in the level of future support from the local governmental agencies or local business owners could have a substantial effect on EDC’s operations. For the period of October 1, 2015 through September 30, 2016, St. Lucie County has granted \$200,000 to the EDC. The County shall grant an additional \$50,000 if the EDC receives \$50,000 from other donors on or before September 1, 2016. The \$50,000 in other donations shall be over and above the 2016 annual private fund raising goal set by the EDC Executive Committee.

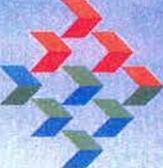
ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY, INC
NOTES TO FINANCIAL STATEMENTS
 December 31, 2015 and 2014

NOTE J – FUNCTIONAL EXPENSES (CONTINUED)

	<u>2015</u>	<u>%</u>	<u>2014</u>	<u>%</u>
Program Expenses	525,384	93%	461,321	91%
Management and General Expenses	41,618	7%	45,248	9%
	<u>\$ 567,001</u>	<u>100%</u>	<u>\$ 506,568</u>	<u>100%</u>



EDC 2017 Proposed Budget		
Income		
Private Sector Investment	<i>existing/continuing private companies</i>	\$255,000.00
NEW Private Sector Investment	<i>New companies, upgrades</i>	\$60,000.00
Public Grants	<i>SLC 200k, PSL 80k, FtP 25k</i>	\$305,000.00
Public Matching Grant	<i>St Lucie County contract</i>	\$50,000.00
Events - Tickets	<i>member luncheons, etc.</i>	\$7,040.00
Meeting Sponsors	<i>member luncheons</i>	\$11,000.00
2016 Leadership Dinner Tickets		\$18,600.00
2016 Leadership Dinner Sponsors		\$30,000.00
2016 LOTL Golf Tourney Tickets		\$6,000.00
2016 LOTL Golf Tourney Sponsors		\$41,650.00
Total Income		\$784,290.00
Expense		
Salaries		\$319,795.00
Payroll Expenses (Taxes)		\$25,584.00
401(k) contributions		\$14,144.00
Tangible property taxes		\$100.00
Auto Expense		\$15,420.00
Business Attraction & Retention	<i>tradeshows, site selectors, nat'l databases</i>	\$91,500.00
Communications & Marketing	<i>collaterals, videos, PR</i>	\$30,000.00
Telephone		\$3,350.00
Insurance	<i>General liability, D&O, Erisa</i>	\$6,200.00
Health Insurance Expense	<i>employee health and dental (vision)</i>	\$36,512.00
Equip Rent/Repairs/Maint		\$3,000.00
Legal & Accounting		\$10,000.00
Office Expense		\$6,000.00
Office Expense - Web Support	<i>IT support, RE mapping, website support</i>	\$10,000.00
Professional Fees	<i>Biweekly payroll fee</i>	\$2,418.00
Postage & Delivery		\$1,000.00
Travel & Entertainment		\$16,000.00
Bank Service Charges	<i>Merchant fees, paypal</i>	\$2,500.00
Dues & Subscriptions		\$4,010.00
Licenses, Permits & Fees		\$260.00
Meeting Expenses	<i>catering for all meetings</i>	\$25,000.00
2016 Leadership Dinner	<i>catering, speaker, venue</i>	\$42,000.00
2016 LOTL Golf Tourney	<i>catering, speaker, venue</i>	\$27,650.00
Rent	<i>IRSC monthly rent</i>	\$19,650.00
Miscellaneous		\$5,000.00
Operating Reserve	<i>working towards 90-day reserve</i>	\$40,000.00
Total Expense		757,093.00
Net Income (loss)		27,197.00
<i>Budget is contingent upon final approval by EDC Board in December 2016</i>		

St. Lucie  EDC

HEALTHCARE AND LIFE SCIENCES IN ST. LUCIE COUNTY, FLORIDA



INDUSTRY + INNOVATION + LIFESTYLE

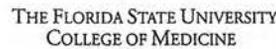
Life Sciences Education

Your company will have direct access to universities providing workforce education and training.

Indian River State College offers 150 programs leading to Bachelor's Degrees, Associate Degrees, Technical Certificates and Applied Technology Diplomas. The institution has earned recognition for excellence in education both statewide and nationally and promotes initiatives such as STEM-related education, entrepreneurship, corporate training and free business assistance. Students in the Bachelor's Degree in Biology program intern at life science institutes providing laboratory support services and a pool of trained technicians.

In addition, the STEM Center offers opportunities for collaboration with seven fully-equipped laboratories.

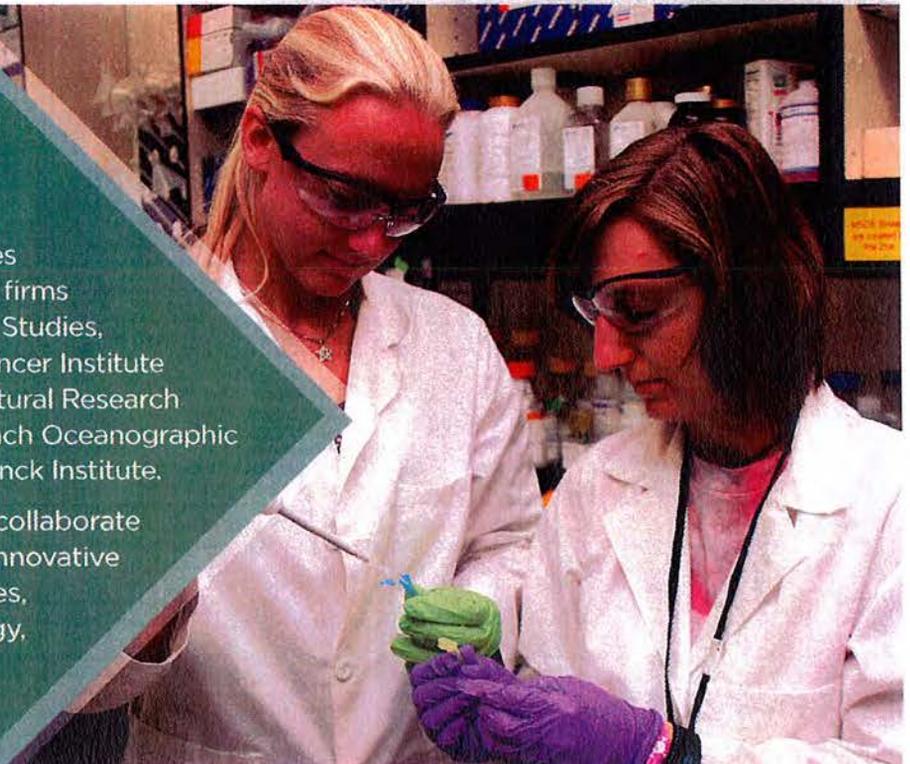
St. Lucie Public Schools offers Advanced Placement courses and curriculum in Allied Health, Biomedical Science and Industrial Biotechnology through the Career and Technical Education program.



St. Lucie County & Florida Life Sciences Industry

The region is home to a variety of life sciences companies, research institutions and biotech firms including Torrey Pines Institute for Molecular Studies, recently selected as a Center for National Cancer Institute NExT Program, USDA Agricultural & Horticultural Research Lab, Florida Atlantic University's Harbor Branch Oceanographic Institute, Scripps Research, and the Maxx Planck Institute.

Research institutes within a two-hour drive collaborate and partner with a community of over 100 innovative companies in fields including medical devices, pharmaceuticals, therapeutics, biotechnology, and medical IT.



City of Port St. Lucie Quality of Life

Port St. Lucie, the 8th largest city in Florida, is an affordable low-density, low crime community with small town charm and all the amenities of a large city with an assortment of recreational activities including golf, baseball, beaches, a walk along the river and festivals.



One of
**“America’s
50 Best Cities
to Live”**

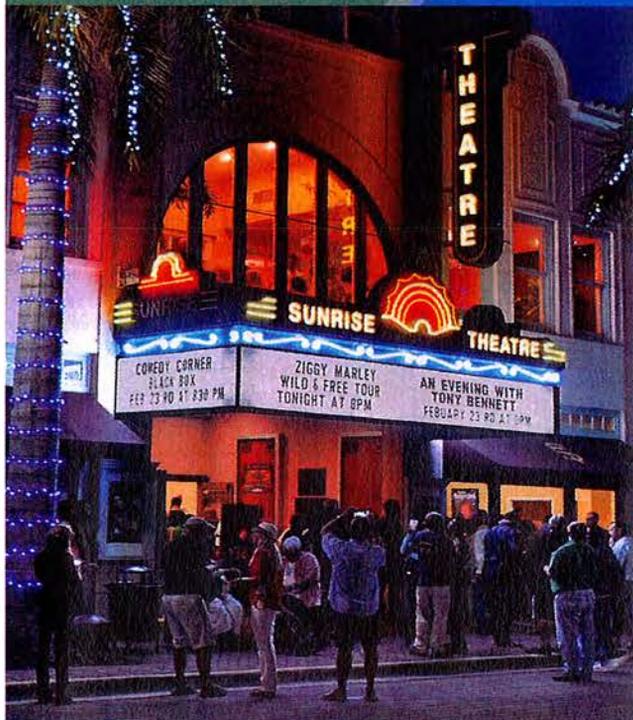
according to 24/7 Wall St.
(2016)

No. 1
for first-time
home-buying
millennials

according to Smart Asset
(2016)

4th
Safest Place
in Florida
Large City

according to ValuePenguin.com
(2016)





"St. Lucie County is steadfast in its commitment to diversifying the local economy and expanding access to high quality jobs in our community. Having the EDC at the forefront of those efforts is pivotal to the success of business recruitment, retention, and expansion."

*-EDC Chair, Edwin R. Massey, PhD
President of Indian River State College*



**Economic Development Council
of St. Lucie County, Inc.**
500 NW California Boulevard
Building S, Suite 103
Port St. Lucie, FL 34986
772.336.6254
ptesch@youredc.com
PO Box 881358
Port St. Lucie, FL 34988

INDUSTRY + INNOVATION + LIFESTYLE

**MOVING FORWARD
POISED FOR GROWTH**



Economic Development Council of St. Lucie County
St. Lucie County, Florida



youredc.com





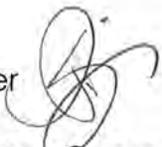
CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

COUNCIL ITEM 13A
DATE 10-24-16

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 <jbremer@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 #: 133
Meeting Date: 10/24/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager - City Engineer
Kathleen McAlpine, Civic Center Director
Cheryl Shanaberger, Director of Procurement Management

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Contract #20170008 Port St. Lucie Civic Center
Repairs

Submittal Date: 10/13/2016

A handwritten signature in black ink, appearing to be "R. Holder", is written over the "THRU" section of the memorandum.

STRATEGIC PLAN LINK: Vision 2030, Principle B – Beautiful City: Attractive and well maintained commercial centers complying with City Codes, standards and regulations. Goals 2020 - Goal #1, Financially Sound City, High Performance City Organization, Major Projects 2015-2016, “Civic Center Foam Band Repair/Replacement Structural Inspection”

BACKGROUND: As identified in the Strategic Plan, the Port St. Lucie Civic Center is in need of Exterior Insulation and Finishing Systems (EIFS) replacements including the Warehouse and Parking Garage. This was also identified in the Civic Center Operational Audit performed by Conventional Wisdom. The exact scope of work was unknown therefore, Johnson-Laux Construction, Inc. was contacted to inspect all the buildings and provide a solution and the cost associated with these repairs.

The foam banding (EIFS) is a general class of non-load bearing building cladding systems that provides exterior walls with an insulated, water-resistant, finished surface in an integrated composite material system.

This banding (EIFS) is failing, cracking, peeling, delaminating and falling off of the buildings. The same material was used to fabricate many of the columns at the Civic Center and many of these are also failing and separating from the walls to which they are attached. Included in the repairs is painting the buildings.

ANALYSIS: Staff has reviewed the estimated proposals and finds that the estimated costs are acceptable and the Contractor meets the City's standards. Johnson-Laux Construction, Inc. is not a local firm however, they are proposing to use local subcontractors. This firm was instrumental in working with the City on the K-9 Training Facility at McCarty Ranch and the recent EIFS repairs on the Clock Tower at the Civic Center. All work was completed on time and within budget.

Johnson-Laux Construction, Inc. has a Job Order Contracting (JOC) type contract through the Nation Joint Powers Alliance (NJPA) Coop that was approved by Council on January 25, 2016. This type of contract provides indefinite quantity/indefinite delivery construction contracting when the construction quantities and scope of work are unknown. This is the most effective and efficient process for procuring this project. The JOC method saves time and effort by eliminating an Engineer to prepare design specifications or prepare plans for a Sealed Bid.

The current projects are as follows:

- Civic Center Warehouse EIFS & Painting - \$88,769 ±
- Parking Garage EIFS & Painting - \$319,897 ±
- Civic Center EIFS & Painting - \$471,939 ±

FINANCIAL INFORMATION: Funding is available in the Parks & Recreation General Fund / Civic Center / Repairs & Maintenance for Buildings

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to enter into Contract #20170008 with Johnson-Laux Construction, Inc. for the unit prices offered in the National Joint Powers Alliance (NJPA) Coop Contract #FL-WCH01-031814-JLC. The estimated total amount for this work is \$950,000.00± which includes a \$50,000.00 City-owned contingency, plus \$10.00 for the one-time indemnification fee. The Contract period for this project is estimated at two hundred fifty (250) calendar days. The NJPA Coop Contract term is a one (1) year term with three (3) additional one (1) year terms beginning on March 18, 2014 through March 17, 2018. Approval to use the NJPA Contract for additional projects as budget allows.

SPECIAL CONSIDERATION: Johnson-Laux Construction, Inc. recently completed the EIFS replacements on the Clock Tower. Their work was performed in a professional and safe manor. The benefit to using the same Contractor for the balance of the work is that the Contractor is familiar with the site and conditions of the buildings, it would ensure the same manufacturer for all products and that it would match all the new work that was just done.

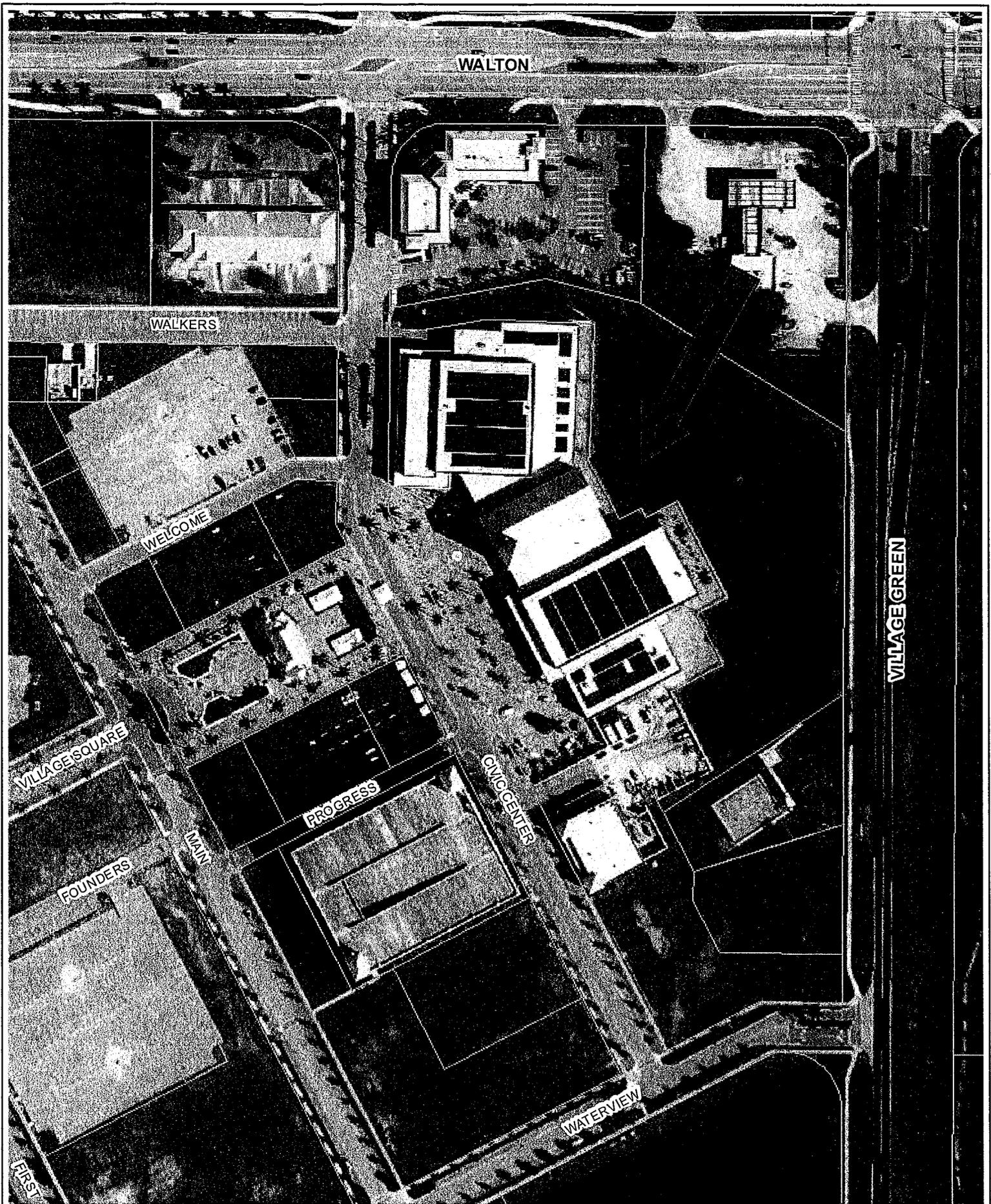
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/24/2016

LOCATION OF PROJECT: Civic Center, 9221 SE Civic Center Place, Port St. Lucie

ATTACHMENTS: Location Map, NJPA Agreement #FL-WCH01-031814-JLC, NJPA Annual Renewal, Proposals from Johnson-Laux Construction, Inc.

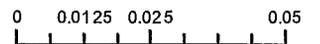
*All the attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.



Civic Center EFIS Repairs

Map produced by the City of Port St. Lucie City Council Map Generator Website on: 6/15/2016

Scale:



mi

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

Johnson-Laux Construction, Inc.
8100 Chancellor Drive, Suite 165
Orlando, FL 32809

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB FL-WCH01-031814-JLC" with an effective date of March 18, 2014, a maturity date of March 17, 2018, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	February 2013	9453.02
2	March 2013	9455.98
3	April 2013	9483.70
4	May 2013	9515.86
5	June 2013	9542.33
6	July 2013	9551.78
7	August 2013	9545.33
8	September 2013	9551.58
9	October 2013	9688.86
10	November 2013	9666.46
11	December 2013	9667.77
12	January 2014	9664.45

Base Average
9565.5933

Option Year		
	Date	Index
1	February 2014	9681.11
2	March 2014	9701.96
3	April 2014	9749.51
4	May 2014	9795.92
5	June 2014	9800.38
6	July 2014	9834.63
7	August 2014	9845.59
8	September 2014	9870.12
9	October 2014	9886.06
10	November 2014	9912.01
11	December 2014	9936.44
12	January 2015	9971.96

Option Average
9832.1408

$$\text{Price Adjustment: } \frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{9832.1408}{9565.5933} = 1.0279$$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# FL-WCH01-031814-JLC					
Normal Hours Non-Prevailing Wage	1.1784		1.0279		1.2113
Normal Hours Prevailing Wage	1.1784		1.0279		1.2113
NPP	1.2432		1.0000		1.2432
Premium Hours Non-Prevailing Wage	1.1892		1.0279		1.2224
Premium Hours Prevailing Wage	1.1892		1.0279		1.2224

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of March 18, 2015 through March 17, 2016.

National Joint Powers Alliance (NJPA)

By: [Signature], Its: Executive Director/CEO
 Name printed or typed: Chad Coquette
 Date: 2/9/15

Johnson-Laux Construction, Inc. - #FL-WCH01-031814-JLC

By: [Signature], Its: President
 Name printed or typed: Gina Johnson
 Date: 2/9/15

 If you do not want to extend contract, please sign below and return this agreement.
 Discontinue: We desire to discontinue the contract.

Signature: _____, Date: _____



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: FL-WCH01-031814-JLC'

GEOGRAPHIC AREA: West Central Florida Housing

This Agreement dated March 18, 2014, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Johnson-Laux Construction at the following address 8100 Chancellor Drive, Suite 165, Orlando, FL 32809

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of the NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
- C. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA**:
 - a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
$$\frac{1.1784}{\hspace{1.5cm}}$$
(Specify to four (4) decimal places)
 - b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
$$\frac{1.1892}{\hspace{1.5cm}}$$
(Specify to four (4) decimal places)
 - c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
$$\frac{1.1784}{\hspace{1.5cm}}$$
(Specify to four (4) decimal places)
 - d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:
$$\frac{1.1892}{\hspace{1.5cm}}$$
(Specify to four (4) decimal places)

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2432
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Consultant) software, data and services (IQCC System) for their IQCC program. The system includes Consultant's proprietary eGordian® and/or ezIQCC® IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor shall be required to agree to Consultant's IQCC System License to obtain access to Consultant's IQCC Applications. The Contractor's use, in whole or in part, of Consultant's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Consultant for any purpose other than to execute work under this Contract for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Consultant. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

Consultant hereby grants to the Contractor, and the Contractor hereby accepts from Consultant for the term of this Contract or Consultant's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Consultant's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant's IQCC Applications and support documentation, Construction Task Catalog, training materials and any other proprietary materials provided to Contractor by Consultant. In the event this Contract expires or terminates as provided herein, or the Consultant's contract with NJPA expires or terminates, this IQCC System License shall

terminate and the Contractor shall return all Proprietary Information in its possession to Consultant.

Contractor acknowledges that Consultant shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Consultant in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Consultant for which monetary damages would be an inadequate remedy, and Consultant shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Job Order purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By:

National Joint Powers Alliance



Authorized Signature

Contractor



Authorized Signature

Kevin Johnson

Print Name

Contract Number: FL-WCH01-031814-SLC (assigned by NJPA)

JOHNSON LAUX CONSTRUCTION

Project: **COPSL Warehouse EIFS & Paint**
 Location: **9221 SE Civic Center Place, Port St. Lucie FL**
 Owner: **City of Port St. Lucie**

22-Apr-16

Johnson-Laux Construction
 Estimate Date

0 sf

GENERAL SUMMARY OF ESTIMATE

File:

DESCRIPTION	ITEM COST	NOTES
1 GENERAL CONDITIONS	\$28,650.00	Project Supervision, Temp Protection, Dumpsters
2 DEMOLITION	\$0.00	
3 SITEWORK	\$0.00	
4 LANDSCAPING & IRRIGATION	\$0.00	
5 CAST-IN-PLACE CONCRETE	\$0.00	
6 MASONRY	\$0.00	
7 STRUCTURAL METALS	\$0.00	
8 ROUGH CARPENTRY	\$0.00	
9 CABINETRY/MILLWORK	\$0.00	
10 EIFS/STUCCO	\$23,000.00	Remove Existing EIFS and Replace With New
11 WATERPROOF/DAMPPROOF/FIREPROOF	\$0.00	
12 ROOFING SHEETMETAL & ACCESS.	\$0.00	
13 INSULATION	\$0.00	
14 SPRAY FIREPROOFING	\$0.00	
15 DOORS/FRAMES/HARDWARE	\$0.00	
16 GLASS/GLAZING/STOREFRONT	\$0.00	
17 FRAMING/DRYWALL	\$0.00	
18 ACOUSTICAL CEILINGS	\$0.00	
19 PAINTING	\$26,000.00	Pressure Wash and Paint
20 FLOORING	\$0.00	
22 SPECIALTIES	\$0.00	
23 APPLIANCES	\$0.00	
WAREHOUSING & INSTALLATION	\$0.00	
24 FUEL EQUIPMENT	\$0.00	
25 PEMB	\$0.00	
26 HOISTING EQUIPMENT	\$0.00	
27 PLUMBING	\$0.00	
28 HVAC SYSTEMS	\$0.00	
29 FIRE PROTECTION	\$0.00	
30 ELECTRICAL	\$0.00	
31 FIRE ALARM	\$0.00	
SUBTOTAL		\$77,650.00
BUILDERS RISK INSURANCE	\$265.60	
G C LIABILITY INSURANCE	\$839.02	
G C PAYMENT & PERFORMANCE BOND	\$1,195.20	
BUILDING PERMIT	\$750.00	
CONTINGENCY	\$0.00	
SUBTOTAL		\$80,699.82
OH & P	\$8,069.98	
TOTAL PROJECT	\$88,769.80	

Johnson-Laux Construction
SCOPE OF WORK
PSL Warehouse EIFS and Painting
Port St. Lucie, Florida

Summary Scope

The project consists of specific activities associated with the PSL Warehouse EIFS and Painting, Port St. Lucie FL

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment and perform all work as described below. This work is based on the AS-Built Drawings provided entitled City of Port St. Lucie Civic Center & Warehouse. Work shall include but not be limited to the following:

Work Includes:

Demolition

- Remove existing all EIFS shapes, and forms according to details #1, and #8 from the warehouse building.
- Dispose of all demolished items.

New Work

- Clean all existing surfaces for preparation of new EIFS.
- Furnish and install new EIFS shapes and forms according to details #1 and #8. Profile to match the existing which was removed. Installation per manufactures recommendation and all mechanical fastening systems to be included.
- Furnish and install texture to all new EIFS items installed to match the existing.
- EIFS color and texture to match existing which was removed.
- Pressure wash exterior painted surfaces.
- Apply Elastomeric Patch to all surface cracks.
- Seal building with Loxon Clear Sealer.
- Spray Sherwin Williams Superpaint Flat Acrylic to all walls and ceilings.
- Spot prime with DTM Primer Finish and Topcoat with DTM Acrylic all previously painted exterior doors, frames, and ballards.
- No Prefinished Roll Up and/or Aluminum Doors are included.

1. Work to be performed during normal working hours
2. Provide all lifts, scaffolding, ladders, braces, and plywood protection necessary to perform the work.
3. Permitting Fees estimated only.
4. No Signed and sealed drawings included

JOHNSON LAUX CONSTRUCTION

Project: **COPSL Parking Garage EIFS & Paint**
 Location: **9221 SE Civic Center Place, Port St. Lucie FL**
 Owner: **City of Port St. Lucie**

22-Apr-16

Johnson-Laux Construction
 Estimate Date

0 sf

GENERAL SUMMARY OF ESTIMATE

File:

DESCRIPTION	ITEM COST	NOTES
1 GENERAL CONDITIONS	\$55,156.00	Project Supervision, Temp Protection, Dumpsters
2 DEMOLITION	\$0.00	
3 SITEWORK	\$0.00	
4 LANDSCAPING & IRRIGATION	\$0.00	
5 CAST-IN-PLACE CONCRETE	\$0.00	
6 MASONRY	\$0.00	
7 STRUCTURAL METALS	\$0.00	
8 ROUGH CARPENTRY	\$0.00	
9 CABINETRY/MILLWORK	\$0.00	
10 EIFS/STUCCO	\$164,000.00	Remove Existing EIFS and Replace With New
11 WATERPROOF/DAMP/PROOF/FIREPROOF	\$0.00	
12 ROOFING SHEETMETAL & ACCESS.	\$0.00	
13 INSULATION	\$0.00	
14 SPRAY FIREPROOFING	\$0.00	
15 DOORS/FRAMES/HARDWARE	\$0.00	
16 GLASS/GLAZING/STOREFRONT	\$0.00	
17 FRAMING/DRYWALL	\$0.00	
18 ACOUSTICAL CEILINGS	\$0.00	
19 PAINTING	\$63,800.00	Pressure Wash and Paint
20 FLOORING	\$0.00	
22 SPECIALTIES	\$0.00	
23 APPLIANCES	\$0.00	
WAREHOUSING & INSTALLATION	\$0.00	
24 FUEL EQUIPMENT	\$0.00	
25 PEMB	\$0.00	
26 HOISTING EQUIPMENT	\$0.00	
27 PLUMBING	\$0.00	
28 HVAC SYSTEMS	\$0.00	
29 FIRE PROTECTION	\$0.00	
30 ELECTRICAL	\$0.00	
31 FIRE ALARM	\$0.00	
SUBTOTAL		\$282,956.00
BUILDERS RISK INSURANCE	\$960.00	
G C LIABILITY INSURANCE	\$1,830.01	
G C PAYMENT & PERFORMANCE BOND	\$4,320.00	
BUILDING PERMIT	\$750.00	
CONTINGENCY	\$0.00	
SUBTOTAL		\$290,816.01
OH & P	\$29,081.60	
TOTAL PROJECT	\$319,897.62	

Johnson-Laux Construction
SCOPE OF WORK
PSL Parking Garage EIFS and Painting
Port St. Lucie, Florida

Summary Scope

The project consists of specific activities associated with the PSL Parking Garage EIFS and Painting, Port St. Lucie FL

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment and perform all work as described below. This work is based on the AS-Built Drawings provided entitled City of Port St. Lucie City Center Garage H. Work shall include but not be limited to the following:

Work Includes:

Demolition

- Remove existing all EIFS shapes, and forms according to details #3, #4, and #5.
- Dispose of all demolished items.

New Work

- Clean all existing surfaces for preparation of new EIFS.
- Furnish and install new EIFS shapes and forms according to details #3, #4, and #5. Profile to match the existing which was removed. Installation per manufactures recommendation and all mechanical fastening systems to be included.
- Furnish and install texture to all new EIFS items installed to match the existing.
- EIFS color and texture to match existing which was removed.
- Pressure wash exterior painted surfaces.
- Apply Elastomeric Patch to all surface cracks.
- Seal building with Loxon Clear Sealer.
- Spray Sherwin Williams Superpaint Flat Acrylic to all walls and ceilings.
- Spot prime with DTM Primer Finish and Topcoat with DTM Acrylic all previously painted exterior doors, frames, and ballards.
- No Prefinished Roll Up and/or Aluminum Doors are included.

1. Work to be performed during normal working hours
2. Provide all lifts, scaffolding, ladders, braces, and plywood protection necessary to perform the work.
3. Permitting Fees estimated only.
4. No Signed and sealed drawings included

JOHNSON LAUX CONSTRUCTION

Project: **COPSL Civic Center EIFS & Paint**
 Location: **9221 SE Civic Center Place, Port St. Lucie FL**
 Owner: **City of Port St. Lucie**

22-Apr-16

Johnson-Laux Construction
 Estimate Date

0 sf

GENERAL SUMMARY OF ESTIMATE

File:

DESCRIPTION	ITEM COST	NOTES
1 GENERAL CONDITIONS	\$84,864.00	Project Supervision, Temp Protection, Dumpsters
2 DEMOLITION	\$0.00	
3 SITEWORK	\$0.00	
4 LANDSCAPING & IRRIGATION	\$0.00	
5 CAST-IN-PLACE CONCRETE	\$0.00	
6 MASONRY	\$0.00	
7 STRUCTURAL METALS	\$0.00	
8 ROUGH CARPENTRY	\$0.00	
9 CABINETRY/MILLWORK	\$0.00	
10 EIFS/STUCCO	\$184,000.00	Remove Existing EIFS and Replace With New
11 WATERPROOF/DAMPPROOF/FIREPROOF	\$0.00	
12 ROOFING SHEETMETAL & ACCESS.	\$0.00	
13 INSULATION	\$0.00	
14 SPRAY FIREPROOFING	\$0.00	
15 DOORS/FRAMES/HARDWARE	\$0.00	
16 GLASS/GLAZING/STOREFRONT	\$0.00	
17 FRAMING/DRYWALL	\$0.00	
18 ACOUSTICAL CEILINGS	\$0.00	
19 PAINTING	\$149,000.00	Pressure Wash and Paint
20 FLOORING	\$0.00	
22 SPECIALTIES	\$0.00	
23 APPLIANCES	\$0.00	
WAREHOUSING & INSTALLATION	\$0.00	
24 FUEL EQUIPMENT	\$0.00	
25 PEMB	\$0.00	
26 HOISTING EQUIPMENT	\$0.00	
27 PLUMBING	\$0.00	
28 HVAC SYSTEMS	\$0.00	
29 FIRE PROTECTION	\$0.00	
30 ELECTRICAL	\$0.00	
31 FIRE ALARM	\$0.00	
SUBTOTAL		\$417,864.00
BUILDERS RISK INSURANCE	\$1,392.00	
G C LIABILITY INSURANCE	\$2,765.75	
G C PAYMENT & PERFORMANCE BOND	\$6,264.00	
BUILDING PERMIT	\$750.00	
CONTINGENCY	\$0.00	
SUBTOTAL		\$429,035.75
OH & P	\$42,903.58	
TOTAL PROJECT	\$471,939.33	

Johnson-Laux Construction
SCOPE OF WORK
PSL Civic Center EIFS and Painting
Port St. Lucie, Florida

Summary Scope

The project consists of specific activities associated with the PSL Civic Center EIFS and Painting, Port St. Lucie FL

Detailed Scope of Work

The Contractor shall provide all materials, labor, and equipment and perform all work as described below. This work is based on the AS-Built Drawings provided entitled City of Port St. Lucie Civic Center & Warehouse. Work shall include but not be limited to the following:

Work Includes:

Demolition

- Remove existing all EIFS shapes, forms and columns according to details #3, #4, #5, and #8. EIFS shapes and columns on the clock tower to remain.
- Dispose of all demolished items.

New Work

- Clean all existing surfaces for preparation of new EIFS.
- Furnish and install new EIFS shapes forms and columns according to details #3, #4, #5, and #8. Profile to match the existing which was removed. Installation per manufactures recommendation and all mechanical fastening systems to be included.
- Furnish and install texture to all new EIFS items installed to match the existing.
- EIFS color and texture to match existing which was removed.
- Pressure wash exterior painted surfaces.
- Apply Elastomeric Patch to all surface cracks.
- Seal building with Loxon Clear Sealer.
- Spray Sherwin Williams Superpaint Flat Acrylic to all walls and ceilings.
- Spot prime with DTM Primer Finish and Topcoat with DTM Acrylic all previously painted exterior doors, frames, and ballards.
- No Prefinished Roll Up and/or Aluminum Doors are included.

1. Work to be performed during normal working hours
2. Provide all lifts, scaffolding, ladders, braces, and plywood protection necessary to perform the work.
3. Permitting Fees estimated only.
4. No Signed and sealed drawings included