"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, January 23, 2017 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

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

Administration

Russ Blackburn, City Manager

O. Reginald Osenton, City Attorney

Karen A. Phillips, City Clerk

NOTICE OF COUNCIL MEETINGS AND AGENDAS

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

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

Agenda
City Council Meeting
City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Monday, January 23, 2017

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** - BOYS AND GIRLS CLUB UPDATE, WILL ARMSTEAD

   B. **SPECIAL PRESENTATION** - ST. LUCIE COUNTY SCHOOL DISTRICT HIGH SCHOOL GRADUATION UPDATE, WAYNE GENT, SUPERINTENDENT

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** - SPECIAL COUNCIL ORIENTATION DECEMBER 2, 2016 (A.M.); SPECIAL COUNCIL ORIENTATION DECEMBER 2, 2016 (P.M.); REGULAR COUNCIL DECEMBER 5, 2016

   B. **FY 2016-2017 FEDERAL JUSTICE ASSISTANCE GRANT (JAG),** AWARD CONTRACT #2017-JAGC-STLU-3-FP-127 TOTALING $35,054 AND PURCHASE WORKLOAD ANALYSIS SOFTWARE FOR A TOTAL COST OF $39,900, WITH THE $4,846 SHORTAGE TO BE PAID FROM FORFEITURE FUND 603, POLICE DEPARTMENT

   C. **PORT ST. LUCIE POLICE DEPARTMENT**, REQUEST TO EXPEND $4,846 OF FORFEITURE FUNDS IN ACCORDANCE WITH F.S.S.

932.7055(4) AND FEDERAL GUIDELINES, TO COVER THE EXCESS COST OF THE FDLE STATE JAG GRANT FOR WORKLOAD ANALYSIS SOFTWARE, POLICE DEPARTMENT

D. **TEMPLE BETH EL ISRAEL,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 2017 ULTIMATE PURIM PARTY, SIGNS SCHEDULED TO BE PLACED FEBRUARY 15, 2017, THROUGH MARCH 14, 2017, CITY MANAGER

E. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** CONTINUE PILOT PROGRAM TO REDUCE THE AMOUNT OF HYDROGEN SULFIDE AT THE GLADES WWTF, **PREMIER MAGNESIA, LLC,** #20170090, $233,218.50, PROJECT TO BE COMPLETED IN JULY 2017, PROCUREMENT MANAGEMENT DEPARTMENT

F. **BENTLEY ARCHITECTS & ENGINEERS, INC.**, DESIGN OF THE NEW MAINTENANCE BUILDING AT PRINEVILLE, #20160160, $377,920.07, PLUS A ONE TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 120 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

G. **NATURES KEEPER, INC.**, MISCELLANEOUS LANDSCAPING SERVICES. #20160164, ESTIMATED BUDGET FOR 2016-2017 IS $220,000, CONTRACT PERIOD IS FOR 2 YEARS WITH A RENEWAL OPTION FOR AN ADDITIONAL 2 YEAR PERIOD UPON SATISFACTORY PERFORMANCE, PROCUREMENT MANAGEMENT DEPARTMENT

H. **FLORIDA DESIGN DRILLING CORPORATION,** WELL F-12 REHABILITATION, #20160200, $121,212, PLUS A ONE TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

I. **GLOBAL VISION CITADELLE MINISTRIES, INC.,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 2017 CHARITY BENEFIT FOR ELEVATING THE CHILDREN OF HAITI EVENT, SIGNS SCHEDULED TO BE PLACED FEBRUARY 10, 2017, THROUGH FEBRUARY 24, 2017, CITY MANAGER

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

A. **ORDINANCE 17-01,** AN ORDINANCE PROVIDING FOR THE THIRD AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR ARCCO OF SLW (FKA ARCCO OF SLW/ELKS LODGE) P16-138 LOCATED IN A PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE; **QUASI-JUDICIAL**

B. **ORDINANCE 17-02,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE

AGREEMENT BETWEEN THE CITY OF PORT. ST. LUCIE AND STATE REPRESENTATIVE LARRY LEE, JR. FOR OFFICES LOCATED AT 9221 SE CIVIC CENTER PLACE, PORT ST. LUCIE, FLORIDA 34952; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 17-03,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A DISTRICT OFFICE LEASE BETWEEN THE CITY OF PORT. ST. LUCIE AND CONGRESSMAN BRIAN MAST FOR OFFICES LOCATED AT CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD, BUILDING A, ROOM 187, PORT ST. LUCIE, FLORIDA 34984; PROVIDING AN EFFECTIVE DATE.

D. **ORDINANCE 17-04,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING AMENDMENT TO CHAPTER 158 – ZONING CODE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

E. **ORDINANCE 17-05,** AN ORDINANCE TO REZONE 2.94 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS GEORGE CALLAS HOLDINGS, P16-171; PROVIDING FOR AN EFFECTIVE DATE; **QUASI-JUDICIAL**

F. **ORDINANCE 17-06,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR ST. LUCIE MEDICAL PARK (P16-185) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF ROI (RESIDENTIAL/OFFICE/INSTITUTIONAL) AND OSC (OPEN SPACE CONSERVATION) FOR PROPERTY LEGALLY DESCRIBED AS PORTIONS OF TRACT 1 AND TRACT 2, 1ST REPLAT OF TRACT G-5, LOCATED ON THE EAST SIDE OF SE VILLAGE GREEN DRIVE AND NORTH OF SE TIFFANY AVENUE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE; **QUASI-JUDICIAL**

9. OTHER PUBLIC HEARINGS

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 17-07,** AN ORDINANCE AMENDING THE 2016-17 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 12 PAGES, ATTACHED HERETO AND DESIGNATED AS 2016-17 BUDGET AMENDMENT NO. 1; THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 17-08,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PSL/CROSSTOWN PARKWAY – JANETTE AVENUE (P16-010) TO CHANGE THE FUTURE LAND USE DESIGNATION FROM RL (LOW DENSITY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PARCEL LEGALLY DESCRIBED AS CROSSTOWN PARKWAY, PARCEL NO. 2, LOCATED ON THE SOUTHWEST CORNER OF CROSSTOWN PARKWAY AND CAMEO BOULEVARD; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **ORDINANCE 17-09**, AN ORDINANCE TO REZONE 0.81 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF CROSSTOWN PARKWAY AND CAMEO BOULEVARD FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PROJECT KNOWN AS CITY OF PSL/CROSSTOWN PARKWAY JANETTE AVENUE, P16-011; PROVIDING FOR AN EFFECTIVE DATE.

D. **ORDINANCE 17-10,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PSL/CROSSTOWN PARKWAY EMPIRE STREET (P16-012) TO CHANGE THE FUTURE LAND USE DESIGNATION FROM RL (LOW DENSITY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PARCEL LEGALLY DESCRIBED AS CROSSTOWN PARKWAY WATER MANAGEMENT TRACT (WMT) 7, LOCATED ON THE SOUTHWEST CORNER OF EMPIRE STREET AND CROSSTOWN PARKWAY PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

E. **ORDINANCE 17-11,** AN ORDINANCE TO REZONE 6.14 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF EMPIRE STREET AND CROSSTOWN PARKWAY FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PROJECT KNOWN AS CITY OF PSL/CROSSTOWN PARKWAY EMPIRE STREET, P16-013; PROVIDING FOR AN EFFECTIVE DATE.

F. **ORDINANCE 17-12**, AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR EKONOMY STORAGE (P16-203) TO CHANGE THE FUTURE LAND USE DESIGNATION CG (GENERAL COMMERCIAL) TO CS (SERVICE COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 31, BLOCK 1705, LOTS 11, 12, 16, 17, 18, AND 19 AND LOCATED ON THE WEST SIDE OF BUCKHART STREET, BETWEEN GATLIN BOULEVARD AND HAYWORTH AVENUE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

G. **ORDINANCE 17-13,** AN ORDINANCE TO REZONE 1.38 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF BUCKHART STREET, BETWEEN GATLIN BOULEVARD AND HAYWORTH AVENUE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS EKONOMY SELF STORAGE, P16-187; PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTIONS

A. **RESOLUTION 17-R04,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AND EXECUTE A COOPERATIVE FUNDING PROGRAM LOCAL GOVERNMENTAL AGREEMENT, AGREEMENT NO. 4600003552, WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE PURPOSE OF IMPLEMENTING LOCAL ALTERNATIVE WATER SUPPLY, STORMWATER MANAGEMENT, AND WATER CONSERVATION PROJECTS, SPECIFICALLY THE CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT MCCARTY RANCH EXTENSION WATER FARMING PROJECT – PHASE 1; PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 17-R05,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT TITLED ENCORE AT TRADITION PLAT ONE (THE PRELIMINARY PLAT AND CONSTRUCTION PLANS), P16-129, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF WCI COMMUNITIES, LLC; PROVIDING AN EFFECTIVE DATE.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

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.

January - February Meeting Calendar

DATE	MEETING	TIME	LOCATION
1-25-17	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
1-25-17	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
2-1-17	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 366 Building A
2-7-17	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
2-8-17	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
2-8-17	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
2-9-17	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
2-13-17	Municipal Police Officer's Retirement Trust Fund Board Special Meeting	10:00 a.m.	City Hall Complex Room 188 Building A
2-13-17	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
2-16-17	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
2-17-17	City Council Strategic Planning Session Special Meeting	8:30 a.m.	McCarty Ranch Preserve 12525 Range Line Road Port St. Lucie, FL
2-22-17	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
2-22-17	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
2-27-17	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A

CA012317

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
JANUARY 23, 2017

11. **RESOLUTIONS**

c) **RESOLUTION 17-R06,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF A SOVEREIGNTY SUBMERGED LANDS EASEMENT AND AN EASEMENT FOR CROSSING STATE-OWNED UPLANDS FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("BOT") FOR PUBLIC TRANSPORTATION AND ROAD RIGHT-OF-WAY PURPOSES FOR THE CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

C2A012317

NOTICE
AGENDA ADDENDUM 2
CITY COUNCIL REGULAR MEETING
JANUARY 23, 2017

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

c) **PROCLAMATION –** FOUR CHAPLAINS DAY

d) **PROCLAMATION** – 211 AWARENESS WEEK

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 1/23/17

TO: Mayor and City Council

FROM: Russ Blackburn, City Manager

Agenda Item: Special presentation: Will Armstead with the Boys and Girls Club of St. Lucie County

Submittal Date: 1/11/2017

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

BACKGROUND: N/A

ANALYSIS: Will Armstead with the Boys and Girls Club of St. Lucie County will provide an update.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Will Armstead, 3-5-minute PowerPoint Presentation

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: PowerPoint Presentation

Strategic Plan 2016-2019

Opening the Door to GREAT FUTURES!

Our Mission

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

2016

Now, 4 Neighborhood Clubhouses, 1 Teen Center, 12 School Based Sites, 120 employees, annual budget of more than $2.8 million and over 3000 children served

99% of Club members are passing literacy/reading

96% of Club members engage in physical activities

91% of our members displayed positive behavior in school

5412 hours of community service and economic value of **$116,953**!

What We Do

- Academic Success
- Healthy Lifestyles
- Good Character & Citizenship
- Specialty Programs

Organizational Update

Staffing & Training

- More Staff with Specialized Skill Sets
  - Certified Teachers
  - Marketing
  - Operations

Strategic Partnerships- Education

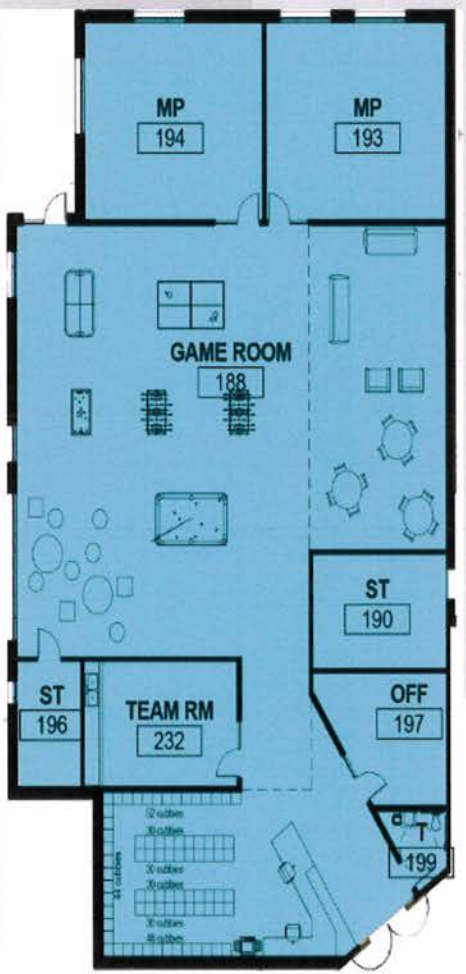
- St. Lucie Public Schools

IReady

CTE Programs

Children Services Council

Our Vision



2019- Break Ground on a 20,000 sq.ft. facility that will serve over 800 kids daily!

You can help open the door to a GREAT FUTURE!

BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY

THANK YOU

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4B
Meeting Date: 1/23/17

TO: Mayor and City Council

FROM: Russ Blackburn, City Manager

Agenda Item: Special presentation: E. Wayne Gent, Superintendent of St. Lucie Public Schools

Submittal Date: 1/11/2017

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

BACKGROUND: N/A

ANALYSIS: High School Graduation Update presentation provided by E. Wayne Gent, Superintendent.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: E. Wayne Gent, 10-minute PowerPoint Presentation

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: PowerPoint Presentation

St. Lucie News Tribune
TREASURE COAST NEWSPAPERS
PART OF THE USA TODAY NETWORK
TCPalm.com
Tuesday, December 20, 2016
$1.50

County sees record-setting rise in grad rate

District soars from 44th to 13th in state ranking

ANDREW ATTERBURY
ANDREW.ATTERBURY@TCPALM.COM

Graduation rates improved among all five St. Lucie County high schools — one by nearly 20 percentage points — in 2015-16, propelling the school district to one of the best turnarounds across the state.

At the same time, graduation rates in Indian River County high schools increased by 6 percentage points and Martin County School District maintained some of the top graduation rates in Florida.

Treasure Coast schools also showed growth and outperformed the state average in graduation rates for minority students.

St. Lucie County's graduation rate last year increased by 11.3 percentage points to 86.8 percent, the highest in district history, according to school officials. That jump was the fourth-highest gain in the state, and bumped St. Lucie County from the 44th-highest graduation rate in 2014-15 to 13th, according to the Florida Department of Education.

Graduation rates in St. Lucie County had been as low as 67.7 percent in 2012-13, according to the Department of Education.

"This is historic for the county," said Superintendent Wayne Gent. "These should be our numbers every year and growing."

See RATES, Page 10A

St. Lucie
PUBLIC SCHOOLS

St. Lucie

PUBLIC SCHOOLS

#STLUCIEPROUD

GRAD RATE HITS ALL-TIME HIGH

86.8%

4th Largest Gain in the State

Grad Rate Highlights

SLPS Is Ranked 13th
Out of 67 Counties
2015-2016

SLPS Was Ranked 44th the Previous Year
2014-2015

St. Lucie
PUBLIC SCHOOLS

Grad Rate Highlights

School	2014-2015 Grad Rate	2015-2016 Grad Rate	Change
Fort Pierce Central High School	80.1%	92.4 %	+12.3%
Fort Pierce Westwood High School	63.8%	83.1%	+19.3%
Lincoln Park Academy	98.6%	96.7 %	-1.9%
Port St. Lucie High School	70.7%	81.4%	+10.7%
St. Lucie West Centennial High School	82.3%	89.2%	+6.9%
Treasure Coast High School	82.7%	91.8%	+9.1%
DISTRICT	75.5%	86.8 %	+11.35%
STATE	77.8%	80.7%	+2.9%

Up 11.35 %

Treasure Coast Grad Rates

LPA	Highest Grad Rate On The Treasure Coast	
FPCHS	**92.4%**	**+ 12.28**
TCHS	**91.8%**	**+ 9.10**
JBHS	91.8%	- 0.99
VBHS	89.4%	+ 7.79
SLWCHS	**89.2%**	**+ 6.92**
SFHS	89.1%	+ 2.89
College Prep	88.9%	
MCHS	88.9%	- 1.33
SRHS	85.3%	+ 4.82
FPWHS	**83.1%**	**+ 19.29**
PSLHS	**81.4%**	**+ 10.67**

St. Lucie
PUBLIC SCHOOLS

Grad Rate Highlights

14.1 % ⬆ Black Students

9.8% ⬆ Hispanic Students

10.5% ⬆ White Students

St. Lucie PUBLIC SCHOOLS

#STLUCIEPROUD

Grad Rate Highlights

SLPS Ranks First in Gains

District with 500 Graduates Or More

Grad Rate Highlights

SLPS Ranks 9th in FL w/ Black Graduation Rate at 82.4%

That's 10% Higher Than The State Average.

St. Lucie PUBLIC SCHOOLS

Grad Rate Highlights

10

SLPS Ranks 10th in FL w/ Hispanic Graduation Rate at 87.7%

That's 8% Higher Than The State Average.

St. Lucie PUBLIC SCHOOLS

Grad Rate Highlights

SLPS Ranks 8th in FL w/ ESE Graduation Rate at 74.9%

17.88% Increase Over Previous Year for SLPS That's 13.3% Higher Than The State Average.

St. Lucie PUBLIC SCHOOLS

St. Lucie

PUBLIC SCHOOLS

www.StLucieSchools.org

Stay Connected With SLPS

"A City for All Ages"

Proclamation

WHEREAS, *February 3, 2017, marks the 74th Anniversary of the sinking of the USAT Dorchester and the heroic sacrifice of four Chaplains: Lt. George L. Fox, Lt. Alexander D. Goode, Lt. Clark V. Poling, and Lt. John P. Washington, all of whom perished in order to provide support, including their own life jackets, to soldiers abandoning ship; and*

WHEREAS, *the group now commonly known as "The Four Chaplains" consisted of men of astounding bravery, great character and diverse faiths, including: Methodism, Dutch Reformed Judaism and Roman Catholicism; and*

WHEREAS, *the bravery of the Four Chaplains, as well as other heroes of the incident, such as African-American Coast Guardsman, Charles W. David, Jr., who voluntarily leapt into the icy waters and helped rescue 93 men at great personal sacrifice, as he soon thereafter contracted pneumonia and died, are moving examples of selflessness; and*

WHEREAS, *their acts of unity, courage and sacrifice for the good of others exemplify some of the highest ideals of our United States of America.*

NOW, THEREFORE, *I, Gregory J. Oravec, Mayor of the City of Port St. Lucie, Florida, do hereby proclaim that February 3, 2017, be observed as:*

Four Chaplains Day

in Port St. Lucie, Florida, and encourage all citizens to practice the ideals of unity, bravery and service.

In witness whereof, I have hereunto set my hand and caused the Official Seal of the City of Port St. Lucie, Florida, to be affixed, this twenty-third day of January in the year of our Lord, two thousand seventeen.

Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

"A City for All Ages"

Proclamation

WHEREAS, *sometimes, individuals and families need help or experience times of crisis and are not sure where to turn; and*

WHEREAS, *211 is an easily remembered, three-digit number which can be called by individuals or families to access guidance, support, information, crisis intervention, suicide prevention and other services; and*

WHEREAS, *the citizens of Port St. Lucie are fortunate to have a 211 HelpLine, a service that is available any time of day or night and enables individuals and families to get help they need when they need it the most; and*

WHEREAS, *211's specialized advocacy and support services are far ranging and also include the Help Me Grow Initiative, which links children to services that can help them succeed, and the life-saving "Sunshine" program, which positively impacts the lives of local housebound/isolated seniors through daily phone calls; and*

WHEREAS, *the 211 HelpLine service is free, confidential, available 24/7, with highly trained staff who have assisted thousands of individuals in need of crisis intervention, assessment and referrals to community services; and*

WHEREAS, *the 211 staff will continue to provide that warm voice at the other end of the line, the caring assistance to the people of our community and "Hope when you need it most!"*

NOW, THEREFORE, *I, Gregory J. Oravec, Mayor of the City of Port St. Lucie, Florida, do hereby proclaim the week of February 5-11, 2017, to be*

211 Awareness Week

in Port St. Lucie, Florida, and urge all residents to be aware that 211 is there to help us when we need it.

In witness whereof, I have hereunto set my hand and caused the Official Seal of the City of Port St. Lucie, Florida, to be affixed, this twenty-third day of January in the year of our Lord, two thousand seventeen.

Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

COUNCIL ITEM 7A
DATE 1/23/17

CITY OF PORT ST. LUCIE
CITY COUNCIL SPECIAL MEETING MINUTES
DECEMBER 2, 2016

A Special Meeting of the CITY COUNCIL of the City of Port St. Lucie with City Staff was called to order by Mayor Oravec on December 2, 2016, at 8:30 a.m., at Port St. Lucie Civic Center, 9221 SE Civic Center Place, Port St. Lucie, Florida.

1. MEETING CALLED TO ORDER

2. ROLL CALL

Council Members Present:	Mayor Gregory J. Oravec (Departed at 10:08 a.m.) Councilwoman Jolien Caraballo Councilman John Carvelli Councilwoman Stephanie Morgan
Council Members Not Present:	Vice Mayor Shannon Martin
Others Present:	Russ Blackburn, City Manager O. Reginald Osenton, City Attorney Patricia Roebling, Assistant City Manager Jesus Merejo, Interim Assistant City Manager James Angstadt, Public Works Director John A. Bolduc, Police Chief Carmen Capezzuto, Neighborhood Services Director Roxanne Chesser, Public Works Kristina Ciuperger, Director, Communications Sherman A. Conrad, Parks & Recreation Director Anne M. Cox, Assistant Planning and Zoning Director Joel Dramis, Building Official (Arrived at 10:08 a.m.) Edwin M. Fry, Jr., Finance Director/City Treasurer Bill Jones, MIS Director Bridget Kean, CRA Director Bradley Keen, Assistant Parks & Recreation Director Mike Lubeck, Assistant Director, Neighborhood Services Kathleen McAlpine, Civic Center Director Brad Macek, Assistant Utilities Director Kathleen McAlpine, Civic Center Director Tom Mullin, Outside Counsel, Nason Yeager Keri Norbraten, Assistant City Attorney Thomas O'Reilly, Assistant Finance Director Karen A. Phillips, City Clerk David K. Pollard, OMB Director Jerome Post, Human Resources Director Jeffrey Power, Risk Management Analyst (sitting in for the

Risk Management Director)
Sarah Prohaska, Public Information Officer, Communications
Donna Rhoden, Utilities Deputy Director
Patricia Roberts, System Support Manager
Kimberly Sala, Legal Secretary
Cheryl Shanaberger, Procurement Management Department, Director
Patti Tobin, Planning and Zoning Director
Chris Valure, Assistant MIS Director
Tracy Valure, Support Systems Manager, Building Department
Sally Walsh, Assistant City Clerk
Alphanette Waters, Chief Building Inspector
Jeannette C. Baeza, Deputy City Clerk

3. CITY MANAGER PRESENTATION

The City Manager stated, "Mayor and Members of Council, our Orientation is one of the important things that our staff will do for you as new Councilmembers. You ran and you know a lot about the community. You know about the interest groups in the community and the neighborhoods, but any of you may not know the full breadth of services provided by the City. As staff, we like to do two things. We like to give you a sense of who we are, who your key staff members are, and what they do. If you have questions about what we do or who is doing it, we hope that through this Orientation, you will have a little bit of a grounding on some of the policy direction as to why Parks and Recreation is providing a service, and who is providing that service. Today, we would like to go through a number of different departments and have them introduce themselves and give you a high-level overview of what kind of services they provide, so that you'll get a deeper understanding of the services provided by the City. Certainly over time, you will see all the different issues that come forward in different service areas, and you'll know that we do a lot more than what we're doing now. I am going to ask all the Department Directors who will be speaking to introduce themselves, and they will introduce themselves again during their part of the Orientation. We will start with the Assistant City Manager and Interim Assistant City Manager, and go all the way around the room." (**Clerk's Note:** At this time, the Department Directors around the table introduced themselves by name and department.)

(**Clerk's Note:** At this time, a PowerPoint presentation was shown.) The City Manager remarked, "Thank you. This is one of the few and maybe the only times, other than the next Orientation, that I get to really provide you a little bit of an idea about the role of the City Manager. I am going to provide a little bit of an overview. After that, the City Attorney will speak a little about the role of the City Attorney, and some of the important laws that impact how you do your job. After that, we will have each of the Department Directors talk about their role. We'll try to keep them to 15 minutes. There is a number of them, so as you can imagine, we could be here three or four days if we really went into everything that the departments do, but this is kind of our sampler from T.G.I. Fridays, or one of the restaurants we all like to go to, because we can't handle the large

servings, so this is a little snippet of what each department does. Today, I want to cover the structure of the City, and the City Council's goals and initiatives. We are working hard to set up a Strategic Planning Session in February. We asked you for availability on dates last week and I think we are looking at the 17th of February, but we will confirm that. I will also cover a few nuts and bolts issues that didn't fit in other places."

The City Manager continued, "As far as structure, I think you are aware that this City and every city in Florida has a Charter. It is kind of like your Constitution. It lays out, in a very broad way, what the responsibilities of the City Council are, what the responsibilities of your key employees are, and why we exist as a City; the Charter really lays those issues out. Our Charter will cover the form of government we are, your primary roles, and the composition of the City Council. The Charter is in your big book. We gave you this research manual. It is a good resource, and there is a lot of information about policies and structure in that book, but one of the most important things in the book is the Charter. The Charter will cover the frequency of elections, how you are elected, and if one of you should leave, how you would elect someone as a successor, as well as the term limits of the elected officials. In 1976, the citizens chose a Council-Manager form of government for the City of Port St. Lucie. It is the most popular form of government in the nation. There are cities as large as Dallas that use the Council-Manager form of government. Many smaller cities use this form of government also. It really emulates a corporation to a great degree, with the voters being stockholders, and you, under the Council-Manager form of government, being the Board of Directors. You are the ones who set the general direction of the organization. The City's Charter lays out the roles of the Mayor, each of the Councilmembers, and your two Charter officers, myself and the City Attorney. There are different forms of government, and you've probably seen them in different areas. Some of the very large cities will have a Strong Mayor form of government, where a lot of political decisions and issues are not always made strictly based on what is the most efficient and most effective... Most mid-size and a lot of larger cities do have a Council-Manager form of government, and I would say that most mid-size and smaller cities do have the Council-Manager overall. The Council-Mayor form of government tends to focus where that political leadership is. There are so many interest groups and issues that you can't just run the City like a business. It is a more difficult area. Council-Manager attempts to provide a balance between the policymaking and the administrative function, with a focus on trying to be a more efficient and effective government from an administrative and efficiency standpoint."

The City Manager stated, "I think you all have a pretty good feel for the role of the Council, but it is important to talk about it. As Members of Council and the Mayor, you are the only ones who can provide direction for your organization and your City. The Department Directors, the City Attorney, and I strive to be very good at what we do and our responsibilities, but we don't represent the community, you do. It is a very clear distinction and a very important one. All of you are very skilled people, so you may know how to do that Public Works Director's job, but that may not help as much, because if you're doing his job, you're not doing your own job, which is to provide leadership and policy direction for the community. As your staff, we need you to provide policy direction, because we don't do it; it is not our job as staff. The voters choose you as

their representatives. As a representative, you don't do exactly what the voters say. Part of your job is to be a filter, to look at all of the things that come your way and make your decision, as a representative, based on the best information you have available. You have more information sometimes than other folks would to be able to reach your decision. You are a legislative body and you are community decision-makers. Again, you staff won't be doing that; that is not our job, it is your job. As staff, we need you to provide that leadership and policy direction. In our form of government, the Council makes the decisions. The Council for your staff is three votes. We make decisions by majority. I will tell you from my years of experience in local government, if it is controversial, we need to be careful about going forward on a majority. You need to be really committed, because majorities change. From years of experience, I've had the opportunity to see policy decisions sway from one end to the other when they were just backed by three votes. I would always urge you to at least try to get as much of a consensus as you can, because we, as your staff, will take your policy direction and start implementing it. Sometimes, there are costs involved in that implementation. If you change your mind, there are costs involved to the public in making that decision. That's not to say that you shouldn't, because there may be very good reasons, but we want to make sure that to the best of our ability, we try to bring everybody into the fold in decision-making. You know the pulse of the community and that is something else your staff may not be doing. As you make your policy decisions, we rely on you to have a sense of what the community really wants and needs. Another thing I've observed in my career is that we as professionals sometimes want to try to find the very best from our professional perspective, but that may not be what the community wants. The community may be happy with a stop sign instead of a signalized intersection. You will hear that and you will know those decisions more so than your staff will. We rely on you as the eyes and ears of the community, understanding what the values of the community are, and relaying those values to your staff through your policy decisions. One of the most important things you do as a Council is to hire people to implement your policies. You hire two directly, me and the City Attorney. We have 1,020 or so employees in the organization. What you should expect from me and the City Attorney is that when you set a policy, we implement it thoroughly, as you have directed, and with enthusiasm. That is my commitment to you as what I'm going to do and what I'm going to work very hard to make sure every Department Director will do, that we adhere to your policy. There will be times when one or more of you may not be on the prevailing side of a vote and you will come to me or the City Attorney saying, 'I hate that. Why are you doing that?' Well, it's because it's the direction the Council gave us, so that is what we will do with professionalism and enthusiasm. If we disagree, we hope that we will tell you that while you are making the policy, but once you've made the policy, it is our job to implement the policy. I know you put a lot of thought into hiring your City Attorney and your City Manager, so you've already fulfilled one of your biggest responsibilities. It is now our job as your Charter Officers to make sure we're implementing your policy as expected. This is a very macro perspective, going back to the board of directors concept. The citizens elected you as the Mayor and Council, and you appoint your two charters. It's a pretty simple organizational chart, not very complex at all. It is my job and the City Attorney's job to help you get your policy implemented."

The City Manager asked, "What does the City Manager do? What is my role? I have

some very specific roles under the Charter, so the Charter specifies some things that I am to do as your City Manager. I prepare your budget and provide you with a recommended budget. There is a lot that goes into that, and it is almost a yearlong process now. It is my goal to provide you that recommended budget by the last day in June, and I will try to do this every year. You will have that tentative budget, as recommended by the City Manager, which you will become or are perhaps already familiar with. That is one of the big roles. I recruit and hire the Department Directors. The one that under our Charter requires your approval is the City Clerk, because you are going to work a lot with the City Clerk and she is here to serve you. I recruit and try to recommend the best person, but for the City Clerk, you'll actually affirm that decision. I supervise the Department Directors and they, in turn, supervise all their Division Directors and all their staff. I serve as a counsel to you and as an advisor. Hopefully, we do that well, but you have a lot of counsels and advisors and I recognize. My responsibility above all is to carry out your policies. When you vote and say, 'This is what we want to do, this is a service we want to provide, this is a road we want to resurface, or this is how we want to treat drainage,' it is my job to interpret that, to make sure the Department Directors know the policy, to set up analytics on how we're doing in achieving the policy, and to make sure we get what you've said you wanted done through your policy decision accomplished. One of the things in my profession as a City Manager that is very important is that I give you alternatives and the negatives of those alternatives, but you will make the decision, not your City Manager. We try to provide you the background so that you can make a good decision, but ultimately that will be your policy decision and if you made it, it is a good decision."

The City Manager continued, "I am a member of the International City County Management Association, and in a month, I'll have been a member for 40 years. What sets that Association apart from a lot of other professional associations is that it has a very clear and distinct code of ethics, which is very specific to how a City Manager should behave. As a member of the Association, you are held accountable as a professional manager. I actually chair the Ethics Advisory Board for the State of Florida, and recently, a manager who was a member violated that code of ethics and he is having a public censure. We sent a letter to the newspapers, we put out a new release, and we put a letter to his council saying that this person violated the code of ethics, which is not something I'm ever going to do. This shows the strength of how important those ethical decisions are as professional managers. Again, I will make policy recommendations, just as the City Attorney will. They come from your staff and it is my job and the City Attorney's job to vet them and make sure we're giving you sound recommendations."

The City Manager said, "Under your form of government, I serve as Chief Administrative Officer. Some people call that a CEO, but I wouldn't, because a CEO has all the control and can make all of the decisions. There are a lot of decisions that you have to make, so I am actually your CAO. One of the concepts of the Council-Manager form of government is that we try to take politics out of how these policy decisions are implemented. Policy decisions are political in nature, but how are they implemented? They should be implemented based on fairness, on people being able to see that they are transparent, and that we implement them professionally. That is part of my role as

the City Manager, and I think the Charter makes that clear as well. Again, the policy decision-making process requires a lot of political input, but once you've made that decision, we are to implement it fairly and professionally. We have a City-wide Mayor, and Mayor Oravec is in the unique position of having been a City Manager and a Mayor. There aren't too many of those in the state. We are very pleased that Mayor Oravec has a broad understanding of our local government. The Mayor really sets a tone. He provides the political leadership in the community to provide a focal point for the Council and the community. During Hurricane Matthew, Mayor Oravec was speaking on behalf of the community. That is a role for the Mayor. There are times when I'll speak and there are times when Chief Bolduc may speak on a particular issue, but ultimately, the community wants to be reassured and the Mayor is in a very strong position to provide that kind of reassurance and that kind of broad-based information. As the Mayor knows, he presides at the Council meetings and helps facilitate conversation. You are five individuals. All of you ran for election. You are strong-willed people who like to get things done, and as such, it takes a Mayor to pull you together and make sure you are going in the right direction. I can help a little bit on that, but I can only do that to a certain degree, so I am glad the Mayor is here to do that. The Mayor also serves as a key person in our intergovernmental relations. I know the Mayor is already doing this, but I want the Mayor's help as we do industrial development and economic development in our community. The Mayor also serves a key role there. We often have people who may come in and are considering Port St. Lucie as a location. They want to know that there is not only help from their administrative staff, which is the City Manager and City Attorney, but they want to know from a policy perspective that they'll have a champion at the policy level and that's why it is key that the Mayor be involved in those kinds of issues and that we work together as a team. That is probably the biggest message that I want to convey this morning for new Councilmembers. I am a member of your team and without staff, you won't succeed. Likewise, without leadership from the Council, your staff will not succeed. We cannot be the great City we want to be if you are not performing well, and you won't achieve what you want as elected officials if we are not performing well, so we are partners and we should always have to think of ourselves this way."

The City Manager stated, "You can't read this next slide, but it is in your book. Remember we had that really simplistic graphic with the voters and the two Charter officers? From there, we go down. Most of you have met Patricia Roebling, your former Interim City Manager, and now back to Assistant City Manager. Jesus Merejo is Interim Assistant City Manager. Those two people help me, and certainly all of the Department Directors. In your big book is an organizational chart. I will tell you, I'll be making some changes over the next months based on my leadership style. I am observing and working to see where the gaps are in the organization. I'll be making some changes, but it may just be how people communicate. That is a normal thing when a new City Manager comes on. I will share those things with you, but it is in my realm as your CAO, in order to be able to organize in a way that really meets the needs of the organization and your needs. We talked about how one of the most important things as a new Councilmember is this Orientation. The second most important thing, which is really the most important thing going long-term, is that you have a Strategic Plan. Why is that important? It's important because your staff doesn't know what you want to accomplish

as a Council. Each of you come to the table with burning passions, things that you care a lot about and want to see happen. Your staff works, number one, from the majority direction of Council, but number two, we work best when you really prioritize, when you tell us, 'Of all the important things, these are the most important. These are the ones we really want staff to work on. Even if storms or different things come up, we always want you to be focused on these strategic issues.' We have a Strategic Plan. It is a good plan, although I will tell you, there are a few more initiatives in there than we may need, because it is hard to focus on so many. That is a challenge to you, as we go into our next Strategic Planning Session. The Strategic Plan should really lay out what your vision is as a community, what your mission is, and what the goals are that you think are most important, as the Council, for the City to accomplish. Then, as we get more granular, what are the initiatives that say that we are accomplishing that goal, the things that feed into being able to say, 'We are a safe City. We are a clean City. We are an affordable City.' What are the things you want your organization to accomplish to make sure that you, as a Council, are successful? Remember, the Strategic Plan is your message to the community, and particularly your staff, about what you want to accomplish. You do that collectively. We will have the Strategic Planning Update Session in February. We'll take the existing Strategic Plan, have you look at it, and see if all the initiatives and goals that were identified are still valid. You may want to say, 'I think we've accomplished that. It is already in the day-to-day operations of the Public Works Department. It does not need to be in our Strategic Plan, but here is something that does need to be in the Strategic Plan.' That's what we want you to do in February. The Strategic Plan should be an ongoing long-term document that is updated really every year to make sure that if we've checked something off, we've gotten it done; and if something new has come up in the environment that you know is very important, then we add it. What we need as your staff is to know what your big-picture goals and initiatives are."

The City Manager stated, "We talked about our Vision. This is the Vision that came out of the last Strategic Planning Session, 'Safe, beautiful, friendly City for all ages,' and then there is a description of what that means. We won't go through that all right now, but in personally reading it, I liked the tagline, 'Your hometown,' which really speaks to what I think a lot of people believe about Port St. Lucie. This is where everyone wants to live and thrive. We have Tradition, and the St. Lucie River, a natural Florida experience. We just talked about that on Monday evening, with the CRA. There is a great opportunity with the CRA's Riverwalk Project to reemphasize the natural and historic aspect of the City. Also in there is a vibrant City Center, US 1, and St. Lucie West. This is in your Strategic Plan, which I think you have a copy of in your big book. This one is worth reading, if you haven't read it already. The goals for your Strategic Plan are, 'A fiscally sound City, and a high-performance organization.' That is my goal as well. Part of what we'll be doing as your staff is to do a myriad of things that help achieve that goal. Other goals are, 'A growing local economy; balanced, responsible, and sustainable growth; improved mobility within the City; and expanded leisure activities.' Those are your goals. Your top priorities are, 'A City Communications Program upgrade; and an action plan on Digital Domain, VGTI, Torrey Pines, and the Crosstown Parkway.' All of those are hot items and issues that we are working on. You have a Sidewalk Program, and we are busy interconnecting sidewalks and adding missing

links. Next is, 'A City economic framework.' That hasn't come to the Council, at least not since I've been here, but I think it's very important that as well as having a Strategic Plan overall, that we have a Strategic Plan for our economic growth. After that is, 'Utility Relocation Bill advocacy,' and this is about a year old. Your high priorities are, 'A community report card and metrics,' which I am working on with the OMB Director. Also in that list are, 'The tax rate, City Center, the Riverwalk Extension, and the McCarty Ranch preserve.' A lot of opportunities opened up with the acquisition of that natural piece of property, both for Utilities, and for how we use it as a City. Councilman Carvelli, the next high priority item is, 'A school strategy.' I know that you are very passionate about this issue, and one of the high priority issues already in your Strategic Plan is a school strategy, as well as a Stormwater Quality Plan. Management identified a number of Strategic Initiatives City-wide, which were, 'A City-wide Technology Plan, and Neighborhood Area Plans.' We are a City of 180,000 people, but we are a whole bunch of neighborhoods. People live here and if you ask most people, they can readily identify with their neighborhood. They can tell you where they live and what some of the issues are in their neighborhood, but they might not be able to tell you about the City overall, so it is important that we help people focus on their neighborhoods to make them better. Also on the list is, 'Leisure needs analysis for the next six or so years, and the Crosstown Parkway Linear Park.' Some of these are clearly underway. Your Plan is broken out between top priorities, which are the highest level, and in your next level down were high priority projects, and we have a number of those, both for the Council and staff."

The City Manager said, "I just want to hit a couple of things that are probably not going to be picked up in other presentations, and one of those... For those of you who have owned your own business or have worked in a corporation that wasn't a very big corporation, we have a number of organized bargaining units. As a City, almost all of the employees you see, with the exception of your highest level employees, are in a bargaining unit. That's important, because you may want to talk to me about a policy direction that impacts the employees. Many of those directions have to be bargained. Sometimes, there are good ideas. I will tell you that sometimes, when you give an organized unit a good idea, they will say, 'Give me something for it.' That is the nature of bargaining. There are real positive things about having an organized unit representing groups of employees, but it tends to slow things down a little bit. If you want to go do something different, you have to negotiate, even to the point of asking, 'Can we give you a raise?' You have to negotiate that. It adds a lot of time to the organization. There is a lot of angst at times with your staff. The Human Resources Director is our lead person during bargaining. We have six organized units and it makes life more difficult than what you would find in many states, where there are rules that prohibit local government bargaining units from occurring. Certainly, some of the northern states are very similar to Florida, but it definitely makes things move a little slower. It is good for the employees to have representation, but I want you to be aware that a lot of good ideas cannot be implemented immediately, because we have to bargain those ideas. I mentioned that we have six organized units. The International Unit of Police Association represents our Officers. The International Unit of Police Association also has a Unit representing Sergeants, and a Unit representing Lieutenants, so you have one organization, but they have separate representation for

each of these groups of employees and we negotiate separately with each one. Often, there are common issues that they are all interested in and we are interested in, but there will be things that are very specific to the Lieutenants or the Sergeants. We have the Office of Professional Employees International Union, and they have a Unit that represents Supervisors, and another Unit that represents Professionals. For the general employees, we have the Federation of Public Employees. All Union contracts have to be approved by the City Council. Periodically, the Human Resources Director and I will schedule Executive Sessions, or Shade Meetings, to come talk to you about the general positions and the things the City would like to achieve out of negotiations in order to get your feedback. We talk about what we think we can afford as far as wages. We talk about what the problems are. Are we seeing very high turnover in certain areas, and as such, maybe we are going to recommend that we try to negotiate higher salaries for some positions, or incentive bonuses to keep people here longer. You cannot vote in an Executive Session, but you can give us a feel of the sense of the Council. If we don't have a clear sense, then it's probably something we don't even want to take to the Unions, because ultimately, we have to bring you back a Union contract. The process will be that for a few months, or sometimes, a few years, we will negotiate with the Union. During that timeline, we will give you periodic updates in the Shade Session or the Executive Session. We'll try to get a sense from you as to whether it feels like something you could approve. Again, you don't vote, but you are going to give your staff some feedback, then, the Union sends it out to their members for a vote. It is embarrassing to your Management staff if they send something out for a vote and then, for whatever reason, you didn't support it, so it is important that we know how you feel as we go through those processes. Some negotiations are easy, and some are very complex and difficult, but you have to approve all Union contracts. As you know, probably 80% of our costs are labor. If we're overly generous beyond our ability to pay, it is a problem for us when we have to build a budget."

The City Manager continued, "Just as a high-level on the budget process, I had mentioned to you the timeline coming in at the end of June to provide you my recommended budget. The budget will include some major components. One of the components, which I have asked the OMB Director and Finance Director to be prepared for, is that in February, we are going to come to you with a Council item that talks about our Reserves, our Policies, and where it would be appropriate to spend any monies in any fiscal year that exceed the designated Reserve amount, because I think we need to get this decision made a little earlier so that we get that Policy made fairly early. Early in the Winter Retreat, which is really set up in the Spring, is your sense of whether there is any appetite to raise taxes a little bit and is there something that you feel is so important that you want your staff to . . . ." Mayor Oravec interjected, "For the record, I hope not." The City Manager continued, "... Something that you feel that is so important, you want us to look at ways to fund it, and it may also be reprioritizing. We'll get that kind of feedback from you no later than March, so that we can prepare our budget. We'll ask the departments to prepare their draft budget and I'll get that draft in May, but before that, in April, I want to bring you the Capital Plan, and I will ask you to tentatively adopt a Capital Budget. It gets adopted in final form with the total budget. Capital Plans drive Operating Budgets. If you're going to build a new park, you need someone to operate it, so we want to make sure we're feeding in any operating impacts from the Capital Plan.

You have scheduled on your calendar and on your first meeting, you voted for the Summer Retreat dates. I have one very important request, just one. Please do not schedule your vacation that week. It's on your calendar. We may end up having to add another day, depending on the kinds of questions you are asking. It is critically important that all five of you be present that week. I think it is being held on the 20th and 21st of July. Please, don't schedule any vacation that week. I know sometimes spouses go out and start booking a cruise, but you need to let them know, not that week. The final Budget Hearings... And I will tell you as your City Manager, I want these to be without controversy, and I want them to be smooth and easy. That is when you set your final tax rate. You have two hearings in September. The one thing that makes my blood pressure rise and makes me nervous is when we start talking about major changes in September. We are going to do everything we can as staff to provide you the information, so that when you adopt your tentative budget by the end of July, we are just letting people know what's in it, because if we start making changes then, it impacts lots of other things in the budget. My goal, and I'm selfish, I'll admit it, is for smooth hearings in September. You have your budgets scheduled on September 11th, and September 25th. Those are your first and final readings, and they should be without drama. If there is any way possible, they should be without drama, unless something really dramatic has come up."

The City Manager said, "Mr. Mayor and Members of Council, I've probably gone on a little further than some of the staff was hoping for, but it's my one chance to give you a broad overview of my role and some of the bigger Management and administrative positions and issues that come before you. I will pause there and see if there are any questions, or anything that I've triggered that you want to know more about." Mayor Oravec asked, "Council, are there any questions for the City Manager?" Councilwoman Caraballo said, "Mr. Mayor, I just want to reflect back on when you were going through the interview process. I had the opportunity to meet with many people in the community, and also previously engaged with people in Martin County as well, who told me how impressed they were with your expertise and what you brought to the table. Again, I reiterate my comments from Friday night. I am very excited to work with you. Your presentation was wonderful, and it gave a lot of insight to what you do and how we can be team-players with you and staff. We look forward to it. Thank you." Councilman Carvelli said, "Mr. Blackburn, I appreciate the time you spent with me and the quality communication we've had on several topics, sharing our beliefs and philosophies, and alignment of those beliefs and philosophies. Thanks for the great introduction." The City Manager remarked, "Thank you. Mr. Osenton, you're on."

4. CITY ATTORNEY PRESENTATION

(**Clerk's Note:** At this time, a PowerPoint presentation was shown.) The City Attorney said, "I'm looking at you from this way, and this is also being broadcast. I've noticed that when we have the Invocation, if they use the camera from behind the dais, they're looking at the back of my head. Mr. Blackburn, if you have the clicker, please give it to Ms. Sala. At some point in time, we will need to get Assistant City Attorney Norbraten and perhaps Mr. Mullin on a microphone. If the Council is ready, I can plow right ahead. In case you want to follow along on the PowerPoint, ours in under Tab 13. It is not my

intention to read the PowerPoint, but if you want to follow along, it is certainly okay. We were told that we would have an hour, give or take, to talk about what we need to talk about. You are lawyers, and you have probably heard me say it before, but that means that by definition, our favorite sounds are the sounds of our voices. If we don't use an hour, of course, it will be fine. I want to discuss the mission and structure of the City Attorney's Office, and then Assistant City Attorney Norbraten will jump in and discuss Ethics and Sunshine. We know that you all have been trained on this before, but it is always good to have a little bit of a refresher. We are not going to hit any of this in depth; we just want to make sure that you know when there's an issue, that it's on your radar and triggers in your mind. You may not know the answer, but at least you know that there's been a question raised and maybe it'll give you a moment of pause to think of the ethics issue or the Sunshine issue that may arise. Also, Tom Mullin, special counsel from Nason Yeager, is here as well. There has been a lot of discussion concerning the Quasi-Judicial Procedures that we've enacted, which are under Tab 7. Mr. Mullin is here to answer any questions you may have regarding that, because his firm was instrumental in getting those Procedures put together. Time allowing, if you all so choose, you can ask questions and see if we can answer them."

The City Attorney said, "As far as the Mission Statement is concerned, you see it there, but what is the City Attorney's Office? We are your law firm. We are the law firm for the City and our client is the City Council, and by extension, all the departments of the City. The City Manager mentioned about the City Council setting policy. In my practice, I've always said that it's the client's job to set the goal and it is the lawyer's job to try the best way to achieve that goal. When we keep those principles in mind, it usually works out pretty well. As far as the Legal Team is concerned, there is me. Who am I? You all interviewed me, so I think you basically know who I am. My biography is in the materials. What you need to know about me is that I've practiced law in various forms for about 27 years. I'm originally from a small town in the southern coal fields of West Virginia. I have an accounting degree from West Virginia University and I went to law school in Washington, D.C., at George Washington University. Like I said, I've practiced for about 27 years. Along the way, I was Town Attorney for my hometown, and was the Mayor of my town, which is probably the smallest town in the country. I've also been an advisor to various boards and commissions. You will hear from Keri Norbraten today, who is an Assistant City Attorney. She is also the Police Advisor and works closely with the Chief and the Police Department. Ella Gilbert is a Staff Attorney. She is a somewhat late in life lawyer, but I always call her my future rock star. Once she gets a little more experience, I think she is going to be rock star lawyer. My job is basically to be the managing partner of the law firm that is the City Attorney's Office. I set the policy for the City Attorney's Office, run the day-to-day operations, and manage the firm, if you will. From time to time, I actually get to practice some law. As far as the organization chart is concerned, I am the City Attorney. Below me are the four Assistant City Attorneys. I've already mentioned Assistant City Attorney Norbraten. On the chart, right beside Assistant City Attorney Norbraten's position, is the Labor Employment Assistant City Attorney. It is listed as vacant, but the Labor Employment Assistant City Attorney will be starting on Monday. I'm happy that he's come onboard and I think we've made a very good hire there. There is another vacant Assistant City Attorney, who I am calling the generalist. That position has been advertised and I am hoping we will be able to fill it

within a few weeks. To the right of that is what I'm calling the Senior Assistant City Attorney, our Chief Litigator. I can tell you that there has been an offer accepted in that position. We don't have that person under contract yet, but it seems that he is going to be starting on January 3rd, and again, it is a very good hire. You can see that Ella Gilbert is a Staff Attorney, and we also have a vacant Staff Attorney position, which will be the last attorney position that we fill. Betty Bollinger is our Office Manager and then, you will see the Paralegals and the Legal Secretary. Kim Sala is my assistant, but she is also a lawyer licensed in New York, which is a very handy thing for me as a City Attorney, to have a Paralegal working for me who is actually a lawyer. Chuck Snyderman started a few weeks ago as a Paralegal, and he is a lawyer licensed in Delaware, which is also a nice luxury to have. We have another Paralegal who started this week, and her name is Jennyfer Ladouceur. That's our team as it now stands."

The City Attorney continued, "As far as our current projects are concerned, I am not going to discuss any of these in great detail. First of all, it is ongoing litigation, which would not be appropriate for us to discuss in detail anyway, but I want to make sure that these cases and projects are on your radar and if you have questions about them, we can certainly talk about them one-on-one and we will have Shade Meetings from time to time to discuss strategy. Some of the key cases are ACR; VGTI; the Crosstown Parkway; and Robinson, which is the litigation related to some of the Police Officers. As far as projects, we have the City Center, which is ongoing. We are helping the CRA with things like the Riverwalk Project. Again, Crosstown Parkway is so important that we've listed it twice, under litigation and projects. Legislative affairs is coming up. An issue that is becoming hotter is sober homes, Reasonable Accommodation Requests, and things of that nature. For a lot of these issues, we actually employ outside counsel. Part of my job is to monitor outside counsel for their effectiveness and their cost, to make sure the City is getting what it's paying for. I do want to note that as we bring attorneys onboard in-house, the outside counsel costs should be reduced significantly in the coming months and years. One thing I forgot to mention about the mission is that my mission, and you heard me say this when you hired me, my mission is that the City Attorney's Office in Port St. Lucie will be the best City Attorney's Office in the State of Florida within two years. We just started that process and I think we are on our way to do that. As far as the team is concerned, I've said 1,000 times that I have very good people, I just don't have enough of them. We are in the process of re-staffing the office and I don't have any doubt that we are going to accomplish that goal, certainly within two years and hopefully a little sooner."

The City Attorney said, "As far as our other roles, we are basically general counsel to the City. It could involve advising the various departments on matters that come up, answering legal questions, providing legal analysis, providing legal memorandums, or whatever it is your lawyer would typically do, let's say if you were in the corporate world. We can take real property and acquisitions from negotiation to the closing table and everything in between. We deal with a lot of real property issues. As for labor and employment, especially as we're getting the labor and employment attorney up to speed starting next week, we will hopefully be handling the vast majority of labor employment matters in-house so that it is not referred out anymore. As I mentioned, Assistant City Attorney Norbraten is our Police Advisor and that part of her position keeps her very

busy. She does a great job of providing counsel to the Police Department. As the City Manager mentioned, the City Attorney is one of the two direct hires that you as a Council make. There's good reason for that, if you think about it. You want your lawyer to be independent. You want us to have independent judgement so that we can provide you frank and honest assessments. Sometimes, being the lawyer means telling the client, in this case, the City Council, what you don't want to hear. We need to have the independence to be able to do that. As I mentioned before, you set the goals, so if we're saying you can't do x, but maybe we could do y and get you to where you want to be, we will try to be as proactive and positive as possible and not just being the ones saying you can't do this or do that. If we find a problem, we will also try to find a solution. That's what I had to talk about, so I am going to turn it over to Assistant City Attorney Norbraten and let her talk about ethics and Sunshine."

Assistant City Attorney Norbraten stated, "Good morning. My name is Keri Norbraten. I have been an attorney going on 14 years, most of which have been as a prosecutor, until I joined the City. Now, I am an Assistant City Attorney and the Police Advisor." (**Clerk's Note**: At this time, the conversation became inaudible.) Assistant City Attorney Norbraten continued, "I don't want to belabor anything this morning as far as ethics, Sunshine, and public records are concerned, because I know that you all are familiar with those laws. I just want to briefly touch on some important aspects to put it on your radar, so if anything pops up in your terms, contact me or Mr. Osenton with any issues you may have and know the resources that are out there for you to investigate. In Article 2, Section 8, of the Constitution is our Code of Ethics, which was created in 1968. It is the Sunshine Amendment, not to be confused with the Sunshine Law, which created our Independent Commission on Ethics to investigate complaints concerning breaches of public trust by public officers and employees other than our judiciary. As far as the Constitution is concerned, it doesn't really give you all that much direction. You really need to look to the Codification of Florida Statutes, where you can find that in Chapter 112, Section 3, which deals with elected officials, public employees such as myself, and our procurement employees. The purpose of our Code of Ethics is to ensure that public officials, our local government attorneys, and procurement employees conduct themselves independently and impartially, while not using our offices for private gain, and obviously, that we are compensated as provided by law. I have highlighted some of the more pertinent Statutes, which would include Chapter 112.311, which is the intent of the Code. I always like to look at the legislative intent behind our Statutes, because it gives you direction as to where they're going. Chapter 112.312 has their definitions. Chapter 112.3125 is the prohibition against dual public employment. There are some instances where it is allowed; however, I have yet to see how you work that out, because all of the ethics opinions pretty much prohibit that. Chapter 112.313 is our Standards of Conduct for public officers, employees of agencies and local government attorneys. Chapter 112.3142 is ethics training for specified constitutional officers and elected municipal officers. That is our relatively recent law that requires U.S. public officials to have four hours of ethics training within any given year of becoming a Councilmember. I know that when I first started with the City, I sat in at a presentation at the Community Center with other elected officials. Chapter 112.3143 outlines voting conflicts. Chapter 112.3144 is your full and public disclosure of financial interests, which we will go over a little bit in-depth. Chapter 122.3148 is your reporting and prohibited

receipt of gifts by individuals filing full or limited public disclosure of financial interests and by procurement employees. I frequently read Statutes where I wonder, 'Where are the practicing attorneys that wrote these Statues? How do they think this is going to work?' I read this Statute, and I thought, 'How many attorneys did they have writing this Statute?' It is very fact-intensive. There is always going to be an 'If this, then that' situation with this Statute. If you have any questions in regards to reporting or gifts, please seek advice, because with that Statute, there seems to be so many scenarios built in; it is a very complicated Statute. Chapter 112.149 is solicitation and disclosure of honoraria, which is a little more straightforward."

Assistant City Attorney Norbraten stated, "Pursuant to Chapter 112.3144, Councilmembers are required to file a full a public disclosure of their financial interests with the Florida Commission on Ethics. You are all probably aware of that and probably do that. If you need any help with that, I am happy to help. As reporting individuals, Councilmembers and our local government attorneys are prohibited from accepting . . . ." Mayor Oravec interjected, "We have a question." Councilman Carvelli asked, "Do we file a separate form? When I was a countywide constitutional officer, we filed a separate form to the state. Do we still file the annual form with the Clerk and they record it, or do we file directly to the state?" Assistant City Attorney Norbraten replied, "A municipal officer is a little different than a constitutional officer. Maybe the City Clerk can answer that question. Do you receive those?" The City Clerk replied, "The only form that you file is the form on financial disclosure, which will be sent to you by the Commission on Ethics. It is then returned to the Supervisor of Elections, Gertrude Walker." Assistant City Attorney Norbraten remarked, "Thank you. I just wanted to hit a little bit upon gifts. A gift is defined in our definitions in the Statute. As a Councilmember, I would assume that you are going to have instances where people are looking to not curry favor with you, but have lunches or working lunches and invite you to events. We just have to be careful about how we proceed when that happens, because you have to report that. There are certainly instances where it is perfectly okay for you to accept those things; we just have to make sure we file the correct disclosure paperwork. There is a direct prohibition from receiving those types of gifts from any of our vendors that are doing business with the City. Obviously, gifts cannot be received with the understanding that it would influence your vote. I'm sure I don't need to talk about that, but they make that clear in the Statute. If you go to the Commission on Ethics' website, they really frown on these types of situations. I don't know how much this happens in theory, or what the actual practices are. I know that we, as lawyers, have a tendency to make these value judgments and have not necessarily ever been in that situation. If you are in that position, I would just advise that we go over the Statute and just make sure that we are following the rules. As complicated as the rules may be, they are pretty clearly laid out. There is a cure for accepting anything. If you get into a situation where something has happened and you're not sure whether there has been a violation, the way to correct it is that you pay for the improper gift within 90 days of accepting. The threshold for an improper gift is $100. Anything more than $100 will need to be reported and as I said, receiving anything from a vendor or lobbyist doing business with the City is prohibited."

Assistant City Attorney Norbraten continued, "In doing a brief overview of the Code of Ethics, Palm Beach County has their own Commission on Ethics, which was created in

May of 2009 after a grand jury finding, because of some issues they had with former commissioners. I thought the website was very helpful. They have really broken down the rules and laws in laymen's terms. They have an e-booklet that is a very easy read of only about 20 pages, so you may want to check that out. I personally find the Commission on Ethics' website to not be very user friendly. The Palm Beach County Commission on Ethics actually has ethics opinions on their website, and it seems to be a little easier to navigate, so you may want to check that out in your spare time. As far as voting conflicts are concerned, I know that those do occur every now and again. Voting conflicts are addressed in Florida Statute 112.3143, which says, 'No public officer shall vote upon any measure which would inure to his special private gain or loss. That private gain or loss also cannot inure to a principal by who he is retained or to the parent organization or subsidiary of a corporate principal. It also cannot inure to a relative or business associate of a public officer.' The standard for a voting conflict is: Is there a special private gain or loss? That is really what you will need to ask yourself if you're concerned that you might have a conflict. The case law also uses a size of the class test. One of many is not a special gain or loss, meaning that if you are the only person that is going to have a gain or loss by this vote, there is a conflict and you probably need to remove yourself from that vote, but if you are one of many, there probably isn't going to be. You would be kind of surprised. When I did the research on this, I was certainly surprised as to how many findings there are that it is speculative and there were situations where Council Members didn't have to remove themselves, so it really does need to be addressed on a case by case basis, and obviously, I am happy to help with any questions and research that may need to be done there."

Councilwoman Caraballo stated, "Mr. Mayor, in regards to that, I had heard and want to get confirmation that when we bring out something that is a conflict of interest and we don't vote on it, it could also be an issue of ethics if, for some reason, it wasn't a conflict of interest. Besides proceeding with the opinion of the City Attorney's Office, is it always safe to say we should get an ethics opinion prior to a vote if necessary? What is the best way to go about it? My concern is that going forward, I want to make sure I remove myself when necessary, but also do not expose myself to an ethics challenge if I didn't vote on something." Assistant City Attorney Norbraten replied, "That is correct. If you abstain unnecessarily, it could be an issue. Obviously, you have an obligation as an elected official to vote when you should vote. If that situation arises, I would suggest that we fully vet it through the Legal Office. If there is ever any question, you can contact the Commission on Ethics. I would contact the Commission on Ethics and I would also rely upon the Attorney General's Office. I am comfortable reaching out to the higher authorities. Obviously, you want to be comfortable going forward, and we wouldn't want to put you in that situation." Councilwoman Caraballo inquired, "The follow-up to that would be if we were to vote or not vote on something and it was based upon the opinion of our City Attorney's Office, does the Ethics Board then recognize that we received that opinion based upon our City Attorney's Office and then we would, in turn, be covered, or are we individually liable for not recognizing that it was . . . ." Assistant City Attorney Norbraten interjected, "That is something I don't know the answer to. I would need to research that for you. I can tell you that in practice as a lawyer, yes. If you're receiving the advice of a lawyer that's basically what malpractice insurance... If you suffer consequences because of relying on your lawyer's advice, you

can then sue your lawyer. As far as giving you an answer to that, I'd like to have time to look into it." Councilwoman Caraballo remarked, "Thank you, I appreciate it." Mayor Oravec said, "Let me jump in, as your teammate. When you are seeking advice from the City Attorney's Office, I recommend that you ask for it in writing. I have seen opinions form the City Attorney's Office change between verbal and written opinions. If it's really important, I would suggest that you get it in writing so that you can rely on it and then it came become an exhibit to whatever action you have before you. Ms. Norbraten, at some point in your presentation, I think you said that it was clear or straightforward. I don't know that there's anything clear or straightforward when it comes to Chapter 112 and other areas. We are required to go through the annual training every year, and every year, I wait for practical advice, which has never come." Assistant City Attorney Norbraten replied, "I'm sorry, I don't remember what I said was clear or straightforward, because I don't think there is anything clear about Chapter 112."

Mayor Oravec said, "It is proper just to say that I handed the phone to Councilman Carvelli because as you're presenting the gift law, I'm calling it up. There are distinctions made in gifts from lobbyists, etc., and there is an actual $25 - $100 range. For me, it is easier to remember $25, and you don't have to worry about it, because who is a lobbyist? At the end of the day, if you want to get into the nitty gritty of it and you want to play devil's advocate, everyone is asking for something or lobbying a position. We do not have a lobbyist registration ordinance here that I am aware of, where it is explicit. Is that right? We don't have a lobbyist registration ordinance, do we?" Assistant City Attorney Norbraten responded in the negative. Mayor Oravec said, "That is just an important thing, and also for the Council, I'd like to let you know that I contacted the Commission on Ethics several times and utilized them as the resource they are to get clarification. I've also filed several Conflict of Interest Forms where I didn't vote, for fear of a conflict of financial interest. I was actually advised by the City Attorney at that time that she thought I could vote, but based on my personal feelings, I was worried about the appearance. I spoke to the Commission on Ethics and they advised me. A gentleman by the name of Grayden, a very nice attorney, told me, 'Hey, if that's how you feel, then abstain.' I just wanted to share that personal practical advice, because you will make friends and not-so-much friends out there. I have a couple of people that post on Facebook about me every day and I just know the day will come when they submit something to the Commission on Ethics. Just have all your ducks in a row."

Councilman Carvelli inquired, "On intergovernmental reciprocation, like say you go to the County Fair and you accept a pass to get in, how do we handle those reportings? Are those treated as a gift, or are they treated as intergovernmental reciprocation?" Assistant City Attorney Norbraten replied, "From my experience, and I've been here two years, so I don't have... I've researched this issue previously. Yes, it is treated as a gift. I think the way to handle that is to not accept it, or to accept it and report it. If it's something that we need to address policy-wise, we are certainly open to listening to your thoughts. The Mayor is absolutely right; Chapter 112 is an extremely complicated Statute. There are attorneys that do nothing but specialize in ethics. As far as Councilwoman Caraballo's comments with relying upon your attorney's recommendations for a challenge, I think it's also an area that is not black or white. I always looked at ethics as a lawyer and as a law student, because you take an exam

when you graduate that is basically professionalism, and a lot of it is ethics. You can rely on your gut a lot with these issues, your moral compass, so to speak. If something doesn't sit right, there is probably an issue. If you are calling the Commission on Ethics and saying, 'This doesn't sit right with me, but my lawyer is telling me it's okay,' I don't believe you are going to be penalized for abstaining from a vote because of that." Councilman Carvelli said, "That was my experience. I just went to the Attorney General and submitted it in writing, like the Mayor said. I always put that in writing for the Commission on Ethics or the Attorney General, and ask for opinions. Then, I can submit it at a meeting and offer it up if I felt there was a voting conflict. I believe that if there was a perception of impropriety is part of the law too." Assistant City Attorney Norbraten said, "It is. I think you'd be very hard pressed to find any case law or opinions where an official was penalized for abstaining when they had a rational, reasonable decision for abstaining." Mayor Oravec asked, "Do you think you got through your thought on that, because I'd like to take five?" Assistant City Attorney Norbraten responded in the affirmative.

A break was called at 9:53 a.m., and the meeting resumed at 10:07 a.m.

Mayor Oravec stated, "Before we turn it back over to Assistant City Attorney Norbraten, let the record reflect that I am passing the gavel to the Mayor Pro Tem." (**Clerk's Note:** At this time, Mayor Oravec passed the gavel to Mayor Pro Tem Caraballo.) Mayor Pro Tem Caraballo stated, "Assistant City Attorney Norbraten, we'll hand it back over to you." Assistant City Attorney Norbraten stated, "Moving on to the Government in the Sunshine Law, I know I met with a couple of you, and Councilman Carvelli has served before. Public meetings are obviously discussions between two or more Members of an elected or appointed Board or Committee wherein matters are discussed that could come before such Board or Committee. Obviously, this applies to the Council. We need to make sure that when you are discussing matters that are going to come before you, it is done at our public and noticed meetings. If you ever have any Sunshine questions, again, please feel free to contact me. The case law in this area is really set up to prevent any kind of communication outside of the public arena, so we have to be careful. People tend to get themselves in trouble inadvertently, usually with our email system. I've seen accidents occur with group emails, where you have a Councilmember respond to a non-Councilmember, and then another Councilmember becomes involved in that email. Obviously, that is not a purposeful violation, but really the cause of it is that group send, so I try to avoid that. We need to tread lightly in that area, because they have written this law to prevent any kind of non-public discussion whatsoever. That is really it. There are no exceptions outside of our Shade Meetings and Attorney/Client Sessions." Councilman Carvelli asked, "However, we can speak to the City Manager without going into chain lightning-type meetings and discussions of how we're going to vote, and we can discuss topics with him on a regular basis that are coming up on the Agenda? I'm just doing this for clarification, from past experience." Assistant City Attorney Norbraten replied, "Of course. When you say without going into chain lightning-type meetings, you're saying that the City Manager, the City Attorney, I, or any member of staff cannot be used as an intermediary, which I think we are all familiar with."

Councilman Carvelli said, "Just for the record, I reread the manual last night and there

were some good sections in there on the exemptions that exist. As was mentioned previously, in the Attorney/Client Session, we can go into the latitude that staff gets. This is general public clarification, because they always ask when we are allowed to meet alone, and those are the times, like in Attorney/Client Sessions, where we can discuss direction and latitude with the staff, without voting, of course. We do not vote in those Attorney/Client Sessions." Assistant City Attorney Norbraten replied, "Right, and that guide really is your bible. I rely upon it daily and it is a great resource." Councilman Carvelli said, "I noticed that records were kept with a court reporter in certain cases where there were Attorney/Client Sessions and Shade Meetings of that sort." Assistant City Attorney Norbraten replied, "Yes. As far as Attorney/Client Sessions, you are going to have a court reporter. There has to be a court reporter for an Attorney/Client Session. As far as Shade Meetings, which really refer to your union sessions, although it's kind of become an umbrella term. There will not be a court reporter present for Shade Meetings. The court reporter at the Attorney/Client Session ... What happens in your Attorney/Client Session is privileged, and is not disclosable until the end of the litigation." Councilman Carvelli said, "I reread the manual over and over the past few days, and highlighted some information. If I have any questions, I'll call you. I appreciate it." The City Attorney stated, "I'm going to jump in on this point. Yes, that is the bible and I encourage you to read it over and over, especially as you go forward, but do be aware that just because you are communicating with a member of the City Attorney's Office, it is not necessarily privileged. If you shoot off a message to the City Attorney, it may still be a public record, depending on what type of communication it is. You have to be mindful that even though you are speaking with your attorney, it may still be subject to public records requests."

Councilman Carvelli inquired, "Can I ask a question about public records, or are you going to cover that? I just had a question." Assistant City Attorney Norbraten replied, "Go ahead." Councilman Carvelli asked, "If someone makes a public record request of us on the City Council, what is the correct routing on that? Ultimately, if they make the request of me, I bear some responsibility on that. I've had some issues in the past with the School Board, obviously, and we don't want to lose them in the system somewhere. What is the proper chain to forward those to for carrying out that public record request, if it can be carried out?" Assistant City Attorney Norbraten replied, "Ms. Sala is the custodian for our office. Per the law, everyone is the custodian of their own records. You, as Councilmembers, are responsible for keeping your own records. With that said, your assistants need to be keeping your records. They need to be retaining your records. There are obligations to do that under the law, and I believe they have an obligation to do that as City employees." Councilman Carvelli said, "I did speak to them and they said they were digitally recording them." The City Manager said, "I would like to provide a little bit of amplification. You are out in the community a lot. You may get a public records request that has nothing to do with any document that you've been working on." Councilman Carvelli said, "That's what I was talking about." The City Manager stated, "You have a responsibility to relay that, even though it is not your record. If it's something in the legal arena, get it to the City Attorney or get it to me, and then we will send it out and we will respond. One of the unique things about the Public Records Act is that the request can come in anywhere, it does not have to be in writing, and we have to respond to it. You can get them, but you should relay it to us. It is better

sometimes to put in writing what you think they want and who it was, and we will contact the individual." Councilman Carvelli said, "I just want to be clear. On a verbal request, as you just indicated, I will transcribe it and forward it to you. Would that be the correct routing?" The City Manager replied, "That would be fine. Unless it is a something that is a lawsuit or something, then they definitely need to get it." Assistant City Attorney Norbraten said, "You can always contact me directly. I can tell you that it in the Legal Department, I am the public records guru, for lack of a better word. I know the Statute backwards and forwards. The City Clerk is our custodian for the City so any issues or questions you may have with regards to public records . . . ." Councilman Carvelli interjected, "I appreciate it, because sometimes, representing a District and while out in the community, they ask for a copies of the Utilities budget, at which time I am going to forward it to the City Manager and copy the attorney. That happened in the School District, and there are a lot of exempt records in the School District, obviously." Assistant City Attorney Norbraten said, "You are going to have a lot more exemptions dealing with the School District than you are with the City. The vast majority of our exemptions are with the Police Department, so you are probably not going to be dealing with those. Also, please keep in mind that if you are doing any kind of work-related business on your personal computer, laptop, cellphone, or I-pad, then those could be subject to inspection, so I strongly advise you not to do that. Please use your City-issued devices, because I would hate for something to happen down the road, and then your personal equipment is taken from you, pursuant to a court order. That has happened in the past, which is why I give that advice. I am going to let Ms. Sala talk about public records, because this is also her baby."

Mayor Pro Tem Caraballo asked, "When we have questions similar to Councilman Carvelli's questions, will the ethics training we go through typically help to answer those questions?" Assistant City Attorney Norbraten replied, "If that is the same training that I sat in on when I first started, no. They didn't do anything with public records. I can easily give you some resources, if you want. Pat Gleason is basically the state expert on public records. It is very easy to find talks online that she has previously given. I mentioned to the Mayor that I would advise, as far as ethics training, I think it would be a great idea for you all to attend Florida Bar sponsored training, because I think it would be more in-detail and I think it would give you more working knowledge. That's nothing negative against what you received as public officials, but I just think that if you're going to be required to learn the law, and Chapter 112 is some serious law, why not have an actual practicing lawyer teach that? If it's done through the Florida Bar, it is going to be vetted, because the people that are there are going to be lawyers and we get credit for it, so it is going to have real meat to it." Mayor Pro Tem Caraballo said, "I agree. I think ethics is getting further more complex, and unfortunately, we are starting to see more cases come forward. I think it is important that we protect ourselves, but also protect the public interest as well. We need to have all the information so that we don't make mistakes. I'll turn it back over to you." Assistant City Attorney Norbraten said, "Before I hand it over to Ms. Sala, I'd like to address what the City Attorney said with regards to work product and privilege. I also want you to be aware that the attorney/client privilege in local government is extremely limited, so please assume that what you are sending us via email, written documents, or memos, is not protected. If it's something you are concerned about, a phone call is always safer."

Ms. Sala stated, "Good morning, everyone. Just to give a brief overview of the Public Records Law, the second aspect of the Sunshine Law pertains to public records. Public records are codified under Chapter 129 of the Florida Statutes. A public record itself is a document in any form, so it could be a letter, a memorandum, an email, a note, or anything intended to formalize, perpetuate, or communicate knowledge with respect to the official business of the City. This includes, but is not limited to emails received by Councilmembers, both at your public email address, as well as your private email. Again, as Ms. Norbraten touched upon, you really want to be cognizant of separating out your private, personal use of your equipment to your public equipment. Chapter 119 will govern the maintenance, preservation, retention, copying, and access to public records of the City. Again, if it communicates, perpetuates, or formalizes knowledge with respect to City business, it is a public record and we are required to maintain it. This includes draft documents and notes. If you are working on an ordinance or any type of draft document that you are going to show to someone else for review, the draft, the final, and all of the in-between drafts are all public records and need to be retained. The City Clerk and the Assistant City Clerk in the City Clerk's Office handle the record retention, which goes in accordance with state guidelines, so they can give you more information about how long it needs to be retained and in which manner. The City Clerk is also the Records Custodian for the City, so to go back to the question that was raised about if you receive a public records request, you can forward it to the City Manager, to our office, or to the City Clerk, and we will make sure it gets out to the appropriate departments for response."

Ms. Sala continued, "With respect to what is required under the law, the City is required to respond to all public records requests in a reasonable amount of time. Reasonable is really a subjective standard, and it is evaluated on a case by case basis. If someone comes in and asks for a copy of our budget from last year, it is something that is available electronically, is easily retrievable, and shouldn't take too long to produce. If someone comes in and submits a records request for every single police report issued in the last 10 year, this is going to produce over hundreds of thousands of pages, so the timeframe for turnaround on that is going to be a little more expansive. Everyone must comply with the Records Act, so that includes all of our City officials, all of our City employees, our City Boards, and our volunteers. Again, everyone is required to preserve those records to allow access. Essentially, the key takeaway is please don't destroy your public records. When we respond to a request, I spoke about response times being reasonable under the Statute. City policy that we have in place dictates that we acknowledge requests within 24-48 hours, thereafter, we respond in a timely manner. Response often times includes just relaying costs to requestors. Requestors can make records requests in person, telephonically, or by email. They don't have to give us any information that would identify them, so they can remain anonymous. They do not have to provide us any information with how to even contact them. We have had instances where requestors choose to remain completely anonymous and will just periodically follow up with our office to see if their records are available or if there are costs associated, so we have no mode by which to communicate with them, they just come back to us when they feel like they want to. If the request is for paper copies, we are required to make legible copies. If the request is for electronic documents but the documents are not maintained in that medium, we are not required to provide

documents in the format requested. We're also not required to create documents to respond to a records request. I think that pretty much covers records. Does anyone have any questions?" There was no response.

The City Attorney stated, "I mentioned before that Tom Mullin from Nason Yeager is here. If the Council has any questions about Quasi-Judicial Procedures, it is under Tab 7. It is not really the time for discussion of the rules and any type of deliberation, but if there are any questions, I know this has been an area of some discomfort, if you will, with it being new. We are all learning this and quite frankly, when we get to the meeting on the 12th and we have all these Quasi-Judicial Proceedings, hopefully, by the end of that meeting, we will all be able to do it in our sleep, but in the meantime, we are all learning this. If the Council has any questions for Mr. Mullin, now would be a great time to ask." Mayor Pro Tem Caraballo asked, "Council, are there any questions for Mr. Mullin?" Mr. Mullin said, "If it might help, I certainly could make a five-minute introduction on the Quasi-Judicial Procedures, or if you prefer, I could just be available for questions." Mayor Pro Tem Caraballo asked, "Council, would you like an introduction?" (**Clerk's Note:** The response was inaudible.) Mayor Pro Tem Caraballo stated, "Go ahead, Mr. Mullin."

Mr. Mullin stated, "Again, my name is Tom Mullin and I am with the law firm Nason Yeager. I am actually your Planning and Zoning Board Attorney, so I sit on the Board and provide counsel to Planning and Zoning staff and to the Planning and Zoning Board Members through the actual meetings or if they have any questions offline. I know a few have experience in other local governments and the one takeaway that I wanted to give you all on the Quasi-Judicial Procedures is that there is no right way to do it. It is just important that you provide procedures that ensure fundamental fairness to all parties, and this is about due process, Constitutional due process. You are affecting property rights. You are affecting businesses. There was a Florida Supreme Court case 23 years ago that really started to define what a quasi-judicial issue is. I know you have a lot of paperwork, so I won't get into it with too much detail, but a quasi-judicial action is one which affects a limited amount of property or a limited amount of people, and is the application of policy, rather than the setting of policy, so we're really talking about land use issues. It could be Land Use Plan amendments, Site Plan amendments, or Rezonings. There is a whole suite of decisions, but only a few of those actually constitute quasi-judicial decisions. It was the City Council that originally requested the City Attorney's Office and the Planning and Zoning Department to come back with procedures. These issues are still being debated today, even though there was a case from over 23 years ago that said it was recommended that you have these procedures. When do you do a Quasi-Judicial Procedure? Some cities do it at the Planning and Zoning Board level, and they don't do it at the Council level. Is that legal? Well, it is, because you've provided due process. Is it recommended? Probably not, because most interested third parties are going to wait for the big meeting in front of the Council, rather than going to Planning and Zoning. That issue hasn't been tested in a case yet, but there are cities that only do quasi-judicial at Planning and Zoning. There are cities that do quasi-judicial at the first reading. There are cities that only do it at the second reading. There are cities that do it at both. Is there a right way? No. All that needs to be done is that you have Quasi-Judicial Proceedings at one of the Public Hearings."

Mr. Mullin continued, "Not to spend too much time on it, because I know you didn't offer any questions, but there are four main points I want to leave with you all as to what the changes are that came about because you now have Quasi-Judicial Proceedings. Number one, third parties can now be deemed an intervenor, and be given party status. They are afforded the same amount of time to make a presentation as the applicant themselves or City staff, but to obtain third-party intervenor status, they have to show that they have some right or that this project is going to impact them greater than the general public. You're talking about an adjacent land-owner or a neighborhood association. It is going to be pretty obvious, but that request and designation as a party intervenor has to be made to the City Attorney's Office, and then the City Attorney has to say, 'Yes, they have some interest that is greater than the general public.' That's number one, you now have the potential for third parties to have another seat at the table and be granted the same amount of time to make a presentation and everything else. They are now allowed to bring forth witnesses or their own experts, if they choose. That goes into my second point. This, I think, scared staff a little bit, but there is now the right to cross-examine witnesses. When you hear cross-examine, you think, 'Oh my goodness! Is this going to be like a trial? Are we in court now? This seems crazy.' No, and I told the Planning and Zoning Board and Council that the day-to-day is not going to change. Maybe this comes up a couple of times a year, if even. I've rarely seen cross-examination come up, but you are preserving a record, and it is about due process. If you have a Traffic Engineer that is coming and making a statement about the lack of impact to traffic because of the applicant's project, the third-party intervenor should have the right to ask that Traffic Engineer on the record, 'What about xyz?' The right to cross-examine witnesses is the second major point. The third is really more about you all now. There is a requirement that you disclose ex-parte communications and that is important, because your decision is based on the record before you. It is not based on the meetings that you had with the applicant when they went and did their rounds with the Councilmembers or did their rounds with the Planning and Zoning Board Members, because that is not part of the record. That is not something that can be questioned by the third-party intervenor. That is the important issue here. That third-party intervenor doesn't know what was said before you. There is nothing wrong with having ex-parte communications, you just need to disclose them and it needs to be clear that the decision you're making is based on the record before you and not on these ex-parte communications you had. That is part of the process, which has been handed out to all of you, so I don't need to get into it. There should be a reading before each quasi-judicial section of the agenda, where there should be a brief statement made by me at Planning and Zoning, or the City Attorney at the Council meetings. The fourth point I want to make is that all speakers who intend to speak on an item for which there is a quasi-judicial hearing must be sworn in. there was an initial debate on whether they should be sworn in before each item, or sworn in all at the same time. My recommendation, which I think is being followed, is that you swear all potential speakers in at the same time. You have a section of the agenda, and it did require a reformatting of the agenda, so that all quasi-judicial decisions are sort of lumped together, and when you get to that section, there is going to be a statement that is read by the City Attorney. After that, the City Clerk will swear in... Everyone in the room will have to stand up and be sworn. Then, when the witness comes up and speaks about the item, whether it is staff, the applicant, or the third-party, they must state on the record whether they've

been sworn in. I don't know if any of you appeared at some of the Council meetings over the past couple of months, but we had a few hearings where there were more people coming to speak about an item than could fit into the Council Chambers. Those people that were standing in the hallway weren't sworn in, because they weren't in the room to raise their right hand. That's an extreme example, but it's a recent one. The swearing in should have been an issue where you make sure the person was sworn in. If they were outside of the room at the time of the swearing in, then they need to be sworn in at the podium before they speak."

Mr. Mullin said, "Again, I will repeat the four main points. Party intervenors are afforded the same rights as the applicant and the staff; cross-examination and the right to cross-examine the witnesses to preserve a record and due process; ex-parte communications, which is probably the biggest change for you all, and disclosing that you had meetings with the applicant, not staff. This would be the applicants or third-parties. You don't have to disclose meetings with staff. They are there to meet with you and provide any information, so it is not meetings with staff, it is people outside the City. The fourth things is the swearing in of the witnesses. Without spending any more time, I am certainly available for questions, either here or offline." Mayor Pro Tem Caraballo said, "Thank you. I have a host of questions, which is probably not appropriate at this time, for time reasons. Obviously, it would not be respectful to staff who have been waiting to introduce themselves to Council, and we have a lunch coming up. Mr. City Attorney, I personally would like to ask if I could meet with Mr. Mullin in the future to be able to go over this in detail, because I do have a lot of questions." The City Attorney replied, "Absolutely." Mayor Pro Tem Caraballo inquired, "Does the Council have any questions?" There was no response. Mayor Pro Tem Caraballo said, "I'll hand it back over to the City Attorney."

The City Attorney said, "Just very briefly to wrap up, because I know we've gone beyond our time, I want to thank the Council and everyone here in attendance today for their attention. I hope that we have told you some things about the City Attorney's Office and some of these laws that you don't already know. I realize that ethics and Sunshine are not necessarily very exciting things to talk about, but if you get accused of violating ethics or Sunshine, your job is going to become very exciting, so our job is to prevent that from happening, if at all possible. Unless there are any questions for me or anyone from the City Attorney's Office, I will turn it back over to the Mayor Pro Tem." Mayor Pro Tem Caraballo asked, "Are there any further questions?" There was no response. Mayor Pro Tem Caraballo said, "Thank you very much, Mr. City Attorney. Mr. City Manager, I will turn it over to you for Staff Presentations. While we're getting ready for that, we have a number of departments. Obviously, we want to give you a little bit of a briefing of what each of them do, and let you attach a face with a function. We are going to try to go through this fairly fast, and have each presentation be 15 to 20 minutes at the most, so that we can try to get out of here. I know that I have to leave about 4:30 p.m., so I'm hoping that works for you, too."

5. STAFF PRESENTATIONS

BUILDING DEPARTMENT – Joel Dramis

(**Clerk's Note:** At this time, a PowerPoint presentation was shown.) The Building Official stated, "I am the Building Code Administrator, also known as Building Official, for the City of Port St. Lucie. February 8th of next year, I have served in this position for nine years. January 25th of next year will mark 29 years of employment with the City. I am joined here today by two of my employees, Tracy Valure and Alphanette Waters. These folks are definitely a key example of having the right people in the rights seats on the Building Department bus. They are the ones that get ideas every day and put them into action to make things work in the Building Department. It is a little uncomfortable for me to sit and talk, because in my other life, I am a teacher and a preacher. If at some time, I jump up and start walking around, talking loudly, that's just the other Joel coming out, and I'll do my best to try to contain that as much as possible. The Building Department is an Internal Service Fund, or as some used to call it, an Enterprise Fund. There is a separate fund where all the money is collected and all the monies for our expenditures come from building permit fees and related services. They can only be used to carry out local government's responsibility for enforcing the Florida Building Code, as outlined in Florida Statute 553. Building permit fees cannot be used to retire municipal debt, fund capital projects, or meet budget shortfalls other than the salaries and needs of the Building Department; however, the Building Department does pay for services from other departments, such as the Finance Department, OMB, and Procurement. We pay other departments in the City for our share of their costs related to services for us, to the tune of about $467,000 per year. Any additional fees are to be reserved for future, as outlined in Florida Statute 553, in case of times of budget shortfalls. We just saw during the Un-Great Recession that we all lived through, the extra funds that the Building Department had collected over the years helped to carry us through times of very low fees for the Building Department. One little caveat is that we do have the opportunity, and even though the money is in the Building Department Fund, the money is lendable or borrowable to the City for other services, so long as it is in a borrowing fashion. We did that many years ago to fund the golf course and the golf course building. The Building Department lent that money to the City, and the City paid it back over six or seven years."

The Building Official continued, "Within the Building Department, we create, track, and maintain five separate budgets. The revenue collected from building permits in Fiscal Year 15/16 as on September 8th, so we weren't totally through the year yet, was a little over $5,083,000. The Building Department also collects all the impact fees for the City and county. If we add all those numbers into it, we collected somewhere around $22 million this last fiscal year. Among the different divisions, our Permit Division is one of our fastest moving divisions. They are responsible for the initial processing of all permits. Last year, we processed on average about 2,800 permits a month, and about 4,200 customers. In total, the Building Department has about 10,000 customer encounters in the course of a month, added up through all the divisions. They issue Certificates of Occupancy; the collect impact fees, which get transmitted to the Finance Department, who then breaks it out and pays the money to all the different agencies; and they are also in the process right now of digitizing all documents on file. We have 2,000,000 documents that have digitized within the last year and a half, and about 3,000,000 to go. They also processed 2,000 public records requests for plans and surveys, just in Calendar Year 2016, and of course, we are not through that yet, so it'll

probably be somewhere around 2,400 or 2,500 public records requests. These are sometimes things for surveys or plans, but not all plans are public record. Public buildings are not public record. Also, some documents, forms, and plans are restricted and some folks have chosen to restrict their public records, because maybe they are police officers or former police officers from another jurisdiction. Even our local Police Officers have the ability to restrict those public records. Also, areas where people are going to congregate, such as the Mets Stadium or Tradition Hospital, are restricted from public records. This next slide is kind of hard to see, but being a numbers guy since 2008, I track permits on a daily basis. You can see that if we go back to 2008, the numbers hover right around 1,000 per month. Now, in the last year, we are at about 2,300 to 2,800 permits in the course of a month."

The Building Official stated, "Our Contractor Licensing Division is the folks who go out onto the sites and make sure that the contractors are licensed, as required by City Ordinance, and also in Florida Statute 489. Last year, they conducted about 6,700 licensing investigations, they issues 284 citations for unlicensed contractors, and they generated about 1,439 cases. We currently license 1,770 contractors in the City of Port St. Lucie and last year alone, we had 505 new license applications. Our Inspections Division, which Ms. Waters supervises, inspects all permitted work for compliance by contractors. Inspectors are licensed for their specific trade. Many years ago, you would hire a Building Inspector, and he inspected electrical, plumbing, and air conditioning, but that is not so anymore. Florida Statute 468 identifies that different inspectors have to have different amounts of experience and pass certain exams in order to be an inspector in different disciplines. Some permits require one inspection, other permits can require 300 or 400. Tradition Hospital is up to about 1,200 permits for Phase II, and we are only about ⅓ of the way through that. The total number of inspections conducted in 2015 was 51,000, and in 2016, as of early September, we were up to about 57,000, so we will top 65,000 inspections this year."

The Building Official said, "Next is our Plan Review Division. Once the plans come into Permitting, they would head over to the Plan Review Division. They have to review every single plan, other than the over the counter permits, to double check the calculations of the engineer and make sure that the submitted plan complies with not only the Florida Building Code, but also complies with City Ordinance. They calculate, in some cases, the impact fees, and in 2015, this small staff reviewed 11,500 plans. As of October of this year, they are at 8,264. Part of the reason for that is that we moved more plans to over the counter issuance and a lot of our projects now are a lot bigger projects. The Administrative Division supports the services of all the other five divisions. They are responsible for all the clerical functions, processing refunds, payroll, daily cash reports, they track all the compliments and comments to the Department, and they also help with all the public records requests, training and education, the monitoring of all the daily activity, and the facilitation of our accrediting process."

The Building Official stated, "As far as current projects, it used to be that we only had one or two current large projects, but now, we are up to about five or six and we have several future projects waiting in the wings to come through. As far as future plans for the Department, the Building Department embarked on an ambitious task about a year

ago to become an accredited building department. Currently, there are only four building departments in the State of Florida that are accredited. This is a third-party certification, which requires review and analysis to determine whether we've met all the requirements set forth in the accreditation criteria. This would, in effect, make us one of the best building departments in the area of timeliness, accuracy, and customer service. I'm happy to say that we have met all the criteria; we are just waiting on a hearing for the actual accreditation to be awarded. This will make us one of four in the state, one of 20 in the United States, and one of 24 in the world to achieve this certification. We are also working to achieve continuing education approval to teach contractors. Every contractor in the State of Florida, like most professions, are required to take a certain amount of continuing education credits in every two-year biennial cycle. The Building Department is seeking to become a licensed provider of that education. Rather than the contractors going elsewhere to get trained, they'll get trained by us, because we are the ones that are regulating the business. We're also in an effort to become a 100% paperless office."

The Building Official continued, "As part of our public outreach, our biggest public outreach is in our PANDA computerized software system that we have. Just a real quick plug for that, four years ago, I was approached by the City and they said, 'You need to go and buy a computer program, because you guys are falling behind.' We searched and searched, and several counties to the south of us and several counties to the north of us told us that we needed to spend $1 million and buy a program that they had. We decided on a better route. We contacted our folks at MIS and actually wrote our own program for $0 that is the envy of all the other cities and counties that told us to go with theirs, because now they're dumping their program and trying to get a hold of ours. We have a superior program that is called PANDA and we could probably have a whole presentation just dedicated to that. Part of our public outreach is our Realtor Assist. We created a realtor training program. By the way, we are actually licensed by the State of Florida, the Florida Real Estate Commission. We are the only government agency in the State of Florida that is licensed to teach real estate professionals. We also have Commercial Assist, which is a training program that we teach for commercial agents, or leasing agents. We have a special training program for them, teaching them what to look for, what the pitfalls are, what to do if you go to lease a space and there has been illegal work activity. We also have our permitting class to teach contractors and lenders how to take out permits. We have a contractor licensing class for individuals who want to become a licensed contractor, but don't know how to work through the paperwork and details of that. These are all free. Our newest program is our Red Tag Elimination Program. We are the first in the world to have this type of program, and we know that because we searched the internet for a month trying to find someone else's program to borrow it, and we couldn't find any, so we have our own program. We've been successful in eliminating construction rejections and red tags by 60%-90% over just a three-week period. We are seeking to become licensed by the State of Florida to teach contractors continuing education and also, as part of our outreach is our stakeholder meetings. As part of our accreditation, the Building Department sought out nine different stakeholders. These are groups like plumbing contractors, electrical contractors, and swimming pool contractors, and we conducted stakeholder meetings with them. We bring them in and ask, 'What can we do to make your job easier? What can we do to make doing business with us a better experience?' What we found is that what we

actually thought they needed or wanted was not what they wanted at all. In some cases, they didn't want permits to be coming out as fast. In some ways, they didn't want as much notification. In a lot of ways, they wanted more ways to communicate with the Department. We've also found that different contractor groups wanted different things. The electricians wanted one things, the residential contractors wanted another thing, and the plumbers wanted everything. It helped us to get a grasp on the individual groups and not treat every contractor the same, but treat the different stakeholder groups based on their individual needs. We conduct these meetings twice a year. We also conduct follow up meetings, and monitor communication with them throughout the year as part of our public outreach. That is it. Are there any questions?"

Councilman Carvelli asked, "What is the attendance like at the stakeholder meetings? Do you have a good turnout? Do you invite the Treasure Coast Builders or the Chamber? Do you get large groups?" The Building Official replied, "We always invite the Treasure Coast Builders, because we are one of the few building departments that is actually a member of a builders' group. It's kind of like the fox being invited to the henhouse party, but nevertheless, we are part of the Treasure Coast Builders, we are active members. They are always invited. I will tell you that the electricians come out in full force and the mechanical contractors are all there. The swimming pool contractors, not as much. The screen enclosure folks, not as much. We keep reaching out to them and we communicate with them through our PANDA Program." Mayor Pro Tem Caraballo asked, "Are there any other questions?" There was no response.

CITY CLERK'S OFFICE – Karen Phillips

(**Clerk's Note**: At this time, a PowerPoint presentation was shown.) The City Clerk stated, "Good morning, I am the City Clerk, and in the audience is Sally Walsh, the Assistant City Clerk. I know most of you are familiar with me and Sally, due to the election process and qualifying as candidates. Mayor Pro Tem Caraballo is a former Councilwoman, so some of this will be repetitive, and you are very familiar with it, but I will try to go through it as quickly as possible. The City Clerk's Office currently has a staff of eight employees. We are budgeted for nine employees and we have an open position for a Records Request Coordinator, which we are hoping to have filled by January. The staff is divided into two divisions. I have four ladies in the Recording Division, and I have four ladies in the Records Division. We are part of the General Fund budget, but as you can see by the budget posted there, most of our expenses are personal services. The operating expenses are probably paper and copying fees. We don't build bridges and we don't have any big projects that require equipment; it is usually paper and copying."

The City Clerk said, "The Minutes Division, as I like to call them, are the group of ladies that are responsible for attending all of the City's Board and Committee and City Council Meetings. They are responsible to schedule and calendar the meetings, to post the agendas electronically and in City Hall, they prepare the meeting rooms, they attend, they record, and then they come back to the office, put a headset on, and sit for hours and hours and type. Our transcription is 99% verbatim, and that has been a preference of the City Council in the 23 years that I have been here. Council has been approached

several time to go to summary minutes or action agendas, but they have always decided to stick with the almost verbatim minutes, because they are used for referencing so often; they do a lot of research on old minutes. They also process the minutes for signature to make sure we get them signed once they are approved, and they distribute them to all the responsible parties. We currently have approximately 17 active Boards and Committees, in addition to the City Council Meetings, and the City Council sitting as the Government Finance Corporation, the Zoning Board of Appeals, and the Community Redevelopment Agency. As stated earlier, we have six different unions. All of those union meetings are recorded and transcribed, in addition to many of the other Boards and Committees."

The City Clerk continued, "The other division in the office is the Records Division. The Assistant City Clerk, Sally Walsh, is the key person over the ladies that work with records. We are responsible for every piece of paper that every employee creates, whether they hit the 'print' key, or they type it and save it, because that is how the state's policies work. Everything created by this entity, the City of Port St. Lucie, is a public record and needs to either be archived or accounted for in some fashion, if it is disposed of. Just to let you know, the Police Department is separate from the unsworn civilian City employees and City records. They do, within their walls, the same thing we do, but with their Police records, because it is governed by two separate sets of rules. When I speak to records, it's everyone with the exception of the Police Department; they have their own Records Division that handles law enforcement. Throughout all the City departments, there are what we call Records Coordinators, and every department should have someone responsible for their records. It is usually the person on the bottom of the totem pole, because no one likes to box and index records and keep track of them, but somebody has to do it. All the departments will maintain their records, usually for a year, and then they transfer them over to us. When they come to us, they are usually boxed and indexed and we will decide whether they are going to storage for archives or whether they can be disposed of if they've met retention requirements by the State of Florida's Records Management Laws. We have three storage facilities we use if they are to be archived. On Kail Street, there are two shell houses and records from various departments that are retrieved often are kept close by, so they are kept at Kail Street, and the ladies in the Records Division will transport them back and forth. Anything that is going for a long-term archive will go through Archives Management, which is an approved facility for storing records, located in Palm City off the turnpike. You may see their huge, three-story building from the turnpike. They will keep track of records and let us know, in conjunction with us letting them know when they are to be disposed of, and then we will make arrangements for destruction. We have approximately 3,000 boxes in the storage facilities on Kail Street, and I am going to say that we are up to close to 8,000 to 10,000 over in Archives Management. Our Records Management Program is very active. We dispose on a yearly basis. We were in limbo for at least seven or eight years with a lawsuit that I believe is still active, so I won't mention any names, but there was a records hold on every piece of paper, so for approximately seven years, we put it in boxes and stored it. Just within the last nine months, we are getting permission from the attorneys involved in the case for destruction. We are destroying as quickly as we can, but due to the legal hold, we have a huge amount of records in storage."

The City Clerk stated, "The next division responsibilities, which fall with me and the Assistant City Clerk, we share them, is the preparation of agendas for the City Council Meetings. The decision of what is placed on a City Council agenda lies with the City Manager, but once he has made that decision, those documents are then transferred to our office for placement on the agenda. The agenda format is laid out and designed in the Council Rules. We have Proclamations, Special Presentations, Consent Items, Ordinances, Resolutions, New Business, and Unfinished Business. We receive the items from the City Manager, and we are directed as to where they are placed on the Council agenda. As Councilmembers, if you want something on the Council agenda, the City Manager is the man to see. Let him know what you would like on there and then he will relay that information to us. In relation to the Quasi-Judicial Procedures and some of the new things that are coming down the pike, when you review your Council Rules, the format of the agenda may be something you want to look at to maybe move some things around or change some of the titles to make it easier to work with, with the different types of items we've been receiving. If you've watched some of our recent agendas, you'll notice that the Mayor has to move a lot of items around or bring some to the front because they are related to each other, so it is just some food for thought when you all get to that discussion. We receive the items and we scan them, because we try to be as electronic as possible. We distribute your packets electronically, and the information is available electronically on the City's webpage. We work with the Communications Department to make sure that those items all get published to the webpage, not just for the City Council, but for all the other Boards and Committees as well. Some of the other departments are also responsible to get their backup material onto the City's webpage. Planning and Zoning is one such department; they load all of their backup to the City's webpage. We try to be as transparent as possible in all of the backup that is coming to the meetings that we have. We put it out there for the public on the City's webpage, along with all of our agendas."

The City Clerk continued, "One of the things some of you may be familiar with from watching previous Council meetings is that the City Clerk's Office has the responsibility for the Residential Streetlighting Program. This is a topic we could probably have a meeting on all by itself, so I will just lightly touch on it. The Residential Streetlighting Program is part of our City Code under Chapter 161. It is currently being reviewed by Greg Hayden, one of our outside counsel, so at this time come January, you will probably not see these on the Council agenda. Every January, you will see four or five Streetlighting Areas on the Council agenda for approval by the Council. All it takes is one resident on a street to request streetlights, and this begins the process. I receive that request, and we take a look at the street at the boundaries, and decide where we are going to draw the line from Point A to Point B. That, in turn, goes to the Traffic Engineering Department and they will go out and look at the layout of the street and the poles that have transformers. They make their best professional estimates on where lights should be placed, and the separation is every four lots. We then take these maps to the City Council for approval of the boundary. Once the City Council approves the boundary, ballots go out in the mail and the residents along that boundary vote whether they are in favor of or against the streetlighting. The decision is based on the ballots that are returned, so if I mail out 50 ballots and I only receive 14 back, I can only calculate the vote by the 14 ballots I receive back and 50% plus-one determines whether it is

successful or not. It comes back to the City Council again in May as a Resolution, because it is a Special Assessment and goes onto the property owner's tax bill and then it moves on to the Property Appraiser and the Tax Collector, to be placed on those bills appropriately. It is very controversial; for every resident we have that wants a streetlight, we have a resident that does not. Usually, when they start showing up on the agenda in January, no one is happy. Everyone is sighing, because we get unhappy residents that don't want streetlights. As I said, they are doing some revisions to the Ordinance which creates Chapter 161. It is not on the process side, it is more on the assessment/ad-valorem side, with some language being tweaked. Until the Ordinance is finalized at the Second Reading, I don't want to bring these forward; I would rather that be completed before the process is started, so you may get a week or two reprieve." Mayor Pro Tem Caraballo asked, "Did you say that it is about a week or two outside of the January date when we think we might be . . . ?" The City Clerk replied, "Mr. Hayden is currently working on it. We could see it on the agenda for First Reading on December 12th, with the Second Reading during the first meeting in January. Like I said, the changes were minimal, and it was just verbiage related more to the assessment and the ad-valorem." Mayor Pro Tem Caraballo said, "So we are going to have a lot of fun with Quasi-Judicial and Streetlighting in January."

The City Clerk stated, "The next slide is in relation to the City Council Elections. I don't think I need to give you too much detail on that, as you've all just completed that process. As the City Clerk, my main responsibility is to qualify the candidates, and by qualify, it means to verify their City residence and that they have met out Charter's residency requirements. One of the new things we started with this previous election was to make it available for the candidates to file their reports electronically. I've had many election cycles where the candidates would come in and ask, 'Why can't we do that? Why do we have to submit our reports on paper?' This, year, with the help of Gertrude Walker, the Supervisor of elections, we were finally able to accomplish that and the candidates, or their treasurers, were able to file the reports from home, at their ease, on the computer, like all of the other elected officials do. I hope that worked for you, and we will be continuing to do it that way, rather than the old-fashioned way, with pieces of paper. I think that's all you need on elections; you are pretty familiar with those."

The City Clerk stated, "These are the ladies from the Minutes Division, who attend the meetings and do the recording and transcription. The lady in the yellow-green sweater recording this meeting right now is Jeannette Baeza. The others are April Stoncius, Denise French, and Calleigh Myers. You will see them at various Board and Committee meetings, or at the City Council meetings. In addition to having approximately 17 active Boards, we also have many inactive Boards that are in abeyance right now, but could be called on at any point. The Affordable Housing Board is usually reactivated once a year. The Budget Advisory Board is in abeyance. The Civil Service Appeals Board is as we need them. Charter Review can be brought back together at the request of the City Council. The Districting Commission is something that we bring together every ten years or sooner, if we have a huge flux in population. The last time we did this was when the Tradition Area started to fill out. Honorary Recognition has been in abeyance, as well as the Public Art Advisory Board, in which changes were made to that process.

The ones listed on the PowerPoint are the ones we are currently working with now, in addition to the City Council, the Community Redevelopment Agency, the Governmental Finance Corporation, and the Zoning Board, which are the Council."

The City Clerk said, "The additional responsibilities that lie within the City Clerk's Office are the operation of the City Hall Mail Center. We act as the United States Postal Service for City Hall, and all the departments. We meter all the outgoing mail, and we receipt in and distribute all the incoming mail. Of course, we back-charge the departments, based on whatever their postage is for that month. We also administer the City Code Book, which is the Municipal Code Book. It is probably as thick as the binders you have on your table for today's meeting, and is a compilation of all the City's Ordinances. As the City amends or adds changes to the Code, it is our responsibility to get that to Municipal Code, so that they, in turn, get it online for anyone out there who is searching Port St. Lucie Codes. The paper copies of our City Code Book are updated quarterly. The online versions usually take about four to six weeks after they receive the documents from me electronically. We also process the plats produced by the Planning and Zoning Department for my signature and the Mayor's, and we courier those to the St. Lucie County Courthouse to have them recorded. Other than answering all kinds of questions that come in, and if you need something, finding the right person or department with the answer, that pretty much sums us up in a nutshell." Mayor Pro Tem Caraballo responded, "Thank you, Ms. Phillips. I appreciate the City Clerk's Office and everything you've done for us, from the beginning of the process to every little thing. Are there any questions or comments from Council?" There was no response. Mayor Pro Tem Caraballo remarked, "Thank you so much, Ms. Phillips."

COMMUNITY REDEVELOPMENT AGENCY – Bridget Kean

(**Clerk's Note:** At this time, a PowerPoint presentation was shown.) The Community Redevelopment Agency Director stated, "My name is Bridget Kean and I am the CRA Director. I have been with the City since 2005. I started in the Planning and Zoning Department and worked up from that to Principal Planner and then CRA Director. The CRA is also in the Planning and Zoning Department. The CRA is a little bit different, because we don't have a Mission Statement, we have a vision statement. For the CRA, the vision statement is really the Redevelopment Plan for the... Actually, it's the one I handed out to you. It's the Redevelopment Plan for the US1 Corridor. The idea is that the CRA will be one of the central gathering places in the City and it is going to create an identity for the City, as well as having several different districts to serve the current and future population. As part of that, you have the City Center Project, which is in the CRA, and you also have the ... Under the CRA, for the CRA Board, you serve as the City Council on the CRA Board. The CRA's legislative power comes from Chapter 163, Part 3 of the Florida Statutes, and it was actually called the Community Redevelopment Act of 1969. Under that Act, it does allow for a City Council to serve as a CRA Board, versus appointing a separate CRA Board. In the City of Port St. Lucie, the City Council is the CRA Board, and the City Manager is the Executive Director of the CRA. Then, you appoint a CRA Director. Also, the way it is set now, there is also an Assistant City Manager, the Community Development Director, which the CRA answers to. As I said, the CRA is located in the Planning and Zoning Department, and the CRA shares one

Administrative Assistant with the Department, so it is one employee, plus 0.5, because that employee is shared with Planning and Zoning."

The Community Redevelopment Agency Director continued, "The funding source for the CRA is called Tax Increment Financing, or Tax Increment Revenue. Basically, when a CRA is established, it is established through a process where you take the geographic area of a city that is in decline, and you do a study. In that study, the State Statute outlines what the requirements are and you have the options of trying to meet the statutory definition of slum or blight. When you look at those definitions, they are not what you would think of as slum or blight. They are defined by the state, and that could have to do with how a city is laid out, the platting, the size of lots, drainage issues, and an area where you have more of a vacancy rate. In some cases, when it is a slum, you have more crime, but for the City of Port St. Lucie, it's more of a blight issue and like I said, based on the statutory definition, not what you would think of as blight when you look at a dictionary. What then happens is that you have an area where there is a geographic boundary, and it is really a mechanism where the taxes that are collected in that geographic... The year you establish a CRA, it freezes the taxes, so the City and the county collect the taxes based on, in this case, what it was in 2001. The increment that goes on from year to year, as the property taxes rise, the money is then collected in the CRA and instead of it going to general City-wide funds, the money stays within the CRA in a CRA Trust Fund and you can then use that as a revenue source for physical improvements, and is some cases, incentive. The City of Port St. Lucie has two Redevelopment Fund Bonds, one in 2004 and one in 2008. The 2004 Bond was used to do improvements along Lennard Road, Hilmoor Drive and Grand Avenue. The 2006 Bond was for the City Center Project. The TIF Revenue we collect as a CRA is then used to pay off these bonds that the CRA issued. Just this year, we refinanced the CRA Bonds, so now we have the 2016 Refunding Bonds, which saved the CRA a significant amount of money and also lowered the payments each year."

The Community Redevelopment Agency Director stated, "In the City of Port St. Lucie, there are three CRA areas. The first area is the US1 Corridor, where the Civic Center is. It runs basically from where Wal-Mart and Sam's Club are, up to the City Limit to the north, which is a little north of Village Green Drive. It includes the Industrial Park, and goes all the way east to Lennard Road. The second area is Port St. Lucie Boulevard to the North Fork of the St. Lucie River, and the properties the City owns on Westmoreland, north to around Lyngate Park. That's what we call our CRA Expansion Area, and it occurred in 2006. In 2011/2012, the Southern Grove Development of Regional Impact that is on I-95 and Tradition Parkway was also added to the CRA. For Southern Grove, the City does have an Interlocal Agreement with Fishkind and Associates. They are the ones who are responsible for what is known as the Southern Grove Community Development District #1, and they assist the City in implementing the Redevelopment Plan for Southern Grove. As part of that agreement, the City transfers the Tax Increment Revenue that we collect in Southern Grove to the Southern Grove CDD #1, and then they use those funds to help with the special assessments on the properties in Southern Grove. This next slide is a bit hard to see, but this shows you the CRA map. The US1 Corridor, then west on Port St. Lucie Boulevard to the Riverwalk is known as... The idea there is that the Port St. Lucie Boulevard/US1 intersection should

be a gateway into the City of Port St. Lucie. Then, you can see Southern Grove. This is a map for the CRA Expansion Area, and as I said, it is a gateway district. The, you get to the River, where we have the Riverwalk Project we are working on now. This is the map for the Southern Grove DRI. Basically, the Redevelopment Plan for Southern Grove matches the DRI. In the Southern Grove area, the CDD helps the City. They also are responsible for helping the City initiate this DRI Plan, so they work with the Planning and Zoning Department, and the CRA, as well as working to help bring economic development to Southern Grove. I should add that from the CRA's perspective, Southern Grove already has its own Design Standards Committee, and with the assistance of Anne Cox, the Assistant Planning and Zoning Director, she does the review of all the projects in Southern Grove, so that helps. I am one person, so I don't have to pay as much attention, because I know that we are getting assistance already from Fishkind and Associates, and Planning and Zoning."

The Community Redevelopment Agency Director continued, "For the CRA, this is the budget for Port St. Lucie Boulevard and the US1 Corridor, which is considered the Eastern CRA. That is one budget, but when you get to Southern Grove, it is a separate budget and a separate district. One thing I should point out for the budget for the CRA in the eastern portion is that because of the amount of the Redevelopment Trust Fund Bonds that we have. At this time, the CRA does not collect enough Tax Increment Revenue to cover all of the funds that it has to pay out for the debt, so the City is assisting the CRA. There is a contribution from the City's General Fund, and there is also a contribution from Parks' MTSU Fund, which is basically going with the idea that the City is purchasing the Civic Center and Village Square from the CRA."

The Community Redevelopment Agency Director said, "As I said, one of our current projects is Riverwalk. We had a meeting last Monday, and we are having a meeting again on Monday, so you are all familiar with that project. Culpepper and Terpening, and Lucido and Associates are our consultants on this project, along with the grant from the state for assistance with site and design work. As you know, we held a public Charrette in March of 2015 to come up with a design for the property. At the time, the Council's guiding principles for the development of the Riverwalk were: don't overdevelop, future development should complement the River's surrounding uses, and the desire to incorporate a historic component into the design. The AIA assisted us in developing a Conceptual Plan and holding the Charrette. I don't want to spend too much time talking about this, because we've already talked about it. Another project of the CRA is the area known as City Center. As I mentioned, the Redevelopment Plan recognizes or envisions the CRA as being a central gathering place. One aspect of the Redevelopment Plan is that it specifically looked at the US1 Corridor, and it identified this area that was the former Village Green Shopping Center as the location of the City's Town Center. This slide shows what the Village Green Shopping Center used to look like in the 1980's. I remember it when I first moved here, right before it was torn down. The City signed a Redevelopment Agreement for the City Center and the project was to be built in four phases. The City was responsible for review and assisting the CRA. The CRA itself was responsible for the offsite infrastructure improvements and land assembly, as well as building the parking garages and half the cost of the Civic Center. The private sector partner was to be responsible for all of what we call vertical

development, or the retail, restaurants, and multi-family residential that was supposed to be built there. Unfortunately, this project was under review and going to be built around... We completed the construction of the Civic Center and all these infrastructure improvements in 2008, and we all know what happened in 2008. The economy went down very fast and it did have a very big impact on this project. The next slide gives you a timeline of the issues associated with City Center. I know that you are meeting with or may have met with Azlina Goldstein-Siegel and John Fumero. I should point out that they are our special legal counsel, Nason Yeager, and are representing the City right now with City Center. The biggest issue with our City Center Project is that the private developer did not move forward, and then the private developer turned around and sold the property, without the City's input, to someone who came to the City with a plan of how she was going to develop it. We never really heard from her again, and the next thing we know, we found out from the SEC that she was fraudulently collecting money from investors for an EB-5 program. I don't want to go into all the details, as we will have future CRA meetings, but just know that the City is represented by outside legal counsel and if you have questions about that, Tom Mullin is here. They have been working with the Receiver and Ms. Goldstein-Siegel and Mr. Fumero are in constant contact with the Receiver. The Receiver has been working with the City and wants to make sure that we find a mutually agreed upon developer that will help the City move the vision for this project forward. One of the things you also need to understand about the City Center Project is that not all of the property is owned by any one entity. The City owns 12 parcels, which are in yellow. The Lily Zhong parcels are in blue, and then we have three parcels under private ownership, which are the ones in green that are on the US1 Corridor. B. Davis Ventures owns the parcels that are pretty much at corner of Walton Road and US1."

The Community Redevelopment Agency Director stated, "In August of 2015, we conducted a market study for the CRA. The market study looked at the potential for development along the US1 Corridor, as well as with a special emphasis on the City Center Project. What came out of it is that the City Center Project, as envisioned with the degree of intensity for development, was probably unrealistic in today's market, but it did give us an idea of what kind of demand is out there. One thing I would like to talk about with the CRA Board, going forward, is that we haven't updated the US1 Corridor Plan since 2001. With the market study just being completed, I've met with the Economic Development Council, as well as the Treasure Coast Regional Planning Council, and they may be able to assist us in working together for an Economic Development Plan or an Economic Development Strategy for the US1 Corridor. I know that the City Center is a very important project, but if you look at the US1 Corridor when you are looking at the Port St. Lucie Boulevard/US1 area, we are starting to see some changes there. Teleperformance just moved in, which is great, but we know that Kaiser University is going to relocate out west to Southern Grove. I haven't talked to the City Manager about this yet, but I would like to discuss the idea of doing a plan for US1. I did kind of speak about this with the Economic Development Council when we had a previous City Manager, but I would like to update you on that. If you have questions, I am happy to answer them." Mayor Pro Tem Caraballo asked, "Are there any questions for the Community Redevelopment Agency Director? Ms. Kean, if possible, I would love to get an update on the US1 Corridor as well, because that consists of a lot of my

District." The Community Redevelopment Agency Director replied, "Yes. I know that you about the Golden Corral . . . ." Mayor Pro Tem Caraballo said, "Yes, it would be wonderful. Are there any other questions?" There was no response.

COMMUNICATIONS – Kristina Ciuperger

(**Clerk's Note:** At this time, a PowerPoint presentation was shown.) The Communications Director stated, "Good morning. Thank you for the opportunity to present. I am the Communications Director, and I have been here for six months, which I am very excited about. I want to give you an overview of what the Communications Department is all about. Our Mission Statement is that the City of Port St. Lucie's Communications Department is dedicated to aligning with the Strategic Plan; establishing a brand; increasing awareness of the City's message, programs, and events, through a variety of mechanisms, including media, social media, and the website; as well as engaging with the community. Our organizational chart, as it stands right now, includes me as the Director. We have three staff members under the productions side, who supervise not only Port St. Lucie-TV 20, but all of the videos and the video material we produce for social media. We have a Public Information Officer, and we just made an offer for the Communications Liaison position yesterday. She has accepted the position and will be starting with us on January 3rd, so I am very excited about that. Kim Koch is our Office Manager. We have a Web Content Specialist and a Graphics Coordinator, who does all of the graphics and the marketing material for the City. That is our official organizational chart, but I wanted to show the unofficial organizational chart, which better describes who we are as a group, and what we do. I think that visual is a thousand words in itself that tells you what we are about."

The Communications Director continued, "The next thing I wanted to cover is what we really do. As Mr. Osenton said, the Legal Department is a full-service law firm in-house. We would ultimately like to become a full-service communication agency for the City, which covers everything from social media to the website, marketing materials, press releases, flyers, internal messaging and covers for our internal messaging, so a ton of collateral material. What I did want to share with you are recent accolades, which are very important, because communication is key and one of the key mediums that has surfaced is social media and how we communicate on social media. I wanted to let you know that on Facebook, we currently have over 6,400 followers and that represents a 60% increase in the last six months, just from the efforts we have done to put communication out there. That is a big deal, because it is a lot of effort and it really shows us that many of our followers and the public are tuning in to us through social media. We also recently launched the Police Department's Facebook page in July and since then, we have had over 100% increase in our followers because of the collective information we put out to the community. We reach over 7,500 residents through our Next Door communications. We launched our LinkedIn page in July, and it has had over a 100% increase, with over 2,000 followers on LinkedIn. We launched our Instagram page, where we put up photos and images, in July. It has also had over a 100% increase, and we have hundreds of followers on there. What we don't really depict on here is one of our biggest projects that we just kicked off and launched to be going throughout the first part of 2017, which is the complete rebuild of the City's website.

That is going to be a big undertaking. We are partnering with all of the departments, including MIS, very heavily to make that happen. Another way I would like to show you what we do is this video, which you may have seen, but I wanted to share it with you, because it does speak to the City of Port St. Lucie." (**Clerk's Note:** A video was shown at this time.) Mayor Pro Tem Caraballo said, "I have probably seen that video 10 to 15 times, and every time I see it, I just want to smile. I want to commend the Department for that, because I love that video." The Communications Director replied, "Thank you. That was the goal, to sum up Port St. Lucie so we can use this to market it to a potential business, to people that want to move here, or to anyone wanting to come visit or for recreational purposes. It sort of covers everything and that was the goal we were trying to achieve with that."

The Communications Director stated, "Here is our budget for the last couple of years. We are currently up to nine employees at this time, and are potentially looking to add potentially one more to our staff. We are funded by the General Fund. Here is a list of some of our responsibilities, but that is only just scratching the surface on what we really want to do if we want to become that full-service in-house agency. We do newsletters, publications, all of the media requests, all of the PSLTV-20 programming, all of the public meetings, the City's website, any special project that is assigned to us, the creative designs, the graphics, and videos. We also do a radio show that is a TV show now, not to mention social media, community programming, events, photography, and Communication Plans for other departments with their special projects. As far as primary goals, we have a lot. Again, the most important thing for us is to align with the Strategic Plan, because communication is one of the top priorities. For us to increase the City awareness, it is absolutely key to use the mechanisms that people want to communicate with us on, and we have to understand what those avenues are in order for us to deliver the information they want to see, in the way the public would like to see it. We want to establish consistent internal and external communications. We want to establish design consistency and a conceptual identity for the City. We want to partner on different projects in the City, which we can help promote. We want to enhance overall City presence, including the website, which we are going to be doing and looking very much forward to launching towards early summer. We want to continue to increase our social media presence and engagement, because as we have seen, we've received tremendous response back from the community on that. We want to continue to improve all of our radio, t.v., and video production; marketing of the City's services; and very importantly, promote best practices, so we want to apply for awards and apply for speaking engagements where we can represent what the City is doing and share with other cities some of the things we've mastered and have been recognized for doing very well. That sort of helps us set the benchmark, where other cities come to us and ask us, 'How did you do that?' As earlier mentioned, PANDA is something that is a big success for the City, so how do we market that and how do we help other cities maybe follow suit and take recognition of that and come to us? We want to become the leader. We want to be the best Communications Department, right after the best Legal Department. How do we do that? It sort of has to be because we are servant-leaders; that is what we want to be. We want to be exceptional at what we do, to provide the best possible customer service to our internal departments, to the community, to our Council, and to all of the communication that has to go out at the state level as well. We want to be

proactive and ahead of the curve, and we want to be very approachable and innovative forward-thinking partners to everyone we serve. This is our contact information. We do have several different emails and you can find us any which way you would like, hopefully in the future, with texting as well. That's my presentation. Please let me know if you have any questions."

Mayor Pro Tem Caraballo remarked, "Thank you. Council, are there any questions?" There was no reply. Mayor Pro Tem Caraballo stated, "Council, I think we can get one more in before lunch. Would that be okay with you guys?" (**Clerk's Note:** The response was inaudible.) The City Manager stated, "The Civic Center Director can tell you more about the Civic Center, and I hope she can help you understand more of what we do and what some of our opportunities are, as well as what the exciting potential is."

CIVIC CENTER – Kathleen McAlpine

(**Clerk's Note:** At this time, a PowerPoint presentation was shown.) The Civic Center Director stated, "Good morning Pro Tem Mayor, Council, and staff. I am the Civic Center Director and I've been here about nine months. I don't have any babies yet, but we have made quite a bit of progress. Welcome to the Civic Center, I hope you are enjoying your time here today. I purposely did not put all of my slides up here today, although what is in your packet is relevant. I figured that you have them there for reference, so if you have questions, please call me or come visit, but in the interest of being conservative with everybody's time, I just chose to look at certain ones. Looking at our Mission Statement, one of the things I think it very relevant and important about the Civic Center is that we provide room space. That is a little bit of a different model than has been in the past. We rent space, and I will talk a little bit more about how that impacts us, but we always want to host outstanding events in an outstanding event space, and help people be successful. That is very integral to what we're doing."

The Civic Center Director continued, "About the Civic Center and what's different, the Civic Center was formerly a division of Parks and Recreation. We were established as a stand-alone department in March of 2016. Some of what we do sometimes conceptually gets tangled up with Parks and Recreation, so I kind of wanted to bring that out today and if you have questions, we can talk about it. If you have a doubt, think, 'They rent space.' When you see those lovely City-wide events here, it is all to the credit of Parks and Recreation, which is Mr. Conrad and his staff. We're a place and we do support some of that with staffing, but that is all their effort and wonderful work. Our business model is that we focus on building revenue through community recognition, targeted marketing, and subsequently increasing event rental sales. We just started our Sales Department about six months ago, and we have dramatically increased revenue, going into future years doing that, which I will talk about a little bit later. This year, because we became a Department mid-fiscal year and for future reporting needs, we didn't want to mess that up, this is our first budgeting year. You will see when you get your reports, you don't have benchmarks from the past, because now the Civic Center is stand-alone. You will also be seeing that we have sort of a pro forma from 2015/2016 of a profit and loss statement, which I know the Council has wanted to see for a long time. We worked very hard with Parks and Recreation, Finance, and Budgeting to put together a little

more formal version of a P&L so that going forward monthly, you can kind of see how the expenses and revenue flow. I think that for a long time, there is going to be a mix with Parks and Recreation and the Civic Center, but hopefully, we will be able to call it out, so you will be able to see it a little more easily."

The Civic Center Director stated, "Our greatest strength is our staff. They are dedicated, they are hardworking, and they are all very excited about moving the Civic Center towards increased profitability. A little bit about our division responsibilities in our Department: we have three divisions. Administration takes care of facilities, features, and grounds. We will fix the building, we will fix infrastructure in the building and make sure that things like the interactive fountain are working correctly, and we take care of the grounds. We also have a Building and Facilities Maintenance Division. I am actually working on moving that to an Event Services Division, because they are not really about building maintenance. They set up events, they take down events, and they do some minor fixing here and there, but mostly, their jobs are about keeping this building in a state that it is rentable, and changing its configuration frequently to be amenable to what people are doing in our building. Then, we have our Hospitality Department, which is where we have our marketing, sales, and service. Catering is also overseen from this Division. With those three pieces, that is our Civic Center."

The Civic Center Director said, "We have many funding sources, the biggest piece of which is through room rental. The City does get a portion of funding from food sales, a little bit of ATM revenue, and some City recycling proceeds, but we also rent stuff. When you rent a room here, you get tables and chairs, but sometimes, people want a stage, audio/visual equipment, ramps, curtains, pipes, drapes, computers, projectors, and all kinds of stuff, so we rent that. I am excited to announce that we are within about 45 days of being able to offer box office ticketing and online ticketing, so now, people can still come to Civic Center to purchase their tickets if they'd like, or they can purchase them online or on their smart phones. They no longer have to have paper tickets, and we are excited about some of the efficiencies that will make possible. The other thing we are working on is naming rights, sponsorships, and donations. I wanted to do a quick snapshot of what our revenue sources have looked like in the past two years, so that you can see the difference. The next slide is the difference in the budget. I know that it stands out enormously. The big difference is how much money is budgeted towards this building in this fiscal year. We are busy fixing things. During the Recession, we all kind of just hunkered down and took care of what absolutely needed to be taken care of. Deferred maintenance in a building of this size that gets this heavily used has a cost to it. Since we haven't had that for eight or nine years, here it comes. We are trying to be very careful with how we fix things and how we repair things, and being thoughtful, but that is what you are seeing in those line items, the cost of replacing carpet, putting things back on the building, fixing the building, and equipment that wears out."

The Civic Center Director said, "I'll discuss some of our big projects. I know that early on, at the transition of the Council, we started talking about the foam banding on the Civic Center. We are upgrading the security camera system inside the building, in the parking garage, and outside, so that we have a good idea of what is going on all the

time. The interactive fountain is another thing. We need to look at how that is functioning and get some new parts into it to make it work at its full capacity. Then, we have some updating to do. You are sitting in the Emerald Ballroom today. The front part of the building houses our Ruby Conference Center. It needs a little bit of paint, and we are looking at needing some carpet, but in the end, it has been maintained beautifully. There are just some things that we need to fix as we move forward."

The Civic Center Director continued, "These are some of the accolades we've gotten. We are uniquely situated here in Port St. Lucie, because we have the largest elegant venue on the Treasure Coast. If you want to be able to do an event as big as what we can do here, your other options are Palm Beach or Daytona. We can accommodate the largest ballroom space, the largest contiguous meeting space, and from a real estate perspective, we've got location over everybody else, so we are very excited to have those advantages. Our food service provider has won awards and continues to. The last award was for top caterer of 2007. We recently won a Macaroni Kids award for our attractive fountain and a lot of families come and use that throughout the warmer months. We've become active in many business resource organizations. I've been an active member of the International Association of Venue Managers, which includes civic centers, conference centers, and sometimes theaters, so that we are looking at best practices industry-wide, and making sure that we make good decisions for what we're doing here in Port St. Lucie. I've also been an ICMA member for about 10 years, so I stay active in how we blend this interesting mix of a business model with City government, and make sure we do that wisely. We belong to many chambers of commerce on the Treasure Coast, and attend meetings regularly. We go to other networking meetings as well, and we are also going to event planner conferences. We are looking for all of the avenues to bring business here and help people understand how to do business with us here at the Civic Center. On this slide, there is contact information for me, and our Hospitality Manager, Laura. If we can answer any questions for you at any time, please let us know."

Mayor Pro Tem Caraballo asked, "Are there any questions?" Councilman Carvelli replied, "I have a question. I appreciate your presentation. I did notice that some of the costs are going up significantly on the projected budget, but on the revenue side, they are not as proportionate. Do you foresee future revenues increasing with the structure you are putting in place?" The Civic Center Director replied, "I do. When we made projections, I didn't know what business was going to look like, but I am seeing it come in. One number that I'm excited to share with you, and which makes me confident that the revenue will very much be exceeded in the coming budget year is that last year, as we looked at October coming into the fiscal year, we had about $80,000 of revenue on the books for the year, going forward. I've been here for nine months and we've had a sales person actively pursuing business for six months. In October of this year, going into the coming year, we had $180,000 of revenue on the books for business. It is a remarkable increase, but I just didn't know how to project that going forward, and I wanted to remain conservative. I think you will be delighted in the end with the results you see this fiscal year." Councilman Carvelli asked, "In the long-term?" The Civic Center Director responded in the affirmative.

Mayor Pro Tem Caraballo asked, "Are there any other questions?" The City Manager replied, "We had planned a brief Walking Tour around the Civic Center, but we are running a little bit behind. If you are fairly familiar with the building, and I hate to shortchange the Civic Center Director, but maybe we can take a 30 minute break from your lunch, and we can give you some time to make a phone call if you need to. If you're good, we can start back at 12:30 p.m. If you're still eating, we can have the next department go ahead and get started with their presentation, but that way, we can catch up a little bit." Mayor Pro Tem Caraballo asked, "Council, how do you feel about that?" Councilman Carvelli replied, "I'm fine with it." Mayor Pro Tem Caraballo asked, "Are you suggesting that we come back from lunch at 12:30 p.m., or just the Councilmembers?" The City Manager replied, "We have food next door. Grab your meal and eat here at your seat. We'll try to keep the lunch within the 30-minute timeline, so by about 12:30 p.m., we are going to start making another presentation, if you're comfortable with that." Mayor Pro Tem remarked, "Absolutely. Really quickly, Ms. McAlpine, I just want to say that I am very excited, moving forward, to see the box office and online ticketing, as well as the naming rights, sponsorships, and other creative ways to find funding sources. I know that has been a discussion point on the Council for a long time. I'm very excited to hear about how that works out and how we are able to take care of that. We will break for lunch. Expect to be back by 12:30."

A recess was called at 11:56 a.m.

(**Clerk's Note:** After the meeting had been recessed, the Community Redevelopment Agency Director stood and spoke.) The Community Redevelopment Agency Director stated, "Pardon me for just a second. Just to wrap this up, I forgot to mention, and this wraps up for the Communications Director and the Civic Center Director ... Our Communications Department worked with us on a brochure for the City Center, of which you have a copy. If you want to see their work, and you want to see information, we do have these."

Karen A. Phillips, City Clerk

Jeannette C. Baeza, Deputy City Clerk

COUNCIL ITEM 7A
DATE 1/23/17

CITY OF PORT ST. LUCIE
CITY COUNCIL SPECIAL MEETING MINUTES
DECEMBER 2, 2016

A Special Meeting of the CITY COUNCIL of the City of Port St. Lucie was reconvened by Mayor Pro Tem Caraballo on December 2, 2016, at 12:30 p.m., at the Port St. Lucie Civic Center, 9221 SE Civic Center Drive, Port St. Lucie, Florida.

1. MEETING CALLED TO ORDER

2. ROLL CALL

Council Members Present:	Councilwoman Jolien Caraballo (Mayor Pro Tem) Councilman John Carvelli Councilwoman Stephanie Morgan
Council Members Not Present:	Mayor Gregory J. Oravec Vice Mayor Shannon Martin
Others Present:	Russ Blackburn, City Manager O. Reginald Osenton, City Attorney Patricia Roebling, Assistant City Manager James Angstadt, Public Works Director John A. Bolduc, Police Chief Carmen Capezzuto, Director, Neighborhood Services Roxanne Chesser, Public Works Kristina Ciuperger, Director, Communications Sherman A. Conrad, Parks & Recreation Director Anne M. Cox, Assistant Planning and Zoning Director Joel Dramis, Building Code Administrator Edwin M. Fry, Jr., Finance Director/City Treasurer Bill Jones, MIS Director Bridget Kean, CRA Director Bradley Keen, Assistant Parks & Recreation Director Mike Lubeck, Code Compliance Manager Kathleen McAlpine, Civic Center Director Brad Macek, Assistant Utilities Director Hannah Melton, Software Development Manager Jesus A. Merejo, Utility Systems Director Thomas O'Reilly, Assistant Director, Finance Karen A. Phillips, City Clerk David K. Pollard, OMB Director Jerome Post, Human Resources Director Jeffrey Power, Risk Management Analyst Sarah Prohaska, Public Information Officer Donna Rhoden, Commercial Development Manager Patricia Roberts, Deputy Director, Parks & Recreation

Cheryl Shanaberger, Procurement Management Department, Director
Patti Tobin, Planning and Zoning Director
Chris Valure, Assistant Director, MIS
Denise M. French, Deputy City Clerk

STAFF PRESENTATIONS (CONTINUED)

FINANCE DIRECTOR - Ed Fry

The City Manager said, "I just want to let you know how much we appreciate your patience and your attentiveness. There is a lot of information, and certainly, you can see a lot of pride from each of the department directors, so we thank you. Sometimes it is more than you wanted and sometimes not enough. Next up is Mr. Fry, our Finance Director. Mayor Pro Tem Caraballo said, "Good afternoon, Mr. Fry." The Finance Director said, "Good afternoon, Ed Fry, Finance Director and City Treasurer. A little interesting history as to how that evolved: In the Charter there is a requirement for a City Treasurer, so at one point there was a City Treasurer and a separate individual who served as the Finance Director. Those two positions were combined a number of years ago, and this is why I get the rather lengthy title of Finance Director/City Treasurer. Additionally, I wanted to introduce Tom O'Reilly, the Assistant Finance Director. If you can't find me, find him; he'll help you out with anything in the Finance Department."

The Finance Director said, "I'm just going to go through this quickly. (**Clerk's Note:** Mr. Fry began his PowerPoint presentation.) Our Mission Statement is to safeguard the assets of the City and to provide financial information to the City Council, City Manager, city residents and other interested parties. Part of the safeguarding of the assets is that we keep an inventory of all the Capital Assets of the City and require all of the departments to conduct an annual inventory. Then we go through and do a spot check of it. We have confirmed that the City Civic Center does exist; we checked that off our list to make sure it's verified."

The Finance Director stated, "Going through our organization, it's a little tough to see, there are a lot of people on there - a total of 28 individuals, including me, in the Finance Department. I know that the back-up material you have has a little bit more extensive information, but I just wanted to hit some of the highlights here. I really want to focus on the responsibilities of the Finance Department and its various divisions. Starting off with our Accounting Division, this is the one that keeps track of all the Capital Assets throughout the City. We prepare a monthly financial report, and we also do the annual financial reporting. We do the payroll; so, yes, you're getting your paychecks from us. We also prepare our Comprehensive Annual Finance Report (CAFR), which is the audited financial statements. One thing I would like to talk about is that I look at the Finance Department as being the historians. We tell you we got the money, we spent the money; whereas Mr. Pollard, the Director of OMB, is the one who tries to forecast what we going to get next year and how we're going to spend that money. I know there is a lot of confusion in terms of what Mr. Pollard handles and what I handle. Look at it as

the one who forecasts the future and the one who tells you what really happens. That may help you figure out who does what in terms of the finances of the City."
The Finance Director said, "Our Business Tax Division is responsible for collecting business taxes from all business throughout the City. That is a recurring annual process. The notices go out in July, and taxes are due prior to the beginning of the Fiscal Year October 1st. That tax is pretty significantly dependent on the type of business. Home businesses are a little less, but you get to some of the major businesses, like Wal-Mart, Sam's, it's certainly a lot more. The next division is our Property Assessment Division. This division accounts for all the ad valorem taxes that are collected and remitted to the City by the Tax Collector. We also maintain all the assessment rolls for the Special Assessment Districts; we have, at this time, 12 Special Assessment Districts. In addition, we have the Special Assessments for the Street Lighting, Solid Waste and Stormwater. For all of the assessments, we use what is referred to as non-ad valorem method for collection. The assessments are included on the tax bill. The Tax Collector collects those assessments, along with the ad valorem taxes, and remits them back to the City.

The Finance Director stated, "Our next division is our Retirement Division. This division manages all of the retirement plans of the City. The first three, the Police Pension, general employees, and the Florida Retirement System, are the retirement plans. We also offer a Deferred Compensation Plan, which a number of our employees participate in. This division assists all of the individuals with the various retirement plans, and we provide education seminars throughout the year. Our Treasury Division is the one that is responsible for the collections and disbursements of all City funds. Every day, we account for all the funds being remitted to the City or collected in the various departments and record them in the financial records, so we can keep track and Mr. Pollard can see how we are doing on our revenues compared to budget. Additionally, we write checks twice a week, on Wednesday and Friday. As the funds come in, we invest those funds very conservatively. We do have an Investment Policy that was approved by the Council, and that serves as our guideline for investing the funds. We also collect liens that are imposed by the City. Once those are paid, we do the Release of Lien. The Treasury Division is also responsible for long-term debt management and for the preparation of the Annual Financial Report. That's a quick highlight of the different divisions."

The Finance Director said, "Here are some of the projects we currently have going on. We are coordinating a home-based business showcase. We do that here in the Civic Center every year. We were trying to get that going in late January, but it looks like, because Ms. McAlpine's group has done such a wonderful job of booking the facility, it may end up moving into February. We feel it's a great opportunity for home-based businesses to be able to highlight the services they have available. It is generally pretty well attended. We will be starting the audit of our Fiscal Year 2015/2016 Financial Statements next week. The auditors come in, it seems like they spend their lives with us, but they don't actually, they usually spend about a total of eight weeks with us. We generally have our CAFR completed and issued by the end of February. As you are aware, we are currently working on the sale of the General Obligation Refunding Bonds, Series 2016, and those will refund all of the currently outstanding 2005 and 2006

Bonds."

The Finance Director continued, "There are a couple of things we are working on going forward. We are working with MIS developing an online application for Business Tax. Right now, it is paper-intensive, and it requires people to come into the office. We'd like to set it up so that once they are registered with the City and paying the Business Tax, we would send automatic renewal notices to them all year. They'd be able to pay it online and it would help out in terms of them having to come back to the City. That is one good thing that we're really looking forward to having in place. Our goal is to have it in place before the next renewal period."

The Finance Director stated, "We always monitor the outstanding bonds and where the bond market is, and if there are any opportunities to refund the bonds in compliance with the City's Debt Policy, then we bring it to the Council and start moving forward with it. For our Special Assessment Districts, most of them were Capital Projects, as we collect additional Special Assessments from those Assessment Districts, we go ahead and start pre-paying the principle on those bonds to get those paid. This is something we've been doing since the beginning of the Special Assessments. The final thing we are working on is trying to get a paperless timecard system. Currently, pretty much everybody is doing it by paper. What we'd like to do is get an automated system, so we're working on getting that in place, getting it up and running, hopefully, by the beginning of the next fiscal year. That is a quick review of the Finance Department."

Mayor Pro Tem Caraballo said, "Thank you, Mr. Fry. Council, questions or comments? None? Mr. Blackburn." The City Manager said, "Jerome Post is our Human Resources Director. As I mentioned earlier, one of Mr. Post's duties is also the Lead Negotiator with our Unions. He'll talk a little bit about Human Resources."

HUMAN RESOURCES - Jerome Post

The Human Resources Director said, "Good afternoon, Jerome Post, Human Resources Director. (**Clerk's Note:** Mr. Post began his PowerPoint presentation at this time.) You can see from this slide that we do have a Mission Statement. Obviously, it's a bit hard to read. This Mission Statement was developed a few years ago; it is on the City's website on the HR page. What we've been trying to do is to develop HR to be recognized more as a customer service department, both with internal and external customers, focusing more on the service area for all of our internal departments. The Organization Chart is in flux right now. There has been a considerable number of changes in the Human Resources Department over the past two years. About two years ago, it was reorganized so that my predecessor took on a position of Labor Relations Administrator, which, at that time, was located in the City Attorney's Office. When she retired earlier this year, that position came down to Human Resources and was filled by one of the staff members already in place, Natalie Cabrera. Underneath Ms. Cabrera, to the right, you'll see that, technically, she actually supervises the two Council Assistants. This has been historic, and we'll be looking at that as to whether it is appropriate to continue that practice. She also supervises the attendant in the lobby; I call her our City Concierge, Julie. She seems to know everything about the City that needs to be done

for anybody who asks. Typically, those positions have reported to the person rather than the position. They've reported to Ms. Cabrera, historically; we'll be revisiting that."
The Human Resources Director stated, "You'll also see that we recently took on the position of the City Volunteer Coordinator. That, historically, has been under the auspices of the Parks and Recreation Department. Although it was not officially changed in the 2016/2017 Budget, it has been moved to such. You'll see it in the first Budget Amendment that Mr. Pollard puts through. All we did was simply move the allocation over into Human Resources. The reason is because that position now provides volunteer services for all City departments, whereas before it was primarily the Parks and Recreation Department that had the use of volunteers. Now that every City department is using volunteers, we thought it appropriate to incorporate and partner it up with our employment practices - the person who takes care of the employment function. That takes us into our division responsibilities."

The Human Resources Director said, "We do have an employment area headed up by a relatively new hire, Tim Roth. Mr. Roth supervises Tracy Skinner, whom you met when you came into the organization and completed the new hire paperwork. We do have a considerable number of positions that we are recruiting. We put out a weekly report that typically goes to the City Manager, although he has not seen it yet. There are quite a few positions on there on a regular basis. About a little over a year ago, we instituted an electronic application system, NeoGov, that can also help us track our applicants. I can tell you that in the Fiscal Year 2015/2016, we received 5,289 applications for positions, filling a total of 254 requisitions. That was just in that fiscal year. Our minority applicant pool is running at about 45%; it is interesting that we can pull those reports by self-identification through the NeoGov system. It has been very helpful not only in being able to provide reports for us, but I think the managers and department heads will agree that it has incredibly reduced the time needed to recruit positions, particularly in the requisition processes that were all paper-driven. The turnover rate for the employment area for the fiscal year is about 16.5%. We feel that's a little bit high particularly for public sector. We are looking at those positions that are causing a little bit more difficulty for us in recruiting and retaining, and finding what those needs are, particularly in low-starting wage rates for a number of those positions."

The Human Resources Director said, "You've also met the people in Human Resources in charge of our Benefits Division. The HR Department does handle all City benefits, with the exception of the retirement benefits, as Mr. Fry just pointed out, including your FRS, etc. We take care of the health care, the health-care clinic, FMLA and leaves of absence, which is quite labor-intensive right now. We have quite a number of leaves of absence in process. The Benefits Division is a little in flux as well. We just had a new hire come in this past summer. Her name is June. She not only helps out with the Benefits Division, but she also handles the department's AP (Accounts Payable)."

The Human Resources Director continued, "The Human Resources Information System is headed up by Tammy Grieve. Ms. Grieve has been with the City for about six or seven years and she is the actual custodian of all the personnel files. Our personnel files are all electronic at this point. The only difficulty that produces for us is that every piece of paper that comes across our desks or into the office has to be scanned

electronically into the personnel files. We find ourselves with considerable amount of support staff needed in order to be able to process that and keep those records up to date. Because of Ms. Grieve's ability to run the MUNIS system and pull data off of it for us, any particular information that you may have, with regard to the employee population, will probably be run through Ms. Grieve. If you need statistics, information or data, she would be the one to provide it for us."

The Human Resources Director said, "Mr. Blackburn went over the labor relations aspect. As I said, the Labor Relations Administrator position was recently relocated into HR. We do have the six Bargaining Units and a little over 1,000 FTE's, and about 900 of those positions are covered by a Collective Bargaining Agreement. We are currently in bargaining right now with three of our civilian units; the three sworn officer units have contracts in place.

The Human Resources Director stated, "The reason I put the budget piece up here is primarily to show you the increase in the FTE's. It is technically only 1.6 that has been increased. That one, of course, is the full-time position of the Labor Relations Administrator being moved from the City Attorney's Office. We also had a part-time, or .6 FTE, that was approved by the City Council in one of the Budget Amendments in this 2015/2016 Fiscal Year because we had a support person who was with us through a program sponsored by AARP. Her wages were being paid by AARP. That's an example of one of the partnerships we do with the community. Unfortunately, her tenure with that program reached its maximum, and AARP told us we either needed to hire the person or they were going to relocate her. Thanks to Mr. Pollard, we were able to find some funding to create that position as a half-time position to continue helping us with all of that scanning that I mentioned earlier."

The Human Resources Director said, "For our current projects, as I said, we're in bargaining with the three civilian units. This takes up a considerable amount of time, both mine and Ms. Cabrera's. We have to ask some of the Department Heads to be patient a little bit with some of the other projects they have that they'd like us to help with. We also have the on-going issue of revising the City's pay plan, which was begun about a year ago. That is not a dead issue yet, as some were thinking it might be. We've been able to work with the vendor of Evergreen Solutions to try to come up with a plan that we feel will be implementable, providing we can work it out with the Unions. We're also implementing the Succession Plan that was developed last year. Tied to that is the introduction of Tuition Assistance, a fund that was approved in this fiscal year. Right now, we have three people taking advantage of it, but we anticipate there will be more. Just as an FYI, one of the requirements to be eligible for the Tuition Assistance Program was to be part of the Succession Plan and have an individual development plan worked out with the Department Head and put on file with the Human Resources Office. We have a career goal or objectives for people who are taking advantage of the funds available through Tuition Assistance."

The Human Resources Director stated, "For those of you who are concerned about the health-care cost, we are in the process of unbundling the City's health-care plans, particularly through the bargaining process. We were successful with the sworn officers.

What it entails is that we always had our medical, dental and vision insurances bundled together in one price or one cost. With some of the concerns surrounding the Affordable Care Act and the Cadillac Tax that has yet to be implemented, we found it necessary to break those apart and cost them out separately to make them more of a cafeteria-style plan for employees. Then, of course, we are looking at the employment practices, as I said, with the development of the employment area. We're formalizing it a little bit better. We will be coming out with a training program within the next year to help hiring managers to follow best practices in the recruitment process, as well as help them find good hires or hiring smart."

The Human Resources Director stated, "Some of our future projects: We have a Supervisory Skills Training Program that is identified in the Strategic Plan for this year. We have a preferred vendor identified already, and you will probably see that come to fruition somewhere around the first quarter of 2017. We're going to continue to revamp the employment processes and practices. Some of you around the table will recognize that Human Resources may have been identified as more of a process- or policy-driven process in the past, and we're trying to soften that a little bit more to be more flexible and customer service-oriented. And, we're looking at alternative ways to reduce our rising health-care costs, particularly in the area of introducing an alternative health-care plan to what we already have. Finally, I am looking at the metrics that we use to measure the HR Department's effectiveness. I was one of twenty managers to attend the Florida Benchmark Consortium's recent Yellow Belt Training. I think those of us who attended found it very helpful, and that we'll be able to find better metrics to report back to you."

(**Clerk's Note:** Mayor Oravec returned at 12:53 p.m.)

The Human Resources Director commented, "And, then, our accolades. As you know, we received the 'Best Places to Work' award for 2016, following up from last year. We have received that award a total of nine times since 2003. In those areas that we did not win, we either did not apply or we were beat out by another organization. That award is given by the St. Lucie County Human Resources Association. They divide up the employers by size. We were one of the large employers to receive the award. Last year, we were also recognized by the State of Florida for our Healthy Weight Community Champion. That award was the result of a report we put together . . . Until large, community development issues - how we promote healthy living within the community rather than the healthy lifestyles for our employees. Of course, that was an element of the report, but a lot of it had to do with materials that were provided by Patti Tobin and a few others from around the City. Congratulations to everybody for that."

The Human Resources Director continued, "We do have some future events coming up. Our Annual Employee Appreciation Luncheon will be held on the 13th of December from 11:00 a.m. to 2:00 p.m. in the Community Center. That is an event we've held this time of year to recognize the longevity of some of our employees. They receive awards in five-year increments, starting with ten, fifteen, twenty, etc. We generally have the Department Heads and others help out serving food at a buffet-style luncheon for our employees. Then we make those awards at that time. We also have coming up the

Annual Door Decorating and Ugly Sweater Contest. It is currently scheduled for Friday, December 9th. I have received a few requests to extend it because we don't have quite so much time to be able to put the doors together. If that changes, I will let you know as soon as possible. It could get moved to as late as Thursday, December 15th. Those of you on the Council who have agreed to be judges, we'll be getting in touch with you as to whether your schedules will work out or not. It's always a fun event and I hope you can join us. I'll take any questions."

Mayor Pro Tem Caraballo said, "Thank you, Mr. Post. Council, any questions?" Councilman Carvelli replied, "Thank you, sir, for the presentation. Are any of the labor relations contracts or portions of them multi-year?" The Human Resources Director responded, "Yes, all three of the sworn officer contracts were three-year contracts beginning October 1, 2015, expiring on September 30, 2018. Currently, the bargaining with the civilian units, we are looking at two-year contracts." Councilman Carvelli said, "I appreciate it. You had mentioned they were settled, that's why I was wondering. Thank you very much." Mayor Pro Tem Caraballo said, "Thank you, Councilman. Any other questions? Also, for the record, Mayor Oravec has entered back into the meeting." Mayor Oravec commented, "But the rules say that if I'm incapacitated or my mouth is full, the Mayor Pro Tem is in charge." Mayor Pro Tem Caraballo remarked, "I just wanted to clarify for the record. Thank you, Mayor."

The City Manager said, "I have a couple of thoughts on Human Resources. One is, you're out in the community a lot, but there are times when people may be out of work. They'll say, 'Can you get me job?' You'll be hard-pressed on that, because you know them and you'll want to know what you can do. We hire by merit, we have a process. Please refer them to Human Resources. If they're as good as they think they are, they'll rise to the top. Certainly, I'm always open if you want to say someone is really good and you heard they have applied, just look out for them; but we have a process because people complain sometimes about how some people are selected. It's a bureaucratic process of reviewing for qualifications and merit, and then we make our selection based on that."

MANAGEMENT OF INFORMATION SYSTEMS - Bill Jones

The City Manager said, "Our next department . . . I will tell you, in my brief tenure here, I've called on his office a lot. Management of Information Systems is really a . . . You've heard about the PANDA system, and there are a number of other systems that we have embarked upon in the City that we were written locally. Everybody I've talked to is very proud of Bill and his staff. Bill Jones, if you could talk a little bit about MIS."

The MIS Director stated, "Bill Jones, MIS Director. The Department was established in 1999, and I was hired in 1998, so I was here when we became a department. (**Clerk's Note:** The PowerPoint presentation began.) Our Mission Statement states that we are customer service-oriented. We really strive to make sure we satisfy everybody we deal with. Mr. Blackburn witnessed that with my staff, and we worked with you the night you were all sworn in, as well. Right now, we have 24 people on staff, with two empty positions that will be filled in about two weeks. We are broken up into five divisions, with

the Application Development Division being the one that probably is the most seen by everybody with the PANDA System. The Application Development Division also maintains the City GIS System, which is on the City's website used by the public for mapping. We also provide maps internally throughout GIS System for various departments."

The MIS Director said, "The Security Division was created just this year in response to a need to focus more on cyber-security and ensure that we're doing our part to protect all the data in the City. Part of that is the SETA program for cyber-security awareness. We started that, as well, about a year ago with some online training. We had a lot of success in highlighting what types of things can affect our system and how a user is responsible for being careful in what they do with email, spam or any kind of phishing emails and stuff like that. Our Infrastructure Division is basically maintaining all the pathways for the data, which is the building cabling, fiber optic connectivity between the facilities, the telephone system, in-campus intercom system, and internet lines. Our Support Services Division is the HelpDesk. They are the face of customer service. We get 3,000 to 4,000 work requests a year. We also run a 24/7 phone support through the same HelpDesk after hours. This slide doesn't depict it, but we are currently maintaining about 1,100 work stations and laptops. When I did this slide the count of mobile devices was 248, and that was a couple of weeks ago; we are now at 305. Mobile seems to be where most of the growth is. We also maintain the City's security cameras, electronic key system, and the Wi-Fi network."

The MIS Director stated, "Moving into Operations, the MIS Department is responsible for purchasing all the technology for the City, everything from the computer to the mouse, all the peripherals, and software. We manage all the licensing. This division also helps in the preparation of the budget and supporting the rest of the staff. The Administration Division really comprises of the top-level managers and we're interacting with all the Department Heads, making sure that we're applying technology where it can be applied, making sure that we're doing our part to ensure that staff and other departments can get their job done in the most efficient way."

The MIS Director said, "This is an overview of our budget. Since the 2012/2013 Fiscal Year, technology costs clearly have gone up as has the use. We've increased in staff. We've also incurred a lot of increased fees in software licensing. We are a General Fund department, but we do charge out our services to other departments through an Admin Charge. The Administration Charge will go to all the Enterprise Fund departments to offset the impact on the General Fund for our services. This is just an overview of the charges from this year and how they would have been broken out. The bulk of our funds do come from the General Fund supporting the other administrative services' functions."

The MIS Director continued, "Some of our current projects, I only listed four here . . . I know Assistant City Manager Roebling has seen my list, it's about six feet long, almost as tall as I am. These are just the top level programs that we're working on right now. PANDA, though it is operational now, it's being updated continually. Every time we get an idea, we'll make the change. The beauty of having it developed in-house is the rapid

change. COBRA is a PANDA-like application we are creating for the Public Works Department. The MANTIS Program is our internal program, but we're like the shoemaker, that kind of gets set aside when we're working on everything else. That is a program-in-work. And, then the PAWS System is another Public Works Program for the work order and inventory system that we're working on. We could go deeper into all the other projects we're doing. If you choose, you can come in to see us and we can go over those with you to let you see all the other initiatives we are work on. We basically work on a program for nearly every department in the City."

The MIS Director said, "Some of the future projects that we have on the radar are the Utility Systems Project Application; Neighborhood Services Portal, with the newly created Neighborhood Services Department, we're going to try to get it all online so it will ease some of their pains; an Internal SharePoint Collaboration System, an internal document system so we're not having to pass as much paper; and we're looking at upgrading the phone system in a couple of years. I put that on mainly because the top four internal programs we're creating; there is not a large budget hit, it's all internal staff. The phone upgrade is going to be coming in about two years and that's probably going to be between $500,000 and $600,000. I put that on as something in the future. That is the MIS Department in nutshell at about 10,000 feet."

Mayor Pro Tem Caraballo stated, "Thank you, Mr. Jones. Council, questions or comments for Mr. Jones?" There was no response from the Council.

NEIGHBORHOOD SERVICES DEPARTMENT - Carmen Capezzuto

The Neighborhood Services Director said, "Good afternoon, Council, staff and the public, Carmen Capezzuto, your Neighborhood Services Director, a just-about lifelong resident of Port St. Lucie. I moved here in 1983 and started working for the City in 2001 when I was 12 years old. In all seriousness, it's a pleasure to work for you through Mr. Blackburn, our new City Manager. We're excited about this newly formed department, Neighborhood Services. It's about four months into its existence, so we're still establishing our roots here in the community. We were formed in an effort to bring together complimentary services to streamline operations. The concept of a Neighborhood Services Department is becoming more common across the country as municipalities strive to combine resources to provide a greater return of investment for their citizens. (**Clerk's Note:** Mr. Capezzuto's PowerPoint presentation began at this time.) Our Mission involves focusing on preserving and vitalizing PSL neighborhoods by helping residents to access public services and programs. We accomplish this through our commitment of customer service excellence by combining professional development activities with a proactive approach to problem-solving."

The Neighborhood Services Director stated, "This version of our Organization Chart is broken down to illustrate our diverse platter of programs, so it's all broken down by function. As you can see, there are many boxes up there, but you can really categorize this by three main divisions. On the right side is everything that has to do with Code Compliance and Solid Waste. In the middle, you'll see a Small Grants Division, and on the left, you'll see our Neighborhood Planning, which encompasses our Housing and

Social Services Programs and Keep Port St. Lucie Beautiful."

The Neighborhood Services Director stated, "We have 32 approved positions, with about two-thirds of those positions comprising the Code Compliance Division. This is a challenge for us because we have 13 Code Specialists in the field, which covers approximately ten square miles with a City of our size. We're pushing 130 square miles and we've got 13 Specialists in the field. That's a lot of area to cover. There are thousands of homes per zone and many, many miles to cover. Code Enforcement deals with a wide range of issues from tall grass and open storage to emergency orders to fix hazardous situations, such as unsecured pools and so on. We enforce every code in the City. As part of this division, we manage the City's Solid Waste Contract and the Interlocal Agreement with St. Lucie County Landfill for the disposal of that solid waste. Solid waste collection is a huge issue because it is one of the most frequent tangible services that your residents see, receiving service four times per week. We're going to get a lot of phone calls and have a lot of issues. I'll talk a little bit about the complaints we receive with Waste Pro and how I can point out that it's a positive service they are providing."

The Neighborhood Services Director continued, "On the Keep Port St. Lucie Beautiful side, we staff the City's litter control function. We have a two-person litter crew that services approximately 140 miles of major thoroughfares, and we have a rotation down to about two weeks on that. If you see a major roadway starting to pick up some litter, that typically means that we're on the other side of town, but we'll get there within two weeks. But, we are also able to dispatch the crew. The beauty of having Code field staff now is, when we do get a litter complaint, someone drops a bag on the side of the road or someone throws out something really obvious, we can dispatch that call to a Code Compliance Officer who is in that zone, and the Code Compliance Specialist can assess it, hopefully pick it up before we have to shut down our crew and send them all the way across town. Everything with the Code Compliance and Solid Waste function is working very well."

The Neighborhood Services Director said, "The Grants Division is a small, but important division as we work with other departments on the City's grant funding needs. We help to find grants and provide technical assistance to each department when needed. Our Neighborhood Planning Division encompasses the Housing and Social Services staff, plus our KPSLB Program. We'll talk more about Neighborhood Planning in just a few minutes. We have a variety of funding sources. It's kind of difficult to see because of the small type on the screen, but we are funded through, primarily, the General Fund for staffing, but a lot of state and federal grants for housing and infrastructure programs; franchise fees from our Solid Waste contract; Nuisance Abatement revenue, Code liens, Code Compliance citations, and recycling revenue. As I mentioned, the General Fund is our primary source for staffing, but we are able to allocate a small portion of our Community Services programs, which we call our Administrative Allowance, to fund some staff, which takes pressure off the General Fund."

The Neighborhood Services Director stated, "I would like to mention our Neighborhood Stabilization Program. It's in red and green in the top-right quadrant. We have almost a

couple of million dollars sitting there. The Neighborhood Stabilization Funding, which we call NSP, was provided by the federal government during the recession to help communities with the foreclosure crisis. These funds were intended to purchase foreclosed homes, rehabilitate them, and put them back on the market at an affordable price for income-eligible residents. The challenge now, in today's real estate market, is that we can't compete with the real estate prices. We have that fund sitting dormant, so we're looking at a way to fix that by developing a Veterans Program where we can make use of that money by building affordable housing and pre-qualifying veterans to make use of the Neighborhood Stabilization Program. We look to bring it back to Council very soon, hopefully, the spring of 2017."

The Neighborhood Services Director said, "As you'll see, the total budget for Neighborhood Services is just a touch under $9,000,000, but please note that this figure is about half of the contracted solid waste operation, which we manage separately from the department's Operating Budget. The Code Compliance Division or Code Enforcement, as you may hear it called, aims to assist residents and businesses in a variety of property maintenance and safety issues. This is done proactively through road patrol and reactively when somebody files a request. We call them requests now; we don't call them complaints any more. It's just a more positive twist on things. The Field Specialists deal with about 40,000 inspections per year, on average; and of those 40,000 inspections, they open about 8,000 cases per year. At any given time, on any given day, you can assume that we have about 1,500 active cases going on in the City. The volume is quite a bit."

The Neighborhood Services Director said, "I mentioned we have a Grants Services Division where we track the City's grant activity. This chart shows a five-year summary of grant activity. We are not taking credit for this, this is all the departments Citywide. You'll see a total of approximately $140,000,000 in grants over the past five years. In blue, 85% of those grants have been completed for about $44,000,000. A lot of these are Capital Improvement grants, such as Crosstown Parkway, sidewalks through DOT, TPO (Transportation Organization) money. We are becoming the central point to making sure we are tracking and processing these grants appropriately."

The Neighborhood Services Director continued, "The Housing Division, which is under Neighborhood Planning, is a division where we serve low- to moderate-income people. We'll really serve anybody, and you'll see why in a second. The Neighborhood Services Department is who people should call if they are experiencing a difficult situation or a financial hardship. For example, residents may have repairs that aren't covered by their insurance, such as a septic tank failure. Maybe we can help get them hooked up to sewer. They might have a broken air conditioner or other large unplanned expense. If you get a call and you're not sure what to do, we ask that you give us a chance to see if we can help that resident somehow. Our CDBG Program is for public improvements in low- to moderate-income areas. This could be a sidewalk; a community garden, which we have right outside the Civic Center that was recently built; or other ADA improvements. We also function as a referral service for any citizen who may be going through a difficult situation, such as homelessness, which we do have, or people who have no other options and they don't know who to call, so they call the City. Please refer

those people to us and we'll try to get them paired up with somebody who could help them. A lot of times people just need some seed money as a down-payment, a first and last on an apartment; they just need that little bit of a nudge to get them back to sustainable housing. The beauty of this new department is that we have Code Enforcement working with our Housing Division, so when we have people who have Code violations and liens because they don't have the income or means to make repairs, we're able to bump them over to our Housing Division and get them into our SHIP Programs and CDBG repair and rehab. It's working very well."

The Neighborhood Services Director explained, "Neighborhood Planning is really about what the public wants and needs in their specific neighborhoods. Planning & Zoning has hosted a number of public workshops to find out what these needs are. A lot of them are common; residents want sidewalks, street lights, signage, or simply just the establishment of an identity for their neighborhood. We've got some neighborhoods that are well established. If I said I live in Sandpiper, you'd pretty much know where that is. We have identities across the City, but not every pocket of the City has its own established identity. We're looking to build civic associations to get people to have a sense of pride and distinction in their specific sector of the community. The beauty of this program is the way it is funded. It is funded through a recycling rebate, so the more our residents recycle, the more we can maximize the revenue we have to conduct more projects."

The Neighborhood Services Director stated, "Looking at some of the current projects with our Neighborhood Planning Program, I want to point out that we are working in three planning areas right now. Those are Planning Areas 3, 4 North and 4 South; essentially, that would be Council Districts 1, 2 and 3, if you want to think of it that way. I know that Planning & Zoning is completing the other Neighborhood Plans with a consultant. We're working closely with them to have those plans turned over to Neighborhood Services so we can conduct some of these projects, such as in the first bullet, which is a pilot project in Planning Area 3. That is the Oak Ridge Community, south of Port St. Lucie Boulevard and all the way up to Southbend. We're having a workshop with that specific community. We're inviting those residents out to ask them what some of the characteristics of this community that might give it an appropriate name or identity. We've got some suggestions for them. We want them to help us chose a logo, and we've also got some physical improvements, such as signage and so forth, that were already approved by Council that we're going to start installing once we meet with the residents. That was supposed to happen earlier, but got delayed a bit by Hurricane Matthew. We are getting back on track with that."

The Neighborhood Services Director continued, "The second bullet is the SW Neighborhood Park, also dubbed as the Western Dog Park. That is in the area of 4 South, which is near Becker Road and Savona, where the City lacks a significant park. We are working with Parks and Recreation as the lead on that, and with Procurement to design-build what is going to be a wonderful park. Again, that project is already approved by Council. The third bullet is Traffic Cabinet Artwork, which is beautification using artwork. On the screen is a picture just outside City Hall where we used our Guy Harvey license to decorate what would just be a barren-looking traffic cabinet. We're

doing this all over the City using various art-themed images. We were recently contacted by the City of Jupiter asking us how we did it because they want to get on board with doing it down there. One other thing we have is Special Events Signage Improvements. We're rocking and rolling with Neighborhood Planning."

The Neighborhood Services Director said, "Keep Port St. Lucie Beautiful. We love our clean City, but it is not easy to do; we rely on hundreds of volunteers. We have programs in place that recognize those volunteers and give back to them. Keep Port St. Lucie Beautiful is funded by the franchise fee on the Solid Waste Contract. As a footnote to the Solid Waste Contract, it does fund in full our Neighborhood Planning Program. The Contract is set to expire in September of 2020, so this is a big deal because it is an entirely separate contracted division of the City. An RFP for a new contract could take 18 months to 2 years to do it right. There are a lot of benefits we have with our Solid Waste contract with regard to revenue and level of service. In order to do it right, we're going to be planning that RFP soon. While I'm on Waste Pro, we receive about 50 or 60 complaints a month for that. I was talking to another Councilmember who did a tour of our offices and mentioned that it seems like a lot. Sometimes Waste Pro gets a bad rap, but when you think about the sheer volume of service they provide, 66,000 or 67,000 households with service four times a week, that's over one-quarter million opportunities to make a mistake every week. That's over one million chances per month. On a bad month, maybe we'll get 100 complaints, but still, in the grand scheme of things, they're doing pretty well."

The Neighborhood Services Director continued, "This is a photograph of our first ever Citizens Academy or City University. City University is a semi-annual program offered by the Neighborhood Services Department, which is free of charge to the residents. They learn all about Port St. Lucie from every department. Actually, it's more in-depth than I think you are receiving from us today. It is a six-week program, and each department gets up, interacts with the group, gives them facility tours and tells them all about what they do. This is also a great opportunity for Council involvement to connect with the staff. We typically have a guest speaker, and that's a City Councilmember or elected official who comes to each one of the sessions to greet the residents. It is a unique experience to have residents or even students interacting with Department Heads, City Managers, and so on. The Neighborhood Services Department facilitates City University, but it is actually taught by each department. We don't take credit for it, in total, because every department has a role in it. City University recently received special recognition from Harvard University's Kennedy School of Government, which will be publicized very soon. I won't call it an award, but we received special recognition for the program. Thanks to everyone in this room for making that possible."

The Neighborhood Services Director stated, "Lastly, this is our contact information. Mike Lubeck is the Assistant Director and Code Enforcement guru. Mr. Lubeck and I are responsible for three operations. We run a five-day week operation; a six-day week operation, which is solid waste; and a seven-day week, which is Code. There is a lot going on in the department. We're happy to serve. We work closely with all the different departments to give residents the first class services they deserve. That concludes it. I know it was quick, but I'll be happy to take any questions."

Mayor Pro Tem Caraballo stated, "Thank you, Mr. Capezzuto. Any questions for Mr. Capezzuto, Council?" There was no response from Council. Mayor Pro Tem Caraballo said, "As a former member of the Keep Port St. Lucie Beautiful Committee, I'm a little biased, but they're a pretty awesome group. We appreciate what they do for the community, as well. Mr. Blackburn."

(**Clerk's Note:** The City Manager responded to Mayor Pro Tem Caraballo, however, he was inaudible.)

OFFICE OF MANAGEMENT & BUDGET - Dave Pollard

The Director of OMB stated, "Thank you, Mr. Blackburn. Good afternoon. For the record, I'm Dave Pollard, the OMB Director, the Office of Management and Budget. You can think of it as Budget. You'll find imbedded in your information a short PowerPoint, a few screens, we kept it very brief, but on my bio you may take notice, and I'm very proud of the fact that I've been here just over 30 years. I'm one of the more senior folks in this room. I think there might be a couple of folks beyond me, right? Donna (Rhoden) and I worked together in the early years, and I think Sherman, as well. I also take pleasure in being able to say that I've lived on the Treasure Coast since 1960, and I've been in Port St. Lucie well before it was incorporated. There is a lot of history here with this face, but this face is your budget. Let's move onto the information we have."

The Director of OMB said, "You'll see that we have a Mission Statement, but think budget and think development of the budget, think adoption of your budget and think monitoring your budget; then, think about after you close a budget year, we're going to give you year-end reports on staffing and financial results as the Finance Department compiles the information. Really, when you add all that up, we're dealing with a fiscal year for possibly two years, because we're preparing it beforehand, monitoring it, and then reporting after it closes. We also do a lot of interim reports on staffing, what we call FTE's, and the financial reports. You'll often hear us talk about TRIM, which stands for Truth in Millage. That is a process and a timeline given to us by the Florida Department of Revenue, which closely controls how we go through the budget adoption process. It gives us all kinds of requirements and timelines. Without taking time to actually read the Mission Statement, you can read it as you have time, but that, in a nutshell, is what the Office of Management and Budget does."

The Director of OMB stated, "Our Org Chart: We're a small, narrow-focused, but very critical function and department for the City. There are three of us in OMB - myself, Ivy Ladyko and Margie Manfredi. I have to say, too, and I'm very proud of the fact, that between the three of us we have 75 years of experience with the City, not only in our profession, but 75 years with the City. All three of us are up for longevity awards next week at the Employee Appreciation Luncheon. Funding sources, real quickly, we are in the General Fund, like a lot of the administrative departments. We use General Fund Revenues, plus we allocate some of our costs over to other funds, as has been mentioned this morning. Our gross budget is $459,000-and-change. We have an admin charge going off to the other funds of just under $300,000, so the net impact is $160,100 to the General Fund."

The Director of OMB said, "Regarding some of the current projects, when we took a look at preparing this presentation, probably a month or so ago, we were working on making sure the 2016/2017, your current year, got through the TRIM and proper adoption process. We completed that process. We got notification from the Department of Revenue that we've met all the requirements, and all the tax forms have been filed properly, on-time and completed. We also have to make sure that the budget is adopted and everything is keyed in, so that beginning October 1st the departments have their appropriations in the accounting system. If they want to go and order new patrol cars for this year, we've got to see the money appropriated on the proper line item. That is a critical step that we worked on and completed. We have seen the unaudited results of the year-end report; we're waiting, of course, for the audit to happen, then we'll be able to report on last year's results and compare them in a Budget Variance Report format."

The Director of OMB stated, "As far as future projects, things that are going on right now, we are just a few weeks away from publishing and distributing the formal full-color bound-with-everything-in-it document for the current year. We also are working on updating our long-range models as the results of last year become available, so that we'll be able to offer long-range model forecasting into the future, with one more year of actual results under our belt. We are going to be looking at the Florida Benchmarking Consortium, that annual report for the Fiscal Year ending 2015. We're working to compile that and look for useful comparative information. We're collecting information for the first Budget Amendment of this year. It's hard to imagine that we just began this year and we've already got a pretty thick file on items that need to be looked at and possibly amended. I'll take you back to that thought process of, 'We built the budget last summer, we began the budget year, now we're worried about amending the budget and monitoring it as we go.' Then, of course, much later, in next year, we'll be looking at the final year-end figures. We do financial reviews every month. Staffing levels, you heard someone say earlier their department is 80% or so labor costs, and that is a true rule of thumb, so we monitor FTE's and staffing levels very closely. You'll find that we do that as well as financial reviews, the actual dollars being spent."

The Director of OMB continued, "Some of the awards we've been able to accomplish . . . For 27 consecutive years, we've won the Distinguished Budget award by the GFOA, Government Finance Officers Association. There are a few cities and counties in the state that have longer tenure on that string of 27, but not too many. Also of note, in the process of working for the City to get that reward, I decided to be a reviewer, in other words, one of the judges for that program. I've been doing that for 23 years. I usually get about six documents from other cities and counties around the nation. They don't let you review one in the State of Florida in case you know those folks. I may get one from Alabama, Alaska, or California. It gives insight as to what other folks put in their budget document, how they look at their process. It could very often give you some good information."

The Director of OMB said, "You'll find the City's budget is on your City website. We've got six or seven years posted out there now. It's a requirement, as well as good to do for citizens. If you get a question about the budget or a citizen wants to see the budget, they don't have to come to City Hall any longer. We can send them the link to the exact

page online, bingo, there it is. You'll also find those Budget Variance Reports and the CAFR that the Finance Department does. That's the Comprehensive Annual Financial Report, the audit report. That is posted also. We're in the day and age where you can go out here, get to the City website, look at the budget, look at forecast, and you can see the past years. No longer, like when I started in 1986, do you have to say, 'Can I build an electronic spreadsheet?' My co-worker said, 'Yeah, but you've got to go down the hall to borrow one of the two PC's that the City owns.' Then, later I wanted to print the spreadsheet that I built and they said, 'Now you've got to borrow the printer that we own.' It was on wheels; you rolled it up and printed it. Times are different. Everything is available; the information is out there. The screen is hard to see, but this is a screen print of the City website. You can see down on the right-hand side, circled in red, that's where you'll find the links to the City budget and some contact information. We are on the third floor across the hall from the City Council. If you ever need to find something in the budget or if you have a question, I can help direct you to the information. If it's a request to do some work, of course, you've got to run that through our City Manager. But, if you want to find something in the budget, I can help you find it. I think that's what I have for you today. Any questions?"

Mayor Pro Tem Caraballo said, "Thank you, Mr. Pollard. Questions or comments for Mr. Pollard?" There was no response from the Council.

PARKS & RECREATION DEPARTMENT - Sherman Conrad

The City Manager said, "Our next departmental review is Parks & Recreation. Sherman Conrad will be presenting." The Parks and Recreation Director said, "Good afternoon, Mayor, Councilmembers, staff and citizens, as Mr. Pollard said, I've had the pleasure of working for the City for 30 years just this past November. The sad thing is that I remember Carmen, who was probably about ten years old, in some of our youth soccer programs. I also remember he wasn't that good, but that's a separate story. Just kidding. I actually had the pleasure of, I think, the first job with the City, we hired Carmen at the golf course. He's come a long way; that's super to see. With me, I have two of our executive staff members, and I wanted to make sure they were part of this program, so that not only did you get to know a little bit about Parks and Recreation, you get to know a little bit about us. On my left is Brad Keen, our Assistant Parks and Recreation Director, who oversees both the Parks and Recreation Divisions for us. On my right is Pattie Roberts, the Deputy Director, who oversees administration and is probably someone you'd call a jack-of-all-trades for our whole staff. If I'm not available, they can answer the questions; if not, they will get you the answers that you need."

The Parks and Recreation Director stated, "I'm not going to read through it, but I want to start off with our Mission and our Vision. For our Mission, really, it's one line: Keep it clean, green, safe and fun. That's one of the goals we try to achieve, make sure we provide a high level of service and great customer service to the community. It's hard to see, but there are a couple of things that will stand out once I tell you. In our Organizational Chart, we have five divisions, and within those five operating divisions, there are 112 employees. A lot of those employees may be part-time. Part-timers are valuable to our department to help us cover the seven-day-a-week operation that we

run. We have 60 to 70 instructors. Whether they are instructors, referees, or summer camp youth workers who come as seasonal force and work different times during the years, we have a lot of people working a lot of different facilities in a lot of different programs."

The Parks and Recreation Director said, "There are a couple of neat numbers here. I won't read them all to you, but just look at the number of park reservations - over 2,000. We have over 3,000 recreation programs; we maintain over 900 acres of parkland; Building Maintenance maintains over 1,000,000 square feet of buildings; and at the Saints Golf Course, these are last year's numbers, we did almost 56,000 rounds. If you're doing over 45,000 round at a golf course, you're staying pretty busy. They do a great job there. As I mentioned, we do have five different divisions, really six if you count Administration. We have the Building Maintenance group that does things Citywide; the Civic Center, which is recreation and fitness. As Ms. McAlpine mentioned to you before, she's overseeing the whole facility, but on the side, we do offer recreation and fitness programs. We also have our Parks Division, Recreation Division, and the Saints Golf Course."

Mayor Oravec said, "Madam Chair, may I ask a question?" Mayor Pro Tem Caraballo replied in the affirmative. Mayor Oravec asked, "Mr. Conrad, will you explain for me how this building is maintained?" The Parks and Recreation Director responded, "This building?" Mayor Oravec answered, "The Civic Center. Do you maintain half of it and Ms. McAlpine maintains the other half?" The Parks and Recreation Director replied, "No, the maintenance is under Ms. McAlpine, but on the rec side, we have fitness and recreation programs, and our staff should be helping out also. Is Ms. McAlpine in the room? Is that correct?" The Civic Center Director responded, "That is absolutely correct. Because we do all of the big-end stuff and both of our staffs on either side try to take care of things like getting to the bathrooms on an hourly basis. Little spills and stuff, we try to do without bringing our event set-up crew, because those people are often up on ladders or flipping equipment. Both of our line-level staff support that effort." Mayor Pro Tem Caraballo stated, "Thank you, Mr. Conrad."

The Parks and Recreation Director continued, "The Building Maintenance Division is comprised of carpenters, electricians, plumbers and maintenance workers. They take care of the aquatic maintenance around the City, do a lot of in-house renovations, and maintenance of interior and exterior facilities. I am working with Mr. Merejo to look at getting some type of consultant to look at the operations. Originally, Building Maintenance started out in the Parks Division, had two or three guys who did light bulbs and painting, basic maintenance stuff. Now, they're getting into areas, whether it's moving furniture, construction. We really need to look at that operation to see if we're running it properly. It's something we'll be looking at doing next year. I will now turn it over to Mr. Keen."

The Assistant Parks and Recreation Director said, "As Mr. Conrad alluded to earlier, the Civic Center and this building houses the recreation and fitness component of the Recreation Division. Within the recreation facility, on the north side of this building, we have the Fitness Center, as well as our recreation desk, the game room, racquet ball

courts, gymnasium, breakout rooms for special classes. It's quite an intensely developed facility to offer recreational programs. That is all offered here on the east side of town. As both Mr. Conrad and Ms. McAlpine alluded to, at one time the Civic Center, in whole, was part of the Parks and Recreation Department. Now, the Civic Center is a stand-alone division, and the recreation component of the Civic Center is, for lack of a better word, a tenant within this facility. We are certainly proud of the facility and programs that we currently offer here.

The Assistant Parks and Recreation Director stated, "With regard to some of the recreation events, activities and programs that you're all very familiar with, starting tomorrow, we'll have our annual Festival of Lights event at 2:00 p.m., the parade is at 6:00 p.m., and the tree lighting is afterwards. That is one of five major events we hold here. In addition to that, there are numerous other smaller events, up to and including private reservations that come in and rent the facility to hold community events. It's quite an active center and venue. We are certainly proud of what we're able to offer to the public in terms of recreational programming and special events."

The Assistant Parks and Recreation Director continued, "The Parks Division is probably the largest unit in terms of personnel, number of facilities and properties. We have over 40 properties that we classify as parks in some way, shape or form. For the new Councilmembers who may not know, I'd like to give you just a very brief description of what we classify our properties as. First and foremost, are the properties you are very familiar with, if you have children, your kids may have played sports programs. Those are what we call our community parks. Generally speaking, these are our larger, more intensely developed parks. These parks have lighted nighttime facilities, have staff assigned to them, and they're open seven days a week between the hours of 8:00 a.m. until 10:00 p.m. Typical of a community park would be lighted ballfields, whether they be football, soccer, baseball or softball. They have large playgrounds, picnic facilities, and sports courts, whether it's tennis or basketball. The second component of the parks system is what we call our neighborhood parks. These are smaller parks, usually smaller in size in terms of acreage. They are located, not necessarily on our main avenues of transportation, but off into the neighborhoods. These facilities do not have lighted sports facilities, but they may offer such amenities as a practice ballfield, a basketball or tennis court, a smaller playground, restrooms and maybe some limited picnic activities."

The Assistant Parks and Recreation Director stated, "A third component is our preserves and nature areas. Someone mentioned that the City of Port St. Lucie is 120 square miles and 180,000 people, yet we do have preserves and nature areas within our City, which we're very proud of. Close by here is the Mariposa/Cane Slough Preserve, approximately 20 acres of an old Florida hammock that the City has managed to preserve. We have a trail that runs through it. It is next door to the EWIP Project on the east side of town and is very compatible with that use. Our probably better well-known preserve facility is Oak Hammock Park on the west side of town. It is over 43 acres in size, with numerous trails that run through the old maritime oak hammock. It's just a wonderful place to get out and see large, mature Live Oak trees. It's a very serene and quiet place. One of the other facilities that we offer in our venue of facilities

is the Botanical Gardens. The Botanical Gardens, believe it or not, is approaching seven years of being online. We're very proud of it; we're also proud of our partnership with the Friends of the Port St. Lucie Botanical Gardens group. The Friends group is a volunteer organization that staffs, programs and operates the Visitor's Center or Pavilion, as they call it. We do have a staff member, a maintenance worker, who takes care of the grounds outside of the planted areas that the Friends are responsible for maintaining."

The Assistant Parks and Recreation Director said, "Part of the amazing workforce we have who are able to keep our facilities in such pristine shape is the turf crew that we operate. Our turf crew is responsible for maintaining all of our sports turf fields. By that, I mean, these are the areas that have the Bermuda sports turf on them, as opposed to the more common areas within a park that may have Bahia grass. It's an amazing crew that does a lot of work. They also assist us in any other project we might have throughout the park system. Getting back to some of the personnel who make up the Parks Division, I have three Parks Managers. One oversees the operations and the daily operations of the community parks; another one does the neighborhood parks, preserves, and open space areas; and I have a third manager who coordinates our special projects. He is quite busy with all that he has on his plate. Another operation a lot of people take for granted is our night operations unit. We have three, what we currently call in our shop, night rovers. These individuals go around, secure the parks at night at sunset, the neighborhood parks, and they assist, if needed, the staff in the community parks at night. They also interact with the public, clean restrooms at night, close parks, shut gates, and canvas the City every night doing these duties."

The Assistant Parks and Recreation Director continued, "Last, but certainly not least, is a program I'm extremely proud of, and I want to make sure that you, as new Councilmembers, know that we have a unique relationship with our great and efficient Port St. Lucie Police Department, and that is our Parks Police Officer Program. This is a program that Mr. Conrad and I developed about four years ago. At one time, many years ago, we had one officer assigned to the Parks and Recreation Department. He was a great asset to our department, helping us out in all the things that go on in our parks. Unfortunately, the great recession, as it affected many other departments in this room today, also affected Parks and Recreation and the Police Department. We had to see that officer either be reassigned to other duties in the Police Department or we lost that officer altogether, and so we went several years without one. One day Mr. Conrad and I got together, and I said, 'Out of all the things that we miss the most, we really miss those police officers because they do so much.' Not so much that our parks are heavy in crime, because they really are not, but it's that feeling you get, as a patron in our parks, when you see a police officer drive or walk through or interact with leagues. They get to know the patrons of the parks, the league officials, and the park staff. It has done a tremendous job in helping keep our crime rate very, very low within our parks. So, to the Chief, I want to say thank you for all your efforts and for your officers. One of the things that a lot of people don't realize is that of the four police officers we have assigned to the parks unit, three of their salaries are funded by the Parks and Recreation Department. I think it's an amazing relationship we have with the PD, and we're very grateful for it."

The Assistant Parks and Recreation Director said, "Moving on to the Recreation Unit, again, this is comprised of the recreation and fitness side in the Civic Center. We also have the Minsky Gym on the west side, and of course, the Port St. Lucie Community Center across from City Hall in the heart of the City. I'm sure all of you are familiar with the many offerings the Community Center has: the breakout room; the fitness center; the programming that is offered, from Zumba to Kid's Karate to various other activities that occur in our breakout rooms. We do have meetings room; we host weddings and wedding receptions; and many other activities. It's a very, very busy place. We currently have, in fact I think it operated last night for the first time, our light show in the Community Center plaza. If you haven't had a chance to see it, please stop by some evening."

The Assistant Parks and Recreation Director stated, "The next component of the Parks and Recreation Department is The Saints Golf Course, which we touched on briefly before. This is an amazing facility and property in that, as Mr. Conrad said, 56,000 rounds last year is an amazing number of rounds played at The Saints Golf Course. It is in great shape. Earlier this week, I just happened to read our compliment and complaint tracker that we send over every month, and once again, the compliments that come in regarding the maintenance efforts of The Saints' ground crew and just the overall customer service experience that the resident or visitor receives when he/she plays golf, it really is a tremendous facility. Those are three areas of the six divisions that make up Parks and Recreation. If we can ever serve you by answering any questions or giving you a personal, first-hand look at any of our facilities, please don't hesitate to ask us."

The Deputy Director of Parks and Recreation said, "Now, just to spend a minute or two on some upcoming projects that have been approved for this budget year, this year we were blessed with some significant funding, in my opinion, for some deferred maintenance items that were desperately needed in some of our facilities. This year you are going to see the resurfacing of 14 tennis and 8 pickleball courts, all at Whispering Pines Park. There will be a modular restroom delivered to Winterlakes Park and a new Secret Garden gazebo at The Botanical Gardens. Through some CDBG Funding, we'll also have a new security camera system at Sandhill Crane Park, and we're also in the process, per Council direction, of establishing a primitive campsite area at McCarty Ranch Preserve. Those are park projects. Now, I'd just like to touch on a few approved recreation projects for the next year. The first facility will be the Community Center. Among many, the exterior will be painted; the office carpet, which is the original carpet, will be replaced; the Fitness Center will get new sports flooring, and you'll see the parking lot get resealed and restriped at the Community Center."

The Deputy Director of Parks and Recreation stated, "The next facility that will be getting some upgrades is Minsky Gym. The interior will be painted, inside the gymnasium itself, there will be new wall mats put up, and the roof will also be repaired. Here, at the Civic Center, in the Humana Fitness and Wellness Center, we will be upgrading the fitness equipment, which will be pretty significant. Many of the guests are looking forward to that, as well. On the recreation side, you'll also be seeing some new gymnasium wall mats and some equipment for the ballet programs that they offer."

The Deputy Director of Parks and Recreation continued, "On this slide you'll see some of our contact information - our Director, Assistant Director, and Administrators. I just wanted to take one last moment of your time because I'd like to give you a snapshot of what Parks and Rec does in one day. You've seen the big picture that we just shared with you, but now I'd like to drill down a bit on one day in Parks and Rec. We do touch many lives in our community, and I'm just going to go with tomorrow, which is Saturday, December 3rd, just to give you an idea of everything that will take place. As Mr. Keen mentioned, tomorrow we are having our annual Festival of Lights and the tree-lighting ceremony out front in Village Square from 2:00 p.m. to 10:00 p.m. There will be live music, a snow zone, arts and crafts, food and drink for purchase, a parade and so much more. We'll have thousands of people in Village Square for a holiday celebration like no other."

The Deputy Director of Parks and Recreation said, "Moving from there to The Saints Golf Course, we will host between 150 and 170 golfers. Lunch and dinner will be offered by the 19th Hole and there will be evening entertainment, also. Then, going to our fitness centers, both the Civic Center and the Community Center, we'll have more than 100 members and the general public come in to enjoy our amenities. We have a powerlifting team, which is comprised of those ages 13 and older who will come in to work on their skills in the morning at the Humana Fitness and Wellness Center. We also have free classes on Saturday, as on six other days of the week, but tomorrow one of them is Boot Camp for our members to enjoy. Also tomorrow, our Junior Basketball Program, for youth ages 6 through 17, will bring hundreds of members of families and their young athletes out to cheer on teams at Minsky Gym, the Civic Center, and with the local agreement with the St. Lucie County School District, games are being played at Northport Middle School. Tomorrow night, open gym is available at Minsky Gym. That is for both adults and youth, and they can spend their Saturday evenings playing basketball among friends."

The Deputy Director of Parks and Recreation stated, "In our parks, our youth athletic leagues have five reserved uses, just for tomorrow, in our community parks, which will host more than 2,700 people. These people will be enjoying soccer and football at McChesney, Swan, Sportsman West and Whispering Pines Parks. Reserved uses, in both neighborhood and community parks, for events such as birthday parties and the like, the numbers stand at 13 reserved uses, where we'll play host to more than 520 people. Construction is on-going at Sportsman Park, as we work to improve our sidewalks within the perimeter of that park. Outdoor pickleball play, very popular, will be enjoyed by many at Whispering Pines Park, where all tennis and pickleball courts are now lighted for evening play. At the Civic Center recreation side, more than 50 daily passes will be sold, tomorrow only, so that guests can come out to enjoy the racquetball courts, indoor gym, fitness center and game room. A large group of guests come in on Saturdays to enjoy the racquetball courts. The rec side will be busy with the Festival of Lights going on outside, as the Festival-goers spill over into the rec side to see the exciting amenities that we offer there."

The Deputy Director of Parks and Recreation continued, "At the Botanical Gardens, the Friends of the Botanical Gardens are hosting a children's event, a visit with Santa,

which is from noon to 2:00 p.m., where kids and their families will come out to visit with the big guy and have photo opportunities available. There's also a wedding being held at the beautiful Botanical Gardens from 3:00 p.m. to 11:00 p.m., outside on the lily pad and inside the pavilion. The Community Center has nine rentals for events such as a wedding, music school, meetings, dance classes, Zumba, a baby shower and a lunch-bunch meeting. An estimate of more than 500 people will grace the doors of the Community Center to enjoy many different forms of leisure opportunities. Last, but not least, more than 100 City volunteers, tomorrow alone, will donate their time and talents working alongside City staff at The Saints Golf Course serving in roles such as hospitality, starters and rangers, and in our Youth Basketball Program, serving as coaches, assistant coaches and scorekeepers, where their contributions enable us to offer this program to more than 1,000 youth year-round. We will also have City volunteers working at the Community Center tomorrow evening in Guest Services. In summary, I will stop and say, 'This is us. This is your Parks and Recreation Department.' Thank you."

The Parks and Recreation Director commented, "Thank you very much, Ms. Roberts and Mr. Keen. One thing we'd like to say in ending is that we've always, had a lot of support from the community, from our administrative staff and the Councilmembers, and we look forward to working with you, building relationships and doing some great things. Thank you. Do you have any questions?"

Mayor Pro Tem Caraballo replied, "Thank you, Mr. Conrad, Mr. Keen and Ms. Roberts. Council, questions or comments?" Councilman Carvelli responded, "Thank you for the great presentation. Mr. Keen, is that one of the most used golf courses on the Treasure Coast with those rounds? They had said for years that it was." The Parks and Recreation Director answered, "I would say it was, unless you get out in PGA where they have three or four courses, the numbers are different there." Councilman Carvelli said, "For a single course, that's a significant number." The Parks and Recreation Director stated, "For a single course and municipal, yes. If you remember back when we bought it from Club Med, it's come a long, long way, and it gets a lot of use." Mayor Pro Tem Caraballo inquired, "Other comments?" There was no response from the Council. Mayor Pro Tem Caraballo queried, "I want to know if I could take you along with me when I go out in the community and people say there's nothing to do in the City of Port St. Lucie, because I intend on you reading that list every time. What a wonderful accolade that we can say we have so many activities in the City of Port St. Lucie. Most of them are free, and if not, a very nominal fee. What a service you provide and we want to thank you for that. I look forward to working with you, as well as I'm sure the other Councilmembers do." The Parks and Recreation Director stated, "Thank you. That was one of Ms. Roberts' things; that's just one day. The story I remember the most is that the night after the hurricanes, our job was to get everything back to normal. That Monday night we had a Council meeting, so I rode around to look at some our facilities before it. Swan Park and Sportsman Park were packed. There were 500 to 1,000 people playing like there had never been a hurricane. They were back to normal and doing their own thing. That was pretty amazing." Mayor Pro Tem Caraballo commented, "That speaks very heavily to our clean-up crew and other individuals in our Emergency Management Team. I was part of those meetings. I sat in and watched them; everybody

went right to work. I commend the staff and the team. Mr. Blackburn?" The City Manager said, "Thank you to everybody in Parks and Recreation; we really do have a great program."

PLANNING & ZONING DEPARTMENT - Patti Tobin

The City Manager said, "Patti Tobin is our Planning & Zoning Director. I will say that for a city, we have a lot of activity in the land development area, and Ms. Tobin certainly is very prominent in every one of your City Council meetings." The Planning & Zoning Director said, "Thank you, Mr. Blackburn. Council, staff and residents, Patti Tobin, Planning & Zoning Director. I have Anne Cox, my Assistant Director, passing out some background information I thought you might want. I'll go over it towards the end of the presentation. Ms. Cox is, as I mentioned, the Assistant Director and a big help. She has been with the City 20-some-odd years. How many?" The Planning & Zoning Assistant Director responded, "Twenty four." The Planning & Zoning Director said, "I actually hired Ms. Cox back then when she was pregnant, and now her kids are almost gone from the house. When I hear Mr. Capezzuto say he was here in 1983, I was here in 1983, two years out of grad school. I didn't know what this place was, because it was really . . . In grad school, they didn't teach you about these kinds of communities, which we call platted lands. We'll talk about those issues; they're still issues for us as we move forward."

(**Clerk's Note:** Ms. Tobin began her PowerPoint presentation.) The Planning & Zoning Director stated, "Our goal is to help the public, to direct growth, and encourage quality development, we do a lot with the Legal Department in terms of adopting new codes and laws, enhance our environment and make the City a better place to live. It is sort of depressing when you see some of the departments and their huge staffs, and then you see mine. I have about nine and a half staff - six professionals including Ms. Cox and myself, three administrative and one part-time technical person who concentrates on the signs. As I think somebody mentioned, maybe it was Mr. Osenton or Ms. Phillips, we have the Planning & Zoning Board that is a monthly meeting with a good amount of agenda items going out, which eventually get onto the City Council Agenda."

The Planning & Zoning Director said, "This shows our funding sources. We have revenues come in of just about $500,000. You'll see the next slide where our budget is actually just shy of $1,000,000. Through our fees, we are able to generate half of our budget. I don't have divisions, my staff is too small. In some cities, you might have long-range planning and short-range planning; I have all my planners doing all that. One of the biggest things we've done and we've had this for many, many years is what we call Planner of the Day, or POD. We get lots of calls and emails from people asking questions, like, 'What's the zoning? What can I do here? I want to open a business?' We always have a professional person available to answer those questions, which really helps cut down on misinformation. The planning staff is sort of the center of the land development review process. It obviously involves several other departments, Public Works, Utilities, the Fire District, Building Department; it's very broad. We review sign and business occupation permits to make sure they meet the codes."

The Planning & Zoning Director said, "As Mr. Capezzuto mentioned, we have developed Neighborhood Plans, two of which were approved early this year. We're getting ready to wrap up two Planning Areas this year, and we'll be starting on our last one, which will be Planning Area 1, next year. We had a Neighborhood Planning Meeting mid-November, and I'll talk about the Planning Areas in a minute. We're working on Planning Areas 6 and 7 that are east of the river. We held the Neighborhood Meeting here and we probably had about 80 or 90 people. This was the second meeting for these areas. It was amazing. Those people who came, nobody complained about anything. It was energetic, they love where they live, and they told us why they love where they live. It was just so uplifting. You can go to some Planning Areas and it's not quite the same. Part of that is, we just got done with 4 North and 4 South, which are west of the Turnpike, south of St. Lucie West, and east of I-95, and those areas, just by their vast size, are not as balanced when it comes to the uses, whether it be commercial, parks and rec. Four South does not have a park. One of the reasons, through the Neighborhood Planning effort, we identified, probably the largest tract in that Planning Area to do a park. It was really refreshing to say how good these people feel about this community. I can appreciate that." Mayor Pro Tem Caraballo said, "I can echo that comment because I attended that Neighborhood Planning session for this district. It was a phenomenal session. I loved the data clickers that we got to use so we could quickly capture some information, and then be provided that information immediately towards the end of the presentation. You're right, everyone worked really well together, enthusiastically; they got together, decided what they wanted, and sometimes, even when they didn't agree, they still came together. It was really cool." The Planning & Zoning Director commented, "It's been a real positive experience."

The Planning & Zoning Director stated, "The other function that we provide is historians and guides. Unfortunately, I think I've become one of the historians, having come here in 1983, when there were about 16,000 people. Next, we have our long-range planning activities. Obviously, that's part of our Comprehensive Plan. The City has had a Comprehensive Plan since before it was legally required, since about 1980 or 1981, and adopted a legal, binding document in 1983. I think you all got copies of that, as well as the Land Development Regulations, so you can look at all the different elements we have in our Comprehensive Plan. Another part of what we do is Developments of Regional Impact (DRI). I don't know that there is any local government in the State of Florida that has as many DRI's as we do. It's a challenge, but it's also refreshing, because you're planning a large-scale development early on. I guess it was about 1985 when Thomas J. White came from St. Louis, wanted to buy the seven square miles of St. Lucie West, and I thought, as a planner, I would never see that built-out; I'll be gone, I'll be dead. We are approaching build-out of St. Lucie West. Look to the west, west of I-95, what we call the Southwest Annexation Area, although I think that's going to take longer than 30 years."

The Planning & Zoning Director said, "Some of the current projects are Development Review, that's constant; Sign Code Update, we're working on that as it relates to the Supreme Court decision; we are working with a group of architects to help us update our City Design Standards; we have some issues with our Alcoholic Beverage ordinance, and we're looking to revise that, as well, working with Legal; and we're in the

process of wrapping up our Land Development Regulations, which will include the subdivision regulation rewrite. But, as I mentioned earlier, we'll be wrapping up the Neighborhood Plans for Planning Areas 6 and 7. We also provide a lot of services to state and local agencies. Some future projects would be, again, as I mentioned, the Neighborhood Plan for Planning Area 1; a constant part of what we do from a long-range planning perspective is the EAR or Evaluation and Appraisal Report; we are looking to do some updates to the Public Art ordinance; and we are in the process of formulating a Comprehensive Plan Amendment and Zoning Overlay for Becker Road that results from the Neighborhood Plans for Planning Area 4 South."

The Planning & Zoning Director continued, "The next slide I provided, and I will update you probably annually on what our population is based on the University of Florida's estimates, we usually get those in August for the preceding April, based on the April 1 population. Our population this year, April 1, is 178,000, but we're probably over 180,000 at this point. I think all of you know we are about the eighth largest city in the State of Florida, which is also amazing. From a land perspective, we are the third largest city, physically, in the State of Florida, with 120.4 square miles."

The Planning & Zoning Director said, "The next sheet is my contact information, but I want to briefly go over the four handouts that I provided to you just so you have an idea about what's going on, especially out west. The first handout is out of our Comprehensive Plan; it shows the DRI's and their potential. You can look to the west of I-95 and anticipate these dwelling units and square footage. The next handout is basically a policy out of your Comprehensive Plan, which shows future land use designations and compatible zonings. I'm going to be working, for the Councilmembers, on some type of use breakdown on how they fit in to those Zoning Districts. The next one is our Planning Areas. It is a little hard to read, I don't know that we provided that to you, but we can provide it to you on a larger scale so it's easier to read. You can see how the City has been broken down into Planning Areas. Most of that is logical, either based on natural dividers, like the river, or physical dividers, like the Turnpike or U.S. 1. The next sheet . . . We keep monthly reports on percentages of build-out - this just relates to the residential areas - but, for example, if you look at Planning Areas 6 and 7, Certificates of Occupancy, and you look at the percent built-out, you can see how we're almost built-out in those Planning Areas. Then, if you go to 4 South, you'll see that it's only at 60% built-out, so there is a lot of potential left in this Planning Area. That's all I have, so if you have any questions, I'd be happy to answer them."

Mayor Pro Tem Caraballo said, "Thank you, Ms. Tobin. I apologize about the conversation, it had to do with scheduling. I'll go ahead and put it on the record; it was a scheduling discussion. Councilman Carvelli has to leave by 3:30 p.m." Councilman Carvelli interjected, "At least by 3:35 p.m." Mayor Pro Tem Caraballo continued, "So, we were going to take a break after the Chief's presentation, but if it is okay with the Council, I'd like to continue through as far as we can go, because once we lose our quorum, according to the City Attorney, we will have to stop at that point in time." The City Manager said, "Yes, ma'am. Your staff appreciates that. Councilman Carvelli said maybe he could go to 3:45 p.m. with us, so we'll just keep going. If any of the Council members or staff need to take a break, do so, but we do want to get as much

information to you as we can. For anybody who we don't get to, I'll meet with each of you individually, I'll bring those who didn't get to provide an overview to you today for a future meeting with you so the information they've worked on won't be lost." Councilman Carvelli remarked, "They did put a lot of work into this." Mayor Pro Tem Caraballo said, "Thank you, Mr. Blackburn. Just for clarification, does anybody have any questions for Ms. Tobin based upon her presentation?" There was no response from the Council.

POLICE DEPARTMENT - John Bolduc

The City Manager said, "Next is Chief Bolduc, but first, let me compliment the Chief. He mentioned to me that he is at all of your regularly scheduled meetings. I think it's very helpful to the Council to be able to know the Chief is there and that he cares about what is going on. I'll turn it over from there, Chief." Chief Bolduc said, "Thank you, Mr. Blackburn. I can make this really short since we're worried about time. Has everybody seen the TV show COPS? No? (**Clerk's Note:** The Chief began his PowerPoint presentation.) We're very proud of our Mission Statement, which we changed about five years ago. It has two key elements in it, and I think these two key elements ring as true today as they did to us five years ago. We are a Police Department that is concerned with customer service and with keeping the City safe. Everything we do, day in and day out, is evaluated by this Mission Statement. If it doesn't contribute, we stop doing it and we work on the things that do contribute to this mission."

Chief Bolduc stated, "Here is our organizational chart, and like everybody else has said, it is pretty hard to see on the screen, but you do have it in your books. Basically, the Police Department is divided into two bureaus, and under those bureaus, there are multiple divisions. For the Neighborhood Policing Bureau, you can think of that as what people used to call patrol. That would be uniformed police officers out doing proactive police work: Answering calls for service, working the parks with the Parks Department, working in the schools with the School District; those are the guys who are on the front lines. That particular bureau is broken into four Districts and a District Support Division. The four districts, unfortunately, do not parallel the City Council Districts. I've had that question many, many times in the past: Why can't you make the Police Districts the same as the Council Districts? Well, our Police Districts are based on calls for service; that's how they were originally set, in natural boundaries to patrolling. We don't want cars going back and forth across the river, because there are only a few places to cross the river, and we don't want cars going back and forth across the major north/south thoroughfares. That is why our Police Districts don't match the Council Districts. District Support is made up of everything from Emergency Management to the guy who orders the radios that you just approved. He gets them programmed and gets them out; he does the logistical work. They don't get a lot of credit; they don't have the glorious job of being out on patrol as much, but if it wasn't for District Support, we would hardly get anything done. That is exactly what they are, a support mechanism. Not to be confused with the Support Services Bureau. When I say Support Services Bureau, it's your detectives, criminal investigations, special investigations, narcotics, child abduction response team, computer and phone forensics, organized crime, homeland security, gang units. All of those things fall under the Support Services Bureau. And, last but not least, on the far right of the chart, is the Professional Standards Division. That is

basically our accountability piece. That is who keeps paying attention to what we're doing, everything from crime analysis to internal affairs, and all the meetings and mechanisms that go with it."

Chief Bolduc said, "The Police Department is funded by three main sources. Obviously, the General Fund is our primary funding source. The Police Impact Fee Fund, you got to see how we used that the other night with the radio order; the Police Forfeiture Fund; and then there are numerous grants that we apply for and receive every year. I'm very proud of our Forfeiture Fund. We normally carry a balance in the neighborhood of about $100,000 from year to year as we roll it over. We try to spend a lot of that money on things that would support the Police Department that we just wouldn't be able to budget for. Sometimes that is specialized equipment, but last year, 35% of the time, it was supporting non-profits in the community that support our mission, whether it is CASTLE, Kids at Hope, Boys & Girls Clubs, that kind of stuff. Nothing makes me happier than taking drug dealers' money and giving it to children."

Chief Bolduc continued, "Another look at our budget, and you can see, as everyone else has said today, more than 80% of our budget goes to Personnel Services; 13% of it is Operating Expenses, and 3% is Capital. Everybody likes to use the example of us buying police cars as the big-ticket item, but as you can see, that expenditure only makes up about 3% of our budget. This will give you an idea of where the money is spent. Fifty-two percent of the money is spent in the Neighborhood Policing Bureau, the proactive part of the department; then it is broken up from thereon out. Some examples: About 3% goes towards Animal Control, 2% towards the Traffic Unit, and 5% towards domestic violence, etc. I like this view of the budget. This is where we can take the temperature of what's going on. As you can see, we've been slowly growing the department each year - a couple of positions here and there since the reorganization in 2012. Our Operating Budget was growing up until last year; when we went back and reevaluated the Operating Budget, we did identify a couple of places, namely fuel cost and electricity costs, that we were able to trim the Operating Budget down a little bit. Looking forward to doing it again this year, seeing what the budget does."

Chief Bolduc said, "Current Projects, I won't go through each and every one of these. I know we'll be going on a tour and you'll get to see the K-9 field at McCarty Ranch. We were able to put in a boat lift for the Police Department down on the C-24 Canal. We've had a lot of complaints about patrolling that area. There is a good mix, infrastructure improvements and equipment replacements and upgrades, is what we've had for current projects this year. The highlights: We were able to obtain our CALEA and CFA state re-accreditation this year. We did some remodeling on the Police Department. We had the original wallpaper from when the department was built in 1981, it looked like blue jean material in a lot of the departments, ripped down and had the walls redone. Of course, you're familiar with the countywide radio system upgrade. We've established a really, really aggressive recruiting plan so we can recruit a very diverse workforce."

Chief Bolduc stated, "For Future Projects, we want to separate a few functions in the Police Department. We're looking at accreditation and staff inspection functions, and get those into two different areas of responsibility. We're also looking, in the near future,

maybe this year, to start adding some officers to District 3. District 3, in the Police Department, encompasses the area which is west of the Turnpike and south of the C-24. That would be all of the Gatlin area, all the way out and including Tradition. The reason we want to start beefing up staffing in District 3 is, Mr. Dramis won't let me say the exact number of planned units out there, he said he'd hit me if I did, but there are tens of thousands of houses going in, in what is Police Department District 3, over the next few years. Several years?" The Building Official remarked, "A long time." Chief Bolduc continued, "If you look at the number of building permits he was pulling earlier, the City is growing, and we've got to grow the Police Department with it. Someday, I'm going to have to carve out a District 5 out there. I won't be able to walk in and say, 'All of a sudden, hey, I need 50 cops next year to do this District 5.' We're going to have to slowly inch our way up there. Other things we're looking to do: we're still recovering from the not-so-great depression, and as far as our capital, we're trying to replace patrol cars. You'll notice that the paint is falling off some of them, they're in pretty bad shape; we're working on that. We want to continue to increase our level of service; a little bit of improvement every day makes for a great Police Department." Mayor Pro Tem Caraballo asked, "Chief, we could check one of those off the list, right? The radio upgrade?" Chief Bolduc replied, "Yes, we can check some of those things off."

Chief Bolduc continued, "As far as our accolades, I would have to say that, this year, probably the biggest thing was being accredited again. When CALEA tells you that you are a meritorious accredited Police Department, it means less than 5% of the Police Departments in the world. We are very, very proud of that. Also, in the state there are 463 standards to get through, and on top of that, the state does what they call a comparative compliance. They look at the CALEA accreditation and then they hold us to an additional 83 Florida standards. We're very proud of those two accomplishments."

Chief Bolduc stated, "Last, but not least, I can't have a microphone and a clicker without showing you a crime graph. The graph I'm showing today shows Fort Pierce in red and their crime rate over the last ten years, green is the county, and blue is Port St. Lucie's Police Department. While it is really interesting to compare ourselves to other jurisdictions and other organizations like this, I think the important thing we do is that we compare ourselves to ourselves each and every year, and then take an historical look at where we're at. I'm very happy that we've been able to continue to maintain a quality of life in the City of Port St. Lucie, even though we've been growing very rapidly, slowing down and then growing very rapidly again. We have stayed, at least, on the same slope, or at least improved a little bit with our surrounding neighbors. Trends are very important, I think, when you're looking at performance measures on police departments; are you trending up or trending down, not getting too caught up in the day-to-day spikes and lows. What I found out is when you have a low crime rate, two or three teenagers can go on a burglary spree and really ruin you for a couple of months. It's more about long-term trends. That's all I have, unless you have any questions. Thank you."

Mayor Pro Tem Caraballo inquired, "Council, questions or comments?" There was no response from the Council. Mayor Pro Tem Caraballo stated, "Chief, it goes without saying that you guys are awesome. Thank you, we appreciate our boys in blue; you guys do awesome work and we're so proud to have you here."

PROCUREMENT MANAGEMENT DEPARTMENT - Cheryl Shanaberger

The City Manager said, "One of our more important functions of the City that our citizens hardly ever see, it's how we make sure the Chief and his staff have vehicles, the folks in Parks and Recreation have toilet paper in the restrooms, and chairs to sit on in the Civic Center. Cheryl Shanaberger helps make all that happen." Mayor Pro Tem Caraballo stated, "Good afternoon, Mrs. Shanaberger." The Procurement Management Director said, "Thank you very much. Good afternoon, Mr. Blackburn and welcome. Good afternoon to the Council, staff and citizens at home. I've been with the City since 1997, so I'm not as old as some others in here, but not the youngest either, that's for sure. The Procurement Management Department has been around since 2015. We used to be underneath the Office of Management and Budget. You've heard about, from Mr. Fry, the historical of the expenditures; from Mr. Pollard, you were given the future, the planning, which is the budget; and now, PMD is going to get out there and spend all that money, as Mr. Blackburn said. My department goes out and does all the buying and purchasing. Well, that's not quite true, but we'll get to that in a few minutes."

The Procurement Management Director said, "Here's our Organizational Chart. We have 8.6 FTE's. We have management, part-time support staff, buyers, contract facilitators and specialists, and a card administrator. If we aren't out there purchasing and buying, what is PMD doing? Our Mission Statement really clearly states that we are responsible for the centralization purchasing system for the City. That means we have two goals. The main goal is to make sure that we have the contracts in place so that every employee and every department has the tools to do their job, which includes their shoes, uniforms, laptops, that piece of paper, vehicles. We must have that available for them so they don't have to shop, so they can quickly lift the phone or laptop and order what they need. We do that by issuing solicitations for contracts that are term contracts so they can make those purchases. Our second goal is that we make sure these are issued as fair and competitive in nature and with integrity so we protect the public's money, because it is the public's money that we are spending. We are responsible for the solicitations, contracts, vendor selection, negotiations and the contract management of many of the contracts that we have. We also do the surplus property and we do logistical support for Emergency Management."

The Procurement Management Director stated, "A little department overview . . . As I said, we were established in 2015, so we're a fairly new department. We have 8.6 FTE's, and our net budget is $276,201, which is after we have administrative credit that we charge back to the departments of $442,323. To kind of give you a volume of the expenditures we have, in 2015 we had $160,500,601 for goods, services and construction. Of those expenditures, those that were under contract were $158,897,823. Non-contract expenditures, those that were not purchased under contract, were nd,602,778. Let's see what that looks like when you look at a graph. I think this is a very important measure because it shows what we are providing for our internal customers as an efficiency measurement that apparently we do have the contracts out there that they can use. The 1% that is not purchased under a contract and we analyze that, those were hospitality items, also legal fees and expenditures. We're also different than most General Fund departments because we have the opportunity to generate revenue, so

that's a little unusual. We do this by several card programs. The first one is our VISA Procurement Card Rebate, which we manage in our department. In Fiscal Year 2016, we generated $310,711. We also do a Fuel Card. The value of the Fuel Card is not just a rebate, it also provides for us to have our local gas stations get business from the City. It has eliminated the wear and tear and use of our fuel station, and it provides the opportunity for our City employees to purchase gas where they are instead of having to drive back to one station. There is a lot of intrinsic value to that fuel card. On top of that, we actually got a rebate of $30,000 for 2016."

The Procurement Management Director continued, "Some other revenue is Bid Negotiated Rebate. I would assume most of you are scratching your heads saying, 'What in the world is a Bid Negotiated Rebate?' When we negotiate our contracts, we certainly try to encourage to be paid with our card program because we want to have that little rebate money. Also, it is the most efficient and effective way for us to make a payment in the City. We have some vendors who don't necessarily want to get paid that way, so they have offered to give us, in cash, the rebate every year. That's what that amount is. That amount we received, $250,000, for the year 2016, instead of being paid with a credit card. Then, as I said, my department is responsible for the surplus property. We started a new program by issuing a bid and that was for an online auction. The value of that online auction has netted us in the Fiscal Year 2016, $182,000, but it also helped us eliminate the warehouse, and it has helped us move the equipment, vehicles, etc., quickly so we get a better price for them."

The Procurement Management Director said, "Revenue Generating Contracts is very interesting. I'm sure that at your first Council meeting you saw that we had waived the bidding for some state contracts, Florida Sheriffs, and also for some cooperative contracts. We use those because it gains us economy of skill and a better price. It also saves us administrative time and effort. As you can imagine, 100,000 vehicles that may be purchased on Florida Sheriffs is a lot more than what we can compete with when we're doing 40. It just makes sense to use it. They charge a fee back that the association actually keeps to help with administrative costs of issuing that bid. That was the concept we used when we issued the online auction bid. We thought: We are now a big city, we're getting larger, and we're going to be a bigger city, so maybe we could also generate some revenue by doing that. The first contract we have experimented with is the online auction bid, and we're already generating revenue, so far $1,000, just from 2016. We'll see how that grows in the future."

The Procurement Management Director stated, "Cost Savings and Avoidance. This isn't actually money we're receiving. Cost Savings and Avoidance is that we've put in programs where we don't spend money out, so we've avoided spending that money or expending it. The first one we have is the Document Management System. This is basically our copiers, which are also fax machines and scanners. The City has 93 of those. Most of you are very familiar with how it works...you purchase, rent or lease a machine and you have a maintenance fee on that every month. Well, the City doesn't do that; the City does a cost per copy. The reason for doing that was a paradigm shift in the way of thinking. If you have that copier you've purchased, and you're paying a monthly maintenance fee on it, if it breaks down, you're still going to pay that, whether it

works or not. A cost of copy shifts that burden onto the vendor, because he doesn't make money at all unless the machine works. That was our goal. This figure of $240,000 comes about by looking at all our machines, their model number, what it would cost to purchase it, and doing a five-year depreciation. That is how we have a cost avoidance of $241,000. If we had purchased those machines, that's what we avoided by having the cost per copy. For Bids Issued Instead of Quoted Price, another little interesting thing here is that lots of times we receive requests from the departments who say, 'This is a proposal we got from the vendor, we need this right away and they are only ones in the area who have it, and we know they're giving us the best price.' Sometimes it's true, sometimes it is not. We can do a little research and find that they can do a lot better. This represents the money that was saved by doing a bid instead of taking that first proposal and quote. An interesting little segment here is, it's amazing that lots of times it's the same vendor and they still lower the price. Competition does work."

The Procurement Management Director continued, "Just to put this altogether, this is a little chart and it only represents the cash received, so Cost Avoidance is not in this chart. As you can see, we are a little bit over $700,000 we have received in actual cash. I just want to say here, remember our budget is only $276,000."

The Procurement Management Director said, "As a summary, one of our responsibilities is to manage the centralized procurement program for the City. We do term contracts, processing PO's, contracts, VISA order forms . . . I can read through all of these, but I know we're in a rush. We do all the insurance and bonding for all our contracts. We also manage contracts; in other words, we are responsible for the total operation of those contracts. This is just a list of a few, but we do many, such as the fleet program, elevators, janitorial, generator. I don't want to take time reading them all, you can read them in your package. I do want to say that we are blessed to actually be an accredited Procurement Department, we have been so since 2003. We are one of 57 that hold the second-highest accreditation, and only one in seven in the State of Florida. Maybe one day we'll have the highest, but the second highest is pretty good. We also have received the Florida Association of Procurement Official Award for 12 years, and the National Institute of Achievement of Excellence for 13 years. I also want to say that our staff members are very active in both national and regional procurement associations, not only just attending, but as chairs and leaders of those agencies, which helps them learn from other agencies throughout the United States."

The Procurement Management Director continued, "Our Issues and Challenges, you're probably going to get tired of hearing this, is funding. We're still trying to recover from what we lost when we had the recession. The demands are growing. You heard today from several departments some of the projects that are coming up. Don't forget, that's going to have to take a bid, and effort in our office to get it done. Also, there is the purchase of software to keep up with the demands. Here is our contact information. One thing that you, as Councilmembers, might get is a citizen or contractor asking how to get a bid with the City, how to find out where the bids are. Everything we have is right there in the public, on our website. They can see every bid we have on the right-hand side where it says 'Bids.' They can also look for the contracts. The entire contract is on the

web and they can see what we're paying now for that service so they know if it is worthwhile for them to do it. Also, once a month on a Thursday, we have vendor training, so if they'd like to come to that, they can call PMD to register. If you go to our department page on the website, we have a little booklet on how to do business with the City. Of course, they can always just call us. Any questions?"

Mayor Pro Tem Caraballo said, "Thank you, Mrs. Shanaberger. Council, any questions? I just want to give you a personal thank you to you and your department. Back when I was in the Council the first time, and I met with Mr. Fry, as well, you had a very new Councilperson who saw something in the RFP, and you were so welcoming and so willing to look at it. You made some changes, and I looked at my packet this time around and it is so amazing, from the top sheet down to the score sheet. I'm very happy, and I want to thank you for being open to listening and seeing if there were any improvements we could make. Thank you very much." The Procurement Management Director commented, "Thank you very much."

PUBLIC WORKS DEPARTMENT - Jim Angstadt

The City Manager stated, "I appreciate the departments making things concise and Council's participation and patience with us. The next department is the Public Works Department. Mr. Angstadt is already in the center seat and ready to go."

The Public Works Director said, "Mayor Pro Tem, Councilmembers, City Manager, staff and viewing public, my name is Jim Angstadt, the Public Works Director. I want to thank you for the opportunity to present to you today. In the audience is Roxanne Chesser, I'm going to make her stand up and wave, who is the Assistant Public Works Director. We also have a newly promoted Deputy Director, Mr. John Dunton. He is covering the office for us today, so he could not attend. I want to get started with just a quick perusal of our Mission Statement. If you read it, the important thing to note is that we are responsible for improving and maintaining the City's infrastructure. What is infrastructure? That is anything you drive on, walk on, guide your way, get stopped by a traffic light, we're your holiday decorations; that is your infrastructure. How do we accomplish that? We have 127 FTE's spread out over six divisions, and we are housed in four different facilities."

The Public Works Director stated, "Our funding sources include Local Option Gas Tax, the stormwater fees, property taxes, Regulatory Division fees. Sliding over to our Capital, again, some are stormwater fees, gas tax, property taxes. Road Impact Fees is another item. Where available, we do try to pursue grants as much as possible. It's been very helpful with our sidewalk program. Then, there are also developer contributions. We work out of three budgets: two Operating Budgets and one Capital Budget. Our Stormwater Budget is both Operating and Capital; then we have a Road and Bridge Operating and a Road and Bridge Capital. Summing up this year, it's about $60,000,000 covering all of those items, which includes $26,000,000 for Crosstown Parkway."

The Public Works Director continued, "Our divisions are: Administration, Regulatory, Road and Bridge, Environmental Services, Fleet and Facilities, and our Drainage

Division. Our Administration Division handles our customer services and requests for service. Whenever a resident calls in or sends an email, we issue a Request for Service. We try to hit those in three to four days. We have an employee try to contact the resident back, and we then put a plan in action to deal with it. We schedule inspections, budget preparation, invoicing. We pull in a lot of invoices. A lot of the contracts we work with invoice us, and we process them. We work with Procurement, Finance and OMB for those. Of course, there's Record Management, and some of our personnel challenges."

The Public Works Director said, "Our Regulatory Division is responsible for development and review. We work with Planning & Zoning and the Building Department on site development reviews. Then, there is also permitting. We issue driveway permits for new construction or reworking of old driveways. We also have excavation permits, normally for utility companies that want to work in our rights-of-ways. We review the plans, we coordinate with Utilities so there are no conflicts, and then we will issue a permit. Our survey group has a vertical datum control system throughout the whole City for survey points, and we manage that. We have a drainage base map that has all the particulars for our CADD work. There is also the managing of our Capital Improvement Projects - sidewalks, roadways, and Crosstown Parkway. And, we have water quality programs. The river is an extremely important resource. That good-looking gentleman on the right is Dale Majewski, our NPDES (National Pollution Discharge Elimination System) Coordinator. He handles all of our water quality. That is him drawing water samples from one of our canals."

The Public Works Director continued, "Moving over to Road and Bridge, they are the responsible agency division for maintenance of our roadways, including traffic signals, streetlights, school-zone flashers, and the fiber optic network that helps us to control all of our signals. We work our resurfacing, repaving, and pothole repair. They also have our after-hours emergency response. We do a lot of 911 calls. If a signal isn't operating, we have someone on-call 24/7 to go out and take care of it. We maintain the traffic signals that are currently operating. We get a lot of calls after hours for pothole repairs. We try to go out and repair them within 12 to 24 hours. We also do locates for all of our underground traffic facilities. Our Traffic Division does a lot of monitoring and traffic studies. We also approve road closures. If someone wants to close a City street for a purpose, such as a utility improvement, we review the plans and issue a road closure for them. Part of that road closure includes notifying all the appropriate agencies, 911, the Fire District, other county agencies, as well."

The Public Works Director said, "Our Environmental Services Group handles most of our contractor work for maintaining our canals, waterways, and our two pump stations, including landscape cutting, weeding, mulching, tree trimming, tree replacement, as well as one of the biggest contracts we have, swale maintenance. Six times a year, we have a contractor who goes through and does the trimming and cleaning of all of the swales in residential neighborhoods. We have a very small group running our Fleet and Facilities. They manage our 150 fleet vehicles, as well as six facilities: Dwyer, Biltmore, Thornhill, a little bit of City Hall here - the second floor, and our two pump stations on the east side of the City, Tiffany and Blackwell, two highly critical components of our

flood control system in the eastern area of the City. That group also manages our warehouse inventory, and they now take the lead in our Emergency Management Program. And, our Drainage Division ... You'll see them out there putting in new swale liners, cleaning out culverts, putting in and replacing culverts, also cleaning out our canals, inlets and baffle boxes. They basically maintain our drainage system."

The Public Works Director continued, "The next slide is our contact information. There is the City app, City website, and there is also our phone number, 871.5100, where we will normally issue a Request for Service. Just to mention real quick, some of our hot topics - there is some additional information in your packet noting some of our projects - including our sidewalks. We currently have 5.5 miles of sidewalk under construction on Del Rio and Cameo, and we are currently under design for about 4.8 miles of additional sidewalk, which will see construction into next year and the following year. There is some information on Crosstown Parkway. We should hopefully see that going on next year, but I'll defer to the Assistant City Manager for that. We are currently undertaking our repaving program for the year, so we are repaving some sections of road in the eastern area of the City, as well as being in the midst of a water quality study for the river. We've been drawing samples through the wet season; we'll be drawing samples after the first of the year in the dry season. Then, we'll be wrapping up with a report, and hopefully have some direction as to what we can do to improve water quality in the river. With that, I will say thank you. My timer didn't go off, so I finished with five minutes left."

Mayor Pro Tem Caraballo said, "Thank you, Mr. Angstadt. Any questions at all? Thank you for your service and thank you for the Public Works Department. We appreciate everything they do. I remember, as well, I had an issue when I first became a Councilmember, you took care of it so quickly with the road issues. Were there any questions from Council?" There were no questions from the Council.

RISK MANAGEMENT - Renée Major

Mayor Pro Tem Caraballo noted, "Risk Management is up next and Ms. Major is not here. I do, however, see a nice smiling face down the way." Jeff Power said, "I'm Jeffrey Power, Risk Management Department. Good afternoon, City Council and staff. I'm here in place of Ms. Major, who is presently out of the country and could not be here. Very quickly, our Mission Statement is: The mission of the Risk Management Department is to provide and support, in concert with the various departments, a comprehensive risk management program that includes the identification of loss exposures, and the appropriate techniques for assessing and resolving those exposures. Basically, what that means is, we partner with the departments to identify any issues that might be present within the City. I'd like to thank those departments for partnering with us through Risk Management. As you will see, we are a department of three people: Renée Major, the Director of Risk Management; myself, a Risk Management Analyst; and Tanyi Garcia, who is the Risk Management Technician. As a small department, we all overlap in our duties and are familiar with the responsibilities of each."

Mr. Power stated, "Our funding sources come from various revenues in the General Fund and from administrative credits from the Building Department, Golf Course, Public

Works and Utilities, which are the Enterprise Funds. Our Department Responsibilities... What does Risk Management do? We handle insurance renewals and claims administration for Workers' Comp, general liability, auto liability, property, flood, boiler and machinery, crime, and public officials' liability to name a few. Just a little trivia - there are 132 sites with 362 structures that we have on the insurance rolls, for a total insured value of $324,223,079. It's a lot of property. Next up is subrogation. We subrogate for the departments. When there is property damage, things like landscaping, traffic signs, stop signs, vehicles, really any damage to City property, our department contacts either the insurance company or the individual and says, 'Please pay.' It costs money to replace those things. For Fiscal Year 2015/2016, we recovered $195,000 for the departments. We strive for about a 95% subrogation rate. Sometimes you just can't get the money. People are generally out of the area or some things have to go to the Victims Advocate Office, and it could be years before we actually recover any kind of monies from those."

Mr. Power stated, "Litigation Management - when people sue the City, those are the claims through TRICO, which is our self-insurance risk pool, it is handled through our office. We coordinate safety training through Ascension Benefits and Insurance Solutions. They are our third-party administrator (TPA). Safety training could include back safety, blood-borne pathogens, confined space, defensive driving, electrical safety, fall protection, fire safety, forklift training, and a number of others. We also provide a monthly safety newsletter. We periodically do site-inspections, which is one of my responsibilities. I will go to some of our various sites looking for any open and obvious hazards. We'll go to work sites where our employees are working to verify that they've got their hard hats on, if applicable; if they've got the cones out if they're working on the roads. It's just the constant awareness; we want to remind our employees to be aware of good safety practices. We also coordinate ergonomic workstation assessments, and again, that is coordinated through Ascension. We coordinate occupational health testing with the clinic. That is currently our fit, respiratory, and hearing testing. Through our office we coordinate through the clinic, the DOT Substance Abuse and Safety Sensitive Testing. We also review contracts for insurance language and requirements."

Mr. Power continued, "Our budget, and like everyone else, it is very tough to see that, for our staffing level of three, our Operating Budget is $315,042. Again, administrative credits are just slightly over $184,000, and revenue from the General Fund is slightly over $130,000. It is a good point to mention that we subrogated $195,000 for the departments. We like to think that we kind of pay for ourselves a little bit to offset the cost. As for accolades, we're not a department that's out there and there is not a lot of accolades for us. We do have the 2016 North American Health and Safety Proclamation. We receive thank yous from the departments, from the employees, and citizens, if we have to work with them on a claim against the City. Occasionally, we do damage other people's property, and that flows through our department, as well. For resources, like all the other departments, we have a webpage on the City site. Ms. Major has her contact information up there, 871.5209. That is the short and the sweet of Risk Management. That leaves Utilities plenty of time to finish up."

Mayor Pro Tem Caraballo said, "Thank you, Mr. Power. Any questions for Mr. Power,

Council? Councilman Carvelli responded, "Thank you, Mr. Power. Thank you for meeting with me previously and going over some of the functions." Mayor Pro Tem Caraballo stated, "Council, we know that if we ever want to go crazy, we have to go through them first to get it."

UTILITY SYSTEMS DEPARTMENT - Jesus Merejo

Mayor Pro Tem Caraballo continued, "Last, but not least, our Utilities Systems Department. I will turn it over to Interim Assistant City Manager Merejo, and I see Mrs. Rhoden has joined him, as well." Interim Assistant City Manager Merejo said, "Good afternoon, Council, staff, residents. It is a pleasure to present to you. I've been thinking about this presentation, and I actually changed the presentation three or four times while sitting over there listening to everything other departments have said. Really, I want to come out and state that you have the best department heads that I've seen here in the 28 years I've been working with the City. When you look from top to bottom, let's start with the City Manager, Assistant City Managers, Chief of Police, Human Resources . . . I could go right down the list . . . City Attorney . . . What we've been able to accomplish here in the past couple of years is tremendous. I truly mean that. We've had our ups and downs, and it's been difficult, but I think you should all be proud of the team you currently have. I look at this as a new beginning."

Interim Assistant City Manager Merejo stated, "I changed the presentation for one reason because I like history. I want to go back in history. I want everyone here who was not part of that history to know what we went through as a City. To me, that is very important. Then, at the end, I want to ask you the question: How are you going to leave your mark in this City, in this Utility, in future years? But it starts today. I've had this discussion with previous Councils. They've left their mark. I can go back to the water and sewer days; those Councilmembers left their mark in this organization. Councilmembers in-between left their mark in this organization from building water plants, wastewater plants, McCarty Ranch; all those left their mark. I have a mark that I want to pass onto you. I think that is the mark you need to take, but we'll do that at the end. With that being said, let me introduce you to my staff, my support group: Brad Macek, my Assistant Director; Donna Rhoden, Deputy Director; and Danny Segui, Deputy Director. Mr. Segui is not here; he is back at the office getting the work done. The other part is, I have a tremendous staff. I can tell you that without that staff, I couldn't do what I do. It goes from the management team to the supervisors and those employees, and also our great customer service group that Ms. Rhoden is in charge of. That being said, I will turn it over to Ms. Rhoden."

Utilities Deputy Director Rhoden said, "Thank you. Good afternoon, Council and staff. It is indeed my pleasure, but more importantly, it is my honor to be here to speak to you today. Let me lighten up a moment. Like Mr. Conrad and Mr. Pollard, I have already celebrated my 30th anniversary. In fact, I'm older than they are in many ways, but my anniversary was in July. Just to share, Dave Pollard's first workstation, literally work station, was on a folding table in the City Engineer's Office. There was no room in the inn for him. Boy, have we come a long way since then."

Utilities Deputy Director Rhoden asked, "How did it begin? How did Port St. Lucie Utility Systems Department begin? We are the only department in the City that was not born unto the City. We started as an independently run, privately run, organization. We were originally owned, operated, run and maintained by General Development Utilities, which was a subsidiary or sister company to General Development Corporation, the founder of this great city. Because they were developer-oriented, they had a very, very limited service area. They only expanded into areas where they wanted to build homes, such as the Club Med area, which was known as the Sandpiper Bay area and the River Park area; select little neighborhoods. The rest of the City they allowed to be developed with private wells and private septic systems. They relied on small package plants. I'm often asked what a package plant is. Literally, you can call a package plant manufacturer and say, 'I need a wastewater plant or a water treatment plant that will produce 20,000 gallons of water a day.' They manufacturer the plant in their factory, disassemble it, put it on a truck and ship it to you. The first wastewater plant at Westport, off Darwin, is actually a package plant that GDC had built for the west coast. They had finished using it there, packed it up and moved it over here. They had a very limited maintenance program. Again, they were developer driven, they were money driven."

Utilities Deputy Director Rhoden exclaimed, "Oh my goodness! 1990! Were any of you here in 1990 or around? They filed for bankruptcy. There is a state law that states if a publicly-operated utility goes belly-up, the County Administration for the area where they operate must take over. One day, St. Lucie County did not own a utility, and the next day, they did. They acquired it through the quick-take process. But they did not expand the wellfield nor any of the package plants. They didn't undertake any Capital Projects, and yet the City of Port St. Lucie was growing around them. They, too, had a very limited maintenance program, and on May 4, 1992, this is the headline that local residents woke up to. (**Clerk's Note:** Ms. Rhoden held up a copy of headline.) Because they had not expanded the wellfield, they literally ran this utility out of water. It had been a very hot and dry spring. As a result of that, they had to maintain enough water pressure to keep Port St. Lucie's HCA Medical Center in operation. Another state law states that a medical facility cannot perform any procedures at all if the water pressure is not at least 20 PSI. In order to maintain that amount of water pressure, with a water plant located off of Prineville, they had to shut down all of their other customers in the path. At the time, they had about 17,000 customers. They shut off 10,000 in order to keep the hospital in operation. Nine public schools were closed for three days, and in the Club Med facility, the second floor hotel room restrooms couldn't operate. It was a mess."

Utilities Deputy Director Rhoden inquired, "What was the City's response? You see, the City has always had a vision for the City, for our community. The City Council members at the time and the City Management realized 80,000 single-family lots should not be served predominantly by wells and septics. They opened a dialog with the County Commissioners, and it didn't go particularly well. There were many arguments, many battles, back and forth, many finger pointings: 'If you think you can do it better, well, go do it.' Well, that is exactly what our City Council did. They developed an action plan that ultimately would lead to the transfer of the utility. Real importantly, though, they also adopted the 1994 Water and Sewer Master Plan that would state where we needed to

have a 16" water main 20 years from now or where we would need a 12" sewer main 30 years from now. The transfer finally became effective - we just celebrated our 22nd birthday with the City - on September 30th. At the time, there were 17,000 water customers and 10,000 sewer customers."

Utilities Deputy Director Rhoden stated, "With that, we put an action plan into operation. One of the biggest things is that it allowed us to expand throughout the City, as far as the various services that we could provide. One of the first things we did was begin planning for the expansion of the all-important wellfield. Ultimately, we went from 30 to 48 wells, 18 of those are Floridan wells, the deep-Floridan aquifer. We began laying plans to abandon those package plants and expand or replace any of the other plants we had in operation. We divided the City into multiple utility service areas, and assessments were systematically levied against the properties. I've been painting a pretty rosy picture up until this point. The assessment levying process was not particularly well accepted. We had City Council meetings that went until 3:00 a.m. and 4:00 a.m. We had to put up tents in the parking lot of the old City Hall. Parks and Recreation Department brought in bleachers to accommodate . . . We handed out tickets. The former City Engineer had a family member who worked for Publix and we borrowed the deli's ticket dispenser. You had to get a ticket to be able to appear before the Council. Not only did we have bomb threats, multiple times, they also took us to court. They took us to court locally; we prevailed. They took us to the Supreme Court of Florida, where we again prevailed. Finally, two years after levying the first assessment, we were able to turn dirt."

Utilities Deputy Director Rhoden continued, "The Council was doing everything they could to make the process more palatable, which included offering two different payment options, which is state requirement. One was that you could pay a discounted amount up front. More often than not, though, residents decided to stretch it out over the 20-year payment plan. Those first group of assessments are now paid off. I believe Mr. Fry would agree with that. Some of the others are nearing that. Homesteaded properties, this was a very popular program . . . You'll hear every now and then about a property having a Restrictive Covenant on it. If you owned a homesteaded property and you had a vacant lot next door, in fact if you had up to three vacant contiguous lots, you were allowed to file a Restrictive Covenant that said, I promise I'm never going to build on those vacant lots. I'm never going to sell them, unless of course the value of the property goes way up, as it did in the early 2000's. Then you would have to pay the assessment plus all interest due. But that was a very popular program."

Utilities Deputy Director Rhoden said, "One of the most important things that Council and Administration did was to go to Tallahassee and say, 'Hey, we have so many existing homes that already have well and septic, we would like a variance from the state requirement that says you have to connect within 365 days.' The state (DEP) did offer us that variance. That is why you only have to connect an existing home if the well fails, meaning it goes dry, becomes contaminated or your septic system fails. We also offered a sewer-only connection program, which is not a very common program. If you wanted to keep your well, you could; if your septic failed, you could connect only to septic, and we bill you a flat rate per month. We have about 120 of those right now. We

said that wells could be maintained for private irrigation use. One of the codes that we did have to enact, though, was that once you connect, you can't go back. You must remain connected to the City's water or sewer system. A very popular program that was established early in the 1990's was the ten-year interest-free connection fee. We assessed you anywhere from $1,700 to about $2,300 to put those water lines and sewer lines out in front of your home. When it comes time to connect, you do have to have to pay connection fees. Right now, the sewer fee alone is about $5,000; the water alone is about $2,000. A lot of people say they can't do that, so we do allow them to finance those fees interest-free for ten years. Commercial properties with the well and septic situation can do the interest-free financing for one year. Another very popular program that Council established back then was the septic pump-out. Once you apply for service, pay your deposits, and we've established accounts, we will then pump out your existing septic tank until such time that we can make that connection complete. That's a great program, because people are having to pay upwards of $250 every time they get their septic pumped out."

Utilities Deputy Director Rhoden continued, "In the handout that was passed out, you'll notice this next slide has several blocks on the right-hand side covered up. One of the best ways to engage an audience is to get them to participate. This is an unintentional thing, but I thought it was a good answer for, 'We made a boo-boo when we made the print.' If you would like to follow along with me, I'll tell you where we were and where we are today, and you can write it down on top of that blue box. We used to have only 4.5 million gallons of water plant capacity; today we have 41.65 million gallons. We used to only have 4.7 million gallons of sewer capacity; today we have 18 million gallons. That is how much we can treat per day; we can either produce that much water or take on that much sewer. We had 363 miles of water main; we now have 1,200 miles. If we laid that pipe end-to-end, it would stretch from here to Indianapolis. Fire hydrants - we had 1,262; we now have 5,418 bright red fire hydrants. We had 202 miles of sewer main; we now have 1,070. If you took that pipe and started in Indianapolis, you could lay it end-to-end and end up in Denver, Colorado. As of October 21st, we have grown to 69,949 customers. I like to say almost 70,000. For sewer, we've grown from 10,800 to 50,945, more than 7,000 of those septic systems that we have taken out of service and converted to public sewer. I can never end my part of the presentation without saying, we remain connected to the community."

Interim Assistant City Manager Merejo said, "Back in the beginning when I started here, I was part of what happened in the failure. I was a trainee at the time. I came from an area of being very competitive; I was a minor league baseball player. My first job was a wastewater operator trainee at the Southport Wastewater Treatment Plant. And here I am, trainee working . . . I was actually the first employee the county hired when they took over from GDC. The phones were going off, the press was sitting out there by the wastewater plants, and I'm sitting there saying, 'This is chaos. What have I gotten myself into?' Quickly, we started getting prepared as to how we were going to fix the plant, what we were going to do. It took us about a week to get everything said and done. But, the bottom line was that we didn't have any resources. We didn't have a good maintenance program. GDC left chaos, complete chaos, within the facilities. From that point forward, I can say I was marked. I said to myself that if I ever become in

charge, it would never happen again. Being passionate, that's me. Being committed, that's me. I can tell you that with what we have accomplished as a utility, as a City, where we are today, there's no comparison. You went from having a $45 million utility to a $1 billion operation to a $100 million yearly operation. That is what you have right now. And, you went from no planning whatsoever to a 50-to-100-year planning phase. I asked the question: Where do we go from here? What's going to be your mark in this City, in this Utility? I look at it this way, we've expanded water plants, wastewater plants, purchased McCarty Ranch. What's left? What is going to be left for all of us, our grandkids, is our environment. What are you going to do, as a City Council, to protect this environment? That is really, truly what I want to leave you with. To me, your mission should be, 'Let's protect this environment. Let's protect what we have.' From a utilities point-of-view, I have just . . . (**Clerk's Note:** Interim Assistant City Manager Merejo placed two large boards in front of the table for the Council to view.) This is what we have already planned. We already know what the future of our Utility is. I know what I'm going to do in five years. I know what I'm going to do in 15 years. We have a Master Plan for our service areas, but we need help with our environment. We need help with South Florida, with EPA. To me, your mission is to make sure that we protect this great environment, protect the City and protect the Utility. I'll take any questions you may have."

Mayor Pro Tem Caraballo stated, "Thank you very much for the presentation, Mr. Merejo. Council, any questions or comments?" Councilman Carvelli said, "Mr. Merejo, I appreciate your presentation. I remember those going to those tent meetings. That Council was very courageous; they had two-year terms at the time. I remember talking to Mayor Minsky and Jim Anderson; they were stepping up to the plate. That was a big deal, and that is why we are where we are today. I do appreciate it, personally. I remember being on east U.S. 1 in 1995 and having one of the first grinder lift stations. It was a great system and the hook-up was $4,500 at the time. Everybody was complaining about the cost, but without it, we couldn't do what we are doing today. I do appreciate it. You asked what we can do. My philosophy, coming from a military family and being born on a base, is listen, learn, lead, but also, when given command, take charge. You try to balance those two objectives, and I will listen closely to what you have to offer."

Councilman Carvelli stated, "I do appreciate the environment. I did ride out to McCarty Ranch last weekend with my wife, giving her a plug for going on the trip with me. I took the truck out there and rode all over McCarty Ranch, saw some nice things happening and the potential it has, as well. Ma'am, I thank you, too, for the good presentation and the drama you brought into it. It was pretty interesting. I remember many of those package plants on Darwin because I used to own lots out there, and I thought those assessments were really going to cost me. I do appreciate all you've done, and I'm looking to forward to working with you. Thank you, sir. Thank you, Mr. Blackburn. Thank you to everybody. It has been a great learning experience today listening to all of you and getting to know what you do. I did compliment the City Manager on the break that I did appreciate seeing the staffing in each department. You always like to know what comprises how they operate. To the Chief, as well, I didn't get a chance to say thank you. You've given me many updates during the year and I do appreciate all you've told

me about what the department does. Thank you to everyone for having us here today." Mayor Pro Tem Caraballo stated, "Thank you, Councilman Carvelli. Are there any other comments? Mr. Merejo, thank you so much for your presentation. One of the best tours I've ever taken was of the Utility Department. I thoroughly enjoyed it and encourage any Councilmember or anybody who has the opportunity to do so, they should. When you see what we have, it is very, very impressive. I want to you thank you for that."

PUBLIC TO BE HEARD

Mayor Pro Tem Caraballo said, "We have one person who is scheduled to speak. If she is still here . . . Debra McGrann? I don't see her, but I'm just verifying. Any members of the public wishing to speak, please step forward."

CLOSING COMMENTS

The City Manager noted, "Your staff has worked very hard to put this presentation together for you. This is very important. We all lose paper, so everything that is in the book is on this flashdrive. Download it, put it in a folder on your desktop or keep it on the flashdrive. Mr. Jones is actually saying, 'Don't download it, it's too much stuff.' It was your staff's pleasure to be able to provide you an overview of the various services. I think that you can see how much pride there is from the various departments, and also, a lot of tenure in your City, particularly considering how young we are as a City. As a new City Manager, I learned a lot from the presentations today. I appreciate that greatly. Our next step will be on December 16th, we're offering tours of departments. We'll coordinate with you as to where you'd like to go, what you'd like to see first. If you're not able to make that day, we'll work with you. If there's a department you'd really like to visit, coordinate with me and we'll find a separate day for a tour for you. I want to thank all the department directors, Ms. Roebling, Mr. Merejo for coordinating this, Ms. Verillo and Ms. Padova in our office, and all of the departments for providing information. It was our pleasure and I hope that we helped you with a little bit of information. I know you knew a lot about the City already, but hopefully, this was a little bit more."

Mayor Pro Tem Caraballo inquired, "Other comments?" Councilwoman Morgan replied, "I do talk, sometimes too much, just don't ask my husband. I do want to take this time to thank everybody for the time you spent here all day with us to teach us. The most important thing the more information that we can get, the better we will be. I look forward to the bus tour. It was interesting to hear the time frames that everybody had been here - 'Oh, I've been here since 1983 and 1995. Then, Mr. Pollard said 1960. I've been here since 1962. Yes, I've seen it, done it. You either went to A&P or Piggly Wiggly in Stuart to go grocery shopping on a two-line U.S. 1. I've seen a lot. I do look forward to working with everyone here and all the staff. It's been a fabulous ride and it's only been a week. What minor league team were you with, Mr. Merejo?" Interim Assistant City Manager responded, "Chicago White Sox." Councilwoman Morgan remarked, "Oh, I'm sorry. I used to work in the Scouting Department for the New York Mets, so I wanted to know which one. I've been here a long time, and it was interesting even hearing about when the Mets . . . Of course, I could go on with all the memories you have when you grow up in this wonderful City. I did leave a couple of times to help

out some family and to work elsewhere, but I always came back to Port St. Lucie. Again, thank you for your time and spending the whole day with us. The food and refreshments were great, and we'll see you next week."

The City Manager commented, "A special thanks to Ms. McAlpine and her staff for their set-up; to Communications and MIS, as well."

Mayor Pro Tem Caraballo stated, "Thank you. I would like to echo the Council's comments. It's a very proud moment for me to be able to work with you, personally. I know some of you longer than others, and every experience I've ever had has been such a pleasure. I echo Mr. Merejo's comments; we have a phenomenal team from top-level down to every level. We are so fortunate to have our new City Manager, Mr. Blackburn, who I want to personally thank, as well, for putting this together and heading this up. Having to come in brand new, himself, and three new Councilmembers, and a lot of different changes; so, it hasn't been easy. I've witnessed it in the past few years. It definitely hasn't been easy, but look at what we've accomplished, look at what we've done sticking together. I also believe this is a brand-new start. With the three new members, Vice Mayor Martin and Mayor Oravec, I know that we all share that same vision where we're ready to see this City go to the next step and the next level. With full confidence, your help, our new City Manager, our new City Attorney, together, I know we're going to make real big things happen. Thank you so much. We look forward to working with you."

ADJOURN

There being no further discussion, the meeting adjourned at 3:32 p.m.

_____

Karen A. Phillips, City Clerk

_____

Denise M. French, Deputy City Clerk

CN120516

COUNCIL ITEM 7A
DATE 1/23/17

CITY OF PORT ST. LUCIE
CITY COUNCIL REGULAR MEETING MINUTES
DECEMBER 5, 2016

A Regular Meeting of the CITY COUNCIL of the City of Port St. Lucie was called to order by Mayor Oravec on December 5, 2016, at 7:10 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. MEETING CALLED TO ORDER

2. ROLL CALL

Council Members Present:

Mayor Gregory J. Oravec
Vice Mayor Shannon Martin
Councilwoman Jolien Caraballo
Councilman John Carvelli
Councilwoman Stephanie Morgan

Others Present:

Russ Blackburn, City Manager
O. Reginald Osenton, City Attorney
Patricia Roebling, Assistant City Manager
James Angstadt, Public Works Director
Rusty Bedell, Chief Building Inspector
John A. Bolduc, Police Chief
Roxanne Chesser, Public Works
Carmen Capezzuto, Community Services Director
Kristina Ciuperger, Director, Communications
Sherman A. Conrad, Parks & Recreation Director
Anne M. Cox, Assistant Planning and Zoning Director
Joel Dramis, Building Code Administrator
Edwin M. Fry, Jr., Finance Director/City Treasurer
Ella Gilbert, Staff Attorney
Bill Jones, MIS Director
Bridget Kean, CRA Director
Bradley Keen, Assistant Parks & Recreation Director
Frank Knott, Public Works
Mike Lubeck, Assistant Director, Neighborhood Services
Brad Macek, Assistant Utilities Director
Jim MacMillan, Police Officer
Renee Major, Risk Management Director
Kathleen McAlpine, Civic Center Director
Jesus A. Merejo, Utility Systems Director
Karen A. Phillips, City Clerk
David K. Pollard, OMB Director
Jerome Post, Human Resources Director
Sarah Prohaska, Public Information Officer

Jack Reisinger, Building Department Manager
Donna Rhoden, Commercial Development Manager
Patricia Roberts, System Support Manager
Cheryl Shanaberger, Procurement Management Department, Director
Patti Tobin, Planning and Zoning Director
Sally Walsh, Assistant City Clerk
Christopher L. Carmody, Jr.
April Stoncius, Deputy City Clerk Supervisor
Calleigh N. Myers, Secretary

3. INVOCATION & PLEDGE OF ALLEGIANCE

The Assistant City Clerk read the Invocation and the Mayor led the assembly in the Pledge of Allegiance.

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

There was nothing scheduling under this item.

5. PUBLIC TO BE HEARD

No one signed up under this Item.

6. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Vice Mayor Martin **moved** to approve the Agenda. Councilman Carvelli **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of the Agenda. The motion **passed unanimously** by roll call vote.

7. APPROVAL OF CONSENT AGENDA

a) APPROVAL OF MINUTES

b) KEISER UNIVERSITY AT TRADITION – REQUEST TO CHANGE PUBLIC ART WORK, PLANNING AND ZONING DEPARTMENT

c) WPSL/WIRA CHRISTMAS KIDS, INC., REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE SEAFOOD ON THE SQUARE EVENT TO BE HELD ON DECEMBER 10, 2016, SIGNS SCHEDULED TO BE PLACED DECEMBER 6, 2016, THROUGH DECEMBER 13, 2016, CITY MANAGER

d) DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION, UTILITY GENERATORS, AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20170060, PROCUREMENT MANAGEMENT DEPARTMENT

e) WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C), AND PARTICIPATE IN THE CLAY COUNTY FLORIDA RFP NUMBER 13/14-8, PRICE AGREEMENT FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS WITH MULTIPLE VENDORS AS IDENTIFIED IN THE ATTACHED CLAY COUNTY BID RECOMMENDATION SHEET, #20170023, 2016/2017 EXPENDITURE FOR THIS PROJECT IS $53,805.17, CONTRACT PERIOD IS FEBRUARY 12, 2014, THROUGH FEBRUARY 11, 2017, WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, PROCUREMENT MANAGEMENT DEPARTMENT

f) STS MAINTAIN SERVICES, INC., MEDIAN MOWING AND LANDSCAPE MAINTENANCE SERVICES – BECKER/GATLIN, #20160132, UNIT PRICES OF $28 PER ACRE OF MOWING AND $0.01 PER LINEAR FOOT FOR EDGING, ESTIMATED ANNUAL COST IS $168,101.28, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 5 YEARS WITH ONE FIVE YEAR TERM RENEWAL OPTION WITHOUT FURTHER COUNCIL APPROVAL, PROCUREMENT MANAGEMENT DEPARTMENT

g) ANNUAL TREASURY REPORT, SEPTEMBER 30, 2016, FINANCE DEPARTMENT

h) DREAM IN COLOR PRINCESS SPA, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE TREASURE COAST TRADE AND REAL ESTATE EXPO TO BE HELD ON JANUARY 21, 2017, SIGNS SCHEDULED TO BE PLACED JANUARY 7, 2017, THROUGH JANUARY 21, 2017, CITY MANAGER

Councilman Carvelli **moved** to approve the Consent Agenda. Vice Mayor Martin **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of the Consent Agenda with Items 7 c), 7 f), and 7 g) pulled for separate discussion. The motion **passed unanimously** by roll call vote.

c) WPSL/WIRA CHRISTMAS KIDS, INC., REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE SEAFOOD ON THE SQUARE EVENT TO BE HELD ON DECEMBER 10, 2016, SIGNS SCHEDULED TO BE PLACED DECEMBER 6, 2016, THROUGH DECEMBER 13, 2016, CITY MANAGER

Mayor Oravec said, "It states in the request letter, 'Town of Tradition.' Tradition is a very fine community, but as we reinforce our culture as a City for all people, I do not like to see that in the official correspondence to the City. Town implies an incorporated area like a village, and I do not want them thinking they are not part of the City of Port St. Lucie, because we are all part of the City of Port St. Lucie."

Councilwoman Morgan **moved** to approve Item 7 c). Vice Mayor Martin **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of Item 7 c). The motion **passed unanimously** by roll call vote.

f) STS MAINTAIN SERVICES, INC., MEDIAN MOWING AND LANDSCAPE

MAINTENANCE SERVICES – BECKER/GATLIN, #20160132, UNIT PRICES OF $28 PER ACRE OF MOWING AND $0.01 PER LINEAR FOOT FOR EDGING, ESTIMATED ANNUAL COST IS $168,101.28, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 5 YEARS WITH ONE FIVE YEAR TERM RENEWAL OPTION WITHOUT FURTHER COUNCIL APPROVAL, PROCUREMENT MANAGEMENT DEPARTMENT

Mayor Oravec said, "We spend a lot of money maintaining medians and rights-away. I am glad that we do, because it sets the City apart by the clean and green look. That being said, we have a new manager looking at things and I have noticed other municipalities mulching their medians, rather than having grass that needs to be mowed quarterly. There is an opportunity to systematically approach our medians, so that rather than having hedges that need to be sheered quarterly there is an opportunity to go to spartina or large patches of grass, so we could maintain the aesthetics, but save costs? If it okay with Council, maybe staff can include that in a future retreat."

Councilman Carvelli asked, "Is that retrofit area already grassed?" Mayor Oravec replied, "As they update, and convert over as the ROI was there."

Vice Mayor Martin **moved** to approve Item 7 f). Councilwoman Caraballo **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of Item 7 f). The motion **passed unanimously** by roll call vote.

g) ANNUAL TREASURY REPORT, SEPTEMBER 30, 2016, FINANCE DEPARTMENT

Councilwoman Morgan said, "In Chart One, the cash investments are $208 million, and 87% is restricted, which comes to $27.5 million of unrestricted. Is that extra money?"

Mr. Fry said, "We are trying to display all the funds that are available, and 87% of the funds are restricted, because they are revenues for specific purposes. The 13% is the general funds, which are available for any purpose the City would like to use them on." Councilwoman Morgan asked, "We have $27.5 million available to us?" Mr. Fry replied, "That is the balance for the General Fund. Chart Two, is looking at the 87% that is restricted in detail, but there are capital projects, stormwater, and a mix of others. The 13%, is primarily the funds for the City." Councilwoman Morgan asked, "Can the $27 million be used for debt service or the Westmoreland Park?" Mr. Fry responded in the affirmative. Councilwoman Morgan continued, "Basically, used for debt service." Mr. Fry replied, "It is used for the operations of the City."

Councilwoman Morgan said, "My other question was on Chart Two. I see the breakdown of $180 million, which is the 87%. I see that a very large portion is going towards debt service." Mr. Fry responded, "Correct." Councilwoman Morgan said, "Okay, thank you very much."

Councilman Carvelli asked, "On Chart Four, does the blue line represent 2016?" Mr. Fry responded in the affirmative. Councilman Carvelli asked, "Has there been increased cash flow?" Mr. Fry responded, "Yes, and part of that is attributable to the Crosstown

Parkway Bonds. It is overall recovery from the downturn that we had from 2008 to 2011." Councilman Carvelli said, "I noticed there are monthly increases. What represents the revenue that produced those increases?" Mr. Fry replied, "For the 2013-2014 year, which was the Crosstown Parkway Bonds, that was an additional $36 million that came in at that point. Anytime you see a spike, that is where we had a one-time revenue come in. Our pattern shows that we peak in January, because we received the ad valorem taxes. We spend those down as we go through the fiscal year, and October is our low point." Councilman Carvelli asked, "Does the unrestricted $27.5 million represent actual contingency in the Operating Fund?" Mr. Fry responded, "It is the funds that are available. The big part is through October and November when we are waiting for the ad valorem taxes to start coming in."

Councilwoman Caraballo asked, "The 13% is unrestricted, and that is not contingency. Is the Contingency Fund within the restricted?" Mr. Fry responded, "No, the contingency would be included in the 13%. The other funds have contingency that are contained in the restricted funds." Councilwoman Caraballo asked, "Is there contingency in both?" Mr. Fry replied, "That is correct." Councilwoman Caraballo said, "We had an interesting conversation for the additional $27.5 million, and you explained that we end up with a higher balance, but that balance is a carry over. What would be the reason for carry over in September, and why is it $27 million." Mr. Fry responded, "It fluctuates from year-to-year. Some projects were not completed, and that is why you see appropriated funds carried forward from the previous year. There are cash flow issues with the ad valorem taxes, and we have a carry over to make sure we can cover the cash flow during those two months while we are waiting for the taxes to come in. We had costs related to Hurricane Matthew, as well." Councilwoman Caraballo responded, "Thank you. I am very interested in the future. I know the City Manager is planning on a conversation to discuss contingency, and what it looks like going forward."

Mayor Oravec said, "I just want to be clear on what the pie chart represents. Chart Number Two references the Building Department's Economical Trust, and it leads me to believe it is all pulled cash." Mr. Fry replied, "Yes, Chart One is all the pulled cash, and surplus funds to the City. It is a total of all the funds we have available for investing. Chart Two, are the funds that are restricted, because of bond covenants. Those funds can only be used for those purposes. The 13% is the General Funds, which can be available for any use, and the 87% is restricted." Mayor Oravec said, "Let's say the Building Department Fund has $6 million of contingency it would be shown as restricted, because it can only be used for the Building Department. Would it be possible to get our Rate of Return benchmarked against other comparable Florida cities? I believe the Florida League of Cities has a long, running cash investment pool, and I would like to see what their historical rate of return is. I would also like to see what similar cities in Florida do, because I am concerned about the 0.83% being our rate of return. I know we are balancing risks, and we want equity, but so do all cities in Florida. How do we compare against our peers, and aspirational peers? Are you comfortable doing that, Mr. Blackburn?" Mr. Blackburn responded, "Yes. We will provide that to you in a memorandum." Mayor Oravec replied, "Thank you."

Councilman Carvelli said, "That is a great idea." Mayor Oravec said, "If someone is making 1.5%, I would like to know why we are only making 0.83%." Vice Mayor Martin

said, "When you are making that comparison you have to be careful and make sure you are comparing apples to apples. All cities are different, and it will be hard to mirror with respect to debt." Mr. Blackburn said, "We will look at their Fiscal Policies to make sure there is nothing that allows more risks, than ours will allow." Mayor Oravec said, "I would hate to see the Florida League of Cities lap us, because that would be disappointing. Any additional comments?" Councilman Carvelli responded, "That is a great point, especially with that amount of money being invested. I want to hear what the City Manager is going to bring back. Thank you."

Councilwoman Caraballo **moved** to approve Item 7 g). Vice Mayor Martin **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of Item 7 g). The motion **passed unanimously** by roll call vote.

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

9. **OTHER PUBLIC HEARINGS**

10. **FIRST READING OF ORDINANCES**

11. **RESOLUTIONS**

a) RESOLUTION 16-R93, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 20 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF ENGINEERING, DESIGN & CONSTRUCTION, INC. (P16-174); PROVIDING AN EFFECTIVE DATE.

The Assistant City Clerk read Resolution 16-R93 aloud by title only. Vice Mayor Martin **moved** to approve Resolution 16-R93. Councilman Carvelli **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of Resolution 16-R93. The motion **passed unanimously** by roll call vote.

b) RESOLUTION 16-R94, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, SUPPORTING A PARK AND RIDE LOT AND BUS TERMINAL TO BE KNOWN AS THE "JOBS EXPRESS BUS TERMINAL" LOCATED ON THE SOUTHEAST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET; PROVIDING AN EFFECTIVE DATE.

The Assistant City Clerk read Resolution 16-R94 aloud by title only.

Mr. Angstadt said, "We have a few slides to show you. In 2013, as part of the I-95 PDNE Study. The analysis indicated that Gatlin Boulevard is a prime area for a commuter facility. It will allow people to park, and transport passengers to Palm Beach County. The approximate cost of the facility is $8.1 million to be funded through FDOT. The site is the FPL right-a-way, where they have their major lines. FPL has been working with the FDOT and the TPO. If everything works out, construction can begin in January 2021. I will be happy to answer any questions." Mayor Oravec asked, "Any questions, Council?"

Mayor Oravec said, "The entrance for Home Depot is terrible. Can we improve the entry way into that plaza?" Mr. Angstadt replied, "The Site Plan is conceptual in nature, and am sure we can work with FPL, FDOT, and TPO to see what we can work out." Mayor Oravec said, "I would appreciate it. Mr. Blackburn, if there is any opportunity, it's there. We have Bass Pro, Home Depot, and Wendy's. It is a wonderful plaza, but the entrance does not represent the quality of the plaza. If you can work with Ms. Tobin and Mr. Angstadt to upgrade it, I would be grateful."

Vice Mayor Martin said, "I am very supportive of this. We have been talking about this in TPO, and with the Council for a long time. I am happy to support this resolution, and I would like it sooner than 2021, but we know how the process works."

The Assistant City Clerk read Resolution 16-R94 aloud by title only. Vice Mayor Martin **moved** to approve Resolution 16-R94. Councilwoman Caraballo **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of Resolution 16-R94. The motion **passed unanimously** by roll call vote.

12. UNFINISHED BUSINESS

a) COUNCIL RULES DISCUSSION, MAYOR & COUNCIL

Mr. Osenton said, "Last week, we had a discussion concerning the rules, and the Council has 60 days to do this. I took notes of last week's discussion, and based on that discussion I prepared the red-line, which was provided in a memo under this Item. Anything that I have proposed in the red-line is open for debate or discussion, assuming that is what Council wants to do." Mayor Oravec responded, "Thank you."

Vice Mayor Martin said, "Section 13, Participation of a Council Member by telephone. I do not remember hearing a consensus that the Council Member shall not vote. My question is, if the Attorney General says it is allowable then why would we preclude it from happening, especially, if it is done that way in other cities. Was there a consensus and I just missed hearing three people say that?" Mayor Oravec replied, "No, we can have some fun with this discussion. I had Mr. Osenton pull the Florida Attorney General's opinion, and it seems that the Florida Law is trying to keep up with the technology. I am happy to go along with what the majority of the Council decides on that issue."

Vice Mayor Martin said, "I would like to have that Section changed to say, 'The Councilmember shall be allowed to vote,' instead of not." Mayor Oravec asked, "Mr. Osenton, is that acceptable practice to allow the Councilmember to vote?" Mr. Osenton responded, "The Attorney General's opinion is adversary, but it is a good statement, and the law has evolved with technology to allow voting telephonically by Skype. If you were to do a survey of the various cities in Florida, you would probably have a majority that would not allow voting, but they would allow participation. As your lawyer, you are not going to cause me any heartburn if you decide to allow voting." Mayor Oravec said, "The opinion states, 'If the quorum of a local board is physically present, a board may allow a member with health problems to participate and vote in board meetings through

the use of such devices as a speaker telephone.' It seems like the important caveats are the requirements established by physical presence, and if the person who is physically absent has a health condition that justifies voting remotely. Is that the direction you are going Vice Mayor?" Vice Mayor Martin replied, "Absolutely." Mayor Oravec responded, "I am okay with that. Do we have another member of Council that would be okay with that or do you want to debate it?"

Councilwoman Caraballo said, "I see the need in situations when we have medical conditions, but my concern is that it be taken advantage of. It is not this Board, but I am thinking towards the future. I would like to have a conversation on how to think through every case scenario, because once we set precedence for this it is hard to go back on that. I hope everyone is open to the discussion to make sure that we are thinking of every case and what can happen from this point on."

Mayor Oravec said, "Every Council sets its own rules every two years. Just like this Council is proposing changes, every Council gets to do that. I tend to agree with you on precedent, but every two years it can change. We are definitely going to debate, because you can't change it without a debate."

Councilwoman Morgan said, "In agreeance with Councilwoman Caraballo, my concern is it being abused. Once it is a rule, it's a rule. I understand that there are medical conditions that happen, like with Vice Mayor Martin going in for back surgery. I am sure if something comes up on the Agenda next week she would want to be part of the discussion. I am concerned about it counting towards a quorum when being allowed to vote, but as for calling in to support items and voicing your opinion, I absolutely agree. I am just worried about abuse, and putting it in as a rule, which is what we go by. Can it be done case-by-case? She is out for back surgery and she can't be here, but allow her to vote. If someone is out for a flu bug or cold . . . . I am just worried about the abuse."

Councilman Carvelli said, "First off, I read the whole section that has been lined up. It is not just medical, but also extraordinary circumstances. One of us might get stuck in Miami, and we want to participate or listen. I think the big safe guard is, 'The attendance shall not be permitted unless and until the Councilmembers in attendance, in person, approve it.' There are a number of safe guards here. I was on my honeymoon in Italy, and they phoned me in to participate in a School Board meeting. It is a chance to listen, and participate in the meeting. Personally, I have no problem with this and it moves us into the future. If this doesn't work out, then we have the opportunity to change those rules again. I am in favor, and I have no problem with it."

Vice Mayor Martin said, "I appreciate that Councilman Carvelli. In the rules, it currently says, 'An extraordinary circumstance that prevents the Councilmember's attendance in person, and it shall not be permitted unless and until the Councilmember's in attendance, in person, at the meeting approves such attendance.' In my case, and I will use myself as an example, because it has been brought up. I have already asked prior to me being out for the meeting and the workshop. We have the ability to police each other on this Board, and call each other out if we think abuse is taking place."

Councilwoman Caraballo said, "Vice Mayor Martin, I agree. I am glad Councilman

Carvelli brought up and highlighted, 'Such attendance shall not be permitted unless and until the Councilmember's in attendance, in person, at the meeting approves such attendance.' Just like we approve each other's absences, I am willing to go along with the will of the Council. For me to go along, it would have to say, 'We would approve it case-by-case.' That would give me some remedy to that safe guard where if we felt like it was being abused we could speak about it. Thank you."

Mayor Oravec said, "Counting the votes, it seems like that is going to be in there in some form. Mr. Osenton, how would you want to change it to provide the Council Member being allowed to vote? Would you take out the, 'Not'?" Mr. Osenton replied, "It is a simple change, and in the next to last line, where it says, 'ascertaining a quorum for the meeting,' at that point you would put in a period, and strike the rest of the language that says, 'and that councilmember shall not be allowed to vote.' I think that would permit the voting." Mayor Oravec said, "We are just going to add a period, and strike, 'and that Councilmember shall not be allowed to vote.'" Mr. Osenton replied, "The last word in the paragraph would be, 'meeting'."

Councilwoman Caraballo said, "I had a question brought to me by a citizen, and they asked, 'How do you know it is that person voting on the phone?' My question is, do we want to be more specific and say Skype, so the person is visible?" Mayor Oravec replied, "When you get a form notarized it says, 'produced identification or personally known to me.' I feel like I would know the voice of the Councilmember. How do you know this is me, and not a robot?" Councilwoman Caraballo replied, "I know, Mayor. I just wanted to clarify that for the record, and share the concern that was brought to me."

Councilman Carvelli said, "In elementary school there is a special password when people come to get their children. We can all have a special password, and have the clerk hold it. I am fine with it either way. We may not be able to drive and Skype, because that could get difficult. I am completely fine with people phoning in, and I think we will recognize their voice."

Mayor Oravec said, "I am fine with the way it is, but it is a better practice to use your iPhone or Skype that way you can see body language. It is always better to meet the person on a sensitive issue than talk on the phone. If you cannot be there in person, then an image is better. Thank you for sharing."

Councilwoman Caraballo said, "I know we can only discuss now, because of Sunshine. I want to put everything out there, so we can talk about it. Sometimes it gets silly, but that is okay, because I am used to getting picked on." Councilman Carvelli said, "I think it is a great starting point. It is not too open ended, but it states what the perimeters are. Once again, I am comfortable with it."

Mayor Oravec said, "Mr. Carvelli, I know the emergency meeting is important to you. I am going to ask you to trust us that we will call a meeting when there is an emergency. I know the School District worries if school will be held, but here with the Police Department and Public Works, we are going to meet." Councilman Carvelli replied, "I understand." Mayor Oravec said, "The Charter provides for the Mayor or majority of Council to call for a Special Meeting, and an emergency is a Special Meeting. I promise

you that we will call a special meeting." Councilman Carvelli replied, "I am perfectly fine. I talked to a staff member who informed me that there were provisions within the Charter. I am fine with deleting that section." Mayor Oravec responded, "I appreciate that. I would like to stay with our Charter that allows the Mayor or majority of Council to call a Special Meeting. I have called a Special Meeting anytime someone asked, with the exception of the Special Meeting regarding Mr. Bremer. I didn't want to call that one, because I just wanted to get the Budget done." Councilman Carvelli responded, "I appreciate it. A staff member on Friday informed me that there were provisions in the Charter, and they looked at that Section. I am fine." Mayor Oravec replied, "I really appreciate it. If it is okay with the rest of the Council, I would like to take out what was supposed to be an insertion."

Vice Mayor Martin **moved** to approve Item 12 a). Councilman Carvelli **seconded** the motion. The Assistant City Clerk restated the motion as follows: for approval of Item 12 a). The motion **passed unanimously** by roll call vote.

13. **NEW BUSINESS**

ADDENDUM ITEM:

a) **DISCUSSION ON ITEMS FOR THE DECEMBER 19, 2016, CITY COUNCIL WORKSHOP,** CITY MANAGER

Mayor Oravec asked, "Could our first Workshop Item be a discussion of the Strategic Plan that exists today? You got a snip-it at the Orientation, but it wasn't a deep dive. This team is going to come together to change it, but before we start getting in depth on issues, it would be good to go over it."

Councilman Carvelli said, "That would be a great starting point, and having offered two topics I didn't expect both of them to be discussed. I am perfectly fine with the Strategic Plan, and one of the ones I suggested being tied into it. Education is a part of it, and we could look at that, as well." Mayor Oravec asked, "Would the Council be okay with a deep dive into the Strategic Plan?" Vice Mayor Martin replied, "I am fine with that." Mayor Oravec said, "These are in depth discussions, and I think five is a max. Councilwoman Morgan, regarding discussing 1st and 2nd Reading of Ordinances, would you be okay until after we get the white paper from Mr. Blackburn?" Councilwoman Morgan replied, "Absolutely. We had that discussion earlier, but I wanted us to discuss the sign ordinance regarding the sponsorships and the temporary signs for special events. I think that will be very minimal in time, and if we can keep reviving the Budget Committee and the sign ordinance, I am good with that."

Vice Mayor Martin said, "I want to make a couple comments on reviving the Budget Committee. I plan on attending telephonically on the 19th, but if for some reason I can't, I want to get a couple comments on the record. I do not have a problem with having a Budget Committee, however Mr. Blackburn is new and he hasn't had an opportunity to work on a budget with our staff. I think it is a little soon to start that process, and I have concerns of what that may look like if we are going to do that. I was on the Council six years ago when there was a Budget Committee. There was no scope provided, staff

time was used exponentially, staff felt like they were abused, and some of the Committee Members got very political. If we are going to head in that direction, I would like to see that Mr. Blackburn has the opportunity to look at what other municipalities do. I would like to see it streamlined as to what we think the scope is going to be, and what we want the Budget Committee to look at. I don't want them going off the rail and randomly picking departments and deciding that we need to pick off departments. Also, we started the City University Program to engage our citizens and teach them about the City. I would like to provide the City University students the opportunity to continue with the education and to be able to be on that committee. They have that knowledge from the six week program. Those are some of the things I would like to see if it moves forward. Part of being here for so long, gives me the opportunity to learn from past mistakes and I want to make sure we do not repeat those."

Councilwoman Caraballo said, "I would agree with Vice Mayor Martin. I am open for the discussion of a Budget Committee, but I would like to make sure the City Manager has the opportunity to define the scope he would like to see moving forward. I am very excited about the upcoming conversations in the meetings he has planned. He is going to do things differently, and he is bringing in a new set of ideas. There are a lot of opportunities, but I want to look at requirements and qualifications. Any time we have Boards, they have a certain background. When the conversation happens we want them to understand what a budget looks like, and how to address it appropriately. Again, I am interested in the discussion moving forward, and listening to Councilwoman Morgan. I think she will have some great ideas, but I want to make sure we stay within the scope the City Manager thinks the focus needs to be, if that is the direction of Council. Thank you."

Councilwoman Morgan said, "I have been in conversation with the City Manager regarding this issue. I will have a packet for each Board Member and the Mayor. I have served on both of the Budget Committee for the City and the County, which is very well respected. This helps prove to the citizens that we are transparent, and there will be a scope, but we are still working on it. It would be awesome to involve our citizens. You will be pleased with what I present, and I think sooner will be better because it is going to take time to get a Committee together. I do not necessarily agree that it has to be someone from the City University, because I think what we are looking for are people who own their own companies and know what a budget is. I am looking for retired CEO's, people who have worked with large budgets, and accountants. I am not an expert on budgets, but I have a successful business with a budget. Keep an open mind, and I can get the packet to you before the Workshop." Mayor Oravec replied, "From a process standpoint that has to be done in advance. We cannot have a discussion without information in advance. That should be distributed to us as soon as possible. I discourage us from debating it tonight, because that is the point of the Workshop. The information has to be provide by the Agenda deadline, otherwise we cannot have a formal discussion. My only comment on the Budget Committee is taking a step back and strategically thinking about how we interact with the citizens. I wanted to have a broader conversation. Should we have a river committee? Are they standing committees or are they subject blue ribbon committees that end at a certain time? The County's Budget Advisory Committees are standing committees that meet annually. They go through the process . . . . Just as a side note, CEO's are great, but if they have

always been in the private sector, let's make sure they get coached on Union contracts, public sector hiring issues, and civil service. That is a huge break between the private sector and the public sector. What do you mean I can't fire someone because I don't like the color of clothes they are wearing? I digressed, but there is a greater conversation about how we involve the public, and why City University might not be the end all be all, it seems like it should be on our application form. They have been exposed to another level of governance and how the City works. That should be valuable, and if it is not then we should enhance the curriculum. We might want to have a conversation about citizen committees in general, so we can take the temperature of this team. Before Councilwoman Caraballo won the election, I went down a laundry list and asked her what she thought. It would have been illegal the day she won the election, but the day before it wasn't."

Councilman Carvelli said, "I think it is great we are going to look at the Strategic Plan, and the broader issue of citizen committees. I can provide some information, but I wasn't planning to provide a large amount of information for everyone to look at before the holidays. I can present a couple of things and explain why it is important to have it in the City. I can bring forward some items that would supplement the Strategic Plan, and where we would like to go in terms of partnerships and expectations for schools in the district. I will put a few pages together, but not a lot." Mayor Oravec said, "That sounds good. I am smiling because I am so grateful to be the Mayor of Port St. Lucie and serve the people, but now I can better understand some things that happened in the past. We talk about enhancing transparency and accountability, but that doesn't mean we haven't been transparent. If you do not provide your position on something, the Council is going to wonder, 'What does so-and-so think?' There is a lot of time spent on wondering when you could just say it. The more you can tip your hand in advance, then the more useful it is. I like to consolidate lessons on the fly from the last two years. Staff asked for a forum on race relations and level of service discussions." Mr. Blackburn responded, "Mr. Mayor, we would like to withdraw that one Item. We are not quite ready for that discussion." Mayor Oravec asked, "The unapproved real property?" Mr. Blackburn replied, "Yes." Mayor Oravec asked, "What about the forum on race relations?" Mr. Blackburn responded, "It is an update, and it will be ready."

Mayor Oravec continued, "We have Strategic Plan, Citizen Committees, Forum on Race Relations and Inclusion, Education, and the Sign Ordinance Issue. Is that okay for the Agenda?" Councilwoman Caraballo asked, "Are we taking the Sign Ordinance Issue off?" Mayor Oravec replied, "No, put it on. Normally, I would say we should all get a chance to discuss one issue, but I think the Budget Committee/Citizen Committee is a shared one with many of us. Is everyone good with that? Mr. Manager, are you good?" Mr. Blackburn replied, "Yes, Mr. Mayor." Mayor Oravec said, "In the future, I will be happy with you doing this behind the scenes through your one-on-ones."

Vice Mayor Martin said, "Thank you for saying that, because I want to go back to the way we normally do it. I know it is new, so we have to discuss it like this tonight." Mayor Oravec asked, "Does anybody have anything else on that Item before we move on?" Councilwoman Caraballo replied, "No, sir."

b) **DISCUSSION REGARDING THE 2017 STATE LEGISLATIVE PRIORITIES,**

CITY MANAGER

Mr. Blackburn said, "The representative from the City Attorney's office, Ella Gilbert is going to lead this discussion, along with Patricia Robling. We also have a representative from our state lobbyist."

Ms. Gilbert said, "Good evening. I am here to present the Proposed Legislative Priorities for the 2017 State Legislative Session. Mr. Carmody from our lobbyist firm, Gray, Robinson, is present and will provide a brief overview of the process and the important changes that have been made during this session regarding the budget process in the House of Representatives. Mr. Carmody, Patricia Robling, and I will be able to answer any questions that you may have. On behalf of staff, I would like to submit the Proposed 2017 State Legislative Priorities, which was sent to you via memorandum from City Manager Blackburn."

Ms. Gilbert continued, "The first set of priorities is the 2017 Water Projects, and we have two requests under that Item. The first one is the McCarty Ranch extension water farming project phase one. The numbers are not final, because we are still working to ensure we propose the correct amount. It is directly continuous to the C-23 Canal, and it would take approximately 1,871 acres at the City's McCarty Ranch extension property and convert it to shallow water storage and treatment facility diverting up to 27,240 acres, which is 8.8 billion gallons of nutrient latent water from the C-23 Canal per year. It would reduce fresh water discharge into the St. Lucie River up to 21%. In 2016, the Utilities System was awarded $200,000 from the South Florida Water Management District and the Cooperative Funding Program for phase one of this project. We are proposing to ask for additional funding to cover construction related costs between now and September 2018.

Ms. Gilbert said, "The next Item is a proposed program for the City, and it is a grant program to fund septic tank conversion. This will be a grant program that will provide a 50% match to residence who would like to convert from septic tanks to City Utilities. We came up with the cost of $1.2 million from the estimated program cost of 200 single family homes. Next, we would like to support the Florida Department of Transportation Work Program. That program includes all transportation projects in the FDOT program over a 5-year period. It includes Crosstown Parkway Extension, widening of Port St. Lucie Boulevard, St. Lucie West I-95 interchange improvements, sidewalk construction, intersection improvements, bridge rehabilitation, and traffic signal maintenance."

Ms. Gilbert continued, "Our next item is supporting the Port St. Lucie River Issues Team. They have a list of projects and the number one priority is a project within the City limits. It is the Veteran's Memorial Stormwater Quality Retrofit Phase 1 and 2. We would like to support their efforts for a water project within the City limits. The next project is the Ardie R. Copas Veteran's Nursing Home. This is a State and Federal funded nursing home that is located within City limits and is it funded 65% through the Federal Government, and 35% through the State of Florida. The cost of construction increased in May, but the State has funding set aside and construction is expected to begin in early 2017. The next Item was just discussed in the CRA meeting, and that is the Westmoreland Tract Redevelopment and Riverwalk Boardwalk Extension along the

north fork of the St. Lucie River. The proposed requested amount is $600,000 and the money is to replace having to take money for impact fees. We would like to have support for biotechnology and life science industries with the State of Florida, and it would allow those industries to continue to develop and implement new businesses that will likely include collaboration with the Florida Education Institutions."

Ms. Gilbert said, "Last, but not least, sober homes. During the last legislative session, there was legislation that was approved and it was a compromise at the State Level. It regulated recovery residences, and it is defined here in Florida as residential dwelling units or other form of group housing that is offered or advertised through any means including oral, written, electronic or printed means; by any person or entity as a residence that provides a peer-supported alcohol free and drug free living environment. We would like support to beef up that regulation at the State level to help local governments.

Finally, we would ask for support of the St. Lucie County's Legislative Priorities. We do have Nicole Forte here, who is with the Legislative Affairs Department for St. Lucie County. We would like to support our common priorities in major areas which include, economic development, environmental and natural resources, transportation and infrastructure, health and human services, and education." Ms. Gilbert asked the Council for discussion and direction on how they would like to move forward and if there are any additional items that they think should be moved forward when heading to Tallahassee in March 2017."

Mayor Oravec said, "Thank you, Ms. Gilbert." Vice Mayor Martin said, "I am happy to support the list of priorities. Mayor, will you be presenting to the delegation this year?" Mayor Oravec replied, "Absolutely, in accordance with the Charter." Vice Mayor Martin responded, "Great." Councilman Carvelli said, "Thank you for the opportunity to speak. First off, I really appreciate securing big allocations from the Legislator for different reasons. I would love to see us work on this as the summer closes out, because that is when we need to talk to Legislators, as they are going to conference committees. Just from experience, picking three top priorities year after year, sometimes you start scoring more. We did broad base, and then we realized we needed to trim it down to 1, 2, and 3. Thank you very much. I understand the ones that the County brought forth are important too."

Mayor Oravec said, "Councilman Carvelli made some good points. We do not get to talk about the issues all the time, because of Sunshine. I had conversations with Senate President Negron, and others about the river. I couldn't agree with you more, and I know that you have some good relationships. We want to tap into those, and I think it is important that we all get comfortable with the sheet of music we are reading from. We might chose to sell it a different way, but we have to sell the same things. Your idea of three things is on point, because you can't go in and ask someone who has 30 seconds for you . . . . To that, let's get into some meat of what we are putting out there. The $1.2 million seems a little arbitrary to me. For me, when I make a pitch, I want to be able to say that this money will allow us to remove all septic tanks within 2,500 feet of the river or 250 feet, whatever that may be. Unless we are trying to tap into a general state program, I want a more compelling argument to make. I do not know what staff can do

to help us buttress that argument. As far as the ask goes for septic tanks, I just want to provide general support to the Governor, who promised on the record that he was going to provide money for this. I do not want this to be one of the City's asks. I want this to be supporting the Governor's ask. Yes, it is hugely important, but let the Governor use his chips for that, and we will thank him for it. The number one priority for me would be the McCarty Ranch Extension. I know there is an argument that you need to ask for a small amount, and chip away at it. Here is the thing, the State has been funding the disbursed water management projects where they are providing annual payments to large agricultural property owners for 10, 13, 15 year leases for one million dollars plus a year. We just want the money one time, and we will operate it forever. The citizens of Florida will never have to wonder if that storage will be there at the end of the lease term. Where as you might only want to ask for five hundred, in this case, because of the disbursed water management program, because of last year they put the program in there for water supply pilot project for south Florida, because we have the Legacy Florida pot of money now I would like to be flexible on asking for the whole thing, especially given what we just went through with the river. If the timing was ever right to take up to 21% of the fresh water discharge out of the C-23 Canal, the time should be now. If that's too big of an ask and you have to throttle down to five hundred, fine. I want us to use all of our leverage to try to make that big ask and get McCarty Ranch done."

Councilman Carvelli said, "I agree with you Mayor. If we can tie into the critical issues that the legislature defined for this region, we would do really well. In the future, I know we are going to talk to our legislatures early, get those one-on-ones, and pressure them of what we need. Also in terms of what is available in terms of pots of money, as they go into each session, they already know what is marked for that session, and we could be fighting for something that is a losing battle. I agree on the McCarty Ranch Extension being a top priority."

Councilwoman Caraballo said, "That would be fine with me as well." Mayor Oravec said, "You probably already know this from orientation, but Utilities is moving forward with Phase One. They conceptualized that project and it has six phases. For Phase One we were lucky enough to get a $250,000 grant and Utilities is providing the match for Phase One. Our ask should be for Phases Two through Six; get it done. That's number one. I presented to the South Florida Water Management District, so I have a cheat sheet on it and I would be happy to distribute to the Council. I think we have last year's package in here, and based on our feedback tonight you'll update the package and update the photos." Ms. Gilbert interjected, "Correct." Mayor Oravec continued, "I will distribute that to all of the Council members. We support the Veteran's Nursing Home, but that is not our ask. If we only have three, and McCarty is number one. What should be number two and three?"

Vice Mayor Martin responded, "Sober Homes and the Westmoreland Tract." Councilwoman Caraballo said, "I would also say the Westmoreland Tract. How does everyone feel about the Veteran's Nursing Home?" Mayor Oravec said, "We are all waiting for the Veteran's Nursing Home, but we are waiting on the Federal Administration to make their decision and then the State to take care of theirs. We are supporting that team with the County who has been working very hard on it, but it is not our ask. We are supporting other efforts, but if we push the three things we want . . . .

So far I've heard that McCarty is number one; we have consensus on that. Now we are making a case for the Westmoreland Tract. Looking to the future that is one of my top three so that is going to be in there. What would be the third issue? The Vice Mayor has offered sober homes. I am going to agree with her, because 2017 has to be the year for sober homes. In Port St. Lucie we have to figure out how we are going to deal with requests for reasonable accommodations. We have to get a handle on this issue. We are not the only one, and this is a case where we can link up with others like Delray, Palm Beach, and Broward County. They are all being negatively impacted by this issue. The people seeking treatment are being negatively impacted by this issue because there is bad faith and poor operators out there, and people deserve high quality treatment. People living in neighborhoods should have the right to maintain the integrity of their neighborhoods. We have to fight for everyone's rights equally. It's a charged issue with so many forces at work that we have to be careful how we discuss it, but we have to discuss it.

Vice Mayor Martin asked, "This is one of those issues where when you want to talk about it you have only a certain amount of time. How many years has this been going on? We are nowhere near the level where we need to be. Especially with the new report that just came out recently. If we have the legislatures that keep going to bat for us, then we will eventually get more traction on the Federal side. This is something we have to keep as a priority, and push for to get where we need to be. We should be doing that for our City." Mayor Oravec replied, "Thank you for bringing that up, because we are talking about the overall legislative priority, and that is multi-tiered at the Federal and State level."

Councilwoman Morgan asked, "What happened to the grant program to fund the septic tank conversion?" Mayor Oravec replied, "It is up there, but rather than it being the City of Port St. Lucie's ask, we should support the Governor's ask." Councilwoman Morgan responded, "Okay, I just want to make sure it is in there that we are supporting him." Mayor Oravec said, "We want it bought, but we want it to be the Governor's ask." Councilwoman Morgan responded, "Okay, thank you."

Councilman Carvelli said, "We can put our top three priorities, but also say that we support the Federal Artie Copas Nursing Home and we support the Governor on some of the issues, but they are not our requests. Where is the Westmoreland? Can you tell us a little more about the Westmoreland Tract? Is it titled that?" Mayor Oravec said, "It's titled 2017 Economic Development and Tourism Appropriations Requests – Riverwalk Boardwalk Extension. That is way too many words and that taps into what you were saying earlier."

Councilwoman Caraballo said, "I am okay with McCarty Ranch being number one, Westmoreland Tract being number two, and Sober Homes being number three." Mayor Oravec replied, "I am fine with that." Mr. Blackburn said, "As we are preparing our legislative package, we will highlight these three as our top three priorities. We will include the other items and include the wording to support the Governor's commitment to provide septic tank elimination on the Treasure Coast. We will include those, but our top three will be listed as priorities." Mayor Oravec replied, "Absolutely, you can almost imagine what it looks like on a one sheet piece of paper where you have our three in

bold, and then we also support the following. Someone once told me that you have a thimble full of influence, and you have to be careful what you use it on, because it very slow to refill. Do we support St. Lucie River Issues Team? You bet, because they have been incredible partners completing positive projects in the City. We're a Hometown for Hero's; we can't wait for the nursing home. If something would materialize on Bio-tech then you bet, but our big asks are going to be McCarty Ranch, the continuation of what the State has already invested on the Westmoreland Property and Riverwalk, and Sober Homes. I can't help but mention what Mr. Carvelli brought up. If there is no State will to do something, then don't spend your capital. The State does not have much of an interest in additional investments for bio-tech and life science right now. Let us know if a program materializes, but it seems like we have our consensus. Mr. Blackburn, Ms. Gilbert, do you need anything else?"

Ms. Gilbert replied, "We need a brief discussion from Mr. Carmody regarding the new budget process." Mr. Carmody said, "Good evening. As Ella said, I am going to give you a quick overview of the Legislative Process and what is upcoming. To your point, Councilman Carvelli, we are not too late into the process given that some of the process has changed. There are over 15 new House Members, and half of the Senate is brand new. Some of the stuff is set, because the presiding officers knew who they were going to be for a while now. We want to bring you up to speed on the budget process. You may have seen the headlines or read about it, the Speaker of the House has proposed a new way to go about doing the budget in that particular chamber. It is an appropriations project request form that will lead to individual house bills, which will be voted up or down on the floor. I have a seven-page document and it is called an appropriation form, which is similar to the Corkran Form. It is a questionnaire to be filed by a member before February 7th. I had a great conversation with Representative Harrell on the drive down here, and I let her know that we are representing you in Tallahassee. She is excited, and looking forward to these forms getting in her hands. In the House it is a little different; in the Senate it will be exactly how it was before. The speaker backtracked a little bit of his comments, and initially when he rolled out his new rules, it sounded like if you don't get it all the way to House, its dead. He recently stated, 'as long as it is filed in the House.' Your best shot at making it through the process would be to get it through the house or a few Committees. We have an interesting dynamic here, because we have a Senate President who calls this home. We do not have guaranteed funding, but we are confident working through the process, and working with your staff. In Tallahassee, the House is having Legislator University, and there are no formal committee meetings. Next week is a full Senate Committee week, and most of it is introductions of Committee Chairs. In January and February, we are going to get into the meat of it. January has two committee weeks, and February has three committee weeks. They take a break before session starts in March through April. On February 7th, your members have to file the form, but they all have to be filed as a Bill before session starts. Based on Bill drafting deadlines, a lot of this will get done no later than mid-February. It is going to be a different process, and the new House Rules require that we register not just on your behalf, but also register for each individual issue. Before I called Representative Harrell, I made sure to check the box for the City of Port St. Lucie and write a few things in there to make sure I was not violating any laws. If there is a bill that we want to target, we need to register for that. If it is a specific amendment on a bill, we would have to register for that. We give you our word that we

will stay on top of that, so you are not in the headlines. We will be happy to answer any questions, but otherwise we are excited to get to work on your behalf."

Councilman Carvelli said, "Years ago we had legislative recognition days where we brought them before the Board and gave them a nice plaque before we went to the session. It kind of reminded them of our priorities. Do you see that happen around the state?" Mr. Carmody replied, "Sure. Every Government and Non-Profit entity have different ways of honoring. Anytime we can get your delegation or affiliated members infront of this Council to educate them further on the issues, I say go for it. To that extent, there is an open invitation for any and all of you to join us in Tallahassee. Presence is power, whether it is one or all of you, we will welcome you in Tallahassee." Councilman Carvelli responded, "We did a post-session delegation meeting where we thanked them, and it just kept us on their radar. Thank you."

Councilwoman Caraballo said, "I would love to go to Tallahassee." Mr. Carmody replied, "Excellent. I will get you the dates. We would love to have you up there." Mayor Oravec said, "Ella, I appreciate the information, but he said you, Mr. Blackburn, and staff have a lot of work to do by February 7th. Mr. Blackburn, do you need anything else from us?" Mr. Blackburn replied, "I heard a consensus on the priorities. Do you want to vote on that?" Mayor Oravec responded, "I think Mr. Blackburn likes the formality of it. Can I get a motion?"

Councilwoman Caraballo **moved** to approve the Legislative Priorities being 1. McCarty Ranch, 2. Westmoreland Tract, and 3. Sober Homes. As well as, supporting all others as discussed. Councilman Carvelli **seconded** the motion. The Assistant City Clerk restated the motion as follows: the motion is for the approval of the Legislative Priorities being #1 McCarty Ranch, #2 Westmoreland Tract, and #3 Sober Homes; as well as, supporting all others as discussed. The motion **passed unanimously** by roll call vote.

14. DETERMINATION OF EXCUSED ABSENCES

15. CITY MANAGER'S REPORT

The City Manager stated that there was no report.

16. COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS

VICE MAYOR MARTIN – Vice Mayor Martin did not have any updates

COUNCILMAN CARVELLI – Councilman Carvelli did not have any updates.

COUNCILWOMAN CARABALLO – Councilwoman Caraballo did not have any updates.

COUNCILWOMAN MORGAN – ORIENTATION AT THE TPO – FORT PIERCE UPDATE LUNCHEON – TREE LIGHTING

Councilwoman Morgan stated, "I had my orientation with Mr. Buchwald at the TPO. It

was so nice to wear high heels and still look up to somebody. I do not know how tall he is, but he is tall. I want to give kudos to the staff for an awesome job for the for the Council Orientation on Friday. I attended the Fort Pierce Update Luncheon, which was great. The tree lighting was awesome, and the amount of people that attended was fabulous. If you missed it, make sure you don't miss it next year."

MAYOR ORAVEC – FORT PIERCE UPDATE LUNCHEON – TREE LIGHTING

Mayor Oravec said, "I was at the Fort Pierce Update, and it is good to see what our sister city is doing. A lot of the things they do impact us, and vice versa. I had my first update meeting with Chief Emerson, and I look forward to all those shared challenges. The tree lighting was a great event and I was so proud to be there with the new team. It was bananas, and I mean that in a good way. It was packed with the whole community, and staff did a spectacular job. I would like to challenge staff to find out how when we flip on the lights for the Christmas tree, to make the lights on the tree dance like we do at the community center. It would be nice to have it do a routine, and I'm not saying it has to be, 'It's going down for real.' Maybe we could have someone with a good voice lead everyone in singing a carol after the lights come on, because we need something more than flipping the switch and hitting the road." Vice Mayor Martin replied, "You should do a dance routine for the City." Mayor Oravec responded, "I can already see what Facebook would do with that." Councilwoman Caraballo said, "I would like garland on the tree." City Manager Blackburn said, "Mr. Conrad has a lot of ideas, and I can see the wheels turning from here." Mayor Oravec continued, "It was really outstanding and awesome. I do not have any additional comments."

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

18. **ADJOURN**

There being no further business, the meeting adjourned at 8:45 p.m.

Karen A. Phillips, City Clerk

Calleigh N. Myers, Secretary

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: John A. Bolduc, Chief of Police

Agenda Item: Motion: Proposed use of FY 2016-2017 Justice Assistance Grant (JAG) Award Contract No. 2017-JAGC-STLU-3-FP-127 (FDLE State Grant)

Submittal Date: 1/4/2017

STRATEGIC PLAN LINK: This item relates to the strategic plan with the Port St. Lucie Mission, principle A, exceptional municipal services.

BACKGROUND: The Port St Lucie Police Department is requesting permission from the City Council utilize the federally allocated funds from the Justice Assistance Grant (JAG) Countywide Program sub-grant in the amount of $35,054 for a project entitled "Law Enforcement Technology." These funds will be to reduce crime and improve public safety and the criminal justice system.

ANALYSIS: The Port St. Lucie Police Department is requesting to purchase Workload Analysis Software to improve operational efficiency by projecting future staffing requirements by using historical data of calls for service and growth rates. This software will allow the department to use a scientific method to determine the workload utilizing actual computer aided dispatch data and will afford the department the opportunity to modify various deployment parameters, such as zone configurations, schedules, number of officers on a shift, number of relief officers, etc. then measure the effect on the workload. Once this is accomplished, we will be able to set goals, such as improved response times, number of minutes per hour that each officer is available for proactive patrol and time available for problem-solving. Currently, the Port St. Lucie Police Department has practiced Problem Oriented Policing for over 20 years, with effective results. As the population has significantly increased and the number of officers has decreased, the response time to priority calls increased and available time for Community Policing has reduced. This department is seeking a positive resolution to by combining detailed Crime Analysis, which is already being implemented within our

department, and detail officer time analysis to better deploy our resources to maximize our effectiveness in the community.

FINANCIAL INFORMATION: The Police Department was awarded a JAG Grant in the amount of $35,054. The amount of the Workload Analysis Software will cost approximately $39,900, which will leave a shortage of $4,846. The remaining balance of $4,846 will paid out of the forfeiture funds 603.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: FDLE Memo to the Honorable Gregory Oravec regarding Contract No. 2017-JAGC-STLU-3-FP-127 and a two-year quote from OPS Force for the Deploy Plus Software, set-up and training

RECEIVED

JAN 0 5 2017

CITY MANAGER'S OFFICE

Russ, FYI
copy to JB

FDLE

Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

Honorable Gregory Oravec
Mayor
City of Port St. Lucie
121 SW Port St Lucie Boulevard
Port St Lucie, FL 34984-5042

Re: Contract No. 2017-JAGC-STLU-3-F9-127

Dear Mayor Oravec:

The Florida Department of Law Enforcement is pleased to award a Justice Assistance Grant (JAG) Countywide Program subgrant to your unit of government in the amount of $ 35,054.00 for the project entitled, LAW ENFORCEMENT TECHNOLOGY. This subaward is approved under Florida's state JAG award 2016-MU-BX-0073 from the Department of Justice (DOJ). These funds shall be utilized for the purpose of reducing crime and improving public safety and the criminal justice system.

Enclosed is a copy of the approved subaward application with the referenced contract number and standard conditions. This subaward is subject to all administrative and financial requirements, including timely submission of all financial and performance reports and compliance with all standard conditions.

Information from subawards and performance reports are provided to the DOJ Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) systems to meet federal transparency requirements. Contract and grant information is also provided to the State of Florida, Department of Financial Services (DFS) via the Florida Accountability Contract Tracking System (FACTS). This grant agreement and all correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida. If this agreement contains confidential or exempt information not subject to disclosure under Chapter 119, F.S., please contact the Office of Criminal Justice Grants (OCJG) for guidance on requesting exemption.

Please complete and return the enclosed certification forms within 30 calendar days from the date of award. Completion of the Certificate of Acceptance constitutes official acceptance of the subaward and must be received by the Department prior to reimbursement of any project expenditures.

Some costs require prior written approval from OCJG and DOJ before beginning project activities. If your subaward contains any such items or those listed on the Bureau of Justice Assistance (BJA) Controlled Expenditures List, a grant adjustment with accompanying written request will be required. A correlating special condition on your subgrant award in the Subgrant Information Management ON-Line (SIMON) system may also be included.

We look forward to working with you on this project. Please contact me or Senior Management Analyst Supervisor Randall Smyth at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina T. Herring

Petrina Tuttle Herring
Bureau Chief

PTH/ar

Enclosures

Received
DEC 19 2016
City of Port St. Lucie
City Council

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2017-JAGC-STLU-3-F9-127, in the amount of $ 35,054.00, for a project entitled, LAW ENFORCEMENT TECHNOLOGY, for the period of 10/01/2016 through 09/30/2017, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the subrecipient adhere to the following:

No recipient or subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The City of Port St. Lucie must undertake a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the City of Port St. Lucie must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the City of Port St. Lucie determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring the City of Port St. Lucie into compliance therewith and thereafter submit documentation that details the steps taken, contains a validation that the City of Port St. Lucie has come into compliance, and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

In accepting this award, the subgrantee unit of government certifies it will provide documentation to FDLE's Office of Criminal Justice Grants by March 31, 2017. Failure to comply with this condition could result in the withholding or repayment of grant funds, suspension or termination of the grant, ineligibility for future FDLE subawards, or other administrative, civil, or criminal penalties.

_____
(Signature of Subgrantee's Authorized Official)

_____
(Print Name and Title of Official)

_____
(Name of Subgrantee)

_____
(Date of Acceptance)

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all subgrantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from the Florida Department of Law Enforcement. In accepting this award, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the subaward. Failure to do so may result in a hold or freeze on the drawdown of federal funds, and/or suspension or termination of the agreement.

Procurement Standards: The subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the subgrantee assures these policies and standards will be utilized for all federal grant related procurement activities.

Conflict of Interest: Decisions related to use of these grant funds must be free of undisclosed personal or organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. § 200.112, and OJP Financial Guide, Section 3.20 regarding Conflict of Interest, and will notify FDLE Office of Criminal Justice Grants, in writing, of any potential conflicts of interest in accordance with this agreement. The recipient also agrees to disclose in a timely manner, in writing, all violations of state or federal criminal law involving fraud, bribery or gratuity violations.

Organization Name: City of Port St. Lucie

Subaward Number: 2017-JAGC-STLU-3-F9-127

_____
(Printed Name and Title of Authorized Official)

_____ _____
(Signature of Authorized Official) (Date)

SUBGRANT AWARD CERTIFICATE

Subgrantee: City of Port St. Lucie

Date of Award: 12/4/16

Grant Period: From: 10/01/2016 TO: 09/30/2017

Project Title: LAW ENFORCEMENT TECHNOLOGY

Grant Number: 2017-JAGC-STLU-3-F9-127

Federal Funds: $ 35,054.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 35,054.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Petrina T. Herring

Authorized Official
Petrina Tuttle Herring
Bureau Chief

12/4/16

Date

(✓) This award is subject to special conditions (attached).

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

SPECIAL CONDITION(S) / GENERAL COMMENT(S)

Awarding Agency: Office of Criminal Justice Grants

Grant Number: 2017-JAGC-STLU-3-F9-127

Grant Title: LAW ENFORCEMENT TECHNOLOGY

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S34976: By accepting this subaward, the subrecipient agrees to undertake a review to validate its compliance with 8 U.S.C § 1373 as described in the Certificate of Acceptance of Subgrant Award. Documentation must be submitted by the City of Port St. Lucie to FDLE's Office of Criminal Justice Grants by March 31, 2017. Failure to comply with this condition could result in the withholding of grant funds for all subawards for the City of Port St. Lucie, suspension or termination of subgrants, ineligibility for future grants or subgrants, or other administrative, civil, or criminal penalties, as appropriate.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Subgrant Recipient

Organization Name: City of Port St. Lucie
County: St. Lucie

Chief Official

Name: Gregory Oravec
Title: Mayor
Address: 121 SW Port St Lucie Boulevard
City: Port St Lucie
State: FL **Zip:** 34984-5042
Phone: 772-871-5159 **Ext:**
Fax: 772-871-7382
Email: mayor@cityofpsl.com

Chief Financial Officer

Name: Edwin Fry
Title: Finance Director
Address: 121 Southwest Port St. Lucie Boulevard
City: Port St. Lucie
State: FL **Zip:** 34984
Phone: 772-871-5200 **Ext:**
Fax: 772-871-5203
Email: efry@cityofpsl.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Implementing Agency

Organization Name: Port St. Lucie Police Department
County: St. Lucie

Chief Official

Name: John Bolduc
Title: Chief
Address: 121 Southwest Port St Lucie
City: Port St Lucie
State: FL **Zip:** 34984-5042
Phone: 772-871-4278 **Ext:**
Fax: 772-871-5251
Email: judith.kenworthy@pslpd.us

Project Director

Name: Michael Byrd
Title: Grant Specialist
Address: 121 South West Port St. Lucie Boulevard
City: Port Saint Lucie
State: FL **Zip:** 34984
Phone: 772-871-7332 **Ext:**
Fax: 772-344-4340
Email: byrdm@cityofpsl.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section #2 Project Overview

General Project Information

Project Title: LAW ENFORCEMENT TECHNOLOGY
Subgrant Recipient: City of Port St. Lucie
Implementing Agency: Port St. Lucie Police Department
Project Start Date: 10/1/2016 **End Date:** 9/30/2017

Problem Identification

The City of Port St. Lucie is an urban community located on the Southeast Coast of Florida. The City serves a population of 179,413 (U.S. Census population estimates as of 7/1/15) spread over an area of 120 square miles. The City has seen its population increase 102% since the 2000 U.S. Census figure of 88,769. This growth has brought with it considerable challenges.

The problem facing the City of Port St. Lucie Police Department is that of budgetary concerns to purchase needed technology. Due to budget constraints, the Port St. Lucie Police Department has been forced to postpone implementing new technology, impacting the quality of service we provide to our residents.

As the City of Port St. Lucie emerges from the recession, we are once again experiencing very rapid growth. The City was once one of the fastest growing communities in the nation, and it is poised to be in that position again. Rapid growth requires a quick reaction to the need for expanded resources.

The Port St. Lucie Police Department is requesting to purchase Workload Analysis software to improve our operational efficiency by forecasting future staffing requirements utilizing historical analysis of calls for service and growth rates. Currently, the department is operating at approximately 1.3 officers per thousand population with 231 sworn personnel for a population of approximately 179,000. Prior to the recession, the department was authorized for 262 officers for a population of 164,000, a ratio of 1.59 officers per thousand. ?Officers per thousand? has not been a reliable way to determine staffing because there is no reliable standard of staffing. This solution will give us a scientific method of determining the workload utilizing actual Computer Aided Dispatch data. The solution also allows us to modify different deployment parameters, such as zone configurations, schedules, number of officers on shift, number of relief officers, etc., and measure the affect on the workload. We can then set goals, such as desired response time, number of minutes per hour each officer is available for proactive patrol, and time available for problem solving. Port St. Lucie has been practicing, and very successful, at Problem Oriented Policing for over 20 years. As the population has increased and the number of officers has declined, the response time to priority calls has increased and available time for Community Policing has decreased. We are doing more with less, and we are looking for a solution to analyze calls for service and workload, to maximize our deployment and justify our need for additional officers.

By combining detailed Crime Analysis, which we already have, with detail officer time analysis (looking to add), we feel we can better deploy our resources to maximize our effectiveness in the community.

Project Summary (Scope of Work)

A Workload Analysis software provides a real-time workload analysis solution. Because

the analytic software is directly connected to the Computer Aided Dispatch database, the department will be able to conduct detailed analysis on calls for service and allow the department to optimally deploy resources. Additionally, the software provides for forecasting future staffing requirements by utilizing historical analysis of calls for service and growth rates. As departments are called upon to do more with less, this solution will not only provide data for optimizing the workload distribution, but evidence needed to acquire the resources to keep up with future growth.

Project Summary with Specific Goals & Objectives:
The City of Port St Lucie has made it a goal to enhance the quality of life in Port St. Lucie by providing optimum police services. The Port St. Lucie Police Department, City government and the community have embraced Community Oriented Policing. The proposed technological improvements will allow the City of Port St Lucie Police Department to justify minimum patrol levels using a proven resource allocation model. Forecast future staffing requirements to meet a growing demand for service and find the optimal schedule for our department. It will also efficiently balance and distribute workload and provide valuable insight into what's consuming officers' time.

The solution provides a number of time and workload analysis reports which include:
1. Moving Window Comparisons vs. Last Year
2. Evaluations of time spent on calls for service vs. available time
3. Response Time by Geographic Area (such as by region , district, and zone)
4. Call Type Analysis
5. Top Ten Event Types
6. Calls for Service Average Hourly Volume by Geographic Area
7. Consumed Time Percentages Comparison by Geographic Area for Calls for Service, Non-Calls for Service, Travel Time, and other activities
8. Daily Total Time Arrival to Clear by Geographic Area
9. Saturation Analysis
10. Proposed Schedule/ Allocation of Resources
11. Predicted Response Times with Proposed Schedule / Allocation of Resources
12. Probability of All Units Busy with Proposed Schedule / Allocation of Resources
13. And many other custom configurable queries and analytics.

We will utilize established software solutions currently being used by other departments and will not need an outside consultant to design software services.

Goal #1: To determine suitability of current zone and sector configuration.

Measurement #1: Examine the balance of calls for service between assignments.

Goal #2: Balance the Calls for Service between assignments by modifying deployment strategies.

Measurement #2: Examine the balance of calls for service between assignments.

Goal #3: Determine resource needs.

Measurement #3: Detailed workload analysis utilizing the software.

Number and Type of Personnel: None

Equipment and Operating Supplies: The essential technology to be purchased with the allotted grant funds would provide the Port St Lucie Police Department with Workload Analysis software to meet specific department needs.

Target Population: The Law Enforcement Technology Project will be City-wide. The technology requested will to improve our agency's operational efficiency.

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Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: City of Port St Lucie

Question: What is the address of the location being used to provide services for this project?

Answer: 121 SW Port St Lucie Blvd
Port St Lucie, FL 34984-5042

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: local government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: No

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: City established policy is anything over $750 with a useful life of more than one (1) year.

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 164716

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General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: Yes

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: Yes

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: Yes

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: Yes

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

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Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: No, Community Survey was completed in 2014; next one due in 2017.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Hosting & attending community meetings (monthly), distribute newsletter (monthly), attending community events (monthly) and conduct social media activities (monthly).

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Citizen's Police Academy, internship for university or high school students, volunteer program, auxiliary police officer program, police cadet program and youth athletic program.

Measure: General 11

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Section 3 - Performance

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Goal #1 - Determine suitability of current zone and sector configuration. Measure #1 - Examine the balance of calls for service between assignments;
Goal #2 - Balance the Calls for Service between assignments by modifying deployment strategies.
Measure #2 - Examine the balance of calls for service between assignments.
Goal #3 - Determine resource needs. Measure #3 - Detailed workload analysis utilizing proposed software.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: We do not anticipate any barriers in achieving stated goals.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: The City of Port St Lucie intends to purchase with grant funds a workload analysis software program to forecast future staffing requirements by utilizing historical analysis of calls for service and growth rates.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

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State Purpose Area: R25 - Questions for recipients of an award $25,000 or more.

Objectives and Measures

Objective: LE General - Law enforcement questions for recipients of an award $25,000 or more.

Measure: LE01

How many sworn personnel with general arrest powers does your agency have on staff?

Goal: 228

Measure: LE02

Of the sworn personnel, how many are JAG funded?

Goal: 0

Measure: LE03

How many non-sworn employees does your agency have on staff?

Goal: 49

Measure: LE04

Of the non-sworn personnel, how many are JAG funded?

Goal: 0

Measure: LE05

Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

Goal: Yes

Measure: LE06

Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

Goal: unsure/don't know

Objective: LE Services - Service specific law enforcement questions for recipients of an award $25,000 or more.

Measure: LE20

Will you provide situational crime prevention and crime prevention through environmental design strategies as part of your program? (approaches that change the perceived opportunities for a crime, so the offender will believe

Section 3: Performance

the crime is more difficult, has more risk, or provides less rewards, for example, access control to parking lots or improved lighting on a walkway) If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE21

Will you provide youth development services as part of your program? (programs that promote positive behaviors and decrease negative behavior in youth, for example, any of the Blueprints programs.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE22

Will you provide crime awareness services as part of your program? (programs aimed at increasing the awareness of a crime problem including solutions to prevent crime, for example a Lock It or Lose It program.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE23

Will you provide increased personal safety services as part of your program? (programs that provide instruction on increasing personal safety, for example, a Rape Aggression Defense (RAD) class.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE24

Will you provide community building services with your program? (programs that promote community cohesion, including communication between the community and elements of the criminal justice system, for example, National Night Out.) Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

Measure: LE25

Will you provide any other crime prevention services not described in this report with that program? Describe the services provided. If you will operate more than one program, answer for each separately.

Goal: No

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Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596141662

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$35,054.00	$0.00	$35,054.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$35,054.00**	**$0.00**	**$35,054.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

Will the project earn project generated income (PGI) ? No

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Budget Narrative:

The cost of a workload analysis software and maintenance would be determined by the selection of a vendor. But, initial information gathered indicates:

Estimated Workload Analysis software - $33,000
Estimated 1st Year Maintenance - $2,054

The Port St. Lucie Police Department (PSLPD) intends to utilize the allotted grant funds of $35,054 to purchase workload analysis software and maintenance cost. Documentation will consist of quotes, invoices, and proof of payment like cancelled checks or EFT slips.

Any funds exceeding the award amount will be incurred by the City of Port St Lucie Police Department.

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Section #4 - Budget

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: competitive bid

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

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Section 5: Standard Conditions

Insert Standard Conditions Page here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE or Department) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The following terms and conditions will become binding upon approval of the application or subaward, and completion of the Certificate of Acceptance by the subrecipient. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting that eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014.
http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
28 C.F.R. § 38, "Equal Treatment for Faith-Based Organizations"
28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

Public Law
Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf

United States Code: www.gpo.gov/fdsys/
42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf

State of Florida Statutes
§ 215.971, Fla. Stat. "Agreements funded with federal or state assistance"
§ 215.985, Fla. Stat. "Transparency in government spending"

Subgrantees are strongly encouraged to submit annual (or more frequent) JAG success stories. These success stories highlight projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. They are a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. Submit all success stories to OCJG for review and submission.

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§ 200.12, "Capital assets"; 200.20, "Computing devices"; 200.48, "General purpose equipment"; 200.58, "Information technology systems; 200.89, "Special purpose equipment"; and 200.94, "Supplies."

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. §§ 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1, "Definitions". It is $3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (See 2 C.F.R. §§ 200.210(a)(5), "Information contained in a Federal award" and 200.331(a)(1)(iv), "Requirements for pass-through entities").

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See 2 C.F.R. § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward/Subgrant means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. (See 2 C.F.R. §§ 200.20, "Computing devices" and 200.33, "Equipment.")

SECTION I: TERMS AND CONDITIONS

The subrecipient agrees to be bound by the following standard conditions:

1.0 **Payment Contingent on Appropriation and Available Funds -** The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 **System for Award Management (SAM) -** The subrecipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

2.1 The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

3.0 **General Appropriations Law Restrictions** - The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriation statutes. Pertinent restrictions in the Consolidated Appropriations Act, 2016 are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm. Subrecipients must contact the Office of Criminal Justice Grants for guidance should a question arise whether a particular use of federal funds by a subrecipient would or ight fall within the scope of an appropriations-law restriction, and may not proceed without the express prior written approval from the Department and federal awarding agency.

4.0 **Commencement of Project -** If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date

4.1 If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

4.2 Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

5.0 **Supplanting -** The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

6.0 **Personnel Changes -** Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. Project director changes require a grant adjustment in SIMON.

7.0 **Non-Procurement, Debarment and Suspension -** The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)". These procedures require the subrecipient to certify that it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

8.0 **Federal Restrictions on Lobbying -** Each subrecipient agrees to comply with 28 C.F.R. § 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subrecipient for award of federal contract, grant, or cooperative agreement.

9.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

10.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

11.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

12.0 The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub..L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

13.0 Enhancement of Security - If funds are used for enhancing security, the subrecipient agrees to:

13.1 Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

13.2 Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

14.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435 Fla. Stat. shall apply.

14.1 All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

14.2 All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

14.2.1 Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

14.2.2 Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

15.0 **Privacy Certification** - The subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

16.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

17.0 **Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42. See Executive Order 13279 (equal protection of the laws for faith-based and community organizations).

2.0 FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subrecipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.

3.0 Subrecipients are responsible for ensuring that contractors and agencies to whom they pass through funds are in compliance with all Civil Rights requirements.

4.0 **Equal Employment Opportunity Plans**

4.1 A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subrecipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

4.2 If the subrecipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

4.3 A subrecipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

4.4 The subrecipient and implementing agency acknowledge that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

5.0 In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

6.0 In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

7.0 Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.

8.0 If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

9.0 The subrecipient must have procedures in place for responding to discrimination complaints that employees, clients, customers, and program participants file directly with the subrecipient.

10.0 The subrecipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient/implementing agency with FDLE or the OCR.

11.0 Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

12.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

13.0 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G)) -** If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, the subrecipient must take the following actions:

13.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

13.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

13.3 Notify participants, beneficiaries, employees, applicants, and others that the subrecipient/implementing agency does not discriminate on the basis of disability.

14.0 **Limited English Proficiency (LEP) -** In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

15.0 **Title IX of the Education Amendments of 1972 (28 C.F.R. § 54) -** If the subrecipient operates an education program or activity, the subrecipient must take the following actions:

15.1 Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. § 54, which prohibit discrimination on the basis of sex.

15.2 Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. § 54.

15.3 Notify applicants for admission and employment, employees, students, parents, and others that the subrecipient/implementing agency does not discriminate on the basis of sex in its educational programs or activities.

16.0 **Equal Treatment for Faith Based Organizations -** The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. § 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the recipient or a subrecipient must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. The subrecipient also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

17.0 **Immigration and Nationality Act -** No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures

1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Uniform Grant Guidance (2 C.F.R § 200) as applicable, in their entirety.

1.2 Subrecipients must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. §§ 200.319 "Competition" and 200.320 "Methods of Procurement".

1.3 The subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subrecipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

1.4 All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

1.5 All funds not spent in accordance with this agreement shall be subject to repayment by the subrecipient.

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Subrecipient Funds -** Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 **Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

3.0 **Trust Funds**

3.1 The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

3.2 The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

4.0 **Performance**

4.1 **Subaward Performance -** The subrecipient must comply with state and federal requirements for subaward performance under 2 C.F.R. §§ 200.76-77. The subaward shall describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the subaward should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

4.2 **Performance of Agreement Provisions -** In the event of default; non-compliance; or violation of any provision of this agreement by the subrecipient, the subrecipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

5.0 **Grant Adjustments -** Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

5.1 Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

5.2 Under no circumstances can transfers of funds increase the total budgeted award.

5.3 Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

5.4 All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 **Required Reports -** All reports must relate financial data to performance accomplishments. Subrecipients must submit both reports on the same reporting cycle.

6.1 Financial Expenditure Report

6.1.1 The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

6.1.2 All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online) system.

6.1.3 All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

6.1.4 Before the "final" Project Expenditure Report will be processed, the subrecipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

6.1.5 Reports shall submitted even when no reimbursement is being requested.

6.1.6 The report shall be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.2 Project Performance Reports

6.2.1 The subrecipient shall submit Monthly or Quarterly Project Performance Reports in SIMON, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the sub award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

6.2.2 Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in Section IV 4.2, Performance of Agreement Provisions.

6.2.3 Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

6.2.4 Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

6.3 Project Generated Income (PGI) - All income generated as a direct result of a subgrant project shall be deemed program income. Program income must be accounted for and reported in SIMON in accordance with the OJP Financial Guide (Section 3.4).

6.3.1 The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

6.3.2 PGI Earnings and Expenditure reports must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.3.3 Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

6.4 **Law Enforcement Training** - Any law enforcement agency receiving JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict and constructive engagement with the public.

6.5 **Other Reports-** The subrecipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., unless specifically exempted and/or made confidential by operation of § 119, Fla. Stat., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award and verify expenditures in accordance with § 215.971, Fla. Stat. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management -** The subrecipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreemen.

3.1 **Property Use -** The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage, and dispose of equipment acquired under a Federal award in accordance with § 274, Fla. Stat. and 2 C.F.R. § 200.313, "Equipment".

4.0 **Subaward Closeout -** A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period. The Financial Closeout Audit must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

5.0 **High Risk Subrecipients -** The subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if FDLE's pre-award risk assessment or the U.S. Department of Justice determines the subrecipient is a high-risk grantee. (28 C.F.R. §§ 66, 70)

6.0 **Reporting, Data Collection and Evaluation -** The subrecipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

7.0 **Retention of Records** - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf http://dos.myflorida.com/media/693578/gs02.pdf

8.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

9.0 **Single Annual Audit**

9.1 Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received, and funds disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 11.45 and 215.97 §§ Fla. Stat., "Definitions; duties; authorities; reports; rules," and "Florida Single Audit Act" and Rules of the Auditor General: Chapters 10.550 and 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

9.2 A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

9.3 Audits shall be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipients shall procure audit services according to § 200.509, and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.4 The subrecipient shall promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

9.5 Subrecipient understands and agrees that federal awarding and pass-through entities may withhold award funds, or may impose other related requirements, if (as determined by the federal awarding agency or pass-through entity, the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by 2 C.F.R. § 200 or terms of this subaward, or other outstanding issues that arise in connection with audits, investigations or reviews of DOJ awards or subawards.

9.6 Auditees must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records shall be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

9.7 Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than June 30 following the end of the fiscal year.

9.8 If this agreement is closed without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

9.9 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in 2 C.F.R. § 200, Appendix X, on the specified Data Collection Form (Form SF-SAC), and be signed by a senior level representative or chief official of the auditee. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures -** Subrecipients must use documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurement standards conform to federal procurement guidelines (2 C.F.R. §§ 200.317-326).

2.0 **Federal Procedures -** All procedures employed in the use of federal funds for any procurement shall also be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.318, "General procurement standards", and Florida law to be eligible for reimbursement.

3.0 **Cost Analysis -** A cost analysis must be performed by the subrecipient if the cost or price is above the simplified acquisition threshold of $150,000. Costs or prices based on estimated costs for contracts are allowable only if allowable under 2 C.F.R. § 200.405(e),"Cost Principles".

4.0 **Allowable Costs -** Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and 2 C.F.R. § 200.405(e), "Cost Principles".

4.1 All procedures employed in the use of federal funds for any procurement shall be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.420, "Considerations for selected items of cost"; and Florida law to be eligible for reimbursement.

4.2 Subrecipients eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise FDLE Office of Criminal Justice Grants in writing of both its eligibility and election, and must comply with all associated requirements in the OMB Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

4.3 Indirect cost proposals for local and state units of government must comply with 2 C.F.R. § 200, Appendix VII.

5.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency or the Department, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements and 2 C.F.R. §§ 200.300-309.

5.1 **Prohibited Expenditure List -** Subaward funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards. The list of prohibited expenditures may be amended from time to time without any prior notice. The list of prohibited expenditures may be found at: https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf.

6.0 **Controlled Expenditure List** - Requests for acquisition of items on the Controlled Expenditure List must receive explicit prior written approval from FDLE and BJA. If award funds are approved and used for the purchase or acquisition of any item on the Controlled Purchase List, the subrecipient must collect and retain for 3 years certain information about the use of 1) the federally grant funded controlled equipment and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to FDLE and BJA upon request. No equipment on the Controlled Expenditure list that is purchased or acquired under this award may be transferred or sold to a third party without the prior approval and guidance from FDLE and BJA. Failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other awards. The list of controlled purchases may be found at: https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf.

6.1 The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

6.2 Recipient understands and agrees that failure to comply with conditions related to Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

6.3 Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

6.3.1 Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.

6.3.2 Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.

6.3.3 Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

6.4 Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

6.5 **Unmanned Aerial Vehicles** - The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

7.0 **Review prior to Procurement -** Subrecipients are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods/services. Subrecipients are also encouraged to use excess and surplus property in lieu of purchasing new equipment and property when this is feasible.

8.0 **Sole Source -** If the project requires a purchase of services or equipment from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form. If the subrecipient is a state agency and the cost is at least $150,000, then the agency must submit a copy of the approval from the Department of Management Services (§ 287.057(5), Fla. Stat.). Sole Source form must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

9.0 **Personal Services –** Subrecipients may use grant funds for eligible personal services (salaries/benefits and overtime) and must maintain internal controls over salaries and wages. The following requirements apply to personal services paid with subgrant funds:

9.1 **Timesheets -** Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

9.2 **Additional Documentation -** In accordance with § 215.971, Fla. Stat., the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

9.3 **Protected personally identifiable information -** The subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

9.4 **Overtime for Law Enforcement Personnel -** Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

9.5 **Employees Working Solely on a Single Federal Award -** For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period

9.6 **Maximum Allowable Salary -** No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subrecipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees may be found at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/16Tables/exec/html/ES.aspx.) A subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

9.7 **Percentage of Salary Funded-** For any position previously funded with JAG funds, the percentage of the salary to be paid must not exceed prior funding percentage.

10.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, "General procurement".

10.1 **Requirements for Contractors of Subrecipients** - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 42 U.S.C. § 3711 ; the provisions of the current edition of the Office of Justice Programs Financial Guide (http://ojp.gov/financialguide/DOJ/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

10.2 **Approval of Consultant Contracts -** The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

11.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines, § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11.1 **BJA or FDLE Sponsored Events -** The subrecipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

11.2 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance may be found at: http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm.

11.3 **Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, found at: http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

12.0 **Publications, Media and Patents**

12.1 **Ownership of Data and Creative Material -** Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, and 2 C.F.R. § 200.315 "Intangible Property," as applicable.

12.2 **Copyright -** The awarding agency reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes:

12.2.1 The copyright in any work developed under an award or subaward, and

12.2.2 Any rights of copyright to which a subaward recipient or subrecipient purchases ownership with support funded under this grant agreement.

12.3 **Publication or Printing of Reports -** The subrecipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date. The subrecipient understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees found at http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

All materials publicizing or resulting from award activities shall contain the following statements identifying the federal award:

"This project was supported by Award No._____ awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice".

12.4 **Patents -** If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

12.4.1 Unless there is a prior agreement between the subrecipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

12.4.2 The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," (August 23, 1971), and statement of Government patent policy, as printed in 36 Federal Register 16839).

12.4.3 Government regulations have been issued in 37 C.F.R. § 401 by the U.S. Department of Commerce.

13.0 **Confidential Funds and Confidential Funds Certificate -** A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Section 3.12 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

14.0 **Task Force Training Requirement -** The subrecipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

15.0 Information Technology Projects

15.1 Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

15.2 State Information Technology Point of Contact - The subrecipient agrees that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds.

15.2.1 In addition, the subrecipient agrees to maintain an administrative file documenting the meeting of this requirement. A list of State Information Technology Points of Contact may be found at www.it.ojp.gov/technology-contacts.

15.2.2 To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

15.3 ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application, if applicable. ADP justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

16.0 Interoperable Communications Guidance

16.1 Subrecipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance may be found at www.dhs.gov/safecom.

16.2 Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

17.0 **Drug Court Projects -** A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Ballistic Resistant and Stab Resistant Body Armor and Body Worn Camera

1.1 **Mandatory Wear Policy -** Subrecipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications may be found at www.bja.gov/Funding/JAGFAQ.pdf.

1.2 **BVP Program -** JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

1.3 **NIJ Compliance -** Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, body armor purchased must be American-made. The latest NIJ standard information may be found at www.nij.gov/topics/technology/body-armor.

1.4 **Body Worn Camera Certification** - Any subrecipient who wishes to use JAG funds to purchase BWC equipment, or to implement or enhance BWC programs, must certify that they or the law enforcement agency receiving the BWC funding have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, and training. For more information on BWC requirements, example policies, and best practices, visit https://www.bja.gov/bwc/.

2.0 **Environmental Protection Agency's (EPA) list of Violating Facilities -** The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

3.0 National Environmental Policy Act (NEPA)

3.1 The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

3.1.1 New construction

3.1.2 Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3.1.3 A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

3.1.4 Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

3.1.5 Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

3.2 The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.3 For any of a subrecipient's existing programs or activities that will be funded by these subawards, the subrecipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by the Department of Justice of a national or program environmental assessment of that funded program or activity.

4.0 **Methamphetamine Plans: Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories -** If an award is made to support methamphetamine laboratory operations the subrecipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

4.1 General Requirement: The subrecipient agrees to comply with federal, state, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories. The subrecipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.

4.2 Specific Requirements: The subrecipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subrecipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subaward. In so doing, the subrecipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

4.2.1 Provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories;

4.2.2 Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subrecipient to either the seizure or closure of clandestine methamphetamine laboratories;

4.2.3 As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

4.2.4 Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

4.2.5 Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

4.2.6 Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

4.2.7 Monitor the transport, disposal, and recycling components of subparagraphs 4.2.5 and 4.2.6 immediately above in order to ensure proper compliance;

4.2.8 Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's 1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and 2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and

4.2.9 Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can 1) respond to the potential health needs of any minor at the site; 2) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; 3) ensure immediate medical testing for methamphetamine toxicity; and 4) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

5.0 **National Historic Preservation Act –** The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. §§ 469 a-1, et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6.0 **Human Research Subjects -** Subrecipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

7.0 **Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at www.ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

8.0 **Global Standards Package -** In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

9.0 **Disclosures**

9.1 **Conflict of Interest -** The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

9.2 **Violations of Criminal Law -** The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

9.3 **Sanctuary Cities -** The subrecipient and implementing agency must certify compliance with 8 U.S.C. § 1373. The subrecipient and implementing agency must agree to notifing FDLE (the non-federal pass-through entity) in writing of any potential violations of 8 U.S.C. § 1373.

10.0 **Uniform Relocation Assistance and Real Property Acquisitions Act -** The subrecipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601, et seq.), which governs the treatment of persons displaced as a result of federal and federally-assisted programs.

11.0 **Limitations on Government Employees Financed by Federal Assistance -** The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

12.0 **Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct -** The subrecipient must promptly refer to DOJ Office of Inspector General (OIG) and the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

13.0 **Restrictions and certifications regarding non-disclosure agreements and related matters -** Subrecipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The subrecipient certifies that if is informed or notified if any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the awarding agency. The subrecipient will not resume obligations until expressively authorized to do so from the awarding agency.

14.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable -** Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

15.0 **Text Messaging While Driving -** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009), and § 316.305, Fla. Stat.., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

16.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database -** If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

17.0 **Environmental Requirements and Energy -** For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

18.0 **Other Federal Funds -** The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

19.0 Compliance with 41 U.S.C § 4712 - The subrecipient must comply with all applicable provision of 41 U.S.C. § 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial or specific danger to public health or safety, or a violation of law, rule or regulation related to a federal grant.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Insert Certifications and Authorizations here.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers, whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Pauline T. Hewis

Typed Name and Title: _____

Date: 12/4/16

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: City of Port St Lucie

Signature: Jeff Bremer

Typed Name and Title: Jeff Bremer, City Manager

Date: 8/30/16

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: City of Port St Lucie Police Dept

Signature: John A. Bolduc

Typed Name and Title: John Bolduc, Chief of Police

Date: 8/30/16

Company Address	4610 S. Ulster St. Suite 150 Denver, CO 80237	Created Date	1/3/2017
		Quote Number	00000400
Prepared By	Brian Bader	Contact Name	William May
Phone	(949) 716-3693	Phone	772-871-5013
Email	brian.bader@coronasolutions.com	Email	bill.may@pslpd.us
Bill To Name	Port Saint Lucie (FL) Police Department	Ship To Name	Port Saint Lucie (FL) Police Department
Bill To	121 SW Port St. Lucie Blvd. Port Saint Lucie, FL 34984 USA	Ship To	121 SW Port St. Lucie Blvd. Port Saint Lucie, FL 34984 USA

Product	Date	List Price	Sales Price	Quantity	Total Price	Line Item Description
Deploy Plus	1/3/2017	$0.00	($7,450.00)	1.00	($7,450.00)	2 years of Deploy and semi annual patrol operations analysis report service paid up front plus published case study discount
Deploy Plus	1/3/2017	$0.00	$27,200.00	1.00	$27,200.00	Total for 2 years of Deploy and semi annual patrol operations analysis report service not including any discount.
OF Deploy Training (New Customers)	1/3/2017	$5,150.00	$5,150.00	1.00	$5,150.00	2 day onsite
OF Setup - Programming/IT Implementation	1/3/2017	$15,000.00	$15,000.00	1.00	$15,000.00	CAD setup and programming

Estimated Renewal Amount

See Deploy Plus Line Items - First year of services plus additional/renewal year paid up front. Factoring the $7,450.00 discount, the 2 years of services total is reduced from $27,200.00 to $19,750.00.

Subtotal	$39,900.00
Discount	0.00%
Total Price	$39,900.00
Grand Total	$39,900.00

*State and local taxes are not included. Any additional fees will be the responsibility of the Client.

OPS FORCE
One Step Ahead

Corona Solutions
T 720-685-9550
www.CoronaSolutions.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 01/23/17

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager

FROM: John A. Bolduc, Chief of Police JAB mg

Agenda Item: Motion: Expenditure of Forfeiture Funds

Submittal Date: 01/04/2017

STRATEGIC PLAN LINK: This item relates to the strategic plan with the Port St. Lucie Mission, principle A, exceptional municipal services.

BACKGROUND: Initial FY 2016-2017 request to expend Fund #603 - Forfeiture Funds.

ANALYSIS: Requesting permission to the Port St Lucie Police Department to expend $4,846 of forfeiture funds in accordance with F.S.S. 932.7055(4) and Federal guidelines. This will be incorporated into the City's budget via the budget amendment process.

FINANCIAL INFORMATION: The use of these funds is as follows: $4,846 needed to cover the excess cost of the FDLE State Justice Assistance Grant (JAG), whose award of $35,054, was for the purchase of a workload analysis software estimated at $39,900.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to approve above request.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 01/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: None.

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JAN 11 2017
CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 1/23/17

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager

FROM: Carmen A. Capezzuto, Neighborhood Services Director

Agenda Item: Motion: Request by Bryan Yatkowitz on behalf of Temple Beth El Israel., requesting City Sponsorship of the 2017 Ultimate Purim Party.

Submittal Date: 1/6/2017

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed February 15 thru March 14, 2017.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Special Event Request for Signs in Right-of-Way
Letter from Bryan Yatkowitz on behalf of Temple Beth El Israel.

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

Name of Organization: Temple Beth El Israel

Location of Event: City Swale

Number of Signs: 100

Date range of sign placement: 02/15/2017 to 03/14/2017

Contact Person: Bryan Yatkowitz

Phone: (772) 236-4244

Email: Bryanytmg@gmail.com

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

Staff Recommendation: Approve for Signs

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

Temple Beth El Israel

551 SW Bethany Drive
Port St. Lucie, FL 34986
Tel: 772-336-2424
www.templebethelisrael.org

January 2,2017

City of Port Saint Lucie
Mr. Russel D. Blackburn
City Manager

Mr. Blackburn,

My name is Bryan j. Yatkowitz and I am hosting the 2017 Ultimate Purim Party for Temple Beth El Israel on Saturday Night March 11, 2017 from 5pm till 9pm Sunday March 12, 2017 from 10 am until 2 pm.
The event will be held on the property of the temple at 551 SW Bethany Dr
My contact information is :
Bryan j Yatkowitz
Cell: 772-236-4244
Home 772-777-2700
Email: bryanytmg@gmail.com
Address: 210 SE Walsh Terr.
Port Saint Lucie 34983

Attached is a copy of the temple's consumer certificate of Exemption as proof of the 501C3.
We are looking to post 100 right of way signs in Port Saint Lucie from February 15,2017 and will be removed on Monday March 14,2017.

Attached is the locations we would like to post at.
If you have any questions, please feel free to call, email or text me anytime.

Sincerely,

Bryan j. Yatkowitz
Temple Beth El Israel
Event Co-ordinator

Temple Beth El Israel

551 SW Bethany Drive
Port St. Lucie, FL 34986
Tel: 772-336-2424
www.templebethelisrael.org

Placement of Street Signs

Crosstown Blvd:
SE Airoso Blvd
SE Bayshore
SE Casmere
SE California
Bayshore:
SE PSL blvd
SW PSL blvd
NE PSL blvd
NW PSL blvd
SW Crescent Ave
SW Chandler Ter
SE Thornhill
SW Thornhill
NE Thornhill
NW Thornhill
SE sw Majestic Ter
SW se Majestic Ter
SE sw Grimaldi Ter
SW sw Grimaldi Ter
SE sw Voltair Ter
SW sw Voltair Ter
SE sw Lakehurst dr
SW sw Lakehurst dr
SE sw Violet Ave
SW sw Violte Ave
SE SW Prima Vista Blvd
SW SW Prima Vista Blvd
NE SW Prima Vista Blvd
NW SW Prima Vista Blvd

SW Cameo:
SE SW California Blvd
SW SW California Blvd
NE SW California Blvd
NW SW California Blvd

Temple Beth El Israel

551 SW Bethany Drive
Port St. Lucie, FL 34986
Tel: 772-336-2424
www.templebethelisrael.org

SW PSL Blvd:
SE Cameo
SW Cameo
NE Cameo
NW Cameo
SE SW Airoso
SE SW Airoso
NE SW Airoso
NW SW Airoso
SW SE Floresta
SE SE Floresta
NE SE Floresta
NW SE Floresta
SE SE West Moreland Blvd
SW SE West Moreland Blvd
NE SE West Moreland Blvd
NW SE West Moreland Blvd
SE SE Morningside Blvd
SW SE Morningside Blvd
NE SE Morningside Blvd
NW SE Morningside Blvd
SE SE Lenard Rd
SW SE Lenard Rd
NE SE Lenard Rd
NW SE Lenard Rd

SE Veterans Memorial Blvd:
SE Lyngate Park
SW Lyngate Park
NE Lyngate Park
NW Lyngate Park
SE RT 1
SW RT 1
NE RT 1
NW RT 1

SE La Buona DR:

Temple Beth El Israel
551 SW Bethany Drive
Port St. Lucie, FL 34986
Tel: 772-336-2424
www.templebethelisrael.org

SE RT 1
SW RT 1
NE RT 1
NW RT 1

SE PSL Blvd:
SE RT 1
SW RT 1
NE RT 1
NW RT 1

SE Leonard Rd:
SE RT 1
SW RT 1
NE RT 1
NW RT 1

NW Fennel Ave:
SE RT 1
SW RT 1
NE RT 1
NW RT 1

SE Westmoreland Blvd:
SE RT 1
SW RT 1
NE RT 1
NW RT 1

NW Goldenrod Rd
SE RT 1
SW RT 1
NE RT 1
NW RT 1

NW Sunset Blvd
SE RT 1
SW RT 1

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Department Director
Jesus Merejo, Utility Systems Director

FROM: Gina Jolly, Buyer
Procurement Management Department

Agenda Item: Motion: Contract # 20170090 Pilot Program at Glades Wastewater Treatment Facility-Utility Systems Department

Submittal Date: 1/11/2017

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 (GWWTF) is currently in the process of optimizing their process and reducing the amount of hydrogen sulfide that the facility is experiencing. During the April 11, 2016 City Council meeting, it was discussed that the Utility is seeing a high level of hydrogen sulfide throughout the collection system and at the treatment facilities that is causing extensive damage to the concrete structures and mechanical components throughout the system. During that same council meeting, it was discussed that staff was looking into conducting a pilot study within the collection system to reduce the amount of hydrogen sulfide.

The City began a pilot program using various chemicals for the Westport Wastewater Treatment Facility (WPWWTF) with three of the most commonly used firms in Florida. The pilot study was to determine which firms product would meet the needs of the WPWWTF best and would cause the least amount of disruption throughout the wastewater facility. Based on the results experienced at the WPWWTF, it was determined that Premier Magnesia, LLC's product would be the best fit for what is currently needed at the GWWTF. Their product would not only help to optimize the

process but also reduce the levels of hydrogen sulfide to within an acceptable level without causing any health and safety issues or rapid mechanical component deterioration. A thirty (30) day trial was completed in the amount of $24,418.50. Due to those results the Utility Systems Department requests to move forward with a six (6) month study for approximately $208,737.00.

ANALYSIS: The extended chemical usage is necessary in order to optimize the treatment process as well as reduce the Hydrogen Sulfide concentration that City staff experiences while preforming daily tasks. In the interest of employee health and safety, it is recommended that the City continue with the pilot test with Premier Magnesia, LLC, until the optimization of this process is complete. It is anticipated that this process will take approximately 6 months to complete after notice to proceed.

FINANCIAL INFORMATION: Funds are available in Utility Operations, Glades WWTF, Chemicals

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval to waive the bidding Chapter 35.04 (c) good cause shown and approve #20160201 for the continuation of the Pilot Program at Glades WWTF with Premier Magnesia, LLC for a total amount of $233,218.50. Project to be completed in July 2017.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

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

ATTACHMENTS: Proposal from Premier Magnesia, LLC

RECEIVED

JAN 1 1 2017

CITY MANAGER'S OFFICE

20170090

PREMIER MAGNESIA, LLC

Premier Magnesia LLC
75 Giles Place
P.O. Box 370
Waynesville, North Carolina 28786

December 12, 2016

John Eason, P. E.
City of Port St. Lucie
900 S. E. Ogden Lane
Port St. Lucie, Florida 34983

Re: Extension of Thioguard Treatment for the Glades WWTP and Collection System

Mr. Eason:

Premier Magnesia is pleased to provide the following quotation for continuation of Thioguard Treatment for the Glades WWTP and Collection System. Premier is currently feeding 300 gallons per day of Thioguard in the Southport Collection System for odor control/supplemental alkalinity and an additional 50 gallons per day at the Glades WWTP to provide supplemental alkalinity for the treatment process.

It is recommended that an additional 100 gallons per day be introduced on the Westport side of the Glades Collection System to provide additional odor control at the Glades Headworks. This should also provide additional alkalinity.

The total recommended Thioguard feed rate in the Glades system is 450 gallons per day. The cost of Thioguard is proposed to be $2.577 per gallon which is the Pinellas County Bid Price. The total cost of a 6 month extension is $208,737.00. Premier will also work with the plant staff to find the optimal Thioguard to maintain proper alkalinity levels.

Thanks again for allowing Premier Magnesia, LLC to quote this project.

Sincerely,

J. Peter Ahl
V.P. and General Manager
Premier Magnesia, LLC

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Department Director
Jesus A. Merejo, Utility Systems Department Director

FROM: Gina Jolly, Buyer
Procurement Management Department

Agenda Item: Motion: E-Bid # 20160160 Design of the New Maintenance Building at Prineville – Utility Systems Department

Submittal Date: 1/11/2017

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

BACKGROUND: The City of Port St. Lucie requires a Professional Consultant for design services for the New Maintenance Building at Prineville Water Treatment Plant. The design services include a new 25,000 square foot maintenance building, modifications of the existing Pavilion to comply with current ADA standards and if budget allows a mobile generator storage facility and completion of the wall and gate security system surrounding the Prineville site. Construction of the new maintenance building is necessary to accommodate in-house field personnel that are currently working in multiple houses that are not ADA complaint. The Utility Department has considered other properties around the City and find expanding the existing facilities would be the best location by providing a central headquarter for all personnel. With this expansion, the field personnel offices can be vacated and the Water Distribution & Sewer Collections, Electricians, Instrumentation, and Water Plant Maintenance Division can be housed in one area. The City met on December 12, 2016 to negotiate a contract with the #1 scored firm, Bentley Architects & Engineers.

ANALYSIS: The staff worked diligently with the firm to negotiate a fee that represents a fair value to the City for the requested scope of work. Through the negotiation process the City was able to negotiate a fee that is within the budgeted amount.

FINANCIAL INFORMATION: Utility Operations/Utility Administration/ Buildings/D&C Maintenance Building

LEGAL INFORMATION: Reviewed by Ella Gilbert on 9/8/16 and approved as to form.

STAFF RECOMMENDATION: Approval to enter into a Contract as per RFP # 20160160 for the Design of the New Maintenance Building at Prineville with Bentley Architects & Engineers, Inc. in the amount of $377,920.07 plus a one-time $10.00 Indemnification fee. The time period for this contract is one hundred twenty (120) calendar days with no option to renew.

SPECIAL CONSIDERATION: The City's Continuing Services contracts cannot be used for this project as construction costs exceed the threshold of $2 million dollars.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

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

ATTACHMENTS: Contract, Negotiation sign-in sheets, Audio from the negotiation meetings on cd.

RECEIVED

JAN 1 1 2017

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE
CONTRACT #20160160

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 *Bentley Architects& Engineers, Inc. 651 W. Warren Avenue, Suite 200 Longwood, Florida 32750* Telephone No. (407) 331-6116 Fax No. (407) 331-4566, hereinafter called "Engineer", 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:	Richard M. Schoenborn, P.E., Senior Civil-Utility Engineer Utility Engineering City of Port St Lucie, Utility Systems Department 121 SW Port St Lucie Blvd. Port St Lucie, FL 34984 Telephone: (772) 873-6485 Email: rshoenborn@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
Engineer:	Bentley Architects & Associates, Inc. 651 W. Warren Avenue Suite 200 Longwood, Florida 32750 Telephone: 407-331-6116 Fax: 407-331-4566 Email: gary@baeonline.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Engineer has agreed to perform is to provide the following:

I. SCOPE OF WORK

The City of Port St. Lucie desires to expand the facilities located at the Prineville site to better accommodate in-house maintenance personnel and their activities and for mobile generator storage. The project scope of work includes complete services for design and permitting.

Design:

- A New pre-engineered metal combined maintenance building and awning
- A New mobile generator storage building
- A Dumpster loading area
- A Pump wash down area
- Completing the enclosure of the Prineville site
- Site development work, including stormwater facilities, roadways, parking areas,
- Water, wastewater utilities to service the new building
- Electrical utilities and coordination with Florida Power and Light
- Lighting for the improved site area
- Heating, ventilation and air conditioning of the new buildings
- Evaluation of the suitability of the existing generator system for supplying emergency power to the new facilities.
- Work shall also include upgrade of the Pavilion sidewalk and structure to meet ADA accessibility requirements.

1. Civil Engineering Services will include the preparation Conceptual Master Plan design services, based on the preliminary design plans provided by the City.

2. Civil Engineering Services will include the preparation Conceptual Master Plan design services, Construction Documents engineering and preparation and Permitting/Plan Approval services for Plan Approval through the City's Land Development Review process and the South Florida Water Management District.

    - Construction Documents: Construction documents will be submitted for Client review at the 30% (design development), 50% (advanced development), 90% (final minus city approval and permits), and 100% design phase. Each submittal will include civil design, plan specifications, bound technical specification (if needed and not addressed in plan specifications), and opinion of construction costs, utility demand

calculations, storm sewer hydraulic calculations and stormwater management calculations necessary for submittal to the agencies noted above. The civil design will include site, utility, grading, drainage and stormwater management designs. The construction documents will include plans sheets, plan specifications, bound technical specification (if needed and not addressed in plan specifications), and utility demand calculations, storm sewer hydraulic calculations and stormwater management calculations necessary for submittal to the agencies noted above. Following the 90% owner submittal and review the construction documents will be advanced to the 100% plans stage for submittal for plan review and approval.

- Site Plan Approval: As noted above, the site construction documents will be submitted to the City of Port St. Lucie and the South Florida Water Management District. Services include coordination with these agencies and preparation of documents to address comments or requests for additional information.

- Civil Engineering Post Design Services will include responses to Request For Information, shop drawing review, review of Contractor As-built Drawings, preparation of Record Drawings and 3 site visits during construction.

3. Architectural Design:
   A. Based on the conceptual design of proposed building structures provided by the City, develop and provide schematic design plan for City review and approval.

   - Provide Architectural Design and Construction Documents for the following facilities:
     - Maintenance Bldg.
     - Generator Storage Building
   - Design Phase Meetings (3)
   - Prepare project technical specifications to accompany the design
   - Provide opinion of probable cost at the 30% phase, and detailed cost estimates for the 50% and 90% review submittals.
   - Submit completed construction documents for Building Department review and respond to comments.
   - Attend pre-bid meeting, respond to questions during bid phase.

4. Architectural Post Design Services:

- Responses to RFI (Request for Information)
- Shop Drawing and Submittal Review
- General Construction Administration support
- Review of As-built information and preparation of As-built documents
- 12 Site visits during Construction (Assumes 12 month construction phase)

5. Structural Design Services:
    - Assistance during the conceptual design phase
    - Provide Structural Engineering Design and Construction Documents for the following facilities:
    - Maintenance Building (including enclosed dumpster and pump wash down areas)
        - Generator Storage Building
        -

Provide Structural Engineering support as needed for site enclosure design

- Assist in preparing project technical specifications
- Assist in preparation of opinion of probable cost at the 30% phase, and detailed cost estimates for the 50% and 90% submittals
- Submit completed Construction Documents for Building Department review and respond to comments
- Provide support on bidding phase

6. Structural Post Design Services:
    - Responses to RFI (Request for Information)
    - Shop Drawing Review
    - General Construction Administration support
    - Review of As-built information and preparation of As-built documents
    - 3 Site visits during Construction

Permitting:

Permitting work includes obtaining the necessary City Building Department Permits.

Design work shall include full services for architectural, structural utilities and civil engineering design, electrical design, geotechnical investigations, HVAC design and permitting to meet all code requirements for a complete and bid ready plan set(s).

Permitting work shall also include modification of the site's existing South Florida Water Management District's storm water permit to accommodate the new facilities.

Permitting work also includes furnishing the City with site drawings, technical information and building renderings for the City's site plan review process.

The conceptual physical limits for this project are as indicated on the attached drawings.

Design kick-off meeting:

The design firm shall furnish to the City:

- Prineville site layout
- Maintenance building layout
- Mobile generator storage building layout
- Conceptual costs for major project elements
- A project schedule

Deliverables:

The site layout shall be in a 24"x36" format and shall include existing facilities, the various proposed access points to the site as well as the footprints for the new buildings and site work. The design firm will also present to the City for selection, three different architectural renderings of the maintenance building interior layout and exterior of the finished building. Interior layout schematic furnished by the City shall be adjusted by the design firm to conform to the renderings. The renderings shall include plan, profiles from each side of the structure. Renderings shall be furnished in color and on 11"x17" sheets. Scales shall be clearly shown, view direction on profiles shall be clearly shown, and north shall be clearly indicated. The selected rendering shall be the basis for the design and construction of the new maintenance building. A rendering of the interior of the mobile generator storage building shall also be furnished.

The design firm shall furnish to the City for design review and comment construction plans, technical specifications and project costs at 30%, 50% and 90%. Construction plan sets shall be 24"x36" in size and shall include civil plans, architectural plans, structural plans, electrical plans, HVAC plans, and plumbing plans. The design firm shall adjust the plans based on comments by the City. All plan sets shall be fully integrated with one another regarding layout scale and facilities provided. It is the responsibility of the design firm to fully integrate all plan sets with one another such that conflicts between plan sets are eliminated. Architectural plans shall include plan, profile and elevation views of the proposed facility. Lighting fixture type and location shall be clearly shown in the plan sets. All water and wastewater fixtures including hose bibs, drinking fountains, eye showers and locations for hot and cold water shall

be clearly shown. Electrical plan sets shall clearly show all electrical outlets, outlet voltage, data ports, grounding, lightning protection, electrical panels and switches shall be clearly shown in the plan sets.

At all stages of work progress, project element costs shall be itemized and arranged in a manner to allow the City to conveniently include or cut elements to reach latest desired budget goals.

- 1 Conceptual Site Plan and 1 Architectural Floor Plan Concept, based on the preliminary design plans provided by the City.
- 30% Construction Documents
- 50% Construction Documents
- 90% Construction Documents for Review
- Final Construction Documents
- Record Drawing

SECTION III
TIME OF PERFORMANCE

The Contract shall start _____ and will terminate _____, a total of one hundred twenty (120) calendar days. In the event all work required in the contract specifications has not been completed by the specified date, the Engineer 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

N/A

SECTION V
COMPENSATION

This is a lump sum contract in the amount of $377,920.07, plus a one-time $10.00 indemnification fee. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities, Subcontractor fees, or any reimbursable expense. There will be no additional amount paid for reimbursable expenses. The Engineer shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts. The City will pay with Visa only.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses

incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

Progress Payments- The City may make partial payment during the progress of the work upon percentage of work completed as approved by the Project Manager.

The Engineer 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.

Invoices for services shall be submitted once a month by the 10th of the month, and payments shall be made in forty five (45) days unless Engineer has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Project Manager.

Engineer VISA Payment Procedures

1. An account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The account will be entered with the proper expense codes. The Engineer will be provided this account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the Project Manager (PM) by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if Subcontractors were used by Engineer.
4. The PM will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.

9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA account and Contract number.

A Visa Order Form or Purchase Order constitutes as the Notice to Proceed.

SECTION VI
WORK CHANGES

This is a lump sum contract, therefore no change orders are allowed.

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 Engineer pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Engineer 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 Engineer 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 Engineer and persons employed or utilized by the Engineer in the performance of the construction contract. As consideration for this indemnity provision the Engineer 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 Engineer, including independent Engineers and Subcontractor 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 Engineer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Engineer 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 Engineer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Engineer 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 Engineers 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 insurer's clause.

The Engineer 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 Engineer 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 Engineer, independent Engineer 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 Engineer/independent Engineer/Subcontractor.

The Engineer 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 Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160160 Design Services for the New Maintenance Building at Prineville shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Engineers and Subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Engineer to ensure that all Subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Engineer for any and all claims under this Contract.

The Engineer 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 Engineer's most recent annual report or audited financial statement.

A failure on the part of the Engineer to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION IX
ACTS OF GOD

The Engineer 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 Engineer 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.

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 Engineer nor any subconsultnat 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 Engineer 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. Engineer will comply with all requirements of 28 C.F.R. § 35.151. Engineers and Subcontractor shall comply with § 119.0701, Fla. Stat. (2013). The Engineer and Subcontractor are to allow public access to all documents, papers, letters, or other material made or received by the Engineer 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. ENGINEER'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XII
CLEANING UP

N/A

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

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

SECTION XV
ASSIGNMENT

Engineer 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

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days' notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties to other costs shall be due to the Engineer except work timely completed.

SECTION XVII
LAW AND VENUE

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

SECTION XVIII
APPROPRIATION APPROVAL

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

SECTION XIX
TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XX
CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Engineer shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast clients and related Scope of Work.

SECTION XXI
PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXII
ENTIRE AGREEMENT

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

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:

_____
Director, Procurement Management Department

By:_____
Authorized Representative of Bentley Architects & Associates, Inc.

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed. (he/she)

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

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

Negotiation 2
January 11, 2017 9:00 a.m.
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	GARY KRANSTON	BENTLEY	GARY@BAEONLINE.COM	T 407 331-6116
				F
3.	KYLE CARTIER	SWC ENGR.	KJC@SWCENG.COM	T 407-380-0400
				F
4.	RICH SCHOENBORN	CITY OF PSL-USD	rschoenborn@cityofpsl.com	T 772-873-6484
				F
5.				T
				F
6.				T
				F
7.				T
				F

Negotiation
November 21, 2016 9:00 a.m.
E-Bid 20160160
Design Services for the New Maintenance Building at Prineville

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie PMD	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	KYLE CARTIER	SIMS WILKERSON CARTER ENGR.	KJC@SWCENG.COM	T 407 380 0400
				F 407 380 5900
3.	GARY KRANSTON	BENTLEY	GARY@BAEONLINE.COM	T 407 331-6116
				F
4.	WILLIAM BENTLEY	BENTLEY	bill@baeonline.com	T (407) 331-6116
				F
5.	BRENTON DALE	BENTLEY (CONF.)		T (407) 331-6116
				F
6.	CARLOS	BENTLEY (CONF.)		T (407) 331-6116
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Cheryl Shanaberger, Director, Procurement Management Dept.
James Angstadt, Public Works, Director
Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: E-Bid #20160164 – Miscellaneous Landscaping Services

Submittal Date: 1/10/2017

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principle B, Beautiful City "Attractive, well maintained streetscapes and medians on major corridors."

BACKGROUND: Over time, The City of Port St Lucie has invested a significant amount of funding into improving landscaping on City property and on roadway right-of – ways through-out the City. Periodically, this landscaping requires replacement due to vehicular damage, or other factors such as natural aging. The Public Works Department requires the services of a qualified landscaping contractor to replace trees, plant material and mulch within landscaped areas. The service will be performed on an as needed basis. An E-Bid was issued on November 17, 2016. During this period there were four hundred forty six (446) potential suppliers, two (2) supplemental supplies were notified with nineteen (19) listed as plan holders. One (1) proposal was received on December 20, 2016.

ANALYSIS: Staff reviewed the proposal from Natures Keeper, Inc., and determined it to be responsive, it meets the requirements of the solicitation and it provides the best value to the City. The Bidder is a local firm and has performed numerous successful projects for the City.

FINANCIAL INFORMATION: Funds are available in Road & Bridge 50% & Stormwater 50% / Greenbelt & Waterway Maintenance/Landscaping

LEGAL INFORMATION: Reviewed by Ella Gilbert on September 8, 2016 and approved as to form.

STAFF RECOMMENDATION: Approve and award of Contract #20160164, Miscellaneous Landscaping Services with Natures Keeper, Inc., for the unit prices listed in Schedule "A", plus a one-time $10.00 Indemnification Fee. Annual estimated expenditures will be as budget allows. The estimated budget for Fiscal Year 2016/2017 is $220,000.00. The contract period is for two (2) years with a renewal option for an additional two (2) year period upon satisfactory performance.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: Various location throughout the City

ATTACHMENTS: Contract, Bid Tabulation, Winning Proposal, Solicitation Request Form, E-Bid, and Sign in Sheets

*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

JAN 1 0 2017

CITY MANAGER'S OFFICE

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160164

This CONTRACT, executed this _____ day of _____, 2017, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Natures Keeper, Inc.* (Contractor), a Florida Corporation, *3795 Sneed Road, Fort Pierce, FL 34945,* Telephone No. 772-467-1230 Fax No. 772-467-8923, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Public Works Department
Attn: John Dunton
450 SW Thornhill Drive
Port St. Lucie, FL 34984
Telephone: 772-344-4035- Fax: 772-871-7397
Email: jdunton@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
Natures Keeper, Inc.
Stewart Feketa, Project Manager
3795 Sneed Road
Fort Pierce, FL 34945
Telephone: 772-467-1230 Fax: 772-467-8923
Email: Stewart@Natures-Keeper.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160164, all agenda, attachments and all associated permits are made part of this Contract for Miscellaneous Landscaping Services, are hereby incorporated by this reference.

Premises – Various Locations throughout the City

Scope of Work - The Contractor shall furnish and install all plants, shrubs and trees as identified for each
Location.

- All plants and trees shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.

- All plants shall be Florida Fancy, Florida Grade #1 in accordance with the Florida Grades and Standards for Nursery Plants. All plants and trees shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

- Containerized plants and trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants and trees shall not be pot bound, nor have kinked, circling or bent roots. All plant material shall be procured from a Department of Agriculture inspected facility. Girdling roots will not be accepted.

- Use of larger plants or trees shall not increase the contract unit price nor allow the Contractor to use smaller than specified material on other plants. If larger plants or trees are approved, the root ball, spread, or container shall be increase in proportion to the size of the plant.

- Plants and trees shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants and trees that meet measurements but do not possess a normal balance between height and spread shall be rejected.

- All plant material specified shall be planted height.

- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of City of Port St. Lucie. This includes, but is not limited to, soil grade

disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures and equipment.

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday.

SECTION III
TIME OF PERFORMANCE

Contract period is for two (2) years and shall begin_____2017 and will terminate on_____2019. The Contractor will be required to commence work under this contract ten (10) calendar days after the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional two (2) year period. Prices will be firm for each two (2) year period. Price adjustments may be considered at the time of the renewal only and shall be documented with written verification of industry prices increases or decreases.

There is no guarantee as to the amount of services or labor that the City may purchase during the term of the Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a fixed unit price as listed in Schedule A, plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section VIII herein.

SCHEDULE A

Line #	Description	Specifications	Unit	Unit Price
1	Annauls	1 gal 6"	ea	$ 5.70
2	Impatients	1 gallon	ea.	$ 6.20
3	Bird of Paradis	25 gallon	ea.	$ 255.44
4	Senna	25 gallon STD	ea.	$ 304.93

5	Penta's multi colors	1 gallon	ea.	$ 5.70
6	Asiatic Jasmin	1 gallon	ea.	$ 5.70
7	Star Jasmine	3 gallon 20"x20"	ea.	$ 10.92
8	African Iris	3 gallon 24"	ea.	$ 12.90
9	African Iris - white	3 gallon 24"	ea.	$ 12.90
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	$ 5.70
11	Thryallis	3 gallon 18" x 16"	ea.	$ 10.92
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	$ 10.92
13	Dwarf Firebush	20"	ea.	$ 10.92
14	Hibiscus	3 gallon 20" F	ea.	$ 11.91
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	$ 275.44
16	Ruellia	3 gallon 18" F	ea.	$ 10.92
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	$ 15.87
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	$ 15.87
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	$ 15.87
20	Bougainvillea	3 gallon 14" to 16" F	ea.	$ 15.87
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	$ 54.59
22	Dwarf Podocarpus	3 gallon 18" F	ea.	$ 12.90
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	$ 52.99
24	Podocarpus	3 gallon 12"x12"	ea.	$ 10.92
25	Cocoplum	3 gallon 24" F	ea.	$ 10.92
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	$ 10.92
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	$ 39.13
28	Japanese Boxwood	3 gallon 16" F	ea.	$ 15.87
29	Red Jatrophia	25 gallon 6-8' Std	ea.	$ 275.44
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	$ 44.59
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	$ 11.91
32	Croton	3 gallon	ea.	$ 11.91
33	Plumbago Blue	3 gallon 14" x 14" F	ea	$ 10.92
34	Green Island Ficus	3 gallon 14" x 14" F	ea	$ 11.91
35	Razzle Berry	3 gallon 12" x 12" F	ea	$ 15.87
36	Ilex Schilling	3 gallon 12" x 14 ' F	ea	$ 12.90
37	Crown of Thorns	3 gallon	ea	$ 11.91
38	Crown of Thorns Bullnose	3 gallon	ea	$ 11.91
39	Crown of Thorns 'rosy'	3 gallon	ea	$ 11.91
40	Euphorbia Milli "Rosy"	3 gallon	ea	$ 11.91
41	Silverthorn	3 gallon 24"x24"	ea	$ 10.92
42	Simpson Stopper	30 gallon STD	ea	$ 277.44
43	Macho Fern	3 gallon 16" x 18" F	ea	$ 11.91
44	Pinky Muhly Grass	1 gallon 12" F	ea	$ 5.70
45	Pinky Muhly Grass	3 gallon 20" F	ea	$ 10.92

46	Pinky Muhly Grass	3 gallon 24" F	ea	$ 10.92
47	Red Fountain Grass	1 gallon	ea	$ 5.70
48	White Fountain Grass	1 gallon	ea	$ 5.70
49	White Fountain Grass	3 gallon F	ea	$ 10.92
50	Fakahatchee Grass	1 gallon	ea	$ 5.70
51	Fakahatchee Grass	3 gallon F	ea	$ 10.92
52	White Axtec Grass	1 gallon	ea	$ 4.22
53	Flax Lily	1 gallon	ea	$ 6.20
54	Flax Lilly	3 gallon 12" F	ea	$ 12.90
55	Blueberry Flax Lily	1 gallon	ea	$ 6.20
56	Perennial Peanut "eco turf"	1 gallon	ea	$ 6.20
57	Green Liriope	3 gallon 14" to 16" F	ea	$ 12.90
58	Gold Mound	3 gallon 12" x 14"	ea	$ 10.92
59	Gold Mound (Duranta Eracta)	3 gallon 14"-16"	ea	$ 10.92
60	Gold Mound	7 gallon	ea	$ 44.59
61	Creeping Fig	3 gallon	ea	$ 5.70
62	Robelenii triple	15 gallon 4'	ea	$ 106.98
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	$ 255.44
64	Orange Geigers	45 gallon 10' 2" C	ea	$ 727.83
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	$ 727.83
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	$ 727.83
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	$ 262.85
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	$ 560.18
69	Wax Myrtle	36"+	ea	$ 38.63
70	Buttonwood	20"-24"	ea	$ 10.92
71	Green Buttonwood	3 gallon 20"-24"	ea	$ 10.92
72	Green Buttonwood	30 gallon 10'-12' Std	ea	$ 277.44
73	Silver Buttonwood	3 gallon 20"-24"	ea	$ 10.92
74	Bald Cypress	7 gallon	ea	$ 74.28
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	$ 300.44
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	$ 441.00
77	Seagrape	3 gallon 24" x 24" full	ea	$ 11.91
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	$ 74.28
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	$ 196.25
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	$ 280.44
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	$ 280.44
82	Live Oak	45 gallons 12'-14'x3" C	ea	$ 738.34
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	$1,221.27
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	$ 280.44
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	$ 557.88
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	$ 787.09

87	Southern Red Cedar	25 gallon 6' x 8' F	ea	$ 272.87
88	Weeping Willow	30 gallon 10'-12'	ea	$ 381.93
89	Royal Palm	8' GW	ea	$1,252.70
90	Royal Palms	15-17 GW	ea	$2,366.94
91	Sabal Palm curved	14' to 17' slick	ea	$ 435.54
92	Sabal Palm	12' CT BTD	ea	$ 198.57
93	Sabal Palm	12'-14' OA	ea	$ 198.57
94	Sabal Palms Slick	12-14 ft OA	ea	$ 198.57
95	ARECA Palm	25 gallon 8' to 10' F	ea	$ 280.44
96	Christmas Palm	FG 12' to 14' OA	ea	$ 363.75
97	Triple Christmas Palm	FG 12' to 14' OA	ea	$ 584.88
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	$ 653.95
99	Slender Spike Rush	BR	ea	$ 2.23
100	Gaint Spike Rush	BR	ea	$ 2.23
101	Duck Potato	BR	ea	$ 2.28
102	Bull Rush	BR	ea	$ 2.58
103	Fire Flag	BR	ea	$ 2.58
104	Arrowhead	BR	ea	$ 2.41
105	Pickerelweed	BR	ea	$ 2.28
106	Brown Mulch distrubed around plants	minimum 2 cubic feet per bag	bag	$ 2.74
107	Red Mulch distrubed around plants	minimum 2 cubic feet per bag	bag	$ 2.74
108	Giant Bulrush (Schoeneplectus Californicus)		BR	$ 2.58
109	Sycamore	30 gallon 12' to 14'	ea	$ 669.93

All plants are to be GPS located and loaded onto City Website
Price includes:
Install 2 Agriform tablets per plant, 3 per tree
Installation of plant material
Initial watering
One year warranty
MOT

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the pay Request. Partial Release of

Liens from all Contractors. Subcontractor, suppliers for materials and sub-sub contractors are to be attached to each Pay Request

Acceptance and Final Payment - Upon receipt of written notice that each project is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate, stating that the work provided for in the Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor in thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and less any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

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.

Invoice for services shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment 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 release of liens, and is approved by Project Manager as required under Section XIV 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 and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's 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 or Visa Authorization number.

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.

All payments not made within the time specified by this section shall bear interest form thirty (30) calendar days after the due date at the rate of .05 percent per month on the unpaid balance.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

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

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor, independent contractor, or

subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the Contract # 20160164, Miscellaneous Landscaping Service shall listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured

retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

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
PAYMENTS AND PERFORMANCE BOND

"N/A"

SECTION XI
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 XII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with

all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XIII
CLEANING UP

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

SECTION XIV
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 is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

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

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

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

SECTION XV
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. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

Miscellaneous Testing - The Contractor shall 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 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 bid 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 and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that he authorized in writing as soon as possible.

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

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

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

Standard Production Items - All products offered must be standard production items that have been available to the trade for 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 manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e. lumber, pilings, etc.) shall be limited to area. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site at the end of each work day.

Florida Produced Lumber – The Contractor shall comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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 necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor that said work is, "complete" and/or "accepted".

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 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 XVI
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 XVII
SAFETY PRECAUTIONS

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

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the

commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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 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, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractors, or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. Work within the City of Port St. Lucie shall require proper traffic control for the safety of the workers and the public at large. Traffic Control and lane closures shall be in accordance with FDOT Design Standards index 600 Series.

OSHA Compliance – The Contractor shall agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XVIII
ASSIGNMENT

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

SECTION XIX
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. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred ($100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The 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 XXIII
ENTIRE CONTRACT

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

(balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
Director, Procurement Management Department

By: _____
Authorized Representative of Natures Keeper, Inc.

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

Procurement Management Department
Bid Tabulation Report # 20160164
E-Bid: Misecellaneous Landscaping Services
Opening: December 20, 2016 @ 2:00 pm
Schedule A

Natures Keeper

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
1	Annauls	1 gal 6"	ea	100	$5.70	$ 570.00
2	Impatients	1 gallon	ea.	120	$6.20	$ 744.00
3	Bird of Paradis	25 gallon	ea.	2	$255.44	$ 510.88
4	Senna	25 gallon STD	ea.	5	$304.93	$ 1,524.65
5	Penta's multi colors	1 gallon	ea.	267	$5.70	$ 1,521.90
6	Asiatic Jasmin	1 gallon	ea.	140	$5.70	$ 798.00
7	Star Jasmine	3 gallon 20"x20"	ea.	92	$10.92	$ 1,004.64
8	African Iris	3 gallon 24"	ea.	160	$12.90	$ 2,064.00
9	African Iris - white	3 gallon 24"	ea.	200	$12.90	$ 2,580.00
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16	$5.70	$ 91.20
11	Thryallis	3 gallon 18" x 16"	ea.	744	$10.92	$ 8,124.48
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3	$10.92	$ 32.76
13	Dwarf Firebush	20"	ea.	800	$10.92	$ 8,736.00
14	Hibiscus	3 gallon 20" F	ea.	250	$11.91	$ 2,977.50
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50	$275.44	$ 13,772.00
16	Ruellia	3 gallon 18" F	ea.	683	$10.92	$ 7,458.36
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60	$15.87	$ 952.20
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20	$15.87	$ 317.40
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55	$15.87	$ 872.85
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112	$15.87	$ 1,777.44
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150	$54.59	$ 8,188.50
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500	$12.90	$ 6,450.00
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	120	$52.99	$ 6,358.80
24	Podocarpus	3 gallon 12"x12"	ea.	1290	$10.92	$ 14,086.80
25	Cocoplum	3 gallon 24" F	ea.	54	$10.92	$ 589.68
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250	$10.92	$ 2,730.00
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100	$39.13	$ 3,913.00
28	Japanese Boxwood	3 gallon 16" F	ea.	150	$15.87	$ 2,380.50
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20	$275.44	$ 5,508.80
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100	$44.59	$ 4,459.00
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500	$11.91	$ 5,955.00
32	Croton	3 gallon	ea.	100	$11.91	$ 1,191.00
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335	$10.92	$ 3,658.20
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750	$11.91	$ 8,932.50
35	Razzle Berry	3 gallon 12" x 12" F	ea	367	$15.87	$ 5,824.29
36	Ilex Schilling	3 gallon 12" x 14 ' F	ea	50	$12.90	$ 645.00
37	Crown of Thorns	3 gallon	ea	385	$11.91	$ 4,585.35
38	Crown of Thorns Bullnose	3 gallon	ea	20	$11.91	$ 238.20
39	Crown of Thorns 'rosy'	3 gallon	ea	215	$11.91	$ 2,560.65
40	Euphorbia Milli "Rosy"	3 gallon	ea	320	$11.91	$ 3,811.20
41	Silverthorn	3 gallon 24"x24"	ea	400	$10.92	$ 4,368.00
42	Simpson Stopper	30 gallon STD	ea	6	$277.44	$ 1,664.64
43	Macho Fern	3 gallon 16" x 18" F	ea	275	$11.91	$ 3,275.25
44	Pinky Muhly Grass	1 gallon 12" F	ea	994	$5.70	$ 5,665.80
45	Pinky Muhly Grass	3 gallon 20" F	ea	300	$10.92	$ 3,276.00
46	Pinky Muhly Grass	3 gallon 24" F	ea	1370	$10.92	$ 14,960.40
47	Red Fountain Grass	1 gallon	ea	225	$5.70	$ 1,282.50
48	White Fountain Grass	1 gallon	ea	225	$5.70	$ 1,282.50

Procurement Management Department
Bid Tabulation Report # 20160164
E-Bid: Misecellaneous Landscaping Services
Opening: December 20, 2016 @ 2:00 pm
Schedule A

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
49	White Fountain Grass	3 gallon F	ea	15	$10.92	$ 163.80
50	Fakahatchee Grass	1 gallon	ea	50	$5.70	$ 285.00
51	Fakahatchee Grass	3 gallon F	ea	890	$10.92	$ 9,718.80
52	White Axtec Grass	1 gallon	ea	5	$4.22	$ 21.10
53	Flax Lily	1 gallon	ea	830	$6.20	$ 5,146.00
54	Flax Lilly	3 gallon 12" F	ea	2214	$12.90	$ 28,560.60
55	Blueberry Flax Lily	1 gallon	ea	165	$6.20	$ 1,023.00
56	Perennial Peanut "eco turf"	1 gallon	ea	140	$6.20	$ 868.00
57	Green Liriope	3 gallon 14" to 16" F	ea	250	$12.90	$ 3,225.00
58	Gold Mound	3 gallon 12" x 14"	ea	270	$10.92	$ 2,948.40
59	Gold Mound (Duranta Eracta)	3 gallon 14"-16"	ea	2062	$10.92	$ 22,517.04
60	Gold Mound	7 gallon	ea	8	$44.59	$ 356.72
61	Creeping Fig	3 gallon	ea	50	$5.70	$ 285.00
62	Robelenii triple	15 gallon 4'	ea	1	$106.98	$ 106.98
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	4	$255.44	$ 1,021.76
64	Orange Geigers	45 gallon 10' 2" C	ea	7	$727.83	$ 5,094.81
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50	$727.83	$ 36,391.50
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25	$727.83	$ 18,195.75
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	2	$262.85	$ 525.70
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1	$560.18	$ 560.18
69	Wax Myrtle	36"+	ea	15	$38.63	$ 579.45
70	Buttonwood	20"-24"	ea	170	$10.92	$ 1,856.40
71	Green Buttonwood	3 gallon 20"-24"	ea	100	$10.92	$ 1,092.00
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100	$277.44	$ 27,744.00
73	Silver Buttonwood	3 gallon 20"-24"	ea	371	$10.92	$ 4,051.32
74	Bald Cypress	7 gallon	ea	100	$74.28	$ 7,428.00
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12	$300.44	$ 3,605.28
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20	$441.00	$ 8,820.00
77	Seagrape	3 gallon 24" x 24" full	ea	200	$11.91	$ 2,382.00
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17	$74.28	$ 1,262.76
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17	$196.25	$ 3,336.25
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36	$280.44	$ 10,095.84
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6	$280.44	$ 1,682.64
82	Live Oak	45 gallons 12'-14'x3" C	ea	26	$738.34	$ 19,196.84
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4	$1,221.27	$ 4,885.08
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50	$280.44	$ 14,022.00
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25	$557.88	$ 13,947.00
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	1	$787.09	$ 787.09
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50	$272.87	$ 13,643.50
88	Weeping Willow	30 gallon 10'-12'	ea	25	$381.93	$ 9,548.25
89	Royal Palm	8' GW	ea	2	$1,252.70	$ 2,505.40
90	Royal Palms	15-17 GW	ea	2	$2,366.94	$ 4,733.88
91	Sabal Palm curved	14' to 17' slick	ea	25	$435.54	$ 10,888.50
92	Sabal Palm	12' CT BTD	ea	3	$198.57	$ 595.71
93	Sabal Palm	12'-14' OA	ea	9	$198.57	$ 1,787.13
94	Sabal Palms Slick	12-14 ft OA	ea	6	$198.57	$ 1,191.42
95	ARECA Palm	25 gallon 8' to 10' F	ea	9	$280.44	$ 2,523.96
96	Christmas Palm	FG 12' to 14' OA	ea	2	$363.75	$ 727.50
97	Triple Christmas Palm	FG 12' to 14' OA	ea	5	$584.88	$ 2,924.40

Procurement Management Department
Bid Tabulation Report # 20160164
E-Bid: Misecellaneous Landscaping Services
Opening: December 20, 2016 @ 2:00 pm
Schedule A

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	25	$653.95	$ 16,348.75
99	Slender Spike Rush	BR	ea	10000	$2.23	$ 22,300.00
100	Gaint Spike Rush	BR	ea	5000	$2.23	$ 11,150.00
101	Duck Potato	BR	ea	5000	$2.28	$ 11,400.00
102	Bull Rush	BR	ea	1250	$2.58	$ 3,225.00
103	Fire Flag	BR	ea	2500	$2.58	$ 6,450.00
104	Arrowhead	BR	ea	11250	$2.41	$ 27,112.50
105	Pickerelweed	BR	ea	13750	$2.28	$ 31,350.00
106	Brown Mulch distrubed around plants	minimum 2 cubic feet per bag	bag	5000	$2.74	$ 13,700.00
107	Red Mulch distrubed around plants	minimum 2 cubic feet per bag	bag	5000	$2.74	$ 13,700.00
108	Giant Bulrush (Schoeneplectus Californicus)		br	5000	$2.58	$ 12,900.00
109	Sycamore	30 gallon 12' to 14'	ea	50	$669.93	$ 33,496.50

Accepts Visa:	yes
Visa Percentage discount:	0%
Visa Discount amount:	$0.00
Submitted: E-Bid Reply Sheet	yes
Submitted: Bid Bond	yes
Submittted: Insurance	yes
Submitted: License	yes
Submitted: Drug Free Workplace form	yes
Submitted: Vendor Code of Ethics	yes
Submitted: Contractor Verification Form	yes
Submitted: Non-Collusion Affidavit of Prime Bidder	yes
Submitted W-9	yes
Submitted E-Bid Excel Spreadsheet	yes

Number of E-Bids received:	1
Number of Planholders:	19
Number of Potential Bidders:	446
Number of Supplemental Suppliers:	2
Number of Non-Responsive Bids:	1

Sherri Hawes

From: Nikki St. Mary <nikki.stmary@assurancepower.com>
Sent: Wednesday, January 04, 2017 5:05 PM
To: Sherri Hawes
Cc: OMB Secretary
Subject: FW: Port St Lucie

Can you please give me and update on the following invoices? We still have a pending invoice in the system from October?

Total	Balance	Type	Number	Date ↑	Customer:Job	Working Address	H
$90.00	$90.00	Invoice	60048	10/10/2016	City of Port St Lucie:City Hall Complex Building B	121 SW Port St. Lucie Blv	PM
$23,277.00	$23,277.00	Invoice	63049	12/28/2016	City of Port St Lucie:JEA Water Plant	7899 LTC Parkway	Le
$142.50	$142.50	Invoice	63121	1/3/2017	City of Port St Lucie:Westport Wastewater Treatme	3721 SW Darwin Blvd	UN
$273.75	$273.75	Invoice	63122	1/3/2017	City of Port St Lucie:Westport Wastewater Treatme	3721 SW Darwin Blvd	UN
$651.77	$651.77	Invoice	63124	1/3/2017	City of Port St Lucie:Westport Wastewater Treatme	3721 SW Darwin Blvd	UN
$651.77	$651.77	Invoice	63123	1/3/2017	City of Port St Lucie:Westport Wastewater Treatme	3721 SW Darwin Blvd	UN
$99.00	$99.00	Invoice	63204	1/4/2017	City of Port St Lucie:JEA Water Plant	7899 LTC Parkway	E (

CHECKLIST
Bid #20160164

Miscellaneous Landscaping Services

Name of Bidder: Natures Keeper

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

- X Bid Reply Sheet #20160164 with proper signatures uploaded to DemandStar.
- X Excel Reply Spreadsheet # 20160164 uploaded to DemandStar.
- X 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- X Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- X Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- X Required forms: Vendor Code of Ethics, Contractor Verifications Form, Non-collusion Affidavit of Prime Contractor
  All forms are to be uploaded to DemandStar.
- X Drug Free Workplace Form uploaded to DemandStar.
- X Required W-9 as per Section 1.13 uploaded to DemandStar.
- X Copy of the Checklist uploaded to DemandStar.
- X Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160164.
- X All pricing has been mathematically reviewed and all corrections have been initialed.
- X All price extensions and totals have been thoroughly checked.
- X Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms. Prior to the start of the meeting.

E-Bid Reply Sheet/Questionnaire #20160164
Miscellaneous Landscaping Services

1. **COMPANY NAME**: Natures Keeper Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 3795 Sneed Road

MAILING ADDRESS: 3795 Sneed Road

CITY, STATE, ZIP CODE: Fort Pierce, FL 34945

TELEPHONE NUMBER: ( ) 772-467-1230 FAX NO. ( ) 772-467-8923

CONTACT PERSON: Stewart Feketa E-MAIL: Stewert Feketa @Natures-Keeper.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Yes ~ Florida

Roberta West
President
Krysten Bieger and Stewart Feketa
Vice President
Krysten Bieger
Treasurer

How long in present business: 30 Year How long at present location: 17 years

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

Does your firm have a drug free workplace program? Yes (X) or No ( )

How many employees reside in the Treasure Coast Area? 32- ALL

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

Addendum Number	Date Issued
#1- 11/17/16 // #2-11/22/16	
#3-11/28/16 // #4-11/30/16	

#5-12/06/16// #6-12/20/16

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder {will}/ will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: 0.00 %
(this amount maybe zero)

Please Note: The City has implemented a ***Purchasing Card Program.*** *The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Visa percentage discount amount: $ 0.00

5.4 Bid Reply Total from Schedule "A" line 108 $ 688,766.96

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line #	Description	Specifications	Unit	Estimated Quantity
1	Annauls	1 gal 6"	ea	100
2	Impatients	1 gallon	ea.	120
3	Bird of Paradis	25 gallon	ea.	2
4	Senna	25 gallon STD	ea.	5
5	Penta's multi colors	1 gallon	ea.	267
6	Asiatic Jasmin	1 gallon	ea.	140
7	Star Jasmine	3 gallon 20"x20"	ea.	92
8	African Iris	3 gallon 24"	ea.	160
9	African Iris - white	3 gallon 24"	ea.	200
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16
11	Thryallis	3 gallon 18" x 16"	ea.	744
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3
13	Dwarf Firebush	20"	ea.	800
14	Hibiscus	3 gallon 20" F	ea.	250
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50
16	Ruellia	3 gallon 18" F	ea.	683

17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	120
24	Podocarpus	3 gallon 12"x12"	ea.	1290
25	Cocoplum	3 gallon 24" F	ea.	54
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100
28	Japanese Boxwood	3 gallon 16" F	ea.	150
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500
32	Croton	3 gallon	ea.	100
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750
35	Razzle Berry	3 gallon 12" x 12" F	ea	367
36	Ilex Schilling	3 gallon 12" x 14 ' F	ea	50
37	Crown of Thorns	3 gallon	ea	385
38	Crown of Thorns Bullnose	3 gallon	ea	20
39	Crown of Thorns 'rosy'	3 gallon	ea	215
40	Euphorbia Milli "Rosy"	3 gallon	ea	320
41	Silverthorn	3 gallon 24"x24"	ea	400
42	Simpson Stopper	30 gallon STD	ea	6
43	Macho Fern	3 gallon 16" x 18" F	ea	275
44	Pinky Muhly Grass	1 gallon 12" F	ea	994
45	Pinky Muhly Grass	3 gallon 20" F	ea	300
46	Pinky Muhly Grass	3 gallon 24" F	ea	1370
47	Red Fountain Grass	1 gallon	ea	225
48	White Fountain Grass	1 gallon	ea	225
49	White Fountain Grass	3 gallon F	ea	15
50	Fakahatchee Grass	1 gallon	ea	50
51	Fakahatchee Grass	3 gallon F	ea	890
52	White Axtec Grass	1 gallon	ea	5
53	Flax Lily	1 gallon	ea	830
54	Flax Lilly	3 gallon 12" F	ea	2214
55	Blueberry Flax Lily	1 gallon	ea	165
56	Perennial Peanut "eco turf"	1 gallon	ea	140
57	Green Liriope	3 gallon 14" to 16" F	ea	250
58	Gold Mound	3 gallon 12" x 14"	ea	270

59	Gold Mound (Duranta Eracta)	3 gallon 14"-16"	ea	2062
60	Gold Mound	7 gallon	ea	8
61	Creeping Fig	3 gallon	ea	50
62	Robelenii triple	15 gallon 4'	ea	1
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	4
64	Orange Geigers	45 gallon 10' 2" C	ea	7
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	2
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1
69	Wax Myrtle	36"+	ea	15
70	Buttonwood	20"-24"	ea	170
71	Green Buttonwood	3 gallon 20"-24"	ea	100
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100
73	Silver Buttonwood	3 gallon 20"-24"	ea	371
74	Bald Cypress	7 gallon	ea	100
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20
77	Seagrape	3 gallon 24" x 24" full	ea	200
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6
82	Live Oak	45 gallons 12'-14'x3" C	ea	26
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	1
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50
88	Weeping Willow	30 gallon 10'-12'	ea	25
89	Royal Palm	8' GW	ea	2
90	Royal Palms	15-17 GW	ea	2
91	Sabal Palm curved	14' to 17' slick	ea	25
92	Sabal Palm	12' CT BTD	ea	3
93	Sabal Palm	12'-14' OA	ea	9
94	Sabal Palms Slick	12-14 ft OA	ea	6
95	ARECA Palm	25 gallon 8' to 10' F	ea	9
96	Christmas Palm	FG 12' to 14' OA	ea	2
97	Triple Christmas Palm	FG 12' to 14' OA	ea	5
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	25

99	Slender Spike Rush	BR	ea	10000
100	Gaint Spike Rush	BR	ea	5000
101	Duck Potato	BR	ea	5000
102	Bull Rush	BR	ea	1250
103	Fire Flag	BR	ea	2500
104	Arrowhead	BR	ea	11250
105	Pickerelweed	BR	ea	13750
106	Brown Mulch		cy	16
107	Red Mulch		cy	999
108		TOTAL		

Notes:
All plantings are to be GPS located and loaded onto City Website.

Price includes:
Install 2 Agriform tablets per plant , 3 per tree
Installtion of plant material
Mulch
Initial watering
One year warranty
MOT

(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160164 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for his computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered on the Demandstar web page.

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

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

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days

after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

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

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary. Include all licenses that allows them to perform the work.

Acme Barricades LLC ~ 3400 Burris Road~Davie , FL 33314-O#954-321-8205 : MOT

Masuen Consulting~642 Yates Rd, Newport, WA 99156-O#866-928-1533 - GPS

10. Each Bidder must submit a complete inventory list or provide documentation of Agreements with various nurseries to supply plant and tree materials. All plant materials must be Florida Fancy, Florida Grade #1 or Florida Grade #2 certified in accordance with the Florida Grades and Standards for Nursery Plants.

Tadalas Nursery~SW Ranches, FL -954-680-7655 // Florida Mulch -Palm Bay, FL -407-891-8400

Danly Nursery LLC- Fort Pierce, FL -772-323-4045 // JWD Trees- Fort Myers, FL - 239-543-4751

Becker Tree Farm ~Hobe Sound, FL 561-531-8019 // Cherry Lakes- Fort Pierce, FL 352-429-2171

(Insert additional lines if necessary.)

11. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NONE

(Insert additional lines if necessary.)

12. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (X)

If yes, please explain:

13. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:
NONE

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:
None

(N/A is not an acceptable answer - insert lines if needed)

16. List three (3) Miscellaneous Commercial Landscaping Service projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: Veterans Memorial Park

Description: Landscape, Irrigation, Mulched Veterans Memorial Park

Location: 600 N Indian River Dr, Fort Pierce, FL 34950

Completion Date: 12/10/16

Commercial or Residential? Commercial

Prime Contractor or Subcontractor: Sub Contractor

Client Name, Phone Number, Contact Name & Email: Brothers Construction, Ben Baummier, 772-692-9477, Ben@Brothersconstructionfl.com

Value of Total Contract: $171,457.14

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 2

Project Name: City of West Melbourne 195/ 192 Bold Landscape Project

Description: Landscape, Irrigation, Landscape Lighting, Floating Fountain for the on off ramps and Pond/

Location: West Melbourne On off Ramps I95 and Pond Area.

Completion Date: May 2016

Commercial or Residential? Commercial

Prime Contractor or Subcontractor: Prime Contractor

Client Name, Phone Number, Contact Name & Email: City of West Melbourne, Keith Mills 321-837-7777, Kmills@westmelbourne.org

Value of Total Contract: $842,133.75

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 0

Value of Change Orders: 0

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: City of Fort Pierce~Housing Authority Eldorado Landscape Project.

Description: Landscape Housing Authority Eldorado Community and 31st. 44 Units total.

Location: Fort Pierce , FL

Completion Date: March 2016

Commercial or Residential? Residential

Prime Contractor or Subcontractor: Prime

Client Name, Phone Number, Contact name & Email: City of Fort Pierce, Housing Authority - Ed Kiley 772-429-6450, Ed.kiley@cfpha.org

Value of Total Contract: $93,745.68

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 1

Value of Change Orders: $8,880.00

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

17. CERTIFICATION

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

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

Roberta West — President
Signature — Title

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

(Seal)

***** ***(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*** *****

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160164

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida Corporation, *address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager: City of Port St. Lucie
Public Works Department
Attn: John Dunton
450 SW Thornihill Drive
Port St. Lucie, FL 34984
Telephone: 772-344-4035- Fax: 772-871-7397
Email: jdunton@cityofpsl.com

City Contract Administrator: City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

ADDENDUM # 6
Procurement Management Department
E-Bid Excel Reply Spreadsheet # 20160164
E-Bid: Miscellaneous Landscaping Services
Opening: December 20, 2016 @ 2:00 pm
Revised Schedule A

Company Name: Natures Keeper

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
1	Annauls	1 gal 6"	ea	100	$ 5.70	$570.00
2	Impatients	1 gallon	ea.	120	$ 6.20	$744.00
3	Bird of Paradis	25 gallon	ea.	2	$ 255.44	$510.88
4	Senna	25 gallon STD	ea.	5	$ 304.93	$1,524.65
5	Penta's multi colors	1 gallon	ea.	267	$ 5.70	$1,521.90
6	Asiatic Jasmin	1 gallon	ea.	140	$ 5.70	$798.00
7	Star Jasmine	3 gallon 20"x20"	ea.	92	$ 10.92	$1,004.64
8	African Iris	3 gallon 24"	ea.	160	$ 12.90	$2,064.00
9	African Iris - white	3 gallon 24"	ea.	200	$ 12.90	$2,580.00
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16	$ 5.70	$91.20
11	Thryallis	3 gallon 18" x 16"	ea.	744	$ 10.92	$8,124.48
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3	$ 10.92	$32.76
13	Dwarf Firebush	20"	ea.	800	$ 10.92	$8,736.00
14	Hibiscus	3 gallon 20" F	ea.	250	$ 11.91	$2,977.50
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50	$ 275.44	$13,772.00
16	Ruellia	3 gallon 18" F	ea.	683	$ 10.92	$7,458.36
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60	$ 15.87	$952.20
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20	$ 15.87	$317.40
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55	$ 15.87	$872.85
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112	$ 15.87	$1,777.44
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150	$ 54.59	$8,188.50
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500	$ 12.90	$6,450.00
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	120	$ 52.99	$6,358.80
24	Podocarpus	3 gallon 12"x12"	ea.	1290	$ 10.92	$14,086.80
25	Cocoplum	3 gallon 24" F	ea.	54	$ 10.92	$589.68
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250	$ 10.92	$2,730.00
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100	$ 39.13	$3,913.00
28	Japanese Boxwood	3 gallon 16" F	ea.	150	$ 15.87	$2,380.50
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20	$ 275.44	$5,508.80
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100	$ 44.59	$4,459.00
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500	$ 11.91	$5,955.00
32	Croton	3 gallon	ea.	100	$ 11.91	$1,191.00
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335	$ 10.92	$3,658.20
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750	$ 11.91	$8,932.50
35	Razzle Berry	3 gallon 12" x 12" F	ea	367	$ 15.87	$5,824.29
36	Ilex Schilling	3 gallon 12" x 14 ' F	ea	50	$ 12.90	$645.00
37	Crown of Thorns	3 gallon	ea	385	$ 11.91	$4,585.35
38	Crown of Thorns Bullnose	3 gallon	ea	20	$ 11.91	$238.20
39	Crown of Thorns 'rosy'	3 gallon	ea	215	$ 11.91	$2,560.65
40	Euphorbia Milli "Rosy"	3 gallon	ea	320	$ 11.91	$3,811.20
41	Silverthorn	3 gallon 24"x24"	ea	400	$ 10.92	$4,368.00
42	Simpson Stopper	30 gallon STD	ea	6	$ 277.44	$1,664.64
43	Macho Fern	3 gallon 16" x 18" F	ea	275	$ 11.91	$3,275.25
44	Pinky Muhly Grass	1 gallon 12" F	ea	994	$ 5.70	$5,665.80
45	Pinky Muhly Grass	3 gallon 20" F	ea	300	$ 10.92	$3,276.00
46	Pinky Muhly Grass	3 gallon 24" F	ea	1370	$ 10.92	$14,960.40
47	Red Fountain Grass	1 gallon	ea	225	$ 5.70	$1,282.50

ADDENDUM # 6
Procurement Management Department
E-Bid Excel Reply Spreadsheet # 20160164
E-Bid: Miscellaneous Landscaping Services
Opening: December 20, 2016 @ 2:00 pm
Revised Schedule A

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
48	White Fountain Grass	1 gallon	ea	225	$ 5.70	$1,282.50
49	White Fountain Grass	3 gallon F	ea	15	$ 10.92	$163.80
50	Fakahatchee Grass	1 gallon	ea	50	$ 5.70	$285.00
51	Fakahatchee Grass	3 gallon F	ea	890	$ 10.92	$9,718.80
52	White Axtec Grass	1 gallon	ea	5	$ 4.22	$21.10
53	Flax Lily	1 gallon	ea	830	$ 6.20	$5,146.00
54	Flax Lilly	3 gallon 12" F	ea	2214	$ 12.90	$28,560.60
55	Blueberry Flax Lily	1 gallon	ea	165	$ 6.20	$1,023.00
56	Perennial Peanut "eco turf"	1 gallon	ea	140	$ 6.20	$868.00
57	Green Liriope	3 gallon 14" to 16" F	ea	250	$ 12.90	$3,225.00
58	Gold Mound	3 gallon 12" x 14"	ea	270	$ 10.92	$2,948.40
59	Gold Mound (Duranta Eracta)	3 gallon 14"-16"	ea	2062	$ 10.92	$22,517.04
60	Gold Mound	7 gallon	ea	8	$ 44.59	$356.72
61	Creeping Fig	3 gallon	ea	50	$ 5.70	$285.00
62	Robelenii triple	15 gallon 4'	ea	1	$ 106.98	$106.98
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	4	$ 255.44	$1,021.76
64	Orange Geigers	45 gallon 10' 2" C	ea	7	$ 727.83	$5,094.81
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50	$ 727.83	$36,391.50
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25	$ 727.83	$18,195.75
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	2	$ 262.85	$525.70
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1	$ 560.18	$560.18
69	Wax Myrtle	36"+	ea	15	$ 38.63	$579.45
70	Buttonwood	20"-24"	ea	170	$ 10.92	$1,856.40
71	Green Buttonwood	3 gallon 20"-24"	ea	100	$ 10.92	$1,092.00
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100	$ 277.44	$27,744.00
73	Silver Buttonwood	3 gallon 20"-24"	ea	371	$ 10.92	$4,051.32
74	Bald Cypress	7 gallon	ea	100	$ 74.28	$7,428.00
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12	$ 300.44	$3,605.28
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20	$ 441.00	$8,820.00
77	Seagrape	3 gallon 24" x 24" full	ea	200	$ 11.91	$2,382.00
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17	$ 74.28	$1,262.76
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17	$ 196.25	$3,336.25
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36	$ 280.44	$10,095.84
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6	$ 280.44	$1,682.64
82	Live Oak	45 gallons 12'-14'x3" C	ea	26	$ 738.34	$19,196.84
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4	$ 1,221.27	$4,885.08
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50	$ 280.44	$14,022.00
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25	$ 557.88	$13,947.00
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	1	$ 787.09	$787.09
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50	$ 272.87	$13,643.65
88	Weeping Willow	30 gallon 10'-12'	ea	25	$ 381.93	$9,548.25
89	Royal Palm	8' GW	ea	2	$ 1,252.70	$2,505.40
90	Royal Palms	15-17 GW	ea	2	$ 2,366.94	$4,733.88
91	Sabal Palm curved	14' to 17' slick	ea	25	$ 435.54	$10,888.50
92	Sabal Palm	12' CT BTD	ea	3	$ 198.57	$595.71
93	Sabal Palm	12'-14' OA	ea	9	$ 198.57	$1,787.13
94	Sabal Palms Slick	12-14 ft OA	ea	6	$ 198.57	$1,191.42
95	ARECA Palm	25 gallon 8' to 10' F	ea	9	$ 280.44	$2,523.96
96	Christmas Palm	FG 12' to 14' OA	ea	2	$ 363.75	$727.50

ADDENDUM # 6
Procurement Management Department
E-Bid Excel Reply Spreadsheet # 20160164
E-Bid: Miscellaneous Landscaping Services
Opening: December 20, 2016 @ 2:00 pm
Revised Schedule A

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
97	Triple Christmas Palm	FG 12' to 14' OA	ea	5	$ 584.88	$2,924.40
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	25	$ 653.95	$16,348.75
99	Slender Spike Rush	BR	ea	10000	$ 2.23	$22,300.00
100	Gaint Spike Rush	BR	ea	5000	$ 2.23	$11,150.00
101	Duck Potato	BR	ea	5000	$ 2.28	$11,400.00
102	Bull Rush	BR	ea	1250	$ 2.58	$3,225.00
103	Fire Flag	BR	ea	2500	$ 2.58	$6,450.00
104	Arrowhead	BR	ea	11250	$ 2.41	$27,112.50
105	Pickerelweed	BR	ea	13750	$ 2.28	$31,350.00
106	Brown Mulch distrubed around plants	minimum 2 cubic feet per bag	bag	5,000	$ 2.74	$13,700.00
107	Red Mulch distrubed around plants	minimum 2 cubic feet per bag	bag	5,000	$ 2.74	$13,700.00
108	Giant Bulrush (Schoeneplectus Californicus)		BR	5000	$ 2.58	$12,900.00
109	Sycamore	30 gallon 12' to 14'	ea	50	$ 669.93	$33,496.50
110					TOTAL	$668,766.96

** Unit prices can only go two (2) demicals. (Example $5.255 is unacceptable, $5.25 is acceptable)

Notes:
All plantings are to be GPS located and loaded onto City Website.

Price includes:
Install 2 Agriform tablets per plant , 3 per tree
Installtion of plant material
Initial watering
One year warranty
MOT

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Nature's Keeper, Inc.
(Here insert full name and address or legal title of Contractor)

3795 Sneed Road, Fort Pierce, FL 34945

as Principal, hereinafter called the Principal, and United Fire & Casualty Company
(Here insert full name and address or legal title of Surety)

PO Box 73909, Cedar Rapids, IA 52407-3909

a corporation duly organized under the laws of the State of IOWA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)

121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars ($ ---5%---),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Bid #20160164, Miscellaneous Landscaping Services, Port St. Lucie, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of December 2016

Nature's Keeper, Inc.

(Witness) (Principal) (Seal)

(Title) PRES

United Fire & Casualty Company

(Witness) (Surety) (Seal)

(Title)

Gloria A. Richards, Attorney-in-Fact
and Florida Licensed Resident Agent

RECEIVED 48 328

UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint
KIM E NIV OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR GLORIA A RICHARDS, OR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, OR GLENN ARVANITIS, OR SONJA AMANDA FLOREE HARRIS, ALL INDIVIDUALLY of MAITLAND FL

SAMPLE NOT VALID WITHOUT WATERMARK

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $35,000,000.00
and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA
UNITED FIRE & INDEMNITY COMPANY CORPORATE SEAL WEBSTER TEXAS
FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J Richmann
Vice President

State of Iowa, County of Linn, ss:
On 11th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

NOTARIAL SEAL IOWA
Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2018

Judith A Davis
Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 20th day of December, 2016.

UNITED FIRE & CASUALTY COMPANY CORPORATE SEAL CEDAR RAPIDS IOWA
UNITED FIRE & INDEMNITY COMPANY CORPORATE SEAL WEBSTER TEXAS
FINANCIAL PACIFIC INSURANCE COMPANY INCORPORATED JULY 22, 1986 CALIFORNIA

By: David A. Lange
Secretary, UF&C
Assistant Secretary, UF&I/FPIC

BPOA0049 0115

NATUR-3 OP ID: LO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2016

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

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

PRODUCER
HARBOR INSURANCE
6645 S US Highway 1
Port St Lucie, FL 34952-1426
Harbor Insurance

CONTACT NAME: Carolyn Lombardi EXT#6408
PHONE (A/C, No. Ext): 772-461-6040 FAX (A/C, No): 772-460-2315
E-MAIL ADDRESS: Carolyn.Lombardi@harboria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners Ins Co.	10190
INSURER B : Owners Insurance Company	32700
INSURER C : Bridgefield Employers Ins. Co.	10701
INSURER D : Commerce & Industry Ins Co	
INSURER E :	
INSURER F :	

INSURED
Nature's Keeper, Inc.
3795 Sneed Road
Fort Pierce, FL 34945-4716

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	72465779	04/26/2016	04/26/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
A	X XCU Liability						MED EXP (Any one person)	$ 10,000
A	X Contractual Laib			(D) FPL004743660 POLL LIA	07/19/2016	07/19/2017	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Poll Liab	$ 1ML/500,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO	X	X	4946577900	04/26/2016	04/26/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	X UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 5,000,000
A	EXCESS LIAB / CLAIMS-MADE			4946577901	04/26/2016	04/26/2017	AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A	X	83052577	04/26/2016	04/26/2017	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Package Policy			72465779	04/26/2016	04/26/2017	Equip Rtd	500,000
A	Contrs Equip Covg			EQUIP SCHD $1,476,450	04/26/2016	04/26/2017	Ded	1,000

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

E-Bid #20160164 Miscelloaneous Landscaping Service
City of Port St Lucie, a municipality of the State of Florida, its officers, employees & agents are included as Additional Insured with respect to General Liability for work being performed for them by the insured

CERTIFICATE HOLDER

CITYPSL

City of Port St Lucie
Public Works Department
E-Bid #20160176
121 SW Port Saint Lucie Blvd
Port St Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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per Blanket Additional Insured form 55373 01/07 including, products and completed operations but only if required by written contract or agreement. Also per form 55181 12/04 Designated Person or Organizaion Additional Insured. The Business Auto Policy porvides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", per form 79001 (03/99) Section II.1.a.4. & form 89304 Automatic Designated insured Blanket Additonal Insured & 89303 Waiver of Subrogation on Auto. Certificate Holder is also included as Additional Insured on the Business Auto policy per above, but only if required by written contract or agreement. Per Project Aggregate Applies regarding the General Liability coverage per General Liability form. Waiver of Transfer of Rights to Recovery Against Others is Included in the General Liability form and the Commercial Automobile Policy. The General Liability coverage is primary and non-contributory per form, if required by written contract or written agreement. The General Liability policy does also provide Blanket Additional Insured Contractors Products-Completed Operations per form but only if required by written contract.

Waiver of Subrogation is included on the Workers Compensation Policy in Favor of The City of Port St Lucie. Executive Officers/Owners are Excluded from Workers Compensation Policy.
*30 Days notice of cancellation, Except 10 days for non-payment.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: February 8, 2016

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: April 26, 2016

Policy Number: 830-52577

Countersigned by:

Insured: Nature's Keeper, Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended as follows:

1. The following provision is added to **4. Other Insurance**:

   This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

   Other Additional Insured Coverage Issued By Us

   If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS-COMPLETED OPERATIONS HAZARD AMENDATORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **SECTION V- DEFINITIONS, 17.**
"Products-completed operations hazard" is deleted and replaced by the following.

17. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. EXTENDED WATERCRAFT LIABILITY

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g.**, exclusion **(2)** is deleted and is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

a. You do not own;
b. Which is not registered in your name; or
c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) That are, or are contained in any property that is:

1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";

2) Otherwise in the course of transit by you or on your behalf; or

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3) Being disposed of, stored, treated or processed into or upon the "auto";

(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or

(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.

c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

c. (1) (b) and **c. (1) (c)** above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(2) That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to any insured; or

(2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

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(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract".

(2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

a. You.

b. Your partners if you are designated in the Declarations as a partnership or a joint venture.

c. Your members if you are designated in the Declarations as a limited liability company.

d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.

e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(1) Such person; or

(2) Any partner or "executive officer" of yours or a member of his or her household; or

(3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

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(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

Paragraph **4.**, the amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE**:

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is not attached to this policy, then under **SECTION V - DEFINITIONS, 15.** "Personal injury" is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy; or

f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

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6. BROADENED KNOWLEDGE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

a. To you; or

b. To any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a.** Limits of Insurance.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

(1) "Property damage" to:

(a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

(b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

(a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

(b) Cracking, settling, expansion or shrinking;

(c) Smoke or smog;

(d) Birds, insects, rodents or other animals;

(e) Wear and tear;

(f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

(g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

1) You make a reasonable effort to maintain heat in the building or structure; or

2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Water that backs up from a drain or sewer;

(b) Mud flow or mudslide;

(c) Volcanic eruption, explosion or effusion;

(d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

(e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

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(f) Water under the ground surface pressing on, or seeping or flowing through:

1) Walls, foundations, floors or paved surfaces;
2) Basements, whether paved or not; or
3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. **Limits of Insurance**

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE,** paragraph **6.** is deleted and replaced by the following:

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph **b.**, the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

(1) "Bodily injury";
(2) "Property damage";
(3) "Personal injury"; or
(4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

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b. This provision is subject to the following additional exclusions, applicable to this provision only:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following is added to **SECTION III - LIMITS OF INSURANCE:**

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph **4.** is deleted and replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing opera tions or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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WAIVER OF OUR RIGHT TO RECOVER PAYMENTS - AUTOMATIC STATUS UNDER AN INSURED CONTRACT

Automobile Policy

It is agreed:

With regard to any person or entity, **we** waive **our** right to recover payments made for **bodily injury** or **property damage** covered by the policy and arising out of the operation of **automobiles** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity. However, **our** rights must be waived by the written contract prior to the **occurrence** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

AUTOMATIC DESIGNATED INSURED - BLANKET COVERAGE

Automobile Policy

SECTION II - LIABILITY COVERAGE is provided to any person or organization only to the extent such person or organization is liable for **your** conduct arising from an **automobile** to which **SECTION II - LIABILITY COVERAGE** applies.

The insurance provided by this endorsement does not apply to any extension of **SECTION II - LIABILITY COVERAGE** provided elsewhere in this policy.

All other policy terms and conditions apply.

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

2016 - 2017

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #8 Receipt #7299-00980440

Type of business 7299 MISC/PUBLIC SERVICE (SOD MULCH) Expires SEPTEMBER 30, 2017

DBA name

Business Natures's Keeper Inc

Mailing address: Natures's Keeper Inc
3795 Sneed Rd
Fort Pierce, FL 34945

Business location: 3795 Sneed Rd
Fort Pierce, FL 34945

RECEIVED
AUG 2 9 2016
By

RENEWAL

St Lucie County

Original tax:	$27.55		V10029
Penalty:			
Collection cost:			
Total:	$27.55	Paid 08/22/2016 27.55	0144-20160822-007115

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Natures's Keeper Inc
3795 Sneed Rd
Fort Pierce, FL 34945

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160164
Miscellaneous Landscaping Services

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

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

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

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

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

Name of Organization/Proposer Natures Keeper Inc.

Signature Roberta West

Printed Name and Title Roberta West - President

Date 12/13/2016

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

CITY OF PORT ST. LUCIE, FLORIDA
E- BID # 20160164
Miscellaneous Landscaping Services

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: Natures Keeper Inc.

Corporate Title: _____

Address: 3795 Sneed Road

Fort Pierce, FL 34945
(Zip Code)

By: Roberta West (Print name) President (Print title)

Roberta West
(Authorized Signature)

Telephone: ( ) 772-467-1230

Fax: ( ) 772-467-8923

State License # _____ **(ATTACH COPY)**

County License # 7299-00980440 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 20160164
Miscellaneous Landscaping Services

State of Florida }

County of St. Lucie }

Roberta West, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of Natures Keeper Inc. the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Roberta West

(Title) President

STATE OF FLORIDA }
COUNTY OF St. Lucie} SS:

The foregoing instrument was acknowledged before me this 12/13/16
(Date)

by: Roberta West who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

TERESA J. MUNSON
MY COMMISSION # FF 100404
EXPIRES: May 18, 2018
Bonded Thru Notary Public Underwriters

Teresa J Munson Teresa J Munson
Notary (print & sign name)

Commission No. FF100404

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Natures Keeper Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Roberta West
Bidder's Signature

12/13/2016
Date

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Nature's Keeper Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
3795 Sneed Road

Requester's name and address (optional)

City, state, and ZIP code
Fort Pierce, FL 34945

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 5 - 0 3 1 3 3 9 0

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 11-2-16

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

20160164

SOLICITATION REQUEST

Department: PW Department Technical Specialist: JD Extension: 4035

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) Landscaping at various locations thru out the City on an as needed basis

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

Date plans received approval by City Building Department_____
Estimated time frame for completion of project after award 2 yr w/ a 2 yr Renewal
Replacement: [ ] Yes [ ] No Total Project Budgeted Amount: _____
If professional services what is the estimated construction cost_____ Any grant funds being used for consultants_____ construction_____ Type/Name of Grant_____
Do you want to use the Continuing Service Contracts_____
Liquidated damages amount (for construction only); _____
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project

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

Bidder Name	Address	E Mail	Contact Person
Natures Keeper		Stewartc natures-Keeper.com	Stewart or Krysten
Arayoza Brothers		arazozac arazozabrothers.com	alberto

Krysten@natures-Keeper.com

Reason for purchase or service:

If digging or trenching is required what is the depth? _____
If work is in water, what is the depth?_____ Is the water navigable?_____
If this is a building, how many stories?_____

Department Head Approval 7/7/16 Date

7/8/2016

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160164
(E-Bid)

Miscellaneous Landscaping Services

Prepared By: Sherri Hawes
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes@cityofpsl.com

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INVITATION TO E-BID

Sealed Bid #20160164 for Miscellaneous Landscaping Services will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **2:00 p.m. on Tuesday, December 20, 2016.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid security, in the amount of five (5%) percent of the bid total, made payable to the City of Port St. Lucie. The Bid Security must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. The original Bid Security shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Security issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". Then the original Bid Security should be received within five (5) business days after the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract.

The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to DemandStar on or before the closing date and time. The City shall not be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right, to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bid, abandon the project in its entirety, or take other such action as serves the best interest of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after December 9, 2016 may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made. Questions will be answered in the form of an addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-44
- E-Bid Reply Sheet/Questionnaire #20160164, pages 11-18
- Excel E-Bid Reply Spreadsheet #20160164, pages 1-3 (not included in E-Bid Specifications)
- Drug-Free Workplace Form
- Vendor Code of Ethics
- Contractor Verification Form
- Non-collusion Affidavit of Prime Bidder

Sherri Hawes
Buyer

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SPECIFICATIONS

SEALED E-BID # 20160164
Miscellaneous Landscaping Services

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Miscellaneous Landscaping Service throughout the City of Port St. Lucie on an as needed basis as the budget allows.

It is the intent of the City to enter into a fixed unit price contract with one (1) qualified landscaping firm regularly engaged in commercial landscaping services for a minimum of five (5) years and that they are qualified and experienced in commercial landscaping services in the State of Florida. The landscaping firm shall be able to respond within seven (7) business days after receipt of notice. The landscaping firm shall provide all materials, supplies, labor, and equipment necessary for Miscellaneous Landscaping Services. The Contract period shall be for two (2) years with a renewal option for an additional two (2) year period upon satisfactory performance. Projects will be issued as needed and as budget allows.

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work shall include verification that they are certified in Maintenance of Traffic (MOT). It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Bid - The City will not be responsible for any cost incurred by any selected Bidder in the preparation of his/her bid.

1.3 Examination of Drawings and Contract Documents – The selected Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the selected Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the selected Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated

therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s)

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Excel Spread sheet #20160164. Bidders shall guarantee that said price(s) shall be firm, and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160164. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. Three (3) references shall be listed from existing firms in Florida to which it has provided these types of services in the past or with which it is under contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the E-Bid Reply/ Questionnaire. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction

- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the fix unit price total from line 108 on the E-Bid Reply Excel Spreadsheet that represents the best value for the City of Port St. Lucie.

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Bidder received notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the website.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening, unless offer is being requested form a single bidder.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or

contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160164 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

A. Request Bid Specifications, #20160164 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet/Questionnaire #20160164 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet/Questionnaire #20160164.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter fixed unit price total on E-Bid Reply Sheet/Questionnaire #20160164. Totals shall agree with the E-Bid Reply Excel Spreadsheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet/Questionnaire #20160164 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet/Questionnaire #20160164 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet/Questionnaire #20160164, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), License, Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet/Questionnaire #20160164. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. ****

1.8.1 Shipping Terms – Bidders shall quote F.O.B. Destination

1.9 Execution of Contract – The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract - Failure on the part of the selected Bidder to execute the Contract as required may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: N/A

1.13 W-9 Taxpayer Identification Form - The selected Bidder shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

1.15 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specifications

2. SPECIFIC REQUIREMENTS

2.1 Samples – N/A.

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

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

3.3 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear, and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms. Prior to the start of the meeting.

E-Bid Reply Sheet/Questionnaire #20160164
Miscellaneous Landscaping Services

1. COMPANY NAME: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

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

Does your firm have a drug free workplace program? Yes ( ) or No ( )

How many employees reside in the Treasure Coast Area? _____

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

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: _____ %
(this amount maybe zero)

Please Note: The City has implemented a ***Purchasing Card Program.*** *The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Visa percentage discount amount: $_____

5.4 Bid Reply Total from Schedule "A" line 108 $_____

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line #	Description	Specifications	Unit	Estimated Quantity
1	Annauls	1 gal 6"	ea	100
2	Impatients	1 gallon	ea.	120
3	Bird of Paradis	25 gallon	ea.	2
4	Senna	25 gallon STD	ea.	5
5	Penta's multi colors	1 gallon	ea.	267
6	Asiatic Jasmin	1 gallon	ea.	140
7	Star Jasmine	3 gallon 20"x20"	ea.	92
8	African Iris	3 gallon 24"	ea.	160
9	African Iris - white	3 gallon 24"	ea.	200
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16
11	Thryallis	3 gallon 18" x 16"	ea.	744
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3
13	Dwarf Firebush	20"	ea.	800
14	Hibiscus	3 gallon 20" F	ea.	250
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50
16	Ruellia	3 gallon 18" F	ea.	683
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20

19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	120
24	Podocarpus	3 gallon 12"x12"	ea.	1290
25	Cocoplum	3 gallon 24" F	ea.	54
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100
28	Japanese Boxwood	3 gallon 16" F	ea.	150
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500
32	Croton	3 gallon	ea.	100
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750
35	Razzle Berry	3 gallon 12" x 12" F	ea	367
36	Ilex Schilling	3 gallon 12" x 14 ' F	ea	50
37	Crown of Thorns	3 gallon	ea	385
38	Crown of Thorns Bullnose	3 gallon	ea	20
39	Crown of Thorns 'rosy'	3 gallon	ea	215
40	Euphorbia Milli "Rosy"	3 gallon	ea	320
41	Silverthorn	3 gallon 24"x24"	ea	400
42	Simpson Stopper	30 gallon STD	ea	6
43	Macho Fern	3 gallon 16" x 18" F	ea	275
44	Pinky Muhly Grass	1 gallon 12" F	ea	994
45	Pinky Muhly Grass	3 gallon 20" F	ea	300
46	Pinky Muhly Grass	3 gallon 24" F	ea	1370
47	Red Fountain Grass	1 gallon	ea	225
48	White Fountain Grass	1 gallon	ea	225
49	White Fountain Grass	3 gallon F	ea	15
50	Fakahatchee Grass	1 gallon	ea	50
51	Fakahatchee Grass	3 gallon F	ea	890
52	White Axtec Grass	1 gallon	ea	5
53	Flax Lily	1 gallon	ea	830
54	Flax Lilly	3 gallon 12" F	ea	2214
55	Blueberry Flax Lily	1 gallon	ea	165
56	Perennial Peanut "eco turf"	1 gallon	ea	140
57	Green Liriope	3 gallon 14" to 16" F	ea	250
58	Gold Mound	3 gallon 12" x 14"	ea	270
59	Gold Mound (Duranta Eracta)	3 gallon 14"-16"	ea	2062
60	Gold Mound	7 gallon	ea	8

61	Creeping Fig	3 gallon	ea	50
62	Robelenii triple	15 gallon 4'	ea	1
63	Triple Roebellini	25 gallon 5-6 ft OA	ea	4
64	Orange Geigers	45 gallon 10' 2" C	ea	7
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	2
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1
69	Wax Myrtle	36"+	ea	15
70	Buttonwood	20"-24"	ea	170
71	Green Buttonwood	3 gallon 20"-24"	ea	100
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100
73	Silver Buttonwood	3 gallon 20"-24"	ea	371
74	Bald Cypress	7 gallon	ea	100
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20
77	Seagrape	3 gallon 24" x 24" full	ea	200
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6
82	Live Oak	45 gallons 12'-14'x3" C	ea	26
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	1
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50
88	Weeping Willow	30 gallon 10'-12'	ea	25
89	Royal Palm	8' GW	ea	2
90	Royal Palms	15-17 GW	ea	2
91	Sabal Palm curved	14' to 17' slick	ea	25
92	Sabal Palm	12' CT BTD	ea	3
93	Sabal Palm	12'-14' OA	ea	9
94	Sabal Palms Slick	12-14 ft OA	ea	6
95	ARECA Palm	25 gallon 8' to 10' F	ea	9
96	Christmas Palm	FG 12' to 14' OA	ea	2
97	Triple Christmas Palm	FG 12' to 14' OA	ea	5
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	25
99	Slender Spike Rush	BR	ea	10000
100	Gaint Spike Rush	BR	ea	5000
101	Duck Potato	BR	ea	5000

102	Bull Rush	BR	ea	1250
103	Fire Flag	BR	ea	2500
104	Arrowhead	BR	ea	11250
105	Pickerelweed	BR	ea	13750
106	Brown Mulch		cy	16
107	Red Mulch		cy	999
108		TOTAL		

Notes:

All plantings are to be GPS located and loaded onto City Website.

Price includes:

Install 2 Agriform tablets per plant , 3 per tree

Installtion of plant material

Mulch

Initial watering

One year warranty

MOT

(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160164 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Interpretation of the Approximate Quantities – Bidders are cautioned that the anticipated quantities used for his computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.4 above and entered on the Demandstar web page.

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

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

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

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

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary. Include all licenses that allows them to perform the work.

_____

_____

_____

_____

_____

10. Each Bidder must submit a complete inventory list or provide documentation of Agreements with various nurseries to supply plant and tree materials. All plant materials must be Florida Fancy, Florida Grade #1 or Florida Grade #2 certified in accordance with the Florida Grades and Standards for Nursery Plants.

_____

_____

_____

(Insert additional lines if necessary.)

11. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

12. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

13. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

16. List three (3) Miscellaneous Commercial Landscaping Service projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name:

Description:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number, Contact Name & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number, Contact Name & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number, Contact name & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

17. CERTIFICATION

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

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

_____ _____

Signature Title

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

(Seal)

***** ***(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*** *****

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160164

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida Corporation, *address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Public Works Department
Attn: John Dunton
450 SW Thornihill Drive
Port St. Lucie, FL 34984
Telephone: 772-344-4035- Fax: 772-871-7397
Email: jdunton@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
_____
_____
_____
_____
Project Manager: _____
Telephone: _____ Fax: _____
Email: _____

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160164, all agenda, attachments and all associated permits are made part of this Contract for Miscellaneous Landscaping Services, are hereby incorporated by this reference.

Premises – Various Locations throughout the City

Scope of Work - The Contractor shall furnish and install all plants, shrubs and trees as identified for each Location.

- All plants and trees shall be true to species and variety specified and nursery grown with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years.

- All plants shall be Florida Fancy, Florida Grade #1 in accordance with the Florida Grades and Standards for Nursery Plants. All plants and trees shall be sound, healthy, vigorous, well branched and densely foliated when in leaf, and free of disease and insect adult eggs, pupae or larvae. They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.

- Containerized plants and trees shall be well established in the container with a root system sufficiently developed to retain its shape and hold together when removed from the container. Plants and trees shall not be pot bound, nor have kinked, circling or bent roots. All plant material shall be procured from a Department of Agriculture inspected facility. Girdling roots will not be accepted.

- Use of larger plants or trees shall not increase the contract unit price nor allow the Contractor to use smaller than specified material on other plants. If larger plants or trees are approved, the root ball, spread, or container shall be increase in proportion to the size of the plant.

- Plants and trees shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum specified size. Plants and trees that meet measurements but do not possess a normal balance between height and spread shall be rejected.

- All plant material specified shall be planted height.

- The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of City of Port St. Lucie. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures and equipment.

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday.

SECTION III
TIME OF PERFORMANCE

Contract period is for two (2) years and shall begin_____2016 and will terminate on_____2018. The Contractor will be required to commence work under this contract ten (10) calendar days after the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for one (1) additional two (2) year period. Prices will be firm for each two (2) year period. Price adjustments may be considered at the time of the renewal only and shall be documented with written verification of industry prices increases or decreases.

There is no guarantee as to the amount of services or labor that the City may purchase during the term of the Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a fixed unit price as listed in Schedule A, plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section VIII herein.

SCHEDULE A

Line #	Description	Specifications	Unit	Estimated Quantity	Unit Price	Total Unit Price
1	Annauls	1 gal 6"	ea	100		$0.00
2	Impatients	1 gallon	ea.	120		$0.00
3	Bird of Paradis	25 gallon	ea.	2		$0.00
4	Senna	25 gallon STD	ea.	5		$0.00
5	Penta's multi colors	1 gallon	ea.	267		$0.00
6	Asiatic Jasmin	1 gallon	ea.	140		$0.00
7	Star Jasmine	3 gallon 20"x20"	ea.	92		$0.00
8	African Iris	3 gallon 24"	ea.	160		$0.00
9	African Iris - white	3 gallon 24"	ea.	200		$0.00
10	Ixora "Taiwan Dwarf"	1 gallon	ea.	16		$0.00
11	Thryallis	3 gallon 18" x 16"	ea.	744		$0.00
12	Dwarf Firebush	3 gallon 18"x 18"	ea.	3		$0.00
13	Dwarf Firebush	20"	ea.	800		$0.00
14	Hibiscus	3 gallon 20" F	ea.	250		$0.00
15	Hibiscus	25 gallon 6' to 8' STD F	ea.	50		$0.00

16	Ruellia	3 gallon 18" F	ea.	683		$0.00
17	Red Bougainvillea "Dwarf" Barbara Karst	3 gallon 14" to 16" F	ea.	60		$0.00
18	Pink Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	20		$0.00
19	Red Bougainvillea Dwarf	3 gallon 14" to 16" F	ea.	55		$0.00
20	Bougainvillea	3 gallon 14" to 16" F	ea.	112		$0.00
21	Bougainvillea Mixed Colors Dwarf	7 gallon	ea.	150		$0.00
22	Dwarf Podocarpus	3 gallon 18" F	ea.	500		$0.00
23	Dwarf Podocarpus	7 gallon 28 F"	ea.	120		$0.00
24	Podocarpus	3 gallon 12"x12"	ea.	1290		$0.00
25	Cocoplum	3 gallon 24" F	ea.	54		$0.00
26	Cocoplum 'Red Red'	3 gallon 20" to 24" F	ea.	250		$0.00
27	Cocoplum 'Red Red'	7 gallon 36" tp 40" F	ea.	100		$0.00
28	Japanese Boxwood	3 gallon 16" F	ea.	150		$0.00
29	Red Jatrophia	25 gallon 6-8' Std	ea.	20		$0.00
30	Trinette Shefflera Arboricola	7 gallon 30 x 30"	ea.	100		$0.00
31	Trinette Shefflera Arboricola	3 gallon 18" x 18" F	ea.	500		$0.00
32	Croton	3 gallon	ea.	100		$0.00
33	Plumbago Blue	3 gallon 14" x 14" F	ea	335		$0.00
34	Green Island Ficus	3 gallon 14" x 14" F	ea	750		$0.00
35	Razzle Berry	3 gallon 12" x 12" F	ea	367		$0.00
36	Ilex Schilling	3 gallon 12" x 14 ' F	ea	50		$0.00
37	Crown of Thorns	3 gallon	ea	385		$0.00
38	Crown of Thorns Bullnose	3 gallon	ea	20		$0.00
39	Crown of Thorns 'rosy'	3 gallon	ea	215		$0.00
40	Euphorbia Milli "Rosy"	3 gallon	ea	320		$0.00
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42	Simpson Stopper	30 gallon STD	ea	6		$0.00
43	Macho Fern	3 gallon 16" x 18" F	ea	275		$0.00
44	Pinky Muhly Grass	1 gallon 12" F	ea	994		$0.00
45	Pinky Muhly Grass	3 gallon 20" F	ea	300		$0.00
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49	White Fountain Grass	3 gallon F	ea	15		$0.00
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51	Fakahatchee Grass	3 gallon F	ea	890		$0.00
52	White Axtec Grass	1 gallon	ea	5		$0.00
53	Flax Lily	1 gallon	ea	830		$0.00
54	Flax Lilly	3 gallon 12" F	ea	2214		$0.00
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64	Orange Geigers	45 gallon 10' 2" C	ea	7		$0.00
65	Crepe Myrtle	45 gallon 10'-12' 2" C Std	ea	50		$0.00
66	Queen of Crepe Myrtle	45 gallon 10' -12' 2" C Std	ea	25		$0.00
67	Crepe Myrtles - White Natchez	30 gallon 8' to10' Multi	ea	2		$0.00
68	Crepe Myrtle	65 gallon 12 std 2" C'	ea	1		$0.00
69	Wax Myrtle	36"+	ea	15		$0.00
70	Buttonwood	20"-24"	ea	170		$0.00
71	Green Buttonwood	3 gallon 20"-24"	ea	100		$0.00
72	Green Buttonwood	30 gallon 10'-12' Std	ea	100		$0.00
73	Silver Buttonwood	3 gallon 20"-24"	ea	371		$0.00
74	Bald Cypress	7 gallon	ea	100		$0.00
75	Bald Cypress	25 gallon 8" to 10' 2" C	ea	12		$0.00
76	Bald Cypress	45 gallon 12 ft plus 3" C	ea	20		$0.00
77	Seagrape	3 gallon 24" x 24" full	ea	200		$0.00
78	Pine Trees South Florida "Densa"	7 gallon 5'	ea	17		$0.00
79	Pine Trees South Florida "Densa"	15 gallon 7' to 8'	ea	17		$0.00
80	Red Maples	25 gallon 10' x 12' 2" cal	ea	36		$0.00
81	Red Maple	25 gallon 10' x 12' 2" cal	ea	6		$0.00
82	Live Oak	45 gallons 12'-14'x3" C	ea	26		$0.00
83	Live Oak	65 gallon 13' to 15' x 4" C	ea	4		$0.00
84	Foxtail Palm	25 gallon 10' to 12' Tpl	ea	50		$0.00
85	Foxtail Palm	25 gallon 10' to 12' sgl	ea	25		$0.00
86	Catherdral Live Oak	45 gallon 12' to 14' x 3" C	ea	1		$0.00
87	Southern Red Cedar	25 gallon 6' x 8' F	ea	50		$0.00
88	Weeping Willow	30 gallon 10'-12'	ea	25		$0.00
89	Royal Palm	8' GW	ea	2		$0.00
90	Royal Palms	15-17 GW	ea	2		$0.00
91	Sabal Palm curved	14' to 17' slick	ea	25		$0.00
92	Sabal Palm	12' CT BTD	ea	3		$0.00
93	Sabal Palm	12'-14' OA	ea	9		$0.00
94	Sabal Palms Slick	12-14 ft OA	ea	6		$0.00
95	ARECA Palm	25 gallon 8' to 10' F	ea	9		$0.00
96	Christmas Palm	FG 12' to 14' OA	ea	2		$0.00

97	Triple Christmas Palm	FG 12' to 14' OA	ea	5		$0.00
98	Ligustrum Lucidem	65 gallon 8' x 7' ML	ea	25		$0.00
99	Slender Spike Rush	BR	ea	10000		$0.00
100	Gaint Spike Rush	BR	ea	5000		$0.00
101	Duck Potato	BR	ea	5000		$0.00
102	Bull Rush	BR	ea	1250		$0.00
103	Fire Flag	BR	ea	2500		$0.00
104	Arrowhead	BR	ea	11250		$0.00
105	Pickerelweed	BR	ea	13750		$0.00
106	Brown Mulch		cy	16		$0.00
107	Red Mulch		cy	999		$0.00
108			**TOTAL**			**$0.00**

Notes:
All plantings are to be GPS located and loaded onto City Website.

Price includes:
Install 2 Agriform tablets per plant , 3 per tree
Installtion of plant material
Mulch
Initial watering
One year warranty
MOT

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the pay Request. Partial Release of Liens from all Contractors. Subcontractor, suppliers for materials and sub-sub contractors are to be attached to each Pay Request

Acceptance and Final Payment - Upon receipt of written notice that each project is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate, stating that the work provided for in the Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor in thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and less any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.
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.

Invoice for services shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment 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 release of liens, and is approved by Project Manager as required under Section XIV 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 and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's 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 or Visa Authorization number.

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.

All payments not made within the time specified by this section shall bear interest form thirty (30) calendar days after the due date at the rate of .05 percent per month on the unpaid balance.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act); proof of appropriate Federal Act coverage must be provided.

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

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

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

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

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

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the Contract # 20160164, Miscellaneous Landscaping Service shall listed as additional insured."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

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
PAYMENTS AND PERFORMANCE BOND

"N/A"

SECTION XI
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 XII
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XIII
CLEANING UP

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

SECTION XIV
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 is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

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

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

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

SECTION XV
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. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.
Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Miscellaneous Testing - The Contractor shall 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 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 bid 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 and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where

work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that he authorized in writing as soon as possible.

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

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

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

Standard Production Items - All products offered must be standard production items that have been available to the trade for 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 manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e. lumber, pilings, etc.) shall be limited to area. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site at the end of each work day.

Florida Produced Lumber – The Contractor shall comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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 necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject

materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor that said work is, "complete" and/or "accepted".

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 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 XVI
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 XVII
SAFETY PRECAUTIONS

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

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

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 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, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractors, or anyone directly or indirectly employed by said parties shall be remedied by the Contractor. Work within the City of Port St. Lucie shall require proper traffic control for the safety of the workers and the public at large. Traffic Control and lane closures shall be in accordance with FDOT Design Standards index 600 Series.

OSHA Compliance – The Contractor shall agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XVIII
ASSIGNMENT

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

SECTION XIX
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. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred ($100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The 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 XXIII
ENTIRE CONTRACT

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

(balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of (company name)

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 (he/she) executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ does:
(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

VENDOR CODE OF ETHICS

E-BID #20160164
Miscellaneous Landscaping Services

"A City for All Ages"

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

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

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

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

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

Name of Organization/Proposer_____

Signature _____

Printed Name and Title _____

Date _____

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

CITY OF PORT ST. LUCIE, FLORIDA
E- BID # 20160164
Miscellaneous Landscaping Services

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: _____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By: _____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 20160164
Miscellaneous Landscaping Services

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

   has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF St. Lucie} SS:

The foregoing instrument was acknowledged before me this_____
(Date)

by: _____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

_____
Notary (print & sign name)

Commission No. _____

CHECKLIST
Bid #20160164

Miscellaneous Landscaping Services

Name of Bidder: _____

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

_____ Bid Reply Sheet #20160164 with proper signatures uploaded to DemandStar.

_____ Excel Reply Spreadsheet # 20160164 uploaded to DemandStar.

_____ 5% Bid Bond uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

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

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

_____ Required forms: Vendor Code of Ethics, Contractor Verifications Form, Non-collusion Affidavit of Prime Contractor
All forms are to be uploaded to DemandStar.

_____ Drug Free Workplace Form uploaded to DemandStar.

_____ Required W-9 as per Section 1.13 uploaded to DemandStar.

_____ Copy of the Checklist uploaded to DemandStar.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160164.

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ All price extensions and totals have been thoroughly checked.

_____ Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

BID ADDENDUM # 1
BID # 20160164
Addendum Date: 11/17/2016

Bid Name: Miscellaneous Landscaping Services

Please make the following to the subject bid:

1. Can a prospective bidder only bid the portion of the bid on which he / she has expertise or will this bid be awarded on an all or nothing basis?
   Answer: This will be awarded on all

2. The bid requires a Bid Bond – There is no mention of a Performance Bond in the bid package – Will a performance bond and/or a Labor and Materials bond be required for this project?
   Answer: There is no Performance Bond Required per page 28 Section X of the bid documents.

3. What is the performance start period for this contract?
   Answer: This is as needed basis as the budget allows

4. What is the Liquidated damages for this contract?
   Answer: See page 36 Section XIX paragraph B explains the Liquidated Damages

5. What is the budget?
   Answer: Plus or minus $220,000.00 approximate

6. Is there any "Bid Drawing" that the contractor can examine prior to submitting the bid to access potential issues with the performance of the contract?
   Answer: There are not bid Drawings.

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 2
BID # 20160164
Addendum Date: 11/122/2016

Bid Name: Miscellaneous Landscaping Services

Please make the following to the subject bid:

1. What specifically is required for the GPS Plants and Data Base Upload?
   Answer: The Contractor will be given a secure password to edit the City's Landscape after you field edit what was removed and replaced or newly installed.

2. On the Excel Spreadsheet Reply line # 99 What Genus and Species for the Slender Spike rush?
   Answer: Eleocharis acicularis

3. On the Excel Spreadsheet Reply line # 100 What Genus and Species for the Giant Spike rush?
   Answer: Eleocharis plaustris

4. On the Excel Spreadsheet Reply line # 61 Creeping fig is only available in one (1) gallon. Is this acceptable?
   Answer: This will be fine

5. On the Excel Spreadsheet Reply line #83 Live Oak 65 gallon 13' x 15' x4" gal. (A 4" Cal live oak is a 100 gallon tree not a 65 gallon.
   Answer: 65 Gallon 13' to 15' by 3.5" cal.

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 3
BID # 20160164
Addendum Date: 11/28/2016

Bid Name: Miscellaneous Landscaping Services

Please see the following to the subject bid:

There has been two items added to the E-Bid Excel Reply Spreadsheet # 20160164, lines # 108 and 109.

Due to the added items on the Schedule A you will need to use Addendum #3, E-Bid # 20160164 Excel Reply Spreadsheet, Revised Schedule A, will be the only spreadsheet acceptable for the bid reply.

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 4
BID # 20160164
Addendum Date: 11/30/2016

Bid Name: Miscellaneous Landscaping Services

Please see the following to the subject bid:

1. On page 24 & 25 there is a line item # 106 Brown Mulch and line item # 107 Red Mulch in cubic yards and there is also mulch listed in the Notes. Is the contractor to include mulch in each plant as well as line # 106 and/or #107?

   Answer: There has been changes to the E-Bid Excel Reply Spreadsheet # 20160164, lines # 106 and #107. The mulch will be in 2 cubic feet bags and the mulch will be distributed around the plants. Mulch under notes has been removed.

2. Line Item # 108 from Addendum #3 Revised Schedule A Giant Bull rush – Scipus Atroviren is the botanical name and is actually Green Bulrush that grows in Maryland and there is no reports or records of this growing in Florida. We can price Giant Bull rush (Schoeneplectus Californicus) will this be acceptable?

   Answer: yes this will be fine.

3. Is it possible to provide streets for the proposed Landscape work as maintenance of Traffic cost very greatly pending the type of traffic control that will be required to perform landscape work.

   Answer: It could be anywhere throughout the City as there are many locations of landscaped areas.

Due to the changes in the line items #106, 107 and 108 on the Schedule A you will need to use <u>Addendum #4 E-Bid # 20160164 Excel Reply Spreadsheet, Revised Schedule A, this will be the only spreadsheet acceptable for the bid reply.</u>

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 5
BID # 20160164
Addendum Date: 12/6/2016

Bid Name: Miscellaneous Landscaping Services

Please see the following to the subject bid:

1. Addendum #4, Revised Schedule A – line # 109 – Sycamore 3 gallon 12' to 14'. This spec is not in line with the container size listed. Should this be 30 gallon?
   Answer: Yes, this should be 30 gallon

2. Could you please have a more descriptive outline of how the GPS is going to be field checked and loaded in the City's Data Base? Data fields? What has to be collected? What type of coordinate systems?
   Answer: Validate current condition of trees and palms. Include wording excellent, good, fair or poor to reflect the condition. Determine current value based on International Society of Arboriculture (ISA) standards. Review existing Global Navigation System (GNNS) data for included sites, and compare against existing field conditions. Collect/update GNSS data as necessary (add/delete/modify) to reflect current information. Including wording excellent, good, fair or poor to reflect the condition for all plant material. Update/load any new or modified data into the City's Landscape Database. Note – No landscape as-built plans will be updated with new information. Any new information will be reflected in the database and corresponding displays, but not in any as-built plant set.

3. Accuracy of the GPS will it be sub meter or sub foot?
   Answer: Using sub-meter accurate GPS equipment.

4. What format will Date Base accept?
   Answer: Excel Spreadsheet. The City will supply a sign-on and password for access to the database. The City Landscape Inventory website is http://psltrees.cityofpsl.com

5. Can we upload the GPS data on a Quarterly or Monthly basis as work is delegated?
   Answer: A weekly Excel Spreadsheets with any edit/modifications color coded to reflect changes made.

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID ADDENDUM # 6
BID # 20160164
Addendum Date: 12/6/2016

Bid Name: Miscellaneous Landscaping Services

Please see the following to the subject bid:

1. Line # 108 on the Excel Reply Spreadsheet will not total over.

   Answer: Due to the changes in the line items # 108 and 109 on the Schedule A you will need to use Addendum #6 E-Bid # 20160164 Excel Reply Spreadsheet, Revised Schedule A, this will be the only spreadsheet acceptable for the bid reply.

NOTE: The bid opening date has not changed.

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

BID OPEINING ATTENDANCE
SEALED BID-201600164-SH
Miscellaneous Landscaping Services
December 20, 2016 @ 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Sherri Hawes	City – PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.	Stewart Feketa	N-K	Stewart + nature's-keeper.com	T 772 201 8216
				F
3.	J. Dunton	PSL PW		T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager
Cheryl Shanaberger, Procurement Management Department Director
Jesus Merejo, Utility Systems Director

FROM: Gina Jolly, Buyer
Procurement Management Department

Agenda Item: Motion: Contract #20160200 Well F-12 Rehabilitation
Utility Systems Department

Submittal Date: 1/10/2017

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal A - Exception Municipal Services: Developing & maintaining a state of the art infrastructure and utility system

BACKGROUND: The Utility Systems Department operates the James E. Anderson (JEA) Well Field that serves as the raw water source for the JEA Reverse-Osmosis (RO) Water Treatment Plant (WTP). The JEA well field includes twelve (12), brackish feed water supply wells completed as open-hole wells in the limestone of the Floridan Aquifer. Water produced from Well F-12 has shown an increase in salt ion concentration. This causes a need for increased treatment feed pressures at the JEA RO WTP during the well's operation. Well rehabilitation involving cementing the bottom of the well bore hole can stop the in-flow of these high salt concentrations.

Florida Administrative Code 62-55.350; Operation and Maintenance of Public Water Systems requires USD to maintain equipment in the best available method, and staff feels confident that methods and means provided by Ardaman & Associates, Inc. can make F12 operational again. Staff decided it was in the best interest of the City to go out to bid for these services.

An E-Bid was advertised on December 1, 2016. The broadcast notified nine hundred eighty six (986) suppliers, with twenty nine (29) plan holders requesting the

bid documents. The E-Bid opened on December 27, 2017 with 3 proposals being received.

ANALYSIS: City Staff reviewed the proposals and recommend Florida Design Drilling to complete the rehabilitation of well F-12 to bring it up to standards. Florida Design Drilling has completed successful construction rehabs on City wells and is familiar with the City's water treatment plants and Floridan wells. Florida Design Drilling is not a local vendor.

FINANCIAL INFORMATION: Funds are available in the Utility Renewal & Replacement Fund

LEGAL INFORMATION: Reviewed on 1/11/17 by Ella Gilbert and approved as to form.

STAFF RECOMMENDATION: Approval of Award and Contract # 20160200 Well F-12 Rehabilitation with Florida Design Drilling in the amount of $121,212.00, plus a one-time indemnification fee of $10.00. The contract period is one hundred eighty (180) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: NW East Torino Parkway, Port St. Lucie, Florida

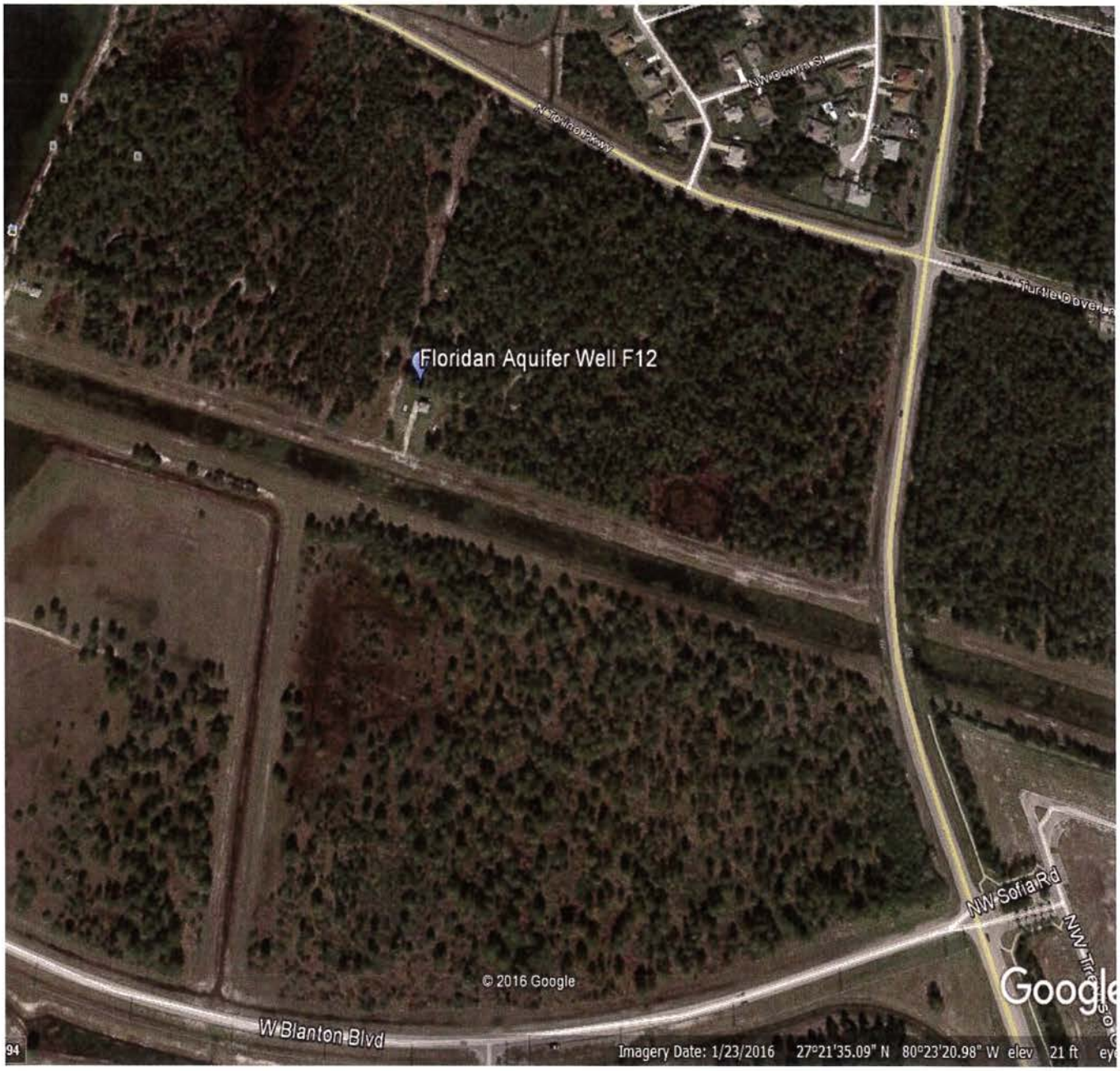
ATTACHMENTS: Location Map, Contract, E-Bid Tabulation Report, Winning Proposals, E-Bid Document, Attachments A, B & C, Addenda, Sign in Sheets, and Unsuccessful Proposals

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

RECEIVED

JAN 12 2017

CITY MANAGER'S OFFICE



N

JEA WTP Floridan Aquifer Well F12 Location Map

Map Prepared by PSLUSD 1/9/2017

CITY OF PORT SAINT LUCIE
CONTRACT #20160200

This CONTRACT, executed this _____ day of _____, 2017, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Florida Design Drilling Corporation 7733 Hooper Road, West Palm Beach, Florida 33411 Telephone No. (561) 844-2966 Fax No. (561)844-2967, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Pierre Vignier
City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, FL. 34983
Telephone 772-873-6400
Email: pvignier@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

Jaffrey Holst
Florida Design Drilling Corporation
7733 Hooper Road
West Palm Beach, Fl. 33411
Telephone: (561) 844-2966 Fax: (561) 844-2967
Email: jeff@fldrilling.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160200**, Well F-12 Rehabilitation** including all Attachments, all Addenda, Construction Plans, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The Work to be done under this Contract includes the testing, cementing and rehabilitation/treatment including acidization of City of Port St. Lucie Floridan Aquifer Production Well F-12 at the JEA Wellfield in Port St. Lucie, Florida. Upon completion of the Work, the project site shall be restored to its original condition. The Contractor shall furnish all labor, equipment and material required for the rehabilitation of one (1) open-hole, water supply well and specified herein as Floridan Aquifer Well No. 12 (F12). It is the intention of this project to plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump, column piping, and associated valves and electrical connections for the well and perform all work outlined in this Technical Specification. All labor, material, equipment and operations included in this section shall be in accordance with American Water Works Association (AWWA) Standards for Deep Wells (AWWA A100-06,) which the present specifications supplement or modify to fit the particular need or conditions to be encountered in the proposed work. Work also shall conform to applicable portions of Chapters 62-531, 62-532, 62-550, 62-555 and 62-560 Florida Administrative Code (FAC) and all other applicable regulations.

Work is expected to be completed in a thoughtful and expeditious sequence. Discharge of highly turbid water will not be allowed and methods of control abatement must be considered in this E-Bid.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

Weather Days: The City may grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This

clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate one hundred eighty (180) calendar days thereafter on _____, 2017. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $121,212.00, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein.

Line	DESCRIPTION	UNIT	QTY	PRICE	TOTAL
1	Mobilization, Demobilization	LS	1	$10,000.00	$10,000.00
2	Insurance, Permits Administrative Costs	LS	1	$10,000.00	$10,000.00
3	Site Preparation and Restoration (Fence and pump house panel removal and installation)	LS	1	$10,000.00	$10,000.00
4	Disconnect and Remove Pump and Column Pipe	LS	1	$7,500.00	$7,500.00
5	Install and Remove Discharge Line	FT	200	$25.00	$5,000.00
6	Back-Plugging Cement Grout-Installed	CY	5	$3,000.00	$15,000.00
7	Back-plugging Gravel and Sand-Installed	CY	1	$2,500.00	$2,500.00
8	Specific Capacity Testing	EA	2	$2,500.00	$5,000.00
9	Acidization of Well F-12	LS	1	$15,000.00	$15,000.00
10	Well Development	HRS	20	$250.00	$5,000.00
11	Water Quality Analysis	LS	1	$3,000.00	$3,000.00

12	Disinfection	**LS**	**1**	**$2,500.00**	**$2,500.00**
13	Site Restoration (Grading and Sod)	**LS**	**1**	**$1,450.00**	**$1,450.00**
14	Install and Reconnect Pump and Column Pipe and Rectify the Well	**LS**	**1**	**$9,262.00**	**$9,262.00**
15	TOTAL				**$101,212.00**

Additional Items (if budget allows)

16	SS line shift, Column pipe, and hardware (including installation)	**FT**	**80**	**$250.00**	**$20,000.00**

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request.

Any updated Project Schedule is to be submitted with each Pay Request. Progress payments may be negotiated if payment is made by the Visa Procurement Card.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate .5 % per month on the unpaid balance.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

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

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

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

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

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the

performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of

contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160200 –Well F-12 Rehabilitation shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: N/A

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project

Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene

pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

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

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

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify,

and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City nine hundred fifty eight ($958.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges,

penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

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

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

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

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By:

_____
Director, Procurement Management Department

By:_____
Authorized Representative of Florida Design Drilling Corporation

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2017.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

20160200 Bid Tabulation
Well F-12 Rehabilitation

				Florida Design Drilling		All Webbs Enterprises		Layne Christensen	
Line	DESCRIPTION	UOM	QTY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Mobilization, Demobilization	LS	1	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 15,637.00	$ 15,637.00
2	Insurance, Permits	LS	1	$ 10,000.00	$ 10,000.00	$ 7,500.00	$ 7,500.00	$ 11,881.00	$ 11,881.00
3	Site Preparation and Restoration (Fence and pump house panel removal and installation)	LS	1	$ 10,000.00	$ 10,000.00	$ 5,000.00	$ 5,000.00	$ 3,628.00	$ 3,628.00
4	Disconnect and Remove Pump and Column Pipe	LS	1	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 7,887.00	$ 7,887.00
5	Install and Remove Discharge	FT	200	$ 25.00	$ 5,000.00	$ 22.50	$ 4,500.00	$ 28.22	$ 5,644.00
6	Back-Plugging Cement Grout-	CY	5	$ 3,000.00	$ 15,000.00	$ 7,000.00	$ 35,000.00	$ 1,812.00	$ 9,060.00
7	Back-Plugging Gravel and Sand-	CY	1	$ 2,500.00	$ 2,500.00	$ 4,000.00	$ 4,000.00	$ 4,825.00	$ 4,825.00
8	Specific Capacity Testing	EA	2	$ 2,500.00	$ 5,000.00	$ 8,000.00	$ 16,000.00	$ 15,410.00	$ 30,820.00
9	Acidization of Well F-12	LS	1	$ 15,000.00	$ 15,000.00	$ 35,000.00	$ 35,000.00	$ 31,920.00	$ 31,920.00
10	Well Development	HRS	20	$ 250.00	$ 5,000.00	$ 350.00	$ 7,000.00	$ 1,157.80	$ 23,156.00
11	Water Quality Analysis	LS	1	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 5,825.00	$ 5,825.00
12	Disinfection	LS	1	$ 2,500.00	$ 2,500.00	$ 4,500.00	$ 4,500.00	$ 2,950.00	$ 2,950.00
13	Site Restoration (Grading and	LS	1	$ 1,450.00	$ 1,450.00	$ 3,500.00	$ 3,500.00	$ 8,020.00	$ 8,020.00
14	Install and Reconnect Pump and Column Pipe and Rectify the Well	LS	1	$ 9,262.00	$ 9,262.00	$ 10,000.00	$ 10,000.00	$ 24,750.00	$ 24,750.00
15	Total				$ 101,212.00		$ 167,500.00		$ 186,003.00
	Additional Items								
16	SS line shft, Column pipe, and hardward (including installation)	FT	80	$ 250.00	$ 20,000.00	$ 915.00	$ 73,200.00	$ 430.00	$ 34,400.00
	Bid Reply			Yes		Yes		Yes	
	Drug Free			Yes		Yes		Yes	
	Bid Bond			Yes		Yes		Yes	
	Addendum Acknowledgement			Yes		Yes		Yes	
	W-9			Yes		Yes		Yes	
	Certificate of Insurance			Yes		Yes		Yes	
	Non Collusion			Yes		Yes		Yes	

20160200 Bid Tabulation
Well F-12 Rehabilitation

Vendor Code of Ethics	Yes	Yes	Yes
Local Preference	No	No	No
Accepts Visa	No	No	No
License	Yes	Yes	Yes

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

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

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

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20160200-0-2016/GJ
Bid Name	Well F-12 Rehabilitation
Bid Due Date	12/27/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

3 total responses found.

✓ online, offline, • not submitting, ! not received

	Company Δ	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	All Webbs Enterprises, Inc.	12/27/2016 1:29:24 PM	309 Commerce Way Jupiter, FL 33458	$2,000,000.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
2.	Florida Design Drilling Corporation	12/23/2016 11:28:17 AM	7733 Hooper Road West Palm Beach, FL 33411	$121,212.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
3.	Layne Christensen Company	12/27/2016 7:39:54 AM	5061 Luckett Road Fort Myers, FL 33905	$186,003.00	$34,000.00	Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance Non-collusion Affidavit Form License/Certification to do Described Work E-Bid Reply Excel Spreadsheet E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

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

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

Publish Tabulation Sheet

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

☐ Include Non-Compliant Supplier details

E-Bid Reply Sheet #20160200

Well F-12 Rehabilitation

1. **COMPANY NAME**: Florida Design Drilling Corporation

DIVISION OF: _____

PHYSICAL ADDRESS: 7733 Hooper Road, West Palm Beach, FL 33411

MAILING ADDRESS: 7733 Hooper Road

CITY, STATE, ZIP CODE: West Palm Beach, FL 33411

TELEPHONE NUMBER: ( ) (561) 844-2966 FAX NO. ( ) (561) 844-2967

CONTACT PERSON: Jeffrey Holst E-MAIL: jeff@fldrilling.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Yes, in Florida

President Dan Ringdahl

Vice President Noah Ringdahl / Jeffrey Holst

Treasurer Claire Dezotell

How long in present business: 12 How long at present location: 4

Total Number of Staff at this present location: 40

Total Number of Staff for your Firm within the Treasure Coast Area: NA

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

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

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

Addendum Number	Date Issued	Addendum Number	Date Issued
#1	12/6/2016		
#2	12/19/2016		
#3	12/21/2016		

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

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: _____ %

Please Note: The City has implemented a ***Purchasing Card Program.*** *The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Line 15: $ 98,989.00
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160200 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line	DESCRIPTION	UNIT	QUANTITY
1	Mobilization, Demobilization	LS	1
2	Insurance, Permits Administrative Costs	LS	1
3	Site Preparation and Restoration (Fence and pump house panel removal and installation)	LS	1
4	Disconnect and Remove Pump and Column Pipe	LS	1
5	Install and Remove Discharge Line	FT	200
6	Back-Plugging Cement Grout-Installed	CY	5
7	Back-plugging Gravel and Sand-Installed	CY	1
8	Specific Capacity Testing	EA	2
9	Acidization of Well F-12	LS	1
10	Well Development	HRS	20
11	Water Quality Analysis	LS	1
12	Disinfection	LS	1
13	Site Restoration (Grading and Sod)	LS	1
14	Install and Reconnect Pump and Column Pipe and Rectify the Well	LS	1

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount

shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

5.4 Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (X)

If yes, please explain:

_____

_____

_____

5.5 List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

None

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

5.6 List any judgments from lawsuits in the last five (5) years:

None

_____

(N/A is not an acceptable answer - insert lines if needed)

6. List three (3) Well Rehabilitation similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. Do not list the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Please see Project and Client Reference Lists Attached

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

MVGS - Geophysical Logging

8. **INSURANCE/CERTIFICATES/LICENSE** - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

10. CERTIFICATION

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

Signature

12/19/16
Date

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

Signature

Vice President
Title

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

Well Rehabilitation

Owner: Broward County **Engineer:** NA
Contact: Carlos Garcia / Susan Bodeman **Phone:** 954-831-0760
Description: Well rehabiliation and improvements County wide. Includes well chlorination, acidization, video, casing brushing, pump/motor retrieval, redevlopment, all testing

Completed: On Going **On time?** Yes
Amount: $ 542,000 **Change Orders:** $ -

Replacement of the PGA WWTP Deep Injection Monitor Well System

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.

Completed: December-16 **On time?** Yes
Amount: $ 949,494 **Change Orders:** $ (8,867)

Water Treatment Plant 11 Floridan Aquifer Wells Rehabilitation

Owner: Palm Beach County WUD **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Furnished all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to rehabilitate Floridan aquifer production wells. Work includes dislodging debris obstructions from two (2) production wells, fishing of debris from one (1) well, completing geophysical logging on three (3) wells, performing an acid treatment on six (6) wells and partial back plugging of five (5) production wells.

Completed: December-16 **On time?** Yes
Amount: $ 444,444 **Change Orders:** $ 186,431

Reclaimed Water ASR System Well Construction

Owner: City of St. Cloud **Engineer:** Jones, Edmunds & Associates
Contact: Bartt Booz **Phone:** 813-258-0703
Description: One 12-inch diameter ASR well, ASR-1 (Total Depth [TD] approximately 3,100 feet). The well will be completed with a final carbon steel casing cemented to land surface and is designed fo r reclaimed w a te r storage and recovery. One 6-inch diameter storage zone monitoring well, SZMW-1 (TD approximately 2,400 feet). The well will be completed with a final carbon steel casing cemented to land surface and will be located not more than 750 feet from ASR-1. One 6-inch diameter shallow monitoring well, SMW-1 (TD approximately 1,400 feet). The well will be located not more than 150 feet from A SR -1 . Four 2-inch diameter Pad Monitoring Wells (PMW) around the temporary drilling pads for ASR-1 and SZMW-1, PMW-1 through PMW-8 (TD approximately 40 feet). Two additional PMWs will be constructed around SMW-1 prior to drilling that well. Surface facilities including samples pumps, ASR injection pump, piping, concrete, electrical, and control systems.

Completed: On Going **On time?** Yes
Amount: $ 2,535,550 **Change Orders:** $ -

Rehabilitation/Treatment of Florida Aquifer Production Well F-12

Owner: City of Port Saint Lucie **Engineer:** KLJ
Contact: Pierre Vignier **Phone:** 772-528-2153
Description: plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump, column piping, and associated valves and electrical connections for the well and perform all work outlined in this Technical Specification.
Completed: August-15 **On time?** Yes
Amount: $ 111,021 **Change Orders:**

South Seas Shallow Injection Well and Monitoring Well

Owner: FGUA **Engineer:** Wade Trim
Contact: Oscar Duarte **Phone:** 321-728-3389
Description: Installation of one 8-inch diameter Class V injection well and well head, IW-1 (Total Depth [TD] approximately 100 feet). The well will be completed with a final steel casing cemented to land surface and is designed for reclaimed wastewater disposal. Installation of one 4-inch diameter monitoring well, MW-1 (TD approximately 19 feet). The well will be completed with a final PVC casing cemented to land surface and will be located not more than 50 feet from IW-1. Testing of the injection well to the satisfaction of the OWNER and/or OWNER's REPRESENTATIVE.
Completed: October-15 **On time?** Yes
Amount: $ 189,080 **Change Orders:** $ (17,201)

Replacement of Surficial Aquifer Wells Nos. BR-24A, BR-26, and NPB-7

Owner: Seacoast Utility Authority **Engineer:** Holtz Consulting Engineers
Contact: Brent Weidenhamer **Phone:** 561-575-2005
Description: Construction of three new surficial production wells, 24" PVC casing, 130-140' depth, well screen, with 40 HP submersible pumps, ductile iron raw water main & wellheads, concrete, instruments & programming, RTU & SCADA, control panels, new 480V electrical service, fencing.
Completed: October-15 **On time?** Yes
Amount: $ 949,949 **Change Orders:** $ (45,052)

Water Treatment Plant Eastern Well Field Well Nos. 12-14

Owner: City of West Palm Beach **Engineer:** Mock Roos & Associates
Contact: John Cairnes **Phone:** 561-683-3313;275
Description: Construction of three new surficial production wells, 24" steel casing, 90-100' depth, with 25 HP submersible VFD driven pumps, ductile iron raw water main & wellheads, concrete, flowmeter, control panels & programming, RTU & SCADA, new 480V electrical service, irrigation, landscaping, road construction, fencing.
Completed: October-15 **On time?** Yes
Amount: $ 1,456,680 **Change Orders:** $ -

North WWTP Monitor Well Replacement

Owner: Martin County Utilities **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005
Description: Construction of a new 2,220' deep 4-1/2" FRP dual zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pumps.
Completed: March-15 **On time?** Yes
Amount: $ 949,494 **Change Orders:** $ (29,550)

Dual Zone Monitor Well DZMW-2 Abandonment

Owner: City of West Palm Beach **Engineer:** Mathews Consulting, Inc.
Contact: Jason Pugsley **Phone:** 561-655-6175
Description: The UMZ and LMZ of DZMW-2 were be abandoned from the total depth of 1,450-feet below pad level (BPL) up to pad level using neat cement grout in stages.

Completed: Februrary 2015 **On time?** Yes
Amount: $ 29,100 **Change Orders:** $ (100)

ECRWRF Lower-Zone Monitor Well for Injection Well No. 2

Owner: City of West Palm Beach **Engineer:** Holtz Consulting Engineers
Contact: Curtis Robinson **Phone:** 561-575-2005
Description: Construction of a new 2,290' deep 4-1/2" FRP single zone monitor well, permanent concrete pad, wellhead piping, instrumentation, purge piping and appurtenances, electrical and control conduit and wiring and appurtenances for sampling pump.

Completed: January-15 **On time?** Yes
Amount: $ 594,949 **Change Orders:** $ (18,598)

Potable Well 16 at 2nd Avenue North

Owner: City of Lake Worth **Engineer:** Mock Roos
Contact: John Leemon **Phone:** 561-683-3113
Description: Construction of new 250' surficial production well, steel & PVC casing, interval testing, screen, development, pump testing, disinfection. Relocation of 300' of 6" PVC force main, new 16" raw water main, new electrical service, concrete, asphalt, fencing, flanged DIP, submersible well pump & motor, control panel, I&C, MOT.

Completed: January-15 **On time?** Yes
Amount: $ 494,949 **Change Orders:** $ (22,651)

Water Treatment Plant 2, 3, and 8 New Production Wells

Owner: Palm Beach County **Engineer:** MWH
Contact: Neil Johnson **Phone:** 561-650-0070
Description: Construction of eight (8) 150' surficial production wells, steel & PVC casing, screens, development, testing, disinfection.

Completed: December-15 **On time?** Yes
Amount: $ 1,080,535 **Change Orders:** $ 91,666

Plugging and Abandonment of ASR-1, ASR MW-1, and Pad Monitoring Wells

Owner: Broward County **Engineer:** Atkins North America

Contact: Kevin Dorsey **Phone:** 813-281-8374
Description: Geophysical logging and abandonment of existing ASR well and ASR monitor well.

Completed: February-14 **On time?** Yes
Amount: $ 93,240 **Change Orders:** $ (1,980)

Water Supply Wells 28W, 31W, & 33W

Owner: City of Boca Raton **Engineer:** CDM Smith
Contact: Suzanne Mechler **Phone:** 561-273-8868
Description: Construction of three (3) new 350' surficial production wells, steel & FRP casing, screens, development, testing, disinfection.

Completed: March-13 **On time?** Yes
Amount: $ 671,500 **Change Orders:** $ -

Production Well Testing and Rehabilitation

Owner: City of Port Saint Lucie **Engineer:** Ardaman & Associates
Contact: Douglas Dufresne **Phone:** 407-855-3860
Description: Backplugging and acidization of two (2) 1,600' Floridan aquifer production wells

Completed: October-13 **On time?** Yes
Amount: $ 380,000 **Change Orders:** $ -

District 1 WTP Expansion Floridan Test Well Construction

Owner: Broward County **Engineer:** MWH
Contact: Neil Johnson **Phone:** 561-650-0070
Description: Construction of two (2) new 1,800' Floridan aquifer PWS production wells, packer testing, development, pump testing, acidization, disinfection, concrete slabs, fencing.

Completed: August-14 **On time?** Yes
Amount: $ 2,681,000 **Change Orders:** $ -

Floridan Aquifer Well #7

Owner: Ocean Reef Club **Engineer:** Mathews Consulting
Contact: Rene Mathews **Phone:** 561-655-6175
Description: Construction of one (1) new 1,250' Florida aquifer PWS production well, steel & PVC casing, development, pump testing, acidization, disinfection.

Completed: September-13 **On time?** Yes
Amount: $ 778,000 **Change Orders:** $ (20,000)

Sawgrass Floridan Well Construction and APT

Owner: City of Sunrise **Engineer:** MWH
Contact: Susan Bodmann **Phone:** 954-851-1507

Description: Construction of two (2) new 1,750' Florida aquifer PWS production wells, steel & PVC casing, packer testing, development, pump testing, acidization, disinfection.

Completed: January-13 **On time?** Yes
Amount: $ 2,300,000 **Change Orders:** $ (350,000)

Design Build Water and Wastewater System Expansion

Owner: Town of Davie **Engineer:** AECOM
Contact: Michael Bennett **Phone:** 561-684-3375
Description: Construction of four (4) new 1,350' Florida aquifer PWS production wells, steel & FRP casing, packer testing, development, pump testing, disinfection.

Completed: January-13 **On time?** Yes
Amount: $ 2,300,000 **Change Orders:** $ (200,000)

West Wellfield Water Supply Expansion

Owner: Town of Deerfield Beach **Engineer:** CDM
Contact: Stew Magenheimer **Phone:** 954-776-1731
Description: Development and testing of three (3) wells. Original contractor did not complete work. We completed the remaining work on the contract after the original contractor walked off the job.

Completed: May-11 **On time?** Yes
Amount: $ 313,867 **Change Orders:** $ -

Well Repair

Owner: LaGroce Country Club **Engineer:** JLA Geosciences
Contact: Jim Andersen **Phone:** 561-746-0228
Description: Pump test, Geophysical log, evaluate current well and backplug well to Improve water quality. Redevelop and test well. Project goals were achieved and well in usable after several years of inactivity.
Completed: December-10 **On time?** Yes
Amount: $ 104,000 **Change Orders:** $ -

Southeast Monitor Wells

Owner: Orlando Utilities Commission **Engineer:** Arcadis US
Contact: David Smith **Phone:** 561-697-7053
Description: Construction of one (1) 300' upper Floridan monitor well and one (1) 2,500' dual zone Floridan monitor well, steel & FRP casing, packer testing, core sampling.

Completed: January-11 **On time?** Yes
Amount: $ 492,228 **Change Orders:** $ -

AWS Wellfield Exploratory Test Wells

Owner: Toho Water Authority **Engineer:** Tetra-Tech
Contact: Bruce Lafrenz **Phone:** 407-256-3496
Description: Construction of one (1) 2,600' test production well, one (1) 600' upper Floridan monitor well, one (1)

1,950' dual zone monitor well, and two (2) 1,700' lower Floridan monitor wells, steel & PVC casing, packer testing.

Completed: August-11 **On time?** Yes
Amount: $ 2,416,280 **Change Orders:** $ (92,198)

OKF-105 Tri-Zone Monitor Well Completion

Owner: SFWMD **Engineer:** SFWMD
Contact: Simon Sunderland **Phone:** 561-682-2705
Description: Construction of one (1) 2,500' tri-zone monitor well, steel & FRP casing, core sampling, packer testing, casing pressure test.

Completed: July-09 **On time?** Yes
Amount: $ 334,500 **Change Orders:** $ 4,710

J. Robert Dean Water Treatment Plant

Owner: FKAA **Engineer:** CH2MHill
Contact: Mike Furdock **Phone:** 305-218-3583
Description: Construction of three (3) 1,350' Floridan aquifer PWS production wells, steel & PVC casing, acidization, development, testing, disinfection.

Completed: December-08 **On time?** Yes
Amount: $ 3,626,283 **Change Orders:** $ (498,880)

Construction of Production Wells F-1 & F-2

Owner: City of Miramar **Engineer:** Malcolm Pirnie
Contact: Mike Black **Phone:** 561-809-4533
Description: Construction of two (2) 1,350' Floridan aquifer PWS production wells, steel & FRP casing, acidization, development, testing, disinfection.

Completed: August-08 **On time?** Yes
Amount: $ 2,498,500 **Change Orders:** $ (153,523)

Bruce Lafrenz other
Bruce.Lafrenz@tetratech.com

mobile (407) 256-3496
Project: Toho Water Authority
REF10

David McNabb work
david@mcnabbhydroconsult.com

work (561) 623-5468 x1103
1
home ... (561) 891-0763
work 601 Heritage Drive, Suite 110
Jupiter FL 33458
note MKT
** REF10

David Smith work
David.Smith2@arcadis-us.com

work (561) 697-7053
mobile (954) 422-2514
work 2081 Vista
Parkway Suite 200
West Palm Beach FL 33411
note **
Project: Highland Beach Floridan Well
Orlando Utilities Commission Southeast Monitoring Wells
xmas
REF10

Jim Andersen work
jandersen@jlageosciences.com

work (561) 746-0228
iphone (561) 758-2475
work 1931 Commerce
Lane, Suite 3
Jupiter FL 33458
note Category: Industry xmas
REF10

Kirk Martin (239) 204-5301
Kirk@wsaconsult.com (239) 218-1043
13620 Metropolis Avenue
Suite 110
Fort Myers Florida 33912
United States of America
REF10

Mark McNeal (813) 264-9100
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P.O. Box 271686
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www.asrus.net

Neil Johnson work
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mobile (954) 806-7106
work (561) 650-0070
work 490 Sawgrass
Corporate Parkway Suite 300
Sunrise FL 33325
work 100 South Dixie Highway
Suite 300
West Palm Beach FL 33401
note MKT
xmas REF10

Robert Verrastro work
bverras@sfwmd.gov

mobile (561) 682-6139
work 3301 Gun Club Road
West Palm Beach FL 33416

Project: Paradise Run Dual Zone Well
xmas

Simon Sunderland home
ssunder@sfwmd.gov
work 3301 Gun Club Road
West Palm Beach FL 33416
Project: SFWMD OKF-105 Deep
Dual Zone Montor Well

Susan Bodmann work
sbodmann@broward.org

mobile (954) 579-8309
work (954) 831-0760

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Florida Design Drilling Corporation does:

(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

12/19/16
Date

AIA Document A310 – 2010

Bid Bond

CONTRACTOR:
Florida Design Drilling Corp.
7733 Hooper Road
West Palm Beach, FL 33411

SURETY:
Aegis Security Insurance Company
P.O. Box 3153, Harrisburg, PA 17105

OWNER: City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

BOND AMOUNT:
Five Percent of Amount Bid ; 5% of Amount Bid

PROJECT: Well F-12 Rehabilitation E-Bid No.: 20160200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specificed in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof: or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specifified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60)days in the aggregate beyond the time for acceptance of bids specified in the bid documents. and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60)days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requreiment shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of December, 2016.

Witness/Attest:

By: Michael Blue

Florida Design Drilling Corp.

By: Jeffrey Holst, VP

(Principal)

By: Angie Lilly

Aegis Security Insurance Company

By: Warren M. Alter, Attorney-in-fact

(Surety)

This document conforms to AIA Document A310 - 2010 BID BOND. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NY AVE NW, WASHINGTON, DC 20006.

THIS POWER NULL AND VOID IF NUMBER IS NOT IN RED
POWER CERTIFICATE NO. FL 133

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT AEGIS SECURITY INSURANCE COMPANY does hereby make, constitute and appoint: **WARREN M. ALTER, DAVID T. SATINE**

its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf surety bonds, undertaking and other instruments of similar nature as follows: **$5 MILLION**

This Power of Attorney is granted and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 4th day of February, 1993.

"**Resolved,** That the President, any Vice President, the Secretary and any Assistant Secretary appointed for that purpose by the officer in charge of surety operations shall each have authority to appoint individuals as Attorney-in-Fact or under other appropriate titles with authority to execute on behalf of the Company, fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such an appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or facsimile thereof may by imposed or fixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

"**Resolved,** That the signature of each of the following officers; President, Vice President, any Assistant Vice President, any Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any Certificate relating thereto, appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for the purpose only of executing and attesting bonds and undertaking and other writings upon the Company and any such power required and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, AEGIS SECURITY INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by its President this 22nd day of July, 2016.

AEGIS SECURITY INSURANCE COMPANY

By: W. J. Wollyung

W. J. WOLLYUNG, III
President

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

Commonwealth of Pennsylvania }
} s.s.: Harrisburg
County of Dauphin }

On this 22nd day of July, 2016, before me personally came William J. Wollyung, III to me known, who being by me duly sworn, did depose and say that he is President of **AEGIS SECURITY INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Rebecca J. Liddick

REBECCA LIDDICK
Notary Public
My Commission Expires July 25, 2017

REBECCA LIDDICK COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

I, the undersigned, Secretary of **AEGIS SECURITY INSURANCE COMPANY**, a Pennsylvania corporation, **DO HEREBY CERTIFY** that the foregoing and attached Power of Attorney remains in full force and has not been revoked: and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the City of Harrisburg, in the Commonwealth of Pennsylvania, dated this 20th day of December, 2016

Deborah A. Good

DEBORAH A. GOOD
Secretary

AEGIS SECURITY INSURANCE COMPANY CORPORATE SEAL 1977 PENNSYLVANIA

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

2 Business name/disregarded entity name, if different from above

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

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

5 Address (number, street, and apt. or suite no.)
7733 Hooper Road

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL 33411

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 2 7 7 9 5 6 0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Jeffrey Holst Date ▶ April 6, 2016

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

FLORDES-01 BMERRITT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/6/2016

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

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

PRODUCER
Collinsworth, Alter, Lambert, LLC
23 Eganfuskee Street
Suite 102
Jupiter, FL 33477

CONTACT NAME: Suzanne Nelson
PHONE (A/C, No, Ext): (561) 868-6291 FAX (A/C, No): (561) 427-6730
E-MAIL ADDRESS: Snelson@calllc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Ins Co	23396
INSURER B : Amerisure Insurance Co	19488
INSURER C : Alterra America Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Florida Design Drilling Corporation
7733 Hooper Rd.
West Palm Beach, FL 33411

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GL20522771002	03/01/2016	03/01/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X	X	CA20522791001	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
							PIP	$	10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	CU20522761002	03/01/2016	03/01/2017	EACH OCCURRENCE	$	4,000,000
							AGGREGATE	$	4,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC20522750902	03/01/2016	03/01/2017	X PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
C	Rented/Leased Equip			MAXA31M0049101	03/01/2016	03/01/2017	Max Item $250.000		250,000

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

Re: Contract #20160200 –Well F-12 Rehabilitation

Certificate holder is named as additional insured including products and completed operations for general liability per CG7048, auto liability, and umbrella liability when required by written contract. General Liability, Automobile, and Umbrella coverages are primary and non- contributory when required by written contract. Waiver of subrogation applies to General Liability, Auto, Umbrella, and Workers' Compensation coverages for the additional insureds when required by written contract. Should any of the above described policies be cancelled, notice will be delivered in accordance with the policy provisions. The Umbrella policy follows form over the General Liability, Auto, and Workers' Compensation coverages.

Certificate holder is expanded to read: City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Policy Number	Agency Number	Policy Effective Date
GL20522770902	0825355	03-01-2016
PolicyExpiration Date	**Date**	**Account Number**
03-01-2017	3-16-2016	20033934
Named Insured	**Agency**	**Issuing Company**
FLORIDA DESIGN DRILLING CORPORATION	COLLINSWORTH, ALTER, LAMBERT, LLC	AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:

   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or

   (2) Who is named as an additional insured under this policy on a certificate of insurance.

   b. The written contract, written agreement, or certificate of insurance must:

   (1) Require additional insured status for a time period during the term of this policy; and

   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

   c. If, however:

   (1) "Your work" began under a letter of intent or work order; and

   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and

   (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

   If the additional insured is:

   a. An individual, their spouse is also an additional insured.

   b. A partnership or joint venture, members, partners, and their spouses are also additional insureds.

   c. A limited liability company, members and managers are also additional insureds.

   d. An organization other than a:

   (1) Partnership;

   (2) Joint venture; or

   (3) Limited liability company;

   executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.

   e. A trust, trustees are also insureds, but only with respect to their duties as trustees.

Includes copyrighted material of Insurance Services Office, Inc.

3. The insurance provided under this endorsement is limited as follows:

   a. That person or organization is an additional insured only with respect to liability arising out of:

      (1) Premises you:

         (a) Own;

         (b) Rent;

         (c) Lease; or

         (d) Occupy; or

      (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.

   b. Premises, as respects paragraph **3.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.

   c. Additional insured status provided under paragraphs **3.a.(1)(b)** or **3.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.

   d. Ongoing operations, as respects paragraph **3.a.(2)** above, does not apply to "bodily injury" or "property damage" occurring after:

      (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

      (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

   e. The limits of insurance that apply to the additional insured are the least of those specified in the:

      (1) Written contract;

      (2) Written agreement;

      (3) Certificate of insurance; or

      (4) Declarations of this policy.

      The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

   f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

      (1) The preparing, approving, or failing to prepare or approve:

         (a) Maps;

         (b) Drawings;

         (c) Opinions;

         (d) Reports;

         (e) Surveys;

         (f) Change orders;

         (g) Design specifications; and

      (2) Supervisory, inspection, or engineering services.

Includes copyrighted material of Insurance Services Office, Inc.

g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. **Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

a. Primary;

b. Excess;

c. Contingent; or

d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

CG 20 10 11 85

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

Includes copyrighted material of Insurance Services Office, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statues, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by _____

Copyright 1983 National Council on Compensation Insurance.

Hart Forms & Services
Reorder No. 14-4888

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Daniel Ringdahl

License No. 11148 Expires 7/31/2017

DISTRICT CERTIFICATION OFFICER

The State of Florida

Has Determined That

DANIEL C. RINGDAHL

Is Qualified As A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

In The

State of Florida

And Hereby Issues

License Number

11148

Issued by South Florida

Water Management District

SEAL

This 12th Day Of October, 1995 A.D.

Steven D. Anderson, Supervising Professional
Water Use Division, Water Well Construction

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160200
PROJECT TITLE: Well F-12 Rehabilitation

State of Florida }

County of Palm Beach }

JEFFREY HOLST, being first duly sworn, disposes and says that:
(Name/s)

1. They are Vice President of Florida Design Drilling Corporation the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) Vice President

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this December 7, 2016
(Date)

by: JEFFREY HOLST who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Darla L Mickel
Notary (print & sign name)

Commission No. FF 106046

DARLA L. MICKEL
MY COMMISSION # FF 106046
EXPIRES: April 12, 2018
Bonded Thru Notary Public Underwriters

"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

Name of Organization/Proposer

Florida Design Drilling Corporation

Signature

Printed Name and Title

Jeffrey Holst, VICE PRESIDENT

Date 12/19/16

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

CHECKLIST
BID # 20160200

PROJECT TITLE: Well F-12 Rehabilitation

Name of Bidder: Florida Design Drilling Corporation

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

X Bid Reply Sheet #20160200 with proper signatures upload to Demandstar.

X E-Bid Reply Excel Spreadsheet –uploaded to Demandstar.

X Drug-Free Workplace Form uploaded to Demandstar.

X 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

X All pricing has been mathematically reviewed and all corrections have been initialed.

X Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160200.

X W-9 as per Section 1.13 uploaded to Demandstar.

X Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

X Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

X Has reviewed the Contract and accept all City Terms and Conditions.

X Contractor's Questionnaire uploaded to Demandstar.

X Required forms: Non-Collusion Affidavit of Prime Bidder; Vendor Code of Ethics. All forms are to be uploaded to Demandstar.

X List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

X Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Addendum #2
20160200 "Revised" E-Bid Excel Spreadshet
Well F-12 Rehabilitation

Company Name: ___Florida Design Drilling Corporation_____

Line	DESCRIPTION	UOM	QUANTITY	PRICE	TOTAL
1	Mobilization, Demobilization	LS	1	$ 10,000.00	$ 10,000.00
2	Insurance, Permits Administrative Costs	LS	1	$ 10,000.00	$ 10,000.00
3	Site Preparation and Restoration (Fence and pump house panel removal and installation)	LS	1	$ 10,000.00	$ 10,000.00
4	Disconnect and Remove Pump and Column Pipe	LS	1	$ 7,500.00	$ 7,500.00
5	Install and Remove Discharge Line	FT	200	$ 25.00	$ 5,000.00
6	Back-Plugging Cement Grout-Installed	CY	5	$ 3,000.00	$ 15,000.00
7	Back-Plugging Gravel and Sand-Installed	CY	1	$ 2,500.00	$ 2,500.00
8	Specific Capacity Testing	EA	2	$ 2,500.00	$ 5,000.00
9	Acidization of Well F-12	LS	1	$ 15,000.00	$ 15,000.00
10	Well Development	HRS	20	$ 250.00	$ 5,000.00
11	Water Quality Analysis	LS	1	$ 3,000.00	$ 3,000.00
12	Disinfection	LS	1	$ 2,500.00	$ 2,500.00
13	Site Restoration (Grading and Sod)	LS	1	$ 1,450.00	$ 1,450.00
14	Install and Reconnect Pump and Column Pipe and Rectify the Well	LS	1	$ 9,262.00	$ 9,262.00
15	Total				$ 101,212.00

Additional Items

16	SS line shft, Column pipe, and hardward (including installation)	FT	80	$ 250.00	$ 20,000.00

Time frame for SS pipe & column : __45____ Calendar days

This is the only form accepted unless directly in a future addendum.

This form can only accept 2 decimals in the unit price
Example: $5.255 not acceptable
$5.25 acceptable

SEALED ELECTRONIC BID (E-BID) DOCUMENTS FOR

CITY OF PORT ST. LUCIE

Well F-12 Rehabilitation

Sealed Electronic Bid # 20160200
(E-BID)

Prepared by:
Gina Jolly, Buyer
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4055 Fax: 772-871-7337
Email: gjolly@cityofpsl.com

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Attachments:

Attachment A- Location Map Figure 02523-A
Attachment B- Location Map Figure 02523-B
Attachment C- Scope of Services

INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160200 for the Well F-12 Rehabilitation will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **December 20, 2016 at 2:00:00 P.M. EST.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact Demandstar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time shall be scrupulously observed. Under no circumstances shall bids uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

The City of Port St. Lucie reserves the right to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bids, abandon the project in its entirety, or take other such action as serves the best interests of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Gina Jolly in the City of Port St. Lucie Procurement Management Department, email: gjolly@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **December 13, 2016** may not be answered, and will not be cause for additional compensation. To ensure

fair consideration for all Bidders, it must clearly understand that Ms. Jolly is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, **including the Mayor**, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from Demandstar by Onvia.com you are not on record as a plan holder. The Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 37
- E-Bid Reply Sheet #20160200, pages 12 - 15 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)

Gina Jolly, Buyer

CAUTION: ***Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

E- BID # 20160200
Well F-12 Rehabilitation

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Well F-12 Rehabilitation Project. The Contract period is estimated at one hundred eighty (180) calendar days with no renewal option.

It is the intent of the City to enter into a per unit fixed price basis contract with one (1) qualified Contractor for the Rehabilitation of Well F-12 Construction Project. The Contractor shall supply all labor, supervision, equipment, machinery, tools, materials, transportation, warrantees and other incidentals required to complete the work in accordance with the Contract Documents and Construction Plans.

The Contractor must have all the required licenses and certifications necessary to perform the required work in the City of Port St. Lucie. The approved license for this project is a Florida Water Well Contractor license from a Florida Water Management District. It is the Contractor's responsibility to verify with the City of Port St. Lucie Building Department that their current license allows them to perform the work prior to submitting a bid.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, its employees and their financial or legal interests.

NOTE: The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies, Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 <u>Invitation to Bid</u> - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 <u>Cost of Preparation of Bid</u> - The City will not be responsible for any cost incurred by any Bidder in the preparation of his/her bid.

1.3 <u>Examination of Drawings, Site and Contract Documents</u> - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to

fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective Bid Reply Sheet. Bidders shall guarantee that said price(s) shall be firm, not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160200. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Three (3) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations

- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements. Lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  The City will evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on Line Items 1 – 14 that represents the best value to the City

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6.1 <u>Collusion</u> - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 <u>Negotiation of Bids</u> - The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 <u>Best and Final Offer</u> - The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement - If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160200 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

A. Request Bid Specifications, #20160200 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160200 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet #20160200.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160200. Totals shall agree with the E-Bid Reply Excel Spreadsheet that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160200 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet #20160200 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160200, Non-Collusion Affidavit of Prime Bidder, 5% Bid Bond (to be received within five (5) business days after the opening, Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160200. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms N/A

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business

with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with their bid package.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by removing all documents from Demandstar

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

2.3 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the

required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names –N/A

3.3 Protests - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

E-Bid Reply Sheet #20160200

Well F-12 Rehabilitation

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( )_____ FAX NO. ( )_____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Total Number of Staff at this present location: _____

Total Number of Staff for your Firm within the Treasure Coast Area:_____

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

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

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: _____ %

Please Note: The City has implemented a ***Purchasing Card Program.*** *The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Line 15: $_____
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160200 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line	DESCRIPTION	UNIT	QUANTITY
1	Mobilization, Demobilization	LS	1
2	Insurance, Permits Administrative Costs	LS	1
3	Site Preparation and Restoration (Fence and pump house panel removal and installation)	LS	1
4	Disconnect and Remove Pump and Column Pipe	LS	1
5	Install and Remove Discharge Line	FT	200
6	Back-Plugging Cement Grout-Installed	CY	5
7	Back-plugging Gravel and Sand-Installed	CY	1
8	Specific Capacity Testing	EA	2
9	Acidization of Well F-12	LS	1
10	Well Development	HRS	20
11	Water Quality Analysis	LS	1
12	Disinfection	LS	1
13	Site Restoration (Grading and Sod)	LS	1
14	Install and Reconnect Pump and Column Pipe and Rectify the Well	LS	1

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount

shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

5.4 Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

5.5 List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

5.6 List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

6. List three (3) Well Rehabilitation similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. Do not list the City of Port St. Lucie as a reference.

Project Number 1

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

8. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

10. CERTIFICATION

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

_____ _____

Signature Date

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

_____ _____

Signature Title

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

********(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)********

CITY OF PORT SAINT LUCIE
CONTRACT #20160200

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

Pierre Vignier
City of Port St. Lucie Utility Systems Department
900 SE Ogden Lane
Port St. Lucie, FL. 34983
Telephone 772-873-6400
Email: pvignier@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160200, **Well F-12 Rehabilitation** including all Attachments, all Addenda, Construction Plans, and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The Work to be done under this Contract includes the testing, cementing and rehabilitation/treatment including acidization of City of Port St. Lucie Floridan Aquifer Production Well F-12 at the JEA Wellfield in Port St. Lucie, Florida. Upon completion of the Work, the project site shall be restored to its original condition. The Contractor shall furnish all labor, equipment and material required for the rehabilitation of one (1) open-hole, water supply well and specified herein as Floridan Aquifer Well No. 12 (F12). It is the intention of this project to plug back and rehabilitate Well F12 to reduce chloride-ion concentrations and maintain production capacity. Furnish all labor, equipment and material required to remove and re-install the permanent pump, column piping, and associated valves and electrical connections for the well and perform all work outlined in this Technical Specification. All labor, material, equipment and operations included in this section shall be in accordance with American Water Works Association (AWWA) Standards for Deep Wells (AWWA A100-06,) which the present specifications supplement or modify to fit the particular need or conditions to be encountered in the proposed work. Work also shall conform to applicable portions of Chapters 62-531, 62-532, 62-550, 62-555 and 62-560 Florida Administrative Code (FAC) and all other applicable regulations.

Work is expected to be completed in a thoughtful and expeditious sequence. Discharge of highly turbid water will not be allowed and methods of control abatement must be considered in this E-Bid.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

Weather Days: The City may grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate one hundred eighty (180) calendar days thereafter on _____, 2017. The Contractor will be required to commence work under this

Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $_____, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to each Pay Request.

Any updated Project Schedule is to be submitted with each Pay Request. Progress payments may be negotiated if payment is made by the Visa Procurement Card.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate .5 % per month on the unpaid balance.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in

thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager as required under Section XIII of the Contract.

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

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

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

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification

shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160200 –Well F-12 Rehabilitation shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: N/A

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not

be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

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

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

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

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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

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

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and

prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City nine hundred fifty eight ($958.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

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

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

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

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
Interim City Manager

By:_____
Authorized Representative of (company name)

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

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

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160200
PROJECT TITLE: Well F-12 Rehabilitation

State of _____}

County of _____}

_____, being first duly sworn, disposes and says that:
(Name/s)

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this_____
(Date)

by:_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

_____
Notary (print & sign name)

Commission No. _____

"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

Name of Organization/Proposer

_____

Signature _____

Printed Name and Title

_____

Date _____

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

CHECKLIST
BID # 20160200

PROJECT TITLE: Well F-12 Rehabilitation

Name of Bidder:_____

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

_____ Bid Reply Sheet #20160200 with proper signatures upload to Demandstar.

_____ E-Bid Reply Excel Spreadsheet –uploaded to Demandstar.

_____ Drug-Free Workplace Form uploaded to Demandstar.

_____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160200.

_____ W-9 as per Section 1.13 uploaded to Demandstar.

_____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

_____Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Contractor's Questionnaire uploaded to Demandstar.

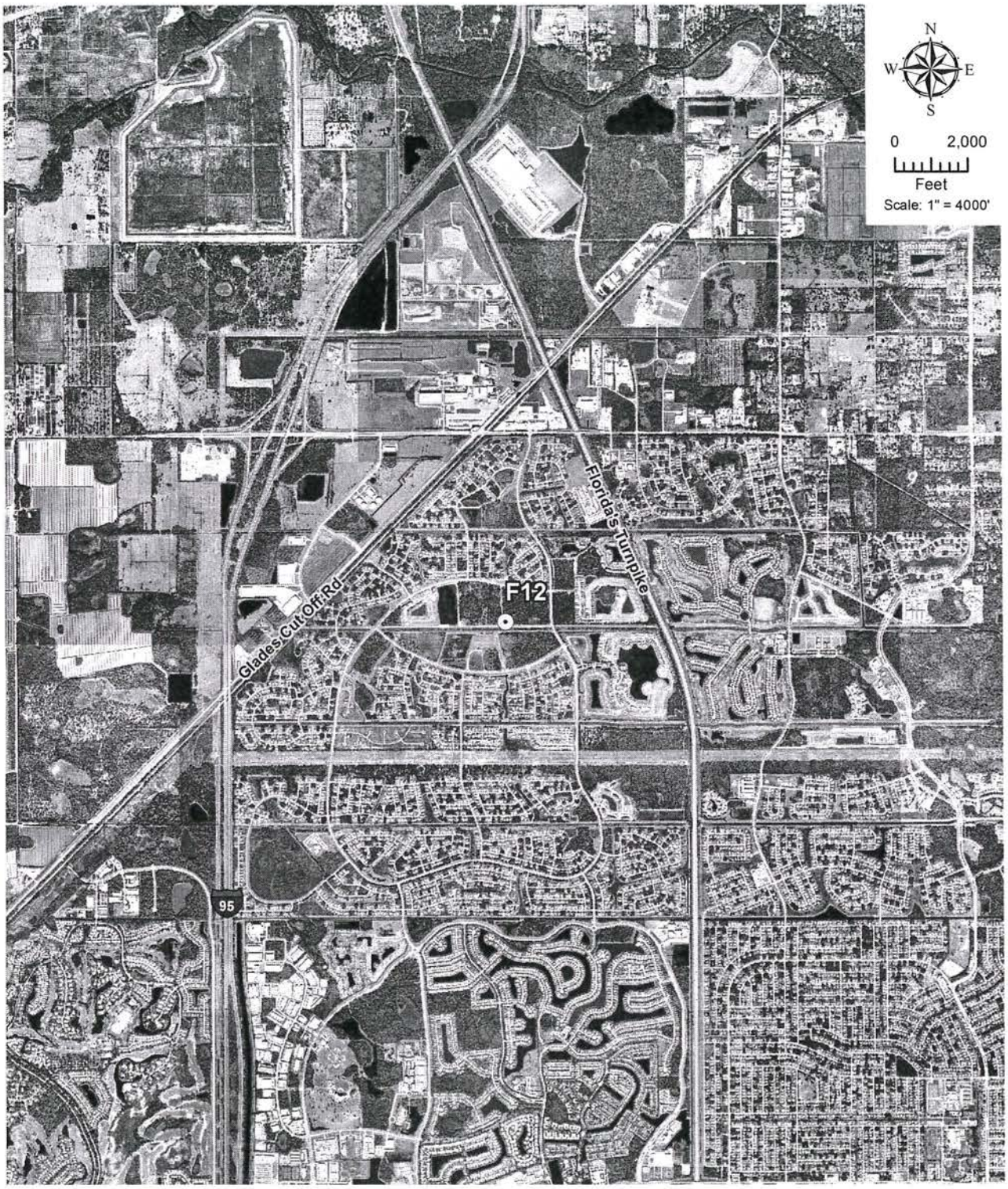
_____Required forms: Non-Collusion Affidavit of Prime Bidder; Vendor Code of Ethics. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

_____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

20160200 Attachment A



LOCATION MAP FOR WELL F12
WELL REHABILITATION AND TESTING
CITY OF PORT ST. LUCIE, FL

FIGURE 02523-A

Legend

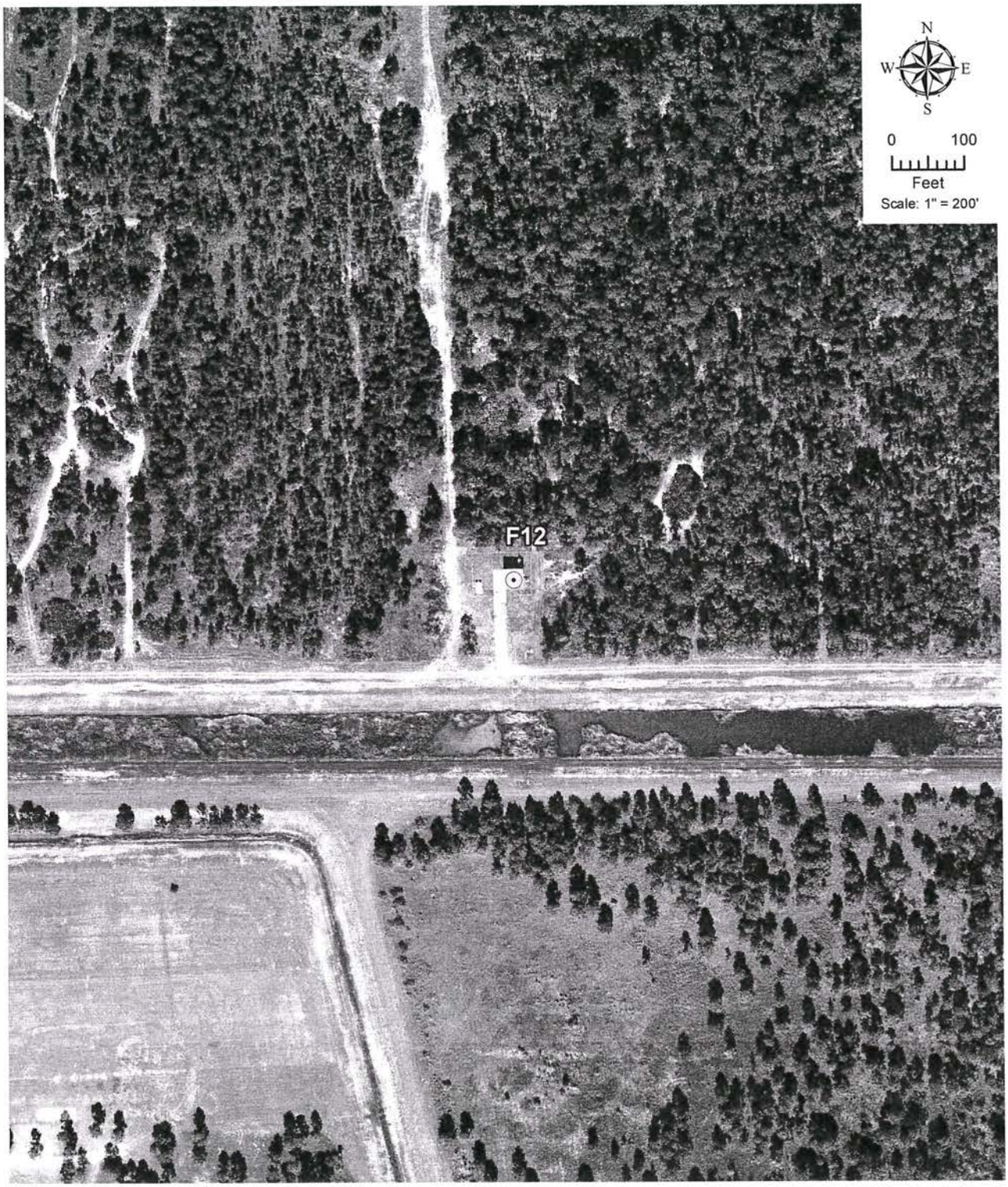
⊙ Well Location

Project: 16-10-0413	Projection: State Plane Florida East	
Prepared: 07-13-16	Horizontal Datum: NAD83	Vertical Datum: N/A
Prepared by: VCD	Modified by:	Modified:
Y:\Projects\2016\16-10-0413 PSL Well F12 Rehabilitation\ArcGIS\ArcLayout\PSL_F12.mxd		

Disclaimer
Ardaman & Associates used the following data "as is" and makes no representation as to the accuracy of the data:
Aerial Photo 2011 NAIP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants
Phone: 407-855-3860 Fax: 407-859-8121
8008 South Orange Avenue
Orlando, Florida 32809

20160200 Attachment B



LOCATION MAP FOR WELL F12
WELL REHABILITATION AND TESTING
CITY OF PORT ST. LUCIE, FL

FIGURE 02523-B

Legend

⊙ Well Location

Project: 16-10-0413	Projection: State Plane Florida East	
Prepared: 07-13-16	Horizontal Datum: NAD83	Vertical Datum: N/A
Prepared by: VCD	Modified by:	Modified:
Y:\Projects\2016\16-10-0413 PSL Well F12 Rehabilitation\ArcGIS\ArcLayout\PSLF12B.mxd		

Disclaimer
Ardaman & Associates used the following data "as is" and makes no representation as to the accuracy of the data:
Aerial Photo 2011 NAIP

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants
Phone: 407-855-3860 Fax: 407-859-8121
8008 South Orange Avenue
Orlando, Florida 32809

Attachment "C"

PRODUCTION WELL
REHABILITATION AND TESTING

PART I - GENERAL

1.01 SCOPE OF SERVICES

A. The Work to be performed under this Section includes the furnishing of all labor, materials, equipment, and all other facilities and incidentals necessary to rehabilitate and test production well F12 as summarized below.

B. The tasks needed to rehabilitate and test well F12 shall include, in summary:

1. Obtaining all permits required to modify the well and to discharge brackish water to a surface water feature.

2. Gaining access to the pump and well by removing the fence surrounding the well house as required and the access hatch above the well.

3. Setting a discharge pipe from the well to the adjacent drainage ditch or other discharge point.

4. Killing artesian flow in the production well prior to pump removal and restoring flow prior to development, testing and sampling.

5. Removing and installing the production pump.

6. Installing and removing the test/development pump.

7. Back-plugging the well with cement and possibly gravel to 1,100 feet below land surface (bls).

8. Develop the well after back-plugging.

9. Perform specific capacity test after back-plugging.

10. Acidization of the well to increase specific capacity.

11. Develop the well after acidization.

12. Perform specific capacity test after acidization and development with water quality analysis.

13. Disinfecting, testing, and recertifying the well for public supply service.

14. Restore site to original condition.

C. Site and facilities description:

1. The general well location for wells F12 is shown in Figure 02523-A (Attachment A). Well F12 is located approximately 1,500 feet southwest of the intersection of NW East Torino Parkway and North Torino Parkway in the City of Port St. Lucie, Florida, as shown in Figure 02523-B (Attachment B).

2. The well is located in a concrete block pump house, inside a chain-link security fence.

3. Access to the pump in each well will be via a removable roof access hatch.

4. Casing for the well is constructed of 17.4-inch outside diameter PVC, with an inside diameter between 15.08 and 15.35 inches.

5. The average potentiometric head of the open borehole in the Floridan aquifer is expected to be about 10 to 20 feet above land surface at the site, therefore, flowing well conditions are to be expected.

6. There is no potable water available at Well F12. Any potable water required for testing or disinfection must be trucked in to the site.

Well	Casing Length (ft)	Current Total Depth (ft)	Casing Diameter (in)
F12	857	~1,170	17.4

D. Rehabilitation and testing of the well shall comply with South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP) rules and regulations, and with any other applicable federal, state, and local rules and regulations.

E. The Work includes the furnishing of all labor, materials, equipment and all other facilities and incidentals necessary to disinfect the well and bacteriologically clear it after testing and prior to placing the well back in service, as required by FDEP.

F. Location of all existing utilities will be the Contractor's responsibility. Damage to any utilities shall be repaired at the Contractor's expense.

G. Water quality testing shall also be performed during the testing of the well. Sampling and testing for water quality parameters will be performed by the Engineer. The Contractor shall coordinate with the Engineer for sampling times and shall provide the necessary access to the well being tested. The Contractor is responsible for all analytical costs associated with the water quality sampling and analysis related to the discharge of drilling and development waters off-site.

H. These Specifications are intended to be a general description of the required work, but may not cover all contingencies that may occur during well testing. Changes or variations from the work plan shall be communicated to the City in writing and shall be approved in writing by the City prior to execution.

I. At the conclusion of work, or in the event of a hiatus in work, the well shall be disinfected to remove bacteriological contamination in accordance with AWWA Water Well Standards A100-06 and ANSI/AWWA C654.

J. The Contractor shall establish his work sequence based on the use of crews to facilitate rehabilitation and testing within the allotted contract time.

1.02 REFERENCE TO STANDARDS

A. This work entails testing, disinfection, and possible changes to the well. New materials (grout) may be added to the well to back-plug portions of the well that are found to be producing unacceptable quality water. AWWA, ASTM, ANSI, and API standards shall apply as referenced herein. Standards shall include, but are not restricted to the following:

1. AWWA Water Well Standards A100-06.

2. AWWA Standard for Disinfection of Wells, C654-97.

3. ASTM Portland Cement Standards, C 150-92.

1.03 SUBMITTALS

A. Copies of all documentation required to establish compliance with the specifications shall be submitted. Submittals shall include descriptive literature, bulletins, and/or catalogs providing description of all materials and mill certifications by material and specification (e.g., ANSI).

1.04 REVIEW

A. Copies of all permit applications shall be submitted to the City no less than three (3) days prior to submittal.

B. The proposed method of well disinfection and a list of proposed materials shall be submitted to the City for approval no less than two (2) days prior to well disinfection.

1.05 PERMITS

A. The Contractor shall be responsible for obtaining permits from the St. Lucie County Health Department to modify the well as determined by the City during testing. The permit shall be available for inspection at the site during construction activities intended for modification of the well. Once obtained, a copy shall be kept on-site at all times. The Contractor shall be responsible for obtaining permit time extensions, if work extends beyond the valid permit duration.

B. The Contractor shall be responsible for obtaining any additional federal, state, or local permits required for testing or rehabilitating the well or discharging water from the site. If a generic discharge permit is required by the FDEP, the Contractor shall be responsible for obtaining the permit and for the compliance of all permit conditions.

C. The Contractor shall not perform any work on the well until appropriate permits are obtained.

D. The Contractor shall furnish separate copies of all permit applications to the City for review as described in Section 1.04, and shall deliver a copy of each permit to the City by certified mail within 2 days of receipt.

E. The Contractor is responsible for all permit fees.

1.06 QUALIFICATIONS

A. The Contractor responsible for testing and rehabilitating the well shall be licensed by a Florida WMD as a water well contractor employing only competent workmen for the execution of this Work, and all such Work shall be performed under the direct supervision of an experienced well driller satisfactory to the City and City.

B. The City may make any other investigations deemed necessary to determine the ability of the Contractor to perform the Work, and the

Contractor shall furnish to the City all such information and data for this purpose as the City may request.

C. The Contractor shall furnish satisfactory evidence upon request that all materials to be furnished in performing the specified Work are new and all equipment to be used is in good working order.

D. The Contractor shall complete the Work described in this Section in accordance with (a) the American Water Works Association Standard for Water Wells (AWWA A100-06), (b) applicable portions of the Rules of the SFWMD, Chapter 40E-3, F.A.C., and (c) applicable portions of the Rules of the FDEP, Chapter 62-555, and 62-532 F.A.C.

1.07 PROJECT RECORDS

A. Before proceeding with the rehabilitation and testing of the well, a report listing the source and description of the materials to be used shall be submitted to the City.

B. During rehabilitation and testing of the well, the Contractor shall maintain at the work site a complete log setting forth the following:

1. An up-to-date copy of the Contractors daily work log. The daily log shall include a record of the name and affiliation of all workers and managers who are present on site and the names, affiliations, and periods of visitation for all visitors to the site. Site visits by representatives of the City or regulatory authority shall be noted.

2. Copies of all issued permits and pending permit applications.

3. Current and accurate copies of Safety Data Sheets (SDS) for all materials used in executing the work or stored on site.

4. The surveyed reference point for all depth measurements.

5. The depth interval of current work.

6. The depth interval from which each water sample is taken.

7. Other pertinent data requested by the City.

C. Water samples will be collected by or at the direction of the Engineer at selected intervals in the Floridan aquifer during testing. Two samples shall be collected from each interval and each sample container shall be clearly and legibly labeled with the following information:

1. Sample identification that includes well ID and depth interval (such as, "*F12, depth 857 – 1100 ft*").

2. Analyses intended for the sample container.

3. Sequence number (as in "*F12, 857 – 1100 ft, 1 of 2*).

4. Person who collected the sample.

5. Date sampled.

6. Time sampled.

D. A daily report shall be maintained and delivered upon request to the City or his representative at the well site. At a minimum, the report shall give a complete description of number of hours on the job, shutdown time due to breakdown or other cause, the fluid level in the hole measured daily before starting pumps, tasks performed during each 24-hour period, workers present during each 24-hour period, all items specified in Section 1.07 B. and such other pertinent data as requested by the City.

1.08 PRODUCT STORAGE AND HANDLING

A. All parts and equipment removed during execution of the work shall be properly protected so that no damage or deterioration will occur during the time between removal and re-installation.

B. All equipment and parts must be properly protected against any damage or deterioration during storage.

C. Column pipe, drive shafts, and appurtenances shall be stored as recommended by the manufacturer and supplier.

D. Factory assembled parts and components shall not be dismantled unless permission is received in writing from the City.

E. Finished surfaces of all exposed pump openings shall be protected by wooden blanks, strongly built and securely bolted thereto.

F. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.

PART 2 - PRODUCTS

2.01 CEMENT GROUT

A. Grout shall be Type II (ASTM C150) neat Portland cement and proportioned in accordance with AWWA A100. The grout mixture may contain up to 6 percent (by volume) of bentonite clay and will be subject to testing at the discretion of the City. Grout not meeting the specification shall be rejected. The Contractor shall have an approved method of testing density of grout on site.

B. Approximately 5.2 gallons of fresh water shall be added to a 94-lb sack of cement yielding a weight of roughly 15.6 lbs/gal for neat cement grout. A maximum of 9.1 gallons of fresh water shall be added to a 94-lb sack of cement with 6 percent bentonite added to yield a weight of approximately 13.5 lbs/gal for cement bentonite grout. Mixes between these two grout mixtures shall comply with manufacturer recommendations and shall yield weights between 13.5 and 15.6 lbs/gal.

2.02 WELL COVERS

A. Whenever work on the well is interrupted, such as during an overnight shutdown, the well opening shall be sealed with a substantial cover in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C. At all times during construction of the well, the Contractor shall use reasonable precautions to prevent both tampering with the well and entrance of foreign material into the well.

B. The cover shall be watertight, restrict the positive upward pressure, and stop flowing conditions at the wellhead.

2.03 DISINFECTANT

A. Disinfectant solution shall be at a minimum concentration of 50 mg/L of chlorine or approved disinfectant within the recommended concentration range for the full length of the well.

PART 3 - EXECUTION

3.01 SITE PREPARATION AND RESTORATION

A. The well is located in a concrete block pump house, inside a chain-link security fence. Access to the well and may be restricted by the fence. The fence may be removed to facilitate access to the well. If so, the fence shall be restored to original condition upon completion of work.

B. Damage to streets, roads, driveways, curbs, sidewalks, landscaping, and turf shall be repaired to original condition by the Contractor.

3.02 PUMP REMOVAL

A. The pump shall be disconnected from electrical service by the City. The City shall assist the Contractor with other disconnections within the well house such as the magmeter and pressure transducer.

B. The Contractor shall kill the artesian flow of the well prior to removal of the column pipe and pump. Flow shall be restored prior to testing and sampling.

C. The Contractor shall remove the motor, shaft, column pipe, and pump, and shall store them at the JEA Water Treatment Plant for Well F12 equipment.

3.03 DISCHARGE CONTROL

A. Discharge pipe shall be laid from the well to the point of discharge. The discharge pipe will be laid only within dedicated public easements or rights-of-way unless Contractor has obtained written permission for use of private property. If a right-of-way utilization permit is required, the Contractor shall obtain the permit in accordance with the permitting authority.

B. The quality of water discharged from the production well and allowed to flow to the surface water discharge points shall be monitored by the Contractor. Both dissolved oxygen and salinity may cause harm. The Contractor shall be responsible for maintaining conditions at the point of discharge within acceptable limits of the FDEP.

C. Dissolved oxygen concentrations shall be maintained by the Contractor at a minimum of 5 mg/L at the points of discharge. This shall be achieved by injecting compressed air in the discharge line a minimum of 50 feet upstream of the end of the discharge pipe. Alternate methods of aeration may be approved by the City, if the ultimate goal of dissolved oxygen concentration can be achieved.

D. Testing is not anticipated to yield turbid water; nonetheless, turbid water may be generated by other on-site activities. The Contractor shall limit turbidity to a maximum of the background canal turbidity plus 29 NTU at the point of discharge.

E. Dissolved oxygen, salinity, and turbidity concentrations shall be monitored using calibrated equipment. The Contractor shall monitor and record dissolved oxygen, salinity, and turbidity once per hour during discharge.

3.04 WELL BACK-PLUGGING

A. The depth of back-plugging has been determined to be 1,100 feet bls from the existing 1,170 feet bls depth. Caliper logs performed on this well by MV Geophysical on July 2, 2015 indicate the total borehole volume changed from about 40 barrels (bbl) at 1,170 feet bls to 55 bbl at 1,100 feet bls for a net change of 15 bbl for the interval to be back-plugged.

B. The Contractor shall plug portions of the well by injection of neat Portland cement in accordance with standards and procedures specified in the Rules of the SFWMD, Chapter 40E-3, F.A.C.

C. Certain portions of the borehole to be abandoned may be fractured or cavernous, and may require installation of gravel with a sand cap to fill in such voids prior to continuing with stages of grout. The gravel and sand shall be installed via the tremie pipe method.

3.05 GROUTING

A. Grouting for back-plugging shall be done in accordance with the Rules of the SFWMD, Chapter 40E-3, F.A.C.

B. All grouting shall be performed in the presence of the Engineer and a SFWMD representative.

C. Before proceeding with placement of the grout, the Contractor shall secure the City's approval of the proposed method of placement. No method will be approved that does not specify the forcing of grout from the bottom of the space to be grouted towards the surface.

3.06 WELL DEVELOPMENT

A. The well shall be developed after completion of the back-plugging and after completion of the well acidization.

B. The water supply well shall be developed by surging and interrupted over-pumping, or other methods approved by the City & Engineer. Over-pumping shall be at various rates up to 2,000 gpm or greater. Development shall continue until the well produces less than 1 ppm of sand at 1,800 gpm. It shall also continue until turbidity in the well is below 1 NTU after 5 minutes of uninterrupted pumping at 1,800 gpm. The Contractor shall test the turbidity and sand content at least every four hours during development and report the results to the City's on-site representative & Engineer.

C. If the method of development employed by the Contractor is not yielding satisfactory results, which, in the opinion of the City, will produce levels of

sand and turbidity that meet the acceptance criteria following the specified development period, the City may suspend work, and request that the Contractor modify his development procedure prior to continuation of further development.

D. Sand content shall be determined in the well using a Rossum sand tester or approved equivalent. It is the responsibility of the Contractor to secure prior written approval from the City for any changes in the sand content testing method.

E. Well development shall be deemed complete when sand content and turbidity are below the levels specified in Paragraph 3.06 A. It is the responsibility of the Contractor to attempt to meet the development criteria by the methods outlined.

F. If the development criteria are not met after the time specified on the bid form for aggressive development using methods approved by the City, the City and Contractor shall meet to evaluate alternative development methods. It is not the intent of these criteria to place the entire burden on the Contractor for circumstances and events beyond his control. If, after due diligence by the Contractor and City, the development criteria cannot be met, these criteria may be waived.

3.07 ACIDIZATION

A. Once the borehole is back plugged and redeveloped, if the well has insufficient specific capacity, then the well shall by acidized.

B. Acidization shall be performed by the Contractor in order to increase the specific capacity and productivity of the well. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section. All work regarding acidization will be performed in a safe manner ensuring the safety of all workers and protection of the facilities.

C. Hydrochloric acid (18/20 Baume) shall be used to acidize the well and it shall be an NSF approved product. The acid shall be injected into the formation at specified depths via injection tubing and blended with RO raw water at a rate of about 170 gpm. It is anticipated that the volume of acid of 500 gallons with blend water shall be injected over two days for a total volume of approximately 500,000 gallons of treatment acid applied. The anticipated pH of the treatment acid blend is 2.3 units.

D. The Contractor shall monitor pressure buildup within the well during the acidization process and shall have a system in place to relieve the pressure due to dissolution of the carbonate formation and the release of

carbon dioxide within the well. The discharge shall be controlled to flow to a tanker truck to prevent release of acidic liquids to the environment.

E. If required, development water from the well after the acidization shall be neutralized prior to discharge to surface water bodies.

3.08 SPECIFIC CAPACITY TESTING

A. A specific capacity test will be conducted on the water supply well after back-plugging and then after acidization followed by development. The test will consist of pumping the well at a constant rate for a specified period or until the water level drawdown stabilizes in the water supply well.

1. Background and pump test water levels shall be obtained by the pressure transducers with data loggers from the water supply well.

2. Discharge rates shall be measured and recorded periodically throughout the test by the Contractor. The totalizing flow meter reading shall be recorded every 15 minutes for the duration of the test.

3. If possible, water levels shall also be collected manually by the Contractor for the duration of the test.

4. Water levels shall be collected by the Contractor at the end of the discharge test until the pumping well recovers within 0.05 feet of the original static water level or a minimum of 1 hour.

5. A copy of the test data collected by the data logger will be provided to the City for reduction and analysis in its raw form in ASCII or Microsoft® Excel format. A copy of all other data, hand written or otherwise, collected for the test will also be provided to the City for reduction and analysis.

B. Prior to the start of well testing, the Contractor shall install test data collection equipment. The pump and all measuring or testing equipment must be disinfected prior to being placed in the well.

1. A 1¼-inch nominal diameter pipe, open only at the top and bottom and suitable for water-level measurement using a pressure transducer, shall be installed in the pumping water supply well. The top of the pipe shall be installed at or slightly above land surface and be accessible during the pumping test as directed by the City. A fitting allowing for the watertight sealing of the access pipe around the transducer cable must be provided. The bottom of the pipe shall be 3 feet above the top of the pump bowl assembly.

The inside of the pipe shall be smooth and unobstructed, and the pipe shall be sufficiently plumb and straight so that there will be no interference with measurement.

2. A gate valve shall be installed in the discharge pipe located at the well head. The valve shall be in good condition and shall be capable of controlling the discharge rate of the well.

3. A totalizing flow meter calibrated to read within 5% of actual discharge shall be installed in the discharge pipe to measure the discharge during testing.

C. During testing of the well, the Contractor will record discharge rates and water levels in the well at predetermined times. For this purpose, the Contractor shall operate the pump without interruption, at no more than 2 percent fluctuation in the designated rate of discharge, during the full period of the test. If a test is started but must be stopped due to equipment breakdown or inadequate supervision by the Contractor, no extra payment will be made for the time spent pumping before the test had to be stopped, or the time spent waiting for recovery before the test is restarted. If any part of the pumping equipment fails to operate properly or impairs the proper functioning of another element or instrument involved in the test, the equipment shall be removed and repaired at the expense of the Contractor and no extra payment will be made for the delay.

D. The discharge rate for the specific capacity testing will be 1,800 gpm.

3.09 WATER QUALITY ANALYSIS

A. Water quality samples shall be collected for laboratory analysis at the end of the final specific capacity test. The samples shall be analyzed for inorganic parameters including turbidity, specific conductance, pH, total dissolved solids, and chloride.

B. The water samples shall be collected from a smooth sample port while the well is being discharged at the design pump rate.

C. The Contractor shall be responsible for coordination with the state-approved analytical laboratory for the delivery of the required sample containers, appropriate storage and delivery of samples to the laboratory, and for all the analytical costs.

3.10 WELL DISINFECTION

A. Following completion of testing and back-plugging, the well shall be disinfected to remove bacteriological contamination in accordance with AWWA Standards A100-06 and ANSI/AWWA C654. The well shall also be disinfected at any time when work on the well is stopped and not expected to recommence for a period of greater than 7 days.

B. A disinfectant solution shall be prepared and applied so that a minimum concentration of 50 mg/L of available chlorine shall be maintained for the entire depth of the well. An alternative approved disinfectant can be prepared within the recommended concentration range and applied to the entire length of the well. The solution shall be allowed to remain in the well for at least 2 hours or at least the minimum holding time for the alternative disinfectant.

C. A sufficient volume of disinfectant must be applied to the well bore and aquifer to disinfect the well in accordance with the latest revision of Chapter 62-555.315, F.A.C.

D. After the well has been chlorinated and pumped to waste or allowed to free flow for a minimum of 15 minutes with zero chlorine residual, duplicate analyses shall be taken not less than 30 minutes apart and the samples tested for the presence of coliform in accordance with Standard Methods for the Examination of Water and Wastewater. Additional samples shall be collected until samples collected on five consecutive days do not show the presence of coliform bacteria. When no coliforms are present for five consecutive days, disinfection shall be considered complete.

E. Chlorinated water from the well must be impounded or neutralized with sodium bisulfite or sulfur dioxide to reduce the residual to less than 0.02 mg/L prior to discharge to surface waters.

3.11 PUMP AND MOTOR INSTALLATION

A. After completion of testing and back-plugging, the pump, shaft, column pipe, and motor shall be re-installed and certified by the contractor as suitable for service. After back-plugging, the pump column may need to be extended to a total depth of 80 feet. The Contractor shall provide the City with a preliminary proposal to extend the pump column to that depth.

B. Installation shall be in strict accordance with the Manufacturer's instructions and recommendations in the locations shown on the Drawings. The manufacturer's service representative shall hook up the

line shaft couplings. Installation shall include furnishing the required oil and grease for initial operation. The grades of oil and grease shall be in accordance with the Manufacturer's recommendations. Anchor bolts shall be set in accordance with the Manufacturer's recommendations.

C. The Contractor shall be responsible for supplying, installing, removal and restoration of temporary discharge piping required in order to dispose of groundwater from the Floridan aquifer during pump removal, testing, rehabilitation, installation, and disinfection. Temporary piping shall be supplied to convey the water from the well to a nearby drainage improvement suitable for discharge in accordance with FDEP Generic Permit for Discharge of Produced Groundwater from any Non-Contaminated Site Activity routed through existing easements and right-of-ways to the point of discharge. Contractor is responsible for contacting FDEP and obtaining permission and/or applicable permits or permit modifications as required for discharge/disposal of groundwater from the Floridan aquifer during pump testing and development activities.

D. The contractor shall conduct Functional Tests on the pump after installation, but prior to placing the pump back in service. The testing will include testing compete assemblies for correct rotation, proper alignment and connection, and quiet operation.

3.12 WELL CLEARANCE

A. No raw water shall be discharged into the raw water piping system until the well has been redeveloped, disinfected, and cleared for service by the Florida Department of Environmental Protection.

B. After the permanent well pump has been installed, the well shall be developed with the well pump at a flow rate of no less than 1,750 gpm for a period of up to 20 hours. The turbidity of the raw water shall be monitored by the Contractor during development. Development shall be considered complete when the turbidities are less than 0.5 NTU for at least an hour based upon measurements taken every ten minutes and the turbidities are not decreasing more than twenty percent from the beginning to end of the hour.

C. After the well has been successfully redeveloped, the Contractor shall disinfect the well and well pump installation. The Contractor shall introduce sufficient chlorine solution into the well and permanent discharge piping to produce a chlorine residual of 50 mg/l in accordance with AWWA C651 and C654. The Contractor shall submit his procedures for disinfection to the City for review and comment prior to proceeding with disinfection. The chlorine residual shall be measured until it drops to zero, at which time the well shall be pumped to waste for a minimum of 15

minutes and turbidities checked to be less than those specified in 3.10B, the well shall be ready for bacteriological evaluation.

D. The Contractor shall furnish the necessary labor and equipment to assist the City in obtaining 20 daily bacteriological samples sufficient to recertify the well for service. The samples shall be obtained using the permanent pump and taken after 20 to 30 minutes of pumping. The City shall collect the samples and analyze them in their in-house laboratory. The Contractor will be responsible for collecting and analyzing any necessary generic discharge permit samples during that period. If all necessary samples show the absence of coliform bacteria, the City shall submit the results to FDEP and request clearance of the well for services. After receipt of clearance from the FDEP, the Contractor shall connect the well discharge piping to the raw water mains and proceed with final testing of the well installation.

E. If the wells fail the initial bacteriological evaluation, the Contractor shall redisinfect the well in accordance with 3.10C and assist the Owner in obtaining additional bacteriological samples as described in 3.10D, all at no additional cost to the Owner. If the second effort to clear the well fails, the Contractor may request a change order for the additional work required to obtain clearance of the well for service.

3.13 MISCELLANEOUS WORK AND CLEANUP

A. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

B. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

C. At all times during the progress of the Work the Contractor shall use all reasonable precautions to prevent tampering with the well or entrance of foreign material into it. The Contractor shall use extreme care to avoid damage to any equipment within and around the well house, in particular the on-site generator. The Contractor shall also maintain the site in a clean and orderly fashion at all times so that no adverse aesthetic impacts are created upon adjacent private properties or the adjacent public right-of-way. The City reserves the right to suspend work and have the site cleaned prior to proceeding, at no additional expense to City, if the site is not properly maintained.

D. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.

E. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the City shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the City.

F. Immediately upon disinfection and bacteriological clearing of the well, the Contractor shall remove all of his equipment, materials, and supplies from the site of the Work, remove all surplus materials and debris, fill in all holes or excavations, replace sod removed or destroyed during well rehabilitation and testing, and re-grade the site to conform to the contours of the land which existed before work started. Not more than two weeks will be allowed for this site restoration, and the Contractor shall complete all site restoration work within that time.

END OF SECTION

ADDENDUM # 1
BID # 20160200
Addendum Date: 12/6/16
Bid Name: F-12 Well Rehabilitation

*There is a non- mandatory site visit scheduled for Monday December 12, 2016 @ 1:45 p.m. We will meet at the JEA Water Treatment Facility, 7599 LTC Parkway, Port St. Lucie, Florida 34987.

Please make the following changes/modifications to the subject bid:

The following is revised in Attachment C/Scope of Services:

1.01 SCOPE OF SERVICES
Page 3, Section G- Water quality testing shall also be performed during the testing of the well. Sampling and testing for water quality parameters will be performed by the Engineer.

1.07 PROJECT RECORDS
Page 5, Section C- Water samples will be collected by or at the direction of the Engineer at selected intervals in the Floridan aquifer during testing.

3.05 GROUTING
Page 9, Section B- All grouting shall be performed in the presence of the Engineer and a SFWMD representative.

3.06 WELL DEVELOPMENT
Page 9, Section B- The water supply well shall be developed by surging and interrupted over-pumping, or other methods approved by the City & Engineer. Over-pumping shall be at various rates up to 2,000 gpm or greater. Development shall continue until the well produces less than 1 ppm of sand at 1,800 gpm. It shall also continue until turbidity in the well is below 1 NTU after 5 minutes of uninterrupted pumping at 1,800 gpm. The Contractor shall test the turbidity and sand content at least every four hours during development and report the results to the City's on-site representative & Engineer.

NOTE: The bid opening date <u>has not</u> been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

Addendum #2

20160200 "Revised" E-Bid Excel Spreadshet

Well F-12 Rehabilitation

Company Name: _____

Line	DESCRIPTION	UOM	QUANTITY	PRICE	TOTAL
1	**Mobilization, Demobilization**	**LS**	**1**		$ -
2	**Insurance, Permits Administrative Costs**	**LS**	**1**		$ -
3	**Site Preparation and Restoration (Fence and pump house panel removal and installation)**	**LS**	**1**		$ -
4	**Disconnect and Remove Pump and Column Pipe**	**LS**	**1**		$ -
5	**Install and Remove Discharge Line**	**FT**	**200**		$ -
6	**Back-Plugging Cement Grout-Installed**	**CY**	**5**		$ -
7	**Back-Plugging Gravel and Sand-Installed**	**CY**	**1**		$ -
8	**Specific Capacity Testing**	**EA**	**2**		$ -
9	**Acidization of Well F-12**	**LS**	**1**		$ -
10	**Well Development**	**HRS**	**20**		$ -
11	**Water Quality Analysis**	**LS**	**1**		$ -
12	**Disinfection**	**LS**	**1**		$ -
13	**Site Restoration (Grading and Sod)**	**LS**	**1**		$ -
14	**Install and Reconnect Pump and Column Pipe and Rectify the Well**	**LS**	**1**		$ -
15	**Total**				$ -

Additional Items

16	**SS line shft, Column pipe, and hardward (including installation)**	**FT**	**80**		$ -

Time frame for SS pipe & column : _____ Calendar days

This is the only form accepted unless directly in a future addendum.

This form can only accept 2 decimals in the unit price
Example: $5.255 not acceptable
$5.25 acceptable

ADDENDUM # 2
BID # 20160200
Addendum Date: 12/19/16
Bid Name: Well F-12 Rehabilitation

Please make the following changes/modifications to the subject bid:

The bid opening date has changed to December 27, 2016 @ 2:00:00 p.m.

1. Q: Will the Contractor be able to use the clients existing power source to operate the Test Pump?
A: Existing power use has been appropriate in other well rehabilitations, however the contractor shall make provisions for alternate power source if their equipment requires more than is available.

2. Q: Will the additional 80' Column Assembly be classified as an Optional Bid Item?
A: Yes, along with an estimated time frame to complete modifications. There will be Addendum #2 "Revised Excel Spreadsheet" to reflect the additional items.

3. Will the Contractor have the option of providing the client an inspection report on the existing pumping equipment before reinstallation for possible warranty purposes?
A: Yes

4. Q: What is the current well capacity
A: 78 gpm/ft at 1690 gpm

5. Q: Specs state the City is responsible for testing and the contractor, who is responsible for lab costs for water quality sampling and analysis?
A: Contractor is responsible for collection, testing, and costs of water quality samples during well rehabilitation Work and of requirements in the generic flushing permit.

6. Q: What will be the bact sampling setup?
A: Sample point is a spigot located prior check valve of piping that insures sufficient back pressure. Water is discharged to canal.

7. Q: What size lay flat hose to be used to the canal?
A: Discharge size shall be sufficient for well development flows as specified.

8. Q: How many gallons of acid to be used?
A: 500 gallons with blend water over 48 hours for a total volume of 500,000 gallons

9. Q: Acid price is lump sum, do you want to include an acid price per gallon?
A: Lump sum.

10. Q: Specs state development with owner's permanent pump, Is all development with contractor's test pump or is there a combined use of owner and contractor pump?
A: All development shall be contractor's pump due to the owners pump being modifications.

11. Q: Who is responsible for bact sampling testing, is it 10 consecutive passing samples over a 5 day period?
A: The City is to collect bactis as it is a normal daily laboratory responsibility and will allow the City to obtain results sooner. The FDEP requires a total of 10 samples. Two (2) samples/day, at least six hours apart, for a total of 5 days to complete the bactis survey.

12. Q: Does the City have a disposal location for the salt kill solution, where is the location?
A: City shall not be responsible for salt kill disposal.

13. Q: Where is the nearest hydrant?
A: Hydrants are not in the vicinity. Nearest potable water service is a 2" service that is ¼ mile from the well site. A 2" raw water service is also available on site.

NOTE: The bid opening date has changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

Addendum #3
E-Bid #20160200
Well F-12 Rehabilitation
December 21, 2016

Revisions:

Page 41, Section XV – the paragraph has been revised:

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. ~~Contractor must perform at least thirty percent (30%) of the contracted scope of work.~~ In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

Site Visit
E-Bid 20160200
F-12 Well Rehabilitation
12/12/16

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Gina Jolly	City of Port St Lucie PMD	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	Pierre Vignier	City of Port St Lucie USD		T
				F 850-432-2999
3.	Darryl Ross	Layne Christensen	Darryl.Ross@layne.com	T 850-997-7512
				F
4.	David W Webb Sr.	All Webb's Ent. Inc	David Webb@AllWebbs.com	T 561 718 5592
			cc. David Webb jr.@AllWebbs.com	F 561 746 4199
5.	Tim Vanasdale	City of PSL	tvanasdale@cityofpsl.com	T 772 873-6400
				F
6.	Bilmer Serrano	City of PSL	bserrano@cityofpsl.com	T 772-528-0475
				F
7.				T
				F

E-Bid Opening
E-Bid 20160200
F-12 Well Rehabilitation
12/27/16 2:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Gina Jolly	City of Port St Lucie PMD	gjolly@cityofpsl.com	T 772-344-4055
				F
2.	Brenda Leo	City of Port St Lucie	bleo@cityofpsl.com	T 871-5222
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

E-Bid Reply Sheet #20160200

Well F-12 Rehabilitation

1. **COMPANY NAME**: ALL WEBBS ENTERPRISES INC.

DIVISION OF: _____

PHYSICAL ADDRESS: 309 COMMERCE WAY JUPITER, FL 33458

MAILING ADDRESS: SAME AS ABOVE

CITY, STATE, ZIP CODE: JUPITER, FL 33458

TELEPHONE NUMBER: (561) 746-2079 FAX NO. (561) 746-4199

CONTACT PERSON: DAVID WEBB JR E-MAIL: DAVIDWEBBJR@ALLWEBBS.COM

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? FLORIDA

DAVID WEBB SR.
President

DAVID WEBB JR
Vice President

DEBORAH WEBB
Treasurer / SEC.

How long in present business: 33 YRS How long at present location: 33 YRS.

Total Number of Staff at this present location: 22

Total Number of Staff for your Firm within the Treasure Coast Area: N/A

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

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

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	12/6/16	1	12/19/16
2	12/19/16		
3	12/22/16		

shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

5.4 Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (✓)

If yes, please explain:

5.5 List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

NONE

(N/A is not an acceptable answer - insert lines if needed)

5.6 List any judgments from lawsuits in the last five (5) years:

NONE

(N/A is not an acceptable answer - insert lines if needed)

6. List three (3) Well Rehabilitation similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. Do not list the City of Port St. Lucie as a reference.

SEE LIST Project Number 1

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

8. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

10. CERTIFICATION

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

Signature _____ Date 12/16/16

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

Signature _____ Title VICE PRESIDENT

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

BIDDER REFERENCES

Key
IW - Injection Well
MW - Monitoring Well
PW - Floridan Production Well
ASR - Aquifer Storage & Recovery
IND - Industrial Well
M&R - Maintenance and Rehabilitation

References provided below are for projects awarded to and implemented by All Webbs Enterprises, Inc.

PROJECT ID NO.	CLIENT /ADDRESS/CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/14/2016	START DATE	END DATE
1	Palm Beach County 8100 Forest Hill Boulevard West Palm Beach, FL 33413 Joseph Tanacredi, P.E. Ph: (561) 493-6088 Fax: (561) 493-6085	James Andersen JLA Geosciences, Inc. Jupiter, Florida 33458 Ph: (561) 746-0228 Fax: (561) 746-0119 Email: jandersen@jlageosciences.com	Water Treatment Plant No. 11 Wells 9 & 10 Maintenance and Rehabilitation of 7 Wells Installation and Testing of 2 Production Wells **M&R, PW**	$ 2,576,190.00	100%	Jul-15	Completed
2	Fellsmere Joint Venture Fellsmere FL, 32948 Florida Organic Aquaculture, I 930 West Indiantown Road, #2 Jupiter, FL 33458	Jim McGrath L.S. Sims & Associates 1530 US Hwy 1 Rockledge, FL 32955 Ph: (321) 504-4046 Fax: (321) 504-4035 Email: jmcgrath@simsenv.com	Industrial Supply Well System Construction and Testing Permit Application Deviation Surveys and Geophysical Logs Fluid Handling, Straddle Packer Tests, Mechanical Integrity Testing FRP ^' to 1,948 feet, Open hole to 2,300 feet **IND**	$ 550,000.00	100%	Jul-13	May-14
3	City of Cocoa Beach Cocoa Beach, FL 32931	Brad T. Blais Quentin L. Hampton Associates, Inc. Port Orange, FL 32127 Ph: (386) 761-6810 Email: bblais@glha.com	Reclaimed Water ASR and Test Wells PW- 36" casing to 185' ASR-1: 18" casing to 1,230' , Open 1,230' - 1,320' SZMW -1: 6" casing to 1,235', Open 1,235' - 1,312' SMW-1: 14" casing to 800', Open 800' - 950' Geophysical logs Step-Drawdown Testing **ASR**	$ 2,482,842.90	100%	Jul-12	Sep-13
4	Polk County Utilities 330 W. Church St. PO Box 9005 Bartow, FL 33831-9005 Ph: (863) 534-6000 Nelson Stiles, P.E. (863) 298-4238	Roger Homann Envisors Engineering Winter Haven, FL 33884 Ph: (863) 324-1112	Reclaimed Water ASR and Test Wells PW- 36" casing to 185' ASR-1: 18" casing to 1,230' , Open 1,230' - 1,320' SZMW -1: 6" casing to 1,235', Open 1,235' - 1,312' SMW-1: 14" casing to 800', Open 800' - 950' Geophysical logs Step-Drawdown Testing **ASR**	$ 775,950.00	100%	Aug-15	Aug-14
5	Fort Pierce Facility 6500 Glades Cut-Off Road Fort Pierce, FL 34981 Scott Davis Email: Scott.Davis@tropicana.com Ph: (772) 465-2030	L.S. Sims & Associates, Inc. 1530 US Highway 1 Rockledge, FL 32955 Ph: (321) 549-9405 Fax: (321) 504-4035 Email: jmcgrath@simsenv.com	Back-flush, acid injection-kill well, remove wellhead, install high-pressure acid injection header with BOP. Inject acid and flush. Solids disposal. **IW-M&R**	$ 172,926.00	100%	Oct-13	Nov-13

PROJECT ID NO.	CLIENT /ADDRESS/CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/14/2016	START DATE	END DATE
6	North Regional WWTP Broward County 2401 West Copans Road Pompano Beach, FL 33069	Michael Wengrenovich Hazen and Sawyer Boca Raton, FL 33431 Ph: (954) 687-2949 Fax: (954) 987-8535	Broward County UIC Class I-2012 North Regional WWTP Monitoring Well Construct Floridan Aquifer MW and abandon MW. Dual-Zone Monitoring Well: 1,200 feet/1,600 feet **MW**	$ 1,300,000.00	100%	Jan-12	Sep-12
7	John's Island Water Management, Inc. 1 Turtle Beach Road Vero Beach, FL 32963 (772) 231-3957	James Andersen JLA Geosciences, Inc. Jupiter, Florida 33458 Ph: (561) 746-0228 Fax: (561) 746-0119 Email: jandersen@jlageosciences.com	Acidization - 7,0000 gallons F&I 30" casing to 150', drill 12" pilot hole to 620', log hole, ream 28" hole to 600', caliper logging, install 24" casing to 600', drill pilot hole to 2,200', geophysical logging, ream hole to 23" to 900', step rate test, video logging. **PW**	$535,046.00	100%	Mar-11	Aug-12
8	Glades Utility Authority Belle Glade, FL 33430	James Andersen JLA Geosciences, Inc. Jupiter, Florida 33458 Ph: (561) 746-0228 Fax: (561) 746-0119 Email: jandersen@jlageosciences.co	Glades Utility Authority Production Well PBC LRWTP New Well PW-8, WA49 Lake Region WTP PBC 39700 Hooker Highway Belle Glade, FL 33430 **PW**	$ 500,000.00	100%	Jan-12	May-12
9	The City of Coral Springs 9551 West Sample Road Coral Springs, FL 33065		Constructing 3 24" replacement surficial aquifer production wells including, drilling, setting 24" PVC casing, cementing, geophysical logging, and well **PW**	$ 306,000.00	100%	Mar-10	Aug-10
10	Town of Jupiter 210 Military Trail Jupiter, FL 33458 Brad Wagner Ph: (561) 746-5134		New construction of site work, electrical and instrumentation for two surficial aquifer wells. This includes pumps, piping, electrical, and mechanical. Connecting control wiring which communicates with Data Flow Systems. **PW**	$ 589,000.00	100%	Jan-10	Jul-10
11	Miami Dade Water and Sewer Department 3575 South Lejune Road Miami, FL 33146 Bill Pitt, P.E. Ph: (786) 552-8171		Drill, construct and test one dual zone MW and four pad MW. MW to 1,900 ft. using various steel casings strings and a final 8" casing string of Certa-lok well casing. Includes mud and reverse air drilling, artesian flow, furnishing & installing wellhead and appurtenances . **MW**	$ 1,714,639.00	100%	Jun-09	Dec-09
12	Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, FL 33410 Bruce Gregg (561) 627-2900	JLA Geosciences, Inc. 1931 Commerce Lane, Suite 3 Jupiter , FL 33458 Jim Andersen (561) 746-0228	Drill, construct and test one floridan aquifer production well to 1,650 feet using 17.4" Certa-Lok. Grouting and geophysical logging **PW**	$ 700,000.00	100%	Jan-09	Jun-09
13	Miami Dade Water and Sewer Department 3575 South Lejune Road Miami, FL 33146 Bill Pitt, P.E. Ph: (786) 552-8171		Mechanical Integrity Testing of Deep Injection Wells and Associated Services. Clean and perform mechanical integrity testing of 21 Iws. Video and clean 20 Floridan Aquifer MWs **M&R**	$ 2,887,002.00	100%	Jul-08	May-09
	Okeechobee Landfill, Inc.	Jim McGrath	IW1 Rehabilitation and Improvements				

PROJECT ID NO.	CLIENT /ADDRESS/CONTACT	CONSULTANT	PROJECT TITLE AND DESCRIPTION (SEE KEY ABOVE)	APPROXIMATE VALUE	% COMPLETE AS OF 3/14/2016	START DATE	END DATE
14	10800 NE 12th Avenue Okeechobee, FL 34972 Tony Bishop, District Manager Ph: (863) 357-0824 Fax: (863) 357-0772	L.S. Sims & Associates, Inc. 1530 US Highway 1 Rockledge, FL 32955 Ph: (321) 549-9405 Fax: (321) 504-4035 Email: jmcgrath@simsenv.com	Back-flush, chlorination, annular pressure re-rating and installation of density meter. **IW-M&R**	$ 131,100.00	100%	Oct-13	Oct-13
15	Okeechobee Landfill, Inc. 10800 NE 12th Avenue Okeechobee, FL 34972 Tony Bishop, District Manager Seth Nunes, Account Manager Email: tbishop2@wm.com Email: snunes1@wm.com Ph: (863) 357-0824 Fax: (863) 357-0772	Jim McGrath L.S. Sims & Associates, Inc. 1530 US Highway 1 Rockledge, FL 32955 Ph: (321) 549-9405 Fax: (321) 504-4035 Email: jmcgrath@simsenv.com	OLI-2010 Drill, construct and test one injection well and monitoring well using various casing strings with surface facilities. Well Completion: Injection Well Cased to 2,700 feet/Open hole to 3,500 feet. Dual-Zone Monitoring Well: 1,200 feet/1,600 Feet **IW-MW**	$ 5,125,000.00	100%	Dec-07	Oct-08
16	Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, FL 33410 Bruce Gregg Ph: (561) 627-2900	JLA Geosciences, Inc. 1931 Commerce Lane, Suite 3 Jupiter , FL 33458 Jim Andersen (561) 746-0228	Drill nominal 36" borehole, furnish and install 30" steel casing, and drill 12" pilot hole. Well acidization - 7,000 gallons. **PW** **M&R**	$810,978.00	100%	Jul-06	Aug-07
17	Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, FL 33410 Brandon Selle Ph: (561) 627-2900	JLA Geosciences, Inc. 1931 Commerce Lane, Suite 3 Jupiter , FL 33458 Jon Friedrichs (561) 746-0879	Construct one (1) Floridan Aquifer Well F-5 for SUA Total Depth= 1650' Furnish and Install 36", 30", and 20" steel casing Furnish and Install 14", 17.4", and 14" PVC casing **PW**	$678,977.00	100%	Mar-16	Dec-16
18	Palm Beach County Water Utilities Department 8100 Forest Hill Boulevard West Palm Beach, FL 33413 Diana Rivera Ph: (561) 493-6177	JLA Geosciences, Inc. 5307 Pennock Point Rd. Jupiter, FL 33458 Jon Friedrichs (561) 746-0879	Reconstruct or Modify five (5) surficial aquifer production wells and abandon one (1) well and construct one (1) new well. Max depths between 80 to 175 feet **M&R**	$1,889,310.00	100%	Feb-15	Dec-16

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that ALL WEBBS ENTERPRISES INC. does:

(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

12/14/16

Date

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we All Webbs Enterprises, Inc.
(Here insert full name and address or legal title of Contractor)
309 Commerce Way, Jupiter, Florida 33458
as Principal, hereinafter called the Principal, and Berkley Insurance Company
(Here insert full name and address or legal title of Surety)
412 Mount Kemble Ave., Suite 310N, Morristown, New Jersey 07960
a corporation duly organized under the laws of the State of Delaware
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Port St. Lucie
(Here insert full name and address or legal title of Owner)
121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984
as Obligee, hereinafter called the Obligee, in the sum of Five Per Cent of Bid Amount
Dollars ($ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

Well F-12 Rehabilitation
Bid# 20160200

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of December ~~19~~ 2016.

Nicholas Lee
(Witness)

All Webbs Enterprises, Inc.
(Principal) (Seal)

(Title)

Joann H. Behaut
(Witness)

Berkley Insurance Company
(Surety) (Seal)

(Title)
Joseph D. Johnson, Jr., Attorney-in-Fact
Florida Resident Agent

No. BI-10099c

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Joseph D. Johnson, Jr.; Brett A. Ragland; Francis T. O'Reardon; Joseph D. Johnson, III; JoAnn H. Bebout; Diedre A. Sullivan; John Scott Harris; or Kanani H. Cordero of Joseph D. Johnson & Company of Orlando, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest: Berkley Insurance Company

(Seal) By _____ By _____
Ira S. Lederman — Jeffrey M. Hafter
Senior Vice President & Secretary — Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of December, 2016.

(Seal)

_____
Andrew M. Tuma

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
All Webbs Enterprises, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
309 Commerce Way

Requester's name and address (optional)

City, state, and ZIP code
Jupiter, FL 33458

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

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

Employer identification number
5 9 - 2 4 1 8 7 6 4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Leigh Murphy Date ▶ 12/23/16

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. *Claim exemption from backup withholding if you are a U.S. exempt payee.* If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2016

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

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

PRODUCER
SUNZ Insurance Solutions, LLC. ID: (PMI)
c/o Payroll Management Inc. of Delaware
348 Miracle Strip Parkway SW Suite 39
Fort Walton Beach, FL 32548

CONTACT NAME: Paige Wenter
PHONE (A/C, No, Ext): 850 586-7420 FAX (A/C, No): 888-453-1697
E-MAIL ADDRESS: Hours@pmipeo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Payroll Management Inc. of Delaware
348 Miracle Strip Parkway SW, Suite 39
Fort Walton Beach FL 32548

COVERAGES **CERTIFICATE NUMBER:** 33427788 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCPEO000035302	6/1/2016	6/1/2017	✓ PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: ALL WEBB'S ENTERPRISES, INC.
Client Effective Date: 5/1/2016
Coverage only applies to injuries incurred by PMI & Subsidiaries active EE's while working in the state of FL.
Coverage does not apply to statutory EE's or independent contractor(s) of the client co. or any other entity. Does not cover USL&H

CERTIFICATE HOLDER

1329

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2016

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

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

PRODUCER
Bowen, Miclette & Britt of Florida, LLC
1020 N. Orlando Avenue
Suite #200
Maitland FL 32751

CONTACT NAME: Angie Desormeaux
PHONE (A/C, No, Ext): 407-647-1616 FAX (A/C, No): 407-628-1635
E-MAIL ADDRESS: certificates@bmbinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Imperium Insurance Company	35408
INSURER B : Westchester Surplus Lines Insurance	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ALLWEBBSEN
All Webbs Enterprises, Inc.
309 Commerce Way
Jupiter FL 33458

COVERAGES **CERTIFICATE NUMBER:** 1166502655 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	IERD0100223200	11/2/2016	11/2/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	IERD0100223400	11/2/2016	11/2/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	IERD01002123400	11/2/2016	11/2/2017	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liability	Y	Y	G28182375001	11/2/2016	11/2/2017	Policy Aggregate Each Loss	2,000,000 1,000,000

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

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate
See Attached...

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ALLWEBBSEN

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC		All Webbs Enterprises, Inc. 309 Commerce Way Jupiter FL 33458
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Holder, are added as an Additional Insured with respect to General Liability, including on-going and completed operations, Auto Liability, Excess Liability and Pollution Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation is granted with respect to General Liability, Auto Liability, Excess Liability and Pollution Liability in favor of those parties listed in said contract, including the Certificate Holder.

The General Liability and Pollution Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms.	**Any location where you have agreed through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms.	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage and where that contract demand specifies ISO 2013 edition forms, or equivalent, or does not specify edition forms.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

309 COMMERCE WAY
JUPITER, FL 33458-5527

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0139 CW WATER WELL CONTRACTOR	WEBB DAVID	CGC035886	B16.484346 - 07/20/16	$185.85	B40147575

This document is valid only when receipted by the Tax Collector's Office.

B2 - 260

ALL WEBBS ENTERPRISES INC
ALL WEBBS ENTERPRISES INC
309 COMMERCE WAY
JUPITER, FL 33458-5527

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 198233235
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT

309 COMMERCE WAY
JUPITER, FL 33458-5527

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0099 WATER WELL CONTRACTOR	WEBB DAVID	CGC035886	B16.484347 - 07/20/16	$27.50	B40147574

This document is valid only when receipted by the Tax Collector's Office.

B3 - 260

ALL WEBBS ENTERPRISES INC
ALL WEBBS ENTERPRISES INC
309 COMMERCE WAY
JUPITER, FL 33458-5527

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 198233238
EXPIRES: SEPTEMBER 30, 2017

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC035886	

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

HAGGERTY, EUGENE
ALL WEBBS ENTERPRISES INC
7980 SOUTHEAST RIVER LANE
STUART FL 34997

ISSUED: 06/09/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1406090000937

STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
David W. Webb

License No. 2040 Expires 7/31/2017

DISTRICT CERTIFICATION OFFICER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160200
PROJECT TITLE: Well F-12 Rehabilitation

State of FLORIDA }
County of PALM BEACH }
DAVID WEBB JR, being first duly sworn, disposes and says that:
(Name/s)

1. They are V.P (Title) of ALL WEBBS ENTERPRISES INC. (Name of Company) the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [signature]
(Title) V.P

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this DECEMBER 14TH, 2016 (Date)
by: DAVID WEBB JR who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

NICHOLAS LEE Nicholas Lee
Notary (print & sign name)
Commission No. FF 982474

NICHOLAS LEE
Commission # FF 982474
My Commission Expires
April 14, 2020

VENDOR CODE OF ETHICS

"A City for All Ages"

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

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

Name of Organization/Proposer
ALL WEBBS ENTERPRISES INC.

Signature

Printed Name and Title
DAVID WEBB JR (V.P)

Date 12/14/16

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

Company Name: All Webbs Enterprises Inc

Line	DESCRIPTION	UOM	QUANTITY	PRICE	TOTAL
1	**Mobilization, Demobilization**	**LS**	**1**	$ 20,000.00	$ 20,000.00
2	**Insurance, Permits Administrative Costs**	**LS**	**1**	$ 7,500.00	$ 7,500.00
3	**Site Preparation and Restoration (Fence and pump house panel removal and installation)**	**LS**	**1**	$ 5,000.00	$ 5,000.00
4	**Disconnect and Remove Pump and Column Pipe**	**LS**	**1**	$ 10,000.00	$ 10,000.00
5	**Install and Remove Discharge Line**	**FT**	**200**	$ 22.50	$ 4,500.00
6	**Back-Plugging Cement Grout-Installed**	**CY**	**5**	$ 7,000.00	$ 35,000.00
7	**Back-Plugging Gravel and Sand-Installed**	**CY**	**1**	$ 4,000.00	$ 4,000.00
8	**Specific Capacity Testing**	**EA**	**2**	$ 8,000.00	$ 16,000.00
9	**Acidization of Well F-12**	**LS**	**1**	$ 35,000.00	$ 35,000.00
10	**Well Development**	**HRS**	**20**	$ 350.00	$ 7,000.00
11	**Water Quality Analysis**	**LS**	**1**	$ 5,500.00	$ 5,500.00
12	**Disinfection**	**LS**	**1**	$ 4,500.00	$ 4,500.00
13	**Site Restoration (Grading and Sod)**	**LS**	**1**	$ 3,500.00	$ 3,500.00
14	**Install and Reconnect Pump and Column Pipe and Rectify the Well**	**LS**	**1**	$ 10,000.00	$ 10,000.00
15	**Total**				$ 167,500.00

Additional Items

16	**SS line shft, Column pipe, and hardward (including installation)**	**FT**	**80**	$ 915.00	$ 73,200.00

Time frame for SS pipe & column : ___30_____ Calendar days

This is the only form accepted unless directly in a future addendum.

This form can only accept 2 decimals in the unit price
Example: $5.255 not acceptable
$5.25 acceptable

E-Bid Reply Sheet #20160200

Well F-12 Rehabilitation

1. **COMPANY NAME**: Layne Christensen Company

DIVISION OF: _____

PHYSICAL ADDRESS: 5061 Luckett Road

MAILING ADDRESS: Same As Above

CITY, STATE, ZIP CODE: Fort MYers, Florida 33905

TELEPHONE NUMBER: (239) 275-1029 FAX NO. (239) 275-1025

CONTACT PERSON: Darryl Ross, Project Manager E-MAIL: darryl.ross@layne.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes No If yes, in what state? Delaware

Michael J. Caliel
President
Steven F. Crooke & J. Michael Anderson
Vice President
Keith D. Verville
Treasurer

How long in present business: 134 Years How long at present location: 7

Total Number of Staff at this present location: 50

Total Number of Staff for your Firm within the Treasure Coast Area: _____

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

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

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

Addendum Number	Date Issued	Addendum Number	Date Issued
One	December 06, 2016		
Two	December 19, 2016		
Three	December 21, 2016		

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: N/A %

*Please Note: The City has implemented a **Purchasing Card Program.** The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Bid Reply Total from Schedule "A" on Line 15: $__ _____
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160200 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

Line	DESCRIPTION	UNIT	QUANTITY
1	Mobilization, Demobilization	LS	1
2	Insurance, Permits Administrative Costs	LS	1
3	Site Preparation and Restoration (Fence and pump house panel removal and installation)	LS	1
4	Disconnect and Remove Pump and Column Pipe	LS	1
5	Install and Remove Discharge Line	FT	200
6	Back-Plugging Cement Grout-Installed	CY	5
7	Back-plugging Gravel and Sand-Installed	CY	1
8	Specific Capacity Testing	EA	2
9	Acidization of Well F-12	LS	1
10	Well Development	HRS	20
11	Water Quality Analysis	LS	1
12	Disinfection	LS	1
13	Site Restoration (Grading and Sod)	LS	1
14	Install and Reconnect Pump and Column Pipe and Rectify the Well	LS	1

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount

shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

5.4 Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No (X)

If yes, please explain:

5.5 List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

See attached Litigation and Judgments Document

(N/A is not an acceptable answer - insert lines if needed)

5.6 List any judgments from lawsuits in the last five (5) years:

See attached Litigation and Judgments Document

(N/A is not an acceptable answer - insert lines if needed)

6. List three (3) Well Rehabilitation similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value. Do not list the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Acidization of GIWA RO Supply Wells DW3R, DW6 and DW7

Description & year completed: Acidization and Clean 3 wells, logging - 12 / 2014

Location:

Client Name, Phone Number & Email: Bonnie Pringle, 941-964-2423, bonniegiw@comcast.com

Value of Total Contract: $ 94,596.

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name: Ocean Reef Club, Inc. - Well #7 Acidization

Description & year completed: Acidization & Logging, September - 2015

Location: Key Largo, Florida

Client Name, Phone Number & Email: Jeff Oeltjen, 305-367-7337, joeltjen@oceanreef.com

Value of Total Contract: $ 52,393.

Firm's Percentage of Total Contract: 100%

Number of Change Orders: None

Value of Change Orders: None

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

Project Number 3

Project Name: City of St. Petersburg IW and ASR Rehabilitations

Description & year completed: May - 2015

Location: St. Petersburg, Florida

Client Name, Phone Number & Email: Ryan Messer, 813-281-7770 , Ryan.Messer@ch2m.com

Value of Total Contract: $ 382,706.

Firm's Percentage of Total Contract: 100%

Number of Change Orders: None

Value of Change Orders: None

Was Project Completed on Schedule: Yes

Was Project Completed within Budget? Yes

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

None

8. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project. See Attached Sample Insurance Certificate

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

10. CERTIFICATION

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

Signature - Edward McCullers - General Manager

December 20, 2016
Date

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

Signature

General Manager
Title

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

LITIGATION AND JUDGMENTS

Answer for Questions 5.5

Layne (NASDAQ: LAYN) is a global Water Management, Construction and Drilling Company with operations in over 100 locations on 5 continents (North America, South America, Europe, Africa and Australia) that has been in business for over 100 years. As is to be expected of a company the size of Layne, there are a number of claims and lawsuits pending at any given point in time. Since Layne's Fort Myers, Florida, district office is bidding on the present job and employs the staff and management involved in performing and overseeing the work if it is awarded the contract for the present job, only answers as they pertain to the Fort Myers, Florida, district operations are addressed in this answer.

On August 14, 2014, Layne filed a collection action against Hialeah Water, LLP with the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, for payment for work performed. Layne agreed to an indefinite extension for defendants to answer, pending settlement discussions. These discussions ultimately failed, and defendant filed its answer and counter-claim on December 8, 2014, claiming Layne's work was deficient. Discovery is currently underway.

Answer for Questions 5.6

Layne (NASDAQ: LAYN) is a global Water Management, Construction and Drilling Company with operations in over 100 locations on 5 continents (North America, South America, Europe, Africa and Australia) that has been in business for over 100 years. As is to be expected of a company the size of Layne, there are a number of claims and lawsuits pending at any given point in time. Since Layne's Fort Myers, Florida, district office is bidding on the present job and employs the staff and management involved in performing and overseeing the work if it is awarded the contract for the present job, only answers as they pertain to the Fort Myers, Florida, district operations are addressed in this answer. As so limited, the answer is none.

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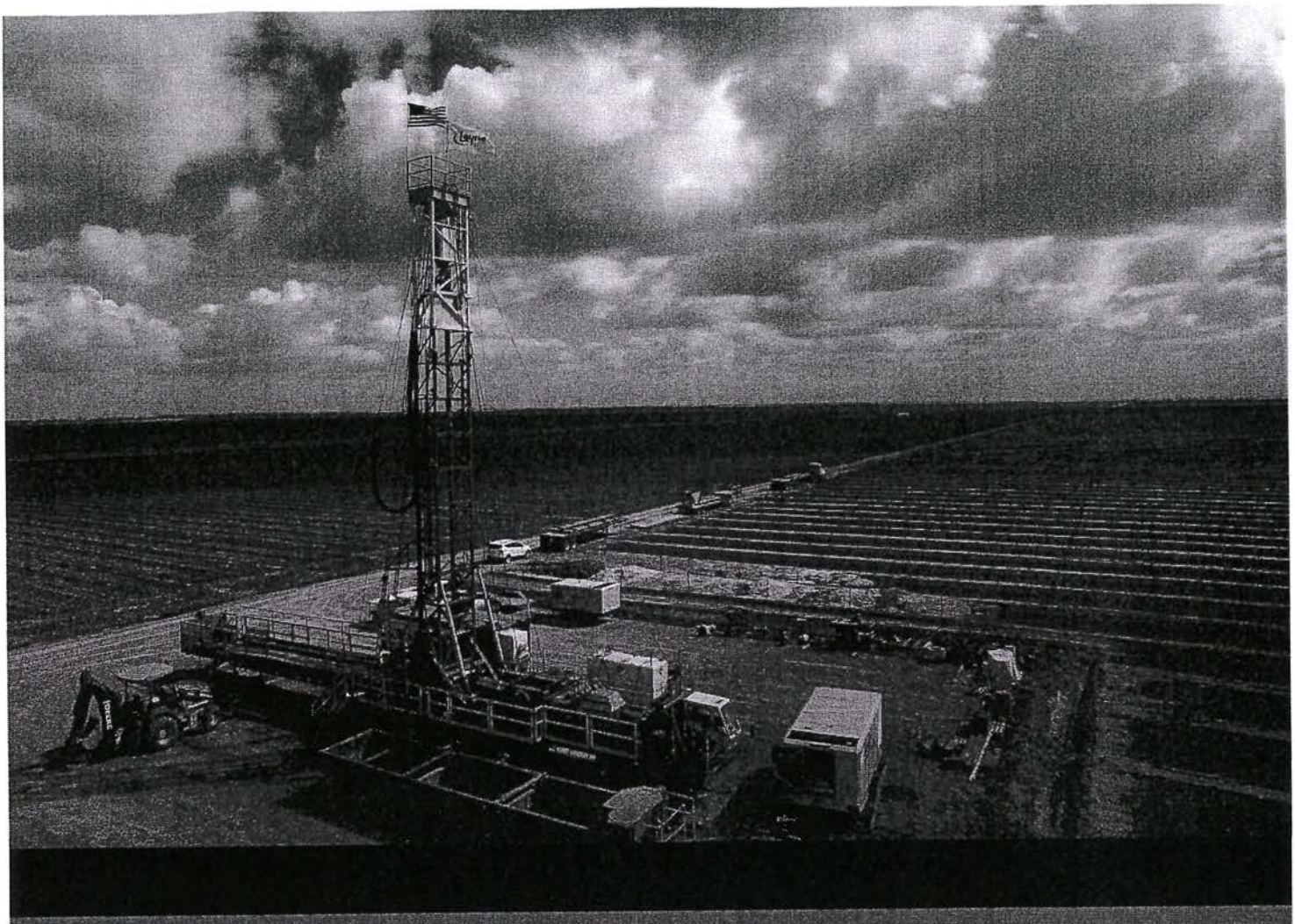
Acceptance of Conditions

Layne Christensen Company has reviews the Contract and accept all the City Terms and Condition, for the bid name, Well F-12 Rehabilitation, Bid # 20160200, at this time.



QUALIFICATIONS

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com

WATER · MINERAL · ENERGY

Experience and Qualifications

Our expertise has brought us to a point where we are valued for our unique ability to collaborate across divisional, functional and geographic lines to provide our clients an integrated approach, ensuring streamlined communications, expedited timelines, a constant focus on safety and sustainability. Our solutions give clients a single point of accountability for even the most complex projects, and enable us to deliver high levels of both quality and economic efficiency. While our services are impeccable, it is our solutions that make us truly remarkable.

From coast to coast we have successfully and safely delivered solutions to our customers for many years.

Layne has assembled a team of highly experienced managers and field personnel;
we have included some of our key employees, along with our major key team member resumes.

Also attached is a list of previous projects & data sheets describing some of previous jobs, along with some of our equipment specifications & previous, contact information for the projects owners and oversight consultants.

Additional references can be provided.

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Edward McCullers

General Manager, Injection Well Operations

Experience

General Manager	Layne Christensen Company	(2009 – Present)
Vice President	Youngquist Brothers, Inc.	(1987-2009)
President	Rocket Industries	(1987-1997)

Education

- Edison College — Fort Myers FL
- Cypress High School — Fort Myers, FL
- Over 600 hours of Construction and Drill related continuing education

Licenses

- State of Florida Water Well Contractor
- State of Florida Certified General Contractor
- State of Florida Certified Plumbing Contractor
- State of Florida Certified Mechanical Contractor
- State of Florida Certified Underground Utility and Excavation Contractor

Representative Projects

Has been responsible for more than (80) Class I, UIC injection well projects from bidding through project completion over the past 25 years. Has been a *Consultant to* numerous engineers and geologists across the country regarding the design and constructability of injection well systems.

Responsibilities

In charge of overall Injection Well Operations, Contract Negotiation and Administration, Project Management and Construction, Scheduling, Bidding, Budgeting, Purchasing, Job Costing, Permitting, Well Design, Value Engineering, Public Relations, Change Orders, Claims and Regulatory Compliance.

- Safety
- OSHA 30 HR
- First Aid
- CPR

Areas of Specialized Competence

Project Management

Contract Administration

Well Design

Well Design and Construction Consultant

Well Testing & Rehabilitation

WATER · MINERAL · ENERGY

Craig Brugger

Project Manager, Injection Well Operations

Experience

Project Manager	Layne Christensen Company	(2009 – Present)
	Youngquist Brothers, Inc.	(1999-2000)
	Youngquist Brothers, Inc.	(2002-2009)
	J & M Pump Service, Inc.	(1992 – 1999)

Education

- Hialeah High School — Hialeah, FL

Licenses

- State of Florida Certified Building Contractor

Areas of Specialized Competence

Construction Management

Wellhead Design

Bid Preparation

Subcontractor Oversight

Representative Projects

Over twenty years of progressive construction project management experience including eleven years overseeing the construction of injection well systems Specializes in site preparations and system completions. Manages installation of temporary utilities and containment pads, cuttings disposal plans and emplacement of equipment on site to facilitate well construction Supervises construction of permanent wellheads, piping, annular pressure systems, electrical work, structural concrete, roadways and drainage. Oversees instrumentation and controls subcontractors. Representative Florida DEP Class I UIC injection well projects completed include

- *TEC Polk Power Station (1 IW + 1 DZMW),*
- *Charlotte County – Burnt Store (1 IW),*
- *Fort Pierce Utility Authority (2 IWs + 1 DZMW),*
- *City of Key West (2 IWs),*
- *Palm Bay (1 IW + 1 DZMW),*
- *Tropical Farms (2 IWs + 1 DZMW)*
- *Lee County – Pinewoods (1 IW + 1 DZMW).*

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions.

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Roberto Bongioanni

Project Manager, Injection Well Operation

Experience

Project Manager	Layne Christensen Company	(2012 - Present)
Military Officer	United States Marine Corps	(2005 – 2012)

Education

- Bachelor of Science, University of Maine (Marine Science) Orono, ME

Licenses/Certifications

- State of Louisiana qualifying party scores for business and municipal works
- Lean Six Sigma Yellow Belt

Representative Water Resource Projects

Over five years of progressive construction project management experience in water sourcing, exploratory drilling, well maintenance, sewer and water treatment technologies. Representative water resource projects completed include

- Shell Creek Injection Well System (Injection well and dual zone monitor well)
- FKAA Cudjoe Key Injection Well System (Injection well and dual zone monitor well)
- GEFA Tybee Island Test Well (Test well project)
- Bee Ridge Exploratory Well (Test well project)
- *George West Water Treatment Plant (Filter Media Replacement and Rehabilitation)*
- *Axial PPG Plaquemine LA (Production well)*
- *G2X Energy Lake Charles LA (Production well)*
- *Sundrop Fuels Alexandria LA (Hydrological study)*
- *Sundrop Fuels Alexandria LA (Test well project)*
- *Axial PPG Plaquemine LA (Acid well rehabilitation)*
- *BASF Baton Rouge LA (Bore blast rehabilitation)*
- *Exxon Resins (Well abandonment)*

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions

Areas of Specialized Competence

Construction Management

Bid Preparation

Subcontractor Oversight

Job Costing

Procurement

WATER · MINERAL · ENERGY

Miguel Martinez

Project Manager, Injection Well Operations

Experience

Project Manager	Layne Christensen Company	(2016 - Present)
Drilling Optimization Supervisor	National Oilwell Varco	(2013 – 2016)
Chief Geophysical Logging Engineer	Youngquist Brothers Inc	(2011 to 2013)
Sr. LWD/ Directional Driller Engineer	Weatherford Directional Services	(2007 to 2011)
Sr. Logging While Drilling Engineer	Schlumberger Limited	(2004 to 2007)

Education

- Associate of Applied Science, ITT Technical Institute Miami, FL

Licenses/Certifications

- SafeLand/ Safe Gulf Certified
- HUET Certified
- OPECO Assessor Certification

Representative Water Resource Projects

10 years of Oilwell drilling experience, including well bore directional control, logging while drilling and drilling optimization specializing in nuclear logging tool, high telemetry tools, BHA analysis, vibration mitigation, and project management.
2+ years of experience in Injection Well Geophysical logging, including MITS, open and cased hole logging, Perforating and pipe recovery in Oil and Injection wells.

- Over 30 MITS in the state of Florida (RTS test)
- 8 different Injections Well construction projects as a Geophysical Logging Engineer
- Multiple Water production well construction projects as a Geophysical Logging Engineer

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions

Areas of Specialized Competence

Construction Management

Bid Preparation

Subcontractor Oversight

Job Costing

Procurement

Geophysical Logging

Drilling Optimization

Personnel Management

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Darryl Ross

Project Manager, Injection Well Operations

Experience

Well and Pump Technician	Layne Christensen Company	(1988- 2007)
Operations Manager- Pensacola, FL	Layne Christensen Company	(2008- 2011)
Operations Manager Southeast Region	Layne Christensen Company	(2012-2015)
Project Manager/ Facility Manager	Layne Christensen Company	(2015-Present

Education

- Cass Technical High School

Licenses Held

- Class A CDL with Tanker Endorsement

Current Certifications

- OSHA 10
- First Aid & CPR
- Backhoe Safety
- Safe Driving Training
- 40 Hour Hazwopper Trainer
- MSHA Certified Training
- Xylem Pump School
- Danfoss VFD Drives Training

Representative Projects

Over 25 years in the well and pump business. Beginning as a helper, then Pump Installer, Operations Manager, and now currently Project Manager responsible for the Repair & Installation business in Florida, Georgia, South Carolina, and Alabama.

Managed several large drilling projects in the Southeast Region of the United States. Supervised High Service Pump installations in Montego Bay, Jamaica.

Areas of Specialized Competence

- Well Maintenance
- Chemical Well Rehabilitation
- Vertical Turbine Installation
- Submersible Pump Installation
- Mechanical Integrity Testing of Injection Well
- Trouble Shooting Well or Pump Problems
- Project Estimating

Areas of Specialized Competence

Drilling Management and Operations

Construction Management

Bid Preparation Monthly Billings

Safety Operations

WATER · MINERAL · ENERGY

James Rentschler

Drilling Operations Manager, Injection Well Operations

Experience

Drilling Operations Manager	Layne Christensen Company	(2016 – Present
Drilling Superintendent	Patterson-UTI	(2013-2016)
Rig Manager	Patterson-UTI	(2011-2013)
Driller	Patterson-UTI	(2008-2011)

Education

- Train The Trainer — Andrews Coaching — Houston, TX
- Computer Sciences — A.I.T. Acclaim — Fayetteville, NC
- Numerous Continuing Education classes in Successful Drilling, Primary Well Control, Rescue from Heights, I help teach and mentor up and coming Rig Managers.

Licenses Held

IADC Supervisory well control
Hazcom/MSDS
Aerial Platform Operations

Current Safety Certifications

- OSHA 30
- First Aid
- CPR
- H2S Environments

Representative Projects

Over 20 years of drilling operations experience.

- *Daily drilling Supervision* of up to fourteen drilling rigs concurrently with previous employer.
- *Managing work order reporting systems.*
- *Implementing safety plans and procedures.*
- *Creating and Implementing cost analysis.*
- *Specialty drilling and Logging Tool Design*

Responsibilities

Drilling Supervision, Mechanical Integrity Testing, Deep Well Acidization, Geophysical Logging, Log Analysis and Interpretation, Explosives Use and Safety, Radiation Safety Officer, Down Hole Fishing, Regulatory Compliance, Scheduling, Value Engineering and Project Estimating.

Areas of Specialized Competence

Drilling Operations Management

Specialty Drilling and Logging Tool design

Project Estimation

Radiation Safety

Onshore Mobile Crane Rigging

Upstream Americas

High Profile Client Relations

WATER · MINERAL · ENERGY

David Bauer

Non-Drilling Operations Manager, Injection Well Operations

Experience

Non-Drilling Operations Manager	Layne Christensen Company	(2015 – Present)
R&I Pump Superintendent	Layne Christensen Company	(2012-2015)
Well and Pump Superintendent	Well Masters Inc.	(2010-2012)
Senior Pump Tech	Diversified Drilling	(2007-2010)
Well and Pump Tech	Greiner Well Service and Drilling	(1975-2007)

Areas of Specialized Competence

Well and pump rehabilitation

Well pump maintenance

Trouble shooting well problems

Mechanical Integrity Testing on Wells

Education

- William Henry Harrison High School
- Many years of Water Well Association Work Shops

Licenses Held

- NCCA Certified Crane Operator
- Class A CDL with tanker endorsement

Current Safety Certifications

OSHA 10

- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Representative Projects

Over 35 years in the well and pump business, starting as a laborer and working up to field superintendent, and finally operations manager for non-drilling projects. Duties included all aspects of well and pump installation, service, maintenance, and rehabilitation.

- *Mechanical integrity testing* on wells.

Responsibilities

Oversee daily operations of R&I crews, see all material is available for job and crews understand scope of work and responsibilities to safely and efficiently complete work. Communicate with customers about their needs, and how we can help them.

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CARL WITTENBORN

Foreman R&I Pump, Injection Well Operations

Experience

Non Drilling Operations	Layne Christensen Company	{2015-present}
Truck Driver	Layne Christensen Company	{2014-2014}
Handy Man	Self-Employed	{2013-2014
Crain Operator	Youngquist Brothers, Inc.	{2007-2013}

EDUCATION

- Cahokia High School
- GED

Licenses Held

- NCCCO Certified Crane Operator
- Class A CDL with Tanker Endorsement

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Areas of Specialized Competence

Well & Pump rehabilitation

Well Pump Maintenance

Trouble Shooting Well Problems

Mechanical Integrity Testing on Wells

Responsibilities

- Well Maintenance
- Chemical Well Rehabilitation
- Vertical Turbine Installation
- Submersible Pump Installation
- Mechanical Integrity Testing of Injection Well
- Trouble Shooting Well or Pump Problems

Oversee all procedures and operations of R & I crew. Ensure supplied with all tools and needed parts so rig runs smoothly and safely, with no down time. Work with company shop supervisor and trucking to coordinate rig moves. Coordinate all special rig operations IE, repairs, well control situations and rigging. • Supply all personal with proper safety equipment required by policy, ensure all employees follow safe working operations per company and OSHA policy. Lead a 3 man crew through all R&I operations to be performed daily.
Lead and run any and all 3rd party working on or with the company equipment and or rigging operations.

WATER · MINERAL · ENERGY

JUAN NIETO

Foreman, R&I Pump, Injection Well Operations

Experience

Foreman- - R &I Pump	Layne Christensen Comp.	(2015-present)
R & Pump Tech	Layne Christensen Com.	(2012-2015)
Derrick Hand	Layne Christensen Co.	(2010-2012)
Derrick Hand	Youngquist Brothers	(2006-2012)
Driller Versa Drill Rig	Youngquist Brothers	(2005-2006)
Farm Tech	University of Florida	(1996-2006)
Mechanic	U.S. ARMY	(1992-1995)

Education

- Immokalee High School
- U.S. ARMY

Licenses Held

- Class A CDL

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Representative Projects

Have over 10 years in deep injection wells procedures. Started as a floor hand moved up to a derrick hand then moved over to repair and installation pumps. Started as a field tech on the R&I pump crew and now currently am a foreman on the crew.

Responsibilities

Oversee all procedures and operations with R&I crew. Ensure all supplies with all tools and required parts are ready so the job runs smoothly with no down time. Supply all personal with proper safety equipment required by policy. Ensure all follow safe working operations per company and OSHA policy. Lead a 3 man crew through all R&I, time sheets, JSA, daily safety meetings and operations to be performed daily.

Areas of Specialized Competence

Well and pump rehabilitation

Well pump maintenance

Trouble shooting well problems

Mechanical Integrity Testing on Wells

Submersible pump installation

WATER · MINERAL · ENERGY

John Cathey

Geophysical Logging Services, Injection Well Operations

Experience

Geophysical Logging Manager	Layne Christensen Company	(2011 – Present)
Geophysical Logging Manager	Youngquist Brothers, Inc.	(2007-2011)
Geophysical Logging Supervisor	Youngquist Brothers, Inc.	(2002-2011)
Cased Hole Operator/Engineer	American Cased Hole Specialists	(1995 – 2002)

Education

▪ Broward County Fire Academy	Davie, FL
▪ Florida Atlantic University	Boca Raton, FL,
▪ Southwestern Oklahoma University	Weatherford, OK

Training

- First Aid/CPR
- 24 Hour Radiation Safety Course For Well Loggers
- Explosives /User Training
- Pressure Control Training

Areas of Specialized Competence

Geophysical Well Logging

Cased Hole Engineering

Operations

Scheduling

Representative Projects

Background in cased hole logging and perforating in Oklahoma.

Florida Deep Well experience began in 2002. Involved in nearly every injection well completion in South Florida 2006 - 2010. Worked with engineers and FDEP to improve MIT procedures and protocol for geophysical logging.

Responsibilities

Current responsibilities include *oversight and scheduling of Geophysical Logging operations.*

Previous responsibilities included all areas of *geophysical well logging on multiple UIC injection well projects in South Florida.* Developed a working relationship with FDEP on multiple *Mechanical Integrity Tests* performed in South Florida between 2003 and 2010. *Coordinated Radioactive Tracer Surveys* with engineers, city and state officials as well as other completion activities such as Injection Tests.

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Luis F. Morey

Geophysical Logging Services, Injection Well Operations

Experience

Geophysical Logging Engineer	Layne Christensen Company	(2015 – Present)
Casedhole Wireline Operator	Nine Energy Services Inc.	(2014-2015)
Geophysical Logging Operator/Engineer	Youngquist Brothers, Inc.	(2007-2013)
Scalehouse Operator	Youngquist Brothers Rock	(2006 – 2007)

Education

- Associates degree in Microsoft Network
- Engineering and Data Base Administration

Southwest Florida College, Fort Myers, FL(2003-2006)

Training

- 24 Hour Radiation Safety Course For Well Loggers
- OSHA 10 Hour Construction

Representative Projects

Assisted or managed MIT Logging operations for Class 1 injection well MIT Projects

Florida Deep Well experience began in 2007. Trained on the job to become familiar with all phases of well logging.

Responsibilities

Current responsibilities include *Wireline Operations and Well Logging. Project management onsite during well logging operations.*

Previous responsibilities included all areas of *geophysical well logging on multiple UIC injection well projects in South Florida.*

Areas of Specialized Competence

Geophysical Well Logging

Operations

Equipment Operations

Jobsite Management

WATER · MINERAL · ENERGY

Joshua Brown

Cementer / Relief Drilling Superintendent, Injection Well Operations

Experience

Cementer	Layne Christensen Company	(2010-Present)
Cementer	AllWebbs Enterprises	(2009-2010)
Cementer/MIT Supervisor	Youngquist Brothers, Inc.	(2005-2007)
Cementer	Youngquist Brothers, Inc.	(2002-2009)
Site Prep/Floor Hand/Derrick Hand	Youngquist Brothers, Inc.	(2000-2002)

Education

- Cape Coral High School — Cape Coral, FL

Certifications

- *2011-30-Hour Occupational Safety and Health Training course in Construction Safety and Health*
- *2011 - 24 Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)*
- *Layne-Christensen Certification to run loaders, forklifts and track hoe*
- *First Responder and CPR*
- *Class B CDL*

Responsibilities

- Operate and maintain the cementing unit, silos, and bulk haulers
- Calculate the amount cement, water, and bentonite used during a cement stage
- Calculate differential pressure and annular volume of casing
- Preform jobs such as plug and abandon, pilot hole plug back, pressure grout, and trimie grout
- Assist in rig up, rig down operations, mobilization and demobilization
- Assist in casing runs
- Operate frontend loaders and excavators
- Ensure that safety policies and procedures are used and enforced
- Effectively communicate with engineers and client to ensure project needs are satisfied
- Provide temporary relief of onsite personal

Areas of Specialized Competence

Drilling Management and Operations

Safety Operations

Mentoring

High Profile Client Relations

Respected Working Partnerships With Clients, Vendors and on Site Personal.

Development of Effective Site Specific Safety Programs.

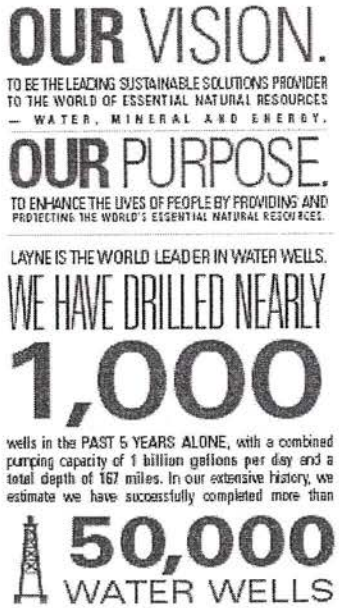
LAYNE OVERVIEW

Founded in 1882, **Layne Christensen Company (LAYNE) (NASDAQ:LAYN)** is a global water management, construction and drilling company. We provide responsible solutions for water, mineral and energy challenges. Layne brings modern skills, an experienced work force, and a highly trained team to our clients in the public and private sectors. Innovation and vision throughout our history has led to our broad range of services that meet the needs of our various clients and provides stability in an ever changing environment.

Layne operates upon a philosophy of responsible growth that guides us in consistently doing the right thing for our people, the environment, our company and the clients we serve every day. We strive to leave the individuals and places we touch better off for their interaction with us, and our culture is embodied in our unwavering commitment to the four core values that define us: Safety, Sustainability, Integrity and Excellence.

WHAT DOES SUCCESS AT LAYNE LOOK LIKE?

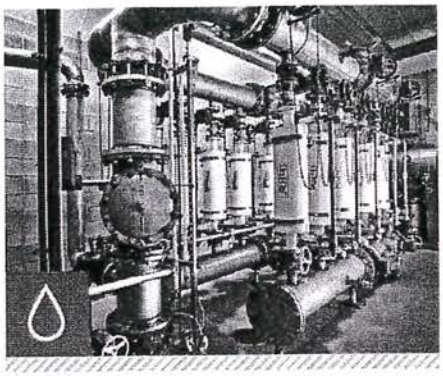
Here are just a few of our impressive statistics built on our results over the last 130 years.



TOTAL SOLUTIONS PROVIDER

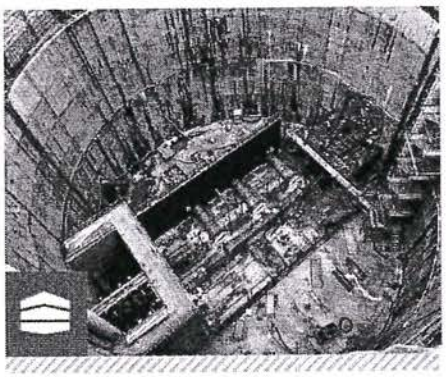
Layne's experts collaborate across divisional, functional and geographic lines to deliver *total solutions* for some of the world's toughest water, mineral and energy challenges. This integrated approach ensures streamlined communications, expedited timelines, a constant focus on our overriding values of **safety, sustainability, integrity and excellence**, and allows us to offer more than the sum of our individual services. Our solutions give clients a single point of accountability for even the most complex projects, and enable us to deliver high levels of both quality and economic efficiency. While our services are impeccable, it is our solutions that make us truly remarkable.

DELIVERING SUSTAINABLE SOLUTIONS IN WATER MANAGEMENT, CONSTRUCTION & DRILLING.



WATER MANAGEMENT SOLUTIONS

- Sourcing
- Well & Pump Maintenance
- Water Treatment Technologies
- Water Recycling & Reuse
- Water Transfer
- Water Storage & Containment



CONSTRUCTION SOLUTIONS

- Treatment Plant Construction
- Alternative Delivery
- Renewable Energy
- Sewer Systems
- Trenchless Rehabilitation
- Water Supply
- Water Transmission & Distribution

DRILLING SOLUTIONS

- Exploration Drilling
- Specialty Drilling
- Water Wells
- Borehole Services

SAFETY IS PARAMOUNT AT LAYNE

PHILOSOPHY

Safety is a fundamental right of every person who works for or interacts with Layne. It is an inherent part of our mindset, and is the most important factor in each decision we make. Layne is committed to the long-term health and safety of our people and the communities we touch. We understand the challenges associated with complex cultures and harsh environments that are found on water management, drilling and construction sites around the world. At Layne, our purpose is to enhance the lives of people by providing and protecting the world's essential natural resources – and it all begins with safety.

CORE VALUE

Safety and Health in our work environment is based on the Layne's corporate business philosophy and is our most important core value. At Layne, we believe that sustainable success can only be achieved through the safety and health of people. No other asset in the company is as important as the people that contribute to our safety culture resulting in the success of our company. Therefore, we dedicate and devote all the necessary resources and attention to protect employees, contractors and any other people involved with the company and community.

EDUCATION & TRAINING

Layne's dedicated team of Safety & Health professionals drive continuous improvement and heightened awareness across the company through a robust training and auditing program. All field personnel participate in safety training classes that are compliant with the latest OSHA, MSHA and DOT regulations. Clients and partners are also invited to participate in the training, where we review our Hazard Identification and Risk Assessment (HIRA) program and Layne's Accident Prevention Policy.

SUMMARY

After all, it is not about statistics, it's about people; it's about training and educating our employees, contractors, and all of those that interacts with Layne to ensure that each and every one has the knowledge and resources to perform their daily job task in a safe manner. At Layne we continually strive to be the world class leaders in safety and health.

US SAFETY STATISTICS BY DIVISION (MONTH YEAR)	TRIR	LTIR
General and Administrative	0.00	0.00
Heavy Civil	3.54	0.89
Inliner	4.61	1.34
Mineral Services	1.41	0.00
Water Resources	3.44	0.57
Total US	3.40	0.96

Layne
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Qualification and Past Projects

Two (2) Florida Well Rehabilitation Projects That Included Acidization

	Name of Project	Owner or Engineer	Year Performed	Job Location	Decsription of the Project including the Volume of Acid Injected	Referernce, Name, Address & Phone
1	B-150076 - North Lee County Water Treatment Plant DIW Acidization	Lee County, Florida BOCC PO BOX 398 or 1825 Hendry Street, Fort Myers, Florida 33901 Phone: 239-533-5450	2015	18250 Durrance Road, North Fort Myers, Florida 33901	Artesian Flow Control / Acidization Well Head Installation and Removal, DIW Video Log, DIW Acidization (with 8,000 gallons of 32% hydrochloriic acid, DIW Airlift Pumping Development	Lee County - Rand Edelstein 1500 Monroe Street, Third Floor Fort Myers, Florida 33901 Phone: 239-533-8164 Email: Redelstein@leegov.com
2	653980 - Rehabilitation of City of St. Petersburg Southwest Water Reclamation Facility Wells IW-1, IW-2, IW-3 and TPW-1	CH2M HILL Ryan Alexander Messer 4350 W . Cypress St., Ste. 600 Tampa, FL 33607 Phone: 407-650-2112 Email: 813-281-7770 ryan.messer@ch2m.com	2015	City of St.Petersburg (OWNER) Southwest Water Reclamation Facility (SWWRF). 3800 54th Ave. South St. Petersburg, Florida 33713	3-Artesian Flow Control / Acidization Well Head Installation and Removal, DIW Video Log, DIW Acidization (with 2 being 30,000 gallons of 32% hydrochloriic acid & 1 - 35,000 gallons of 32% hydrochloriic acid & 1 - ASR Well Acidization Well Head Installation and Removal, DIW Video Log & pulled pump, (with 8,000 gallons of 32% hydrochloriic acid.	CH2M HILL Attn.: Johnny Splunge, Sub. Admin. 225 E. Robinson Street, Suite 505 Orlando, FL 32801 Phone: 407-650-2112 Email: johnny.splunge@ch2m.com

2 Floridan Aquifer Drilling Projects involving a minimum injection of 3,000 gallons of Hydrochloric acid

	Name of Project	Owner or Engineer	Year Performed	Job Location	Decsription of the Project including the Volume of Acid Injected	Referernce, Name, Address & Phone
1	PTN Upper Floridan Aquifer Well PW-3 Rehabilitation and Testing	Raul Febre ISC Contracts Florida Power & Light Co. Turkey Point Nuclear Facility Office (305) 246-6000, ext 4231	2016	TEC Polk Power Station IW-2	2 - Exploratory Well IW-1 & 1-DZMW, (with 10,000 gallons of 32% hydrochloriic acid,	Mark Sawyer Day & Zimmermann Project Coordinator Turkey Point Nuclear Plant Phone: 305-246-6982 Email: Mark.SAWYER@fpl.com
2	Construction & Testing Agreement For Turkey Point For Upper Floridan Aquifer Wells	Florida Power & Light Company 9760 SW 344 Street, Homestead, Florida 33035 Phone:305-246-6639 Mark Heatley	2016	TEC Polk Power Station IW-1	2 - Exploratory Well IW-1 & 1-DZMW,(with 20,000 gallons of 32% hydrochloriic acid,	Florida Power & Light Company 9760 SW 344 Street, Homestead, Florida 33035 Phone:305-246-6639 Email: Mark.Heatley@fpl.com

LAYNE CHRISTENSEN COMPANY

Partial List of References for Recent Well Acidization Projects

Customer	Address	City	State	Zip	Project	Contact	Phone	Completed
Lee County, Florida BOCC	1500 Monroe St., Third Floor	Fort Myers	FL	33901	N.Lee County WTP DIW Acidization	Rand Edelstein	239-533-8164	2015
Mallard Farms, Inc.	1825 State Road 26	Metamora,	IL	31548	Well 4 acid	Randy Root	309-822-8934	2015
City of St. Petersburg	1635 Third Ave. N.	St. Petersburg	FL	33713	SWWRF Acidization 3 IWs + 1 ASR	Ralph Craig	727-892-5669	2015
Olin Corporation	600 Powder Mill Road	East Alton	IL	62024	Acid Treatment for 4 Wells	Mike Clark	618-258-3244	2013
LAG&F Farms	5305 East Boy Scout Road	St. Anne	IL	60964	Acidize irrigation well	Frank Pitts	815-933-1232	2013
Gasparilla Island Water Assn.	P.O. Box 310	Boca Grande	FL	33921	Acidization of Prod. Wells 3R, 6 and 7	Bonnie Pringle	941-964-2423	2012
City of Redding	777 Cypress Avenue	Redding	CA	96001	Well 10 Acid Rehab	Don Chilton	530-225-4532	2012
Nebraska City Utilities	P.O. Box 670	Nebraska City	NE	68410	Rehabilitation of Wells 6, 7, 8 and 9	Dave Hauptman	402-873-3353	2012
Wausau Water Utility	1701 N. River Drive	Wausau	WI	54403	Well #9 Rehabilitation	Dick Boers	715-261-7288	2012
Castle Pines Metropolitan District	5880 Country Club Drive	Castle Rock	CO	80108	LDA10 Rehab	Paul Dannnels	303-688-8330	2011
City of Diboll	400 Kenley	Diboll	TX	75941	Well 1 Rehab	Jimmy Roberson	936-829-4757	2011
County of Ventura	800 S. Victoria Avenue	Ventura	CA	93009	Well 98 Rehab and Pump	Roy Marsh	805-654-3785	2011
Western Municipal Water District	14205 Meridian Parkway	Riverside	CA	92518	South Well	Lonnie Clabaugh	951-571-7100	2011
Castle Pines Metropolitan District	5880 Country Club Drive	Castle Rock	CO	80108	Acid wash DE-10R	Jeff Coufal	303-688-8330	2010
Glendale	800 Flower Street	Glendale	CA	91201	GN-4	Charles Cron	818-550-5975	2009
Harris County MUD	c/o Eagle Water Management, P.O. Box 11750	Spring	TX	77391	WCID 114 Well #3	Mike Plankett	281-374-8989	2008
Helendale CSD	P.O. Box 2608	Helendale	CA	92342	Well #2	Kimberly Cox	760-951-0006	2008
Rancho California Water District	42135 Winchester Road, P.O. Box 9017	Temecula	CA	92589	Well 108	Dennis Skinner	951-296-6900	2007

ADDITIONAL PROJECT REFERENCES CAN BE PROVIDED UPON REQUEST.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Layne Christensen Company does:

(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature - Edward McCullers - General Mananger

December 20, 2016

Date

Document A310 ™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Layne Christensen Company
5061 Luckett Road
Fort Myers, FL 33905

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

City of Port St. Lucie, Well F-12 Rehabilitation, Sealed Electronic Bid # 20160200

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of December, 2016

(Witness) Roberto Borgioanni

Layne Christensen Company
(Principal) (Seal)

By:
(Title) Edward McCullers-General Manager

(Witness)

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By:
(Title) Debra J. Scarbrough Attorney-in-Fact
Surety Phone No. 860-277-0111

S-0054/AS 8/10

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231532

Certificate No. 007038019

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. Braile, Mary T. Flanigan, Jeffrey C. Carey, Charles R. Teter III, Laura M. Buhrmester, Charissa D. Lecuyer, Evan D. Sizemore, Rebecca S. Leal, Larissa Smith, C. Stephens Griggs, Tahitia M. Fry, and Megan L. Burns-Hasty

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 9th day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of DEC 20 2016, 20 ___.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

2 Business name/disregarded entity name, if different from above

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

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

5 Address (number, street, and apt. or suite no.)
1800 HUGHES LANDING BOULEVARD, SUITE 700

Requester's name and address (optional)

6 City, state, and ZIP code
THE WOODLANDS, TX 77380

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 8 - 0 9 2 0 7 1 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Deborah Gabel Date ▶ 1-25-16

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/09/2016

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

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

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.
818 Town & Country Blvd, Suite 500
Houston, TX 77024-4549

CONTACT NAME:
PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :Zurich American Insurance Company	16535
INSURER B :American Guarantee and Liability Insurance Company	26247
INSURER C :American Zurich Insurance Company	40142
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Layne Christensen Company
5061 Luckett Rd.
Fort Myers, FL 33905

COVERAGES

CERTIFICATE NUMBER: 794RRTDY

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			GLO 0194362-00	05/01/2016	08/01/2017	EACH OCCURRENCE	$ 1,250,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,250,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			BAP 0194359-00	05/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			AUC 0194471-00	05/01/2016	08/01/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0194360-00 (AOS) WC 0194361-00 (WI & MA)	05/01/2016	05/01/2017	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 5,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 5,000,000
							E.L. DISEASE - POLICY LIMIT	$ 5,000,000
								$ $ $ $ $

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

Re: Contract No. 20160200 - Well F-12 Rehabilitation.
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are included as an Additional Insured on the General Liability, Excess Liability and Automobile Liability policies as required by written contract and granted Waiver of Subrogation on the General Liability, Automobile Liability, Excess Liability and Workers Compensation policies as required by written contract subject to policy terms, conditions and exclusions. Primary & Non-Contributory wording is included on the General Liability, Automobile Liability and Excess Liability policies as required by written contract, subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance company(ies) the General Liability, Automobile Liability and Workers' Compensation and Employer's Liability policies have been endorsed to provide (30) days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
A GENERAL AGGREGATE LIMIT APPLIES TO EACH CONSTRUCTION PROJECT WHERE THE NAMED INSURED IS PERFORMING OPERATIONS; HOWEVER, ONLY ONE GENERAL AGGREGATE LIMIT WILL APPLY TO ALL CONSTRUCTION PROJECTS WHERE THE NAMED INSURED IS PERFORMING OPERATIONS THAT ARE INSURED UNDER A WRAP UP OR ANY OTHER COMBINED, CONSOLIDATED OR SIMILAR INSURANCE PROGRAM.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE
Issued to
Edward McCullers

License No. 11312 Expires 7/31/2017

DISTRICT CERTIFICATION OFFICER

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGCA54031 ISSUED: 06/27/2016

CERTIFIED GENERAL CONTRACTOR
MC CULLERS, EDWARD MICHAEL
LAYNE CHRISTENSEN COMPANY

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date : AUG 31, 2018 L1606270000527

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CMC057164 ISSUED: 06/27/2016

CERTIFIED MECHANICAL CONTRACTOR
MC CULLERS, EDWARD MICHAEL
LAYNE CHRISTENSEN COMPANY

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date : AUG 31, 2018 L1606270000590

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CUCA35775 ISSUED: 06/27/2016

CERT UNDERGROUND & EXCAV CNTR
MC CULLERS, EDWARD MICHAEL
LAYNE CHRISTENSEN COMPANY

IS CERTIFIED under the provisions of Ch 489 FS
Expiration date : AUG 31, 2018 L1606270000627

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CFC057163 ISSUED: 06/27/2016

CERTIFIED PLUMBING CONTRACTOR
MC CULLERS, EDWARD MICHAEL
LAYNE CHRISTENSEN COMPANY

IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date : AUG 31, 2018 L1606270000460

2016 - 2017
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1303530

State License Number: CGCA54031

If state license has changed, contact our office at 239.533.6000

Account Expires: September 30, 2017

Location:
5061 LUCKETT RD
FT MYERS FL 33905

LAYNE CHRISTENSEN COMPANY
MCCULLERS EDWARD M
5061 LUCKETT RD
FT MYERS FL 33905

May engage in the business of:

GENERAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information

PAID	418489-47-3	07/27/2016 08.35 AM
	WEB	$50.00

2016 - 2017
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1303532
State License Number: CMC057164
If state license has changed, contact our office at 239 533 6000

Account Expires: September 30, 2017

Location:
5061 LUCKETT RD
FT MYERS FL 33905

LAYNE CHRISTENSEN COMPANY
MCCULLERS EDWARD M
5061 LUCKETT RD
FT MYERS FL 33905

May engage in the business of

MECHANICAL CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information

PAID	418489-47-5	07/27/2016 08:35 AM
	WEB	$50 00

2016 - 2017
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1303531
State License Number: CFC057163
If state license has changed, contact our office at 239.533 6000

Account Expires: September 30, 2017

Location:
5061 LUCKETT RD
FT MYERS FL 33905

LAYNE CHRISTENSEN COMPANY
MCCULLERS EDWARD M
5061 LUCKETT RD
FT MYERS FL 33905

May engage in the business of
PLUMBING CONTRACTOR-CERTIFIED
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:		
PAID	418489-47-4	07/27/2016 08:35 AM
	WEB	$50.00

2016 - 2017
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1303529

State License Number: CUCA35775

If state license has changed, contact our office at 239 533.6000

Account Expires: September 30, 2017

Location:
5061 LUCKETT RD
FT MYERS FL 33905

LAYNE CHRISTENSEN COMPANY
MCCULLERS EDWARD M
5061 LUCKETT RD
FT MYERS FL 33905

May engage in the business of:

UNDERGROUND UTILITY & EXCAVATION CONTRACTOR-CERTIFIED

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information.

PAID	418489-47-1	07/27/2016 08:35 AM
	WEB	$50.00

LEE COUNTY
Tax Collector

| Taxes | Businesses | Driver Licenses | Vehicles & Vessels | Hunting & Fishing | Other Services

Printable Version

Business Tax Account Information

New Search

Business	LAYNE CHRISTENSEN COMPANY 5061 LUCKETT RD FT MYERS FT MYERS FL (239)275-1029
Account	1002450
Description	WATER WELL CONTRACTOR
Mailing Address	W229 N5005 DUPLAINVILLE RD PEWAUKEE WI 53072

Year	Amount
Account is paid current.	
Outstanding Balance Due as of 11/14/2016	$0.00

Additional Options:

- eNotify
- Payments Made
- Change Mailing Address

12:58 PM
11/14/2016

Control Number: 20161012-1721

November 4, 2016

John Cathey
Geophysical Logging Manager
LAYNE CHRISTENSEN COMPANY
5061 Luckett Road
Ft. Myers, FL 33905

Dear Mr. Cathey:

Re: State of Florida Radioactive Materials License Number 4300-1

We received your application dated and attestation dated September 16, 2016, to renew the above referenced license. It has been assigned control number 20161012-1721 which should be used along with license number 4300-1 regarding inquiries.

Pursuant to the "Florida Control of Radiation Hazard Regulations," Paragraph 64E-5.207(3), *Florida Administrative Code*, your license shall remain in effect according to the present conditions and requirements of the license until a final determination concerning renewal is made by this bureau or six months from issuance of this letter, whichever comes first.

If you have any questions, please call us at (850) 245-4545. Additional bureau resources including regulatory guides, forms, regulations and information notices may be accessed on our website at *www.FloridaHealth.gov/radiation*.

Sincerely,

Gan Preamplume
Environmental Specialist III

Fort Myers Field Office

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

STATE EXPLOSIVE LICENSE
USER OF EXPLOSIVES
OFFICIAL COPY

ISSUED TO:	John A Cathey
EMPLOYER:	Layne Christensen Co 5061 Luckett Road Ft. Myers FL 33905
PURPOSE:	Well completion or repair such as is necessary in oil and gas or injection well industries to perforate pipe underground
TYPES OF EXPLOSIVES:	Jet Perforators & Tappers, Prima Cord, Blasting Caps
IDENTIFICATION:	DOB: 01/22/1966 Height: 6 03 Weight: 225 Hair: Brown Eyes: Brown Sex: Male Race: White

Issue Date:	10/01/2016
Type:	07
Class:	06
County:	Lee
License/Permit #:	EL12-000019
Expiration Date:	09/30/2017
Taxes & Fees	125.00

Chief Financial Officer

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL

200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

STATE EXPLOSIVE BLASTERS PERMIT
OFFICIAL COPY

ISSUED TO:	John A Cathey
IDENTIFICATION:	DOB: 01/22/1966 Height: 6 03 Weight: 225 Hair: Brown Eyes: Brown Sex: Male Race: White VALID ONLY WHILE EMPLOYED BY AND FOR PURPOSE AS DESCRIBED ON EMPLOYERS LICENSE
EMPLOYER:	Layne Christensen Co 5061 Luckett Road Ft. Myers FL 33905
LICENSE #:	EL12-000019

Issue Date:	10/01/2016
Type:	09
Class:	06
County:	Lee
License/Permit #:	EP12-000047
Expiration Date:	09/30/2017
Taxes & Fees	50.00

Chief Financial Officer

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160200
PROJECT TITLE: Well F-12 Rehabilitation

State of Florida }

County of Lee }

Edward McCullers, being first duly sworn, disposes and says that:
(Name/s)

1. They are General Manager of Layne Christensen Company the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) General Manager - Edward McCullers

STATE OF FLORIDA }
COUNTY OF ~~St. Lucie~~ Lee }SS:

The foregoing instrument was acknowledged before me this December 20, 2016
(Date)

by: Edward McCullers who is personally known to me or who has produced

Personally Known as identification and who did (did not) take an oath.

_____
Marybeth Rios-DeLeon Notary (print & sign name)

Commission No. FF 173066

MARYBETH RIOS-DELEON
Notary Public - State of Florida
My Comm. Expires Mar 1, 2017
Commission # FF 173066
Bonded through National Notary Assn.

VENDOR CODE OF ETHICS

"A City for All Ages"

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

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

Name of Organization/Proposer

Layne Christensen Company

Signature _____

Printed Name and Title

Edward McCullers - General Manager

Date December 2, 2016

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

CHECKLIST
BID # 20160200

PROJECT TITLE: Well F-12 Rehabilitation

Name of Bidder: Layne Christensen Company

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

- ✓ Bid Reply Sheet #20160200 with proper signatures upload to Demandstar.
- ✓ E-Bid Reply Excel Spreadsheet –uploaded to Demandstar.
- ✓ Drug-Free Workplace Form uploaded to Demandstar.
- ✓ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160200.
- ✓ W-9 as per Section 1.13 uploaded to Demandstar.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- ✓ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- ✓ Has reviewed the Contract and accept all City Terms and Conditions.
- ✓ Contractor's Questionnaire uploaded to Demandstar.
- ✓ Required forms: Non-Collusion Affidavit of Prime Bidder; Vendor Code of Ethics. All forms are to be uploaded to Demandstar.
- ✓ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- ✓ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

Addendum #2
20160200 "Revised" E-Bid Excel Spreadshet
Well F-12 Rehabilitation

Company Name: ___Layne Christensen_____

Line	DESCRIPTION	UOM	QUANTITY	PRICE	TOTAL
1	**Mobilization, Demobilization**	**LS**	**1**	$ 15,637.00	$ 15,637.00
2	**Insurance, Permits Administrative Costs**	**LS**	**1**	$ 11,881.00	$ 11,881.00
3	**Site Preparation and Restoration (Fence and pump house panel removal and installation)**	**LS**	**1**	$ 3,628.00	$ 3,628.00
4	**Disconnect and Remove Pump and Column Pipe**	**LS**	**1**	$ 7,887.00	$ 7,887.00
5	**Install and Remove Discharge Line**	**FT**	**200**	$ 28.22	$ 5,644.00
6	**Back-Plugging Cement Grout-Installed**	**CY**	**5**	$ 1,812.00	$ 9,060.00
7	**Back-Plugging Gravel and Sand-Installed**	**CY**	**1**	$ 4,825.00	$ 4,825.00
8	**Specific Capacity Testing**	**EA**	**2**	$ 15,410.00	$ 30,820.00
9	**Acidization of Well F-12**	**LS**	**1**	$ 31,920.00	$ 31,920.00
10	**Well Development**	**HRS**	**20**	$ 1,157.80	$ 23,156.00
11	**Water Quality Analysis**	**LS**	**1**	$ 5,825.00	$ 5,825.00
12	**Disinfection**	**LS**	**1**	$ 2,950.00	$ 2,950.00
13	**Site Restoration (Grading and Sod)**	**LS**	**1**	$ 8,020.00	$ 8,020.00
14	**Install and Reconnect Pump and Column Pipe and Rectify the Well**	**LS**	**1**	$ 24,750.00	$ 24,750.00
15	**Total**				$ 186,003.00

Additional Items

16	**SS line shft, Column pipe, and hardward (including installation)**	**FT**	**80**	$ 430.00	$ 34,400.00

Time frame for SS pipe & column : _____21_____ Calendar days

This is the only form accepted unless directly in a future addendum.

This form can only accept 2 decimals in the unit price
Example: $5.255 not acceptable
$5.25 acceptable

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: Carmen A. Capezzuto, Neighborhood Services Director

Agenda Item: Motion: Request by Stephanie Stumbaugh on behalf of Global Vision Citadelle Ministries Inc., requesting City Sponsorship of the 2017 Charity Benefit for Elevating the Children of Haiti Event.

Submittal Date: 1/17/2017

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed February 10th thru February 24th, 2017.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Special Event Request for Signs in Right-of-Way
Letter from Stephanie Stumbaugh on behalf of Global Vision Citadelle Ministries Inc.

RECEIVED
JAN 17 2017
CITY MANAGER'S OFFICE

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

Name of Organization: Global Vision Citadelle Ministries

Location of Event: City Swale

Number of Signs: 3

Date range of sign placement: 02/10/2017 to 02/24/2017

Contact Person: Stephanie Stumbaugh

Phone: (772) 971-8300

Email: Stephanie@Gvcm.org

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

Staff Recommendation: Approve for Signs

---

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

GLOBAL VISION CITADELLE MINISTRIES (GVCM)
Stephanie Stumbaugh
683 SW Sea Holly Ter
Port Saint Lucie, FL 34984
stephanie@gvcm.org
772-971-8300

DATE OF EVENT: FEBRURY 24, 2017

To: City Council

GVCM will be hosting an event on February 24, 2017 @ 6pm-10pm at Tradition Square, 10489 SW Meeting St, Port Saint Lucie, FL. We are asking for Sign placement from February 10-24, 2017. We are asking for 3 placements in the following right-of-ways:

1. PSL Blvd and Floresta
2. PSL Blvd and Airiso
3. PSL Blvd and Gatlin

An image of the signs we will be placing:

Thank you,
Stephanie Stumbaugh
Stephanie Stumbaugh
Global Vision Citadelle Ministries
Administrative Assistant

Location of Banners

1. PSL Blvd & Floresta
2. PSL Blvd & Airoso
3. PSL Blvd & Gatlin

Date of Event : February 24th 2017

Location : Tradition Square

Number of Signs : 3

COUNCIL ITEM 10A
DATE 1/9/17

COUNCIL ITEM 8A
DATE 1-23-17

ORDINANCE 17-01

AN ORDINANCE PROVIDING FOR THE THIRD AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR ARCCO OF SLW (FKA ARCCO OF SLW/ELKS LODGE) P16-138 LOCATED IN A PLANNED UNIT DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 02-37, City of Port St. Lucie, the City of Port St. Lucie City Council approved a Planned Unit Development Document and conceptual development plan for SLW Elks Lodge P02-051, a development located in a Planned Unit Development Zoning District, and

WHEREAS, by Ordinance 06-44, City of Port St. Lucie, the City of Port St. Lucie City Council approved an amendment to the Planned Unit Development Document and Conceptual Development Plan for Arcco of St. Lucie West/Elks Lodge P06-027, and

WHEREAS, by Ordinance 15-04, City of Port St. Lucie, the City of Port St. Lucie City Council approved a second amendment to the Planned Unit Development Document and Conceptual Development Plan for Arcco of St. Lucie West P14-163, 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.

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

Section 1. That the Planned Unit Development Document and Conceptual Development Plan for Arcco of SLW P14-163 , as approved by Ordinances 02-37, 06-44, and 15-04 City of

Port St. Lucie, is amended as reflected in the Planned Unit Development Document labeled Exhibit "A" and attached hereto.

Section 2. That the provisions of Ordinances 02-37, 06-44, and 15-04 City of Port St. Lucie, not inconsistent with the provisions of Section 1 herein shall remain in full force and effect.

Section 3. 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 _____, 2017.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: January 9, 2017
and Quasi-Judicial Hearing on:
January 23, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-01 Arcco of St. Lucie – PUD and Concept Plan PUD Amendment (P16-138)
Submittal Date:	12/20/2016

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

BACKGROUND: The Arcco PUD was last amended in 2015, to expand the permitted commercial uses. Since the site also has a LI (Light Industrial) Future Land Use, the PUD continues to identify industrial uses as well. This is the third amendment to the Arcco of St. Lucie PUD document. This request will not alter any of the permitted or special exception uses in the PUD document. The proposed changes are as follows:

1. Include a parking ratio of 1 space for every 250 square feet for recreational facilities.

2. Update the concept plan to re-design the parking area to provide 119 spaces.

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 December 20, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this PUD Amendment on December 6, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: 440 NW Peacock Blvd., which is located on the west side of Peacock Blvd., between Enterprise Dr. and Stadium Dr.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
DEC 2 2 2016
CITY MANAGER'S OFFICE

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

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

FROM: **JOHN FINIZIO, PLANNER**

RE: **ARCCO OF ST. LUCIE PUD AND CONCEPT PLAN**
PUD AMENDMENT
PROJECT NO. P16-138

DATE: **NOVEMBER 22, 2016**

PROPOSED AMENDMENT: The Arcco PUD was last amended in 2015, to expand the permitted commercial uses. Since the site also has a LI (Light Industrial) Future Land Use, the PUD continues to identify industrial uses as well. This is the third amendment to the Arcco of St. Lucie PUD document. This request will not alter any of the permitted or special exception uses in the PUD document. The proposed changes are as follows:

1. Include a parking ratio of 1 space for every 250 square feet for recreational facilities.

2. Update the concept plan to re-design the parking area to provide 119 spaces.

APPLICANT: McCarty & Associates. The authorization letter is attached to the staff report.

OWNER: Arcco of St. Lucie, Inc.

LOCATION: 440 NW Peacock Blvd., which is located on the west side of Peacock Blvd., between Enterprise Dr. and Stadium Dr.

LEGAL DESCRIPTION: SLW Plat 1, Block 3, Lot I-2.

SIZE: Approximately 2.49 acres (108,725 square feet).

EXISTING ZONING: PUD (ARCCO of St. Lucie West Planned Unit Development).

EXISTING USE: This site is developed and contains a 29,675 square foot one story multiuse building. This building is currently vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	LI/CS	CS	Vacant
S	LI/OSR/I	WI	Existing Self Storage Facility
E	OSR	GU	Existing Sports Complex
W	LI/OSR/I	WI	Existing Industrial Buildings

REQUESTED ZONING: PUD (Planned Unit Development).

FUTURE LAND USE: LI (Light Industrial)/OSR (Open Space Recreation)/I (Institution).

IMPACTS AND FINDINGS:

Land Use Consistency: The proposed amendment is consistent with the direction and policies of the City's Comprehensive Plan; in particular, Objective 1.1.4 which states that "future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with sound planning principals including the prevention of sprawl; energy efficiency, natural limitations; the goals, objectives, and policies contained within the comprehensive plan; and the desired community character, and to ensure availability of land for future demand and utility facilities."

Sewer/Water Service: St. Lucie West Utilities will provide the utilities for this site. This site is already developed, and all utilities are currently in place.

Transportation: As identified on the approved site plan, access to this site is off of Peacock Blvd. The City's Engineering Department has reviewed and approved traffic data for this site as part of the previous PUD and site plan applications. If applicable, any necessary improvements shall be determined during any subsequent development review processes.

Environmental: As previously noted, this site has already been developed, and all environmental issues were addressed as part of the site plan development process. This PUD amendment will not be making any changes to the existing layout of the site.

Other: The approved site plan for this property (P06-365 ABC Supply) identifies a total of 64 parking spaces. However, the applicant has already submitted a site plan amendment (P16-182 Arcco of St. Lucie Site Plan Amendment) to add the 55 parking

spaces, and landscape islands shown on the PUD concept plan. This application is currently under review.

RELATED PROJECTS:

P14-163 Arcco of SLW PUD Amendment No. 2. This application revised the permitted uses in the PUD to include more commercial uses to provide more flexibility. This application was approved by City Council on February 9, 2016.

P06-181 ABC Supply Site Plan Amendment. This application made modifications to the north side of the building and parking area to allow warehousing and wholesale distribution of building materials. This application was approved by City Council on April 28, 2006.

P06-027 Arcco @ SLW/Elks Lodge PUD Amendment. This application revised the uses permitted in the northern portion of the building to allow for more industrial uses. This application was approved by City Council on May 22, 2006.

P02-365 Thunderskate @SLW Site Plan Amendment. This application added a handicap accessible entrance to the building. This was an administrative amendment approved by the Planning and Zoning Department on December 13, 2002.

P02-051 SLW Elks Lodge/Thunderskate PUD Rezoning Application. This was a PUD rezoning application to combine private recreational uses and a club/lodge facilities. This application was approved by City Council on May 13, 2002.

P96-088 Treasure Coast Sports (Thunderskate) Site Plan Application. This application was for the construction of a 29,675 square foot indoor roller skating rink with an incidental snack bar. This application was approved by City Council on June 24, 1996.

P96-073 Drossos Rezoning Application. This application was to rezone 2.49 acres from WI (Warehouse Industrial) to FI (Flexible Industrial). This application was approved by City Council on May 13, 1996.

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.

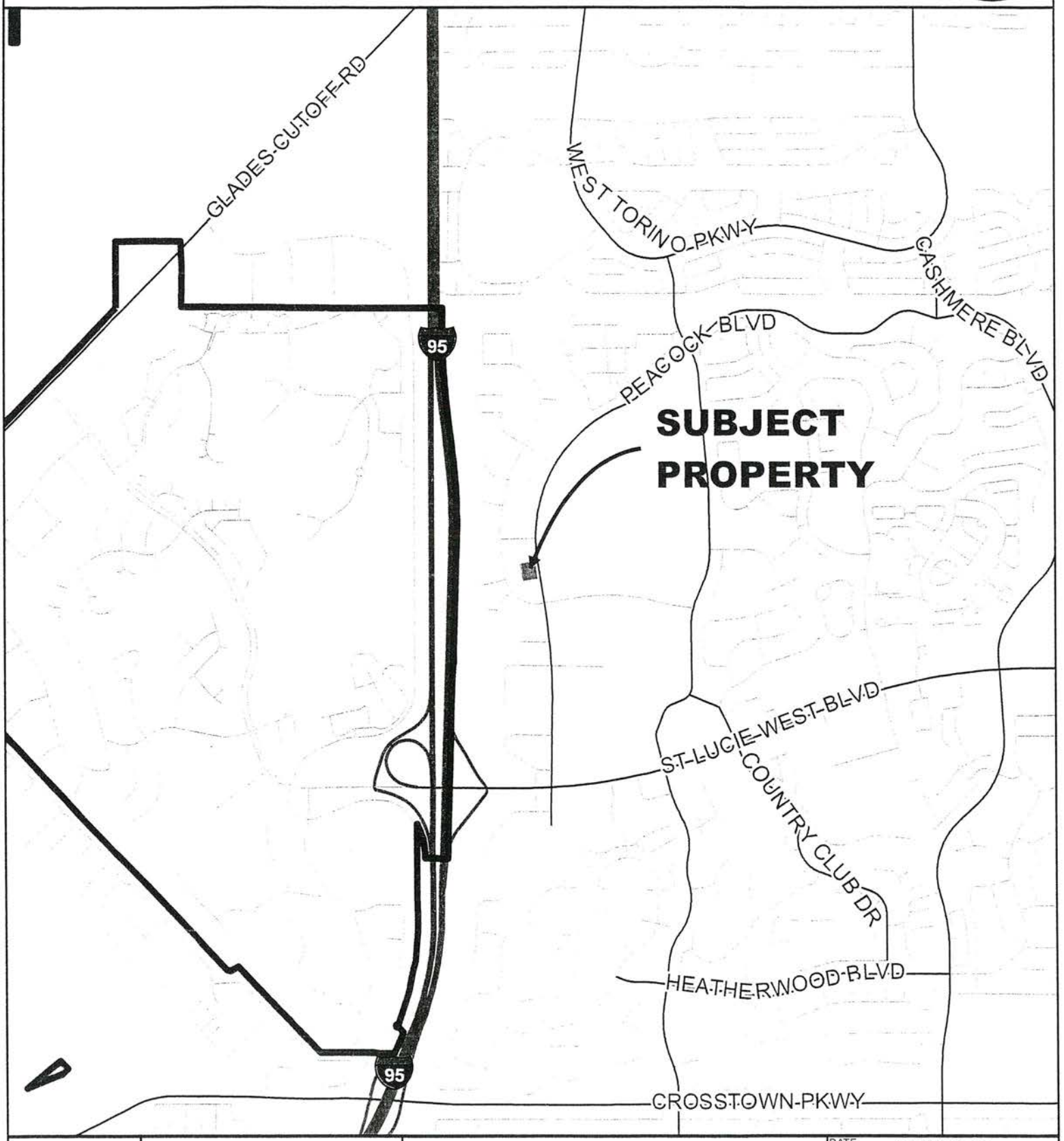
The Site Plan Review Committee reviewed the PUD document and concept plan on September 14, 2016 and recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

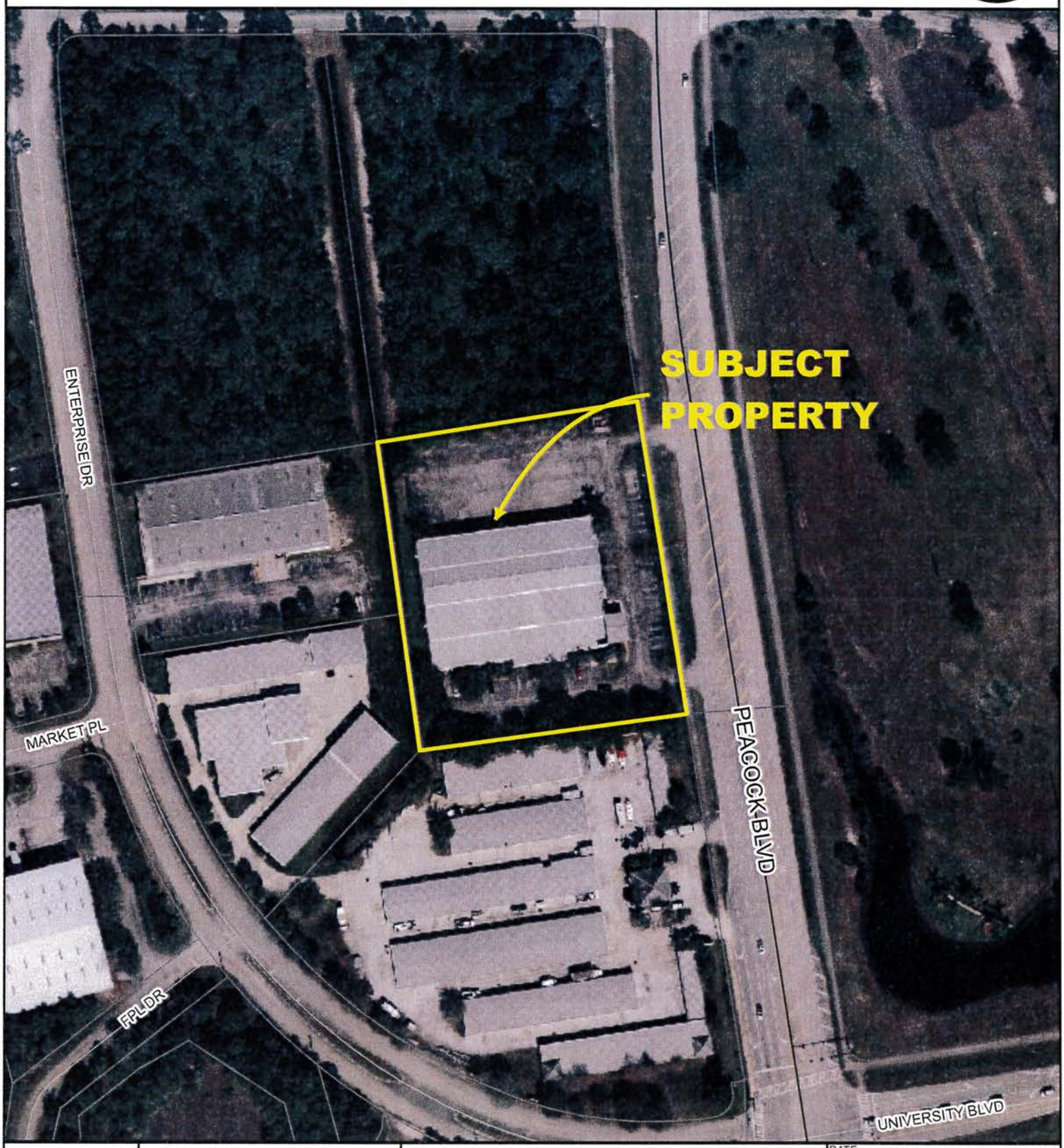
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



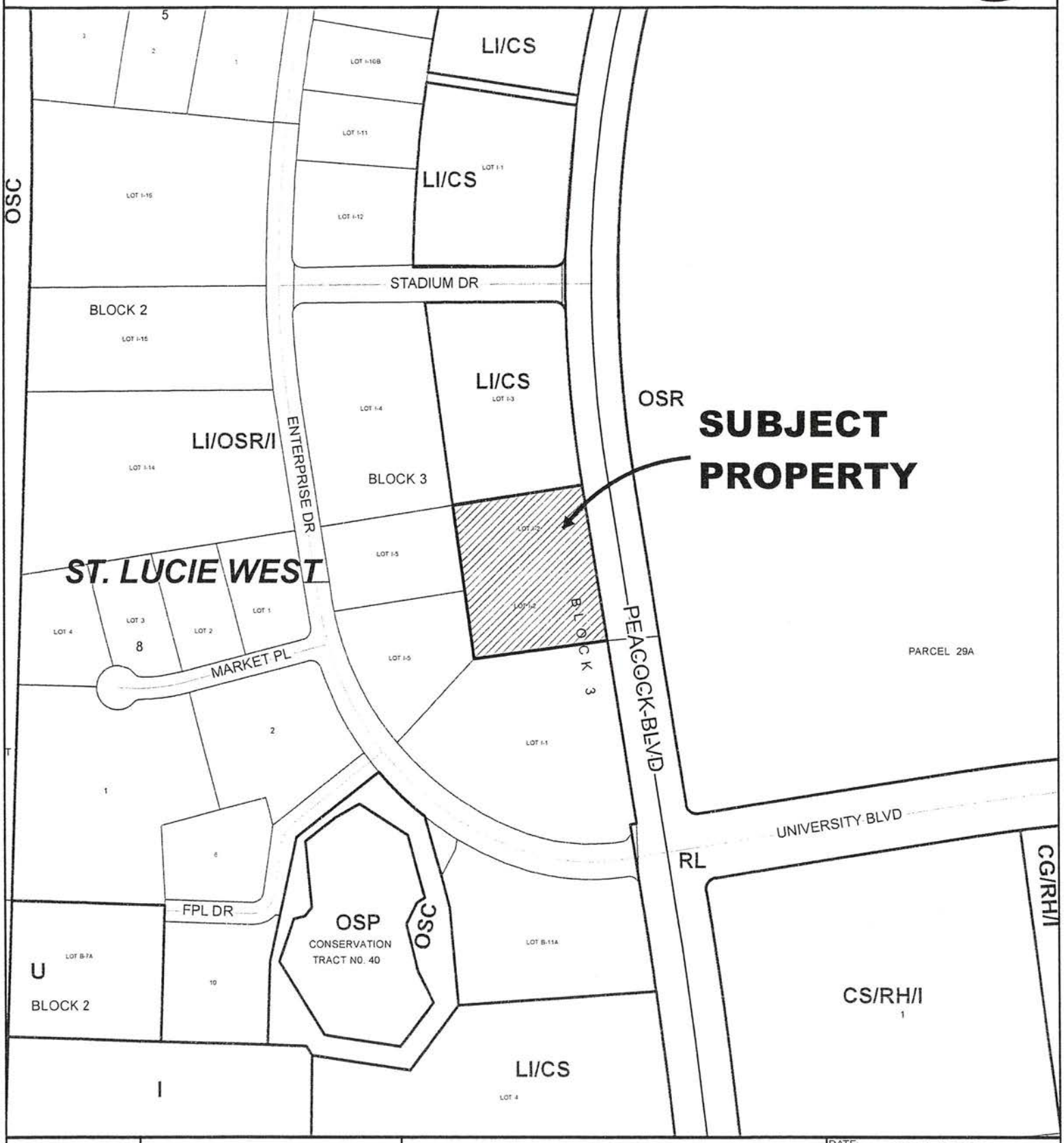
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



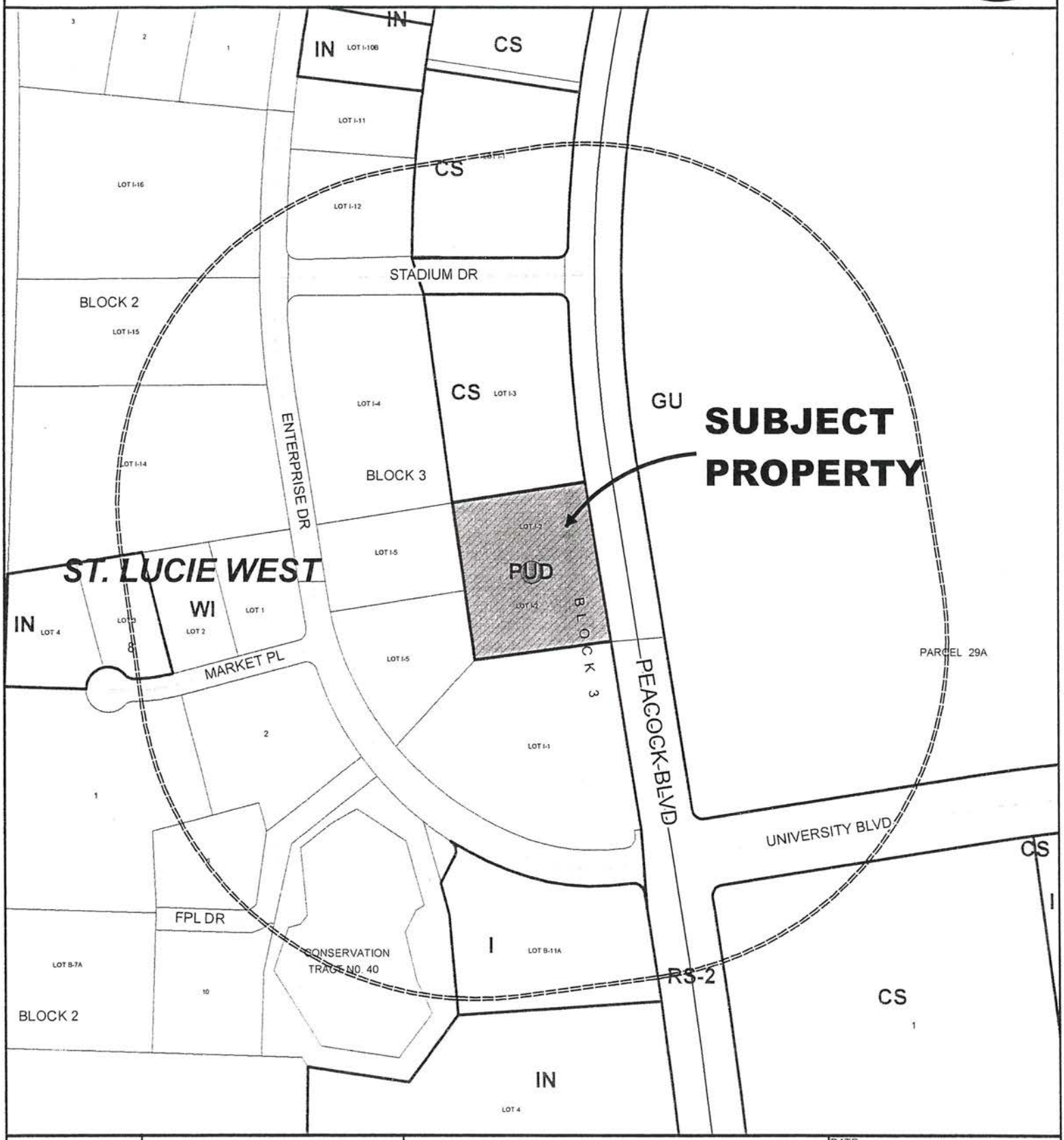
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2 AERIAL DATE 2014	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT ARCCO OF ST. LUCIE, INC. SLW PLAT NO. 1, BLOCK 3, LOT I-2	DATE: 8/31/2016 APPLICATION NUMBER: P16-138 USER: patricias SCALE: 1 in = 292 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. P14-138
Fee (Nonrefundable)$ 2,030.00
Receipt # 108089

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: Mike@McCartylandplanning.com

PROPERTY OWNER:

Name: Arcco of St. Lucie Inc

Address: PO Box 12909

Telephone No. _____ FAX No. _____

AGENT OF OWNER (if any)

Name: McCarty & Associates Land Planning and Design LLC

Address: 73 SW Flagler Ave Stuart FL 34994

Telephone No. 772-341-9322 FAX No. _____

RECEIVED
AUG 17 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY INFORMATION

Legal Description: ST LUCIE WEST-PLAT 1- BLK 3 LOT I-2 (OR 2214-228; 2227-1455)
(Include Plat Book and Page)

Parcel I.D. Number: 3323-500-0024-000-0

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: LI/OSR/I Acreage of Property: 2.5

Reason for amendment request:
The applicant is requesting a parking rate adjustment for a recreational facility use from 1 space /200 sqft to 1 space /250 sqft. The PUD amendment also includes a site plan proposing improvements to the parking lot configuration to provide a total of 119 spaces.

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	Hand Print Name	Date
	Michael L. Adams	8/15/16

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

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

McCarty & Associates

Land Planning and Design LLC
www.McCartyLandPlanning.com
73 SW Flagler Ave
Stuart Fl 34994
772-341-9322

Agent Authorization

To Whom It May Concern:

This letter authorizes McCarty & Associates Land Planning and Design LLC, to act as agent and represent our interests for the purpose of obtaining permits and approvals from state and local government agencies for the project known as **Arcco of St. Lucie** located at: **440 NW Peacock Blvd.**

Michael Adams-Registered Agent

By: Michael L. Adams

Its: Pres

Printed Name: Michael L. Adams Date: 8/15/16

STATE OF: Florida
COUNTY OF: St Lucie Co.

I HEREBY CERTIFY that for foregoing instrument was acknowledged before me this 15 day of August, 2016, by Michael L. Adams, owner of above referenced property who ( ) has produced _____ as identification or (✓) is personally known to me.

{NOTARY SEAL}

Notary Public State of Florida
Deonna Emmonds
My Commission FF 932797
Expires 11/02/2019

Notary Public
Deonna Emmonds
Name Printed: Deonna Emmonds
My commission expires: 11-02-2019

EXHIBIT 6

EXHIBIT 6

BINDING P.U.D. AGREEMENT

CITY OF PORT ST. LUCIE
BINDING PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

Project Name: ARCCO of ST. LUCIE

Legal Description: See Exhibit 5

I HEREBY DECLARE THAT ARCCO of ST. LUCIE, as described in Exhibit 5,

is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City fro completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me
this 2nd Day of December 2014.

Stacey Schaefer
Notary Public State of Florida at Large

ARCCO of St. Lucie, Inc.
a Florida Corporation

By: Michael L. Adams
Michael L. Adams, President

My Commission expires:

Stacey Schaefer
COMMISSION # FF049901
EXPIRES: AUG. 29, 2017
WWW.AARONNOTARY.com

* FOR STAFF USE ONLY *

Planning Dept No: _____

Ordinance Number: _____

Date Received: _____

Date Checked: _____

EXHIBIT 5

This Instrument Prepared By and Return to:
FRANK H. FEE, III, ESQ. of
FEE, KOBLEGARD & DeROSS
401 So. Indian River Dr.
Fort Pierce, FL 34950

Property Appraiser's Parcel Identification (Folio Number):
3323-500-0024-000/0

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2612380 04/28/2005 at 03:13 PM
OR BOOK 2227 PAGE 1455 - 1456 Doc Type: CDEED
RECORDING: $18.50
D DOC STAMP COLLECTION: $0.70

This CORRECTIVE WARRANTY DEED is recorded in order to correct a scrivener's misinterpretation of Lot number as appears in WARRANTY DEED of even date herewith recorded in OR Book 2214, page 228, Public Records of St. Lucie County, Florida.

CORRECTIVE WARRANTY DEED

THIS WARRANTY DEED, made the 8 day of April, 2005, by **WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation**, whose post office address is 440 NW Peacock Blvd., Port St. Lucie, FL, 34986, hereinafter called the Grantor, to **ARCCO OF ST. LUCIE, INC., a Florida corporation**, whose post office address is **Post Office Box 12909, Fort Pierce, FL, 34979-2909**, hereinafter called the Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to the instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

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

> **Lot I-2, Block 3, ST. LUCIE WEST PLAT 1, according to the map or plat thereof as recorded in Plat Book 26, Page 8, Public Records of St. Lucie County, Florida.**
>
> **SUBJECT TO reservations, restrictions and rights-of-way of Public Record, together with taxes subsequent to December 31, 2004, provided, however, that this reference shall not serve to reimpose any of the same.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of

all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Lisa L. Bolton
Printed Name

Witness Signature
FRANK H. FEE, JR
Printed Name

WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation

By: _____
CLIFFORD L. BRACKETT,
Chairman of the Board of Trustees

By: _____
KATHLEEN A. HEINLEIN,
Exalted Ruler

Attest: _____
CAROL HEINTZ, Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Clifford L. Brackett, Kathleen A. Heinlein, and Carol Heintz, as Chairman of the Board of Trustees, Exalted Ruler, and Secretary, respectively, of WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the company, and an oath was not taken. (Check one:) ☐Said person(s) is/are personally known to me. ☒Said person(s) provided the following type of identification: _____

Witness my hand and official seal in the County and State last aforesaid this 8th day of April, 2005.

NOTARY RUBBER STAMP SEAL

Lisa L. Bolton
MY COMMISSION EXPIRES December 4, 2007
#DD249981
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature
Lisa L. Bolton
Printed Notary Name

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is
not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error,
please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

Presented to:
City of Port St Lucie Planning & Zoning Department
121 SW Port St Luice Boulevard
Port St Lucie, Florida 34984

P.U.D. APPLICATION

For

P. U. D. REZONING

For

ARCCO of ST. LUCIE

2.496 Acres

For

ARCCO OF ST. LUCIE, INC.
P.O. Box 12909
Ft. Pierce, Florida 34979
(772) 461-6321

Prepared by:
McCarty & Associates Land Planning and Design LLC
73 SW Flagler Ave, Stuart FL 34994
(772) 341-9322

~~December 2014~~ August 17, 2016

CITY OF PORT ST. LUCIE PROJECT No. ~~P14-163~~ P16-138

EXHIBIT "A"

ARCCO of ST. LUCIE
AMENDMENT SHEET

1. Amendment No. 1 — February 2006
   - Revised the use of the north portion of the existing building currently used as a skating facility to allow for Industrial Use. The intended industrial use will be for warehousing and wholesale distribution of aluminum related products to the construction trade industry.

2. Amendment No. 2 – December 2014

   - Revised the permitted uses of the existing building to allow certain uses currently allowed in the City of Port St Lucie General Commercial Zoning District (CG) (158.124).

3. Amendment No. 3-August 2016
   - Revise the site plan to re-design the parking area to provide 119 spaces and to request a parking rate adjustment of 1/250 for "recreation facility". The tenant will occupy the entire building and operate a recreational facility open to the public.

LIST OF EXHIBITS

Exhibit 1	Application for P.U.D. Amendment and Concept Plan Approval
Exhibit 2	P.U.D. Amendment Checklist
Exhibit 3	Letter of Unified Control
Exhibit 4	General Standards for District Establishment (158.172)
Exhibit 5	~~Legal Description~~/Special Warranty Deed
Exhibit 6	Binding PUD Agreement
Exhibit 7	Location Maps, Aerial Map, Legal Description,
~~**Exhibit 8**~~	~~Boundary Survey~~
Exhibit 9	PUD Amendment Concept Plan

Exhibit 1

PUD AMENDMENT APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Mike@McCartylandplanning.com

PROPERTY OWNER:

Name: Arcco of St. Lucie Inc

Address: PO Box 12909

Telephone No. _____ FAX No. _____

AGENT OF OWNER (if any)

Name: McCarty & Associates Land Planning and Design LLC

Address: 73 SW Flagler Ave Stuart FL 34994

Telephone No. 772-341-9322 FAX No. _____

PROPERTY INFORMATION

Legal Description: ST LUCIE WEST-PLAT 1- BLK 3 LOT I-2 (OR 2214-228; 2227-1455)
(Include Plat Book and Page)

Parcel I.D. Number: 3323-500-0024-000-0

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: LI/OSR/I Acreage of Property: 2.5

Reason for amendment request:
The applicant is requesting a parking rate adjustment for a recreational facility use from 1 space/200 sqft to 1 space/250 sqft. The PUD amendment also includes a site plan proposing improvements to the parking lot configuration to provide a total of 119 spaces.

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	Hand Print Name	Date
	Michael L. Adams	8/15/16

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

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

EXHIBIT 2

P.U.D. APPLICATION CHECKLIST (158.170)

1 A statement of unified control for the entire area within the proposed P.U.D. is enclosed as Exhibit 3.

2. The requested PUD amendment proposes to reconfigure the parking area to provide for 119 parking spaces, creation of parking islands, and removal of loading docks. The proposed tenant of the space is Circus Trix which is classified as "recreational facility" use. The applicant is requesting a parking rate adjustment to the PUD to allow a parking rate of 1 space /250 sqft as opposed to the 1 space /200 sqft required as per the City of PSL Land Development Regulations.

3. The ~~development plan for the~~ building footprint will remain as currently constructed. The existing development, SLW Elks Lodge/Thunderskate was approved by the City of Port St. Lucie on April 22, 2002 under City Project No. P02-51. ~~Only internal changes to the Roller Rink portion of the project are contemplated to accommodate the warehouse and distribution facility use. Only internal changes to the building may be implemented to accommodate specific user requirements within the allowed zoning.~~ The requested PUD amendment proposes to reconfigure the parking area to provide for 119 parking spaces, creation of parking islands, and removal of loading docks. Refer to the attached PUD Amendment Concept Plan.

4. Please see Exhibit 4 for the General Standards established for this Planned Unit Development. The maximum building heights, minimum setbacks and other site data will not be modified from the currently constructed facility. Any structure greater than 35 feet in height shall be required to maintain a setback from the property line of such PUD of one hundred (100) percent of the building height.

5. This development is within the corporate limits of the City of Port St. Lucie within underlying land uses to support the intended uses.

6. ~~The proposed development will result in a traffic generation decrease to the change in use from the roller rink to a warehouse/wholesale distribution facility as demonstrated below. No off-site transportation improvements are warranted.~~

~~Existing Use: Roller Rink (ITE Code 465 Skating Rink)~~
~~PM Peak Hour: 2.36 vph/1,000sf x 22,256 sf = 52.5 vph~~

~~Proposed Use: Warehouse (ITE Code 150 Warehouse)~~
~~PM peak Hour: 0.47 vph/1,000 sf x 22,256 sf = 10.5 vph~~

7. The owner agrees to voluntarily participate with a fair share contribution for the Peacock Boulevard Special Assessment District should the district be formed by the City.

ARCCO of ST. LUCIE/~~SLW Elks Lodge~~

EXHIBIT 3

~~February 1, 2006~~

~~Ms. Cheryl Friend, AICP~~
~~Director of Planning and~~
~~Zoning City of Port St. Lucie~~
~~121 S.E. Port St. Lucie Boulevard~~
~~Port St. Lucie, Florida 34984~~

~~RE: **ARCCO of ST. LUCIE/SLW Elks Lodge — Parcel ID No. 3323-500-0024-000/0 PUD Rezoning Application**~~

~~Dear Ms. Friend:~~

~~This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning Regulations. ARCCO of ST. LUCIE INC. is the owner of record of the subject property, pursuant to the Special Warranty Deed dated April 8, 2005 and copies of which are attached to this application.~~

~~Should you have any questions regarding this information, please do not hesitate to~~

~~contact me. Sincerely,~~

~~**ARCCO of ST. LUICE,**~~

~~Peter Harrison~~
~~Vice President~~

ARCCO of ST. LUCIE

EXHIBIT 3

Ms. Patricia A. 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: ARCCO of ST. LUCIE — Parcel ID No. 3323-500-0024-000/0
PUD Rezoning Application

Dear Ms. Tobin

This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning Regulations. ARCCO of ST. LUCIE INC. is the owner of record of the subject property, pursuant to the Special Warranty Deed dated April 8, 2005 and copies of which are attached to this application.

Should you have any questions regarding this information, please do not hesitate to

contact me.

Sincerely,

ARCCO of ST. LUICE,

Michael L. Adams
President

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

1. The ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ site is 2.496 acres in size, exceeding the 2-acre minimum requirement for the establishment of a Planned Unit Development within the City of Port St. Lucie.

2. The ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ site is located in along the west side of NW Peacock Loop roadway in the SLW industrial park across from the baseball stadium, within the City of Port St. Lucie. Access to the property will be via the two existing driveways on NW Peacock Loop.

3. ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ PUD has an existing stormwater management system on site that meets all requirements of the City of Port St. Lucie, St. Lucie West Services District and the South Florida Water Management District.

   ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ PUD is supplied with potable water and wastewater service by the St. Lucie West Services District. Furthermore, the development is accepting reclaimed water for irrigation from the St. Lucie West Services District.

4. The physical characteristics of the ARCCO of ST. LUCIE/~~SLW Elks Lodge~~ PUD can be described as an existing developed parcel with a 29,675 square foot building. ~~The south 25% of the building is occupied by the ELKS Lodge~~.

5. This PUD application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan.

6. The development consists of 29,675 square feet of building with ~~119~~ ~~64~~ 119 parking spaces ~~currently~~ proposed to ~~serving~~ support the site. The site is capable of providing ~~119~~ 64 parking spaces under its current design layout.

7. Allowed uses in the Planned Unit Development Zoning Categories are as follows:

   The following permitted uses within the City of Port St Lucie General Commercial Zoning District (CG) (158.124).

   (1) Any retail, business, or personal service use (including repair of personal articles, furniture, and household appliances) conducted wholly within an enclosed building,

where repair, processing, or fabrication of products is clearly incidental to and restricted to on-premises sales;

(2) Horticultural nursery, garden supply sales;

(3) Office for administrative, business, or professional use;

(4) Public facility or use;

(5) Restaurants;

(6) Retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with Chapter 110

a) Banquet hall and/or professional catering services
b) Recreation amusement facility;
c) Club or lodge (private), with or without an alcoholic beverage license for sales of alcoholic beverages to members and guests of the club or lodge in accordance with Chapter 110;
d) Park or playground, or other public recreation or cultural facility (public);
e) Civic, or cultural facility (private);
f) Service club;
g) Youth organization or club (nonprofit);

The following special exception uses within the City of Port St Lucie General Commercial Zoning District (CG) (158.124).

(1) Enclosed assembly area;

(2) Catalog showrooms with more than twenty (20%) percent of gross floor area devoted to storage;

(3) Kennel, enclosed;

(4) Bars, lounges, and night clubs;

(5) Schools (private or parochial), meeting the requirements of the State Board of Education, or technical or vocational schools;

(6) Automobile, boat, farm equipment or truck sales and repairs with repairs conducted entirely within an enclosed building.

(7) Any use set forth in Subsection B: "Permitted Principal Uses and Structures" that include drive-through service.

(8) Pain management clinic.

The following permitted uses within the Warehouse Industrial Zoning District (WI) (158.135)

(a) Cabinet making, carpentry shop or other trade shops

(b) Manufacturing, assembly, warehousing, storing, processing and packaging of goods and materials

(c) mini-warehousing

(d) Warehousing, providing that no more than 500 sq. ft. of each building be devoted to office space associated with the warehouse use and not as a separate unrelated business

(e) Wholesale trade, providing that no more than (50%) fifty percent of the total floor area is devoted to the display of goods and materials of office space, including the wholesale of alcoholic beverages,

(f) Building material sales and/or lumber yard

(158.135) (B) (2)

(g) Warehousing, open storage, provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight feet with no material placed as to be visible beyond the height of said fence or wall.

8. The maximum building height within the Project shall be 75 feet.

9. The maximum Building coverage shall be (50%) fifty percent, provided that the combined area coverage of all impervious surfaces shall not exceed (80%) eighty percent.

10. The building setbacks shall be as follows:

Front Setback = 25 feet
Side Setback = 10 feet
Rear Setback = 25 feet

11. Parking Requirements:
-Recreational Facility: 1 space/250 sqft

EXHIBIT 5

This Instrument Prepared By and Return to:
FRANK H. FEE, III, ESQ. of
FEE, KOBLEGARD & DeROSS
401 So. Indian River Dr.
Fort Pierce, FL 34950

Property Appraiser's Parcel Identification (Folio Number):
3323-500-0024-000/0

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2612380 04/28/2005 at 03:13 PM
OR BOOK 2227 PAGE 1455 - 1456 Doc Type: CDEED
RECORDING: $18.50
D DOC STAMP COLLECTION: $0.70

This CORRECTIVE WARRANTY DEED is recorded in order to correct a scrivener's misinterpretation of Lot number as appears in WARRANTY DEED of even date herewith recorded in OR Book 2214, page 228, Public Records of St. Lucie County, Florida.

CORRECTIVE WARRANTY DEED

THIS WARRANTY DEED, made the 8 day of April, 2005, by **WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** whose post office address is 440 NW Peacock Blvd., Port St. Lucie, FL, 34986, hereinafter called the Grantor, to **ARCCO OF ST. LUCIE, INC., a Florida corporation,** whose post office address is **Post Office Box 12909, Fort Pierce, FL, 34979-2909,** hereinafter called the Grantee.

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to the instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

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

> **Lot I-2, Block 3, ST. LUCIE WEST PLAT 1, according to the map or plat thereof as recorded in Plat Book 26, Page 8, Public Records of St. Lucie County, Florida.**
>
> **SUBJECT TO reservations, restrictions and rights-of-way of Public Record, together with taxes subsequent to December 31, 2004, provided, however, that this reference shall not serve to reimpose any of the same.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of

all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature
Lisa L. Bolton
Printed Name

Witness Signature
FRANK H. FEK
Printed Name

WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation

By: _____
CLIFFORD L. BRACKETT,
Chairman of the Board of Trustees

By: _____
KATHLEEN A. HEINLEIN,
Exalted Ruler

Attest: _____
CAROL HEINTZ, Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Clifford L. Brackett, Kathleen A. Heinlein, and Carol Heintz, as Chairman of the Board of Trustees, Exalted Ruler, and Secretary, respectively, of WEST ST. LUCIE ELKS LODGE #2823, INC., a Florida non-profit corporation,** known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the company, and an oath was not taken. (Check one:) ☐Said person(s) is/are personally known to me. ☒Said person(s) provided the following type of identification: _____.

Witness my hand and official seal in the County and State last aforesaid this 8th day of April, 2005.

NOTARY RUBBER STAMP SEAL

Lisa L. Bolton
MY COMMISSION EXPIRES December 4, 2007
#DD249981
Bonded thru Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature
Lisa L. Bolton
Printed Notary Name

EXHIBIT 6

EXHIBIT 6

BINDING P.U.D. AGREEMENT

CITY OF PORT ST. LUCIE
BINDING PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT

Project Name: ARCCO of ST. LUCIE

Legal Description: See Exhibit 5

I HEREBY DECLARE THAT ARCCO of ST. LUCIE, as described in Exhibit 5,

is under unified control and hereby agree to proceed with the proposed PUD development according to the provisions of the City of Port St. Lucie zoning regulations and conditions as may be attached to the zoning of the land to PUD. In addition, I will provide agreements, contracts, deed restrictions and such relevant securities as may be required by the City fro completion of the development according to the design parameters approved at the time of rezoning to PUD, and also agree to provide continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated or maintained at public expense. In addition, I agree to bind all successors in title to any commitments made hereunder in this paragraph.

Sworn to and subscribed before me
this 2nd Day of December 2014.

Stacey Schaefer
Notary Public State of Florida at Large

ARCCO of St. Lucie, Inc.
a Florida Corporation

By: Michael L. Adams
Michael L. Adams, President

My Commission expires:

Stacey Schaefer
COMMISSION # FF049901
EXPIRES: AUG. 29, 2017
WWW.AARONNOTARY.com

* FOR STAFF USE ONLY *

Planning Dept No: _____

Ordinance Number: _____

Date Received: _____

Date Checked: _____

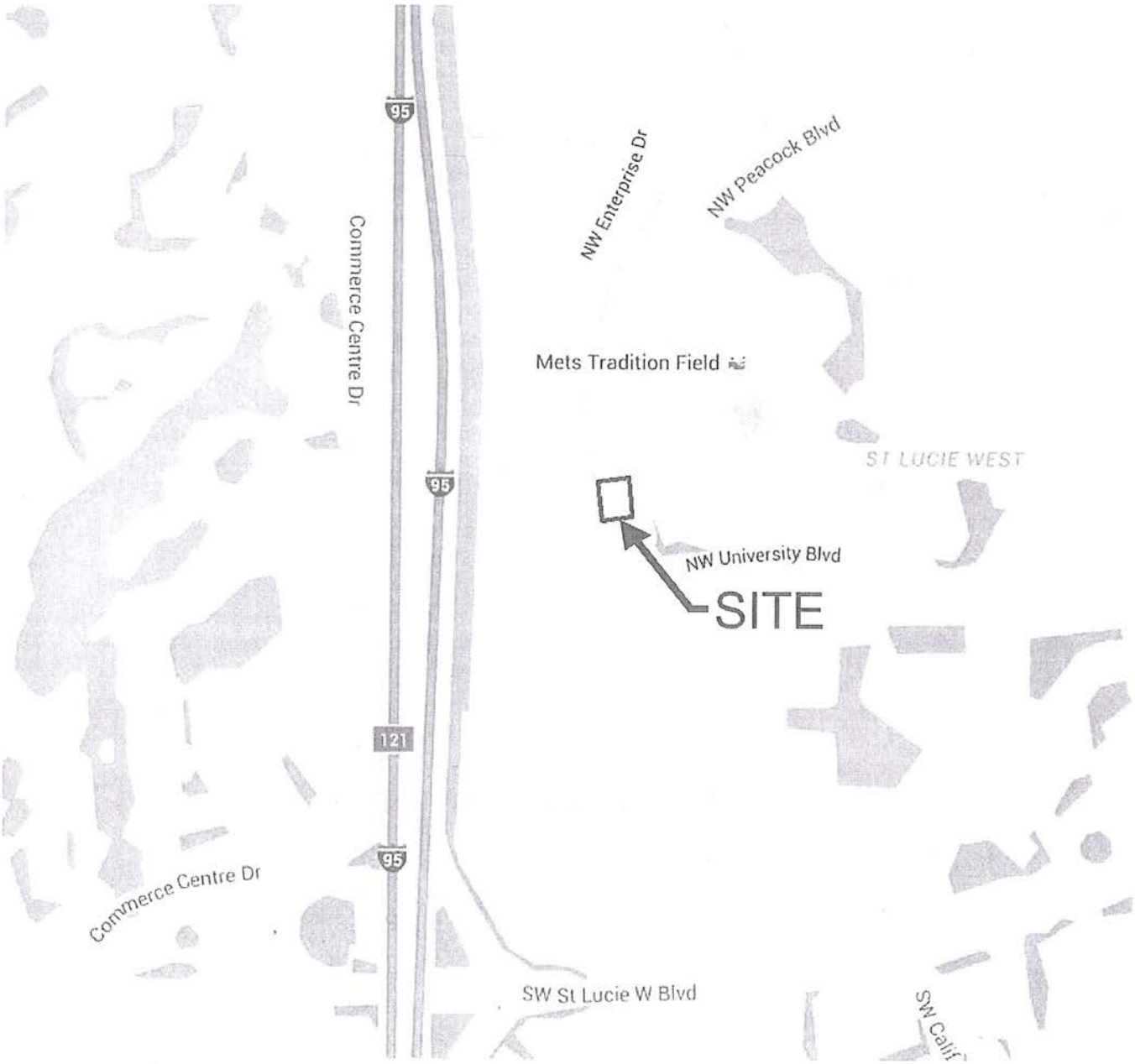
Exhibit 7

Arcco of St Lucie

3323-500-0024-000-0
440 NW Peacock Boulevard
Port St Lucie, Florida

Location Map

McCarty & Associates
LAND PLANNING AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com



8/15/2016
Project Number (P16-138)

Arcco of St Lucie

3323-500-0024-000-0
440 NW Peacock Boulevard
Port St Lucie, Florida

Aerial Photograph

McCarty & Associates
LAND PLANNING
AND DESIGN
STUART • FT. PIERCE
772.341.9322
www.McCartyLandPlanning.com
Mike@McCartyLandPlanning.com

8/15/2016
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Legal Description

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ST LUCIE WEST - PLAT 1 - BLK 3 LOT I-2
(OR 2214 - 228: 2227 - 1455)

8/15/2016
Project Number (P16-138)

Exhibit 9

Location Map

Legal Description

ST LUCIE WEST PLAT 1- BLK 3 LOT 1-2 (OR 2314-225, 2327-1455)

Site Data

PCN	3123-509-0001-000-0
SECTION/RANGE	23/36S/39E
PARCEL AREA	108,733 SF / 2.5 AC
ZONING	PUD
FUTURE LAND USE	LI/OS/U
EXISTING USE	VACANT INDUSTRIAL
PROPOSED USE	RECREATION FACILITY
MINIMUM BUILDING SETBACKS	FRONT 25', SIDE 10', REAR 20'
FINISHED FLOOR ELEVATION	31.00
MAXIMUM BUILDING HEIGHT	25.5
FLOOD ZONE	X
MAXIMUM BUILDING COVERAGE	50%
UTILITIES PROVIDED	ST LUCIE WEST UTILITIES

Lot Coverage Data

TOTAL SITE AREA	108,733 SF / 2.5 AC.	100%
IMPERVIOUS AREA	79,245 SF / 1.82 AC.	72.9%
EXISTING BUILDING	29,675 SF / 0.68 AC.	27.3%
PARKING/VUA	47,513 SF / 1.09 AC	43.7%
SIDEWALKS, ETC.	2,057 SF / 0.04 AC	2.1%
PERVIOUS AREA	29,513 SF / 0.68 AC.	27.1%
LANDSCAPE BUFFERS/OPEN SPACES	29,513 SF / 0.68 AC.	27.1%

Parking Requirements

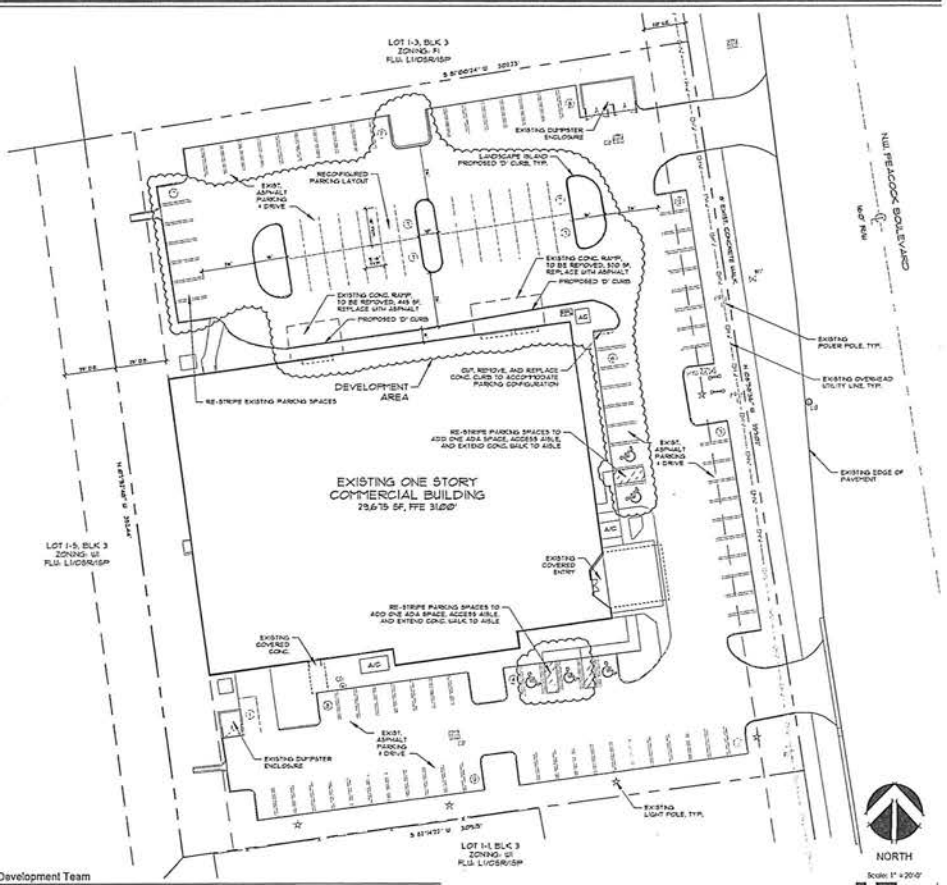
PARKING SPACES REQUIRED	118
PARKING SPACES PROVIDED	119
STANDARD SPACES	114
ADA ACCESSIBLE SPACES	5

Notes

1. ALL EXOTIC VEGETATION SHALL BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. PROPOSED TIMETABLE FOR CONSTRUCTION: "ALL BUILDING PERMITS SHALL BE OBTAINED AND ALL CONSTRUCTION COMPLETED WITHIN TIME FRAME CONSISTENT WITH ST LUCIE COUNTY ORDINANCES."
3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND LAYOUT DIMENSIONS IN THE FIELD. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION BEFORE CONSTRUCTION.
4. REFER TO THE ARCHITECTURAL DRAWINGS FOR ALL BUILDING DIMENSIONS.
5. CONTRACTOR SHALL VERIFY ALL EXISTING GRADES IN THE FIELD AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE LANDSCAPE ARCHITECT FOR DECISION.
6. NEW EARTHWORK SHALL BLEND SMOOTHLY INTO EXISTING GRADE.
7. ALL PAVED AREAS MUST PITCH TO DRAIN AT MIN. OF 1/8" PER FOOT. ANY DISCREPANCIES NOT ALLOWING THIS TO OCCUR SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO CONTINUING WORK.
8. CONTRACTOR SHALL PROVIDE IRRIGATION TO, AND DRAINAGE FROM, ALL PLANTERS.
9. REMOVE ALL ROAD BASE, SHELLROCK, MARL, CORAL ROCK, AND RUBBLE 30" MIN BELOW FINISH GRADE FROM ALL NEW PLANTING AREAS AND TREE PITS. BACKFILL WITH SUITABLE SOIL AS APPROVED BY LANDSCAPE ARCHITECT. MAINTAIN EXISTING GRADE AT EXISTING TREES.

Drainage Notes

1. MATCH ALL EXISTING GRADES ALONG SIDE PROPERTY LINES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE SITE DRAINAGE AWAY FROM ALL STRUCTURES INCLUDING BUT NOT LIMITED TO PLANTERS, COURTYARD PLANTING AREAS, HARDSCAPE SURFACES AND ARCHITECTURAL ELEMENTS.
3. CONTRACTOR SHALL PROVIDE DRAINAGE FROM ALL PLANTERS



Project Number (P16-138)

Development Team

Owner	Site Planner	Copyright
Arcco of St Lucie Inc PO Box 12905 Fort Pierce, FL	Michael S. McCarty McCarty & Associates Land Planning and Design Phone: 772-341-3223	All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements, or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

McCarty & Associates

LAND PLANNING AND DESIGN

STUART • FT. PIERCE

772.341.3223
www.McCartyLandPlanning.com
MMcc@McCartyLandPlanning.com

Arcco of St Lucie

440 NW Peacock Blvd.
Port St Lucie, Florida

PUD Amendment Concept Plan

Drawn By	SL
Checked By	M. McCarty
Scale	1" = 20'-0"
Drawing Date	8/17/16
	staff comments 9/27/16

S-1

COUNCIL ITEM 10B
DATE 1/9/17

COUNCIL ITEM 8B
DATE 1-23-17

ORDINANCE 17-02

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT. ST. LUCIE AND STATE REPRESENTATIVE LARRY LEE, JR. FOR OFFICES LOCATED AT 9221 SE CIVIC CENTER PLACE, PORT ST. LUCIE, FLORIDA 34952; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Lease Agreement between the City of Port St. Lucie and State Representative Larry Lee, Jr., for said leased premises located at 9221 SE Civic Center Place, in the City of Port St. Lucie, to be substantially in the same form of the Lease Agreement as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to permit and allow use of the aforementioned office space to commence forthwith.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2017.

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 Ordinance)

LEASE AGREEMENT
FOR
OFFICE SPACE LOCATED AT THE CIVIC CENTER
BY STATE REPRESENTATIVE LARRY LEE, JR.

This Agreement ("Lease") is for certain office space located at the Civic Center, whose address is 9221 SE Civic Center Place, Port St. Lucie, FL 34952, made and entered into effective as of the _____ day of _____, 2017, between the City of Port St. Lucie, a Florida municipal corporation ("Lessor"), and State Representative Larry Lee, Jr., District 84 ("Lessee").

1. **LEASED PREMISES:**

Lessor hereby leases to Lessee certain office space located at the Civic Center, 9221 SE Civic Center Place, Port St. Lucie, FL 34952. That office space is described with more particularity as Office #255, consisting of 120 square feet ("Leased Premises") at the Civic Center. Lessor also hereby grants to Lessee and Lessee's employees, agents, invitees, licensees and vendors the nonexclusive right to use the restrooms and lobby.

2. **USE:**

Lessee shall use and occupy the Leased Premises for the purpose of an office building and for any other lawful use desired by Lessee upon the written consent of Lessor. Lessee shall only utilize the Leased Premises on Tuesdays & Thursdays between the hours of 9:00 a.m. and 3:00 p.m. These days and times may be changed upon mutual consent of the parties.

3. **TERM:**

The term of this Lease shall commence on January 1, 2017 and shall continue until its expiration at midnight on November 7, 2018 (Election Day), or on the date of State Representative Larry Lee, Jr.'s end of current term of office, whichever event occurs later in time.

4. **ANNUAL RENT:**

Due to the intermittent nature of the use, the Lessor shall waive the rent for the Lessee.

5. **LESSEE and LESSOR'S RESPONSIBILITIES:**

Lessee shall provide any office furnishings in addition to the existing outfitting of the space. Additionally, the Lessee shall pay for any telephones, computers or other accessory equipment.

Lessor shall pay for all water, sewer, garbage and janitorial services. Lessor shall provide accessibility to the premises during normal business hours and shall provide key access.

6. **LESSEE'S IMPROVEMENTS:**

All alterations, additions, improvements, decorations or installations, including but not limited to, railings, air-conditioning ducts or equipment (except movable furniture, partitions, and fixtures put in at the expense of Lessee which can be removed by Lessee without causing any structural damage to the building and where Lessee reasonably repairs any damage to the Leased Premises due to removal of the fixture(s)), shall become the property of Lessor at the termination of this Lease. Lessee shall pay the cost of any and all office improvements.

7. **TERMINATION:**

In the event that State Representative Larry Lee, Jr. breaches this Lease, the Lessor shall have the right to terminate this Lease and, upon termination, any improvements to the premises made by Lessee shall become the sole and exclusive property of the Lessor. Lessor has the right, upon ninety (90) days written notice prior to any anniversary date of this Lease Agreement, to terminate this Agreement, with or without cause, and upon such anniversary date to re-take possession of the leased premises. Lessee has the right, upon ninety (90) days written notice prior to any anniversary date of this Lease Agreement, to terminate this Agreement, with or without cause.

8. **NOTICES:**

All notices or other communications under this Agreement shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, first class, postage prepaid and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Article.

If to Lessee:
Larry Lee, Jr.
State Representative, District 84
100 North US Highway 1
Fort Pierce, FL 34950

If to Lessor:
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

Copy to:
City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

9. **ENTIRE AGREEMENT:**

It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the Lease unless such negotiations, arrangements, brochures, agreements and understandings are specifically incorporated herein.

10. **MODIFICATION OF LEASE:**

This Lease may be modified only by mutual written agreement of both parties.

11. **GOVERNING LAW:**

The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Should either party institute legal action to enforce any provisions contained herein, it is agreed by and between the parties that the venue of such suit or action shall be in St. Lucie County, Florida and both parties hereby waive any defenses to the contrary. This Lease shall not be construed either for or against Lessee or Lessor, but shall be interpreted in accord with the general tenor of this language.

12. **COMPLIANCE WITH LAWS:**

Lessor covenants and warrants that the building and the Leased Premises, and any use or intended use thereof by Lessor, presently complies with, and will continue throughout the term of this Lease to comply with, all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, rules and regulations including, but not limited to, the Americans with Disabilities Act of 1990, 42 USC § 12101, et. seq. If Lessor receives notice from any Federal, State or other governmental entity that they are not in compliance with any such covenant, ordinance, code, law or regulation, Lessor will promptly provide Lessee with a copy of such notice and with a statement of Lessor's intended action to bring the building and the Leased Premises, and Lessor's use thereof, into compliance. The provisions of this paragraph 12 are material terms of this Lease.

Remainder of Page Left Intentionally Blank
Signature Page to Follow

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Agreement on the day and year first written above.

CITY OF PORT ST. LUCIE

By:_____
Russ D. Blackburn, City Manager
City of Port St. Lucie
(Lessor)

_____
Print Name: _____
Witness

_____
Print Name: _____
Witness

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

_____
O. Reginald Osenton
City Attorney

_____
Print Name: _____
Witness

_____
Print Name: _____
Witness

_____
Larry Lee, Jr.
State Representative, District 84
(Lessee)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Ordinance: 1702 An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into Lease Agreement between the City of Port St. Lucie and State Representative Larry Lee, Jr., for Offices Located at 9221 SE Civic Center Place, Port St. Lucie, Florida 34952; Providing an Effective Date

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: Principle 1: Heart of the Treasure Coast; Recognized as a major city in Florida with influence, power and hub of the Treasure Coast. Principle 3: Friendly Community for All Ages; Residents feeling a part of and connected to the community.

BACKGROUND: The office space, located in the Port St. Lucie Civic Center at 9221 SE Civic Center Place, Port St. Lucie, Florida 34952, has been previously utilized by Representative Larry Lee, Jr. The original Lease Agreement between the parties was previously passed and approved by Council on January 14, 2013. A subsequent Lease Agreement between the parties was passed and approved by Council subsequent to Representative Lee's bid for re-election, and which Agreement encompassed the then current term of office for Representative Lee. Representative Lee again won his bid for re-election on November 8, 2016 (Election Day) and is, once again, seeking to extend the term of the Lease Agreement to encompass the now current term of office.

ANALYSIS: The proposed Lease Agreement between the City of Port St. Lucie and Representative Larry Lee, Jr. is for a period commencing January 1, 2017 through November 7, 2018 (Election Day), or on the date of State Representative Larry Lee, Jr.'s end of term, whichever event occurs later in time.

A copy of the proposed Lease Agreement has been included herewith as Exhibit "A" to the attached Ordinance. The terms of the Lease Agreement will be in

substantially the same form as attached, provided same are approved by Representative Lee.

FINANCIAL INFORMATION: Lease Agreement to run January 1, 2017 through November 7, 2018 (Election Day), or on the date of State Representative Larry Lee Jr.'s end of term, whichever event occurs later in time. There is a proposed monthly rent of Zero Dollars ($0.00) due to the intermittent nature of the use of the office space.

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency on December 27, 2016.

STAFF RECOMMENDATION: Recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Five (5) minutes (if needed).

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Port St. Lucie Civic Center, 9221 SE Civic Center Place, Port St. Lucie, Florida.

ATTACHMENTS: 1. Ordinance with attached Lease Agreement as Exhibit "A"

RECEIVED
DEC 28 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 8C
DATE 1-23-17

COUNCIL ITEM 8C
DATE 1/23/17

ORDINANCE 17-03

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A DISTRICT OFFICE LEASE BETWEEN THE CITY OF PORT. ST. LUCIE AND CONGRESSMAN BRIAN MAST FOR OFFICES LOCATED AT CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD, BUILDING A, ROOM 187, PORT ST. LUCIE, FLORIDA 34984; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a District Office Lease between the City of Port St. Lucie and Congressman Brian Mast, for said leased premises located at 121 SW Port St. Lucie Boulevard, Building A, Room 187, in the City of Port St. Lucie, to be substantially in the same form of the District Office Lease as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to permit and allow use of the aforementioned office space to commence forthwith.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of January, 2017.

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

COUNCIL ITEM 10C
DATE 1/9/17

ORDINANCE 17-03

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A DISTRICT OFFICE LEASE BETWEEN THE CITY OF PORT. ST. LUCIE AND CONGRESSMAN-~~ELECT~~ BRIAN MAST FOR OFFICES LOCATED AT CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD, BUILDING A, ROOM 187, PORT ST. LUCIE, FLORIDA 34984; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a District Office Lease between the City of Port St. Lucie and Congressman-~~Elec~~t Brian Mast, for said leased premises located at 121 SW Port St. Lucie Boulevard, Building A, Room 187, in the City of Port St. Lucie, to be substantially in the same form of the District Office Lease as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to permit and allow use of the aforementioned office space to commence forthwith.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2017.

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

Revised Item 10C – 1-5-17

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: RUSS D. BLACKBURN, CITY MANAGER

FROM: O. REGINALD OSENTON, CITY ATTORNEY

DATE: JANUARY 4, 2017

SUBJECT: PROPOSED DISTRICT OFFICE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND CONGRESSMAN-ELECT BRIAN MAST; SCHEDULED FOR THE JANUARY 9, 2017 REGULAR CITY COUNCIL MEETING UNDER ITEM 10C

Attached hereto, please find a *replacement* Council Agenda Memorandum and *revised* District Office Lease Agreement which is attached as Exhibit "A" to the proposed Ordinance.

The Council Agenda Memorandum and District Office Lease Agreement have been revised to reflect a monthly rental fee of $500.00 per month as opposed to the originally listed $750.00 per month. The agreed upon monthly rental fee was increased from $250.00 per month, as was the rental fee in place under Congressman Patrick Murphy, and was proposed to Congressman-Elect Brian Mast at a rate of $750.00 per month. After further negotiations with Congressman-Elect Mast's staff, the monthly rental amount has been set at an agreed upon rate of $500.00 per month for the term of the lease.

It is respectfully requested that the revised Council Agenda Memorandum and revised District Office Lease Agreement be forwarded to the City Clerk to replace the existing Council Agenda Memorandum and District Office Lease Agreement (attached thereto as Exhibit "A") based upon the revised and negotiated terms related to the monthly rental amount.

Should you have any questions, or should any additional information be required, please do not hesitate to contact me at x6513.

ORO/ks
Enclosure

RECEIVED
JAN 05 2017
CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: RUSS D. BLACKBURN, CITY MANAGER

FROM: O. REGINALD OSENTON, CITY ATTORNEY

DATE: JANUARY 4, 2017

SUBJECT: PROPOSED DISTRICT OFFICE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND CONGRESSMAN-ELECT BRIAN MAST; SCHEDULED FOR THE JANUARY 9, 2017 REGULAR CITY COUNCIL MEETING UNDER ITEM 10C

Attached hereto, please find a *replacement* Council Agenda Memorandum and *revised* District Office Lease Agreement which is attached as Exhibit "A" to the proposed Ordinance.

The Council Agenda Memorandum and District Office Lease Agreement have been revised to reflect a monthly rental fee of $500.00 per month as opposed to the originally listed $750.00 per month. The agreed upon monthly rental fee was increased from $250.00 per month, as was the rental fee in place under Congressman Patrick Murphy, and was proposed to Congressman-Elect Brian Mast at a rate of $750.00 per month. After further negotiations with Congressman-Elect Mast's staff, the monthly rental amount has been set at an agreed upon rate of $500.00 per month for the term of the lease.

It is respectfully requested that the revised Council Agenda Memorandum and revised District Office Lease Agreement be forwarded to the City Clerk to replace the existing Council Agenda Memorandum and District Office Lease Agreement (attached thereto as Exhibit "A") based upon the revised and negotiated terms related to the monthly rental amount.

Should you have any questions, or should any additional information be required, please do not hesitate to contact me at x6513.

ORO/ks
Enclosure

RECEIVED
JAN 0 5 2017
CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Ordinance: An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into a District Office Lease between the City of Port St. Lucie and Congressman-Elect Brian Mast for Offices Located at City Hall, 121 SW Port St. Lucie Boulevard, Building A, Room 187, Port St. Lucie, Florida 34984; Providing an Effective Date

Submittal Date: 1/4/2017

STRATEGIC PLAN LINK: Principle 1: Heart of the Treasure Coast; Recognized as a major city in Florida with influence, power and hub of the Treasure Coast. Principle 3: Friendly Community for All Ages; Residents feeling a part of and connected to the community.

BACKGROUND: The office space, located in room 187 of City Hall, has been previously utilized by Congressman Patrick Murphy. The District Office Lease between the City of Port St. Lucie and Congressman Murphy is set to expire as of the end of the 114th congressional term on January 2, 2017. Congressman-Elect Brian Mast will be succeeding Patrick Murphy for the term of the 115th Congress set to commence on January 3, 2017. Conceptual approval for a District Office Lease Agreement was requested, and approved, at the December 12, 2016 Regular City Council Meeting.

ANALYSIS: The proposed District Office Lease Agreement between the City of Port St. Lucie and Congressman-Elect Brian Mast is for a period commencing January 3, 2017 through January 2, 2019, which is the last day of the congressional term of the 115th Congress. The district team of Congressman-Elect Brian Mast will utilize the space full time, primarily for the use of constituent services involving case work, administration, and providing personal assistance to constituents throughout the district.

A copy of the proposed District Office Lease, and required Attachment, have been included herewith as Exhibit "A" to the attached Ordinance. The terms of the District Office Lease will be in substantially the same form as attached, provided same are approved by the Administrative Counsel of the U.S. House of Representatives.

FINANCIAL INFORMATION: District Office Lease Agreement to run January 3, 2017 through January 2, 2019, which is the end of the congressional term of the 115th Congress for a proposed monthly rent of Five Hundred Dollars ($500.00).

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency on December 27, 2016.

STAFF RECOMMENDATION: Recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Five (5) minutes (if needed).

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Room 187, Port St. Lucie, Florida.

ATTACHMENTS: 1. Ordinance with attached District Office Lease as Exhibit "A"

ORDINANCE 17-03

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A DISTRICT OFFICE LEASE BETWEEN THE CITY OF PORT. ST. LUCIE AND CONGRESSMAN-ELECT BRIAN MAST FOR OFFICES LOCATED AT CITY HALL, 121 SW PORT ST. LUCIE BOULEVARD, BUILDING A, ROOM 187, PORT ST. LUCIE, FLORIDA 34984; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a District Office Lease between the City of Port St. Lucie and Congressman-Elect Brian Mast, for said leased premises located at 121 SW Port St. Lucie Boulevard, Building A, Room 187, in the City of Port St. Lucie, to be substantially in the same form of the District Office Lease as attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That this Ordinance shall become effective immediately upon adoption in order to permit and allow use of the aforementioned office space to commence forthwith.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2017.

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 Ordinance)

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.

B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.

C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.

D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2017); and (2) date lease ends (must be on or before January 2, 2019).

E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).

F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.

G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.

H. Section 11 has space provided to list any additional lease provisions.

I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).

J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.

K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

CITY OF PORT ST. LUCIE, 121 SW PORT ST. LUCIE BOULEVARD, PORT ST. LUCIE, FLORIDA 34984

(Landlord's name) (Landlord's street address, city, state, ZIP code)

("Lessor"), and CONGRESSMAN BRIAN MAST, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 745 square feet of office space located at 121 SW PORT ST. LUCIE BOULEVARD, ROOM 187 (Office street address) in the city, state and ZIP code of PORT ST. LUCIE, FLORIDA 34984 (Office city, state and ZIP).

2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.

3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2017 and ending January 2, 2019. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2019, which is the end of the constitutional term of the Congress to which the Member is elected.

4. **Rent.** The monthly rent shall be $500.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

5. **Early Termination.** This Lease may be terminated by either party giving 60 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.

7. **District Office Lease Attachment for 115th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress.

8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.

11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[*Signature page follows.*]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Port St. Lucie - By: Russ D. Blackburn, City Manager	Brian Mast
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	_____
Date	*Date*

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany ***every*** Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

A. **The Member/Member-Elect is required to <u>personally</u> sign the documents.**

B. **The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.**

C. **The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.**

D. Broadband/cable availability can be confirmed by visiting <u>www.broadbandmap.gov</u> and entering the address of the proposed leased space.

E. **Section B ("Additional Terms and Conditions") of the Attachment <u>SHALL NOT</u> have any provisions deleted or changed.**

F. Even if rent is zero, an Attachment is still required.

G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).

H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).

I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

J. **Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

☐ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(*Items marked with an asterisk and in bold are* ***required*** *for all flagship offices of Freshman Members of the 115th Congress.*)

☑ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(*Verify broadband access by entering the address of the leased space at www.broadbandmap.gov*)

☑ * **Interior Wiring CAT 5e or Better within Leased Space.**

☑ Lockable Space for Networking Equipment.

☑ Telephone Service Available.

☑ Parking. ☐_____ Assigned Parking Spaces
☑_____ Unassigned Parking Spaces
☐ General Off-Street Parking on an As-Available Basis

☑ Utilities. Includes: Electric, Water, Central Air Conditioning; Internet Access

☑ Janitorial Services. Frequency: Weekly

☑ Trash Removal. Frequency: Weekly

☐ Carpet Cleaning. Frequency: _____

☐ Window Washing. ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☐ After Hours Building Access.

☐ Office Furnishings. Includes: _____

☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

☐ Building Manager. ☐ Onsite ☐ On Call Contact Name:_____
Phone Number:_____ Email Address:_____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form | Save Form | Clear Page

District Office Lease Attachment

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Port St. Lucie - By: Russ D. Blackburn, City Manager	Brian Mast
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	_____
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name_____ Phone (_____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

These Pages have been replaced with a REVISED version prior to the meeting.

KGP

Exhibit

"A"

(to Authorizing Ordinance)

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.

B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.

C. Section 2 confirms that all amenities identified in the District Office Lease Attachment accompanying the Lease are to be provided by Lessor.

D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2017); and (2) date lease ends (must be on or before January 2, 2019).

E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).

F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.

G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.

H. Section 11 has space provided to list any additional lease provisions.

I. Prior to either party signing a lease, the Member/Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).

J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.

K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, CITY OF PORT ST. LUCIE (Landlord's name), 121 SW PORT ST. LUCIE BOULEVARD, PORT ST. LUCIE, FLORIDA 34984 (Landlord's street address, city, state, ZIP code) ("Lessor"), and CONGRESSMAN BRIAN MAST, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 745 square feet of office space located at 121 SW PORT ST. LUCIE BOULEVARD, ROOM 187 (Office street address) in the city, state and ZIP code of PORT ST. LUCIE, FLORIDA 34984 (Office city, state and ZIP).

2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.

3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2017 and ending January 2, 2019. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2019, which is the end of the constitutional term of the Congress to which the Member is elected.

4. **Rent.** The monthly rent shall be $ 750.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

5. **Early Termination.** This Lease may be terminated by either party giving 60 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.

7. **District Office Lease Attachment for 115th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress.

8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

District Office Lease

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.

11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[*Signature page follows.*]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Port St. Lucie - By: Russ D. Blackburn, City Manager	Brian Mast
Print Name of Lessor/Landlord/Company	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	_____
Date	*Date*

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany ***every*** Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

A. **The Member/Member-Elect is required to <u>personally</u> sign the documents.**

B. **The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.**

C. **The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.**

D. Broadband/cable availability can be confirmed by visiting <u>www.broadbandmap.gov</u> and entering the address of the proposed leased space.

E. **Section B ("Additional Terms and Conditions") of the Attachment <u>SHALL NOT</u> have any provisions deleted or changed.**

F. Even if rent is zero, an Attachment is still required.

G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).

H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).

I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.

J. **Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

☐ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(*Items marked with an asterisk and in bold are* ***required*** *for all flagship offices of Freshman Members of the 115th Congress.*)

☑ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(*Verify broadband access by entering the address of the leased space at www.broadbandmap.gov*)
☑ * **Interior Wiring CAT 5e or Better within Leased Space.**
☑ Lockable Space for Networking Equipment.
☑ Telephone Service Available.
☑ Parking. ☐_____ Assigned Parking Spaces
☑_____ Unassigned Parking Spaces
☐ General Off-Street Parking on an As-Available Basis
☑ Utilities. Includes: Electric, Water, Central Air Conditioning; Internet Access
☑ Janitorial Services. Frequency: Weekly
☑ Trash Removal. Frequency: Weekly
☐ Carpet Cleaning. Frequency: _____
☐ Window Washing. ☐ Window Treatments.
☐ Tenant Alterations Included In Rental Rate.
☐ After Hours Building Access.
☑ Office Furnishings. Includes: _____
☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
☐ Building Manager. ☐ Onsite ☐ On Call Contact Name:_____
Phone Number:_____ Email Address:_____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form | Save Form | Clear Page

District Office Lease Attachment

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Port St. Lucie - By: Russ D. Blackburn, City Manager	Brian Mast
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	_____
Lessor Signature	*Lessee Signature*
Name:	
Title:	
_____	_____
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name_____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 1/9/2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

FROM: O. Reginald Osenton, City Attorney

Agenda Item: Ordinance: 1703 An Ordinance Authorizing the City Manager of the City of Port St. Lucie to Enter into a District Office Lease between the City of Port St. Lucie and Congressman-Elect Brian Mast for Offices Located at City Hall, 121 SW Port St. Lucie Boulevard, Building A, Room 187, Port St. Lucie, Florida 34984; Providing an Effective Date

Submittal Date: 12/27/2016

STRATEGIC PLAN LINK: Principle 1: Heart of the Treasure Coast; Recognized as a major city in Florida with influence, power and hub of the Treasure Coast. Principle 3: Friendly Community for All Ages; Residents feeling a part of and connected to the community.

BACKGROUND: The office space, located in room 187 of City Hall, has been previously utilized by Congressman Patrick Murphy. The District Office Lease between the City of Port St. Lucie and Congressman Murphy is set to expire as of the end of the 114th congressional term on January 2, 2017. Congressman-Elect Brian Mast will be succeeding Patrick Murphy for the term of the 115th Congress set to commence on January 3, 2017. Conceptual approval for a District Office Lease Agreement was requested, and approved, at the December 12, 2016 Regular City Council Meeting.

ANALYSIS: The proposed District Office Lease Agreement between the City of Port St. Lucie and Congressman-Elect Brian Mast is for a period commencing January 3, 2017 through January 2, 2019, which is the last day of the congressional term of the 115th Congress. The district team of Congressman-Elect Brian Mast will utilize the space full time, primarily for the use of constituent services involving case work, administration, and providing personal assistance to constituents throughout the district.

A copy of the proposed District Office Lease, and required Attachment, have been included herewith as Exhibit "A" to the attached Ordinance. The terms of the District Office Lease will be in substantially the same form as attached, provided same are approved by the Administrative Counsel of the U.S. House of Representatives.

FINANCIAL INFORMATION: District Office Lease Agreement to run January 3, 2017 through January 2, 2019, which is the end of the congressional term of the 115th Congress for a proposed monthly rent of Seven Hundred Fifty Dollars ($750.00).

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency on December 27, 2016.

STAFF RECOMMENDATION: Recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Five (5) minutes (if needed).

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Room 187, Port St. Lucie, Florida.

ATTACHMENTS: 1. Ordinance with attached District Office Lease as Exhibit "A"

RECEIVED

DEC 28 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 10D
DATE 1/9/17

ORDINANCE 17-04 COUNCIL ITEM 8D
DATE 1-23-17

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING AMENDMENT TO CHAPTER 158 – ZONING CODE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida adopted amendments to the City of Port St. Lucie Comprehensive Plan by Ordinance 12-19, and

WHEREAS, Section 163.3202, Florida Statutes, provides for the amendment and enforcement of land development regulations that are consistent with and implement the adopted comprehensive plan; and

WHEREAS, Section 163.3174(4)(C), Florida Statutes, provides that the Local Planning Agency shall review proposed land development regulations and make recommendations to the governing body as to the consistency of the proposed land development regulations with the adopted Comprehensive Plan; and

WHEREAS, this City initiated zoning text amendment, P16-179, to the existing Chapter 158 – Zoning Code as outlined in Exhibit "A" with addition shown as <u>underlined</u> by adding "Repair and maintenance of vehicles and equipment" in IN zoning district; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174(4)(C), Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Code of Ordinances and submitted its recommendations thereon to the City Council; and

ORDINANCE 17-04

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council has found and determined that the adoption of zoning text amendment to Chapter 158 – Zoning Code will foster and preserve the public health, safety and welfare; value and character of the community; and implement the adopted comprehensive plan.

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

Section 1. The City of Port St. Lucie Chapter - 158 – Zoning Code, is hereby adopted for zoning text amendment into the Code of Ordinances as shown in Exhibit "A" attached hereto and incorporated by reference herein.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. This ordinance shall become effective on January 23, 2017.

ORDINANCE 17-04

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

_____ day of _____, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

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

REVISED EXHIBIT "A" - ORDINANCE 17-04

EXHIBIT "A"

CHAPTER 158 – ZONING CODE

ARTICLE IX – INDUSTRIAL DISTRICTS

Sec. 158.136. Industrial Zoning District (IN).

(A) **Purpose.** The purpose of the industrial zoning district (IN) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of industrial activities; to designate those uses and services deemed appropriate and proper for location and development within said zoning district; and to establish such development standards and provisions as are appropriate to ensure proper development and functioning of uses within the district. This district incorporates most of those uses formerly designated heavy industrial (HI), flexible industrial (FI), and light industrial (LI).

(B) **Permitted Principal Uses and Structures.**

(1) The following principal uses and structures are permitted provided that all businesses, services, manufacturing or processing of materials are confined within a fully-enclosed building with no exterior emission of odors, fumes, dust, smoke, vibration, waste liquids, or other substances:

a. Manufacturing, assembly, warehousing, storing, processing and packaging of goods and materials.

b. Research and development facility.

c. Public or semi-public facility or use.

d. Television broadcasting station and telephone call centers.

e. Analytical laboratory.

f. Warehouse.

g. Wholesale trade and distribution.

h. Office space as needed in conjunction with a use listed above.

i. Retail and business services primarily intended to serve the industrial facilities.

j. Adult entertainment. The applicant must demonstrate consistency with the provisions and conditions of all other pertinent City Code of Ordinances which regulate this use.

k. Facility-based youth day treatment program.

l. Commercial laundry facilities and linen supply.

m. Microbrewery.

n. Repair and maintenance of vehicles and equipment (Doors, including garage doors, may be open during operating hours.)

(2) The following principal uses which need not be fully enclosed in a building or structure are permitted;

a. Public utility facility, including water pumping plant, reservoir, and electrical substation.

b. Warehousing, open storage, provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of said fence or wall.

c. Equipment rental business provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of said fence or wall.

d. Self-service storage facilities in accordance with Section 158.227.

(C) **Special Exception Uses.** The following uses may be permitted following the review and specific approval by the City Council and serve to implement heavy industrial land uses as contemplated in the Comprehensive Plan:

(1) Mobile home or apartment for use by custodian or night watchman.

(2) Disposal and recycling facility for construction and demolition debris, provided that all open storage areas shall be completely enclosed by an opaque fence or a wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of the fence or wall; minimum area required, ten (10) acres.

(3) Wireless communication antennas and towers, as set forth in section 158.213.

(4) Recreational vehicle park.

(5) Airport or landing field.

(6) Commercial driving school.

(7) Kennel (enclosed), with outdoor runs.

(8) Other heavy industrial development not listed above but that are considered to have high intensity use with potential impact on surrounding land uses and to be located within heavy industrial land use districts.

(9) Billboards as allowed under 155.08 (N).

(10) Solar generation station subject to the requirements of section 158.230.

(11) Secondary metals recycler in accordance with Chapter 117.

(D) **Accessory Uses.** As set forth within section 158.217

(E) **Minimum Lot Requirements.** Twenty thousand (20,000) square feet and a minimum width of one hundred sixty (160) feet. More than one (1) permitted or special exception use may be located upon the lot as part of a totally-designed development to be maintained under single ownership. Properties located within conversion areas as defined by this chapter shall meet the requirements within the City of Port St. Lucie Land Use Conversion Manual.

(F) **Maximum Building Coverage.** Fifty (50%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet, except for transmission and broadcast towers.

(H) **Minimum Living Area.** Mobile home or apartment: Six hundred (600) square feet.

(I) **Setback Requirements and Landscaping.**

(1) **Front Setback.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet.

(2) **Side Setback.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet. A building setback line of twenty-five (25) feet shall be maintained adjacent to any residential zoning district or to a public right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet from any residential land use, ten (10) feet from any other land use, provided that no setback is required from a railroad right-of-way.

(4) **Landscaping Requirements.** Landscaping and buffering requirements are subject to Chapter 154. All mechanical equipment shall be screened from property zoned residential. This screening shall be designed as both a visual barrier and a noise barrier.
All open storage areas shall be screened from view from public rights-of-way and residentially zoned property. Said screening shall be an opaque fence or wall at least eight (8) feet tall, with no material placed so as to be visible beyond the height of said fence or wall.

(J) **Off-Street Parking and Service Requirements.** As set forth in Section 158.221.

(K) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 and 158.245.

m. Microbrewery.

n. Repair and maintenance of vehicles and equipment.

(2) The following principal uses which need not be fully enclosed in a building or structure are permitted;

a. Public utility facility, including water pumping plant, reservoir, and electrical substation.

b. Warehousing, open storage, provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of said fence or wall.

c. Equipment rental business provided that all open storage areas shall be completely enclosed by an opaque fence or wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of said fence or wall.

d. Self-service storage facilities in accordance with Section 158.227.

(C) **Special Exception Uses.** The following uses may be permitted following the review and specific approval by the City Council and serve to implement heavy industrial land uses as contemplated in the Comprehensive Plan:

(1) Mobile home or apartment for use by custodian or night watchman.

(2) Disposal and recycling facility for construction and demolition debris, provided that all open storage areas shall be completely enclosed by an opaque fence or a wall having a minimum height of eight (8) feet with no material placed so as to exceed the height of the fence or wall; minimum area required, ten (10) acres.

(3) Wireless communication antennas and towers, as set forth in section 158.213.

(4) Recreational vehicle park.

(5) Airport or landing field.

(6) Commercial driving school.

(7) Kennel (enclosed), with outdoor runs.

(8) Other heavy industrial development not listed above but that are considered to have high intensity use with potential impact on surrounding land uses and to be located within heavy industrial land use districts.

(9) Billboards as allowed under 155.08 (N).

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

TO: **PLANNING & ZONING BOARD - MEETING OF DECEMBER 6, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **CHAPTER 158 – ZONING CODE**
CITY CODE TEXT AMENDMENT
PROJECT NO. P16-179

DATE: **NOVEMBER 28, 2016**

BACKGROUND:

The City is initiating a text amendment to Chapter 158 of the Code of Ordinances. This text amendment will provide consistent language related to automobile repair and maintenance in the WI (Warehouse Industrial) and IN (Industrial) zoning districts. "Repair and maintenance of vehicles and equipment" is proposed to be added to the IN zoning district as a permitted use consistent with the language of the WI zoning district. The proposed change is shown in the attached Exhibit "A" to the ordinance with addition shown as underlined.

STAFF RECOMMENDATION:

The Planning and Zoning Department finds the proposed amendment to Chapter 158 of the Zoning Code to be consistent with the City's Comprehensive Plan adopted in 2012 and recommends approval.

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, November 17, 2016 10:02 AM
To: Thresiamma Kuruvilla
Subject: RE: ordinance

Approved. No changes.
Thanks.

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960

750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |334
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Thursday, November 17, 2016 9:48 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: ordinance

Pl see the draft ordinance for a zoning text amendment to section 158-zoning code. We are adding "Repair and maintenance of vehicles and equipment" in IN zoning district as a permissible use which is listed as a permissible use in WI.
Thanks, Thres

This email has been scanned for email related threats and delivered safely by Mimecast.
For more information please visit http://www.mimecast.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: **January 9, 2017**
and January 23, 2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Ordinance: 17-04 City Code Text Amendment Application – Chapter 158 – Zoning Code (P16-179)

Submittal Date: 12/19/2016

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

BACKGROUND: A City initiated text amendment amending Chapter 158 of the Code of Ordinances. This text amendment will provide consistent language related to automobile repair and maintenance in WI (Warehouse Industrial), and IN (Industrial) zoning district. The proposed change is shown in the attached Exhibit "A" to the ordinance with addition shown as underlined.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 17, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this text amendment on December 6, 2016.

RECEIVED
DEC 2 2 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/9/2017 and 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Staff report, ordinance, and Exhibit "A" of ordinance (proposed changes with addition shown as underlined.

PT/TK

ORDINANCE 17-05

COUNCIL ITEM 8E
DATE 1-23-17

AN ORDINANCE TO REZONE 2.94 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS GEORGE CALLAS HOLDINGS, P16-171; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, George Callas Holdings, LLC, seeks to rezone 2.94 acres of property located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the December 6, 2016 to consider the rezoning application (P16-171), 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 January 23, 2017 to consider the rezoning application (P16-171), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

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

ORDINANCE 17-05

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2017.

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

Correct to RS-2

COUNCIL ITEM 10E
DATE 1/9/17

ORDINANCE 17-05

AN ORDINANCE TO REZONE 2.94 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD FROM RS-S (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS GEORGE CALLAS HOLDINGS, P16-171; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, George Callas Holdings, LLC, seeks to rezone 2.94 acres of property located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the December 6, 2016 to consider the rezoning application (P16-171), 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 January 23, 2017 to consider the rezoning application (P16-171), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

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

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: January 9, 2017
and Quasi-Judicial Hearing on:
January 23, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-05 George Callas Holdings – Rezoning Application (P16-171)
Submittal Date:	12/20/2016

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

BACKGROUND: This application proposes to rezone approximately 2.94 acres from RS-2 (Single Family Residential) to CS (Service Commercial). This application includes lots within the City's conversion area 27 (PSL Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4), as well as lots within conversion area 24 (PSL Section 31, Block 1711, Lots 5-8). All the lots within the conversion area 27 have a CH Future Land Use, while the lots in conversion area 24 have a CS Future Land Use. A small scale comprehensive plan amendment was recently approved which changed the future land use to CS for the lots within conversion area 27 (P16-170 George Callas Holdings Small Scale Comprehensive Plan Amendment).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on December 20, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this rezoning Application on December 6, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/9/2017

LOCATION OF PROJECT: The property is located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
DEC 2 2 2016
CITY MANAGER'S OFFICE

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

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

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **GEORGE CALLAS HOLDINGS REZONING APPLICATION PROJECT NO. P16-171**

DATE: **NOVEMBER 22, 2016**

PROPOSED PROJECT: This application proposes to rezone approximately 2.94 acres from RS-2 (Single Family Residential) to CS (Service Commercial).

APPLICANT: Bradley J. Currie, Engineering Design & Construction, Inc. The authorization letter is attached to the staff report.

OWNER: George Callas Holdings, LLC.

LOCATION: The property is located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1711, Lots 1-8, and Block 1712, Lots 1-4.

SIZE: Approximately 2.94 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	CH	CH	Existing commercial
S	CS	RS-2	Vacant lots
E	CG & CS	PUD & CS	Vacant lots
W	CG & CH	CG & CH	Existing storage facility

REQUESTED ZONING: CS (Service Commercial).

FUTURE LAND USE: CH (Highway Commercial) and CS. This application includes lots within the City's conversation area 27 (PSL Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4), as well as lots within conversation area 24 (PSL Section 31, Block 1711, Lots 5-8). All the lots within the conversion area 27 have a CH Future Land Use, while the lots in conversion area 24 have a CS Future Land Use. A small scale comprehensive plan amendment has been submitted for all the lots located within conversion area 27 to change future land use to CS (P16-170 George Callas Holdings Small Scale Comprehensive Plan Amendment). This comprehensive plan amendment has been reviewed by the P&Z Board in November, and is scheduled for its first reading at City Council on November 28, 2016.

IMPACTS AND FINDINGS:

Land Use Consistency: This property is located within the City's conversion area. In 1984, the City adopted a Conversion Manual to address the shortage of land available for both commercial and institutional facilities. With the adoption of the Conversion Manual, the City processed land use amendments to change the land use along designated segments of roadways. Within these conversion areas, single-family lots can be assembled to create larger parcels for suitable development.

The rezoning of this property is consistent with the direction and policies of the City's Comprehensive Plan. In particular, Policy 1.1.4.2 (d) identifies that the City needs to provide more CS (Service Commercial) land uses.

***Compliance With Conversion Area Requirements*:**

Planning Area location per conversion manual: **27 & 24**
The property is totally within planning area: **Yes**
Minimum Frontage: **Yes**
Minimum Depth: **Yes**
Does the request isolate lots: **No**

Has a Unity of Title been submitted: **Yes,** a request to unify these lots was submitted to the Legal Department on October 18, 2016.

Buffer required: A landscaped buffer and wall is required: **No. Landscaping is required, but since this property abuts against commercial properties to the east, south, and west, a landscape buffer wall will not be required.**

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service to this development.

Environmental: As outlined in the Environmental Assessment report included with the comprehensive plan application (P16-170), the site currently contains a mixture of vegetation. The composition of this vegetation is a mixture of native, exotic, and nuisance species. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed. Therefore, a tree survey will be required to be submitted for the site plan process.

Schools: Since there is no residential component to this project, school concurrency will not apply.

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

All properties are to be combined by Unity of Title under one ownership, and a unity of title has been submitted to the legal department for processing.

STAFF RECOMMENDATION:

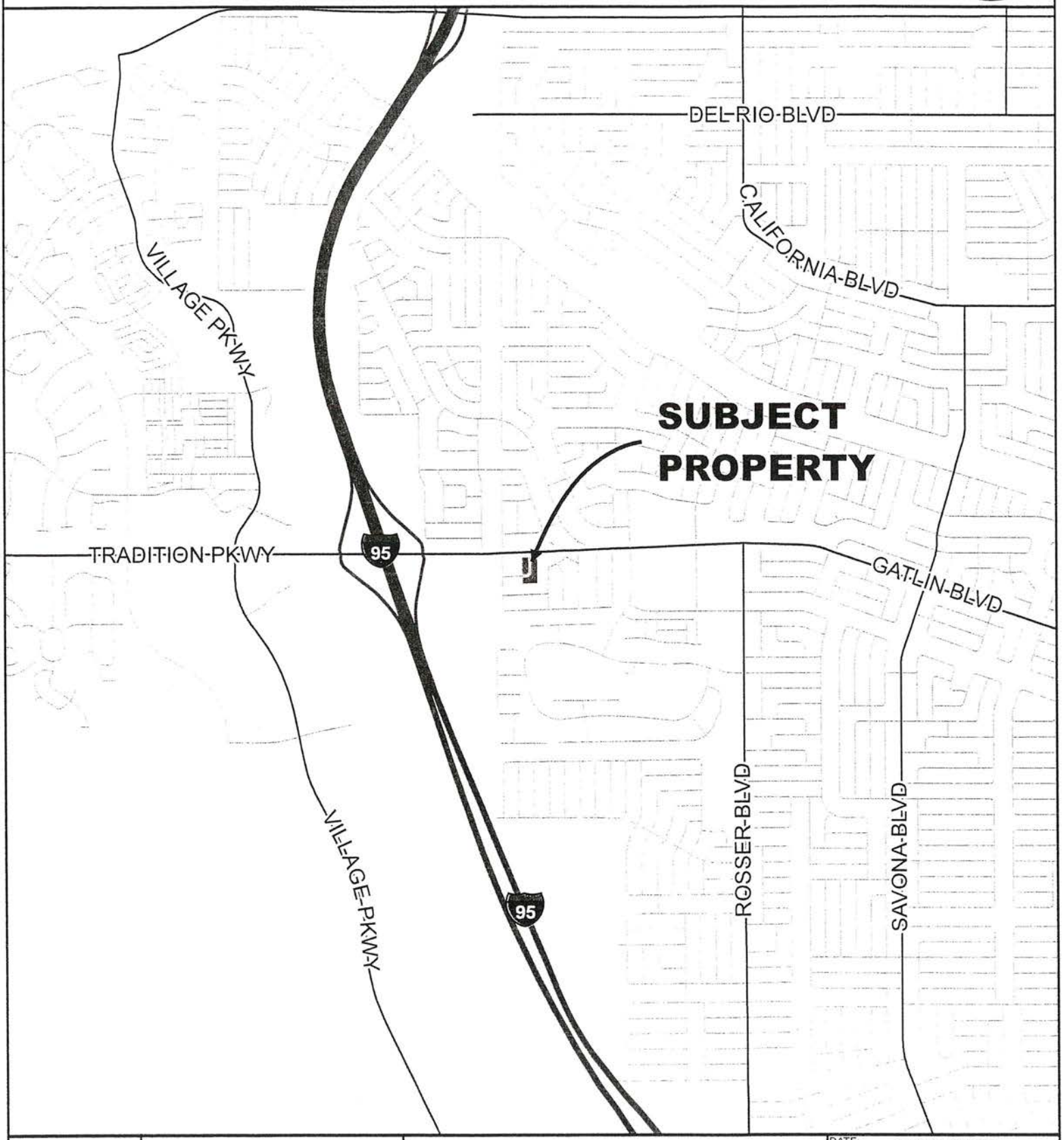
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

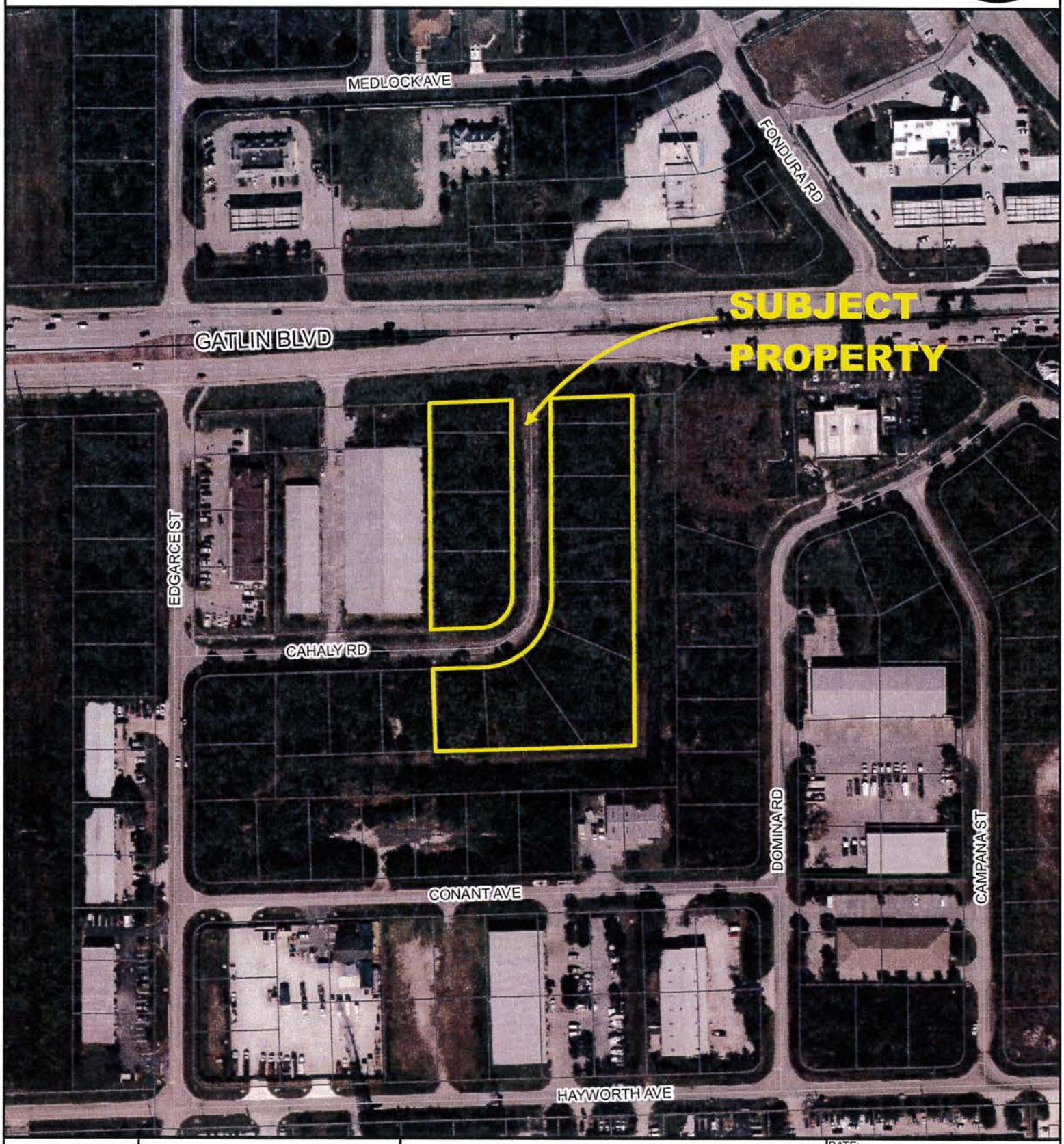
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



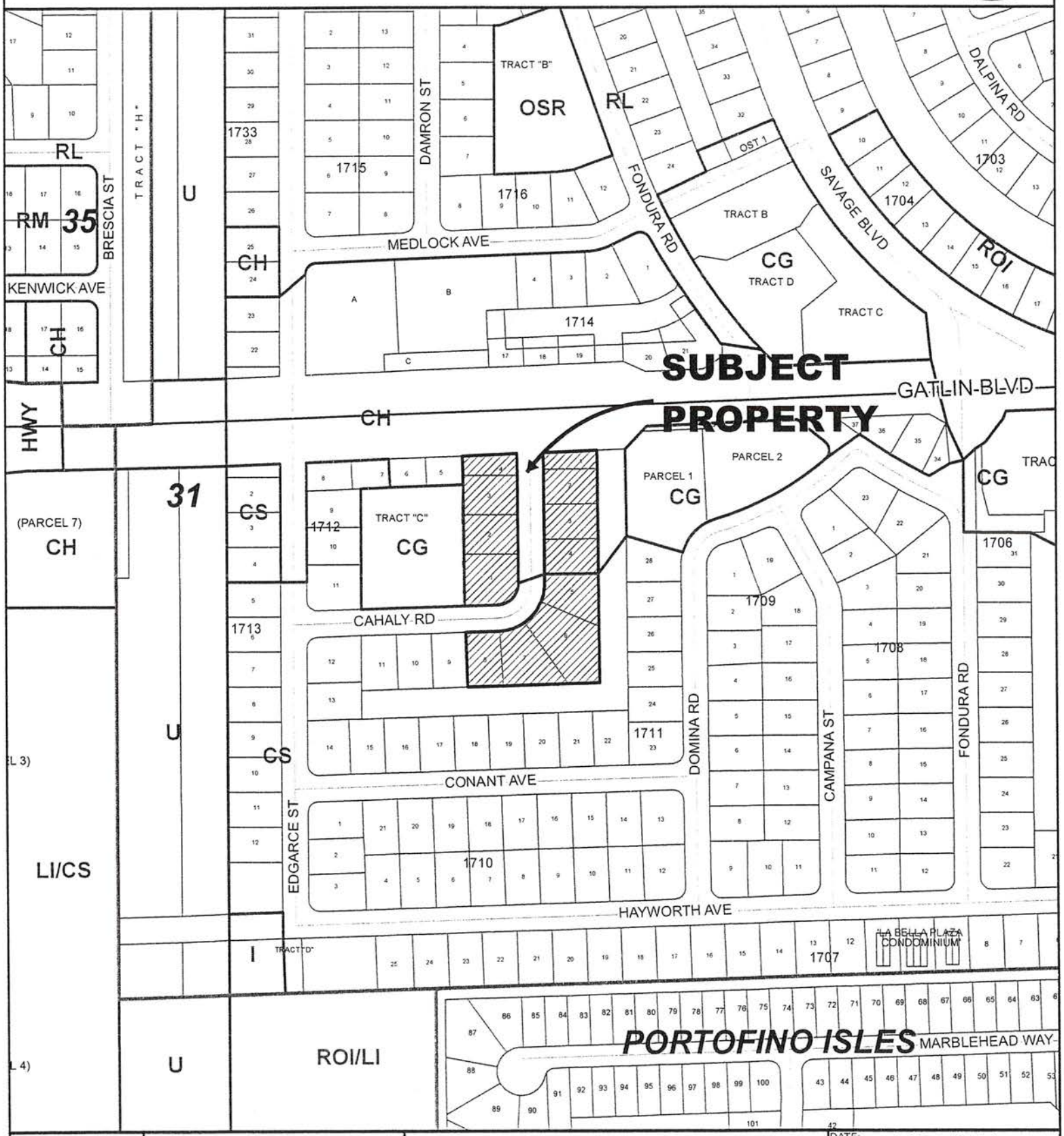
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4 AERIAL DATE 2014	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

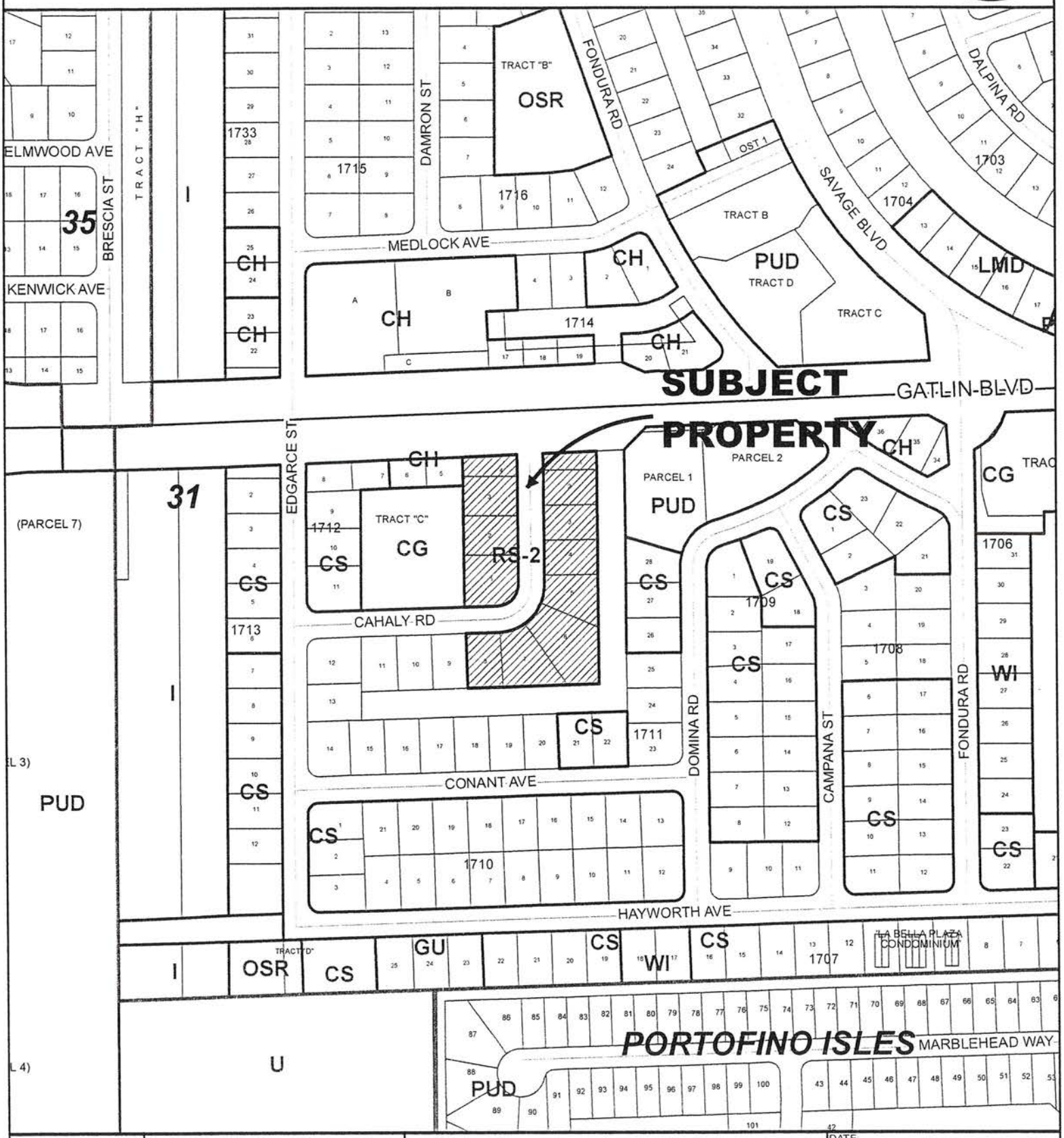
REZONING

GEORGE CALLAS HOLDINGS, LLC

SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4

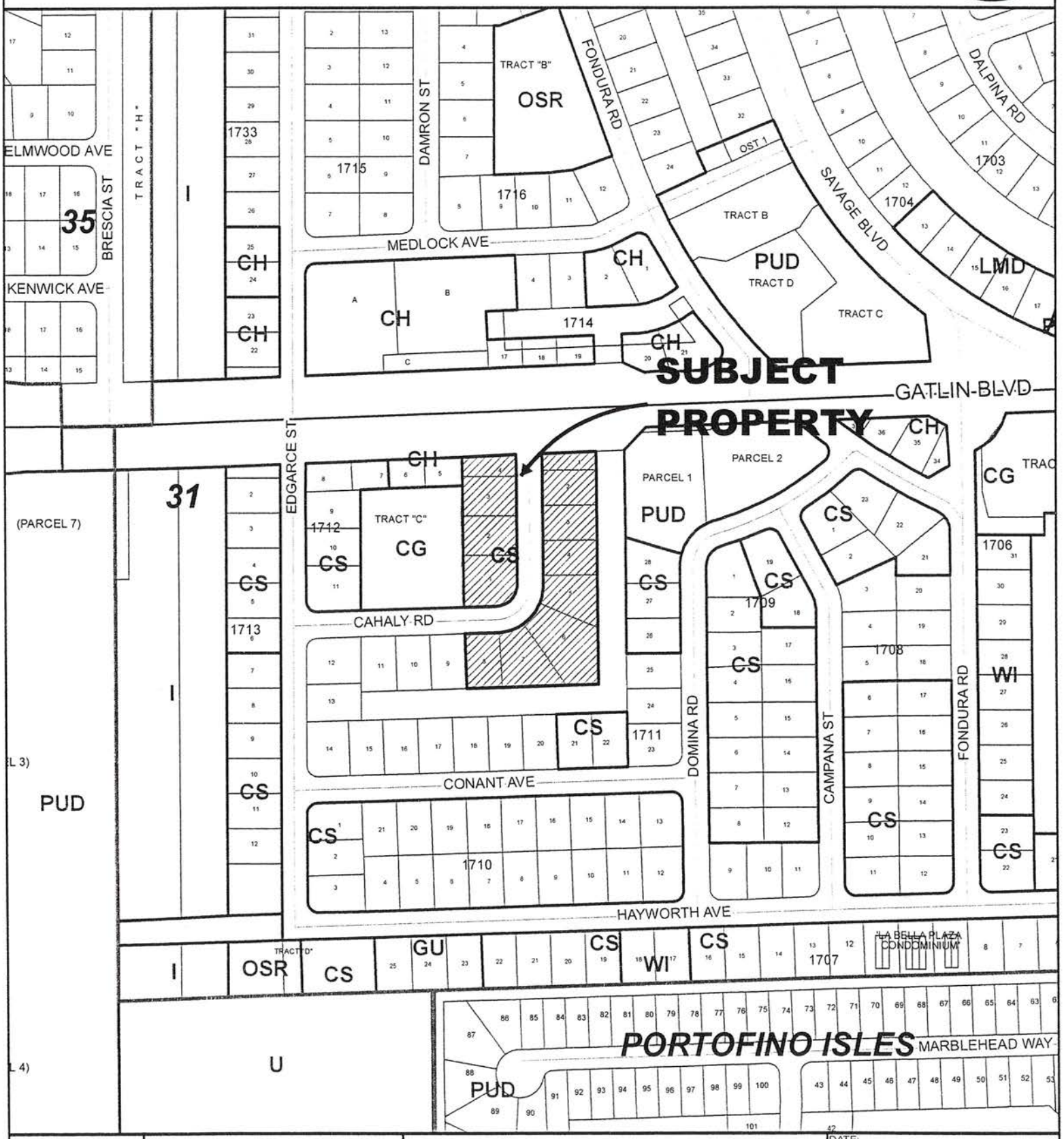
DATE:	11/23/2016
APPLICATION NUMBER:	P16-171
USER:	patricias
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 300 ft

PROPOSED ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-8 & BLK. 1712, L. 1-4	DATE: 11/23/2016 APPLICATION NUMBER: P16-171 USER: patricias SCALE: 1 in = 300 ft

REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. P16-171
Fee (Nonrefundable)$ 2,232.60
Receipt # 115654

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: George Callas Holdings, LLC

Address: 3720 NE 209th Terrace, Aventura, FL 33180

Telephone No.: 305-932-7741 FAX No.:

RECEIVED
OCT 24 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

AGENT OF OWNER (if any)

Name: Bradley J Currie, Engineering Design & Construction, Inc.

Address: 469 NW Prima Vista Blvd., Port St. Lucie, FL 34983

Telephone No.: 772-340-4990 FAX No: N/A

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) Lots 1, 2, 3, 4, 5, 6, 7 and 8 Block 1711 and Lots 1, 2, 3 and 4, Block 1712, Section 31

Parcel I.D. Number: See attached Justification Statement

Current Zoning: Single Family Residential

Proposed Zoning: CS

Future Land Use Designation: Current: CH/Proposed: CS Acreage of Property: 2.94 ac +/1

Reason for Rezoning Request:

The petitioner wishes to request a zoning change from Single Family Residential to Service Commercial which would allow for the property to be marketed as a commercial site.

*Signature of Owner | Bradley J. Currie Hand Print Name | 10/24/16 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.

G Callas Holdings LLC
3720 NE 209 Terrace
Aventura FL 33180

AGENT CONSENT FORM

Project Name: Callas CPA, Rezone & Site Plan Approval

Parcel ID: 3420-650-1142-000-0 and 3420-650-1182-000-2

BEFORE ME THIS DAY PERSONALLY APPEARED George Callas WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 26th day of September, 2016, by George Callas (Name of Person Acknowledging) who is personally known to me or who has produced FL Driver License (type of identification) as identification and who did (did not) take an oath.

Mariangela Zavala
Notary Signature

Mariangela Zavala
Printed Name of Notary

MARIANGELA ZAVALA
Notary Public - State of Florida
My Comm. Expires Mar 5, 2017
Commission # EE 831251
Bonded Through National Notary Assn.
Notary Seal

Mar 5, 2017
My commission expires

George Callas
Owner's Signature

GEORGE CALLAS
Owner's Name

3720 N.E. 209 TERR.
Street Address

AVENTURA FLORIDA 33180
City, State, Zip

305-932-7744
Telephone / Email
RENSKI41@E-MAIL.COM.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3389884 OR BOOK 3127 PAGE 2594, Recorded 09/16/2009 at 06:37 PM
Doc Tax: $1575.00

Stewart Title of Martin County
1111 SE Fed Hwy..Ste 128
Stuart, Fla 2009-9-10

SPECIAL WARRANTY DEED — RAMCO FORM 03

This Special Warranty Deed Made the 15th day of September A.D. 2009 by DARYL M. CARTER, as Trustee under land trust agreement dated 2-25-02 known as the CARTER-GATLIN LAND TRUST and Individually

hereinafter called the grantor, to

G. CALLAS HOLDINGS, LLC., a Florida Limited Liability Company

whose postoffice address is 3720 NE 209th Terrace
Aventura, Fl 33180

hereinafter called the grantee:

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

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

PARCEL 1: Lot 1, LESS the North 60.04 feet thereof; and all of Lot 2, Block 1711, PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, recorded in Plat Book 14, page 22, 22A through 22G, Public Records of St. Lucie County, Florida.

PARCEL 2: Lot 4, LESS the North 60.04 feet thereof, Block 1712, PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, recorded in Plat Book 14, page 22, 22A through 22G, Public Records of St. Lucie County, Florida.

Grantor certifies that said property is vacant and unimproved.

Together, *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.*

In Witness Whereof, *the said grantor has hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in our presence:

Patricia Chisholm — DARYL M. CARTER, as Trustee and Individually (L.S.) (L.S.)

Preston Hage

STATE OF FLORIDA,
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Daryl M. Carter to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September A.D. 2009

NOTARY PUBLIC STATE OF FLORIDA — JOAN M. FISHER MY COMMISSION # DD 892642 EXPIRES: July 16, 2013 Bonded Thru Budget Notary Services

Notary Public Joan M. Fisher
My Commission expires: 07/16/2013

This Instrument prepared by:
Address Roberta Walters for
Stewart Title of Martin County
1111 SE Federal Hwy. Ste. 128
Stuart, Fla. 34994

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233449 OR BOOK 3916 PAGE 879, Recorded 09/27/2016 11:48:32 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of September, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA.
to wit: SECTION 31 BLK 1711 LOT 3

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley
Kellie M Begley
Witness

First Party George J Callas
Second Party George Callas

STATE OF : FLORIDA
COUNTY OF : Miami Dade

On Sept 22, 2016 before me, Kellie M Begley
personally appeared GEORGE J CALLAS / George Callas
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown ___
ID Produced FL DR LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY: SEP 27 2016
Date

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233450 OR BOOK 3916 PAGE 880, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016.
20 16 , by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE , State of FLORIDA .
to wit: SECTION 31 BLK 1711 LOT 4

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley
Kellie M Begley
Witness

First Party
George J Callas
George Callas
Second Party

STATE OF : FLORIDA
COUNTY OF : MIAMI DADE

On Sept 22 2016 before me, Kellie M Begley,
personally appeared GEORGE J CALLAS / George Callas
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Kellie M Begley
Affiant Known Unknown
ID Produced FL DL
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233443 OR BOOK 3916 PAGE 873, Recorded 09/27/2016 11:40:35 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September,
20 16, by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party. G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1711 LOT 5

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Amanda Pérez-Villarreal
Witness

Carmen H Rey
First Party

Amanda Pérez-Villarreal
Witness

G Callas
Second Party

STATE OF } Florida
COUNTY OF } Miami-Dade

On September 23, 2016 before me, Victoria Corte,
personally appeared Carmen H Rey,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Victoria Corte

Affiant ___ Known X Unknown ___
ID Produced ___
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132083
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By: ___ Deputy
SEP 27 2016
Date: ___

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233451 OR BOOK 3916 PAGE 881, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016.
20 16 , by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTIURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA.
to wit: SECTION 31 BLK 1711 LOTS 6 AND 7

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas

Witness Kellie M Begley — Second Party George Callas

STATE OF : FLORIDA
COUNTY OF : MIAMI DADE

On Sept 22, 2016 before me, Kellie M Begley.
personally appeared George J CALLAS / George CALLAS.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown
ID Produced FL DR Lic
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY: Deputy Clerk
Date SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233442 OR BOOK 3916 PAGE 872, Recorded 09/27/2016 11:40:35 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September, 20 16, by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party. G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1711 LOT 8

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Amanda Pery-Villamil
Witness

Carmen H Rey
First Party

Amanda Pery-Villamil
Witness

G Callas
Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte,
personally appeared Carmen H Rey,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Victoria Corte

Affiant ___ Known X Unknown
ID Produced
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132068
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY SEP 27 2016
Date

CLERK OF THE CIRCUIT COURT ST. LUCIE COUNTY

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233452 OR BOOK 3916 PAGE 882, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016, 20 16 , by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1712 LOT 1

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas
Kellie M Begley — Witness — Second Party George Callas

STATE OF : FL
COUNTY OF : Miami DADE

On Sept 22 2016 before me, Kellie M Begley,
personally appeared George J CALLAS / George CALLAS
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown
ID Produced FL DRLIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By: Deputy Clerk
Date SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233444 OR BOOK 3916 PAGE 874, Recorded 09/27/2016 11:40:35 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September,
20 16, by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUC, State of FLORIDA,
to wit: SECTION 31 BLK 1712 LOT 2

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Amanda Rey-Villamil
Witness

Carmen H Rey
First Party

Amanda Rey-Villamil
Witness

G Callas
Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte,
personally appeared Carmen H Rey,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Victoria Corte

Affiant ___ Known X Unknown ___
ID Produced _____
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132068
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY: SEP 27 2016
Date: _____

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233453 OR BOOK 3916 PAGE 883, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this ___ day of _____ _____.
20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 _____ paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE _____, State of FLORIDA _____.
to wit: SECTION 31 BLK 1712 LOT 3

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas

Witness Kellie M Begley — Second Party George Callas

STATE OF : FL
COUNTY OF : MIAMI DADE

On Sept 22 2016 before me, Kellie M Begley.
personally appeared George J. CALLAS / George CALLAS.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown ___
ID Produced FL DL Lic
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By _____ Clerk
Date SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/
Commission No. FF 903726

ENGINEERS ◔ SURVEYORS

RECEIVED

NOV 02 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

LETTER OF JUSTIFICATION

Callas Rezone Application
October 24, 2016

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a rezone application for a project to be known as Callas Rezone. The subject properties include ten (10) parcel ID's / 12 lots totaling 2.94 acres +/- as noted in the below table. The petitioner wishes to market these parcels as one site with a zoning designation of Service Commercial (CS). The property is generally located on the south side of SW Gatlin Boulevard. SW Cahaly Road runs north and south between said subject parcels. The petitioner also submitted an application for the approval of a comprehensive plan amendment in September 2016 for Parcel ID's 4-10 noted in the below table. The comprehensive plan amendment is scheduled for the P & Z Public Meeting on November 1, 2016.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located on the south side of SW Gatlin Boulevard. SW Cahaly Road runs north and south between the subject parcels.

The subject property is comprised of approximately 2.94 acres and is currently undeveloped. The property associated with this request are outlined in the below table:

	Parcel ID	Address	Acreage	Lot / Block	Existing Zoning	Proposed Zoning
1	3420-650-1149-000-9	2757 SW Cahaly Road	0.23	8 / 1711	SFR	CS
2	3420-650-1147-000-5	2741 SW Cahaly Road	0.67	6&7 / 1711	SFR	CS
3	3420-650-1146-000-8	2733 SW Cahaly Road	0.26	5 / 1711	SFR	CS
4	3420-650-1145-000-1	2725 SW Cahaly Road	0.23	4 / 1711	SFR	CS
5	3420-650-1144-000-4	2717 SW Cahaly Road	0.23	3 / 1711	SFR	CS
6	3420-650-1179-000-8	2138 SW Cahaly Road	0.32	1 / 1712	SFR	CS
7	3420-650-1180-000-8	2126 SW Cahaly Road	0.26	2 / 1712	SFR	CS
8	3420-650-1181-000-5	2114 SW Cahaly Road	0.26	3 / 1712	SFR	CS
9	3420-650-1142-000-0	2112 SW Gatlin Blvd.	0.34	1&2 / 1711	SFR	CS
10	3420-650-1182-000-2	2102 SW Cahaly Road	0.14	4 / 1712	SFR	CS
			2.94		ac +/-	

The subject properties have an existing zoning designation of Single Family Residential. The applicant is requesting a change from the existing zoning to Service Commercial (CS).

In addition to the above applications, the petitioners is proposing the abandonment of a portion of SW Cahaly Road which currently runs through the subject properties and dead ends prior to connection with Gatlin Boulevard.

To the north of the subject property lies the 200 foot Right of Way for SW Gatlin Boulevard, a City roadway. North of SW Gatlin Boulevard lies developed commercial parcels with a current use of gasoline sales and oil changing quick lube. These parcels have a future land use designation of Commercial Highway and an underlying zoning category of Single Family Residential.

To the west of the subject property is a parcel owned by T & P Investment, LLC. The property is currently developed as a self-storage facility. The future land use designation of this property is Commercial General and it is located in the General Commercial zoning district.

West of the southernmost subject parcels lies vacant commercial parcels with a future land use designation of Commercial Service and an underlying zoning category of Single Family Residential.

To the south of the subject property is a 65 foot drainage Right of Way owned by the City of Port St. Lucie followed by undeveloped properties. The southern properties have a future land use designation of Commercial Service and it is located in the Single Family Residential zoning district.

To the east of the subject property is a 65 foot drainage Right of Way owned by the City of Port St. Lucie followed by vacant commercial parcels. The northeastern most parcel has a future land use designation of Commercial General with an underlying zoning designation of Planned Unit Development. The balance of the eastern parcels have a future land use designation of Commercial Service and an underlying zoning designation of Service Commercial.

Based on the above and attached information, the applicant respectfully request approval of the proposed applications.

S:_Project Files\16-138 - Newman - Gatlin Self Storage\EDC Documents\Submittal Documents\Justification Statement\2016-10-24_Callas_Rezone_Justification_Statement_15-132.doc

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error,
please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

COUNCIL ITEM 10F
DATE 1/9/17

ORDINANCE 17-06

COUNCIL ITEM 8F
DATE 1-23-17

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR ST. LUCIE MEDICAL PARK (P16-185) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF ROI (RESIDENTIAL/OFFICE/INSTITUTIONAL) AND OSC (OPEN SPACE CONSERVATION) FOR PROPERTY LEGALLY DESCRIBED AS PORTIONS OF TRACT 1 AND TRACT 2, 1ST REPLAT OF TRACT G-5, LOCATED ON THE EAST SIDE OF SE VILLAGE GREEN DRIVE AND NORTH OF SE TIFFANY AVENUE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 00-122, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from Bradley J. Currie of Engineering Design and Construction, Inc., the agent for the owners, HCA Realty, Inc., and City of Port St. Lucie, (P16-185) for property legally described as shown on the attached Exhibit "A", for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to amend the boundaries of the existing future land use designation of OSC (Open Space Conservation) and ROI (Residential Office Institutional) affecting approximately 1.92 aces; and

ORDINANCE 17-06

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-185) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on January 23, 2017 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-185) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to change 1.0339 acres from OSC (Open Space Conservation) to ROI (Residential Office Institutional), and 0.888 acres of ROI (Residential/Office/Institutional) to OSC (Open Space Conservation) as shown on the attached Exhibit "B".

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or

ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of January, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: **January 9, 2017**
and Quasi-Judicial Hearing on:
January 23, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-06 St. Lucie Medical Park – Small Scale Comprehensive Plan Amendment (P16-185)
Submittal Date:	12/15/2016

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

BACKGROUND: This is a small scale comprehensive plan amendment application to change 1.0339 acres from OSC (Open Space Conservation) to ROI (Residential Office Institutional), and 0.888 acres of ROI (Residential/Office/Institutional) to OSC (Open Space Conservation) as shown on the attached exhibits of the ordinance. The City processed a comprehensive plan amendment and rezoning in the year 2000 for 9.97 acres of property located at the northeast corner of Village Green Drive and Tiffany Avenue. The property was subsequently subdivided by the City in order to convey the 9.97 acres to HCA. The plat of the property was different from the legal descriptions associated with the comprehensive plan amendment and rezoning. HCA has submitted a site plan amendment for an additional 75,000 sq. ft. medical office building on the site. During the review of the site plan staff discovered the discrepancy between the parcel boundary and the Future Land Use designations.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance has been approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 23, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on December 6, 2016 with 5 board members voting in favor and 1 abstaining.

SPECIAL CONSIDERATION: N/A

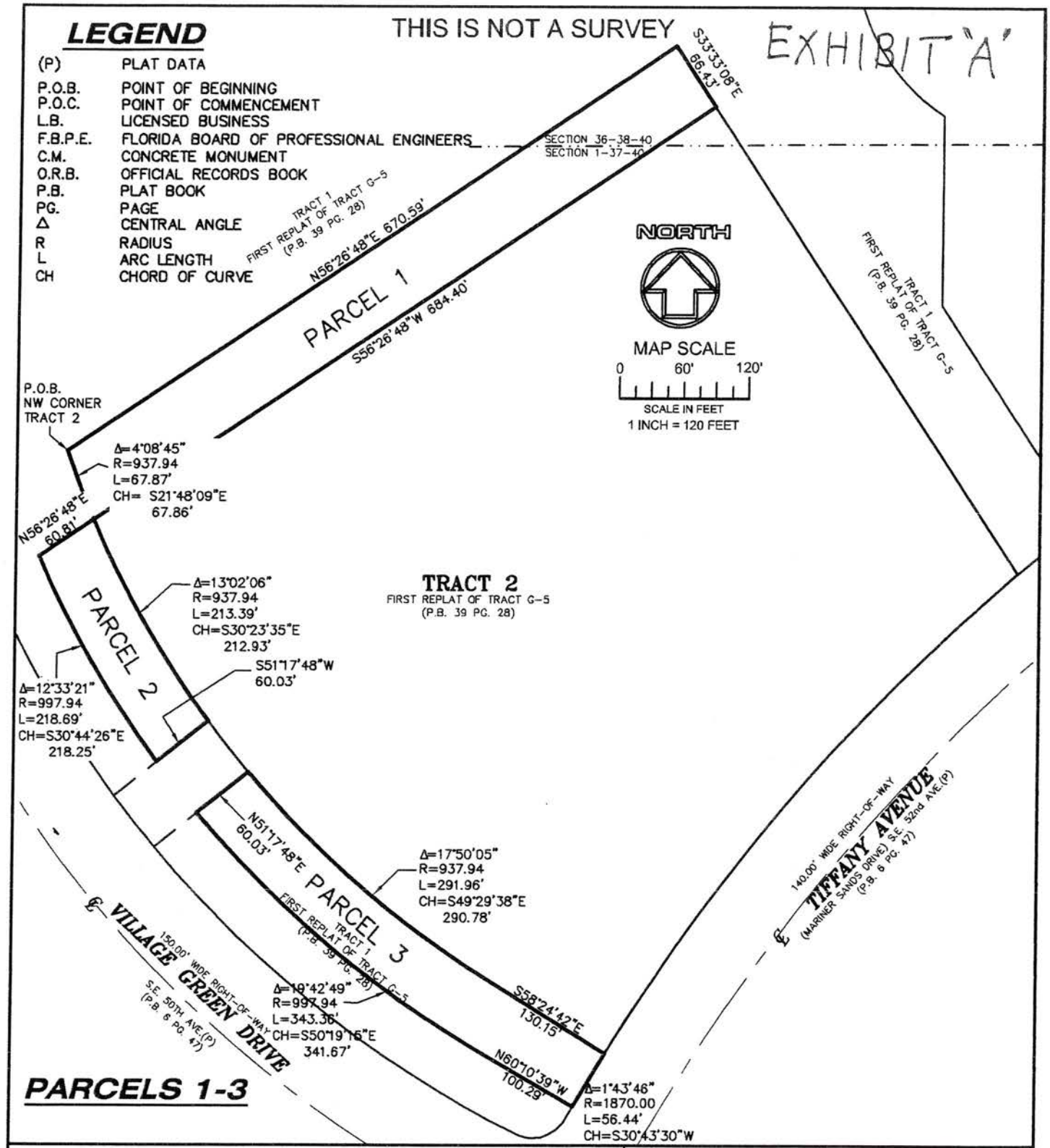
PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 1/9/2017 and 1/23/2017

LOCATION OF PROJECT: This property is located on the east side of SE Village Green Drive and north of SE Tiffany Avenue.

ATTACHMENTS: Ordinance, staff report, maps and application.

PT/TK



SKETCH AND DESCRIPTION
ST. LUCIE MEDICAL PARK

PREPARED FOR:

CITY OF PORT SAINT LUCIE, FLORIDA

ENGINEERS SURVEYORS
www.edc-inc.com

FORT PIERCE OFFICE
1934 TUCKER COURT
FORT PIERCE, FL 34950
772-462-2455

PORT SAINT LUCIE OFFICE
469 NW PRIMA VISTA BLVD.
PORT SAINT LUCIE, FL 34983
772-340-4990

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

JOB No. : 16-225 DATE: 12/05/2016
SCALE : AS SHOWN DRAWN BY: RAH CHECKED BY: MTO CADD FILE : 16-225 SK&D.dwg

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (PARCEL 1)
Being a parcel of land lying in Section 36, Township 36 South, Range 40 East and Section 1, Township 37 South, Range 40 East, Saint Lucie County, Florida, said parcel also being a portion of Tract 2, "FIRST REPLAT OF TRACT G-5", according to the plat thereof, as recorded in Plat Book 39 at page 28 of the Public Records of said Saint Lucie County being more particularly described as follows:

Beginning at the Northwest corner of said Tract 2, thence N 56°26'48" E along the North line of said Tract 2, a distance of 670.59 feet to the Northeast corner of said Tract 2; thence S 33°33'08" E along the East line of said Tract 2, a distance of 66.43 feet; thence depart said East line S 56°26'48" W, a distance of 684.40 feet to a point on a non tangent curve to the right on the West line of said Tract 2, of which the radius point lies N 66°07'28" E, a radial distance of 937.94 feet; thence Northerly along the arc of said curve and said West line, through a central angle of 04°08'45", a distance of 67.87 feet to the POINT OF BEGINNING.

The Above described parcel containing 45,035.98 square feet or 1.034 acres, more or less.

LEGAL DESCRIPTION: (PARCEL 2)
Being a parcel of land lying in Section 1, Township 37 South, Range 40 East, Saint Lucie County, Florida, said parcel also being a portion of Tract 1, "FIRST REPLAT OF TRACT G-5", according to the plat thereof, as recorded in Plat Book 39 at page 28 of the Public Records of said Saint Lucie County being more particularly described as follows:

Commencing at the Northwest corner of Tract 2, "FIRST REPLAT OF TRACT G-5", said point being a point on a non-tangent curve to the left, of which the radius point lies N 70°16'13" E, a radial distance of 937.94 feet; thence Southerly along the arc of said curve and the West line of said Tract 2, through a central angle of 04°08'45", a distance of 67.87 feet to the POINT OF BEGINNING; thence continue Southeasterly along the arc of said curve and West line of said Tract 2 through a central angle of 13°02'06", a distance of 213.39 feet; thence depart said West line S 51°17'48" W, a distance of 60.03 feet to point a on a non tangent curve to the right, of which the radius point lies N 52°58'54" E, a radial distance of 997.94 feet; thence Northwesterly along the arc of said curve, through a central angle of 12°33'21", a distance of 218.69 feet; thence N 56°26'48" E, a distance of 60.81 feet to the POINT OF BEGINNING.

The Above described parcel containing 12,962.17 square feet or 0.298 acres, more or less.

LEGAL DESCRIPTION: (PARCEL 3)
Being a parcel of land lying in Section 1, Township 37 South, Range 40 East, Saint Lucie County, Florida, said parcel also being a portion of Tract 1, "FIRST REPLAT OF TRACT G-5", according to the plat thereof, as recorded in Plat Book 39 at page 28 of the Public Records of said Saint Lucie County being more particularly described as follows:

Commencing at the Northwest corner of Tract 2, "FIRST REPLAT OF TRACT G-5", said point being a point on a non-tangent curve to the left, of which the radius point lies N 70°16'13" E, a radial distance of 937.94 feet; thence Southeasterly along the arc of said curve and along the West line of said Tract 2, through a central angle of 20°50'49", a distance of 341.27 feet to the POINT OF BEGINNING; thence continue along the West line of said Tract 2, Southeasterly along the arc of said curve through a central angle of 17°50'05", a distance of 291.96 feet; thence S 58°24'42" E, a distance of 130.15 feet to the Westerly right-of-way line of Tiffany Avenue as recorded in Plat Book 6 at page 47 of said Public Records and a point on a non tangent curve to the left, of which the radius point lies S 58°24'37" E, a radial distance of 1,870.00 feet; thence Southwesterly along the arc of said curve and said Westerly right-of-way line, through a central angle of 01°43'46", a distance of 56.44 feet; thence depart said Westerly right-of-way line N 60°10'39" W, a distance of 100.29 feet to the beginning of a curve to the right having a radius of 997.94 feet and a central angle of 19°42'49"; thence Northwesterly along the arc of said curve a distance of 343.36 feet; thence N 51°17'48" E, a distance of 60.03 feet to the POINT OF BEGINNING.

The Above described parcel containing 25,757.33 square feet or 0.591 acres, more or less.

NOTE:
NOT VALID WITHOUT SKETCH
SHEETS 3 THROUGH 8.

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 5556

DATE:

SKETCH AND DESCRIPTION
ST. LUCIE MEDICAL PARK

PREPARED FOR:

CITY OF PORT SAINT LUCIE, FLORIDA

ENGINEERS & SURVEYORS

FORT PIERCE OFFICE
1934 TUCKER COURT
FORT PIERCE, FL 34950
772-462-2455

PORT SAINT LUCIE OFFICE
169 NW PRIMA VISTA BLVD.
PORT SAINT LUCIE, FL 34983
772-340-4990

www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 6098

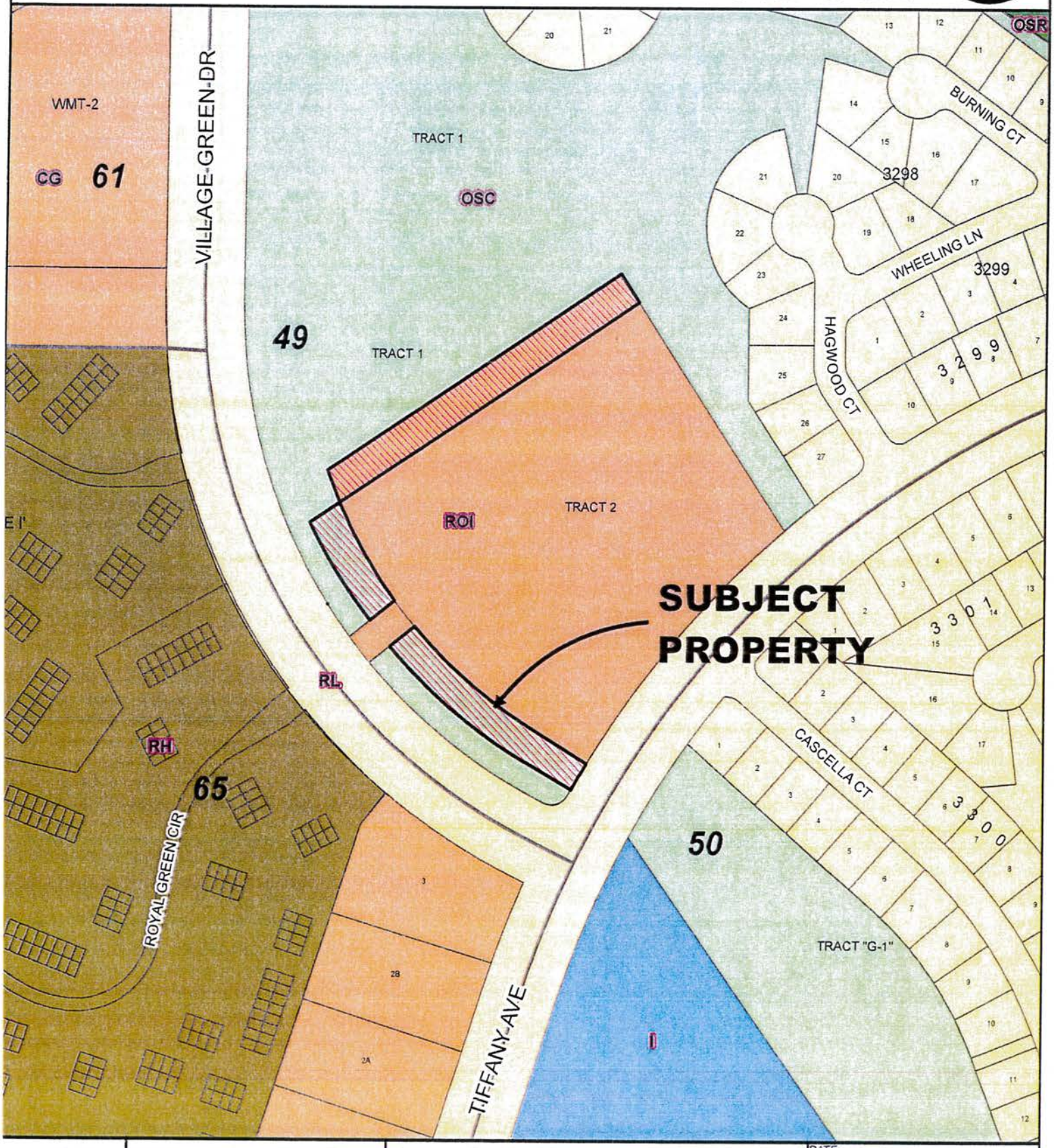
REVISIONS

JOB No. : 16-225 DATE: 12/05/2016
SCALE : AS SHOWN DRAWN BY: RAH CHECKED BY: MTO CADD FILE : 16-225 SK&D.dwg

EXHIBIT "B"

PROPOSED LAND USE

COMMERCIAL GENERAL
INSTUTIONAL
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
RECREATION OPEN SPACE
CONSERVATION OPEN SPACE
RESIDENTIAL - OFFICE - INSTUTIONAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft	

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

TO: **PLANNING & ZONING BOARD - MEETING OF DECEMBER 6, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **ST. LUCIE MEDICAL PARK**
COMPREHENSIVE PLAN AMENDMENT APPLICATION-SMALL SCALE
PROJECT NO. P16-185

DATE: **NOVEMBER 29, 2016**

PROPOSED PROJECT: This application is to make consistent the boundaries of the future land use designations of OSC (Open Space Conservation) and ROI (Residential Office Institutional) with the property that was deeded to HCA in 2001. The comprehensive plan amendment is to change 1.0339 acres from OSC (Open Space Conservation) to ROI (Residential Office Institutional), and 0.888 acres of ROI (Residential/Office/Institutional) to OSC (Open Space Conservation) as shown on the attached Exhibit "A" of the draft ordinance.

APPLICANT HCA Realty, Inc.

OWNERS: HCA Realty, Inc. and City of Port St. Lucie

LOCATION: The property is located on the east side of SE Village Green Drive and north of SE Tiffany Avenue.

LEGAL DESCRIPTION: Portions of Tract 1 and Tract 2, 1st replat of Tract G-5.

SIZE: 1.92 acres.

EXISTING USE: Vacant land. There is an existing medical office building located on the 9.97 acre overall parcel owned by HCA.

EXISTING ZONING: I with a SEU for a clinic (Institutional/Special Exception Use) and RS-2 (Single Family Residential).

EXISTING AND PROPOSED FUTURE LAND USES:

Parcel #:	Area	Owner	Existing FLU	Proposed FLU
1	1.0339 acres	HCA Realty, Inc.	OSC	ROI
2	0.297 acres	City of PSL	ROI	OSC
3	0.591 acres	City of PSL	ROI	OSC

SURROUNDING FUTURE LAND USES, ZONING AND EXISTING USES:

Direction	Future Land Use	Zoning	Existing Use
N	OSC	RS-2	Drainage easement
S	OSC, RL	RS-2, OSC, I	Tiffany Ave. and beyond that houses, drainage easement, St. Lucie Hospital
E	RL, OSC	RS-2,	Drainage easement, houses
W	OSC, RH, CG	RS-2, RM-15, CG	Drainage easement, Village Green Dr. and beyond that Midport Place II condo, medical office

---

IMPACTS AND FINDINGS:

In 2001, Ordinance 00-122 approved the Comprehensive Plan Amendment for a 9.97 acre parcel to allow for the development of medical offices associated with St. Lucie Medical Center. The legal and sketch associated with this Ordinance does not match the property boundary that was later deeded to HCA.

HISTORY: Per Ordinance 00-122, a comprehensive plan amendment from OSC (Open Space Conservation) to ROI (Residential Office Institutional) for 9.97 acres of City property was approved for land swap by the City and HCA.

Parcel #:	Area	Owner	Existing FLU	Proposed FLU
1	1.0339 acres	HCA Realty, Inc.	OSC	ROI
2	0.297 acres	City of PSL	ROI	OSC
3	0.591 acres	City of PSL	ROI	OSC
Total area	1.92 acres			

The proposed land use change will result in an increase of 0.15 acres (6534 sq. ft.) of ROI (1.0339-0.888=0.15 acres).

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service for this project. A breakdown of the potable water and wastewater demand for the existing land use is as follows:

	Water Calculations for proposed future land use (ROI)				
Land Use	Area in sq. ft.	Potable Water Rate (gpd/1000 sf)	Projected Water (gpd)	Wastewater Rate (gpd/1,000 sf)	Projected Wastewater (gpd)
ROI	2614	120	313	102	266

The proposed comprehensive plan amendment will result in an increase in water and wastewater demand.

Transportation: The proposed application increase traffic trips slightly as a result of this request.

Traffic Analysis for proposed land use (ROI)						
Land Use Code	Land Use	Intensity	Trip Generation Calculation	A.M. Peak Hour	Trip Generation Calculation	P.M. Peak Hour
720	Medical Office	2,614	Average Rate = 3.49(X) + 5.25	14	Average Rate = 4.43 (X) + 0.48	12

The proposed comprehensive plan amendment will result in an increase of 14 am peak hour trips and 12 pm peak hour trips.

Schools/Recreation: No new residential land use is proposed by this land use amendment application. Therefore, the proposed land use amendment will not impact the St. Lucie County School District or the recreational requirements of the City of Port St. Lucie.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental – Wetlands and Existing Vegetation: An environmental assessment has not been included as part of this application.

Flood Zone: This parcel is located in Panel Number 12111C0260J, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The proposed development is supported by the St. Lucie County Fire District (SLCFD). Specifically, the site is served by SLCFD station #12 located at 1850 SW Walton Road. The applicable station is located 3 miles away.

Compatibility Analysis: The request is for the adjustment of 1.92 acres (1.0339 acres to ROI and 0.888 acres to OSC) of HCA property and is consistent with the Comprehensive Plan.

Justification/Mitigation: The requested land use change is justified and supported by the Comprehensive Plan and is for an appropriate use.

STAFF RECOMMENDATION:

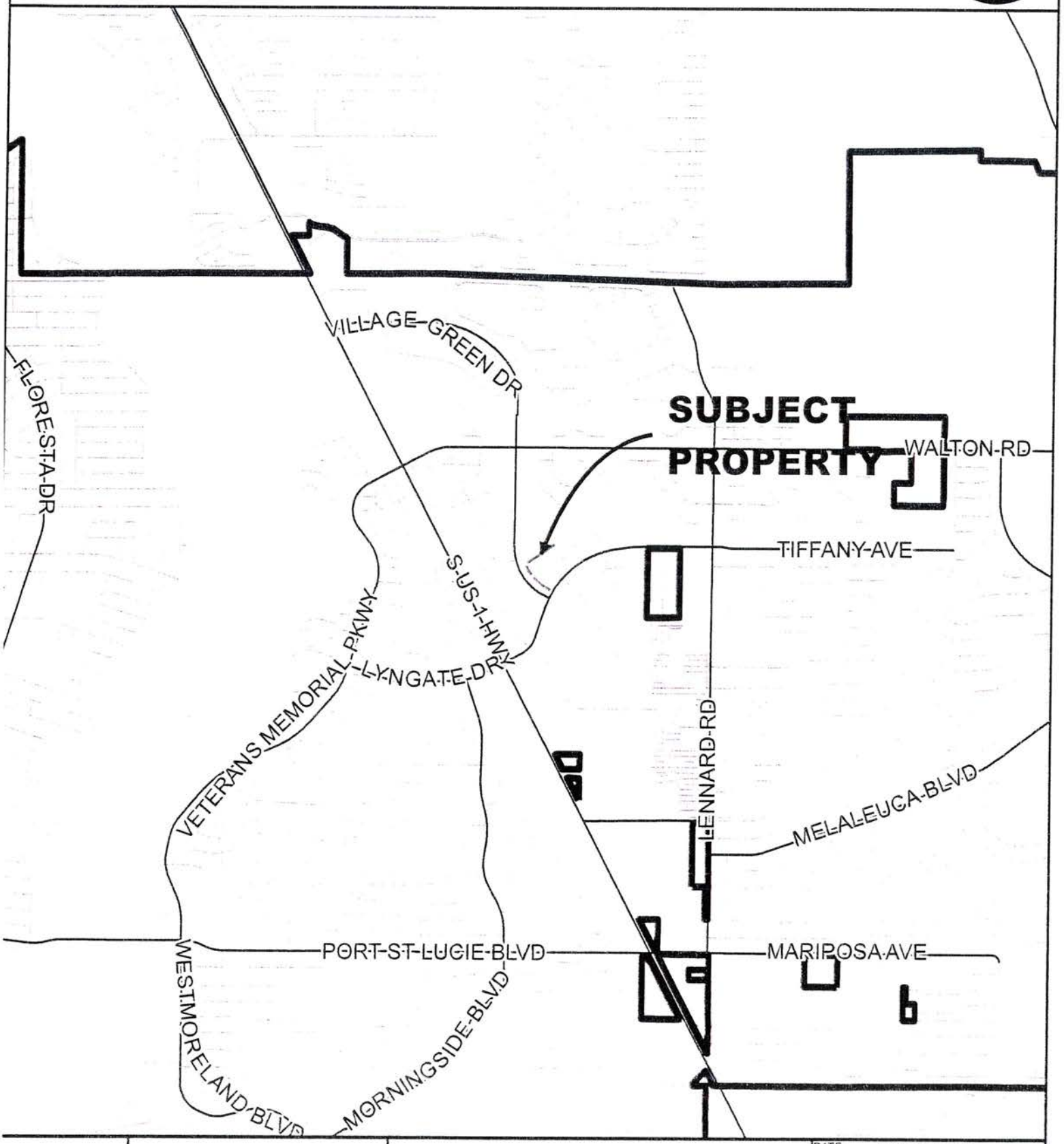
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

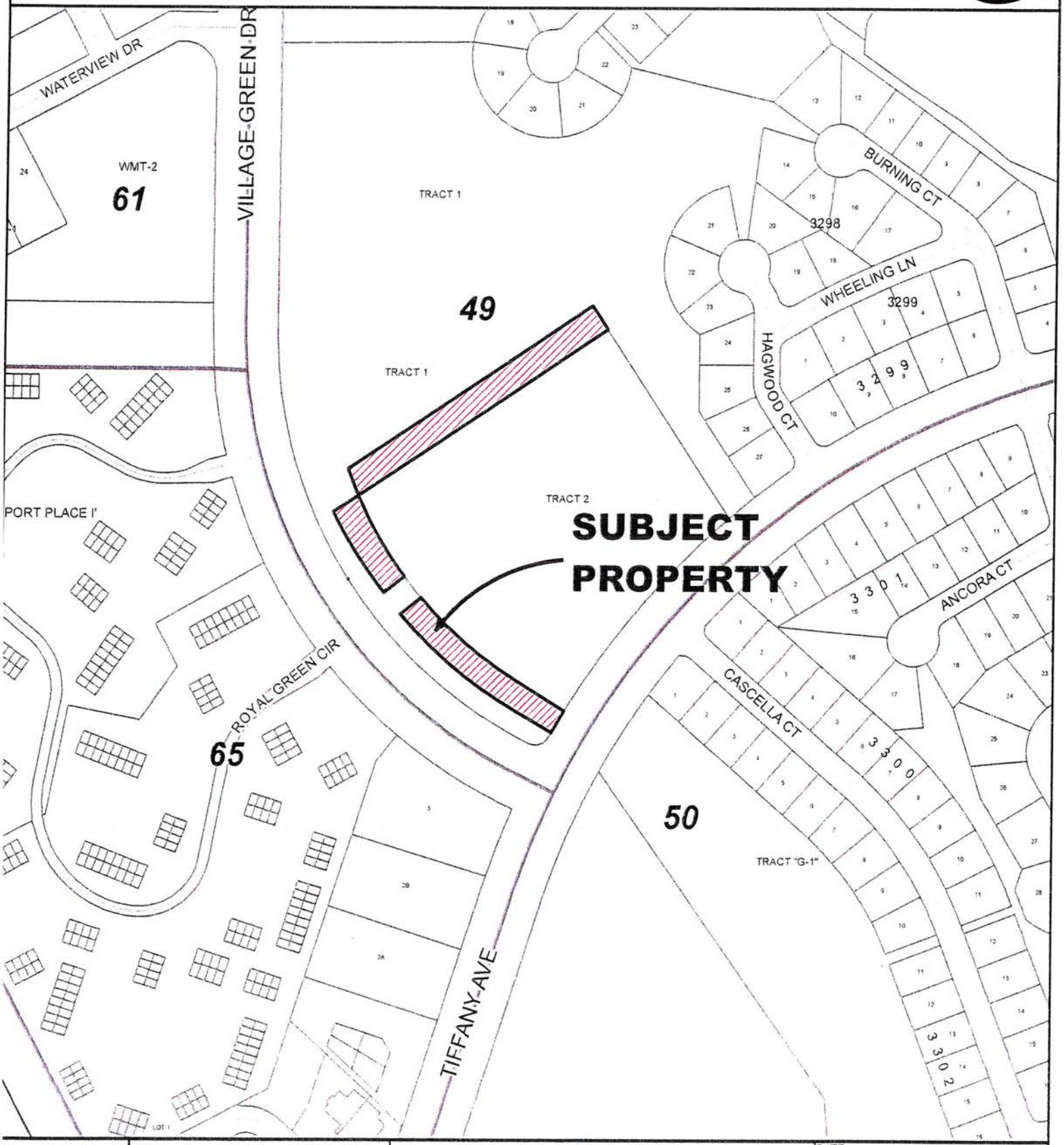
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



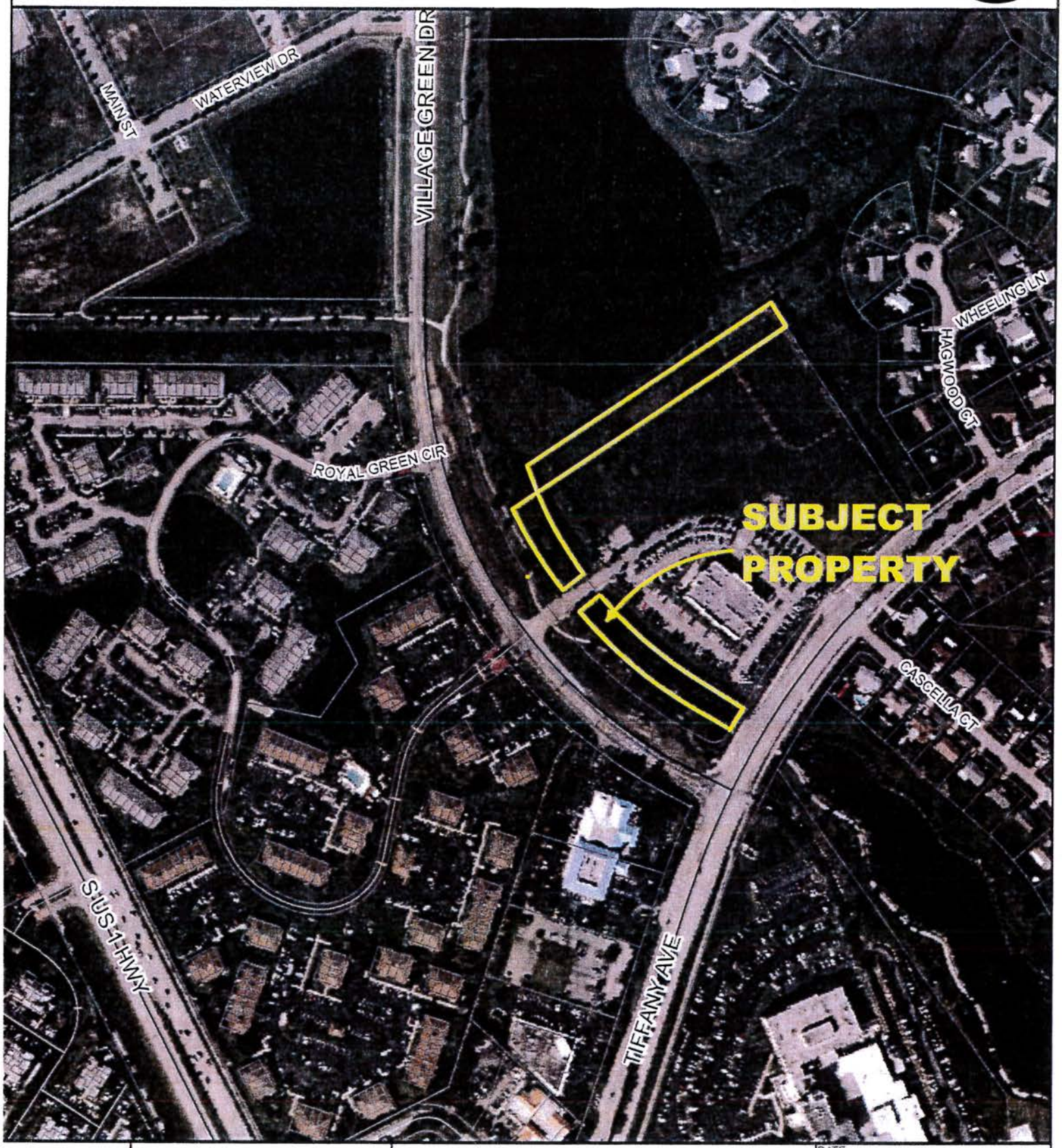
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 0.5 miles	

GENERAL LOCATION



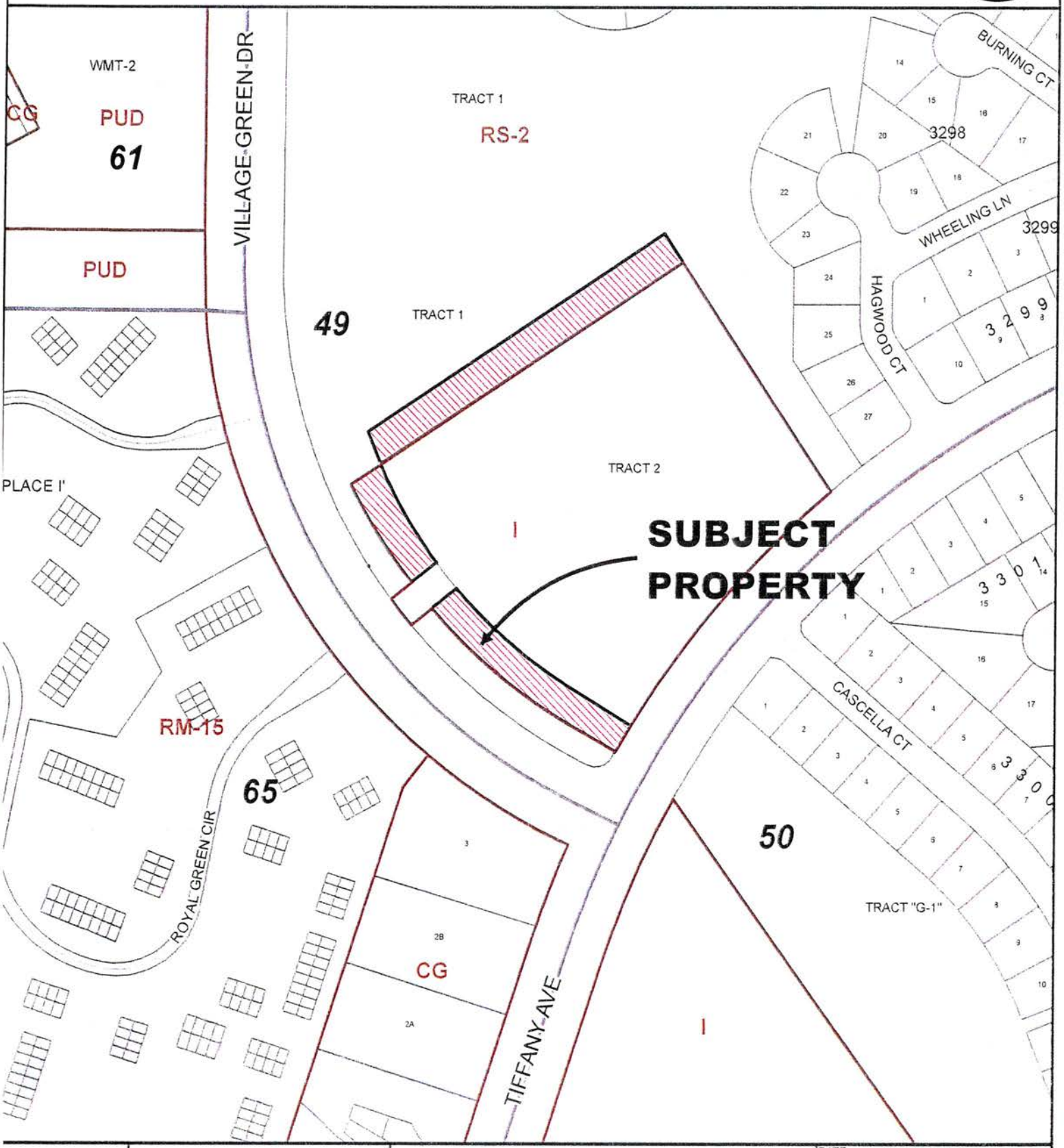
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 300 ft	

AERIAL



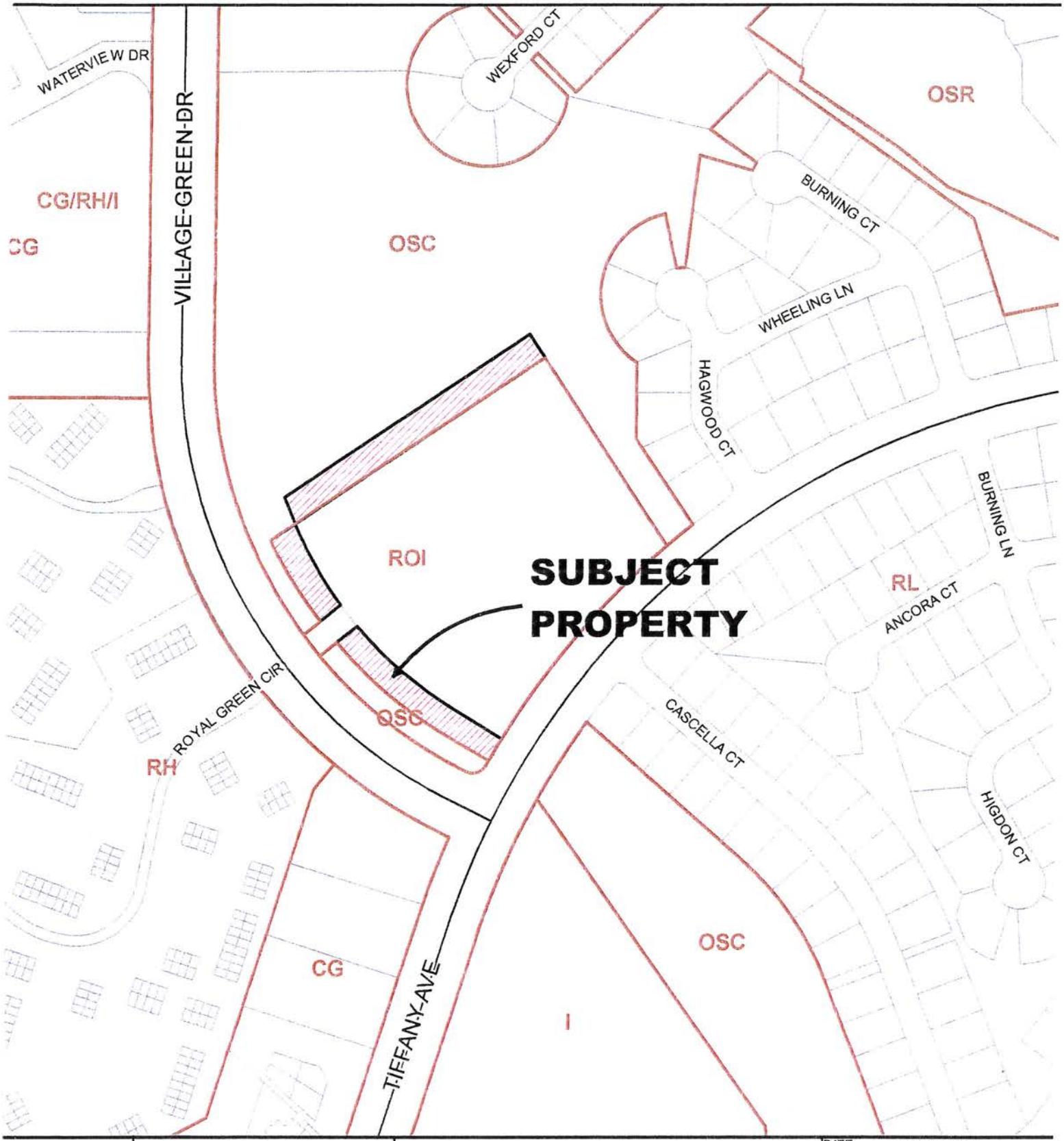
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5 AERIAL DATE 2014	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 300 ft	

EXISTING ZONING

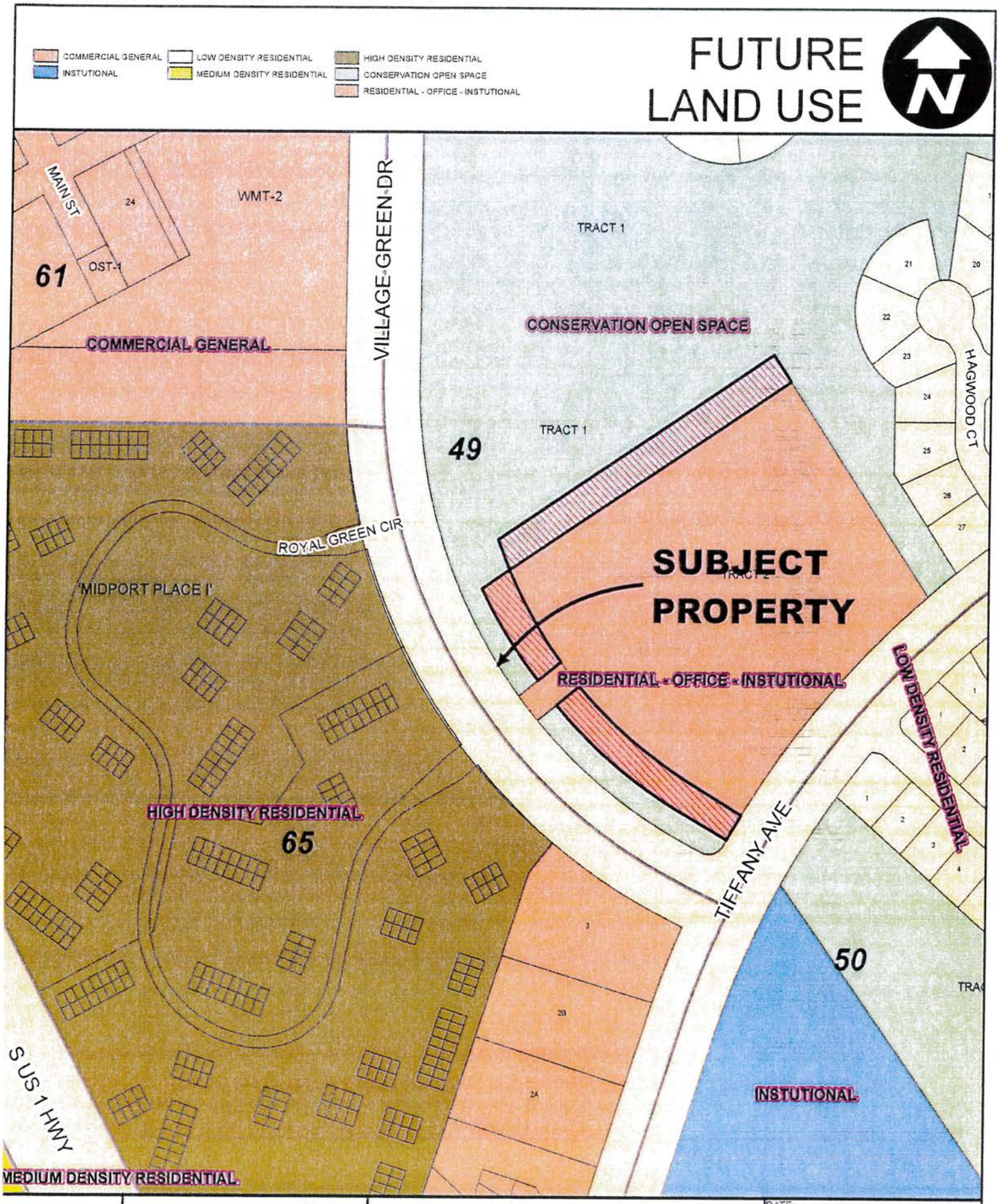


CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft	

FUTURE LAND USE

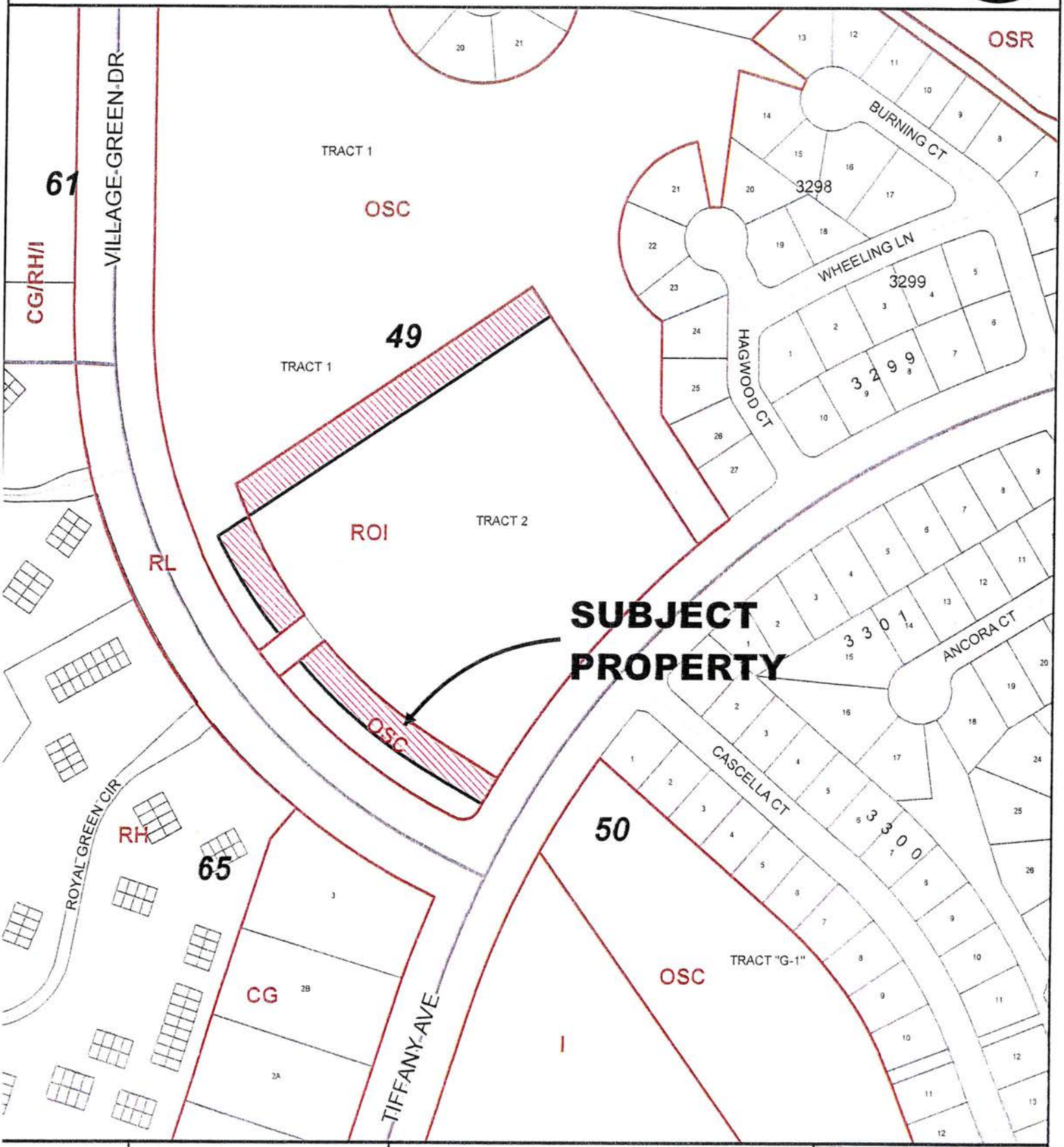


CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK	DATE: 11/8/2016 APPLICATION NUMBER: P16-185 USER: mkohler	



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft

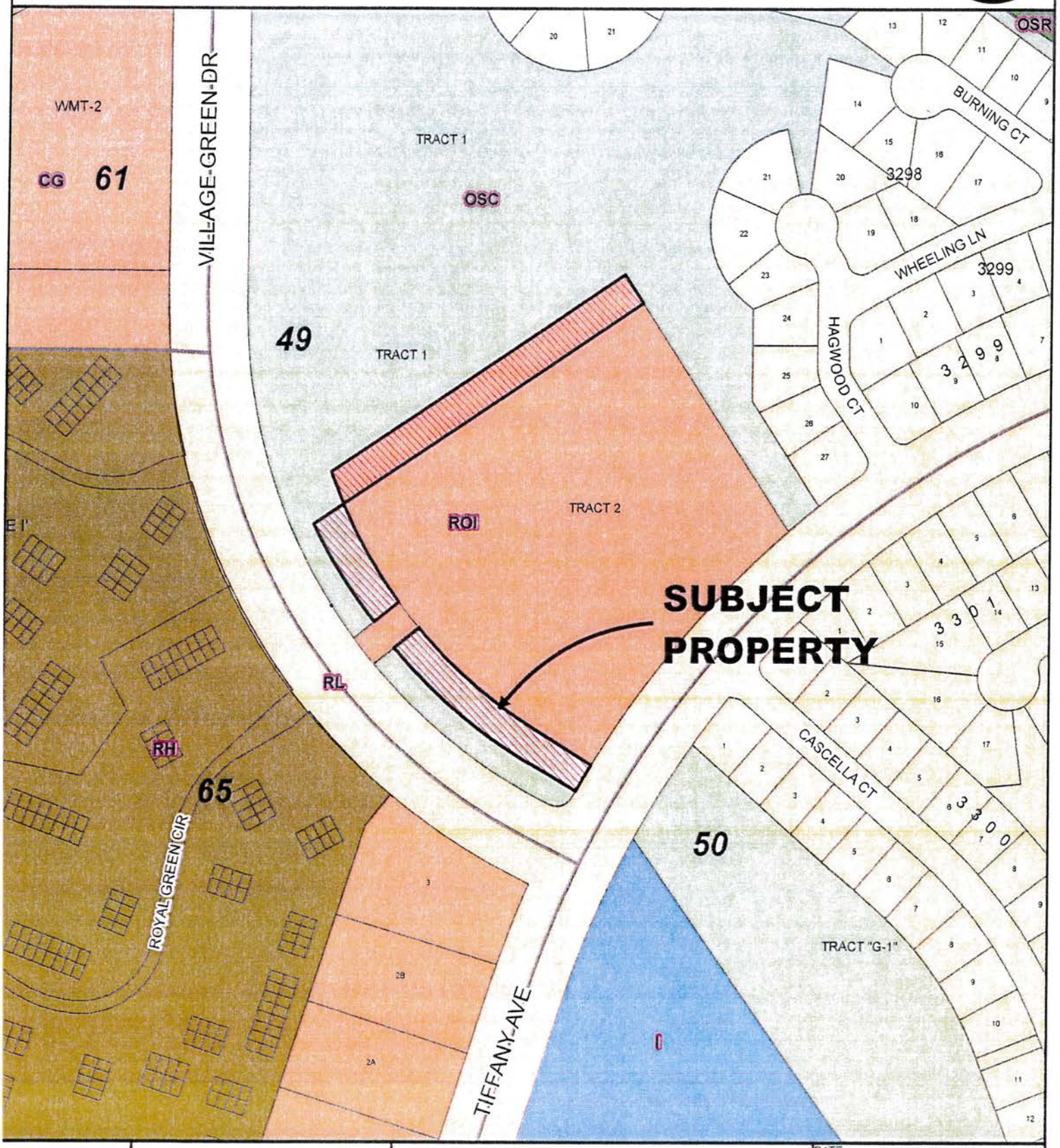
PROPOSED LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft	

COMMERCIAL GENERAL
INSTUTIONAL
LOW DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
RECREATION OPEN SPACE
CONSERVATION OPEN SPACE
RESIDENTIAL - OFFICE - INSTUTIONAL

PROPOSED LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN HCA REALTY/ST. LUCIE MEDICAL PARK TRACT 2, 1ST REPLAT TRACT G-5	DATE: 11/9/2016 APPLICATION NUMBER: P16-185 USER: mkohler SCALE: 1 in = 248 ft	

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept P16-185
Fee (Nonrefundable)$ -0-
Receipt # —

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: bradcurrie@edc-inc.com

PROPERTY OWNER

Name: HCA Realty, Inc.
Address: 2501 Park Plaza
Nashville, TN 37203
Telephone No.: 615-344-9551 Fax No.:

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Nicholoas Paul
Address: Same as above

Telephone No.: Fax No.: N/A

AGENT OF OWNER (if any)

Name: Bradley J. Currie, Engineering Design & Construction, Inc.
Address: 469 NW Prima Vista Blvd.
Port St. Lucie, FL 34983
Telephone No.: 772-340-4990 Fax No.: N/A

RECEIVED
OCT 3 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE FL

PROPERTY INFORMATION

Boundary Description (attach map) See attached Letter of Justification.
Property Tax I.D. Number 3420-746-0002-000-4 / 3420-746-0001-000-7
Current Land Use OSC / ROI Proposed Land Use ROI / OSC
Current Zoning SFR / INSTITUTIONAL Acreage of Property See Letter of Justification attached.

Reason for Comprehensive Plan Amendment:
THIS REQUEST IS TO CORRECT A PRIOR APPROVAL IN WHICH THE LEGAL AND SKETCH WHICH WERE INCLUDED AS PART OF THE CPA APPLICATION REFLECTED INCORRECT PROPERTY BOUNDARIES.

*Signature of Owner — Bradley J. Currie (Hand Print Name) — 10/31/16 (Date)

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

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

ENGINEERS SURVEYORS

RECEIVED
OCT 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

LETTER OF JUSTIFICATION
St. Lucie Medical Park
Comprehensive Plan Amendment
October 31, 2016

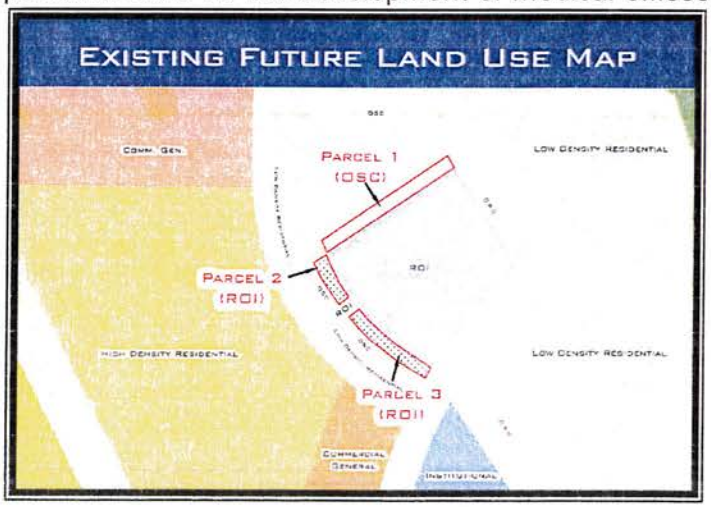
REQUEST
On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting Comprehensive Plan Amendment approval for a project to be known as St. Lucie Medical Park. The parcel ID numbers associated with this application are noted in the below table. The properties are generally located on the east side of SE Village Green Drive and north of SE Tiffany Avenue. This application is to correct a previously approved Comprehensive Plan Amendment (Ordinance 00-122) which depicted incorrect property boundaries. The petitioner has submitted an application to rezone the property concurrently with this application.

SITE CHARACTERISTICS & PROJECT HISTORY
The subject property is located on the east side of SE Village Green Drive and north of SE Tiffany Avenue in Port St. Lucie. The parcels associated with this request are identified in the below table:

Parcel #:	Parcel ID:	Owner	Address	Existing FLU	Proposed FLU
1	3420-746-0002-000-4	HCA Realty, Inc.	1871 SE Tiffany Ave.	OSC	ROI
2	3420-746-0001-000-7	City of PSL	1899 SE Tiffany Ave.	ROI	OSC
3	3420-746-0001-000-7	City of PSL	1899 SE Tiffany Ave.	ROI	OSC

Parcel #:	Acreage
1	1.0339
2	0.297
3	0.591

In 2001, Ordinance 00-122 approved the Comprehensive Plan Amendment for a 9.97 acre parcel to allow for the development of medical offices associated with St. Lucie Medical Center. The legal and sketch associated with this Ordinance was not correct. Pursuant to discussions with City staff, it was deemed necessary to prepare and submit a Comprehensive Plan Amendment Application to correct the parcels impacted by this error.

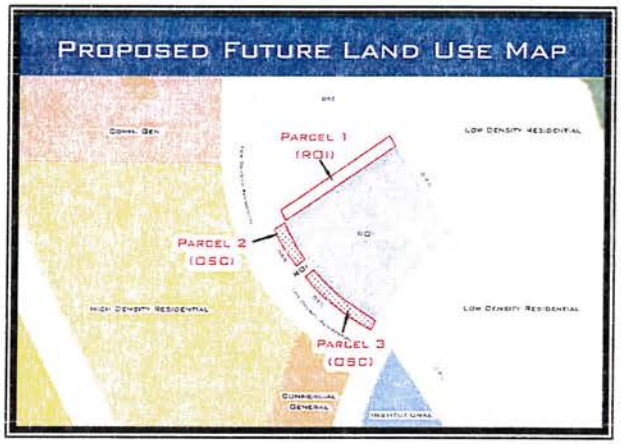


The Future Land Use map has incorrect boundaries depicted for the noted properties. The exhibit noted to the right reflects the existing land uses. Parcel 1 is has an existing Future Land

FORT PIERCE OFFICE
1934 Tucker Court, Fort Pierce, FL 34950
ph:(772) 462-2455 fx: (772) 462-2454

PORT ST. LUCIE OFFICE
469 NW Prima Vista Blvd, Port St. Lucie, FL 34983
ph:(772) 340-4990 fx:(772) 340-7996

Use Designation of OSC, while Parcels 2 & 3 have an existing Future Land Use Designation of ROI. This revision includes the northern parcel (Parcel # 1) modifying it from Conservation Open Space (OSC) to Residential – Office – Institutional (ROI) and revisions of two (2) tracts southwest of the subject property from Residential - Office – Institutional (ROI) to Conservation Open Space (OSC).



To the north of the subject property lies conservation open space currently owned by the City of Port St. Lucie. This tract of land has a Future Land Use Designation of Conservation Open Space (OSC) and an underlying zoning category of Single Family Residential.

To the west of the subject property is land that runs adjacent to the site which is owned by the City of Port St. Lucie. The property is currently vacant and has a future land use designation of Conservation Open Space (OSC) and is located in the Single Family Residential zoning district. This application will correct the duel future land use designations for Parcels 2 and 3 making the complete parcel lie within a Future Land Use Designation of Conservation Open Space (OSC). West of the City owned property lies the 150' Right-of-Way for SE Village Green Drive followed by Midport Place II, a single family residential community. Midport Place II has a Future Land Use Designation of High Density Residential and an underlying zoning category of Multiple Family Residential.

Southwest of the property lies the 150' Right-of-Way of SE Village Green Drive followed by medical office buildings. These buildings have a Future Land Use Designation of Commercial General and an underlying zoning category of General Commercial.

To the south of the subject property lies the 140' Right-of-Way of SE Tiffany Avenue followed by St. Lucie Medical Center. The southern property has a future land use designation of Institutional and an underlying zoning category of Institutional

Southeast of the subject property lies the 140' Right-of-Way of SE Tiffany Avenue followed by single family residential homes which have a Future Land Use Designation of Low Density Residential and an underlying zoning category of Single Family Residential.

To the East of the subject property lies a Conservation Tract owned by the City of Port St. Lucie followed by single family residential homes. The government owned property has a Future Land Use Designation of Conservation Open Space (OSC) and an underlying zoning category of Single Family Residential. East of that, the single family homes have a Future Land Use Designation of Low Density Residential and an underlying zoning category of Single Family Residential.

Environmental – Wetlands and Existing Vegetation: This application is to correct a mapping error only. Due to this, an environmental assessment has not been included as part of this application.

Traffic Analysis – This application is to correct a mapping error only. The proposed application does not increase traffic or other governmental services as a result of this request. Due to this, a traffic analysis is not included as part of this application.

Market Study: Because the requested change to the land use designation is to correct a mapping error only and does not change the use which would have an increased impact on services, a market study is not provided as part of this application. There is no net increase of commercial square footage by this amendment.

Chart comparing existing and proposed future land uses – This application is to correct a mapping error only. Due to this, a chart comparing existing and proposed future land uses has not been included as part of this application.

Based on the above and attached information, the applicant respectfully request approval of the proposed application.

S:_Project Files\16-115 - HCA - St. Lucie Medical Park\EDC Documents\Submittal Documents\Justification Statement\2016-10-31_SL_Med_CPA_16-115.doc

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1882004 OR BOOK 1363 PAGE 169
Recorded:02/12/01 14:14

Ret to: SLW Box 2 Universal Land Title

Doc Assump	: $	0.00
Doc Tax	: $	10,500.00
Int Tax	: $	0.00

PREPARED BY AND RETURN TO:
David N. Sowerby, Esquire
MELVILLE & SOWERBY, P.L.
2490 South 25th Street
Fort Pierce, Florida 34981
Courthouse Box #63
01060237
PARCEL I.D. NO. Portion of 3420-745-0007-000:6

[Space Above This Line For Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 9th day of February, 2001, by and between **CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation,** (hereinafter "Grantor"), and **HCA REALTY, INC., a Tennessee corporation**, whose post office address is 2501 Park Plaza, Nashville, TN 37203 (hereinafter "Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration to Grantor in hand paid by 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 the County of St. Lucie, State of Florida, to wit:

TRACT 2 of the FIRST REPLAT OF TRACT G-5, as recorded in Plat Book 39, Pages 28 and 28A of the Public Records of St. Lucie County, Florida.

Subject To restrictions, reservations and easements of record, if any, which are not reimposed hereby, and real estate taxes subsequent to December 31, 1999.

The property conveyed herein shall be subject to the following restrictive covenant. To wit:

> For a period of ten (10) years from the date of this Deed, development and use of the Property shall be limited to medical care facilities and ancillary improvements related to the use and operation of medical care facilities. For a period of twenty (20) years from the date of this Deed, neither the Property, nor any portion thereof, shall be rezoned except for the limited purpose of facilitating construction of medical care facilities and ancillary improvements related to the use and operation of medical care facilities. These restrictive covenants shall run with the land and shall be enforceable by the City Council of the City of Port St. Lucie, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

[Space Above This Line For Recording Data]

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor warrants the title to said land and will defend the same against the lawful claims of all persons claiming by or through grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Print Name: MARGARET McGRATH

Print Name: DENISE M FRENCH

CITY OF PORT ST. LUCIE, FLORIDA
a municipal corporation

By:
ROBERT E. MINSKY, Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me, this 9th day of February, 2001, by ROBERT E. MINSKY, as Mayor of the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, [✓] who is personally known to me, or [ ] who produced his driver's license as identification.

Notary Public, STATE OF FLORIDA
My Commission Expires:

OFFICIAL NOTARY SEAL
DENISE M FRENCH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC326902
MY COMMISSION EXP. APR. 22 2003

HCA REALTY INC.
ATTN: TAX DEPT.
PO BOX 1504
NASHVILLE, TN 37202

AGENT CONSENT FORM

Project Name: SAINT LUCIE MEDICAL PARK SITE PLAN AMENDMENT

Parcel ID: 3420-746-0002-000-4

BEFORE ME THIS DAY PERSONALLY APPEARED Nicholas L. Paul, 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 27 day of July, 2016, by Nicholas L. Paul (Name of Person Acknowledging) who is personally known to me or who has produced _____(type of identification) as identification and who did (did not) take an oath.

Helen W. Cook
(Signature of Person Taking Acknowledgement)

Nicholas L. Paul
Owner's Signature

Helen W. Cook
(Name of Acknowledger Typed, Printed or Stamped)

Nicholas L. Paul, Vice President of HCA Realty, Inc.
Owner's Name (Print)

Notary
(Title or Rank)

My Commission Expires
March 6, 2018

(Serial Number, if any)

HELEN W. COOK STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

One Park Plaza
Street Address
Nashville, TN 37203
City, State, Zip Code

(615) 344-2190
Telephone

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, November 23, 2016 1:41 PM
To: Thresiamma Kuruvilla
Subject: RE: Ordinance for CPA (P16-185)

No changes. Approved.
Thanks.

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 |334
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
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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Monday, November 21, 2016 3:07 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinance for CPA (P16-185)

PI see the draft ordinance for St. Lucie Medical Park CPA and this is also scheduled for Dec 6 P&Z B.
Thanks, Thres

Thresiamma Kuruvilla, Planner (B.Sc Eng., M.T.P.)
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-871-5281 (Direct Phone) 772 871 5213 (Office)
772-871-5124 (Fax)
Tkuruvilla@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Ordinance: Budget Amendment #1 – FY 2016-17 17-07

Submittal Date: 1/5/2017

STRATEGIC PLAN LINK: GOALS 2015-2020 – FINANCIALLY SOUND CITY

BACKGROUND: Each year, the adopted budget is amended as required for un-budgeted items. This is the first budget amendment in the current fiscal year. The first amendment usually deals with items that did not get included in the budget due to timing where a department was starting a project last year, but the cost will hit this year's budget. This amendment is also addressing the cost from Hurricane Matthew.

ANALYSIS: Each of the requests is matched to a funding source and sorted by fund with a brief explanation offered. Funds are available for each item as noted, either using additional revenues, identified savings or reducing the budgeted contingency. For items being re-budgeted, there will be additional cash carryforward from the prior fiscal year.

FINANCIAL INFORMATION: The total of this budget amendment is a net increase of $8,687,015 for a new budget total of $491,263,768. In many of the operating funds of the City the total fund balance is greater than the financial policy contingency. In the case of the General Fund, the total budgeted reserve of $26,625,030 must be reduced by the hurricane costs of $3,126,231and will be increased by the VOCA grant proceeds of $94,528 (Police Dept.). After finalization of the audit and the budget adjustment for the cost of VGTI, any additional cash carryforward can be added to the adopted budget for the revised total reserve amount in a future budget amendment.

LEGAL INFORMATION: The Ordinance was reviewed as to form by the City Attorney, 1-3-17.

STAFF RECOMMENDATION: Submitted by OMB to the City Manager on behalf of the various city departments. Staff recommends approval.

SPECIAL CONSIDERATION: There are staffing requests in this budget amendment totaling a net increase of 3.44 FTE's.

City Manager Office Staffing – The City Manager is requesting a Strategic Planner position to work with the Strategic Planning Process and implementation of a Dashboard for performance measuring and reporting. Funding is available because the General Fund's transfer for debt coverage of Torrey Pines can be reduced due to the stronger Impact Fee collections.

Police Department Staffing - The net change for school crossing guards is a drop of .06 FTE. They are dropping one part-time crossing guard position to allow a crossing guard supervisor position to be increased from part-time to full-time. No funding required.

Procurement Management Department Staffing – There is a request to upgrade a part-time position into full time (+0.5 FTE) that is being funded by savings within that department. This staffing increase was requested for the FY 2016-17 budget due to the increase in bidding activity, however was not funded.

Building Department Staffing – Due to the increased level of construction activity, one additional Inspector position and one Inspector Specialist (office support staff) is requested. Funding will be from the higher Permit Fee revenue being collected in the current year.

Major items are discussed per fund.

General Fund – The unaudited ending fund balance for the General Fund in FY 2015-16 benefited from savings in several areas to create a balance of $29,277,512. This is $2,024,578 greater than projected. This higher balance was generated mostly by savings. The total revenues were $19,305 (.02%) higher than projected. Expenditures were $2,005,272 lower due to savings in several of the larger departments with the largest area of savings ($596,413) in the Economic Development (VGTI) cost center because the monthly cost dropped in the last few months of the year. This funding source will address several items that did not get accomplished last year and need to be re-budgeted (example, Police Dept. parking lot gate). This will also fund some one-time items such as the vehicle lifts in the garage ($10,570). In future budget amendments, the VGTI cost will likely need additional funding. The monthly operating costs were budgeted assuming city staff and city vendors would maintain the facility. So far, the more expensive receiver has the responsibility of the facility. This funding source will also fund the un-budgeted costs of the payout for leave balances for two departed employees. When a long-term employee leaves the City, the payout of leave is an unbudgeted cost that a small department cannot cover from possible savings. Items using the additional cash carryforward total $293,799 in this budget amendment.

Two items are simply a trade-off between two departments and causes no change to the bottom line of the General Fund. The volunteer coordinator position is shifting from Parks and Recreation to Humane Resources. And budgeted costs totaling $64,962 are being shifted from the Civic Center department to the Parks and Recreation department.

The financial impact to the City's General Fund is $3,126,231 for hurricane costs and must be funded using the undesignated budgeted reserve. At some point in the future, the City hopes there will be a level of FEMA reimbursement.

The balance of the required funding for Police Department radio purchase is being requested. Police Impact Fees will contribute $316,400 and the amount financed is $1,284,187. The other portion of the transaction used available budgeted funds in the existing department budget.

There are a few items being requested for the Police Department that are funded by a grant such as the tactical robot for $24,256.

Please note, except for the Strategic Planner position, all items are one-time expenses and will not negatively impact the long-term financial condition of the General Fund.

Building Department Fund – In addition to the two additional positions discussed above, the department is requesting $100,000 for pending repairs to their parking lot and paver stone sidewalk. The department also needs to fund their hurricane costs of $47,822 using their additional fund balance carryforward. Because of the strong trend of permit fee revenue, the ending balance in this fund on September 30, 2016 exceeded the projection by $2,410,911.

Road & Bridge Operating Fund – The holiday light display for St. Lucie West was enhanced using a donation of $20,000. The revenue and appropriation needs to be added to the budget. Also, there is $87,704 in hurricane costs that needs to be appropriated using the undesignated fund balance as a source of funds. The City will be hoping for reimbursement from insurance or FEMA in the future.

Several SAD and Special Revenue Funds – Several special revenue funds (grants, impact fees) and SAD funds are being adjusted to bring the budget into alignment with the actual expected revenue. In the Police Impact Fee fund, the $316,400 contribution toward the Police radio purchase is being requested. SAD Fund #121 needs to budget $2,405,368 as a contribution toward the Crosstown Parkway Bridge. The existing fund balance is being used to help fund the water line on this project.

Road & Bridge CIP Fund – The unaudited results of FY 2015-16 show additional funds of $2,030,611 available due to savings or projects being delayed in the prior year.

Public Works has identified a list of projects that need to be appropriated in the current year and requests the appropriations as listed.

Stormwater Fund – The unaudited ending balance for this fund at September 30, 2016 indicates an additional amount of $3,195,620. The Public Works department is requesting $1,527,633 in funding to address projects. In some cases the project was budgeted last year ($700,000 for A19 control structure) and did not get started as planned. There is also hurricane costs of $181,881 that must be funded.

Utility Funds – There are several relatively small items being requested in the Utility Funds, but of significance is $6 million for the new maintenance building. This project was budgeted and bid a few years ago, but the Council at that time wanted staff to review existing commercial buildings that were available on the market. That resulted in the City purchasing the building at 10400 Federal Highway but was flipped for a profit before the department occupied the facility. Council recently approved the design contract for this building which will be built on the Prineville site. There is also a $1 million transfer from the operating fund to the connection fund. One side of the transfer was budgeted and the missing portion of the budgeted transaction must be included in the operating fund. The maintenance facility will be funded using the budgeted unreserved fund balance which climbed by $6.8 million last year due to the sale of the previous building and stronger financial results. The transfer will be funded using the additional cash carryforward available at 9-30-16. The larger fund balance ($1,898,771) is the result of stronger revenues and cost savings in the prior year. Also hurricane costs of $485,930 must be funded using the budgeted undesignated reserve.

PRESENTATION INFORMATION: A brief presentation will be provided.

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance and Schedule of Requested Appropriations

RECEIVED

JAN 1 0 2017

CITY MANAGER'S OFFICE

COUNCIL ITEM 10A
DATE 1/23/17

ORDINANCE 17-07

AN ORDINANCE AMENDING THE 2016-17 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 12 PAGES, ATTACHED HERETO AND DESIGNATED AS 2016-17 BUDGET AMENDMENT NO.1. 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 2016-17, be amended by increasing and/or decreasing various line items as set out in the schedule attached hereto consisting of 12 pages and made a part hereto and designated as 2016-17 Budget Amendment #1, 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 its final adoption.

PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this 13th day of February, 2017.

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

FILENAME: 16-17 BA.#2

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

****** GENERAL OPERATING FUND - #001 ******

		Expenses	Revenues
(A)	***Municipal Garage #4130***		
	-Increase Other Machinery and Equipment	$ 10,570	
	(replace two post vehicle lifts and concrete work to support the vehicle lift support leg)		
	-Increase Fund Balance/Cash Carryforward (possible insurance reimbursement)		$ 10,570
	(additional fund balance from prior year)		
(B)	***Municipal Garage #4130***		
	-Increase Repair and Maintenance of Building	20,000	
	(Thornhill Fuel Island Renovations - bid is greater than budget)		
	-Increase Fund Balance/Cash Carryforward		20,000
	(additional fund balance from prior year)		
(C)	***Police Department - Community Services #2105***		
	-Increase Improvements other than Buildings	94,800	
	(Replace Hydraulic Gate - budgeted in prior year		
	-Increase Fund Balance/Cash Carryforward		94,800
	(additional fund balance from prior year)		
(D)	***Police Department - Criminal Investigations #2115***		
	-Increase Overtime	2,080	
	(reimbursement from US Marshals District Fugitive Task Force)		
	-Increase Miscellaneous Revenue		2,080
	(U.S. Marshals overtime reimbursement)		
(E)	***Police Department - Criminal Investigations #2115***		
	-Increase other current charges & obligations	2,600	
	(economic crime reimbursement - funds paid out to victims of fraud		2,600
	-Increase Miscellaneous Revenue		
	(reimbursement for Victims of Crime)		
(F)	***Neighborhood Policing - #2130***		
	-Increase Office Supplies	3,617	
	(various K-9 related supplies)		
	-Increase Fund Balance/Cash Carryforward		3,617
	(additional cash carryforward from prior year - K-9 donations from prior year)		
(G)	***Neighborhood Policing - #2130***		
	-Increase Training	1,700	
	(K-9 Care Course training)		
	-Increase Fund Balance/Cash Carryforward		1,700
	(additional fund balance from prior year/donations received in prior year)		
(H)	***Neighborhood Policing - #2130***		
	-Increase Operating Supplies	236	
	(retired K9 expense reimbursement)		
	-Increase Fund Balance/Cash Carryforward		236
	(additional fund balance from prior year - reimbursement of expenses above allotment for retired K-9)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

(I)	***Neighborhood Policing - #2130***		
	-Increase Operating Supplies	250	
	(SWAT registration fees)		250
	-Increase Police Seminar Fees		
	(SWAT Registration Fees Reimbursement)		
(J)	***Neighborhood Policing Support Bureau #2131***		
	-Increase Fleet Maintenance - non-contract	6,288	
	(damages to various police vehicles)		
	-Increase Fund Balance/Cash Carryforward (insurance reimbursement already budgeted)		6,288
	(additional fund balance from prior year)		
(K)	***VOCA/Domestic Violence Grant #2123***		
	-Increase salaries, benefits and training	28,151	
	(victims advocate grant, fte already budgeted)		
	-Increase VOCA/Domestic Violence Grant Revenue		122,679
	-Increase Contingency	94,528	
(L)	***Neighborhood Policing #2130 Y1710***		
	-Increase Improvements other than Buildings	24,256	
	(grant to purchase a tactical robot for P.D.)		
	-Increase Justice Assistance Grant - JAG		24,256
(M)	***Police Department School Crossing Guard***		
	-Increase part-time FTE to Full-Time, and drop one part-time position (net decrease of .06)	-	
	-No dollar impact to budget		
(N)	***Neighborhood Policing #2130 Y1710***		
	-Increase Software	35,054	
	(purchase a workload staffing analysis software for patrol)		
	-Increase Justice Assistance Grant		35,054
	(grant approved to buy software for P.D.)		
(O)	***City Manager - #1200***		
	-Increase FTE's by 1, plus salaries and benefits (effective date of March 1)	59,636	
	(request to add Strategic Planner to manage strategic planning for city organization)		
	-Decrease Interfund Transfer to Torrey Pines Debt Service Fund	(59,636)	
	(reduce transfer based on stonger impact fee revenue due to construction industry)		
(P)	***Neighborhood Policing District Support #2131***		
	-Increase Other Machinery and Equipment	1,600,587	
	(Police Radios)		
	-Increase Financing Proceeds		1,284,187
	(Lease agreement)		
	-Increase Interfund Transfer from the Police Impact Fee Fund #109		316,400

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

(Q)	***Procurement - #1335***		
	-Increase FTE's by .50, salaries and benefits	-	
	(part-time buyer to full-time position)		
	-No Dollar Impact		-
	(savings in health insurance and salaries due to coverages and pay for new employee)		
(R)	***Parks and Recreation #7210***		
	-Increase Other Contractual Services	8,715	
	(Parks mowing of unmanned and neighborhood park sites, Turtle Run Park, Girl scouts Park)		
	-Increase Fund Balance/Cash Carryforward		8,715
	(additional fund balance from prior year)		
(S)	***Management Information Services - #1320***		
	-Increase Office Furniture and Equipment	25,834	
	(re-budget AT&T Fatpipe Equipment		
	-Increase Fund Balance/Cash Carryforward of prior year appropriations		25,834
	(additional fund balance from prior year)		
(T)	***Civic Center Maintenance - #7500***		
	-Increase Other Machinery and Equipment	14,707	
	(replace power washer)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		
	(additional fund balance from prior year)		14,707
(U)	***Disaster Preparedness #2500***		
	-Increase salaries, benefits and Misc. cost)	3,126,231	
	(charges for employees, misc. charges and debris pickup for Hurricane Matthew)		
	-Decrease Undesignated Reserve)	(3,126,231)	
(V)	***Civic Center - #7500/Parks and Recreation - #7205***		
	-Decrease Misc. Line Items - Civic Center	(64,962)	
	(cost re-allocation charging Fitness and Recreation Cost Centers)		
	-Increase Misc. Line Items - Parks and Recreation	64,962	
	(recreation and fitness should be charged a prorated share of Civic Center operating cost)		
(W)	***Police Department #2131***		
	-Increase Vehicles	27,232	
	(replacement of K-9 Vehicle due to an accident, insurance dollars already budgeted)		
	-Increase Fund Balance/Cash Carryforward		27,232
	(additional fund balance from prior year)		
(X)	***Human Resources/Parks and Recreation***		
	-Increase FTE by 1.00, plus salaries and benefits in Human Resources	67,283	
	(transferring volunteer coordinator from Parks and Recreation to Human Resources		
	-Decrease FTE by 1.00, plus salaries and benefits in Parks and Recreation	(67,283)	
	(transferring volunteer coordinator position to H.R.)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

(Y)	***City Council - #1100***		
	-Increase Salaries and Benefits	3,439	
	(vacation severance for employee that resigned)		
	-Increase Fund Balance/Cash Carryforward	-	3,439
	(additional fund balance from prior year)		
(Z)	***City Manager - #1200***		
	-Increase Salaries and Benefits	65,451	
	(vacation and sick severance for long-term employee)		
	-Increase Fund Balance/Cash Carryforward		65,451
	(additional fund balance from prior year)		
(AA)	***Civic Center - Maintenance Division #7501***		
	-Increase Other Machinery and Equipment	11,210	
	(re-budget from prior year replacement appliance)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		11,210
	(additional fund balance from prior year)		
(BB)	***Police Department - Neighborhood Police Bureau - District Support #2131***		
	-Increase Other Current Charges and Obligations	2,500	
	(Shop with A Cop Expenses)		
	-Increase Grant Revenue		2,500
	(Wal-Mart Community Grant)		
	BUDGET AMENDMENT TOTAL - FUND #001:	$ 2,083,805	$ 2,083,805

******ROAD & BRIDGE OPERATING FUND #104******

		Expenses	Revenues
(A)	***Road and Streets Facilities - Streets #4125***		
	-Increase Other Contractual Services	$ 20,000	
	(St. Lucie West Holiday Lights)		
	-Increase St. Lucie West Holiday Lights Revenue		$ 20,000
	(donations)		
(B)	***Emergency and Disaster - #2500***		
	-Increase Salaries and Benefits	87,704	
	(salary cost related to Hurricane Matthew)		
	-Decrease Undesignated Reserve	(87,704)	
	BUDGET AMENDMENT TOTAL - FUND #104	$ 20,000	$ 20,000

******LAW ENFORCEMENT IMPACT FEE FUND #109******

		Expenses	Revenues
(A)	***Interfund Transfer***		
	Increase interfund transfer to the General Operating Fund #001	$ 316,400	
	(transfer needed to cover Police Radios)		
	-Decrease Undesignated Reserve	(316,400)	
(B)	***P.D. Various Cost Centers***		
	-Increase Miscellaneous Line Items	134,200	
	(laptop, printer, uniforms, tasers, (2) Vehicles, (2) tablets, (2) weapons), laptop for A.C.)		
	-Decrease Misc. Line Items	(70,500)	
	-Decrease Undesignated Reserve	(63,700)	
	BUDGET AMENDMENT TOTAL - FUND #109	$ -	$ -

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

******BUILDING FUND #110 ******

(A)	***Bldg. Administration - #2405***		
	-Increase Repair and Maintenance	$ 100,000	
	(new pavers and parking lot issues at Building "B"		
	-Increase Fund Balance/Cash Carryforward		100,000
	(additional fund balance from prior year)		
(B)	***Bldg. Inspections -#2420***		
	-Increase (1) FTE, plus salaries and benefits for new Inspection Specialist	80,000	
	(assist contractors and homeowners in scheduling their inspections and other duties)		
	-Increase Permit Revenue		80,000
	(actual collections are greater than budget)		
(C)	***Bldg. Inspections - #2420***		
	-Increase (1) FTE, plus salaries and benefits for new Inspector	79,039	
	(cost to pursue Accreditation through the International Accreditation Service and Inter. Code Council)		
	-Increase Permit Revenue		79,039
	(actual collections are greater than budget)		
(D)	***Bldg. - Emergency and Disaster - #2500***		
	-Increase salaries, benefits and Misc. cost)	47,822	
	(charges for employees & misc. charges)		
	-Decrease Undesignated Reserve	(47,822)	
	BUDGET AMENDMENT TOTAL - FUND #110	$ 259,039	$ 259,039

******NEIGHBORHOOD STABILIZATION #3 FUND #114******

(A)	***Economic Environment Projects and Administration #5500/#5510***		
	-Increase Disposition of Properties	$ 37,352	
	-Increase Operating Expenses	3,432	
	-Increase NSP Payoff		34,323
	-Increase Fund Balance/Cash Carryforward		6,461
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #114	$ 40,784	$ 40,784

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

	******NEIGHBORHOOD STABILIZATION #3 FUND #116******		
(A)	***Economic Environment Projects and Administration #5500/#5510***		
	-Increase Disposition of Houses	$ 64,029	
	-Increase Other Current Charges and Obligations	7,114	
	-Increase NSP Property Payoff		71,143
	BUDGET AMENDMENT TOTAL - FUND #116	$ 71,143	$ 71,143
	******COMMUNITY DEVELOPMENT BLOCK GRANT FUND #118******		
(A)	***C.D.B.G. Projects and Administration #5900/#5910***		
	-Increase Improvements other than Buildings	$ 686,067	
	-Increase other Contractual Services	57,290	
	-Decrease Improvements other than Buildings - Project #Y1605	(2,050)	
	-Increase Other Current Charges & Obligations - Repair and Rehab.	95,196	
	-Decrease Other Current Charges & Obligations - Administrative Cost	(11,818)	
	-Increase CDBG Grant Revenue		179,976
	-Increase NSP transferred Program Income		625,486
	-Increase Property Payoff		19,223
	BUDGET AMENDMENT TOTAL - FUND #118	$ 824,685	$ 824,685
	******STATE HOUSING INITIATIVE PARTNERSHIP (S.H.I.P.) FUND #119******		
(A)	***S.H.I.P. Projects and Administration #5500/#5510***		
	-Increase Other Current Charges - Repair and Rehab.	$ 575,933	
	-Increase Operating Expenses - Administrative	16,049	
	-Increase Interest Income		1,408
	-Increase Refund of Prior Year		116,325
	-Increase Cash Carryforward		
	(additional fund balance from prior year)		474,249
	BUDGET AMENDMENT TOTAL - FUND #119	$ 591,982	$ 591,982
	******SAD I PHASE II W & S COLLECTION #121 Fund**		
(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the #314 Crosstown Parkway Fund	$ 2,405,368	
	(reimbursable charges for work completed in SAD I PHASE II W & S Collection)		
	-Decrease Undesignated Reserve	(2,405,368)	
	BUDGET AMENDMENT TOTAL - FUND #122	$0	-

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

****USA 3 & 4 Collection FUND #122 Fund****

(A)	***Interfund Transfer***		
	-Increase Interfund Transfer to the #314 Crosstown Parkway Fund	$ 66,640	
	(reimbursable charges for work completed in USA 3 & 4 #122)		
	-Decrease Undesignated Reserve	(66,640)	
	BUDGET AMENDMENT TOTAL - FUND #122	$ -	$ -

****MUNICIPAL COMPLEX DEBT SERVICE FUND 159****

		Expenses	Revenues
(A)	***Interfund Transfer***		
	-Decrease Interfund Transfer from the General Operating Fund #001		$ (59,636)
	(actual Public Building Impact revenue is projected to exceed budget)		
	-Increase Public Building Impact Revenue		59,636
	BUDGET AMENDMENT TOTAL - FUND #159	$ -	$ -

**** ROAD AND BRIDGE CAPITAL IMPROVEMENT FUND - #304 ****

		Expenses	Revenues
(A)	***Traffic Control and Improvements #4121***		
	-Increase Improvements other than Buildings	$ 474,660	
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		474,660
	(additional fund balance from prior year)		
(B)	***Traffic Control and Improvements #4121***		
	-Increase Roadway Improvements	1,000,000	
	(construction for California Blvd. & University Blvd. Roundabout		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		$ 1,000,000
	(additional fund balance from prior year)		
(C)	***Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services	7,094	
	(California Blvd. & University Blvd. roundabout (remaining dollars on Captec Visa Contract)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		7,094
	(additional fund balance from prior year)		
(D)	***Engineering Operations #4105 Project # Y1420***		
	-Increase Improvements other than Buildings	230,237	
	(re-budget City Funded Sidewalk Program)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		230,237
	(additional fund balance from prior year)		
(E)	***Engineering Operations #4105 Project #Y1509***		
	-Increase Improvements other than Buildings	1,570	
	(Selvitz Road Sidewalk - rebudget remaining balance on Culpepper Contract)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		1,570
	(additional fund balance from prior year)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

(F)	***Traffic Control and Improvements #4121 Project #Y1513***		
	-Increase Improvements other than Building	10,806	
	(Veteran's Memorial Pedestrian Bridges)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		10,806
	(additional fund balance from prior year)		
(G)	***Engineering Operations #4105***		
	-Increase Improvements other than Buildings	20,550	
	(Crosstown Parkway Parking Lots - remaining amount on Culpepper Visa Contract)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		20,550
	(additional fund balance from prior year)		
(H)	***Engineering Road and Street Facilities - Streets #4125 Y1324***		
	-Increase Roadways - Professional Services	6,500	
	(Port St. Lucie Blvd. Gatlin Access Modification)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		6,500
	(additional fund balance from prior year)		
(I)	***Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services	15,130	
	(re-stripe Becker Road at Village Parkway)		
	-Increase Fund Balance/Cash Carryforward		15,130
	(additional fund balance from prior year)		
(J)	***Traffic Control and Improvements #4121***		
	-Increase Other Contractual Services	317,253	
	(Adaptive Signal Coordination Upgrades		
	-Decrease Traffic Control		
	(transferring remaining balance from ITS Enhancements)	(150,519)	
	-Decrease Other Contractual Services	(66,731)	
	(Traffic Signal Maintenance - FDOT - transferring remaining balance to Adaptive Signal Upgrades)		
	-Increase Fund Balance/Cash Carryforward		100,003
	(additional fund balance from prior year)		
(K)	***Traffic Control and Improvements #4121***		
	-Increase Other Contractual Services	70,000	
	(ADA Improvements at Dwyer & Biltmore)		
	-Increase Fund Balance/Cash Carryforward		70,000
	(additional fund balance from prior year)		
(L)	***Traffic Control and Improvements #4121***		
	-Increase Roadways - Professional Services	7,870	
	(Bayshore & Selvitz Intersection Improvements)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		7,870
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #304:	$ 1,944,420	$ 1,944,420

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

***CROSSTOWN PARKWAY FUND #314

		Expenses	Revenues
(A)	***Interfund Transfers***		
	-Increase Interfund transfer from SAD I PHASE II W & S Collection Fund		$ 2,405,368
	(Reimbursable for work completed in the SAD)		
	-Increase Interfund transfer from USA 3 & 4 Collection Fund #122		66,640
	-Decrease Fund Balance/Cash Carryforward		(2,472,008)
	BUDGET AMENDMENT TOTAL - FUND #314:	$ -	$ -

**** STORMWATER UTILITY FUND #401****

		Expenses	Revenues
(A)	***Street and Drainage - #4126***		
	-Increase Other Contractual Services	$ 450,000	
	(Canal Bank has repeatedly failed - improvements to adjacent culvert and re-sloping of Canal Bank)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		$ 450,000
	(additional fund balance from prior year)		
(B)	***Street and Drainage - #4126***		
	-Increase Professional Services	429	
	(C-105 Outfall Repairs - remaining amount on Captec Visa)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		429
	(additional fund balance from prior year)		
(C)	***Engineering Operations - #4105 Project #92013***		
	-Increase Professional Services	4,040	
	(Water Quality Testing)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		4,040
	(additional fund balance from prior year)		
(D)	***Street and Drainage - #4126 - Project # Y1514***		
	-Increase Roadways - Professional Services	1,500	
	(Veterans Memorial Water Quality Project - remaining amount on Captec Visa Contract		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		1,500
	(additional fund balance from prior year)		
(E)	***Street and Drainage - #4126 Project #1421***		
	-Increase Roadways - Professional Services	8,059	
	(Drainage Basin Study Central)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		8,059
	(additional fund balance from prior year)		
(F)	***Street and Drainage - #4126 Project #1511***		
	-Increase Roadways-Professional Services	28,316	
	(E-8 Drainage Right of Way - remaining amount on Wantman Group Visa)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		28,316
	(additional fund balance from prior year)		

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

(G)	***Street and Drainage - #4126***		
	-Increase Professional Services	5,125	
	(Local Mitigation Strategy (LMS - remaining amount on Captec contract)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		5,125
	(additional fund balance from prior year)		
(H)	***Greenbelt and Waterway Maintenance #4127***		
	-Increase other Contractual Services	70,000	
	(SLW/Tradition Mazicom Upgrades - Irrigate existing landscape to eliminate labor for watering)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		70,000
	(additional fund balance from prior year)		
(I)	***Street and Drainage - #4126 Project #Y1607***		
	-Increase Improvements other than Buildings	10,164	
	(programming services for new engine controllers and fel signal(s) into existing SCADA system)		
	-Increase Fund Balance/Cash Carryforward		10,164
	(additional fund balance from prior year)		
(J)	***Greenbelt and Waterway Maintenance #4127 Y1227***		
	-Increase Improvements other than Buildings	700,000	
	(A-19 Control Structure Rehabilitation)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		700,000
	(additional fund balance from prior year)		
(K)	***Street and Drainage #4126***		
	-Increase Other Contractual Services	100,000	
	(Curb Spraying - clean roads more efficiently to improve drainage and appearance of all City roadways)		
	-Increase Fund Balance/Cash Carryforward		100,000
	(additional fund balance from prior year)		
(L)	***Street and Drainage #4126 Y1514***		
	-Increase Roadways-Professional Services	150,000	
	(Water Quality Projects - Feasibility studies and construction improvements to provide added water quality to N. Fork)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		150,000
	(additional fund balance from prior year)		
(M)	***Emergency & Disaster Relief - #2500***		
	-Increase salaries, benefits and operating	181,881	
	(personnel, operating and debris pickup for Hurricane Matthew)		
	-Decrease Undesignated Reserve	(181,881)	
(N)	***Greenbelt and Waterway Maintenance #4127 Y1227***		
	-Increase Improvements other than Buildings - Design Costs	11,713	
	(A-19 Control Structure Rehabilitation, remaining amount on CAPTC Visa)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		11,713
	(additional fund balance from prior year)		
(O)	***Street and Drainage #4126***		
	-Increase Professional Services	19,574	
	(Stormwater Master Plan (SWMP), remaining amount on Captec Visa)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		19,574
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #401:	$ 1,558,920	$ 1,558,920

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

****GOLF COURSE FUND #421****

(A)	***Emergency Management and Disaster Relief - #2500***		
	-Increase Salaries and Benefits	$ 13,642	
	(Personnel Cost from Hurricane Matthew)		
	-Decrease Undesignated Reserve	(13,642)	
	BUDGET AMENDMENT TOTAL - FUND #421:	$ -	$ -

****UTILITIES OPERATING FUND #431****

		Expenses	Revenues
(A)	***R.O. Plant #3310***		
	-Increase Repair and Maintenance of Office Equipment	$ 25,000	
	(to replace fob scanners at the R.O. plant, base on MIS' recommendation		
	-Increase Fund Balance/Cash Carryforward		$ 25,000
	(additional fund balance from prior year)		
(B)	***Glades Wastewater Treatment Plant # 3513***		
	-Increase Sludge Hauling	200,000	
	(additional contractor (Synagrow) to centrifuge required while plant is down for repairs)		
	-Increase Fund Balance/Cash Carryforward		200,000
	(additional fund balance from prior year)		
(C)	***Utility Administration - #1340***		
	-Increase Other Contractual Services	9,500	
	(hire an outside firm to scan files for Utility Engineering)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		9,500
	(additional fund balance from prior year)		
(D)	***Reverse Osmosis Plant - # 3310***		
	-Increase Repair and Maintenance Building	24,000	
	(construction of 3) new offices at R.O. Plant (2nd floor)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		24,000
	(additional fund balance from prior year)		
(E)	***Utility Administration - #1340***		
	-Increase Buildings	6,000,000	
	(construction of new maintenance building at the RO Plant for the D & C Division		
	-Decrease Undesignated Reserve	(6,000,000)	
(F)	***Interfund Transfer***		
	-Increase Interfund transfer to Utility Water and Sewer Connection Fund #439	1,000,000	
	(431 expense was not budget in 16-17 adopted budget,439 was approved and adopted)		
	-Increase Fund Balance/Cash Carryforward		1,000,000
	(additional fund balance from prior year)		
(G)	***Emergency Management and Disaster Relief***		
	-Increase Salaries, Benefits and Operating	485,930	
	(personnel and operating cost related to Hurricane Matthew)		
	-Decrease Undesignated Reserve	(485,930)	
	BUDGET AMENDMENT TOTAL - FUND #431:	$ 1,258,500	$ 1,258,500

CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #1
FY 2016-17

******UTILITIES WATER AND SEWER REPLACEMENT FUND #438******

(A)	***Westport Wastewater Plant #3512***		
	-Increase Improvements other than Buildings	$ 30,000	
	(slide gates for rehab at WP)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		$ 30,000
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #438:	$ 30,000	$ 30,000

******WATER AND SEWER CONNECTION FEES FUND #439*******

(A)	***Emergency and Disaster Relief -#2500***		
	-Increase Salaries and Benefits	$ 15,323	
	(construction of Midway Road Line Relocation)		
	-Decrease Undesignated Reserve	(15,323)	
	BUDGET AMENDMENT TOTAL - FUND #439:	$ -	$ -

******UTILITIES 2006 BOND CIP FUND #445*******

(A)	***Midway Road Line Relocation #3316 & #3516***		
	-Increase Construction	$ 150,000	
	(construction of Midway Road Line Relocation)		
	-Increase Fund Balance/Cash Carryforward of prior year (15-16) budgeted expenditures		$ 150,000
	(additional fund balance from prior year)		
	BUDGET AMENDMENT TOTAL - FUND #445:	$ 150,000	$ 150,000

******Law Enforcement Trust Fund #603******

		Expenses	Revenues
(A)	***Law Enforcement Neighborhood Policing - #2130 Y1710***		
	-Increase Other Machinery and Equipment	$ 30,000	
	(overage on tactical robot)		
	-Decrease Undesignated Reserve	(176,263)	
	-Decrease Budgeted Cash Carryforward		(146,263)
	BUDGET AMENDMENT TOTAL - FUND #603:	$ (146,263)	$ (146,263)
	BUDGET AMENDMENT #1 GRAND TOTAL	$ 8,687,015	

CITY OF PORT ST. LUCIE
Un-Designated Reserve per Major Fund
Budget Amendment #1 Impact
FY 2016-17

1/12/2017

	General Operating #001	Road & Bridge Operating #104	Road & Bridge Capital #304	Crosstown CIP #314	Stormwater Utility #401	Building Dept. #110	Police Impact #109	Utility Operating #431	Utility Connections #439	Golf Course #421	Water & Sewer R & R #438
Adopted 2016-17 Budget (Budgeted Beginning Balance)	$27,252,934	$5,062,919	$3,908,114	$11,786,580	$7,865,117	$6,631,520	$513,723	$20,428,893	$10,901,105	$324,521	$3,938,636
Un-audited Results of 2015-16	$2,024,578	$803,643	$2,030,611	$13,934,691	$4,075,656	$2,410,911	$25,246	$1,898,771	($3,838,605)	$70,285	$3,123,864
Impact of Adopted Budget - 2016-17	(624,905)	(766,638)	(2,857,408)	(5,976,433)	(902,613)	33,048	197,000	537,628	231,766	31,076	(2,189,592)
Revised 2016-17 Actual Reserve (Projected Ending Balance before Amendments)	28,652,607	5,099,924	3,081,317	19,744,838	11,038,160	9,075,479	735,969	22,865,292	7,294,266	425,882	4,872,908
Add'l Use of Cash Carryforward and/or Contingency:											
BA #1 Use of Cash Carryforward	293,799	-	1,944,420	(2,472,008)	1,558,920	100,000	-	1,288,500	-	-	30,000
Use of Budgeted Contingency	3,031,703	87,704	-	-	181,881	47,822	380,100	6,485,930	15,323	13,642	
BA #2											
BA #3											
Current Un-Designated Reserve: (Projected Total Ending Balance after Amendments)	$ 25,327,105	$ 5,012,220	$ 1,136,897	$ 22,216,846	$ 9,297,359	$ 8,927,657	$ 355,869	$ 15,090,862	$ 7,278,943	$ 412,240	$ 4,842,908

Budget Amendment #1 – FY 2016-17

Office of Management & Budget
January 23, 2017

CityofPSL.com

Budget Amendment #1 – FY 2016-17

Amendment is a Net Increase: **$8,687,015**

New Budget Total: **$491,263,768**

Staffing Changes – 3.44 FTE increase

Budget Amendment Reasons

- Staffing Changes due to work demand
- Re-Budgeting of prior year projects
  - Timing delay – uses prior year funds
- Grants awarded – un-budgeted until known
- Emergency – Hurricane Matthew and other items
- Appropriate additional designated funds
- Budget corrections / updates

Budget Amendment Funding

- Each request is matched to a funding source
  - Additional Cash Carryforward (savings)
  - Un-Budgeted revenue (Grants)
  - Use of Budgeted Contingency Reserve

Staffing Requests

- Strategic Planner Position for City Manager Office
  - $59,636 cost, savings in debt transfer will fund request
- Police Dept. - Increase School Crossing Guard Supervisor position to full-time & drop one part-time guard.
  - Net decrease of .06 , no financial impact
- Procurement Management Dept. – upgrade part-time buyer to full-time
  - Increase 0.5 FTE, no financial impact (savings available)
- Building Dept. – add two positions for workload
  - $159,039 cost, higher revenues will fund request

Re-Budgeting from Prior Year

- Delayed Projects to be re-budgeted and funds carried forward
  - Examples:
    - Hydraulic Gate for Police Dept.
    - Maintenance Building for Utility Dept.
    - MIS fatpipe project

Grants

- Several Grants or Donations have been received
  - Such revenues are seldom forecast and budgeted in advance
  - Examples:
    - Police K9 funding
    - Police Staffing Software grant
    - Police tactical robot grant

Emergency – Hurricane Matthew and other Items

- Such items must be appropriated using additional funds
- Examples:
  - Vehicle lift repairs in city garage
  - Vehicle repairs due to accident
  - Hurricane Matthew costs

Designated Funds being Appropriated

- Funds designed for specific purpose - Road Projects
  - Savings from prior year or stronger projected revenue can be appropriated for additional projects
  - Example – California and University Blvd Roundabout and citywide sidewalk program

Budget Corrections / Updates

- Second half of budgeted fund transfer
  - Transfer from Utility Operating fund to Connection Fund

Questions and Request to Approve

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: January 23, 2017
and Quasi-Judicial Hearing on: February 13, 2017

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Ordinance: 17-08 City of PSL/Crosstown Parkway Janette Ave. – Small Scale Comprehensive Plan Amendment (P16-010)

Submittal Date: 1/9/2017

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

BACKGROUND: This amendment will change the future land use for 0.81 acres from RL (Low Density Residential) to OSR (Open Space Recreational). This parcel was created as part of the Crosstown Parkway Plat application, and as such it was never intended to be residential. This application is an important step to ensure that this parcel will be considered a part of the Crosstown Parkway linear park.

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 December 20, 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 with a vote of 5-1 recommended approval of this small scale comprehensive plan amendment on December 6, 2016 (Minutes are attached to the staff report).

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/23/2017 & 2/13/2017

LOCATION OF PROJECT: The southwest corner of Crosstown Parkway and Cameo Boulevard.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED

JAN 1 1 2017

CITY MANAGER'S OFFICE

ORDINANCE 17-08

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PSL/CROSSTOWN PARKWAY – JANETTE AVENUE (P16-010) TO CHANGE THE FUTURE LAND USE DESIGNATION FROM RL (LOW DENSITY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PARCEL LEGALLY DESCRIBED AS CROSSTOWN PARKWAY, PARCEL NO. 2, LOCATED ON THE SOUTHWEST CORNER OF CROSSTOWN PARKWAY AND CAMEO BOULEVARD; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie, owner of property legally defined as Crosstown Parkway, Parcel No. 2 located on the southwest corner of Crosstown Parkway and Cameo Boulevard (P16-010), has submitted an application for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 0.81 acres from the future land use designation of RL (Low Density Residential) to the future land use designation of OSR (Open Space Recreational); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, et seq., Florida

Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-010) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on January 23, 2017 to consider the proposed small scale amendment, advertising of the public hearing having been made; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-010) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 0.81 acres of land, Crosstown Parkway, Parcel No., located on the southwest corner of Crosstown Parkway and Cameo Boulevard, by changing the future land use designation from RL (Low Density Residential) to the future land use designation of OSR (Open Space Recreational).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have

passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of February, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

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B. P16-010 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this meeting. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-010 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-011, City of Port St. Lucie, Crosstown Parkway, Janette Avenue Rezoning Application. If there are no objections, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 0.81 acres from Low Density Residential to Open Space Recreational while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of Crosstown Parkway and Cameo Boulevard. It is approximately 0.81 acres in size and is currently vacant. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use is Low Density Residential and the requested land use designation is Open Space Recreational to allow for the development of a parking lot. The parking lot will be used by residents that want to access the recreational opportunities on the Crosstown Parkway linear park. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational, and the zoning from Single-Family residential to Open Space Recreational, is not expected to have any adverse impact on the surrounding area. As noted, the change is only to permit a parking lot that will be used to access the recreational opportunities that currently exist on the Crosstown Parkway. This parking lot will only be open from dusk to dawn, so no external lights will be included as part of this project. Even though the site is surrounded by residential zoning lots on three sides, the site will be landscaped to help buffer this site from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while the supporting goal and policies from the City's Comprehensive Plan for the Rezoning application are Goal 1.1 and Policy 1.1.1.13 that justify the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. The Public Works Department held two public meetings this year on this application, which I attended. Unfortunately, I don't have the dates, but they were earlier in the year."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "In technical jargon, what kind of road do we call Cashmere? Is that a feeder road or is that a major road?" Mr. Finizio responded, "It is an arterial. Excuse me, collector." Secretary Martin said, "I'm sorry, Cameo." Mr. Finizio stated, "It is a collector." Secretary Martin asked, "Which means in common terms? It collects cars from residential neighborhoods and puts them onto a major road." Mr. Finizio replied, "I believe so, yes." Secretary Martin commented, "Thank you." Mr. Finizio said, "The City is the agent, as well as the owner. Public Works is here, if you have any questions for them."

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Chair Kurek opened the Public Hearing.

MIKE HAMPSON said, "I live at 902 SW Janette Avenue. I have been sworn in. I went to a meeting six months ago or so. We had a meeting to announce this project. There was some question about where the entrance and exit was going to be for the parking lot. We have Turtle Run Park south on Cameo and we also have McChesney Park by the high school. I don't feel that this is necessary at this time, especially with the billion dollar debt that the City has. I think the money could be spent a lot better in another area. I don't think that people are going to drive to that parking lot and walk the Crosstown Parkway. They are going to walk around their own neighborhoods, as far as I can tell. I don't know if this is a done-deal and if you are just trying to humor the neighbors or what. Is this a done-deal? What would it take to scrap this project for the time being?" Chair Kurek responded, "At this point, we are just doing the zoning change." The Planning and Zoning Director said, "It is a Comp Plan Amendment and a Rezoning." Chair Kurek stated, "It means it gives us the ability to do it at some future date. It doesn't mean it is going to be done immediately." Mr. Hampson asked, "Why can't these projects be put out to a vote for the taxpayers to decide where they want their money to go?" The Planning and Zoning Director replied, "Generally speaking, we don't rule by referendum or votes. If the neighbors don't want it, this is your opportunity, through this Public Hearing, to voice your opinion. It will be carried forward to the City Council. I don't believe the intent is to make huge expenditures, but the City has seen a need for people that live right outside of the Crosstown to access it. We don't have any parking lots to allow them to do that." Mr. Hampson stated, "We don't have parking lots in this area, per se, except for McChesney Park, which has plenty of parking. There is a cul-de-sac right across the street from Cameo where people park and do their walking." The Planning and Zoning Director explained, "This would be designed so that it is ADA accessible, which is another issue that the City faces. I'm not sure how many spaces we are looking at on this particular site." Mr. Myrick commented, "I think it is 17." The Planning and Zoning Director said, "I think we reduced it, given the public input that we had. I will have Mr. Schwerdt check. It is not paved. The only paved, as far as I know, is the handicapped."

Mr. Schwerdt said, "I am with the Public Works Department and have been sworn in. It is plus or minus 20, and I believe the exact number 17 right now. As the plan is approached, it would be phased in. We would come in with about ten parking spaces in the first phase. If we notice that we need more, we would expand it to the 17 to 20 number. It is all going to be green infrastructure and stabilized grass. The only pavement or impervious area that will be put in place is for the driveway, handicapped spots, and a sidewalk to connect to the Crosstown Parkway lot. We have residents requesting areas to park, and we've had residents parking illegally in the bus stops on the Crosstown Parkway to exercise and use the recreational trails. With the future bridge, we are trying to make accommodations and this is to go along with it. That way, we have adequate parking spaces throughout the whole Crosstown Parkway." Mr. Hampson asked, "Could you address the entrance and exits?" Mr. Schwerdt replied, "We had one public information meeting about six months ago. We then had our consultant go through and redesign the Site Plan to accommodate some entrances. Originally, the entrance was going to be off of Janette Avenue. We have now since accommodated it, so that it will be coming off of Cameo. The Crosstown berm will be modified to go along the western property and the southern property line to make it a part of the Crosstown Parkway and not part of the residential neighborhood." Chair Kurek clarified, "So the only entrance and exit would be on Cameo." Mr. Hampson questioned, "Are you going to revise the berm?" Mr. Schwerdt answered, "Correct." Mr. Hampson said, "I live in the second house from the proposed grass parking lot. Getting to sleep at night is really a bear right now. The berm was put there to try and keep the noise down. I've lived there since 1981, so I think I deserve a little compensation with that. The noise on the Crosstown Parkway just doesn't go

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away, even with the berm set up there. It is a terrible idea, I'm sorry to say." Chair Kurek said, "Your comments are taken. Thank you very much." Mr. Hampson stated, "Scrap this thing, please."

WANDA RUSSELL said, "I live at 898 SW Janette Avenue and I have been sworn in. This is right in front of our property. Since we had the last meeting, there has only been one car parked there to go walking. I don't see the need. Thank you." Chair Kurek commented, "Thank you very much."

DELORES PETERMAN said, "I live at 858 SW Bellevue Avenue. It is right on the corner by the Crosstown and Cameo. I'm afraid of what is going to happen with the drug trafficking there. Will there be additional police to watch it? I've seen two drug deals on Bellevue, which is one street over from Janette. We couldn't get to a phone to call the police. It is a big deal up there, especially with the high school. They are the ones that were doing the drug dealing." Chair Kurek commented, "I see, thank you. You were sworn in." Ms. Peterman remarked, "Yes." Mr. Hampson said, "I would like to know what it would take to have the taxpayers put this to a vote with the other three on the Crosstown." The Planning and Zoning Director stated, "There are only two projects on the Crosstown. I think the third one has been removed or is it still on the pipeline?" Mr. Schwerdt responded, "The third one is included with the bridge." The Planning and Zoning Director said, "Yeah, so that is a different story. It will be done as a part of the Crosstown. I would recommend attending the City Council meeting, which will be on January 23, 2017, for the Public Hearing." Mr. Hampson said, "I would like all of you to consider, if you lived on that street right by the proposed area and had to listen to all of that noise, if you had lived there for 30 something years. Thank you."

Ms. Peterman stated, "They told us they wanted that parking lot to keep people from parking on the Crosstown Parkway. The only people I have ever seen park on the Crosstown Parkway were crossing guards. I have never seen any other cars parked there. I'm concerned about that, too. I don't see a need for it. Thanks."

DEAN AROSOLINO said, "I live right across the street from the proposed parking lot at 898 Janette Avenue. I walk and jog on the Crosstown sometimes and it is a very dangerous highway. It is very dirty and when it gets finished, it is going to be very dangerous. There is hardly anybody else that walks, takes their dog, or runs on that highway. If anybody wants to park, they have soccer fields right across the street on the Crosstown where the school is. Anybody that wants to park in it, it is always empty. There are never more than two or three people out on that street. It is a very dangerous road and when the Crosstown gets finished, it is going to be twice as dangerous."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin inquired, "Is there any restriction to keep this from being a parking lot for commuter traffic and park and ride?" Mr. Finizio responded, "I would think the size would limit the use, because it is less than an acre." Secretary Martin commented, "Seventeen to 20 spaces." Mr. Finizio said, "That is the maximum and it is going to be phased. If and when it is built, there would only be ten parking spaces at first and expanding later on. Park and rides require a lot more parking spaces than that and this is not the site for that." Secretary Martin clarified, "So there are no time limitations. Somebody could pull in at 3:00 a.m., if they are parking and riding." The Planning and Zoning Director stated, "It is dawn to dusk." Mr. Finizio pointed out, "No Site Plan has been, officially, submitted yet. This is just to rezone the property." Secretary Martin said, "I know there has been a need for years for park and ride locations." Mr. Finizio stated, "There has been and they are talking about one down off of Gatlin Boulevard. This is too small for a park and

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ride." Secretary Martin said, "I understand. How many park and ride spots are on Bayshore?" Mr. Finizio responded, "One, I think." Secretary Martin said, "One location. How many cars approximately?" Mr. Finizio responded, "Oh, I don't know. I never went there." The Planning and Zoning Director said, "I'd say there is over 40. I can come back with that, as I don't know it off the top of my head." Secretary Martin said, "For the citizens that are concerned, if this turns into a park and ride, I could see where they might have some serious complaints. If it is just for people that are parking and pushing a baby carriage or walking their dog . . ." Mr. Finizio said, "That is the intent." Secretary Martin asked, "Is there any way that the Code can restrict park and ride situations?" Mr. Finizio replied, "It is not big enough for a park and ride." Secretary Martin said, "I only drive one car at a time, so if I wanted to park and ride, I guess there is no restriction, other than dusk to dawn." Mr. Finizio said, "When you talk about park and ride, you are talking about a location large enough to accommodate busses that are picking up people."

The Planning and Zoning Director said, "It won't be marketed as such and I don't believe that is what would happen here, given the fact it isn't really that easily located to the interchange. If we had those problems, then we could deal with them. First, we have to change the land use and zoning before we can put anything on it. I don't see that either." Secretary Martin commented, "Thank you."

Ms. Skurka said, "The Crosstown Parkway is one of the only roads that is long enough and lighted that you can actually train for a marathon or meet friends and walk. For years, I'm one of the illegal parkers, so I look forward to having a parking lot that I can, legally, park my car in and get my training in. Thank you."

Mr. Harrison **moved** to recommend approval to the City Council of P16-010, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

C. P16-011 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – REZONING

Mr. Finizio inquired, "Do you want another presentation?" Chair Kurek responded, "Only if this is different." Mr. Finizio said, "It is not really different, no." The Planning and Zoning Director pointed out, "The one presentation was intended for both." The Planning and Zoning Attorney advised, "You can move the presentation into the record for this item." Mr. Finizio said, "I can move the presentation from P16-010 to P16-011." The Planning and Zoning Attorney said, "Request it from the Clerk." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the rezoning, based on the analysis and findings as noted in the staff reports. The City had two public meetings for these applications this past year. Thank you."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing. Secretary Martin said, "I would like to have the Clerk recognize the same comments that I had on the previous application." The Deputy City Clerk Supervisor responded in the affirmative. Ms. Skurka **moved** to recommend approval to the City Council of P16-011, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Rezoning. Ms. Beutel **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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D. P16-012 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-012 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-013, the City of Port St. Lucie, Crosstown Parkway, Empire Street Rezoning Application. If there is no objection, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 6.14 acres from Low Density Residential to Open Space Recreational, while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of the Crosstown Parkway and Empire Street. It is approximately 6.14 acres in size, and is currently being used as a water management tract for the Crosstown Parkway. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use designation is Low Density Residential and the requested land use designation is Open Space Recreational. The Comp Plan and Rezoning is not being done for a parking lot, because they may have on-street parking at this location, however, future plans do show a possible park with recreational amenities, which could include a walking trail and exercise equipment. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational is not expected to have any adverse impacts on the surrounding area. The parcel is located in a residential area of the City, and the OSR Land Use should not have any adverse effects on the existing residential development. The proposed land use change is only to permit future recreation amenities on the property that may not be permitted with the current land use. The on-street parking that is being proposed on Empire will not require any external lighting, but landscaping will be provided to ensure compliance with the City's Landscape Code to help buffer it from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while Goal 1.1 and Policy 1.1.1.13 provide justification for the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. There have been public meetings held this year on this application. Thank you very much."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "Where on this site would the recreation amenities you described be?" Mr. Finizio responded, "Possibly, a walking trail around the pond. They talked about putting in some exercise equipment and it is being discussed. There are no plans for any of these projects being submitted, so I can't say the exact locations. I believe the plans for the exercise equipment will be along the sidewalk area, because people using the Crosstown Parkway sidewalk might stop and use the exercise equipment." Secretary Martin said, "I know there is a real nice gazebo there. If this was ever intended to be converted to a parking lot, would it have to come back before the Planning and Zoning Board?" Mr. Finizio responded, "No, because there would be a Site Plan and it would go through the Site Plan Review Committee, but not the Planning and Zoning Board." Secretary Martin stated, "At least there would be Public Hearings, if somebody decided to fill in

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the body of water and create a park and ride with 200 cars." Mr. Finizio said, "We can't control what happens in the future and it could be a park and ride years from now, if that is what they wanted to do. They still have to meet the buffering requirements and access will be limited, because it is a limited access roadway. There are a lot of things that have to be ironed out first before they can do that." Secretary Martin asked, "Okay, but with Public Hearings?" Mr. Finizio replied, "It is not a Public Hearing item, but there is a member of this Planning and Zoning Board on the Site Plan Review Committee, who can make comments."

Secretary Martin inquired, "In the previous applications, I asked what type of road Cameo was. Bayshore is a much more significant roadway, correct?" Mr. Finizio responded, "It is an arterial, I believe." Secretary Martin said, "That is a very significant road. Do you have any idea what kind of traffic patterns are at that intersection?" Mr. Finizio responded, "I do not." Secretary Martin stated, "I can tell you there is at least 20,000, going north and south on Bayshore. Once the bridge is completed, it will increase significantly."

Mr. Myrick inquired, "Where would the access be for the parking?" Mr. Finizio responded, "They are not talking about putting a parking lot on the site. They are talking about on-street parking and it would be off of Empire. The only parking spaces will be on-street parking spaces along Empire, which is on the east side of the site." Chair Kurek asked, "Is the body of water part of our stormwater network?" Mr. Finizio replied, "Yes, it catches the run off from the Crosstown Parkway." Chair Kurek clarified, "The chances of this being filled in are slim to none." Mr. Finizio said, "They would have to make alternate arrangements, if they wanted to do that. Anything is possible, as we know." Chair Kurek stated, "They would have to dig out another hole somewhere." Mr. Finizio commented, "Yes." Chair Kurek said, "It would mean they would have to dig out some houses and it is not going to happen."

Chair Kurek opened the Public Hearing.

DAVID REED said, "I have my autistic son here, Andre. We live at 1599 SW Empire Street. Can we have a prototype of what they plan to put up, physically? I have 20 questions, which I'm not going to go through, because I haven't seen the details. I'm concerned about the safety of the walkers. We have a lot of walkers along Empire Street. I also train on Empire and the Crosstown. We have a lot of children in that area and are concerned about strangers parking there, pollution, unnecessary calls for the police, and drug use. I would like to see a detailed diagram of what it is actually going to entail, before I go into my details." Chair Kurek stated, "This part of the process is to change the Comprehensive Plan and next would be the zoning to allow anything else to happen on that site. The next step would be for a design of whatever would go on the site. It is probably always going to be water there and it cannot be something that would be built around it that would cause the water not to get there. It is limited at what you can do with the site. There are only so many things they can do. They are going to be very careful not to interfere with the neighborhood. It is always the goal of the City not to interfere."

The Planning and Zoning Director said, "I think it might be advantageous for Mr. Schwerdt to get with the gentleman and give him a card. They have tentative plans, but are not there yet in this process. He would be able to help you." Mr. Reed stated, "One of my main concerns is that where I live at 1599 Empire, which is the last house on the left that is on the corner of Carter Street, is that I can sit in my driveway and allow my son to ride his bicycle to the park. We also fish over there. If there is any form of development there that has a car parking lot, it is going to endanger my child." Mr. Schwerdt said, "Staff and the consultant are here. We can show you the Comprehensive Plan, right now, that we are looking into. I can't say, right now, that the parking will be parallel to Empire Street. Adjacent to it, we are providing a sidewalk for safe access from

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Fairview Avenue up to the Crosstown Parkway." Mr. Reed asked, "How many parking spaces are we talking about? That is a big area." Mr. Schwerdt replied, "Ten spaces, total. We will have one handicapped and, approximately, nine other parking spaces. After this meeting, we can meet and discuss it, if you'd like." Mr. Reed said, "I'm concerned about the procedure on how decisions are made in that you guys put something to a vote and Secretary Martin is the only one that objected. He was avoided completely, so does that mean it just goes straight ahead without . . ." Chair Kurek explained, "The next meeting will be the City Council, who is the next body of government that will review this proposal. We are just recommending it to the City Council. There will be another Public Hearing, at that point, where they will make a determination whether to take our recommendation, whatever it is. It is still majority rules. If there are four votes in favor of it, it goes onto the City Council for the final approval." Mr. Reed said, "Okay. Thank you." The Planning and Zoning Director said, "Mr. Finizio, I would get his contact information, so we can inform him of the City Council meeting." Mr. Finizio responded in the affirmative.

VINCENT GUIDO inquired, "I live at 1581 SW Bayshore Boulevard. Along with what Secretary Martin was bringing up, since this is going to be on-street parking, are there going to be any limitations on time, since this is not a parking lot and is just public roadway parking? Can cars park there for 24 hours at a time? How are you going to enforce it?" The Planning and Zoning Director responded, "We have to get through the land use and zoning. The land use is going from low density to Open Space and is probably not a bad decision, regardless of what we do in the future. It is a pond that is, currently, used for recreation and people can sit on the benches that surround the lake. The next step would be the potential development or lack thereof. At this point in the process, we are not there yet." Mr. Guido stated, "If you just make it on-street parking, presently, there are no limitations, right?" The Planning and Zoning Director responded, "I understand that you are concerned about the on-street parking. We aren't putting on-street parking in now. The two items before the Board are related to the future land use and the zoning. The next step would be the Site Plan, and that is where we need another public input meeting to show everybody what we are doing again. That would be the next step and, at this point, no, we don't know how we would control it, but Mr. Schwerdt can answer that." Mr. Guido questioned, "The parking lot is not part of this so far? The parking is not included in what you are doing right now?" The Planning and Zoning Director answered, "Right." Mr. Schwerdt said, "The parking will have signs that indicate from dusk to dawn. If you look at Macedo from Thornhill to Prima Vista, we have adjacent on-street parking. It also has signs, from dusk to dawn, and is patrolled." Mr. Guido remarked, "Thank you very much." Mr. Sanders inquired, "Currently, the on-street parking would be in the right-of-way and wouldn't require a land use change any way, right?" The Planning and Zoning Director responded, "That is true. That is correct." Mr. Sanders commented, "Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "For 13 years, I have lived one block away from this and was thrilled when they started knocking houses down on West Virginia. It took many, many years for the Crosstown to be completed. When it was, it was worth the wait. I used to walk my dog and he would pull me on a skateboard. I sat and read books at the park bench. I love the area. The City has gone through an exhaustive effort to provide a neighborhood identity, and I like the idea of this neighborhood enjoying this amenity. This gentleman and his son, obviously, enjoy that body of water. It is something that I think if they brought their friends and family from out of town or out of state to their neighborhood, they would brag about it and be thrilled. They would bring their friends and relatives to this amenity. It is great that people can come and enjoy it as well. There is already a very limited amount of places for people to pull off on the Crosstown Parkway to utilize this particular amenity. I have the same concern. I'm not being skeptical about the City, but I am being

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skeptical about the City; if this turns into a parking lot, the 6.8 acres, and you have 100-plus parking spaces in the future without any Public Hearings . . ." The Planning and Zoning Director interjected, "Can I address it, Secretary Martin?" Secretary Martin commented, "Sure."

The Planning and Zoning Director said, "There are no places to pull off on the Crosstown and park. There are bus spots and that is where some of the school crossing guards park. Legally, there is no place for somebody to do that. We aren't looking to fill in the lake. Granted, we don't know what is going to happen in 50 or 100 years, but the stormwater requirements are only going to increase and not decrease in the future. To say that is going to happen, I just don't see it. As Mr. Sanders mentioned, you can park on the side of the street without doing any of this. The land use is to go to Open Space Recreation. The citizens of Port St. Lucie paid for that lake, all of us, as a result of the bond issue for that road improvement. All we are saying, and we are saying it about the Crosstown Parkway, is let's all enjoy it. Right now, all of us can't enjoy it. I'm not trying to make life harder for any resident, as that is not our intent. There are people that would like to enjoy that facility and it is a parkway. It is a beautiful road in the City of Port St. Lucie that most of us can't enjoy, because we have to park far away or we can't park at all. We are talking a minimum of 35 to 40 spaces, collectively, on these two parcels. If we do a road improvement on Empire, obviously, we will work with the adjacent residential homeowners. We don't need any special permission to do that, as it is all road right-of-way. We would like to, if we have the resources, eventually look at a recreation amenity on this site that all of us can enjoy; a walking trail around the lake, which is a nice thing to have. We have several that have it, and maybe some exercise spots, the outdoor exercise stations. It is something that they were looking at and that is all this is. It is not deceptive and we are not trying to ruin anyone's life. We are just trying to make an existing public facility that has been paid for by the taxpayers available to everyone."

Secretary Martin said, "I have a healthy respect for what these people have in their own backyard. There are people that could pull in on Empire that live in the Rosser area. I understand that, technically, it is not the correct time to talk about my concerns and the Comprehensive Plan Amendment and maybe it would be more appropriate in the Rezoning. I don't have any reservations about expressing my opinion and I appreciate yours."

Chair Kurek said, "Mr. Reed, the Public Hearing is closed, sorry. If you want more information, you can talk to the engineer or Ms. Tobin after the meeting. The Public Hearing is over." Mr. Reed asked, "I'd like to address something, please?" Chair Kurek replied, "No, you may not. I'm sorry."

Mr. Sanders stated, "Anytime the City has built a roadway or a sidewalk, it becomes a really big attractor. If you remember the tragedy that occurred over off of Green River Parkway, where people had to walk great distances to get to that attractor and got hit by an impaired driver. Part of what the City is trying to do is to provide good recreational spaces, so people can get to them. I applaud the City for what they are trying to do. It is really what we need to do to make those spaces open to people that live further away and not those that just live right next to the Crosstown Parkway."

Mr. Harrison **moved** to recommend approval to the City Council of P16-012, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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E. P16-013 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET - REZONING

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-013 is a Rezoning application. Since it is the same presentation as the previous item, I would like recommend the presentation for P16-012 be used for this item as well. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed rezoning application, based on the analysis and findings as noted in the staff report. There have been two Public Hearings held for these applications in this past year."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "I probably was a little, technically, incorrect. My comments on P16-012, I'd like to be reflected in P16-013." Mr. Harrison **moved** to recommend approval to the City Council of P16-013, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Rezoning. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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

TO: **PLANNING & ZONING BOARD - MEETING OF DECEMBER 6, 2016**

FROM: **JOHN FINIZIO, PLANNER**

RE: **CITY OF PSL/CROSSTOWN PKWY – JANETTE AVENUE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT PROJECT NO. P16-010**

DATE: **NOVEMBER 22, 2016**

PROPOSED PROJECT: To amend the future land use for 0.81 acres from RL (Low Density Residential) to OSR (Open Space Recreational) to allow for the development of a parking lot. The parking lot can be used by residents who want to access the recreation opportunities on the Crosstown Parkway linear park.

APPLICANT/OWNER: City of Port St. Lucie.

LOCATION: The southwest corner of Crosstown Parkway and Cameo Boulevard.

LEGAL DESCRIPTION: Crosstown Parkway, Parcel No. 2.

SIZE: Approximately 0.81 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	U	I	Crosstown Parkway
S	OSR & RL	OSR & RS-2	Vacant land & Existing Single Family homes
E	RL	RS-2	Vacant lots
W	RL	RS-2	Vacant lots

EXISTING LAND USE DESIGNATION: RL (Low Density Residential).

REQUESTED LAND USE DESIGNATION: OSR (Open Space Recreational).

IMPACTS AND FINDINGS:

Sewer/Water Service: Port St. Lucie Utility Systems Department will provide water and sewer service to this development. A comparison of the potable water and wastewater demand for the existing land use is as follows:

Water Calculations for proposed future land use (RL)					
Land Use	Dwelling Units (du)	Potable Water Rate (gpd/1000 sf)	Projected Water (gpd)	Wastewater Rate (gpd/1,000 sf)	Projected Wastewater (gpd)
RL	3	115	804	97.75	683

This project is to ultimately construct a parking facility for residents wanting to access the recreational opportunities along Crosstown Parkway linear park. At this time, there is no utility usage planned for this facility. A site plan for this parking area has not been submitted yet. However, the OSR Land Use does allow for a maximum 30% building coverage for parks and other such uses. So, if future development does include utility usage, demand will be as follows:

Water Calculations for proposed future land use (OSR)					
Land Use	Area (sf)	Potable Water Rate (gpd/1000 sf)	Projected Water (gpd)	Wastewater Rate (gpd/1,000 sf)	Projected Wastewater (gpd)
OSR	10,585	120*	1,270	102	1,080

*Water rates for parks are not identified in the City's Concurrency Management System, so this calculation utilizes the water rates for office/school which is greatly overstating the potential water usage if this site is developed.

With the introduction of a park component, there could be a slight increase in the water demand for this land use amendment. At maximum capacity, the proposed land use will have a water demand of 1,270 gpd, with a total wastewater generation of 1,080 gpd, which is an increase over the existing residential land use.

Land Use	Water (gpd)	Wastewater (gpd)
Existing	804	683
Proposed	1,270	1,080
Difference	466	397

Please note, the initial project will not have any utilities in place. This projected usage will only be relevant if the site is redeveloped to its maximum allowable density, which at this stage is unlikely to occur. If developed, this proposed comprehensive plan

amendment will result in an increase in water and wastewater demand. Both potable water distribution and sanitary sewer collection systems are available to this property.

Transportation: The approximate number of vehicle trip ends for this property will be approximately 11 a.m. peak hour trips, and 3 p.m. peak hour trips (ITE, Land Use Code 210 (Single Family Detached Housing)). The approximate number of vehicle trip ends projected to be generated from the proposed future land use change is approximately 2 (ITE, Land Use Code 411 (City Park). Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition."

Traffic Analysis for proposed land use (RL)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
210	Single Family	3 du	T=0.7(X) +9.74	**12**	Ln(T)=0.90Ln(X) + 0.51	**4**
Total				**12**		**4**

Traffic Analysis for proposed land use (OSR)				
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**Weekday Trips**
411	City Park	0.81	Average Rate = 1.59	**2**
Total				**2**

*The ITE Trip Generation Manual does not provide a fitted equation for this use. Number of trips for city parks is dependent on the overall acreage. For weekday trips the average rate is 1.59, however the trip generation rate on Sundays is 16. No a.m. or p.m. peak hour calculations are provided. It is anticipated that the average number of trips for this facility will be between two and 16 daily.

As expected, changing the land use to OSR will see a decrease in peak hour trip ends. This represents a net decrease for both a.m. peak hour and p.m. peak hour trips onto the surrounding streets, in particular Cameo Boulevard and Crosstown Parkway. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

Parks/Open Space: Changing the future land use to OSR will prohibit residential development on this parcel, therefore, parkland would not be required for this project. This project is only providing a parking facility for residents utilizing the Crosstown Parkway for recreational purposes, but the site will have a perimeter landscape strip that will help buffer it from the surrounding residential uses.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: This site was part of the Crosstown Parkway expansion and plat, and as such the site has already been cleared, and does not contain any uplands or have any unique environmental features. As part of the site plan process, the site will be required to provide all required landscaping as outlined in the City's Landscape Code (Chapter 154).

Flood Zone: This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 10 which is located at 777 SW Dalton Circle. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This proposed Comprehensive Plan Amendment does not result in any change in the Fire District's previous service commitments to this project and are not expected to be adversely impacted.

Compatibility Analysis: Changing the land use from RL (Low Density Residential) to OSR (Open Space Recreational) is not expected to have any adverse impact on the surrounding area. As noted, this change is only to permit a parking lot that will be used to access the recreational opportunities that currently exist on the Crosstown Parkway. This parking lot will only be open from dusk to dawn, so no external lighting will be included as part of this project. And even though the site is surrounded by residential zoning on three sides, the site will be landscaped to help buffer this site from the surrounding residential uses.

Justification/Mitigation: There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan which help justify this development. Objective 1.1.4, policy 1.1.4.6 (a), and objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment. Objective 1.1.4 which directs future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. Policy 1.1.4.6 (a) ensures that the OSR Land Use is designated for existing or future parks. Objective 1.1.7.1 permits the City to initiate and utilize planning and development controls to discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance.

STAFF RECOMMENDATION:

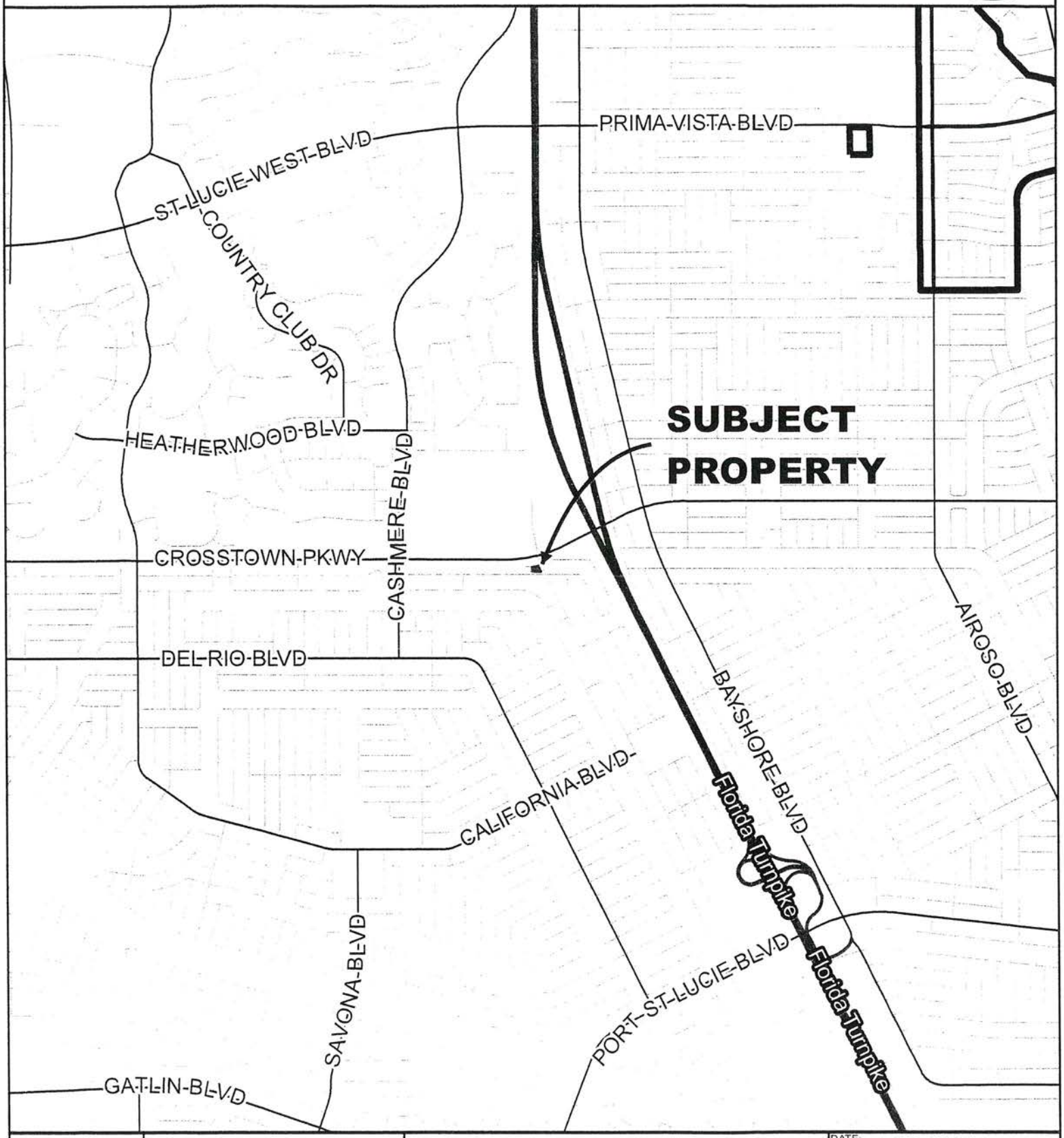
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

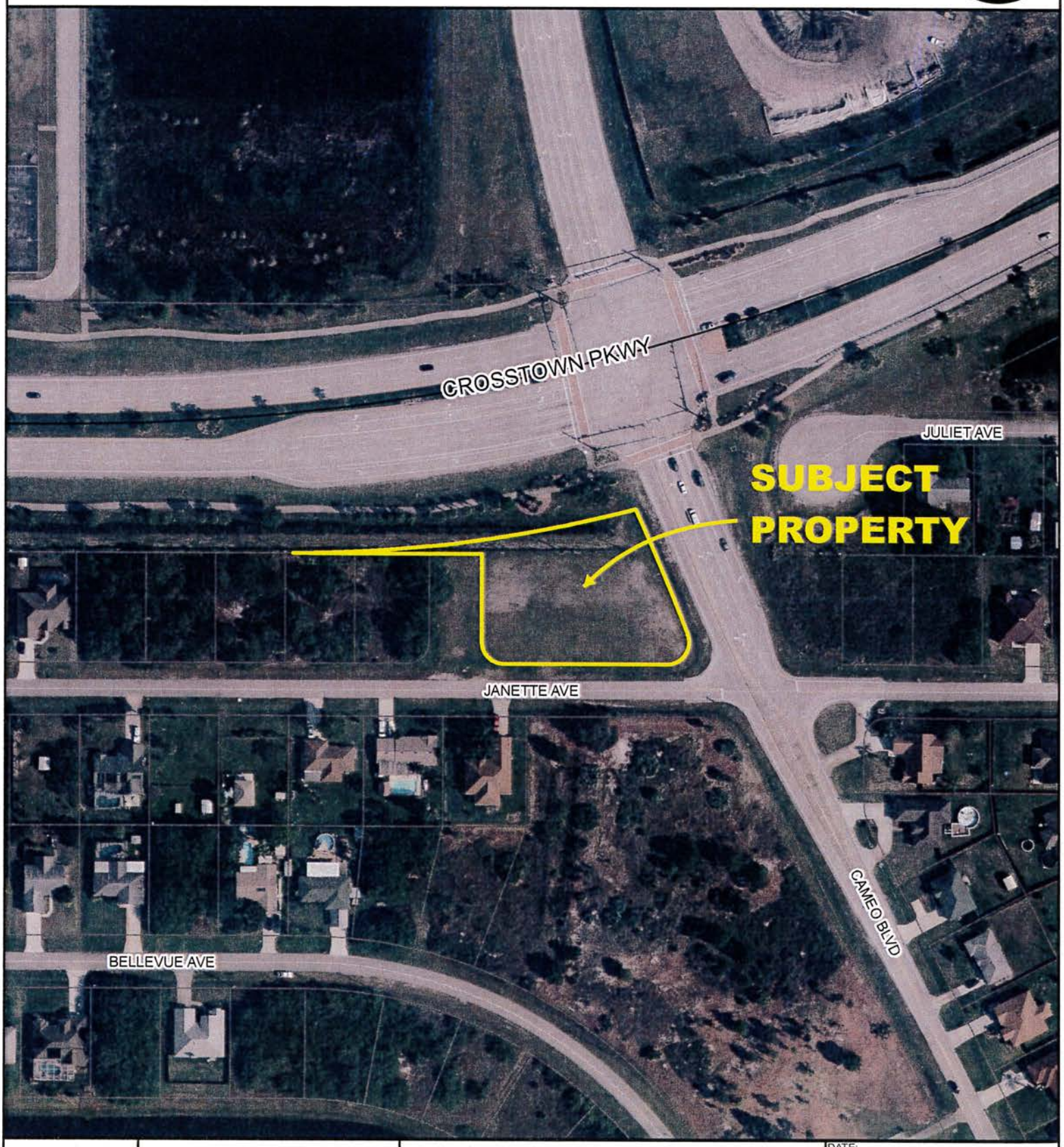
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



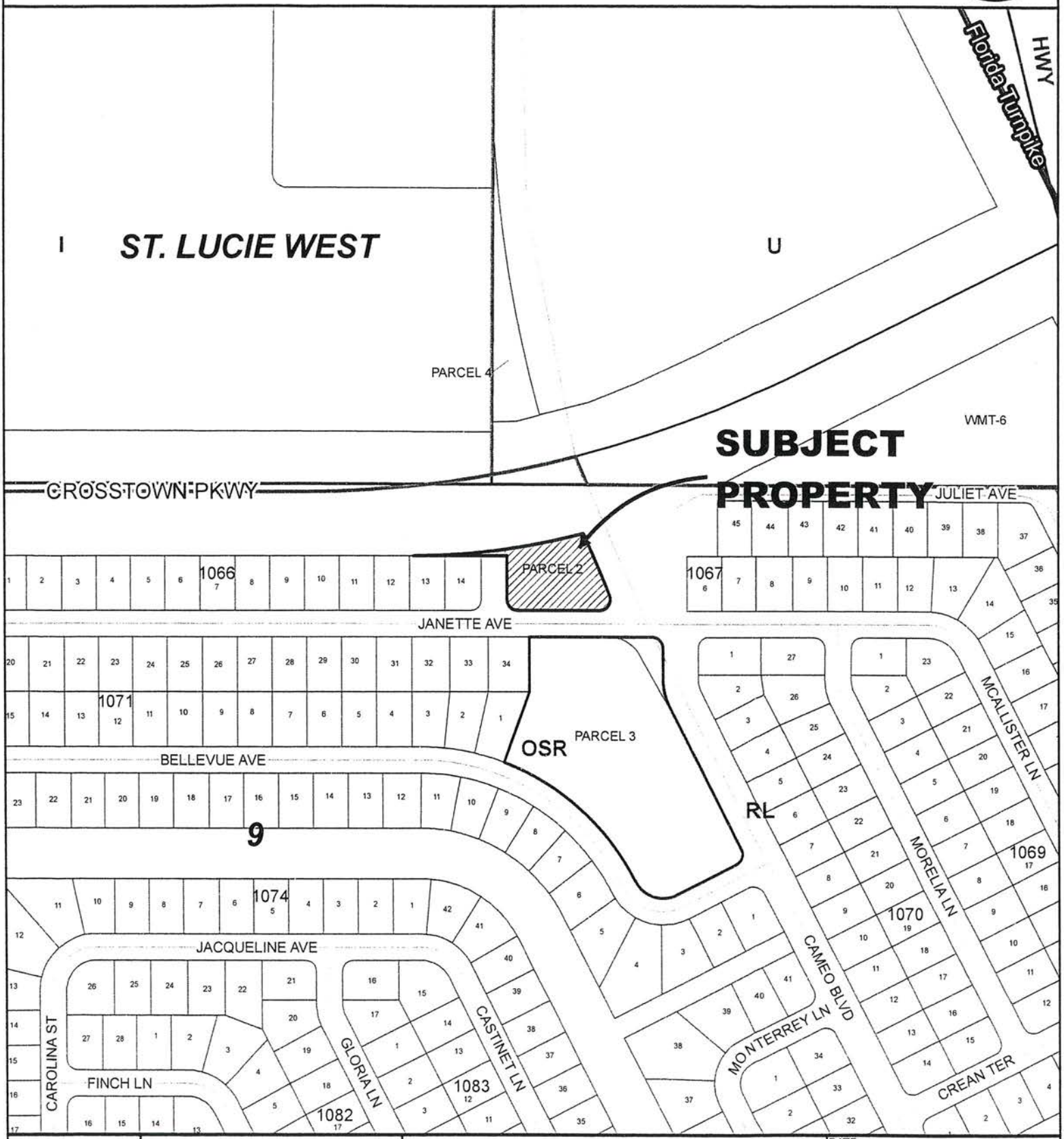
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING CROSSTOWN PARKING, PARCEL 2	DATE: 2/24/2016 APPLICATION NUMBER: P16-010 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



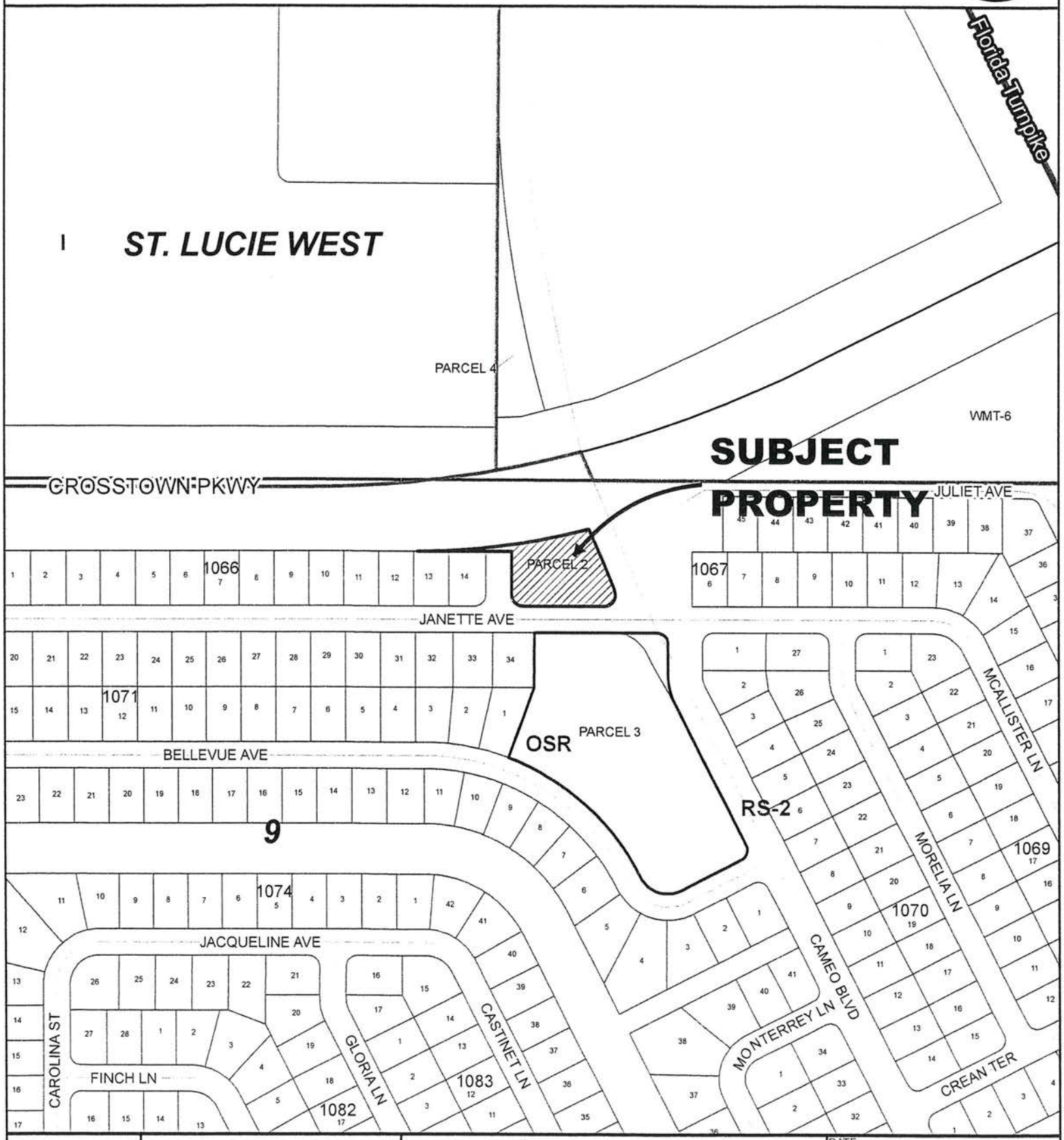
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING CROSSTOWN PARKING, PARCEL 2 AERIAL DATE 2014	DATE: 2/24/2016 APPLICATION NUMBER: P16-010 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING CROSSTOWN PARKING, PARCEL 2	DATE: 2/24/2016 APPLICATION NUMBER: P16-010 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING CROSSTOWN PARKING, PARCEL 2	DATE: 2/24/2016 APPLICATION NUMBER: P16-010 USER: patricias SCALE: 1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept _____
Fee (Nonrefundable)$_____
Receipt # _____

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: jfinizio@cityofpsl.com

PROPERTY OWNER

Name: City of Port St. Lucie
Address: 121 SW Port St. Lucie Blvd

Telephone No.: (772) 871-5163 Fax No.: _____

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: _____
Address: _____

Telephone No.: _____ Fax No.: _____

AGENT OF OWNER (if any)

Name: _____
Address: _____

Telephone No.: _____ Fax No.: _____

PROPERTY INFORMATION

Boundary Description (attach map) Crosstown Parkway Parcel 2
Property Tax I.D. Number 3335-601-0013-0007
Current Land Use RL (Low Density Residential) Proposed Land Use OSR (Open Space Recreational
Current Zoning RS-2 (Single Family Residential) Acreage of Property 0.81acres

Reason for Comprehensive Plan Amendment:
The Public Works Department, moving forward to address issues outlined in the City's Strategic Plan, will be constructing a parking facility at this location. The proposed comprehensive plan will be amend the future land use to permit a OSR zoning designation for this property.

Jeff Bremer — JEFF BREMER — _____
*Signature of Owner — Hand Print Name — Date

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

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

Prepared by the City of Port St. Lucie
P&Z Department

February 5, 2016

0.02 0.01 0 0.02 0.04 0.06 0.08
Miles

N

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: January 23, 2017
and Quasi-Judicial Hearing on:
February 13, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-09 City of PSL/Crosstown Parkway Janette Ave. – Rezoning Application (P16-011)
Submittal Date:	1/9/2017

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

BACKGROUND: The City is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application (P16-010). The rezoning is being submitted so the property will be compatible with the proposed future land use. This parcel was created as part of the Crosstown Parkway Plat application, and as such it was never intended to be residential. This application is an important step to ensure that this parcel will be considered a part of the Crosstown Parkway linear park.

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 December 20, 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 with a vote of 5-1 recommended approval of this rezoning application on December 6, 2016 (Minutes are attached to the staff report).

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/23/2017 & 2/13/2017

LOCATION OF PROJECT: The southwest corner of Crosstown Parkway and Cameo Boulevard.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
JAN 1 1 2017
CITY MANAGER'S OFFICE

COUNCIL ITEM 10C
DATE 1/23/17

ORDINANCE 17-09

AN ORDINANCE TO REZONE 0.81 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF CROSSTOWN PARKWAY AND CAMEO BOULEVARD FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PROJECT KNOWN AS CITY OF PSL/CROSSTOWN PARKWAY JANETTE AVENUE, P16-011; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, seeks to rezone approximately 0.81 acres of property located on the southwest corner of Crosstown Parkway and Cameo Boulevard within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to OSR (Open Space Recreational); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on December 6, 2016 to consider the rezoning application (P16-011), 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 January 23, 2017 to consider the rezoning application (P16-011), advertising of the public hearing having been made.

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

Section 1: That the property described as Crosstown Parkway, Parcel 2 Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to OSR (Open Space Recreational).

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

ORDINANCE 17-09

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of February, 2017.

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

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B. P16-010 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this meeting. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-010 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-011, City of Port St. Lucie, Crosstown Parkway, Janette Avenue Rezoning Application. If there are no objections, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 0.81 acres from Low Density Residential to Open Space Recreational while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of Crosstown Parkway and Cameo Boulevard. It is approximately 0.81 acres in size and is currently vacant. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use is Low Density Residential and the requested land use designation is Open Space Recreational to allow for the development of a parking lot. The parking lot will be used by residents that want to access the recreational opportunities on the Crosstown Parkway linear park. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational, and the zoning from Single-Family residential to Open Space Recreational, is not expected to have any adverse impact on the surrounding area. As noted, the change is only to permit a parking lot that will be used to access the recreational opportunities that currently exist on the Crosstown Parkway. This parking lot will only be open from dusk to dawn, so no external lights will be included as part of this project. Even though the site is surrounded by residential zoning lots on three sides, the site will be landscaped to help buffer this site from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while the supporting goal and policies from the City's Comprehensive Plan for the Rezoning application are Goal 1.1 and Policy 1.1.1.13 that justify the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. The Public Works Department held two public meetings this year on this application, which I attended. Unfortunately, I don't have the dates, but they were earlier in the year."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "In technical jargon, what kind of road do we call Cashmere? Is that a feeder road or is that a major road?" Mr. Finizio responded, "It is an arterial. Excuse me, collector." Secretary Martin said, "I'm sorry, Cameo." Mr. Finizio stated, "It is a collector." Secretary Martin asked, "Which means in common terms? It collects cars from residential neighborhoods and puts them onto a major road." Mr. Finizio replied, "I believe so, yes." Secretary Martin commented, "Thank you." Mr. Finizio said, "The City is the agent, as well as the owner. Public Works is here, if you have any questions for them."

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Chair Kurek opened the Public Hearing.

MIKE HAMPSON said, "I live at 902 SW Janette Avenue. I have been sworn in. I went to a meeting six months ago or so. We had a meeting to announce this project. There was some question about where the entrance and exit was going to be for the parking lot. We have Turtle Run Park south on Cameo and we also have McChesney Park by the high school. I don't feel that this is necessary at this time, especially with the billion dollar debt that the City has. I think the money could be spent a lot better in another area. I don't think that people are going to drive to that parking lot and walk the Crosstown Parkway. They are going to walk around their own neighborhoods, as far as I can tell. I don't know if this is a done-deal and if you are just trying to humor the neighbors or what. Is this a done-deal? What would it take to scrap this project for the time being?" Chair Kurek responded, "At this point, we are just doing the zoning change." The Planning and Zoning Director said, "It is a Comp Plan Amendment and a Rezoning." Chair Kurek stated, "It means it gives us the ability to do it at some future date. It doesn't mean it is going to be done immediately." Mr. Hampson asked, "Why can't these projects be put out to a vote for the taxpayers to decide where they want their money to go?" The Planning and Zoning Director replied, "Generally speaking, we don't rule by referendum or votes. If the neighbors don't want it, this is your opportunity, through this Public Hearing, to voice your opinion. It will be carried forward to the City Council. I don't believe the intent is to make huge expenditures, but the City has seen a need for people that live right outside of the Crosstown to access it. We don't have any parking lots to allow them to do that." Mr. Hampson stated, "We don't have parking lots in this area, per se, except for McChesney Park, which has plenty of parking. There is a cul-de-sac right across the street from Cameo where people park and do their walking." The Planning and Zoning Director explained, "This would be designed so that it is ADA accessible, which is another issue that the City faces. I'm not sure how many spaces we are looking at on this particular site." Mr. Myrick commented, "I think it is 17." The Planning and Zoning Director said, "I think we reduced it, given the public input that we had. I will have Mr. Schwerdt check. It is not paved. The only paved, as far as I know, is the handicapped."

Mr. Schwerdt said, "I am with the Public Works Department and have been sworn in. It is plus or minus 20, and I believe the exact number 17 right now. As the plan is approached, it would be phased in. We would come in with about ten parking spaces in the first phase. If we notice that we need more, we would expand it to the 17 to 20 number. It is all going to be green infrastructure and stabilized grass. The only pavement or impervious area that will be put in place is for the driveway, handicapped spots, and a sidewalk to connect to the Crosstown Parkway lot. We have residents requesting areas to park, and we've had residents parking illegally in the bus stops on the Crosstown Parkway to exercise and use the recreational trails. With the future bridge, we are trying to make accommodations and this is to go along with it. That way, we have adequate parking spaces throughout the whole Crosstown Parkway." Mr. Hampson asked, "Could you address the entrance and exits?" Mr. Schwerdt replied, "We had one public information meeting about six months ago. We then had our consultant go through and redesign the Site Plan to accommodate some entrances. Originally, the entrance was going to be off of Janette Avenue. We have now since accommodated it, so that it will be coming off of Cameo. The Crosstown berm will be modified to go along the western property and the southern property line to make it a part of the Crosstown Parkway and not part of the residential neighborhood." Chair Kurek clarified, "So the only entrance and exit would be on Cameo." Mr. Hampson questioned, "Are you going to revise the berm?" Mr. Schwerdt answered, "Correct." Mr. Hampson said, "I live in the second house from the proposed grass parking lot. Getting to sleep at night is really a bear right now. The berm was put there to try and keep the noise down. I've lived there since 1981, so I think I deserve a little compensation with that. The noise on the Crosstown Parkway just doesn't go

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away, even with the berm set up there. It is a terrible idea, I'm sorry to say." Chair Kurek said, "Your comments are taken. Thank you very much." Mr. Hampson stated, "Scrap this thing, please."

WANDA RUSSELL said, "I live at 898 SW Janette Avenue and I have been sworn in. This is right in front of our property. Since we had the last meeting, there has only been one car parked there to go walking. I don't see the need. Thank you." Chair Kurek commented, "Thank you very much."

DELORES PETERMAN said, "I live at 858 SW Bellevue Avenue. It is right on the corner by the Crosstown and Cameo. I'm afraid of what is going to happen with the drug trafficking there. Will there be additional police to watch it? I've seen two drug deals on Bellevue, which is one street over from Janette. We couldn't get to a phone to call the police. It is a big deal up there, especially with the high school. They are the ones that were doing the drug dealing." Chair Kurek commented, "I see, thank you. You were sworn in." Ms. Peterman remarked, "Yes." Mr. Hampson said, "I would like to know what it would take to have the taxpayers put this to a vote with the other three on the Crosstown." The Planning and Zoning Director stated, "There are only two projects on the Crosstown. I think the third one has been removed or is it still on the pipeline?" Mr. Schwerdt responded, "The third one is included with the bridge." The Planning and Zoning Director said, "Yeah, so that is a different story. It will be done as a part of the Crosstown. I would recommend attending the City Council meeting, which will be on January 23, 2017, for the Public Hearing." Mr. Hampson said, "I would like all of you to consider, if you lived on that street right by the proposed area and had to listen to all of that noise, if you had lived there for 30 something years. Thank you."

Ms. Peterman stated, "They told us they wanted that parking lot to keep people from parking on the Crosstown Parkway. The only people I have ever seen park on the Crosstown Parkway were crossing guards. I have never seen any other cars parked there. I'm concerned about that, too. I don't see a need for it. Thanks."

DEAN AROSOLINO said, "I live right across the street from the proposed parking lot at 898 Janette Avenue. I walk and jog on the Crosstown sometimes and it is a very dangerous highway. It is very dirty and when it gets finished, it is going to be very dangerous. There is hardly anybody else that walks, takes their dog, or runs on that highway. If anybody wants to park, they have soccer fields right across the street on the Crosstown where the school is. Anybody that wants to park in it, it is always empty. There are never more than two or three people out on that street. It is a very dangerous road and when the Crosstown gets finished, it is going to be twice as dangerous."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin inquired, "Is there any restriction to keep this from being a parking lot for commuter traffic and park and ride?" Mr. Finizio responded, "I would think the size would limit the use, because it is less than an acre." Secretary Martin commented, "Seventeen to 20 spaces." Mr. Finizio said, "That is the maximum and it is going to be phased. If and when it is built, there would only be ten parking spaces at first and expanding later on. Park and rides require a lot more parking spaces than that and this is not the site for that." Secretary Martin clarified, "So there are no time limitations. Somebody could pull in at 3:00 a.m., if they are parking and riding." The Planning and Zoning Director stated, "It is dawn to dusk." Mr. Finizio pointed out, "No Site Plan has been, officially, submitted yet. This is just to rezone the property." Secretary Martin said, "I know there has been a need for years for park and ride locations." Mr. Finizio stated, "There has been and they are talking about one down off of Gatlin Boulevard. This is too small for a park and

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ride." Secretary Martin said, "I understand. How many park and ride spots are on Bayshore?" Mr. Finizio responded, "One, I think." Secretary Martin said, "One location. How many cars approximately?" Mr. Finizio responded, "Oh, I don't know. I never went there." The Planning and Zoning Director said, "I'd say there is over 40. I can come back with that, as I don't know it off the top of my head." Secretary Martin said, "For the citizens that are concerned, if this turns into a park and ride, I could see where they might have some serious complaints. If it is just for people that are parking and pushing a baby carriage or walking their dog . . ." Mr. Finizio said, "That is the intent." Secretary Martin asked, "Is there any way that the Code can restrict park and ride situations?" Mr. Finizio replied, "It is not big enough for a park and ride." Secretary Martin said, "I only drive one car at a time, so if I wanted to park and ride, I guess there is no restriction, other than dusk to dawn." Mr. Finizio said, "When you talk about park and ride, you are talking about a location large enough to accommodate busses that are picking up people."

The Planning and Zoning Director said, "It won't be marketed as such and I don't believe that is what would happen here, given the fact it isn't really that easily located to the interchange. If we had those problems, then we could deal with them. First, we have to change the land use and zoning before we can put anything on it. I don't see that either." Secretary Martin commented, "Thank you."

Ms. Skurka said, "The Crosstown Parkway is one of the only roads that is long enough and lighted that you can actually train for a marathon or meet friends and walk. For years, I'm one of the illegal parkers, so I look forward to having a parking lot that I can, legally, park my car in and get my training in. Thank you."

Mr. Harrison **moved** to recommend approval to the City Council of P16-010, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

C. P16-011 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – REZONING

Mr. Finizio inquired, "Do you want another presentation?" Chair Kurek responded, "Only if this is different." Mr. Finizio said, "It is not really different, no." The Planning and Zoning Director pointed out, "The one presentation was intended for both." The Planning and Zoning Attorney advised, "You can move the presentation into the record for this item." Mr. Finizio said, "I can move the presentation from P16-010 to P16-011." The Planning and Zoning Attorney said, "Request it from the Clerk." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the rezoning, based on the analysis and findings as noted in the staff reports. The City had two public meetings for these applications this past year. Thank you."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing. Secretary Martin said, "I would like to have the Clerk recognize the same comments that I had on the previous application." The Deputy City Clerk Supervisor responded in the affirmative. Ms. Skurka **moved** to recommend approval to the City Council of P16-011, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Rezoning. Ms. Beutel **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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D. P16-012 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-012 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-013, the City of Port St. Lucie, Crosstown Parkway, Empire Street Rezoning Application. If there is no objection, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 6.14 acres from Low Density Residential to Open Space Recreational, while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of the Crosstown Parkway and Empire Street. It is approximately 6.14 acres in size, and is currently being used as a water management tract for the Crosstown Parkway. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use designation is Low Density Residential and the requested land use designation is Open Space Recreational. The Comp Plan and Rezoning is not being done for a parking lot, because they may have on-street parking at this location, however, future plans do show a possible park with recreational amenities, which could include a walking trail and exercise equipment. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational is not expected to have any adverse impacts on the surrounding area. The parcel is located in a residential area of the City, and the OSR Land Use should not have any adverse effects on the existing residential development. The proposed land use change is only to permit future recreation amenities on the property that may not be permitted with the current land use. The on-street parking that is being proposed on Empire will not require any external lighting, but landscaping will be provided to ensure compliance with the City's Landscape Code to help buffer it from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while Goal 1.1 and Policy 1.1.1.13 provide justification for the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. There have been public meetings held this year on this application. Thank you very much."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "Where on this site would the recreation amenities you described be?" Mr. Finizio responded, "Possibly, a walking trail around the pond. They talked about putting in some exercise equipment and it is being discussed. There are no plans for any of these projects being submitted, so I can't say the exact locations. I believe the plans for the exercise equipment will be along the sidewalk area, because people using the Crosstown Parkway sidewalk might stop and use the exercise equipment." Secretary Martin said, "I know there is a real nice gazebo there. If this was ever intended to be converted to a parking lot, would it have to come back before the Planning and Zoning Board?" Mr. Finizio responded, "No, because there would be a Site Plan and it would go through the Site Plan Review Committee, but not the Planning and Zoning Board." Secretary Martin stated, "At least there would be Public Hearings, if somebody decided to fill in

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the body of water and create a park and ride with 200 cars." Mr. Finizio said, "We can't control what happens in the future and it could be a park and ride years from now, if that is what they wanted to do. They still have to meet the buffering requirements and access will be limited, because it is a limited access roadway. There are a lot of things that have to be ironed out first before they can do that." Secretary Martin asked, "Okay, but with Public Hearings?" Mr. Finizio replied, "It is not a Public Hearing item, but there is a member of this Planning and Zoning Board on the Site Plan Review Committee, who can make comments."

Secretary Martin inquired, "In the previous applications, I asked what type of road Cameo was. Bayshore is a much more significant roadway, correct?" Mr. Finizio responded, "It is an arterial, I believe." Secretary Martin said, "That is a very significant road. Do you have any idea what kind of traffic patterns are at that intersection?" Mr. Finizio responded, "I do not." Secretary Martin stated, "I can tell you there is at least 20,000, going north and south on Bayshore. Once the bridge is completed, it will increase significantly."

Mr. Myrick inquired, "Where would the access be for the parking?" Mr. Finizio responded, "They are not talking about putting a parking lot on the site. They are talking about on-street parking and it would be off of Empire. The only parking spaces will be on-street parking spaces along Empire, which is on the east side of the site." Chair Kurek asked, "Is the body of water part of our stormwater network?" Mr. Finizio replied, "Yes, it catches the run off from the Crosstown Parkway." Chair Kurek clarified, "The chances of this being filled in are slim to none." Mr. Finizio said, "They would have to make alternate arrangements, if they wanted to do that. Anything is possible, as we know." Chair Kurek stated, "They would have to dig out another hole somewhere." Mr. Finizio commented, "Yes." Chair Kurek said, "It would mean they would have to dig out some houses and it is not going to happen."

Chair Kurek opened the Public Hearing.

DAVID REED said, "I have my autistic son here, Andre. We live at 1599 SW Empire Street. Can we have a prototype of what they plan to put up, physically? I have 20 questions, which I'm not going to go through, because I haven't seen the details. I'm concerned about the safety of the walkers. We have a lot of walkers along Empire Street. I also train on Empire and the Crosstown. We have a lot of children in that area and are concerned about strangers parking there, pollution, unnecessary calls for the police, and drug use. I would like to see a detailed diagram of what it is actually going to entail, before I go into my details." Chair Kurek stated, "This part of the process is to change the Comprehensive Plan and next would be the zoning to allow anything else to happen on that site. The next step would be for a design of whatever would go on the site. It is probably always going to be water there and it cannot be something that would be built around it that would cause the water not to get there. It is limited at what you can do with the site. There are only so many things they can do. They are going to be very careful not to interfere with the neighborhood. It is always the goal of the City not to interfere."

The Planning and Zoning Director said, "I think it might be advantageous for Mr. Schwerdt to get with the gentleman and give him a card. They have tentative plans, but are not there yet in this process. He would be able to help you." Mr. Reed stated, "One of my main concerns is that where I live at 1599 Empire, which is the last house on the left that is on the corner of Carter Street, is that I can sit in my driveway and allow my son to ride his bicycle to the park. We also fish over there. If there is any form of development there that has a car parking lot, it is going to endanger my child." Mr. Schwerdt said, "Staff and the consultant are here. We can show you the Comprehensive Plan, right now, that we are looking into. I can't say, right now, that the parking will be parallel to Empire Street. Adjacent to it, we are providing a sidewalk for safe access from

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Fairview Avenue up to the Crosstown Parkway." Mr. Reed asked, "How many parking spaces are we talking about? That is a big area." Mr. Schwerdt replied, "Ten spaces, total. We will have one handicapped and, approximately, nine other parking spaces. After this meeting, we can meet and discuss it, if you'd like." Mr. Reed said, "I'm concerned about the procedure on how decisions are made in that you guys put something to a vote and Secretary Martin is the only one that objected. He was avoided completely, so does that mean it just goes straight ahead without . . ." Chair Kurek explained, "The next meeting will be the City Council, who is the next body of government that will review this proposal. We are just recommending it to the City Council. There will be another Public Hearing, at that point, where they will make a determination whether to take our recommendation, whatever it is. It is still majority rules. If there are four votes in favor of it, it goes onto the City Council for the final approval." Mr. Reed said, "Okay. Thank you." The Planning and Zoning Director said, "Mr. Finizio, I would get his contact information, so we can inform him of the City Council meeting." Mr. Finizio responded in the affirmative.

VINCENT GUIDO inquired, "I live at 1581 SW Bayshore Boulevard. Along with what Secretary Martin was bringing up, since this is going to be on-street parking, are there going to be any limitations on time, since this is not a parking lot and is just public roadway parking? Can cars park there for 24 hours at a time? How are you going to enforce it?" The Planning and Zoning Director responded, "We have to get through the land use and zoning. The land use is going from low density to Open Space and is probably not a bad decision, regardless of what we do in the future. It is a pond that is, currently, used for recreation and people can sit on the benches that surround the lake. The next step would be the potential development or lack thereof. At this point in the process, we are not there yet." Mr. Guido stated, "If you just make it on-street parking, presently, there are no limitations, right?" The Planning and Zoning Director responded, "I understand that you are concerned about the on-street parking. We aren't putting on-street parking in now. The two items before the Board are related to the future land use and the zoning. The next step would be the Site Plan, and that is where we need another public input meeting to show everybody what we are doing again. That would be the next step and, at this point, no, we don't know how we would control it, but Mr. Schwerdt can answer that." Mr. Guido questioned, "The parking lot is not part of this so far? The parking is not included in what you are doing right now?" The Planning and Zoning Director answered, "Right." Mr. Schwerdt said, "The parking will have signs that indicate from dusk to dawn. If you look at Macedo from Thornhill to Prima Vista, we have adjacent on-street parking. It also has signs, from dusk to dawn, and is patrolled." Mr. Guido remarked, "Thank you very much." Mr. Sanders inquired, "Currently, the on-street parking would be in the right-of-way and wouldn't require a land use change any way, right?" The Planning and Zoning Director responded, "That is true. That is correct." Mr. Sanders commented, "Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "For 13 years, I have lived one block away from this and was thrilled when they started knocking houses down on West Virginia. It took many, many years for the Crosstown to be completed. When it was, it was worth the wait. I used to walk my dog and he would pull me on a skateboard. I sat and read books at the park bench. I love the area. The City has gone through an exhaustive effort to provide a neighborhood identity, and I like the idea of this neighborhood enjoying this amenity. This gentleman and his son, obviously, enjoy that body of water. It is something that I think if they brought their friends and family from out of town or out of state to their neighborhood, they would brag about it and be thrilled. They would bring their friends and relatives to this amenity. It is great that people can come and enjoy it as well. There is already a very limited amount of places for people to pull off on the Crosstown Parkway to utilize this particular amenity. I have the same concern. I'm not being skeptical about the City, but I am being

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skeptical about the City; if this turns into a parking lot, the 6.8 acres, and you have 100-plus parking spaces in the future without any Public Hearings . . ." The Planning and Zoning Director interjected, "Can I address it, Secretary Martin?" Secretary Martin commented, "Sure."

The Planning and Zoning Director said, "There are no places to pull off on the Crosstown and park. There are bus spots and that is where some of the school crossing guards park. Legally, there is no place for somebody to do that. We aren't looking to fill in the lake. Granted, we don't know what is going to happen in 50 or 100 years, but the stormwater requirements are only going to increase and not decrease in the future. To say that is going to happen, I just don't see it. As Mr. Sanders mentioned, you can park on the side of the street without doing any of this. The land use is to go to Open Space Recreation. The citizens of Port St. Lucie paid for that lake, all of us, as a result of the bond issue for that road improvement. All we are saying, and we are saying it about the Crosstown Parkway, is let's all enjoy it. Right now, all of us can't enjoy it. I'm not trying to make life harder for any resident, as that is not our intent. There are people that would like to enjoy that facility and it is a parkway. It is a beautiful road in the City of Port St. Lucie that most of us can't enjoy, because we have to park far away or we can't park at all. We are talking a minimum of 35 to 40 spaces, collectively, on these two parcels. If we do a road improvement on Empire, obviously, we will work with the adjacent residential homeowners. We don't need any special permission to do that, as it is all road right-of-way. We would like to, if we have the resources, eventually look at a recreation amenity on this site that all of us can enjoy; a walking trail around the lake, which is a nice thing to have. We have several that have it, and maybe some exercise spots, the outdoor exercise stations. It is something that they were looking at and that is all this is. It is not deceptive and we are not trying to ruin anyone's life. We are just trying to make an existing public facility that has been paid for by the taxpayers available to everyone."

Secretary Martin said, "I have a healthy respect for what these people have in their own backyard. There are people that could pull in on Empire that live in the Rosser area. I understand that, technically, it is not the correct time to talk about my concerns and the Comprehensive Plan Amendment and maybe it would be more appropriate in the Rezoning. I don't have any reservations about expressing my opinion and I appreciate yours."

Chair Kurek said, "Mr. Reed, the Public Hearing is closed, sorry. If you want more information, you can talk to the engineer or Ms. Tobin after the meeting. The Public Hearing is over." Mr. Reed asked, "I'd like to address something, please?" Chair Kurek replied, "No, you may not. I'm sorry."

Mr. Sanders stated, "Anytime the City has built a roadway or a sidewalk, it becomes a really big attractor. If you remember the tragedy that occurred over off of Green River Parkway, where people had to walk great distances to get to that attractor and got hit by an impaired driver. Part of what the City is trying to do is to provide good recreational spaces, so people can get to them. I applaud the City for what they are trying to do. It is really what we need to do to make those spaces open to people that live further away and not those that just live right next to the Crosstown Parkway."

Mr. Harrison **moved** to recommend approval to the City Council of P16-012, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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E. P16-013 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET - REZONING

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-013 is a Rezoning application. Since it is the same presentation as the previous item, I would like recommend the presentation for P16-012 be used for this item as well. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed rezoning application, based on the analysis and findings as noted in the staff report. There have been two Public Hearings held for these applications in this past year."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "I probably was a little, technically, incorrect. My comments on P16-012, I'd like to be reflected in P16-013." Mr. Harrison **moved** to recommend approval to the City Council of P16-013, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Rezoning. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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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 DECEMBER 6, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **CITY OF PSL/CROSSTOWN PKWY – JANETTE AVENUE REZONING APPLICATION PROJECT NO. P16-011**

DATE: **NOVEMBER 22, 2016**

PROPOSED USE: The City is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application. The rezoning is being submitted so the property will be compatible with the proposed future land use. The City's intention is to construct a parking lot so residents can better access the recreational amenities on Crosstown Parkway linear park.

APPLICANT/OWNER: City of Port St. Lucie.

LOCATION: The southwest corner of Crosstown Parkway and Cameo Boulevard.

LEGAL DESCRIPTION: Crosstown Parkway, Parcel No. 2.

SIZE: Approximately 0.81 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	U	I	Crosstown Parkway
S	OSR & RL	OSR & RS-2	Vacant land & Existing Single Family homes
E	RL	RS-2	Vacant lots
W	RL	RS-2	Vacant lots

REQUESTED ZONING: OSR (Open Space Recreational).

FUTURE LAND USE: Currently the future land use for this property is RL (Low Density Residential), but a comprehensive plan amendment application has been submitted (P16-010) to change the future land use to OSR (Open Space Recreational).

IMPACTS AND FINDINGS:

Land Use Consistency: This project is found to be consistent with the direction and policies of the Comprehensive Plan and with the proposed OSR future land use designation. The supporting goal and policies from the City's Comprehensive Plan are Goal 1.1, and Policy 1.1.1.13.

Goal 1.1 provides for an appropriate mix of land uses to meet the needs of current and future residents of Port St. Lucie in a way that is environmentally acceptable, and developed concurrent with needed facilities and services. Policy 1.1.4.13 confirms that the current conversion chart indicates that OSR zoning is a compatible zoning district with the OSR future land use classification.

Compliance With Conversion Area Requirements: Currently this area is not located in any conversion area.

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service to this development. As noted in accompanying comprehensive plan amendment (P16-010 City of PSL/Crosstown Parkway Janette Avenue Small Scale Comprehensive Plan Amendment), this property is being rezoned to accommodate a parking facility to service the recreational amenities on Crosstown Parkway. There is no intention of providing sewer or water for this project.

Environmental: This site was part of the Crosstown Parkway expansion and plat, and as such the site has already been cleared, and does not contain any uplands or have any unique environmental features. As part of the site plan process, the site will be required to provide all required landscaping as outlined in the City's Landscape Code (Chapter 154).

Schools: Not applicable as this is does not have a residential component for this project.

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

STAFF RECOMMENDATION:

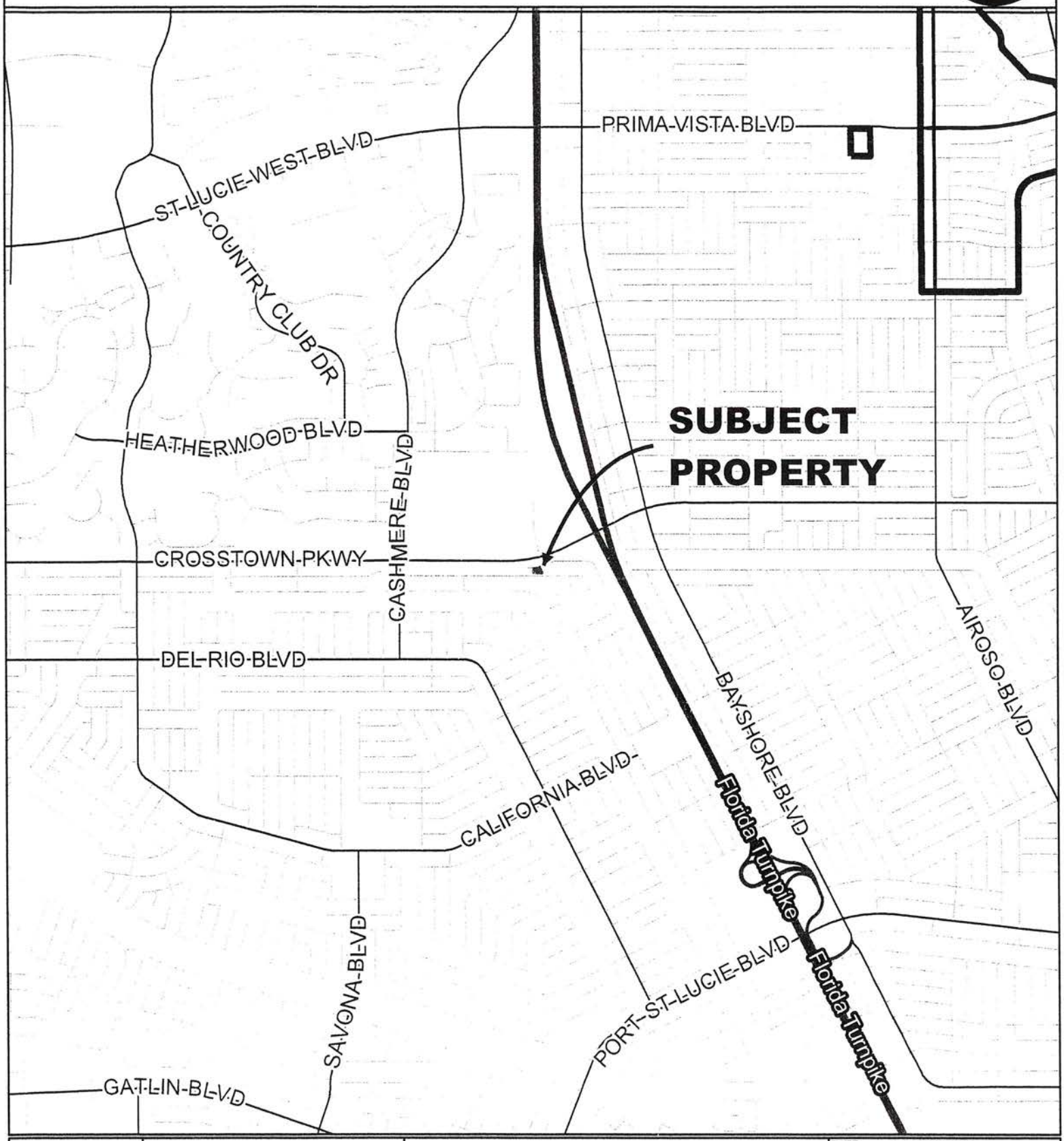
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

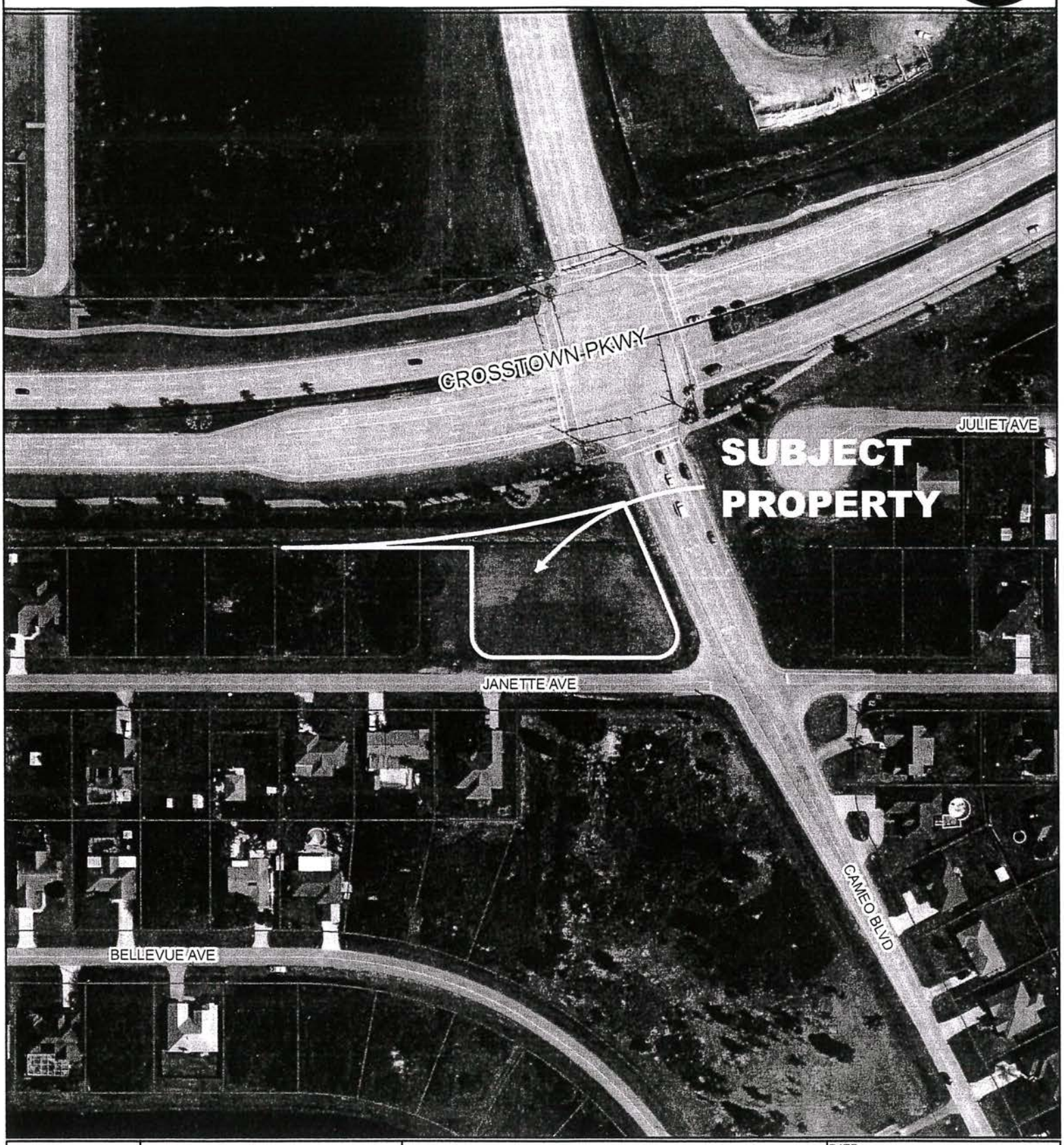
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



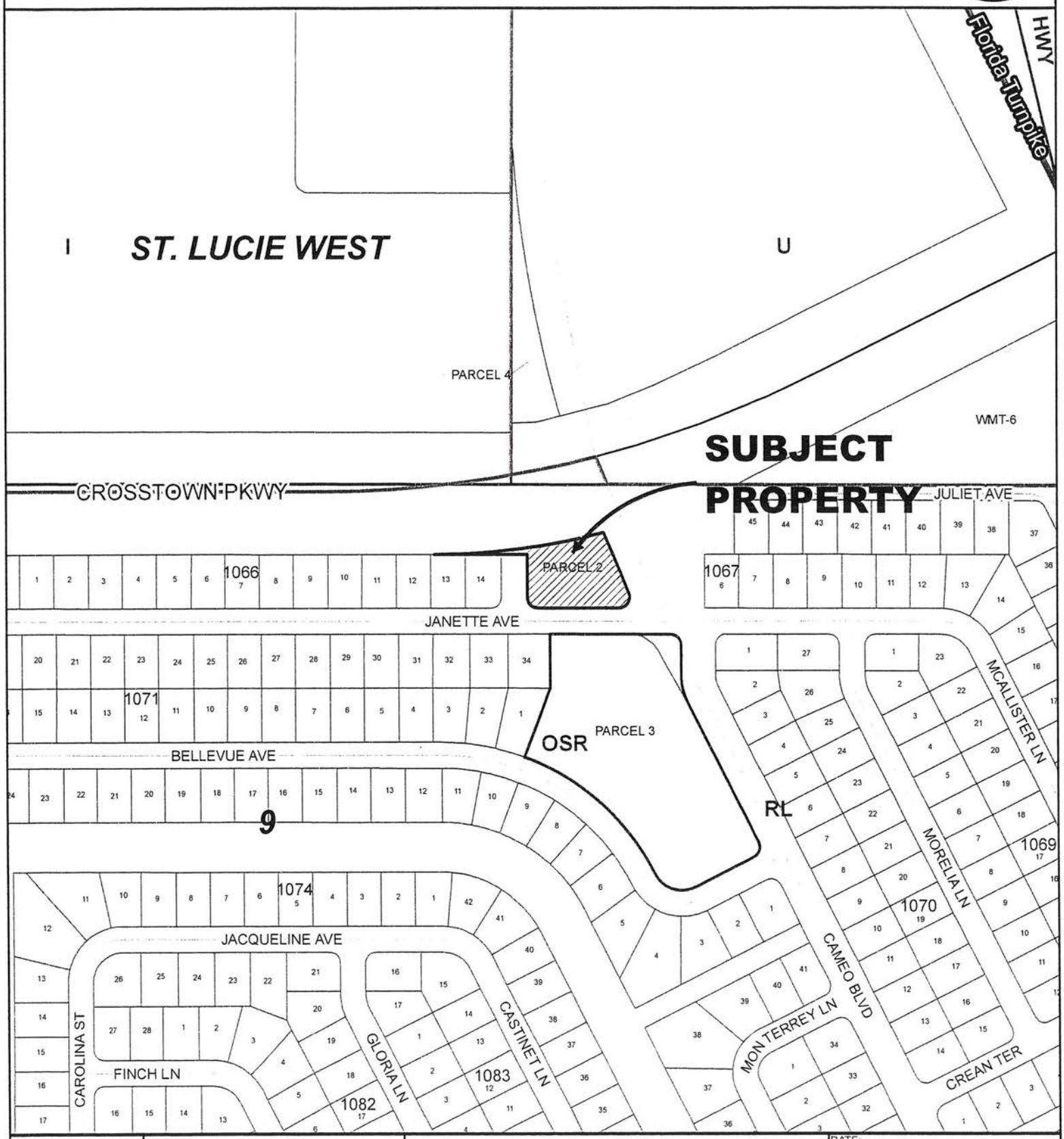
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING CROSSTOWN PARKWAY, PARCEL 2	DATE: 2/24/2016 APPLICATION NUMBER: P16-011 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



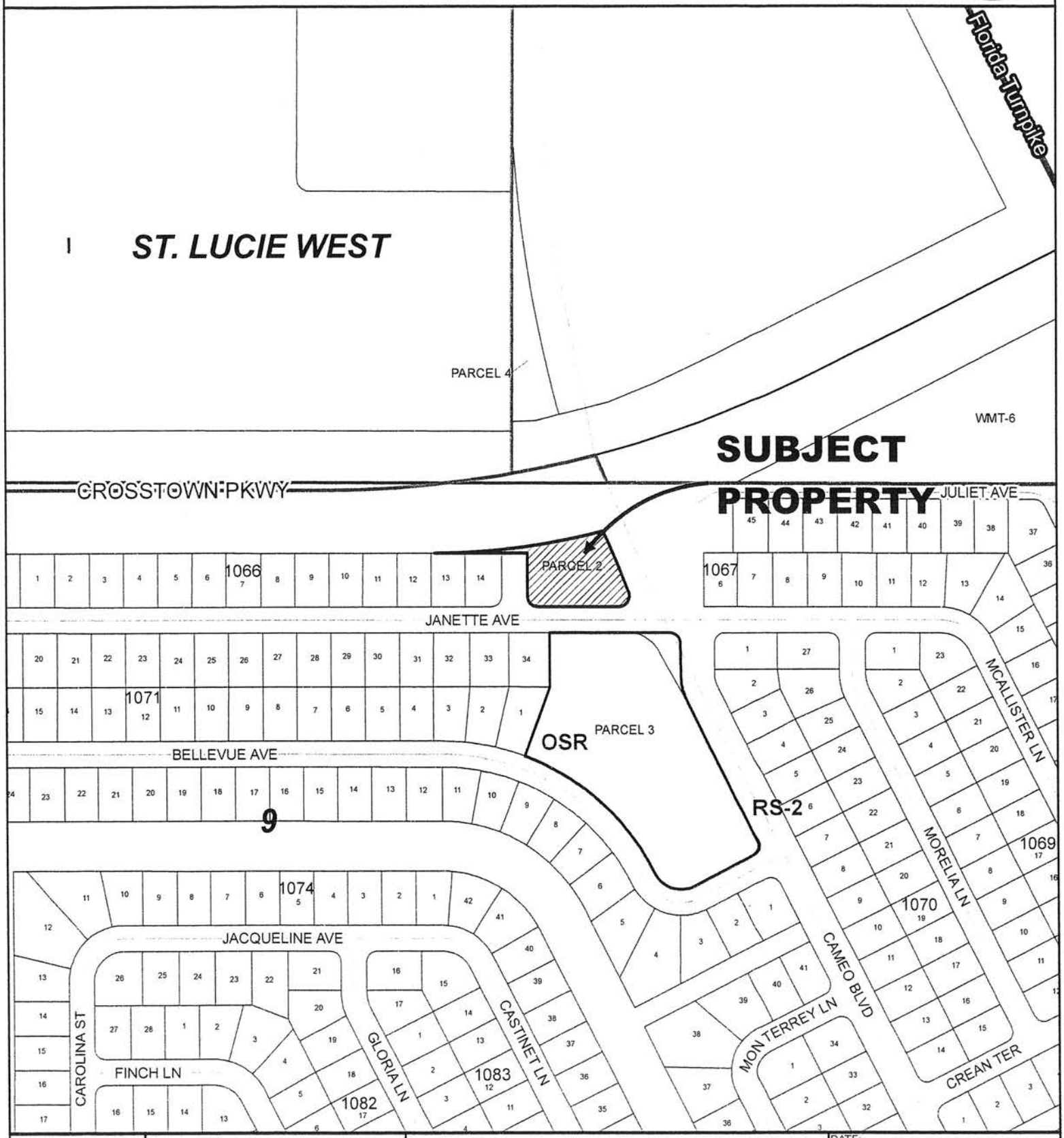
	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING CROSSTOWN PARKWAY, PARCEL 2 AERIAL DATE 2014	DATE: 2/24/2016 APPLICATION NUMBER: P16-011 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING CROSSTOWN PARKWAY, PARCEL 2	DATE: 2/24/2016 APPLICATION NUMBER: P16-011 USER: patricias SCALE: 1 in = 305 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING CROSSTOWN PARKWAY, PARCEL 2	DATE: 2/24/2016 APPLICATION NUMBER: P16-011 USER: patricias SCALE: 1 in = 305 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: jfinizio@cityofportstlucie.com

PROPERTY OWNER:

Name: City of Port St. Lucie

Address: 121 SW Port St. Lucie Blvd, PSL, FL 349984

Telephone No.: (772) 871-5163 FAX No.: _____

AGENT OF OWNER (if any)

Name: _____

Address: _____

Telephone No.: _____ FAX No: _____

PROPERTY INFORMATION

Legal Description: Crosstown Parkway Parcel 2
(Include Plat Book and Page)

Parcel I.D. Number: 3335-601-0013-0007

Current Zoning: RS-2 (Single Family Residential

Proposed Zoning: OSR (Open Space Recreational)

Future Land Use Designation: OSR Acreage of Property: 0.81

Reason for Rezoning Request: _____

To permit the development of a small off-street parking facility as part of the Crosstown Parkway Recreational Trial.

*Signature of Owner | JEFF BREMER 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.

Prepared by the City of Port St. Lucie
P&Z Department

February 5, 2016

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John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: January 23, 2017
and Quasi-Judicial Hearing on: February 13, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-10 City of PSL/Crosstown Parkway Empire St. – Small Scale Comprehensive Plan Amendment (P16-012)
Submittal Date:	1/9/2017

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

BACKGROUND: This amendment will change the future land use of 6.14 acres from RL (Low Density Residential) to OSR (Open Space Recreational). This parcel was created as part of the Crosstown Parkway Plat application, and as such it was never intended to be residential. This application is an important step to ensure that this parcel will be considered a part of the Crosstown Parkway linear park .

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 December 20, 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 with a vote of 5-1 recommended approval of this small scale comprehensive plan amendment on December 6, 2016 (Minutes are attached to the staff report).

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/23/2017 & 2/13/2017

LOCATION OF PROJECT: The southwest corner of Empire Street and Crosstown Parkway.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
JAN 1 1 2017
CITY MANAGER'S OFFICE

ORDINANCE 17-10

COUNCIL ITEM 10C
DATE 1/23/17

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PSL/CROSSTOWN PARKWAY EMPIRE STREET (P16-012) TO CHANGE THE FUTURE LAND USE DESIGNATION FROM RL (LOW DENSITY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PARCEL LEGALLY DESCRIBED AS CROSSTOWN PARKWAY WATER MANAGEMENT TRACT (WMT) 7, LOCATED ON THE SOUTHWEST CORNER OF EMPIRE STREET AND CROSSTOWN PARKWAY PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie, owner of property legally defined as Crosstown Parkway Water Management Tract (WMT) 7, located on the southwest corner of Empire Street and Crosstown Parkway**,** for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 6.14 acres from the future land use designation of RL (Low Density Residential) to the future land use designation of OSR (Open Space Recreational); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et. seq., Florida

Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-012) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on the January 23, 2017 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-012) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 6.14 acres of land legally described as Crosstown Parkway Water Management Tract (WMT) 7, and located on the southwest corner of Empire Street and Crosstown Parkway by changing the future land use designation from RL (Low Density Residential) to the future land use designation of OSR (Open Space Recreational).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have

passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of February, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

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B. P16-010 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this meeting. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-010 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-011, City of Port St. Lucie, Crosstown Parkway, Janette Avenue Rezoning Application. If there are no objections, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 0.81 acres from Low Density Residential to Open Space Recreational while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of Crosstown Parkway and Cameo Boulevard. It is approximately 0.81 acres in size and is currently vacant. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use is Low Density Residential and the requested land use designation is Open Space Recreational to allow for the development of a parking lot. The parking lot will be used by residents that want to access the recreational opportunities on the Crosstown Parkway linear park. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational, and the zoning from Single-Family residential to Open Space Recreational, is not expected to have any adverse impact on the surrounding area. As noted, the change is only to permit a parking lot that will be used to access the recreational opportunities that currently exist on the Crosstown Parkway. This parking lot will only be open from dusk to dawn, so no external lights will be included as part of this project. Even though the site is surrounded by residential zoning lots on three sides, the site will be landscaped to help buffer this site from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while the supporting goal and policies from the City's Comprehensive Plan for the Rezoning application are Goal 1.1 and Policy 1.1.1.13 that justify the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. The Public Works Department held two public meetings this year on this application, which I attended. Unfortunately, I don't have the dates, but they were earlier in the year."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "In technical jargon, what kind of road do we call Cashmere? Is that a feeder road or is that a major road?" Mr. Finizio responded, "It is an arterial. Excuse me, collector." Secretary Martin said, "I'm sorry, Cameo." Mr. Finizio stated, "It is a collector." Secretary Martin asked, "Which means in common terms? It collects cars from residential neighborhoods and puts them onto a major road." Mr. Finizio replied, "I believe so, yes." Secretary Martin commented, "Thank you." Mr. Finizio said, "The City is the agent, as well as the owner. Public Works is here, if you have any questions for them."

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Chair Kurek opened the Public Hearing.

MIKE HAMPSON said, "I live at 902 SW Janette Avenue. I have been sworn in. I went to a meeting six months ago or so. We had a meeting to announce this project. There was some question about where the entrance and exit was going to be for the parking lot. We have Turtle Run Park south on Cameo and we also have McChesney Park by the high school. I don't feel that this is necessary at this time, especially with the billion dollar debt that the City has. I think the money could be spent a lot better in another area. I don't think that people are going to drive to that parking lot and walk the Crosstown Parkway. They are going to walk around their own neighborhoods, as far as I can tell. I don't know if this is a done-deal and if you are just trying to humor the neighbors or what. Is this a done-deal? What would it take to scrap this project for the time being?" Chair Kurek responded, "At this point, we are just doing the zoning change." The Planning and Zoning Director said, "It is a Comp Plan Amendment and a Rezoning." Chair Kurek stated, "It means it gives us the ability to do it at some future date. It doesn't mean it is going to be done immediately." Mr. Hampson asked, "Why can't these projects be put out to a vote for the taxpayers to decide where they want their money to go?" The Planning and Zoning Director replied, "Generally speaking, we don't rule by referendum or votes. If the neighbors don't want it, this is your opportunity, through this Public Hearing, to voice your opinion. It will be carried forward to the City Council. I don't believe the intent is to make huge expenditures, but the City has seen a need for people that live right outside of the Crosstown to access it. We don't have any parking lots to allow them to do that." Mr. Hampson stated, "We don't have parking lots in this area, per se, except for McChesney Park, which has plenty of parking. There is a cul-de-sac right across the street from Cameo where people park and do their walking." The Planning and Zoning Director explained, "This would be designed so that it is ADA accessible, which is another issue that the City faces. I'm not sure how many spaces we are looking at on this particular site." Mr. Myrick commented, "I think it is 17." The Planning and Zoning Director said, "I think we reduced it, given the public input that we had. I will have Mr. Schwerdt check. It is not paved. The only paved, as far as I know, is the handicapped."

Mr. Schwerdt said, "I am with the Public Works Department and have been sworn in. It is plus or minus 20, and I believe the exact number 17 right now. As the plan is approached, it would be phased in. We would come in with about ten parking spaces in the first phase. If we notice that we need more, we would expand it to the 17 to 20 number. It is all going to be green infrastructure and stabilized grass. The only pavement or impervious area that will be put in place is for the driveway, handicapped spots, and a sidewalk to connect to the Crosstown Parkway lot. We have residents requesting areas to park, and we've had residents parking illegally in the bus stops on the Crosstown Parkway to exercise and use the recreational trails. With the future bridge, we are trying to make accommodations and this is to go along with it. That way, we have adequate parking spaces throughout the whole Crosstown Parkway." Mr. Hampson asked, "Could you address the entrance and exits?" Mr. Schwerdt replied, "We had one public information meeting about six months ago. We then had our consultant go through and redesign the Site Plan to accommodate some entrances. Originally, the entrance was going to be off of Janette Avenue. We have now since accommodated it, so that it will be coming off of Cameo. The Crosstown berm will be modified to go along the western property and the southern property line to make it a part of the Crosstown Parkway and not part of the residential neighborhood." Chair Kurek clarified, "So the only entrance and exit would be on Cameo." Mr. Hampson questioned, "Are you going to revise the berm?" Mr. Schwerdt answered, "Correct." Mr. Hampson said, "I live in the second house from the proposed grass parking lot. Getting to sleep at night is really a bear right now. The berm was put there to try and keep the noise down. I've lived there since 1981, so I think I deserve a little compensation with that. The noise on the Crosstown Parkway just doesn't go

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away, even with the berm set up there. It is a terrible idea, I'm sorry to say." Chair Kurek said, "Your comments are taken. Thank you very much." Mr. Hampson stated, "Scrap this thing, please."

WANDA RUSSELL said, "I live at 898 SW Janette Avenue and I have been sworn in. This is right in front of our property. Since we had the last meeting, there has only been one car parked there to go walking. I don't see the need. Thank you." Chair Kurek commented, "Thank you very much."

DELORES PETERMAN said, "I live at 858 SW Bellevue Avenue. It is right on the corner by the Crosstown and Cameo. I'm afraid of what is going to happen with the drug trafficking there. Will there be additional police to watch it? I've seen two drug deals on Bellevue, which is one street over from Janette. We couldn't get to a phone to call the police. It is a big deal up there, especially with the high school. They are the ones that were doing the drug dealing." Chair Kurek commented, "I see, thank you. You were sworn in." Ms. Peterman remarked, "Yes." Mr. Hampson said, "I would like to know what it would take to have the taxpayers put this to a vote with the other three on the Crosstown." The Planning and Zoning Director stated, "There are only two projects on the Crosstown. I think the third one has been removed or is it still on the pipeline?" Mr. Schwerdt responded, "The third one is included with the bridge." The Planning and Zoning Director said, "Yeah, so that is a different story. It will be done as a part of the Crosstown. I would recommend attending the City Council meeting, which will be on January 23, 2017, for the Public Hearing." Mr. Hampson said, "I would like all of you to consider, if you lived on that street right by the proposed area and had to listen to all of that noise, if you had lived there for 30 something years. Thank you."

Ms. Peterman stated, "They told us they wanted that parking lot to keep people from parking on the Crosstown Parkway. The only people I have ever seen park on the Crosstown Parkway were crossing guards. I have never seen any other cars parked there. I'm concerned about that, too. I don't see a need for it. Thanks."

DEAN AROSOLINO said, "I live right across the street from the proposed parking lot at 898 Janette Avenue. I walk and jog on the Crosstown sometimes and it is a very dangerous highway. It is very dirty and when it gets finished, it is going to be very dangerous. There is hardly anybody else that walks, takes their dog, or runs on that highway. If anybody wants to park, they have soccer fields right across the street on the Crosstown where the school is. Anybody that wants to park in it, it is always empty. There are never more than two or three people out on that street. It is a very dangerous road and when the Crosstown gets finished, it is going to be twice as dangerous."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin inquired, "Is there any restriction to keep this from being a parking lot for commuter traffic and park and ride?" Mr. Finizio responded, "I would think the size would limit the use, because it is less than an acre." Secretary Martin commented, "Seventeen to 20 spaces." Mr. Finizio said, "That is the maximum and it is going to be phased. If and when it is built, there would only be ten parking spaces at first and expanding later on. Park and rides require a lot more parking spaces than that and this is not the site for that." Secretary Martin clarified, "So there are no time limitations. Somebody could pull in at 3:00 a.m., if they are parking and riding." The Planning and Zoning Director stated, "It is dawn to dusk." Mr. Finizio pointed out, "No Site Plan has been, officially, submitted yet. This is just to rezone the property." Secretary Martin said, "I know there has been a need for years for park and ride locations." Mr. Finizio stated, "There has been and they are talking about one down off of Gatlin Boulevard. This is too small for a park and

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ride." Secretary Martin said, "I understand. How many park and ride spots are on Bayshore?" Mr. Finizio responded, "One, I think." Secretary Martin said, "One location. How many cars approximately?" Mr. Finizio responded, "Oh, I don't know. I never went there." The Planning and Zoning Director said, "I'd say there is over 40. I can come back with that, as I don't know it off the top of my head." Secretary Martin said, "For the citizens that are concerned, if this turns into a park and ride, I could see where they might have some serious complaints. If it is just for people that are parking and pushing a baby carriage or walking their dog . . ." Mr. Finizio said, "That is the intent." Secretary Martin asked, "Is there any way that the Code can restrict park and ride situations?" Mr. Finizio replied, "It is not big enough for a park and ride." Secretary Martin said, "I only drive one car at a time, so if I wanted to park and ride, I guess there is no restriction, other than dusk to dawn." Mr. Finizio said, "When you talk about park and ride, you are talking about a location large enough to accommodate busses that are picking up people."

The Planning and Zoning Director said, "It won't be marketed as such and I don't believe that is what would happen here, given the fact it isn't really that easily located to the interchange. If we had those problems, then we could deal with them. First, we have to change the land use and zoning before we can put anything on it. I don't see that either." Secretary Martin commented, "Thank you."

Ms. Skurka said, "The Crosstown Parkway is one of the only roads that is long enough and lighted that you can actually train for a marathon or meet friends and walk. For years, I'm one of the illegal parkers, so I look forward to having a parking lot that I can, legally, park my car in and get my training in. Thank you."

Mr. Harrison **moved** to recommend approval to the City Council of P16-010, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

C. P16-011 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – REZONING

Mr. Finizio inquired, "Do you want another presentation?" Chair Kurek responded, "Only if this is different." Mr. Finizio said, "It is not really different, no." The Planning and Zoning Director pointed out, "The one presentation was intended for both." The Planning and Zoning Attorney advised, "You can move the presentation into the record for this item." Mr. Finizio said, "I can move the presentation from P16-010 to P16-011." The Planning and Zoning Attorney said, "Request it from the Clerk." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the rezoning, based on the analysis and findings as noted in the staff reports. The City had two public meetings for these applications this past year. Thank you."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing. Secretary Martin said, "I would like to have the Clerk recognize the same comments that I had on the previous application." The Deputy City Clerk Supervisor responded in the affirmative. Ms. Skurka **moved** to recommend approval to the City Council of P16-011, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Rezoning. Ms. Beutel **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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D. P16-012 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-012 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-013, the City of Port St. Lucie, Crosstown Parkway, Empire Street Rezoning Application. If there is no objection, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 6.14 acres from Low Density Residential to Open Space Recreational, while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of the Crosstown Parkway and Empire Street. It is approximately 6.14 acres in size, and is currently being used as a water management tract for the Crosstown Parkway. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use designation is Low Density Residential and the requested land use designation is Open Space Recreational. The Comp Plan and Rezoning is not being done for a parking lot, because they may have on-street parking at this location, however, future plans do show a possible park with recreational amenities, which could include a walking trail and exercise equipment. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational is not expected to have any adverse impacts on the surrounding area. The parcel is located in a residential area of the City, and the OSR Land Use should not have any adverse effects on the existing residential development. The proposed land use change is only to permit future recreation amenities on the property that may not be permitted with the current land use. The on-street parking that is being proposed on Empire will not require any external lighting, but landscaping will be provided to ensure compliance with the City's Landscape Code to help buffer it from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while Goal 1.1 and Policy 1.1.1.13 provide justification for the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. There have been public meetings held this year on this application. Thank you very much."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "Where on this site would the recreation amenities you described be?" Mr. Finizio responded, "Possibly, a walking trail around the pond. They talked about putting in some exercise equipment and it is being discussed. There are no plans for any of these projects being submitted, so I can't say the exact locations. I believe the plans for the exercise equipment will be along the sidewalk area, because people using the Crosstown Parkway sidewalk might stop and use the exercise equipment." Secretary Martin said, "I know there is a real nice gazebo there. If this was ever intended to be converted to a parking lot, would it have to come back before the Planning and Zoning Board?" Mr. Finizio responded, "No, because there would be a Site Plan and it would go through the Site Plan Review Committee, but not the Planning and Zoning Board." Secretary Martin stated, "At least there would be Public Hearings, if somebody decided to fill in

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the body of water and create a park and ride with 200 cars." Mr. Finizio said, "We can't control what happens in the future and it could be a park and ride years from now, if that is what they wanted to do. They still have to meet the buffering requirements and access will be limited, because it is a limited access roadway. There are a lot of things that have to be ironed out first before they can do that." Secretary Martin asked, "Okay, but with Public Hearings?" Mr. Finizio replied, "It is not a Public Hearing item, but there is a member of this Planning and Zoning Board on the Site Plan Review Committee, who can make comments."

Secretary Martin inquired, "In the previous applications, I asked what type of road Cameo was. Bayshore is a much more significant roadway, correct?" Mr. Finizio responded, "It is an arterial, I believe." Secretary Martin said, "That is a very significant road. Do you have any idea what kind of traffic patterns are at that intersection?" Mr. Finizio responded, "I do not." Secretary Martin stated, "I can tell you there is at least 20,000, going north and south on Bayshore. Once the bridge is completed, it will increase significantly."

Mr. Myrick inquired, "Where would the access be for the parking?" Mr. Finizio responded, "They are not talking about putting a parking lot on the site. They are talking about on-street parking and it would be off of Empire. The only parking spaces will be on-street parking spaces along Empire, which is on the east side of the site." Chair Kurek asked, "Is the body of water part of our stormwater network?" Mr. Finizio replied, "Yes, it catches the run off from the Crosstown Parkway." Chair Kurek clarified, "The chances of this being filled in are slim to none." Mr. Finizio said, "They would have to make alternate arrangements, if they wanted to do that. Anything is possible, as we know." Chair Kurek stated, "They would have to dig out another hole somewhere." Mr. Finizio commented, "Yes." Chair Kurek said, "It would mean they would have to dig out some houses and it is not going to happen."

Chair Kurek opened the Public Hearing.

DAVID REED said, "I have my autistic son here, Andre. We live at 1599 SW Empire Street. Can we have a prototype of what they plan to put up, physically? I have 20 questions, which I'm not going to go through, because I haven't seen the details. I'm concerned about the safety of the walkers. We have a lot of walkers along Empire Street. I also train on Empire and the Crosstown. We have a lot of children in that area and are concerned about strangers parking there, pollution, unnecessary calls for the police, and drug use. I would like to see a detailed diagram of what it is actually going to entail, before I go into my details." Chair Kurek stated, "This part of the process is to change the Comprehensive Plan and next would be the zoning to allow anything else to happen on that site. The next step would be for a design of whatever would go on the site. It is probably always going to be water there and it cannot be something that would be built around it that would cause the water not to get there. It is limited at what you can do with the site. There are only so many things they can do. They are going to be very careful not to interfere with the neighborhood. It is always the goal of the City not to interfere."

The Planning and Zoning Director said, "I think it might be advantageous for Mr. Schwerdt to get with the gentleman and give him a card. They have tentative plans, but are not there yet in this process. He would be able to help you." Mr. Reed stated, "One of my main concerns is that where I live at 1599 Empire, which is the last house on the left that is on the corner of Carter Street, is that I can sit in my driveway and allow my son to ride his bicycle to the park. We also fish over there. If there is any form of development there that has a car parking lot, it is going to endanger my child." Mr. Schwerdt said, "Staff and the consultant are here. We can show you the Comprehensive Plan, right now, that we are looking into. I can't say, right now, that the parking will be parallel to Empire Street. Adjacent to it, we are providing a sidewalk for safe access from

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Fairview Avenue up to the Crosstown Parkway." Mr. Reed asked, "How many parking spaces are we talking about? That is a big area." Mr. Schwerdt replied, "Ten spaces, total. We will have one handicapped and, approximately, nine other parking spaces. After this meeting, we can meet and discuss it, if you'd like." Mr. Reed said, "I'm concerned about the procedure on how decisions are made in that you guys put something to a vote and Secretary Martin is the only one that objected. He was avoided completely, so does that mean it just goes straight ahead without . . ." Chair Kurek explained, "The next meeting will be the City Council, who is the next body of government that will review this proposal. We are just recommending it to the City Council. There will be another Public Hearing, at that point, where they will make a determination whether to take our recommendation, whatever it is. It is still majority rules. If there are four votes in favor of it, it goes onto the City Council for the final approval." Mr. Reed said, "Okay. Thank you." The Planning and Zoning Director said, "Mr. Finizio, I would get his contact information, so we can inform him of the City Council meeting." Mr. Finizio responded in the affirmative.

VINCENT GUIDO inquired, "I live at 1581 SW Bayshore Boulevard. Along with what Secretary Martin was bringing up, since this is going to be on-street parking, are there going to be any limitations on time, since this is not a parking lot and is just public roadway parking? Can cars park there for 24 hours at a time? How are you going to enforce it?" The Planning and Zoning Director responded, "We have to get through the land use and zoning. The land use is going from low density to Open Space and is probably not a bad decision, regardless of what we do in the future. It is a pond that is, currently, used for recreation and people can sit on the benches that surround the lake. The next step would be the potential development or lack thereof. At this point in the process, we are not there yet." Mr. Guido stated, "If you just make it on-street parking, presently, there are no limitations, right?" The Planning and Zoning Director responded, "I understand that you are concerned about the on-street parking. We aren't putting on-street parking in now. The two items before the Board are related to the future land use and the zoning. The next step would be the Site Plan, and that is where we need another public input meeting to show everybody what we are doing again. That would be the next step and, at this point, no, we don't know how we would control it, but Mr. Schwerdt can answer that." Mr. Guido questioned, "The parking lot is not part of this so far? The parking is not included in what you are doing right now?" The Planning and Zoning Director answered, "Right." Mr. Schwerdt said, "The parking will have signs that indicate from dusk to dawn. If you look at Macedo from Thornhill to Prima Vista, we have adjacent on-street parking. It also has signs, from dusk to dawn, and is patrolled." Mr. Guido remarked, "Thank you very much." Mr. Sanders inquired, "Currently, the on-street parking would be in the right-of-way and wouldn't require a land use change any way, right?" The Planning and Zoning Director responded, "That is true. That is correct." Mr. Sanders commented, "Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "For 13 years, I have lived one block away from this and was thrilled when they started knocking houses down on West Virginia. It took many, many years for the Crosstown to be completed. When it was, it was worth the wait. I used to walk my dog and he would pull me on a skateboard. I sat and read books at the park bench. I love the area. The City has gone through an exhaustive effort to provide a neighborhood identity, and I like the idea of this neighborhood enjoying this amenity. This gentleman and his son, obviously, enjoy that body of water. It is something that I think if they brought their friends and family from out of town or out of state to their neighborhood, they would brag about it and be thrilled. They would bring their friends and relatives to this amenity. It is great that people can come and enjoy it as well. There is already a very limited amount of places for people to pull off on the Crosstown Parkway to utilize this particular amenity. I have the same concern. I'm not being skeptical about the City, but I am being

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skeptical about the City; if this turns into a parking lot, the 6.8 acres, and you have 100-plus parking spaces in the future without any Public Hearings . . ." The Planning and Zoning Director interjected, "Can I address it, Secretary Martin?" Secretary Martin commented, "Sure."

The Planning and Zoning Director said, "There are no places to pull off on the Crosstown and park. There are bus spots and that is where some of the school crossing guards park. Legally, there is no place for somebody to do that. We aren't looking to fill in the lake. Granted, we don't know what is going to happen in 50 or 100 years, but the stormwater requirements are only going to increase and not decrease in the future. To say that is going to happen, I just don't see it. As Mr. Sanders mentioned, you can park on the side of the street without doing any of this. The land use is to go to Open Space Recreation. The citizens of Port St. Lucie paid for that lake, all of us, as a result of the bond issue for that road improvement. All we are saying, and we are saying it about the Crosstown Parkway, is let's all enjoy it. Right now, all of us can't enjoy it. I'm not trying to make life harder for any resident, as that is not our intent. There are people that would like to enjoy that facility and it is a parkway. It is a beautiful road in the City of Port St. Lucie that most of us can't enjoy, because we have to park far away or we can't park at all. We are talking a minimum of 35 to 40 spaces, collectively, on these two parcels. If we do a road improvement on Empire, obviously, we will work with the adjacent residential homeowners. We don't need any special permission to do that, as it is all road right-of-way. We would like to, if we have the resources, eventually look at a recreation amenity on this site that all of us can enjoy; a walking trail around the lake, which is a nice thing to have. We have several that have it, and maybe some exercise spots, the outdoor exercise stations. It is something that they were looking at and that is all this is. It is not deceptive and we are not trying to ruin anyone's life. We are just trying to make an existing public facility that has been paid for by the taxpayers available to everyone."

Secretary Martin said, "I have a healthy respect for what these people have in their own backyard. There are people that could pull in on Empire that live in the Rosser area. I understand that, technically, it is not the correct time to talk about my concerns and the Comprehensive Plan Amendment and maybe it would be more appropriate in the Rezoning. I don't have any reservations about expressing my opinion and I appreciate yours."

Chair Kurek said, "Mr. Reed, the Public Hearing is closed, sorry. If you want more information, you can talk to the engineer or Ms. Tobin after the meeting. The Public Hearing is over." Mr. Reed asked, "I'd like to address something, please?" Chair Kurek replied, "No, you may not. I'm sorry."

Mr. Sanders stated, "Anytime the City has built a roadway or a sidewalk, it becomes a really big attractor. If you remember the tragedy that occurred over off of Green River Parkway, where people had to walk great distances to get to that attractor and got hit by an impaired driver. Part of what the City is trying to do is to provide good recreational spaces, so people can get to them. I applaud the City for what they are trying to do. It is really what we need to do to make those spaces open to people that live further away and not those that just live right next to the Crosstown Parkway."

Mr. Harrison **moved** to recommend approval to the City Council of P16-012, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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E. P16-013 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET - REZONING

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-013 is a Rezoning application. Since it is the same presentation as the previous item, I would like recommend the presentation for P16-012 be used for this item as well. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed rezoning application, based on the analysis and findings as noted in the staff report. There have been two Public Hearings held for these applications in this past year."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "I probably was a little, technically, incorrect. My comments on P16-012, I'd like to be reflected in P16-013." Mr. Harrison **moved** to recommend approval to the City Council of P16-013, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Rezoning. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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ORDINANCE 17-

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PSL/CROSSTOWN PARKWAY EMPIRE STREET (P16-012) TO CHANGE THE FUTURE LAND USE DESIGNATION FROM RL (LOW DENSITY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PARCEL LEGALLY DESCRIBED AS CROSSTOWN PARKWAY WATER MANAGEMENT TRACT (WMT) 7, LOCATED ON THE SOUTHWEST CORNER OF EMPIRE STREET AND CROSSTOWN PARKWAY PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie, owner of property legally defined as Crosstown Parkway Water Management Tract (WMT) 7, located on the southwest corner of Empire Street and Crosstown Parkway**,** for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 6.14 acres from the future land use designation of RL (Low Density Residential) to the future land use designation of OSR (Open Space Recreational); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et. seq., Florida

Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-012) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on the January 23, 2017 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-012) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 6.14 acres of land legally described as Crosstown Parkway Water Management Tract (WMT) 7, and located on the southwest corner of Empire Street and Crosstown Parkway by changing the future land use designation from RL (Low Density Residential) to the future land use designation of OSR (Open Space Recreational).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have

passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this_____ day of _____, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Ostenton, City Attorney

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

TO: **PLANNING & ZONING BOARD - MEETING OF DECEMBER 6, 2016**

FROM: **JOHN FINIZIO, PLANNER** J.F

RE: **CITY OF PSL/CROSSTOWN PKWY EMPIRE STREET SMALL SCALE COMPREHENSIVE PLAN AMENDMENT PROJECT NO. P16-012**

DATE: **NOVEMBER 22, 2016**

PROPOSED PROJECT: To amend the future land use of 6.14 acres from RL (Low Density Residential) to OSR (Open Space Recreational) to allow for the future recreational amenities on this site.

APPLICANT/OWNER: The City of Port St. Lucie.

LOCATION: The southwest corner of Empire Street and Crosstown Parkway.

LEGAL DESCRIPTION: Water Management (WMT) 7 of the Crosstown Parkway Plat.

SIZE: Approximately 6.14 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently being used as a water management tract for the Crosstown Parkway.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RL	RS-2	Crosstown Parkway
S	RL	RS-2	Existing residences
E	RL	RS-2	Existing residences
W	RL	RS-2	Existing residences

EXISTING LAND USE DESIGNATION: RL (Low Density Residential).

REQUESTED LAND USE DESIGNATION: OSR (Open Space Recreational).

***IMPACTS AND FINDINGS*:**

Sewer/Water Service: Port St. Lucie Utility Systems Department will provide water and sewer service to this development. A comparison of the potable water and wastewater demand for the existing land use is as follows:

Water Calculations for proposed future land use (RL)					
Land Use	Dwelling Units	Potable Water Rate (gpd/1000 sf)	Projected Water (gpd)	Wastewater Rate (gpd/1,000 sf)	Projected Wastewater (gpd)
RL	30	115	8,039	97.75	6,833

This project originally was to construct a parking facility for Crosstown Parkway, however this concept was recently changed and the parking will now be located in the existing right-of-way, so there will not be any parking on the site. That being said, the City is going forward with the comprehensive plan amendment for this property mainly because there were also some discussions about having other recreational amenities on this site at a future date.

At this time there is no utility usage planned for this facility. Since, the OSR Land Use does allow a maximum 30% coverage for parks and other such recreational uses, if future development does include utility usage, demand will be as follows:

Water Calculations for proposed future land use (OSR)					
Land Use	Area (sf)	Potable Water Rate (gpd/1000 sf)	Projected Water (gpd)	Wastewater Rate (gpd/1,000 sf)	Projected Wastewater (gpd)
OSR	80,237	120*	9,628	102	8,184

*Water rates for parks are not identified in the City's Concurrency Management System, so this calculation utilizes the water rates for office/school which is greatly overstating the potential water usage if this site is developed.

With the introduction of a park component, there could be a slight increase in the water demand with this land use amendment. At maximum capacity, the proposed land use will have a water demand of 9,628 gpd, with a total wastewater generation of 8,184 gpd, which is an increase over the existing residential land use as noted below.

Land Use	Water (gpd)	Wastewater (gpd)
Existing	8,039	6,832
Proposed	9,628	8,184
Difference	1,589	1,352

Please note, the initial project is not anticipating to have any utilities in place. This projected usage will only be applicable if the site is redeveloped to its maximum allowable density, which is not probable considering the site is currently being used as a water management tract. If developed, this proposed comprehensive plan amendment will result in an increase in water and wastewater demand. Both potable water distribution and sanitary sewer collection systems are available for this property.

Transportation: The approximate number of vehicle trip ends for this property will be approximately 31 a.m. peak hour trips, and 36 p.m. peak hour trips (ITE, Land Use Code 210 (Single Family Detached Housing)). The approximate number of vehicle trip ends projected to be generated from the proposed future land use change is approximately 10 (ITE, Land Use Code 411 (City Park)).

Traffic Analysis for proposed land use (RL)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
210	Single Family	30 du	T=0.7(X) +9.74	**31**	Ln(T)=0.90Ln(X) + 0.51	**36**
Total				**31**		**36**

Traffic Analysis for proposed land use (OSR)				
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**Weekday Trips**
411	City Park	6.14	Average Rate = 1.59	**10**
Total				**10**

*The ITE Trip Generation Manual does not provide a fitted equation for this use. Number of trips for city parks is dependent on the overall acreage. For weekday trips the average rate is 1.59, however the trip generation rate on Sundays is 16. No a.m. or p.m. peak hour calculations are provided. It is anticipated that the average number of trips for this facility will be between two and 16 daily.

Since parks generally are not considered a peak hour use, changing the land use to OSR should see a decrease in peak hour trip ends. This represents a net decrease for both a.m. peak hour and p.m. peak hour trips onto the surrounding streets, in particular Empire Street and Crosstown Parkway. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

Parks/Open Space: Changing the future land use to OSR will prohibit residential development on this parcel, therefore, parkland would not be required for this project.

Schools: Since there is no residential component to this project, school concurrency will not apply.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: This site was part of the Crosstown Parkway expansion and plat, and as such the site has already been cleared, and is being used as a water management tract and does not contain any uplands or have any unique environmental features. If a site plan is submitted in the future for any improvements on this site, the site will be required to provide all required landscaping as outlined in the City's Landscape Code (Chapter 154).

Flood Zone: This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 3 which is located at 480 SW Ravenswood Lanes. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This proposed Comprehensive Plan Amendment does not result in any change in the Fire District's previous service commitments to this project and are not expected to be adversely impacted.

Compatibility Analysis: Changing the land use from RL (Low Density Residential) to OSR (Open Space Recreational) is not expected to have any adverse impact on the surrounding area. This parcel is located in a residential area of the City, and the OSR Land Use should not have any adverse effects on the existing residential development. The proposed land use change is only to permit future recreation amenities on the property that may not be approved with the currently land use. The on street parking that is being proposed on Empire will not require any external lighting, and landscaping will be provided to ensure compliance with the City's Landscape Code to help buffer it from the surrounding residential uses.

Justification/Mitigation: There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan which help justify this development. Objective 1.1.4, policy 1.1.4.6 (a), and objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment. Objective 1.1.4 which directs

future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. Policy 1.1.4.6 (a) ensures that the OSR Land Use is designated for existing or future parks. Objective 1.1.7.1 permits the City to initiate and utilize planning and development controls to discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance.

STAFF RECOMMENDATION:

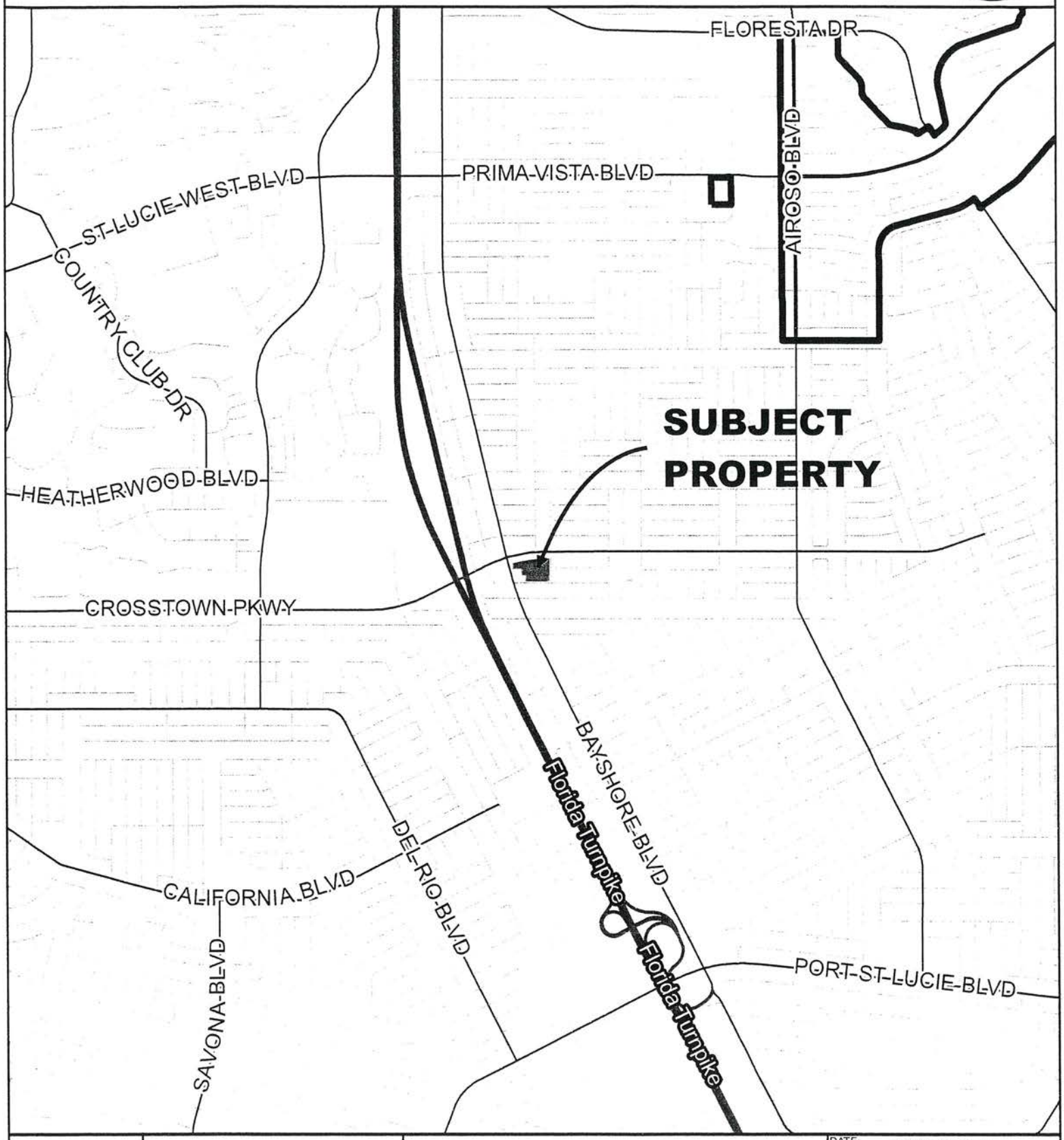
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

GENERAL LOCATION

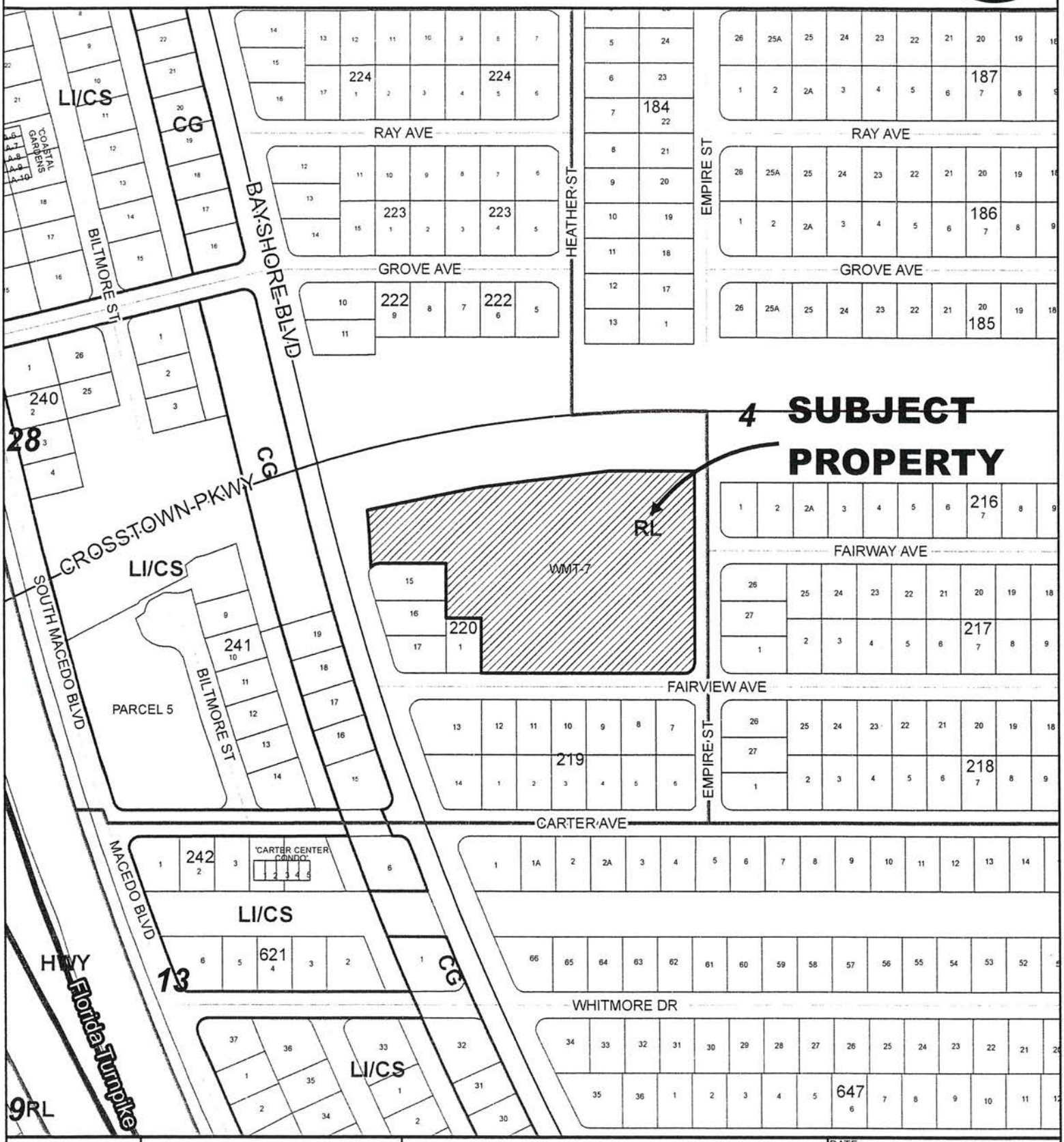


CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7	DATE: 2/24/2016 APPLICATION NUMBER: P16-012 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL

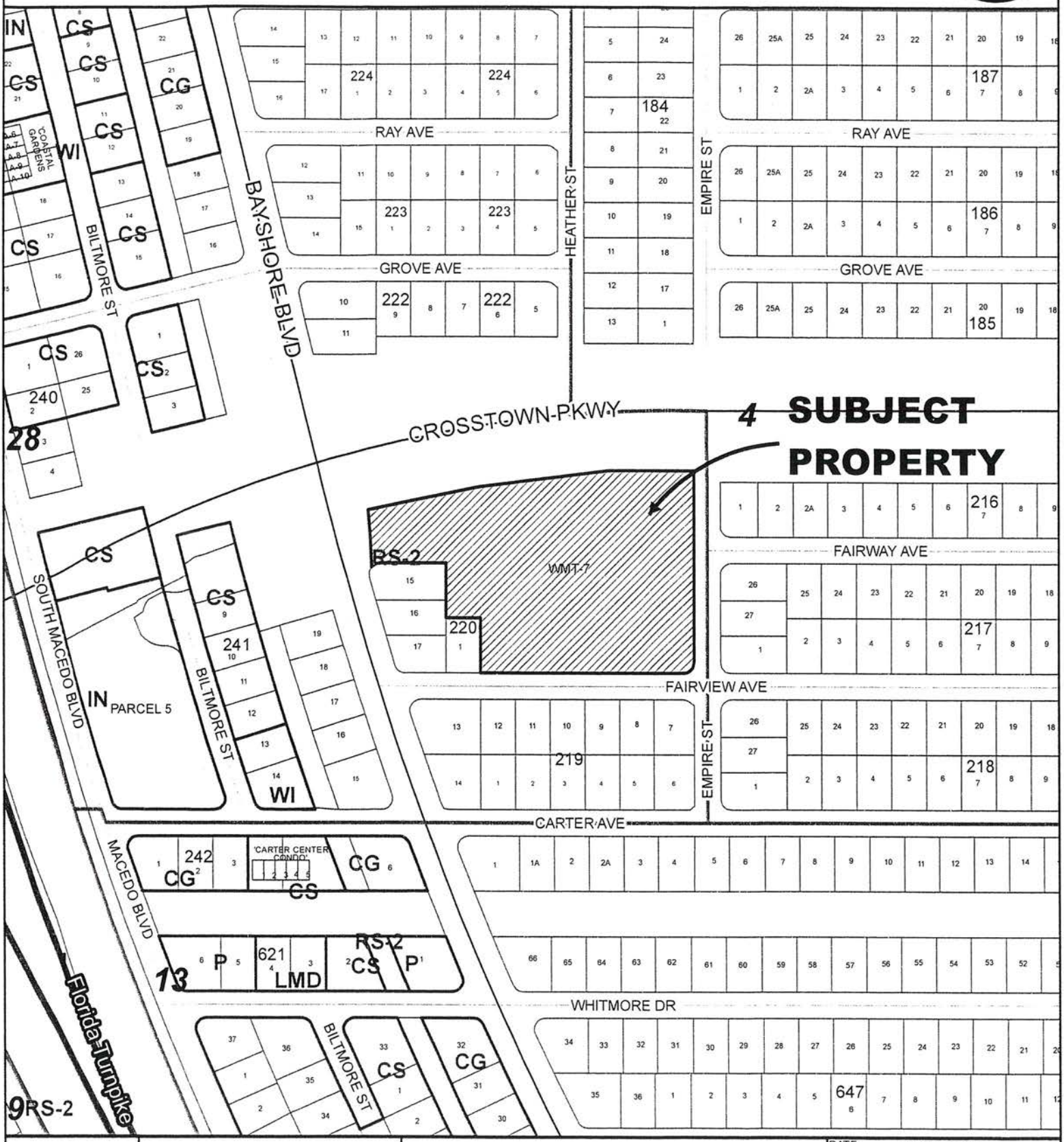
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7 AERIAL DATE 2014	DATE: 2/24/2016 APPLICATION NUMBER: P16-012 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7	DATE: 2/24/2016 APPLICATION NUMBER: P16-012 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7	DATE: 2/24/2016 APPLICATION NUMBER: P16-012 USER: patricias SCALE: 1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept _____
Fee (Nonrefundable)$_____
Receipt # _____

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: jfinizio@cityofpsl.com

PROPERTY OWNER

Name: City of Port St. Lucie
Address: 121 SW Port St. Lucie Blvd

Telephone No.: (772) 871-5163 Fax No.: _____

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: _____
Address: _____

Telephone No.: _____ Fax No.: _____

AGENT OF OWNER (if any)

Name: _____
Address: _____

Telephone No.: _____ Fax No.: _____

PROPERTY INFORMATION

Boundary Description (attach map) Crosstown Parkway Water Management Tract (WMT) 7
Property Tax I.D. Number 3335-601-0009-0006
Current Land Use RL (Low Density Residential) Proposed Land Use OSR (Open Space Recreational
Current Zoning RS-2 (Single Family Residential) Acreage of Property 6.14 acres

Reason for Comprehensive Plan Amendment:
The Public Works Department, moving forward to address issues outlined in the City's Strategic Plan, will be constructing a parking facility at this location. The proposed comprehensive plan will be amend the future land use to permit a OSR zoning designation for this property.

Jeff Bremer — JEFF BREMER — _____
*Signature of Owner — Hand Print Name — Date

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

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

Prepared by the City of Port St. Lucie
P&Z Department

February 5, 2016

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Miles

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John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: January 23, 2017
and Quasi-Judicial Hearing on:
February 13, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-11 City of PSL/Crosstown Parkway Empire St. Rezoning Application (P16-013)
Submittal Date:	1/9/2017

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

BACKGROUND: The City is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application (P16-012). The rezoning is being submitted so the property will be compatible with the proposed future land use. This parcel was created as part of the Crosstown Parkway Plat application, and as such it was never intended to be residential. This application is an important step to ensure that this parcel will be considered a part of the Crosstown Parkway linear park.

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 December 20, 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 with a vote of 5-1 recommended approval of this Rezoning on December 6, 2016 (Minutes are attached to the staff report).

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/23/2017 & 2/13/2017

LOCATION OF PROJECT: The southwest corner of Empire Street and Crosstown Parkway.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED

JAN 1 1 2017

CITY MANAGER'S OFFICE

COUNCIL ITEM 10E
DATE 1/23/17

ORDINANCE 17-11

AN ORDINANCE TO REZONE 6.14 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF EMPIRE STREET AND CROSSTOWN PARKWAY FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSR (OPEN SPACE RECREATIONAL) FOR A PROJECT KNOWN AS CITY OF PSL/CROSSTOWN PARKWAY EMPIRE STREET, P16-013; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, seeks to rezone approximately 6.14 acres of property located on the southwest corner of Empire Street and Crosstown Parkway and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to OSR (Open Space Recreational); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on December 6, 2016 to consider the rezoning application (P16-013), 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 January 23, 2017 to consider the rezoning application (P16-013), advertising of the public hearing having been made.

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

Section 1: That the property described as Crosstown Parkway Water Management Tract (WMT) 7, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to OSR (Open Space Recreational).

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 13th day of February, 2017.

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

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B. P16-010 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this meeting. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-010 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-011, City of Port St. Lucie, Crosstown Parkway, Janette Avenue Rezoning Application. If there are no objections, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 0.81 acres from Low Density Residential to Open Space Recreational while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of Crosstown Parkway and Cameo Boulevard. It is approximately 0.81 acres in size and is currently vacant. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use is Low Density Residential and the requested land use designation is Open Space Recreational to allow for the development of a parking lot. The parking lot will be used by residents that want to access the recreational opportunities on the Crosstown Parkway linear park. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational, and the zoning from Single-Family residential to Open Space Recreational, is not expected to have any adverse impact on the surrounding area. As noted, the change is only to permit a parking lot that will be used to access the recreational opportunities that currently exist on the Crosstown Parkway. This parking lot will only be open from dusk to dawn, so no external lights will be included as part of this project. Even though the site is surrounded by residential zoning lots on three sides, the site will be landscaped to help buffer this site from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while the supporting goal and policies from the City's Comprehensive Plan for the Rezoning application are Goal 1.1 and Policy 1.1.1.13 that justify the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. The Public Works Department held two public meetings this year on this application, which I attended. Unfortunately, I don't have the dates, but they were earlier in the year."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "In technical jargon, what kind of road do we call Cashmere? Is that a feeder road or is that a major road?" Mr. Finizio responded, "It is an arterial. Excuse me, collector." Secretary Martin said, "I'm sorry, Cameo." Mr. Finizio stated, "It is a collector." Secretary Martin asked, "Which means in common terms? It collects cars from residential neighborhoods and puts them onto a major road." Mr. Finizio replied, "I believe so, yes." Secretary Martin commented, "Thank you." Mr. Finizio said, "The City is the agent, as well as the owner. Public Works is here, if you have any questions for them."

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Chair Kurek opened the Public Hearing.

MIKE HAMPSON said, "I live at 902 SW Janette Avenue. I have been sworn in. I went to a meeting six months ago or so. We had a meeting to announce this project. There was some question about where the entrance and exit was going to be for the parking lot. We have Turtle Run Park south on Cameo and we also have McChesney Park by the high school. I don't feel that this is necessary at this time, especially with the billion dollar debt that the City has. I think the money could be spent a lot better in another area. I don't think that people are going to drive to that parking lot and walk the Crosstown Parkway. They are going to walk around their own neighborhoods, as far as I can tell. I don't know if this is a done-deal and if you are just trying to humor the neighbors or what. Is this a done-deal? What would it take to scrap this project for the time being?" Chair Kurek responded, "At this point, we are just doing the zoning change." The Planning and Zoning Director said, "It is a Comp Plan Amendment and a Rezoning." Chair Kurek stated, "It means it gives us the ability to do it at some future date. It doesn't mean it is going to be done immediately." Mr. Hampson asked, "Why can't these projects be put out to a vote for the taxpayers to decide where they want their money to go?" The Planning and Zoning Director replied, "Generally speaking, we don't rule by referendum or votes. If the neighbors don't want it, this is your opportunity, through this Public Hearing, to voice your opinion. It will be carried forward to the City Council. I don't believe the intent is to make huge expenditures, but the City has seen a need for people that live right outside of the Crosstown to access it. We don't have any parking lots to allow them to do that." Mr. Hampson stated, "We don't have parking lots in this area, per se, except for McChesney Park, which has plenty of parking. There is a cul-de-sac right across the street from Cameo where people park and do their walking." The Planning and Zoning Director explained, "This would be designed so that it is ADA accessible, which is another issue that the City faces. I'm not sure how many spaces we are looking at on this particular site." Mr. Myrick commented, "I think it is 17." The Planning and Zoning Director said, "I think we reduced it, given the public input that we had. I will have Mr. Schwerdt check. It is not paved. The only paved, as far as I know, is the handicapped."

Mr. Schwerdt said, "I am with the Public Works Department and have been sworn in. It is plus or minus 20, and I believe the exact number 17 right now. As the plan is approached, it would be phased in. We would come in with about ten parking spaces in the first phase. If we notice that we need more, we would expand it to the 17 to 20 number. It is all going to be green infrastructure and stabilized grass. The only pavement or impervious area that will be put in place is for the driveway, handicapped spots, and a sidewalk to connect to the Crosstown Parkway lot. We have residents requesting areas to park, and we've had residents parking illegally in the bus stops on the Crosstown Parkway to exercise and use the recreational trails. With the future bridge, we are trying to make accommodations and this is to go along with it. That way, we have adequate parking spaces throughout the whole Crosstown Parkway." Mr. Hampson asked, "Could you address the entrance and exits?" Mr. Schwerdt replied, "We had one public information meeting about six months ago. We then had our consultant go through and redesign the Site Plan to accommodate some entrances. Originally, the entrance was going to be off of Janette Avenue. We have now since accommodated it, so that it will be coming off of Cameo. The Crosstown berm will be modified to go along the western property and the southern property line to make it a part of the Crosstown Parkway and not part of the residential neighborhood." Chair Kurek clarified, "So the only entrance and exit would be on Cameo." Mr. Hampson questioned, "Are you going to revise the berm?" Mr. Schwerdt answered, "Correct." Mr. Hampson said, "I live in the second house from the proposed grass parking lot. Getting to sleep at night is really a bear right now. The berm was put there to try and keep the noise down. I've lived there since 1981, so I think I deserve a little compensation with that. The noise on the Crosstown Parkway just doesn't go

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away, even with the berm set up there. It is a terrible idea, I'm sorry to say." Chair Kurek said, "Your comments are taken. Thank you very much." Mr. Hampson stated, "Scrap this thing, please."

WANDA RUSSELL said, "I live at 898 SW Janette Avenue and I have been sworn in. This is right in front of our property. Since we had the last meeting, there has only been one car parked there to go walking. I don't see the need. Thank you." Chair Kurek commented, "Thank you very much."

DELORES PETERMAN said, "I live at 858 SW Bellevue Avenue. It is right on the corner by the Crosstown and Cameo. I'm afraid of what is going to happen with the drug trafficking there. Will there be additional police to watch it? I've seen two drug deals on Bellevue, which is one street over from Janette. We couldn't get to a phone to call the police. It is a big deal up there, especially with the high school. They are the ones that were doing the drug dealing." Chair Kurek commented, "I see, thank you. You were sworn in." Ms. Peterman remarked, "Yes." Mr. Hampson said, "I would like to know what it would take to have the taxpayers put this to a vote with the other three on the Crosstown." The Planning and Zoning Director stated, "There are only two projects on the Crosstown. I think the third one has been removed or is it still on the pipeline?" Mr. Schwerdt responded, "The third one is included with the bridge." The Planning and Zoning Director said, "Yeah, so that is a different story. It will be done as a part of the Crosstown. I would recommend attending the City Council meeting, which will be on January 23, 2017, for the Public Hearing." Mr. Hampson said, "I would like all of you to consider, if you lived on that street right by the proposed area and had to listen to all of that noise, if you had lived there for 30 something years. Thank you."

Ms. Peterman stated, "They told us they wanted that parking lot to keep people from parking on the Crosstown Parkway. The only people I have ever seen park on the Crosstown Parkway were crossing guards. I have never seen any other cars parked there. I'm concerned about that, too. I don't see a need for it. Thanks."

DEAN AROSOLINO said, "I live right across the street from the proposed parking lot at 898 Janette Avenue. I walk and jog on the Crosstown sometimes and it is a very dangerous highway. It is very dirty and when it gets finished, it is going to be very dangerous. There is hardly anybody else that walks, takes their dog, or runs on that highway. If anybody wants to park, they have soccer fields right across the street on the Crosstown where the school is. Anybody that wants to park in it, it is always empty. There are never more than two or three people out on that street. It is a very dangerous road and when the Crosstown gets finished, it is going to be twice as dangerous."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin inquired, "Is there any restriction to keep this from being a parking lot for commuter traffic and park and ride?" Mr. Finizio responded, "I would think the size would limit the use, because it is less than an acre." Secretary Martin commented, "Seventeen to 20 spaces." Mr. Finizio said, "That is the maximum and it is going to be phased. If and when it is built, there would only be ten parking spaces at first and expanding later on. Park and rides require a lot more parking spaces than that and this is not the site for that." Secretary Martin clarified, "So there are no time limitations. Somebody could pull in at 3:00 a.m., if they are parking and riding." The Planning and Zoning Director stated, "It is dawn to dusk." Mr. Finizio pointed out, "No Site Plan has been, officially, submitted yet. This is just to rezone the property." Secretary Martin said, "I know there has been a need for years for park and ride locations." Mr. Finizio stated, "There has been and they are talking about one down off of Gatlin Boulevard. This is too small for a park and

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ride." Secretary Martin said, "I understand. How many park and ride spots are on Bayshore?" Mr. Finizio responded, "One, I think." Secretary Martin said, "One location. How many cars approximately?" Mr. Finizio responded, "Oh, I don't know. I never went there." The Planning and Zoning Director said, "I'd say there is over 40. I can come back with that, as I don't know it off the top of my head." Secretary Martin said, "For the citizens that are concerned, if this turns into a park and ride, I could see where they might have some serious complaints. If it is just for people that are parking and pushing a baby carriage or walking their dog . . ." Mr. Finizio said, "That is the intent." Secretary Martin asked, "Is there any way that the Code can restrict park and ride situations?" Mr. Finizio replied, "It is not big enough for a park and ride." Secretary Martin said, "I only drive one car at a time, so if I wanted to park and ride, I guess there is no restriction, other than dusk to dawn." Mr. Finizio said, "When you talk about park and ride, you are talking about a location large enough to accommodate busses that are picking up people."

The Planning and Zoning Director said, "It won't be marketed as such and I don't believe that is what would happen here, given the fact it isn't really that easily located to the interchange. If we had those problems, then we could deal with them. First, we have to change the land use and zoning before we can put anything on it. I don't see that either." Secretary Martin commented, "Thank you."

Ms. Skurka said, "The Crosstown Parkway is one of the only roads that is long enough and lighted that you can actually train for a marathon or meet friends and walk. For years, I'm one of the illegal parkers, so I look forward to having a parking lot that I can, legally, park my car in and get my training in. Thank you."

Mr. Harrison **moved** to recommend approval to the City Council of P16-010, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

C. P16-011 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/JANETTE AVENUE – REZONING

Mr. Finizio inquired, "Do you want another presentation?" Chair Kurek responded, "Only if this is different." Mr. Finizio said, "It is not really different, no." The Planning and Zoning Director pointed out, "The one presentation was intended for both." The Planning and Zoning Attorney advised, "You can move the presentation into the record for this item." Mr. Finizio said, "I can move the presentation from P16-010 to P16-011." The Planning and Zoning Attorney said, "Request it from the Clerk." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the rezoning, based on the analysis and findings as noted in the staff reports. The City had two public meetings for these applications this past year. Thank you."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing. Secretary Martin said, "I would like to have the Clerk recognize the same comments that I had on the previous application." The Deputy City Clerk Supervisor responded in the affirmative. Ms. Skurka **moved** to recommend approval to the City Council of P16-011, City of Port St. Lucie, Crosstown Parkway Parking, Janette Avenue, Rezoning. Ms. Beutel **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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D. P16-012 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET – COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-012 is a Small Scale Comprehensive Plan Amendment that is being reviewed, concurrently, with P16-013, the City of Port St. Lucie, Crosstown Parkway, Empire Street Rezoning Application. If there is no objection, I would like to use this presentation for both projects. This Comprehensive Plan Amendment will change the future land use of 6.14 acres from Low Density Residential to Open Space Recreational, while the rezoning is being submitted, so the property will be compatible with the proposed future land use. The applicant and owner is the City of Port St. Lucie. This property is located on the southwest corner of the Crosstown Parkway and Empire Street. It is approximately 6.14 acres in size, and is currently being used as a water management tract for the Crosstown Parkway. The existing zoning is Single-Family Residential and the requested zoning is Open Space Recreational. The existing land use designation is Low Density Residential and the requested land use designation is Open Space Recreational. The Comp Plan and Rezoning is not being done for a parking lot, because they may have on-street parking at this location, however, future plans do show a possible park with recreational amenities, which could include a walking trail and exercise equipment. As indicated in the staff report, this Comprehensive Plan could see an increase in water consumption, and a decrease in the number of peak hour trips being generated with the proposed land use. Changing the land use from Low Density Residential to Open Space Recreational is not expected to have any adverse impacts on the surrounding area. The parcel is located in a residential area of the City, and the OSR Land Use should not have any adverse effects on the existing residential development. The proposed land use change is only to permit future recreation amenities on the property that may not be permitted with the current land use. The on-street parking that is being proposed on Empire will not require any external lighting, but landscaping will be provided to ensure compliance with the City's Landscape Code to help buffer it from the surrounding residential uses. There are several Goals, Policies, and Objectives in the City of Port St. Lucie's Comprehensive Plan, which help justify this development. Objective 1.1.4, Policy 1.1.4.6 (a) and Objective 1.1.7 of the Comprehensive Plan provide justification for this Comprehensive Plan Amendment, while Goal 1.1 and Policy 1.1.1.13 provide justification for the Rezoning application. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment and rezoning application, based on the analysis and findings as noted in the staff reports. There have been public meetings held this year on this application. Thank you very much."

Chair Kurek asked the Board if they have had any ex parte communications, to which all of the Board members replied in the negative.

Secretary Martin inquired, "Where on this site would the recreation amenities you described be?" Mr. Finizio responded, "Possibly, a walking trail around the pond. They talked about putting in some exercise equipment and it is being discussed. There are no plans for any of these projects being submitted, so I can't say the exact locations. I believe the plans for the exercise equipment will be along the sidewalk area, because people using the Crosstown Parkway sidewalk might stop and use the exercise equipment." Secretary Martin said, "I know there is a real nice gazebo there. If this was ever intended to be converted to a parking lot, would it have to come back before the Planning and Zoning Board?" Mr. Finizio responded, "No, because there would be a Site Plan and it would go through the Site Plan Review Committee, but not the Planning and Zoning Board." Secretary Martin stated, "At least there would be Public Hearings, if somebody decided to fill in

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the body of water and create a park and ride with 200 cars." Mr. Finizio said, "We can't control what happens in the future and it could be a park and ride years from now, if that is what they wanted to do. They still have to meet the buffering requirements and access will be limited, because it is a limited access roadway. There are a lot of things that have to be ironed out first before they can do that." Secretary Martin asked, "Okay, but with Public Hearings?" Mr. Finizio replied, "It is not a Public Hearing item, but there is a member of this Planning and Zoning Board on the Site Plan Review Committee, who can make comments."

Secretary Martin inquired, "In the previous applications, I asked what type of road Cameo was. Bayshore is a much more significant roadway, correct?" Mr. Finizio responded, "It is an arterial, I believe." Secretary Martin said, "That is a very significant road. Do you have any idea what kind of traffic patterns are at that intersection?" Mr. Finizio responded, "I do not." Secretary Martin stated, "I can tell you there is at least 20,000, going north and south on Bayshore. Once the bridge is completed, it will increase significantly."

Mr. Myrick inquired, "Where would the access be for the parking?" Mr. Finizio responded, "They are not talking about putting a parking lot on the site. They are talking about on-street parking and it would be off of Empire. The only parking spaces will be on-street parking spaces along Empire, which is on the east side of the site." Chair Kurek asked, "Is the body of water part of our stormwater network?" Mr. Finizio replied, "Yes, it catches the run off from the Crosstown Parkway." Chair Kurek clarified, "The chances of this being filled in are slim to none." Mr. Finizio said, "They would have to make alternate arrangements, if they wanted to do that. Anything is possible, as we know." Chair Kurek stated, "They would have to dig out another hole somewhere." Mr. Finizio commented, "Yes." Chair Kurek said, "It would mean they would have to dig out some houses and it is not going to happen."

Chair Kurek opened the Public Hearing.

DAVID REED said, "I have my autistic son here, Andre. We live at 1599 SW Empire Street. Can we have a prototype of what they plan to put up, physically? I have 20 questions, which I'm not going to go through, because I haven't seen the details. I'm concerned about the safety of the walkers. We have a lot of walkers along Empire Street. I also train on Empire and the Crosstown. We have a lot of children in that area and are concerned about strangers parking there, pollution, unnecessary calls for the police, and drug use. I would like to see a detailed diagram of what it is actually going to entail, before I go into my details." Chair Kurek stated, "This part of the process is to change the Comprehensive Plan and next would be the zoning to allow anything else to happen on that site. The next step would be for a design of whatever would go on the site. It is probably always going to be water there and it cannot be something that would be built around it that would cause the water not to get there. It is limited at what you can do with the site. There are only so many things they can do. They are going to be very careful not to interfere with the neighborhood. It is always the goal of the City not to interfere."

The Planning and Zoning Director said, "I think it might be advantageous for Mr. Schwerdt to get with the gentleman and give him a card. They have tentative plans, but are not there yet in this process. He would be able to help you." Mr. Reed stated, "One of my main concerns is that where I live at 1599 Empire, which is the last house on the left that is on the corner of Carter Street, is that I can sit in my driveway and allow my son to ride his bicycle to the park. We also fish over there. If there is any form of development there that has a car parking lot, it is going to endanger my child." Mr. Schwerdt said, "Staff and the consultant are here. We can show you the Comprehensive Plan, right now, that we are looking into. I can't say, right now, that the parking will be parallel to Empire Street. Adjacent to it, we are providing a sidewalk for safe access from

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Fairview Avenue up to the Crosstown Parkway." Mr. Reed asked, "How many parking spaces are we talking about? That is a big area." Mr. Schwerdt replied, "Ten spaces, total. We will have one handicapped and, approximately, nine other parking spaces. After this meeting, we can meet and discuss it, if you'd like." Mr. Reed said, "I'm concerned about the procedure on how decisions are made in that you guys put something to a vote and Secretary Martin is the only one that objected. He was avoided completely, so does that mean it just goes straight ahead without . . ." Chair Kurek explained, "The next meeting will be the City Council, who is the next body of government that will review this proposal. We are just recommending it to the City Council. There will be another Public Hearing, at that point, where they will make a determination whether to take our recommendation, whatever it is. It is still majority rules. If there are four votes in favor of it, it goes onto the City Council for the final approval." Mr. Reed said, "Okay. Thank you." The Planning and Zoning Director said, "Mr. Finizio, I would get his contact information, so we can inform him of the City Council meeting." Mr. Finizio responded in the affirmative.

VINCENT GUIDO inquired, "I live at 1581 SW Bayshore Boulevard. Along with what Secretary Martin was bringing up, since this is going to be on-street parking, are there going to be any limitations on time, since this is not a parking lot and is just public roadway parking? Can cars park there for 24 hours at a time? How are you going to enforce it?" The Planning and Zoning Director responded, "We have to get through the land use and zoning. The land use is going from low density to Open Space and is probably not a bad decision, regardless of what we do in the future. It is a pond that is, currently, used for recreation and people can sit on the benches that surround the lake. The next step would be the potential development or lack thereof. At this point in the process, we are not there yet." Mr. Guido stated, "If you just make it on-street parking, presently, there are no limitations, right?" The Planning and Zoning Director responded, "I understand that you are concerned about the on-street parking. We aren't putting on-street parking in now. The two items before the Board are related to the future land use and the zoning. The next step would be the Site Plan, and that is where we need another public input meeting to show everybody what we are doing again. That would be the next step and, at this point, no, we don't know how we would control it, but Mr. Schwerdt can answer that." Mr. Guido questioned, "The parking lot is not part of this so far? The parking is not included in what you are doing right now?" The Planning and Zoning Director answered, "Right." Mr. Schwerdt said, "The parking will have signs that indicate from dusk to dawn. If you look at Macedo from Thornhill to Prima Vista, we have adjacent on-street parking. It also has signs, from dusk to dawn, and is patrolled." Mr. Guido remarked, "Thank you very much." Mr. Sanders inquired, "Currently, the on-street parking would be in the right-of-way and wouldn't require a land use change any way, right?" The Planning and Zoning Director responded, "That is true. That is correct." Mr. Sanders commented, "Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "For 13 years, I have lived one block away from this and was thrilled when they started knocking houses down on West Virginia. It took many, many years for the Crosstown to be completed. When it was, it was worth the wait. I used to walk my dog and he would pull me on a skateboard. I sat and read books at the park bench. I love the area. The City has gone through an exhaustive effort to provide a neighborhood identity, and I like the idea of this neighborhood enjoying this amenity. This gentleman and his son, obviously, enjoy that body of water. It is something that I think if they brought their friends and family from out of town or out of state to their neighborhood, they would brag about it and be thrilled. They would bring their friends and relatives to this amenity. It is great that people can come and enjoy it as well. There is already a very limited amount of places for people to pull off on the Crosstown Parkway to utilize this particular amenity. I have the same concern. I'm not being skeptical about the City, but I am being

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skeptical about the City; if this turns into a parking lot, the 6.8 acres, and you have 100-plus parking spaces in the future without any Public Hearings . . ." The Planning and Zoning Director interjected, "Can I address it, Secretary Martin?" Secretary Martin commented, "Sure."

The Planning and Zoning Director said, "There are no places to pull off on the Crosstown and park. There are bus spots and that is where some of the school crossing guards park. Legally, there is no place for somebody to do that. We aren't looking to fill in the lake. Granted, we don't know what is going to happen in 50 or 100 years, but the stormwater requirements are only going to increase and not decrease in the future. To say that is going to happen, I just don't see it. As Mr. Sanders mentioned, you can park on the side of the street without doing any of this. The land use is to go to Open Space Recreation. The citizens of Port St. Lucie paid for that lake, all of us, as a result of the bond issue for that road improvement. All we are saying, and we are saying it about the Crosstown Parkway, is let's all enjoy it. Right now, all of us can't enjoy it. I'm not trying to make life harder for any resident, as that is not our intent. There are people that would like to enjoy that facility and it is a parkway. It is a beautiful road in the City of Port St. Lucie that most of us can't enjoy, because we have to park far away or we can't park at all. We are talking a minimum of 35 to 40 spaces, collectively, on these two parcels. If we do a road improvement on Empire, obviously, we will work with the adjacent residential homeowners. We don't need any special permission to do that, as it is all road right-of-way. We would like to, if we have the resources, eventually look at a recreation amenity on this site that all of us can enjoy; a walking trail around the lake, which is a nice thing to have. We have several that have it, and maybe some exercise spots, the outdoor exercise stations. It is something that they were looking at and that is all this is. It is not deceptive and we are not trying to ruin anyone's life. We are just trying to make an existing public facility that has been paid for by the taxpayers available to everyone."

Secretary Martin said, "I have a healthy respect for what these people have in their own backyard. There are people that could pull in on Empire that live in the Rosser area. I understand that, technically, it is not the correct time to talk about my concerns and the Comprehensive Plan Amendment and maybe it would be more appropriate in the Rezoning. I don't have any reservations about expressing my opinion and I appreciate yours."

Chair Kurek said, "Mr. Reed, the Public Hearing is closed, sorry. If you want more information, you can talk to the engineer or Ms. Tobin after the meeting. The Public Hearing is over." Mr. Reed asked, "I'd like to address something, please?" Chair Kurek replied, "No, you may not. I'm sorry."

Mr. Sanders stated, "Anytime the City has built a roadway or a sidewalk, it becomes a really big attractor. If you remember the tragedy that occurred over off of Green River Parkway, where people had to walk great distances to get to that attractor and got hit by an impaired driver. Part of what the City is trying to do is to provide good recreational spaces, so people can get to them. I applaud the City for what they are trying to do. It is really what we need to do to make those spaces open to people that live further away and not those that just live right next to the Crosstown Parkway."

Mr. Harrison **moved** to recommend approval to the City Council of P16-012, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Comprehensive Plan Amendment, Small Scale. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

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E. P16-013 CITY OF PORT ST. LUCIE – CROSSTOWN PARKWAY PARKING/EMPIRE STREET - REZONING

Mr. Finizio said, "I have been sworn in. The official file has been submitted to the City Clerk more than five days prior to this hearing. Madam Clerk, please enter the file into the record." The Deputy City Clerk Supervisor responded in the affirmative. Mr. Finizio stated, "P16-013 is a Rezoning application. Since it is the same presentation as the previous item, I would like recommend the presentation for P16-012 be used for this item as well. The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed rezoning application, based on the analysis and findings as noted in the staff report. There have been two Public Hearings held for these applications in this past year."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing.

Secretary Martin said, "I probably was a little, technically, incorrect. My comments on P16-012, I'd like to be reflected in P16-013." Mr. Harrison **moved** to recommend approval to the City Council of P16-013, City of Port St. Lucie, Crosstown Parkway Parking, Empire Street, Rezoning. Ms. Skurka **seconded** the motion, which **passed** by roll call vote with Chair Kurek, Ms. Skurka, Mr. Harrison, Mr. Myrick and Ms. Beutel voting in favor and Secretary Martin voting against.

DRAFT

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

TO: **PLANNING AND ZONING BOARD - MEETING OF DECEMBER 6, 2017**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **CITY OF PSL/CROSSTOWN PKWY EMPIRE STREET REZONING APPLICATION PROJECT NO. P16-013**

DATE: **NOVEMBER 22, 2016**

PROPOSED USE: The City is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application. The rezoning is being submitted so the property will be compatible with the proposed future land use. It is the intent of the City to construct a parking lot so residents can better access the recreational amenities on Crosstown Parkway.

APPLICANT/OWNER: City of Port St. Lucie.

LOCATION: The southwest corner of Empire Street and Crosstown Parkway.

LEGAL DESCRIPTION: Water Management (WMT) 7 of the Crosstown Parkway Plat.

SIZE: Approximately 6.14 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently being used as a water management tract for the Crosstown Parkway.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RL	RS-2	Crosstown Parkway
S	RL	RS-2	Existing residences
E	RL	RS-2	Existing residences
W	RL	RS-2	Existing residences

REQUESTED ZONING: OSR (Open Space Recreational).

FUTURE LAND USE: Currently the future land use for this property is RL (Low Density Residential), but a comprehensive plan amendment application has been submitted (P16-012) to change the future land use to OSR (Open Space Recreational).

IMPACTS AND FINDINGS:

Land Use Consistency: This project is found to be consistent with the direction and policies of the Comprehensive Plan and with the proposed OSR future land use designation. The supporting goal and policies from the City's Comprehensive Plan are Goal 1.1, and Policy 1.1.1.13.

Goal 1.1 provides for an appropriate mix of land uses to meet the needs of current and future residents of Port St. Lucie in a way that is environmentally acceptable, and developed concurrent with needed facilities and services. Policy 1.1.4.13 confirms that the current conversion chart indicates that OSR zoning is a compatible zoning district with the OSR future land use classification.

Compliance With Conversion Area Requirements: This area is not located in any conversion area.

Sewer/Water Service: Port St. Lucie Utility Systems Department will provide water and sewer service to this development. As noted in accompanying comprehensive plan amendment (P16-012 City of PSL/Crosstown Parkway Empire Street Small Scale Comprehensive Plan Amendment), this property is being rezoned to allow future recreational amenities on the site. At this time there is no intention of providing sewer or water for this project.

Environmental: This site was part of the Crosstown Parkway expansion and plat, and as such the site has already been cleared, and does not contain any uplands or have any unique environmental features. It is being used as a water management tract for the Crosstown Parkway, so much of the site contains a detention pond. As part of any future site plan process, the site will be required to provide all required landscaping as outlined in the City's Landscape Code (Chapter 154).

Schools: Not applicable as this is does not have a residential component for this project.

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

STAFF RECOMMENDATION:

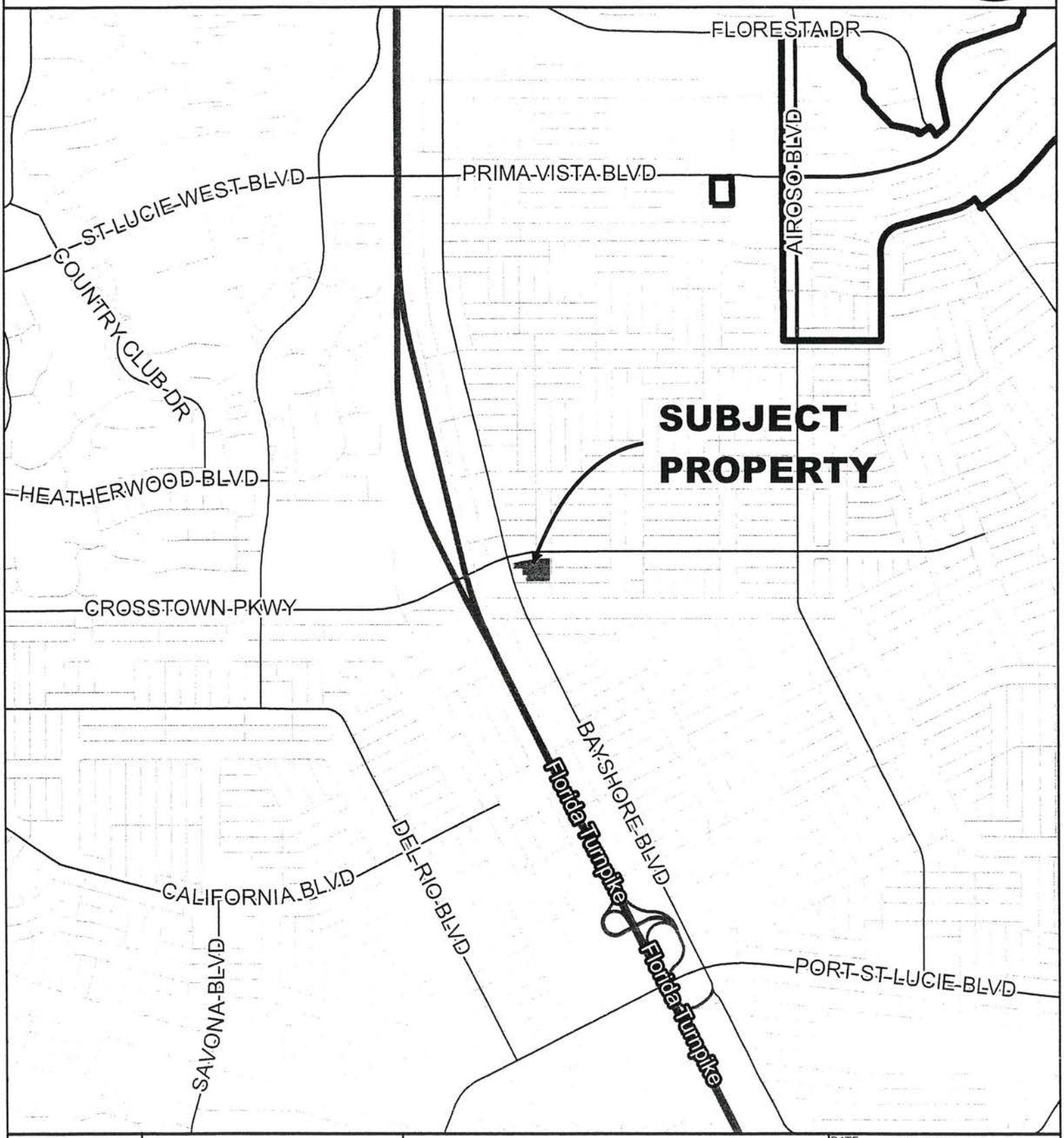
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

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

GENERAL LOCATION

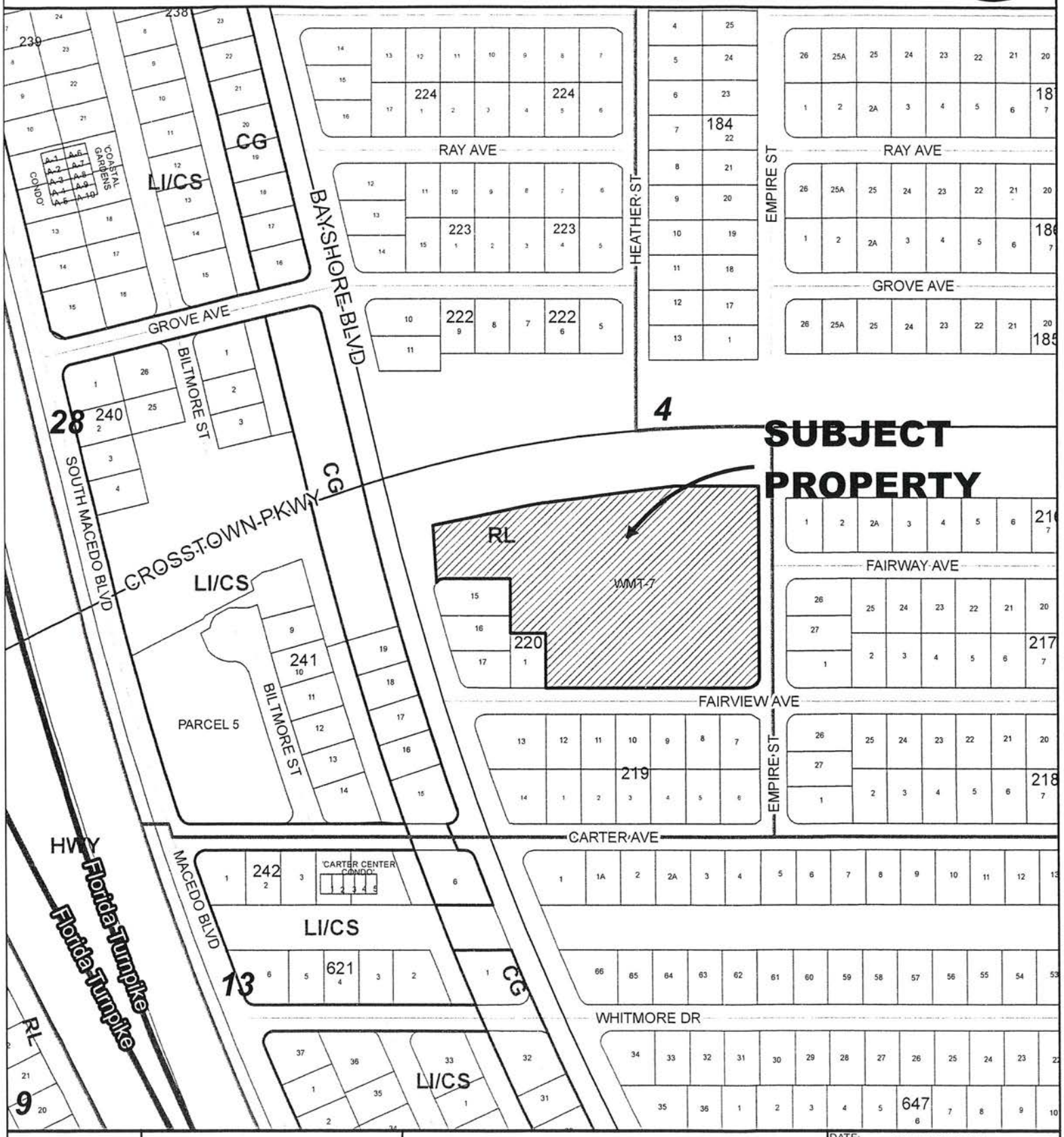


CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7	DATE: 2/24/2016 APPLICATION NUMBER: P16-013 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL

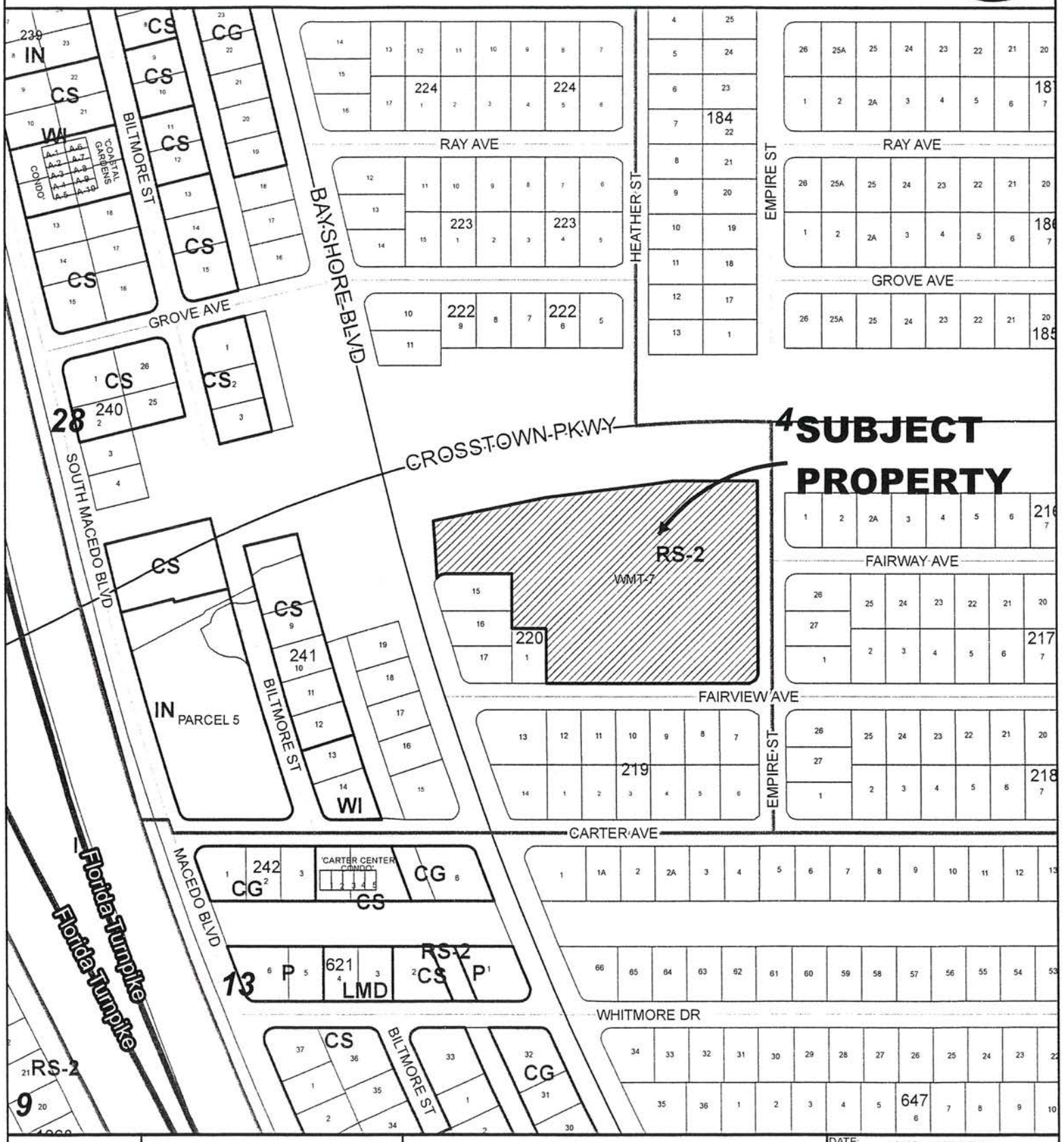
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7 AERIAL DATE 2014	DATE: 2/24/2016 APPLICATION NUMBER: P16-013 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7	DATE: 2/24/2016 APPLICATION NUMBER: P16-013 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING CROSSTOWN PARKWAY PARKING WATER MANAGEMENT TRACT NO. 7	DATE: 2/24/2016 APPLICATION NUMBER: P16-013 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: jfinizio@cityofportstlucie.com

PROPERTY OWNER:

Name: City of Port St. Lucie

Address: 121 SW Port St. Lucie Blvd, PSL, FL 349984

Telephone No.: (772) 871-5163 FAX No.: _____

AGENT OF OWNER (if any)

Name: _____

Address: _____

Telephone No.: _____ FAX No: _____

PROPERTY INFORMATION

Legal Description: Crosstown Parkway Water Management Tract (WMT) 7
(Include Plat Book and Page)

Parcel I.D. Number: 3335-601-0009-0006

Current Zoning: RS-2 (Single Family Residential

Proposed Zoning: OSR (Open Space Recreational)

Future Land Use Designation: OSR Acreage of Property: 6.14

Reason for Rezoning Request: _____

To permit the development of a small off-street parking facility as part of the Crosstown Parkway Recreational Trial.

Jeff Bremer
*Signature of Owner

JEFF BREMER
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.

Prepared by the City of Port St. Lucie
P&Z Department

February 5, 2016

0.02 0.01 0 0.02 0.04 0.06 0.08
Miles

N

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, December 20, 2016 12:32 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 2074_001.pdf

Hi John –
See attached. I do have a few minor corrections and (hopefully) self-explanatory questions.
Please review and let me know if you need any clarification.
Once these changes are made, all is approved.
Thank you and hope you have a wonderful holiday if I don't speak with you sooner.
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Friday, December 16, 2016 2:41 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

Hope everything is going well. I have a bunch (6) of ordinances that I need you to review for me. I am planning on putting all these applications on the January 9, 2017 CC agenda. These ordinances are for the following projects, which were just reviewed at P&Z last week:

P16-010 City of PSL/Crosstown Pkwy Janette Ave CPA,
P16-011 City of PSL/Crosstown Pkwy Janette Ave Rezoning ,
P16-012 City of PSL/Crosstown Pkwy Empire St CPA,
P16-013 City of PSL/Crosstown Pkwy Empire St Rezoning,
P16-138 Arcco of St Lucie PUD Amendment, and
P16-171 George Callas Holding Rezoning.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: **January 23, 2017**
and Quasi-Judicial Hearing on:
February 13, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-12 Ekonomy Storage – Small Scale Comprehensive Plan Amendment (P16-203)
Submittal Date:	1/6/2017

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

BACKGROUND: This is a small scale comprehensive plan amendment application to change the future land use of 1.38 acres from General Commercial (CG) to CS (Service Commercial).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on January 6, 2017.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on January 3, 2017.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: The property is located on the west side of Buckhart Street, between Gatlin Boulevard and Hayworth Avenue.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED

JAN 1 1 2017

CITY MANAGER'S OFFICE

ORDINANCE 17-12

COUNCIL ITEM 10F
DATE 1/23/17

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR EKONOMY STORAGE (P16-203) TO CHANGE THE FUTURE LAND USE DESIGNATION CG (GENERAL COMMERCIAL) TO CS (SERVICE COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 31, BLOCK 1705, LOTS 11, 12, 16, 17, 18, AND 19 AND LOCATED ON THE WEST SIDE OF BUCKHART STREET, BETWEEN GATLIN BOULEVARD AND HAYWORTH AVENUE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from George Callas (P16-203) for property legally described as Port St. Lucie Section 31, Block 1705, Lots 11, 12, 16, 17, 18, and 19, and located on the west side of Buckhart Street between Gatlin Boulevard and Hayworth Avenue, for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 1.38 acres from the future land use designation of CG (General Commercial) to the future land use designation of CS (Service Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly

designated as the local planning agency pursuant to Section 163.3174, et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-203) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on the February 13, 2017 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-203) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 1.38 acres of land legally described as Port St. Lucie Section 31, Block 1705, Lots 11, 12, 16, 17, 18, and 19, and located on the west side of Buckhart Street between Gatlin Boulevard and Hayworth Avenue, by changing the future land use designation from CG (General Commercial) to the future land use designation of CS (Service Commercial).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or

ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of February, 2017.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

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

TO: **PLANNING & ZONING BOARD - MEETING OF JANUARY 3, 2017**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **EKONOMY STORAGE**
COMPREHENSIVE PLAN AMENDMENT APPLICATION – SMALL SCALE
PROJECT NO. P16-203

DATE: **DECEMBER 13, 2016**

PROPOSED PROJECT: This is a small scale comprehensive plan amendment application to change the future land use of 1.38 acres from General Commercial (CG) to CS (Service Commercial).

APPLICANT: Engineering Design & Construction, Inc. The authorization letter is attached to the staff report.

OWNERS: ~~Caren H. Rey, George Callas, and the George Callas Irrevocable Trust~~. Ekonomy Self Storage, Inc.

LOCATION: The property is located on the west side of Buckhart Street, between Gatlin Boulevard and Hayworth Avenue.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1705, Lots 11, 12, 16, 17, 18 & 19.

SIZE: Approximately 1.38 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	CG	CG	Existing Storage Facility
S	CG	RS-2	Vacant
E	CS	PUD	Vacant
W	CS	CS	Existing commercial facilities

EXISTING LAND USE DESIGNATION: CG (General Commercial).

REQUESTED LAND USE DESIGNATION: CS (Service Commercial).

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service to this development. A comparison of the potable water and wastewater demand for the existing land use (General Commercial) is as follows:

Water Calculations for existing land use (CG)					
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
CG	24,045	125	**3,006**	**106.25**	**2,555**

Potable water and wastewater demand for the proposed land (Service Commercial) is as follows:

Water Calculations for proposed land use (CS)					
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
CS	24,045	150	**3,607**	**127.5**	**3,066**

The Service Commercial Land Use Designation is adding an industrial element to the permitted uses. With the introduction of this industrial component, there will be an increase in the water demand with this land use amendment. The proposed land use will have a water demand of 3,607 gpd, with a total wastewater generation of 3,066 gpd, which is a little less than a 20% increase from the existing water usage.

Land Use	Water (gpd)	Wastewater (gpd)
Existing (CH)	3,006	2,555
Proposed (CS)	3,607	3,066
Difference	601	511

However, even with the increase in water demand (20%), the maximum densities for these land uses, as identified in the City's Comprehensive Plan (40% coverage) are not changing, and since this is a relatively small parcel (1.38 acres), the increase in water demand should not have any adverse impact on the City's facilities. Also, both potable water distribution and sanitary sewer collection systems are available for this property, and there is adequate water and wastewater facility plant capacity.

Transportation: The maximum number of vehicle trip ends projected to be generated from the existing future land use is approximately 435 a.m. peak hour trips, and 287 p.m. peak hour trips (ITE, Land Use Codes 934 (Fast Food Restaurant with Drive-Through), and 814 (Specialty Retail Center)).

Traffic Analysis for current land use (CG)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
934	Fast Food Restaurant	4,045 sf	Average Rate = 54.81	**221**	Average Rate = 46.14	**187**
814	Specialty Retail	20,000 sf	T=4.91(X) + 115.59	**214**	Average Rate = 5.02	**100**
Total				**435**		**287**

The maximum number of vehicle trip ends projected to be generated from the proposed future land use is approximately 435 a.m. peak hour trips, and 287 p.m. peak hour trips (ITE, Land Use Codes 814 (Specialty Retail Office), and 150 (Warehousing)).

Traffic Analysis for current land use (CS)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
814	Specialty Retail	14,000 sf	T=4.91(X) + 115.59	**184**	Average Rate = 5.02	**70**
150	Warehousing	10,045 sf	Ln(T) =0.70 Ln(X) + 1.11	**15**	Ln(T)=0.78 Ln(X) + 0.72	**12**
Total				**199**		**82**

There is quite a bit of overlap with the proposed CS Future Land Use, and the CG Land Uses. In fact, all permitted uses in the General Commercial Zoning District are permitted in the Service Commercial Zoning District. This means that many of the uses in the current CG land use, will still be permitted in the proposed CS Land Use, with

some exceptions. For example, restaurants will still be allowed, but drive-through facilities are not a permitted use. One notable difference between the CG and CS Land Uses is the introduction of light industrial uses. Most, if not all the industrial uses permitted by the CS Land Use will generate fewer vehicle trip ends. So, at the most there would be an equal number of vehicle trip ends end with the proposed CS Land Use, however more than likely there will be a reduction in the vehicle trips as the above table indicates. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition." This comprehensive plan amendment could see a marked decrease in vehicle trip ends.

Parks/Open Space: This is a commercial development and this criterion is not applicable.

Schools: Since there is no residential component to this project school concurrency will not apply.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards as well as documenting other drainage issues if applicable.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: As outlined in the Environmental Assessment report included with the application, the site currently contains a mixture of vegetation. This mixture includes native, exotic and nuisance species.

The report did specify that native upland habitat does exist on the property, mostly in the form of pine flatwoods. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed. Therefore, a tree survey will be required to be submitted for the site plan process.

Flood Zone: This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 17 which is located at 10240 Village Parkway Drive. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This project will not negatively impact adequate service delivery from the fire district.

Compatibility Analysis: Changing the land use from CG (General Commercial) to CS (Service Commercial) is not expected to have any adverse impact on the surrounding area. This property is part of the City of Port St. Lucie's Conversion Area, and is adjacent to a major mixed use PUD (Gatlin Commons) in the City, which also has a CS land use element adjacent to these lots. In this particular area, south of Gatlin Boulevard east of the Interstate 95 interchange, all the parcels have some sort of commercial land use. As expected, the CS Land Use does add more industrial uses, but this should not have much of an adverse effect on this area since most of the lots surrounding these lots already have a CS Land Use. As proposed, the land use change is compatible with the surrounding land uses.

Justification/Mitigation: Policy 1.1.4.2 (d), Objective 1.1.8 and Policy 1.1.8.4 of the City's Comprehensive Plan provide justification for this amendment. Policy 1.1.4.2 (d) identifies that the City needs to provide more CS (Service Commercial) land use. Objective 1.1.8 allows the City to initiate and utilize planning and development controls that discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance. Objective 1.1.8.4 allows for the expanding and defining of commercial nodes where appropriate and utilization of urban design standards and techniques to beautify and enhance community appearance along major corridors.

STAFF RECOMMENDATION:

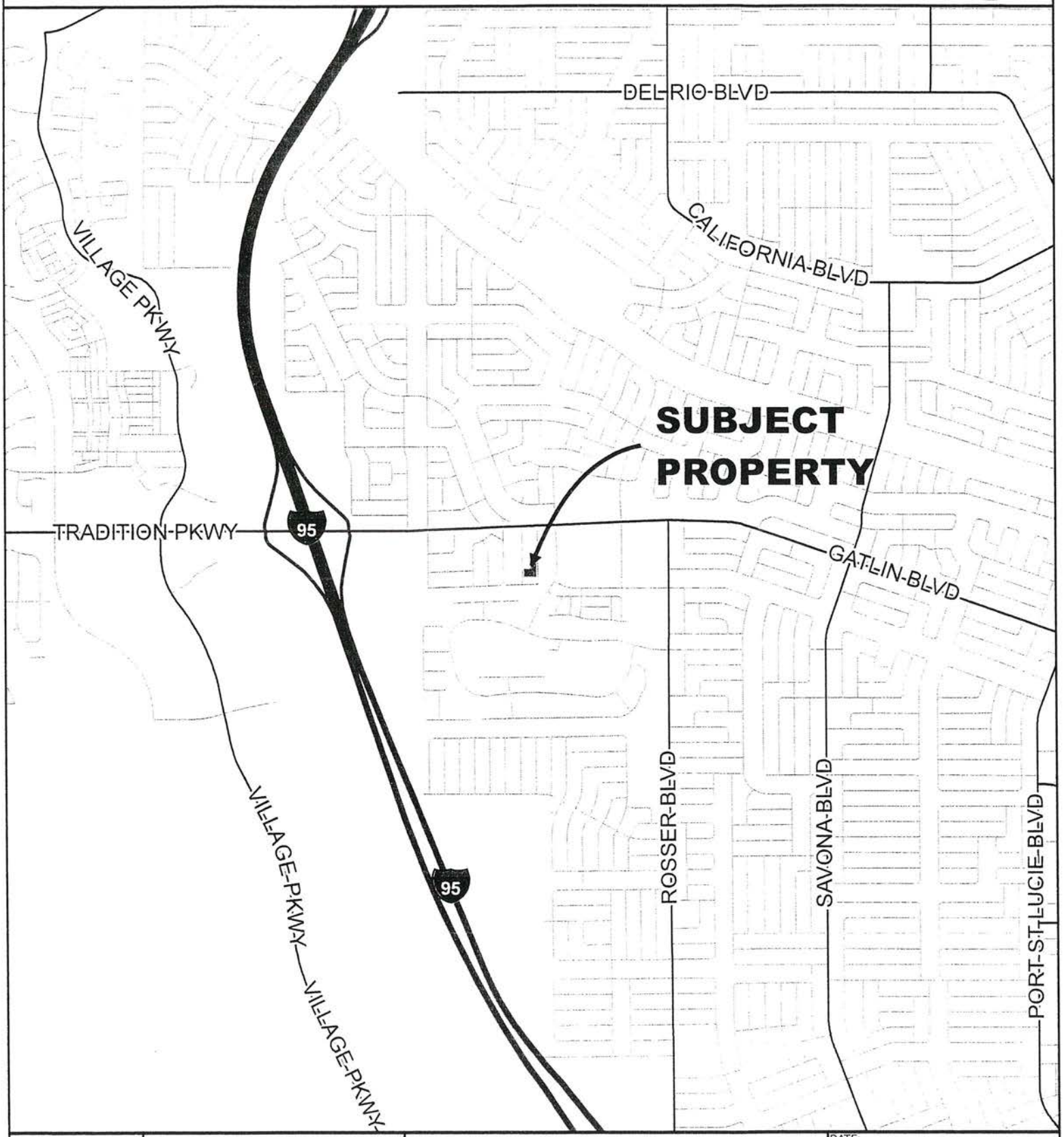
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

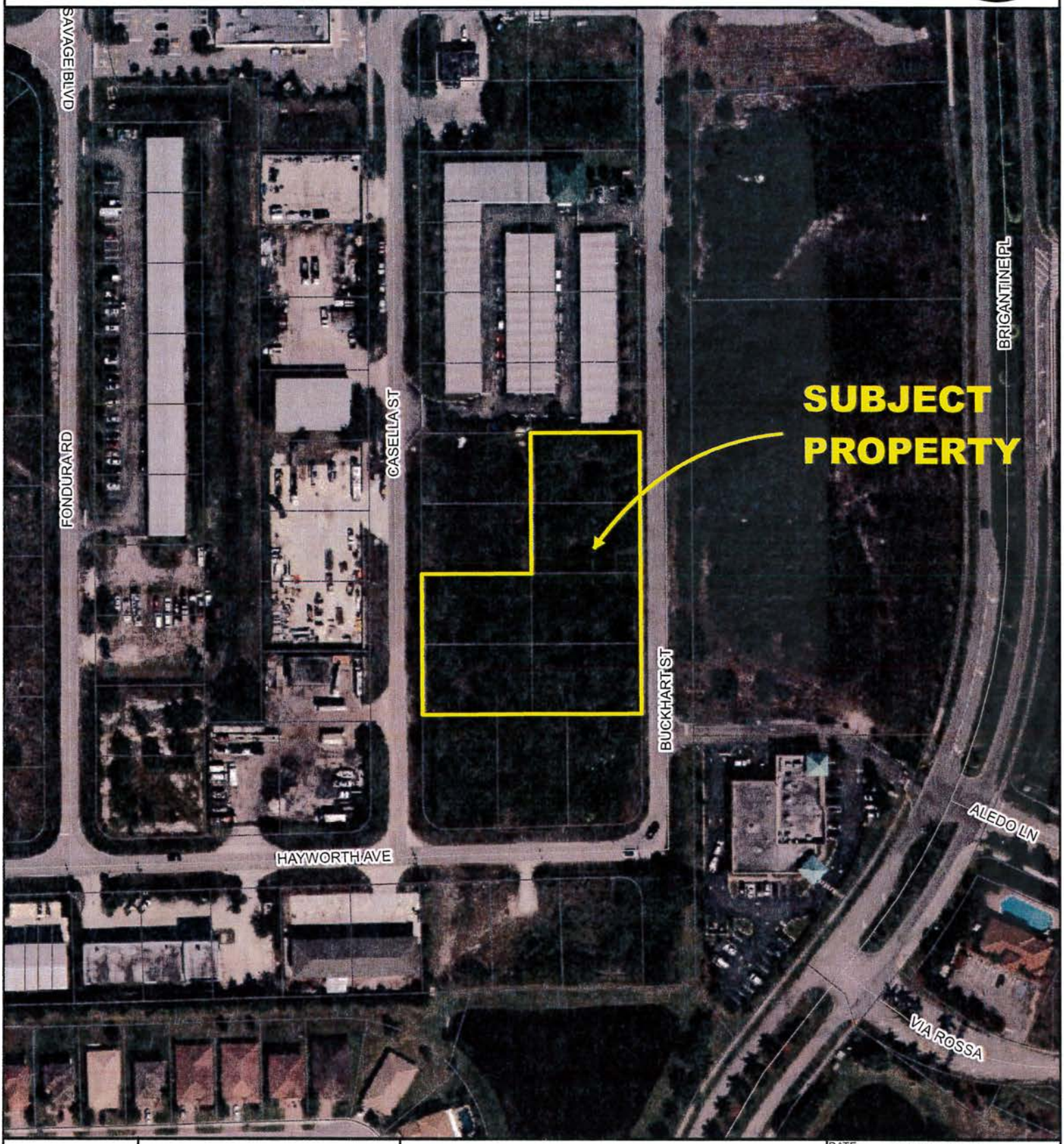
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



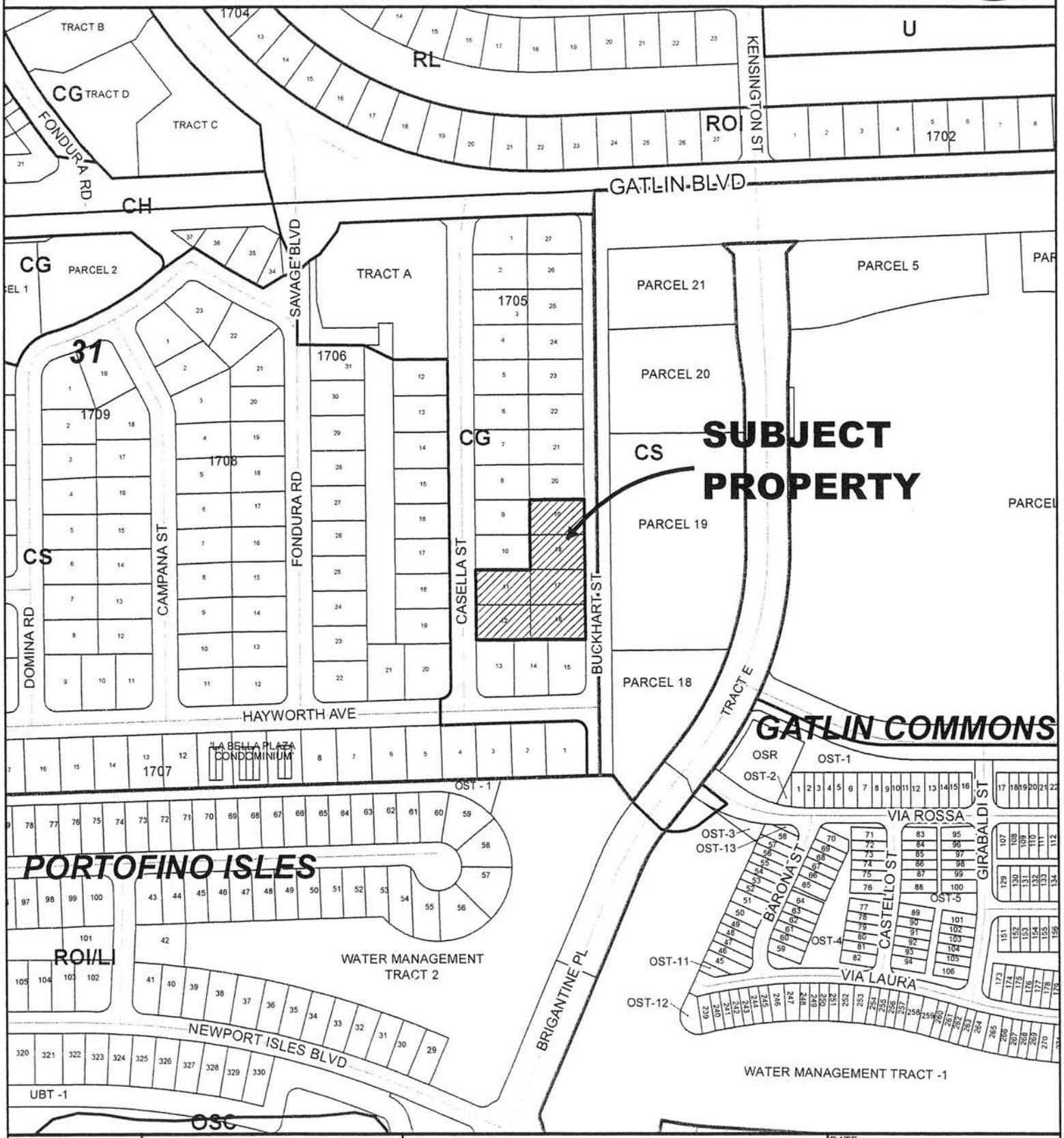
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12 & 16-19	DATE: 12/5/2016 APPLICATION NUMBER: P16-203 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



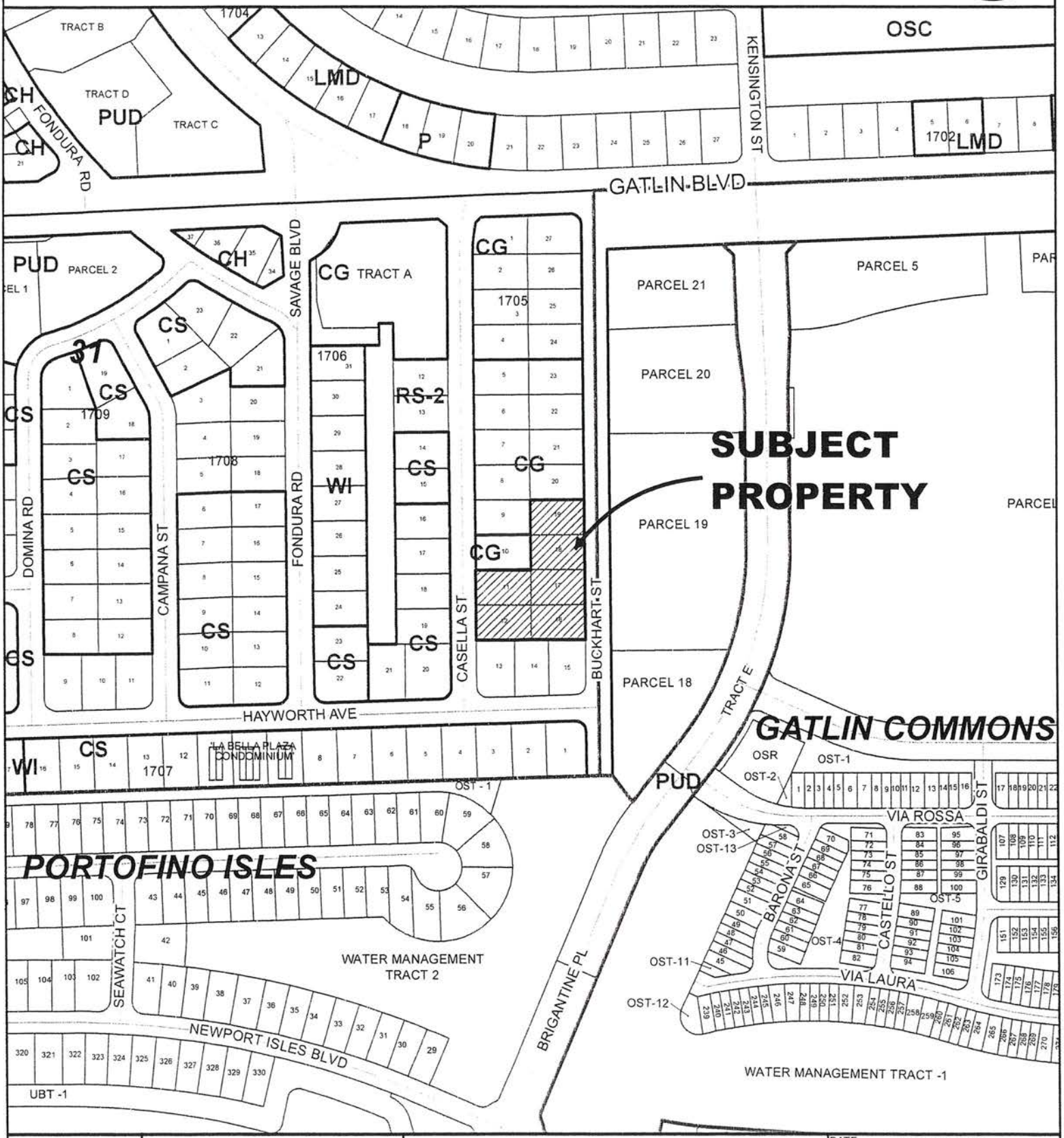
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12 & 16-19 AERIAL DATE 2014	DATE: 12/5/2016 APPLICATION NUMBER: P16-203 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12 & 16-19	DATE: 12/5/2016 APPLICATION NUMBER: P16-203 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12 & 16-19	DATE: 12/5/2016 APPLICATION NUMBER: P16-203 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: Ekonomy Self Storage, Inc.

Address: 2732 SW Buckhart Street, Port St. Lucie, FL 34953

Telephone No.: 561-348-4414 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.: 772-340-4990 FAX No: NA

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) Lots 11, 12, 16, 17, 18 & 19, Block 1705

Parcel I.D. Number: 3420-650-0998-000-8, 3420-650-0999-000-5, 3420-650-1003-000-4, 3420-650-1004-000-1, 3420-650-1005-000-8, 3420-650-1006-000-5

Current Zoning: SFR

Proposed Zoning: Service Commercial

Future Land Use Designation: CG Acreage of Property: 1.38 acres

Reason for Rezoning Request:
To allow for the development of a self storage facility expansion.

*Signature of Owner	Bradley J. Currie Hand Print Name	12/19/16 Date

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

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

Ekonomy Self Storage, Inc.
2732 SW Buckhan Street
Port St. Lucie, FL 34953

AGENT CONSENT FORM

Project Name: Ekonomy Mini Storage

Parcel ID: 3420-650-0998-000-8, 3420-650-0999-000-5, 3420-650-1003-000-4, 3420-650-1004-000-1, 3420-650-1005-000-8, 3420-650-1006-000-5, 3420-650-1010-000-6 and 3420-650-0992-000-6

BEFORE ME THIS DAY PERSONALLY APPEARED Donald Pascale, 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 13th day of Dec., 2016, by Donald Pascale (Name of Person Acknowledging) who is personally known to me or who has produced FL. D.L. (type of identification) as identification and who did (did not) take an oath.

Patricia Sesta
Notary Signature

Patricia Sesta
Printed Name of Notary

Patricia M. Sesta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF983414
Expires 8/11/2020
(Notary Seal)

8-11-2020
My commission expires

Owner's Signature

Donald Pascale
Owner's Name

2732 SW Buckhart St
Street Address

Port Saint Lucie FL
City, State, Zip

561 301 2568
Telephone / Email

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258773 OR BOOK 3943 PAGE 2228, Recorded 12/16/2016 11:57:26 AM Doc Tax: $1050.00

Prepared by and return to:

Conrad Damon, Esq.
Ward Damon, PL
4420 Beacon Circle
West Palm Beach, FL 33407
(561) 842-3000
Incident to the issuance of a title insurance commitment
Consideration: **$150,000.00**
File Number: **4693-37**
PCN: **3420-650-0998-000/8; 3420-650-0999-000/5; 3420-650-1003-000/4**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made as of this 15th day of December, 2016, from **Alex Binstock, as Trustee of the George Callas Irrevocable Trust Agreement dated August 6, 1997**, with an address of 9100 S Dadeland Blvd., Suite 1600, Miami, FL 33156, *hereinafter called the Grantor*, to **Ekonomy Self Storage, Inc., a Florida corporation, of 2732 SW Buckhart Street, Port Saint Lucie, FL 34953**, *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 said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying and being in **SAINT LUCIE** County, Florida:

> **Lots 11, 12 and 16, Block 1705, PORT ST. LUCIE SECTION THIRTY ONE, according to plat thereof as recorded in Plat Book 14, Page 22, of the Public Records of St Lucie County, Florida.**

Said property is vacant land and not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel Identification Number: 3420-650-0998-000/8; 3420-650-0999-000/5; 3420-650-1003-000/4

> **Subject to taxes for 2017 and subsequent years, governmental and zoning matters, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, none of which are meant to be reimposed hereby.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Alex Binstock, as Trustee of the George Callas Irrevocable Trust Agreement dated August 6, 1997

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to, subscribed and acknowledged before me this 13th day of December, 2016, by Alex Binstock, as Trustee of the George Callas Irrevocable Trust Agreement dated August 6, 1997, who is personally known to me or has produced N/A as identification.

SEAL

VICTORIA CORTE
MY COMMISSION # FF 132068
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Victoria Corte
Printed Notary Name
My Commission Expires: Sept 19, 2018

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258774 OR BOOK 3943 PAGE 2230, Recorded 12/16/2016 11:57:26 AM Doc Tax: $700.00

Prepared by and return to:

Conrad Damon, Esq.
Ward Damon, PL
4420 Beacon Circle
West Palm Beach, FL 33407
(561) 842-3000
Incident to the issuance of a title insurance commitment
Consideration: **$100,000.00**
File Number: **4693-37**
PCN: **3420-650-1001-000/0 and 3420-650-1005-000/8**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made as of this 15th day of December, 2016, from **George J. Callas a/k/a George Callas, a married man,** with an address of 3720 NE 209th Ter, Aventura, FL 33180, *hereinafter called the Grantor,* to **Ekonomy Self Storage, Inc., a Florida corporation, of 2732 SW Buckhart Street, Port Saint Lucie, FL 34953**, *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 said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying and being in **SAINT LUCIE** County, Florida:

> **Lots 14 and 18, Block 1705, PORT ST. LUCIE SECTION THIRTY ONE, according to plat thereof as recorded in Plat Book 14, Page 22, of the Public Records of St Lucie County, Florida.**

Said property is vacant land and not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon, and that Grantor's homestead is 3720 NE 209th Ter, Aventura, FL 33180.

> **Parcel Identification Number: 3420-650-1001-000/0 and 3420-650-1005-000/8**

> **Subject to taxes for 2017 and subsequent years, governmental and zoning matters, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, none of which are meant to be reimposed hereby.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

George J. Callas a/k/a George Callas

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 13th day of December, 2016, by George J. Callas a/k/a George Callas, who is personally known to me or has produced N/A as identification.

NOTARY PUBLIC

SEAL

VICTORIA CORTE
MY COMMISSION # FF 132086
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

Printed Notary Name

My Commission Expires: Sept. 19, 2018

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258775 OR BOOK 3943 PAGE 2232, Recorded 12/16/2016 11:57:26 AM Doc Tax: $700.00

Prepared by and return to:

Conrad Damon, Esq.
Ward Damon, PL
4420 Beacon Circle
West Palm Beach, FL 33407
(561) 842-3000
Incident to the issuance of a title insurance commitment
Consideration: **$100,000.00**
File Number: **4693-37**
PCN: **3420-650-1004-000/1 and 3420-650-1006-000/5**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made as of this 15th day of December, 2016, from **Carmen H. Callas f/k/a Carmen H. Rey, a married woman,** with an address of 3720 NE 209th Ter, Aventura, FL 33180, *hereinafter called the Grantor,* to **Ekonomy Self Storage, Inc., a Florida Corporation, of 2732 SW Buckhart Street, Port Saint Lucie, FL 34953**, *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 said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying and being in **SAINT LUCIE** County, Florida:

> **Lots 17 and 19, Block 1705, PORT ST. LUCIE SECTION THIRTY ONE, according to plat thereof as recorded in Plat Book 14, Page 22, of the Public Records of St Lucie County, Florida.**

Said property is vacant land and not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon, and that Grantor's homestead is 3720 NE 209th Ter, Aventura, FL 33180.

> **Parcel Identification Number: 3420-650-1004-000/1 and 3420-650-1006-000/5**

> **Subject to taxes for 2017 and subsequent years, governmental and zoning matters, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, none of which are meant to be reimposed hereby.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Carmen H. Callas f/k/a Carmen H. Rey

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 15th day of December, 2016, by Carmen H. Callas f/k/a Carmen H. Rey, who is personally known to me or has produced N/A as identification.

SEAL

VICTORIA CORTE
MY COMMISSION # FF 132088
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Printed Notary Name

My Commission Expires: Sept. 19, 2018

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10G
Meeting Date: **January 23, 2017**
and Quasi-Judicial Hearing on:
February 13, 2017

TO:	Mayor and City Council
VIA:	Russ Blackburn, City Manager
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 17-13 Ekonomy Self Storage – Rezoning (P16-187)
Submittal Date:	1/6/2017

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

BACKGROUND: This rezoning application will change the zoning designation of 1.38 acres from RS-2 (Single Family Residential) to CS (Service Commercial). This application is being reviewed concurrently with a comprehensive plan amendment (P16-203 Ekonomy Storage Small Scale Comprehensive Plan Amendment) which is proposing changing the future land use from CG (General Commercial) to CS.

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 January 6, 2017.

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 municipaiity..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this rezoning on January 3, 2017.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: The property is located on the west side of Buckhart Street, between Gatlin Boulevard and Hayworth Avenue.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
JAN 1 1 2017
CITY MANAGER'S OFFICE

COUNCIL ITEM 10G
DATE 1/23/17

ORDINANCE 17-13

AN ORDINANCE TO REZONE 1.38 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF BUCKHART STREET, BETWEEN GATLIN BOULEVARD AND HAYWORTH AVENUE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS EKONOMY SELF STORAGE, P16-187; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ekonomy Self Storage, Inc., seeks to rezone approximately 1.38 acres of property located on the west side of Buckhart Street, between Gatlin Boulevard and Hayworth Avenue, and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on January 3, 2017 to consider the rezoning application (P16-187), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on the February 13, 2017, to consider the rezoning application (P16-187), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 31, Block 1705, Lots 11, 12, 16, 17, 18, and 19, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

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

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of February, 2017.

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 JANUARY 3, 2017**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **EKONOMY SELF STORAGE REZONING APPLICATION PROJECT NO P16-187**

DATE: **DECEMBER 13, 2016**

PROPOSED PROJECT: This rezoning application will change the zoning designation of 1.38 acres from RS-2 (Single Family Residential) to CS (Service Commercial). This application is being reviewed concurrently with a comprehensive plan amendment (P16-203 Ekonomy Storage Small Scale Comprehensive Plan Amendment) which is proposing changing the future land use from CG (General Commercial) to CS.

APPLICANT: Engineering Design & Construction, Inc. The authorization letter is attached to the staff report.

OWNERS: ~~Caren H. Rey, George Callas, and the George Callas Irrevocable Trust.~~ Ekonomy Self Storage, Inc.

LOCATION: The property is located on the west side of Buckhart Street, between Gatlin Boulevard and Hayworth Avenue.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1705, Lots 11, 12, 16, 17, 18 & 19.

SIZE: Approximately 1.38 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	CG	CG	Existing Storage Facility
S	CG	RS-2	Vacant
E	CS	PUD	Vacant
W	CS	CS	Existing commercial facilities

REQUESTED ZONING: CS (Service Commercial).

FUTURE LAND USE: CG (General Commercial).

IMPACTS AND FINDINGS:

Land Use Consistency: This property is located within the City's conversion area. In 1984, the City adopted a Conversion Manual to address the shortage of land available for both commercial and institutional facilities. With the adoption of the Conversion Manual, the City processed land use amendments to change the land use along designated segments of roadways. Within these conversion areas, single-family lots can be assembled to create larger parcels for suitable development.

The rezoning of this property is consistent with the direction and policies of the City's Comprehensive Plan. In particular, Objective 1.1.4, and Policy 1.1.4.13 provide the justification for this rezoning application. Objective 1.1.4 directs future growth, development and redevelopment to appropriate areas as depicted on the Future Land Use Map. Policy 1.1.4.13 identifies CS Zoning District as compatible with the CS Land Use.

***Compliance With Conversion Area Requirements*:**

Planning Area location per conversion manual: **23**
The property is totally within planning area: **Yes**
Minimum Frontage: **Yes**
Minimum Depth: **N/A for this Conversion Area**
Does the request isolate lots: **No**

Has a Unity of Title been submitted: **Yes, a unity of title application was sent to the Legal Department on December 13, 2016.**

Buffer required: A landscaped buffer and wall is required: **No. Even though there is still residentially zoned property around this site, it is vacant, and it has a CG land use designation thereby not requiring an architectural wall.**

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service to this development.

Environmental: As noted in the staff report for the comprehensive plan amendment (P16-203 Ekonomy Storage Small Scale Comprehensive Plan Amendment); as outlined in the Environmental Assessment report, the site currently contains a mixture of vegetation. This mixture includes native, exotic and nuisance species.

The report did specify that native upland habitat does exist on the property, mostly in the form of pine flatwoods. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed. Therefore, a tree survey will be required to be submitted for the site plan process.

School Concurrency: Since there is no residential component to this project school concurrency will not apply.

Related Project:

P16-203 Ekonomy Storage Small Scale Comprehensive Plan Amendment. This application proposes to change the future land use of 1.38 acres from General Commercial (CG) to CS (Service Commercial). This application is being reviewed concurrently with this rezoning application.

STAFF RECOMMENDATION:

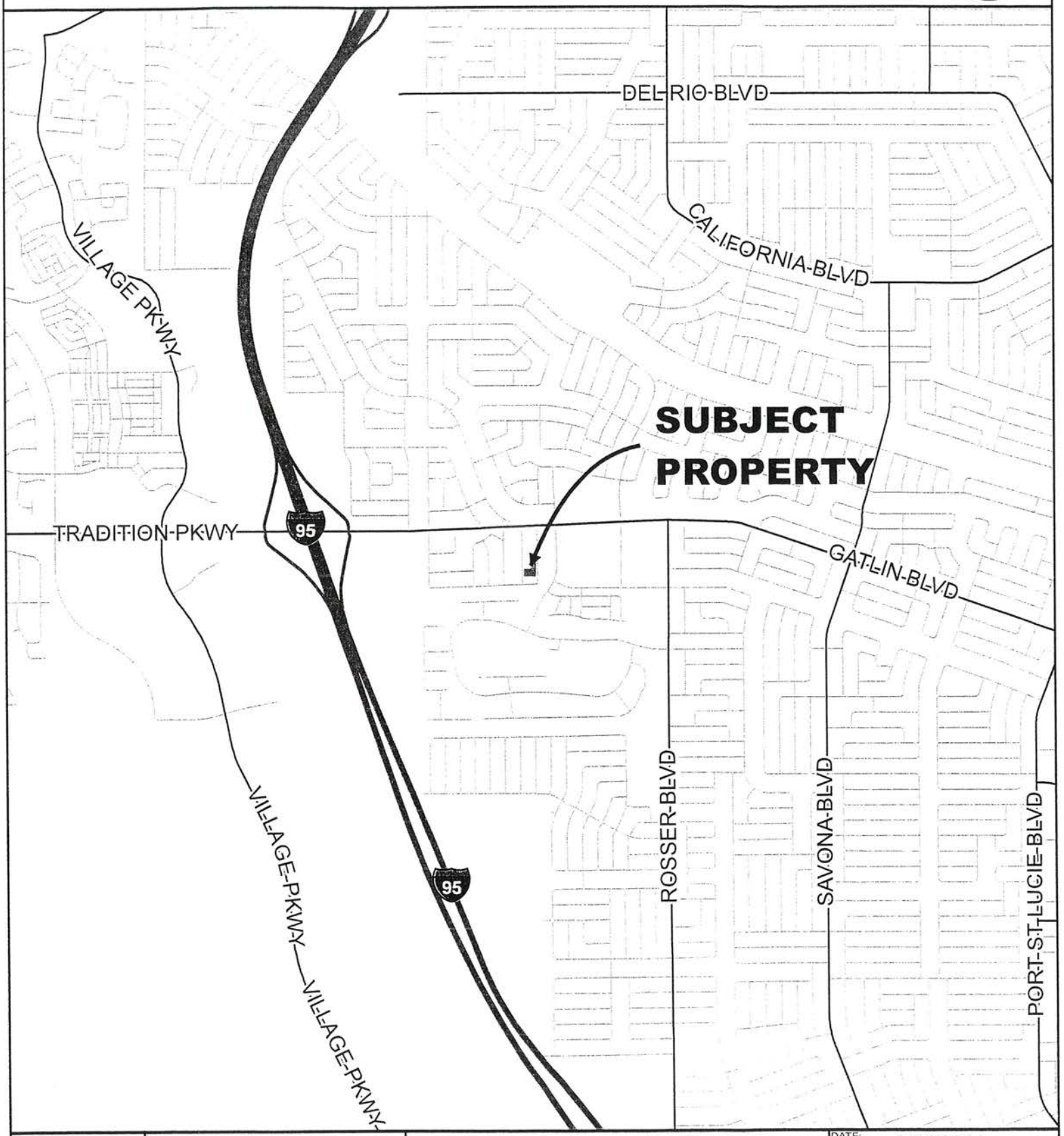
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

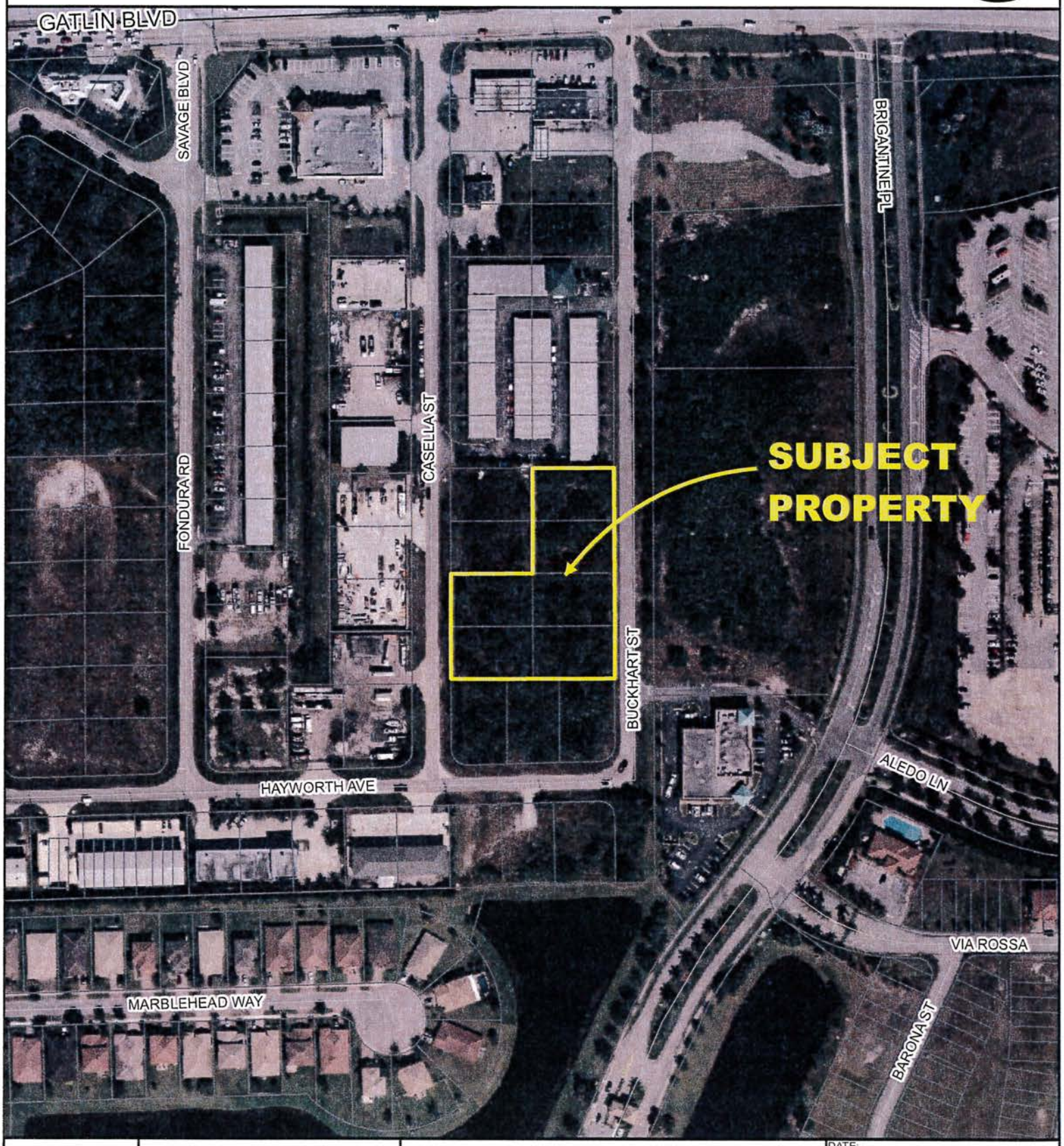
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



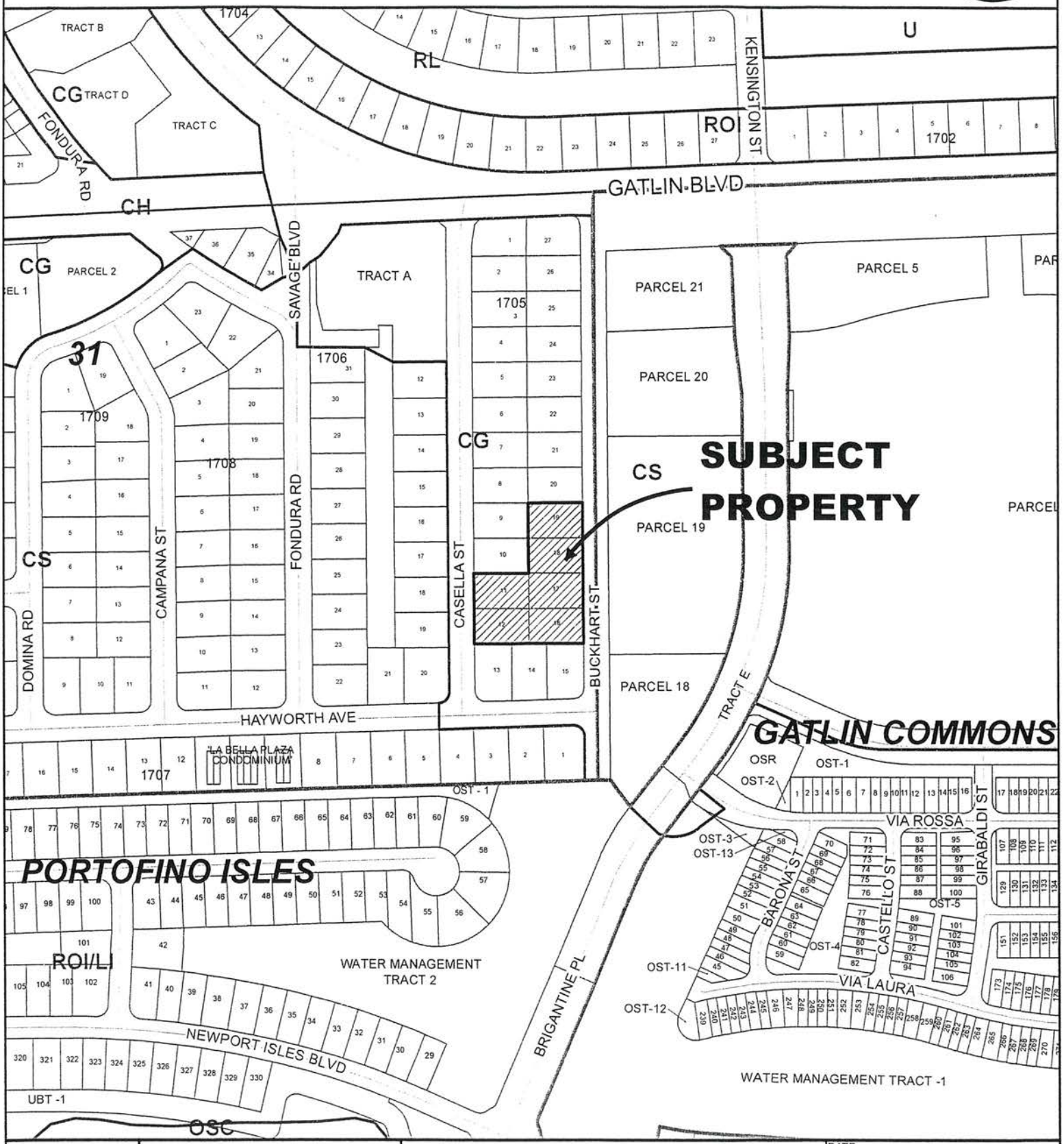
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12, & 16-19	DATE: 11/3/2016 APPLICATION NUMBER: P16-187 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



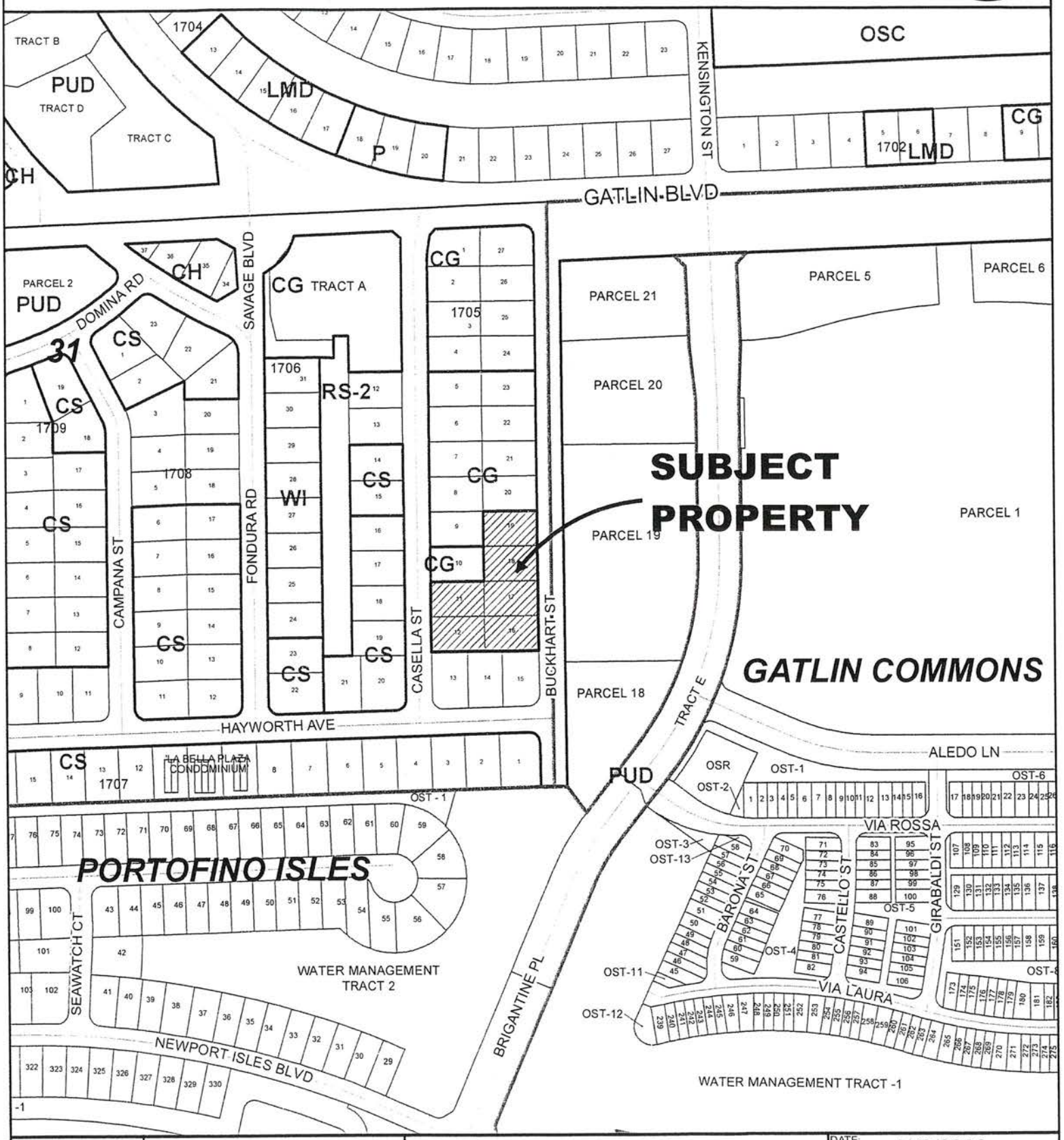
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12, & 16-19 AERIAL DATE 2014	DATE: 11/3/2016 APPLICATION NUMBER: P16-187 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12, & 16-19	DATE: 11/3/2016 APPLICATION NUMBER: P16-187 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING EKONOMY SELF STORAGE SECTION 31, BLOCK 1705, LOTS 11, 12, & 16-19	DATE: 11/3/2016 APPLICATION NUMBER: P16-187 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: Ekonomy Self Storage, Inc.

Address: 2732 SW Buckhart Street, Port St. Lucie, FL 34953

Telephone No.: 561-348-4414 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.: 772-340-4990 FAX No: NA

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) Lots 11, 12, 16, 17, 18 & 19, Block 1705

Parcel I.D. Number: 3420-650-0998-000-8, 3420-650-0999-000-5, 3420-650-1003-000-4, 3420-650-1004-000-1, 3420-650-1005-000-8, 3420-650-1006-000-5

Current Zoning: SFR

Proposed Zoning: Service Commercial

Future Land Use Designation: CG Acreage of Property: 1.38 acres

Reason for Rezoning Request:
To allow for the development of a self storage facility expansion.

*Signature of Owner	Bradley J. Currie Hand Print Name	12/19/16 Date

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

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

Ekonomy Self Storage, Inc.
2732 SW Buckhart Street
Port St. Lucie, FL 34953

AGENT CONSENT FORM

Project Name: Ekonomy Mini Storage

Parcel ID: 3420-650-0998-000-8, 3420-650-0999-000-5, 3420-650-1003-000-4, 3420-650-1004-000-1, 3420-650-1005-000-8, 3420-650-1006-000-5, 3420-650-1010-000-6 and 3420-650-0992-000-6

BEFORE ME THIS DAY PERSONALLY APPEARED Donald Pascale, 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 13th day of Dec., 2016, by Donald Pascale (Name of Person Acknowledging) who is personally known to me or who has produced FL. D.L. (type of identification) as identification and who did (did not) take an oath.

Patricia Sesta
Notary Signature

Patricia Sesta
Printed Name of Notary

Patricia M. Sesta
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF983414
Expires 8/11/2020
(Notary Seal)

8-11-2020
My commission expires

Owner's Signature

DONALD PASCALE
Owner's Name

2732 SW Buckhart St
Street Address

Port Saint Lucie FL
City, State, Zip

561 301 2868
Telephone / Email

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258773 OR BOOK 3943 PAGE 2228, Recorded 12/16/2016 11:57:26 AM Doc Tax: $1050.00

Prepared by and return to:

Conrad Damon, Esq.
Ward Damon, PL
4420 Beacon Circle
West Palm Beach, FL 33407
(561) 842-3000
Incident to the issuance of a title insurance commitment
Consideration: **$150,000.00**
File Number: **4693-37**
PCN: **3420-650-0998-000/8; 3420-650-0999-000/5; 3420-650-1003-000/4**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made as of this 15th day of December, 2016, from **Alex Binstock, as Trustee of the George Callas Irrevocable Trust Agreement dated August 6, 1997**, with an address of 9100 S Dadeland Blvd., Suite 1600, Miami, FL 33156, *hereinafter called the Grantor*, to **Ekonomy Self Storage, Inc., a Florida corporation, of 2732 SW Buckhart Street, Port Saint Lucie, FL 34953**, *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 said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying and being in SAINT LUCIE County, Florida:

> **Lots 11, 12 and 16, Block 1705, PORT ST. LUCIE SECTION THIRTY ONE, according to plat thereof as recorded in Plat Book 14, Page 22, of the Public Records of St Lucie County, Florida.**

Said property is vacant land and not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Parcel Identification Number: 3420-650-0998-000/8; 3420-650-0999-000/5; 3420-650-1003-000/4

> **Subject to taxes for 2017 and subsequent years, governmental and zoning matters, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, none of which are meant to be reimposed hereby.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Alex Binstock, as Trustee of the George Callas Irrevocable Trust Agreement dated August 6, 1997

STATE OF FLORIDA

COUNTY OF Miami-Dade

Sworn to, subscribed and acknowledged before me this 13th day of December, 2016, by Alex Binstock, as Trustee of the George Callas Irrevocable Trust Agreement dated August 6, 1997, who is personally known to me or has produced N/A as identification.

SEAL

VICTORIA CORTE
MY COMMISSION # FF 132068
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Printed Notary Name

My Commission Expires: Sept 19, 2018

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258774 OR BOOK 3943 PAGE 2230, Recorded 12/16/2016 11:57:26 AM Doc Tax: $700.00

Prepared by and return to:

Conrad Damon, Esq.
Ward Damon, PL
4420 Beacon Circle
West Palm Beach, FL 33407
(561) 842-3000
Incident to the issuance of a title insurance commitment
Consideration: **$100,000.00**
File Number: **4693-37**
PCN: **3420-650-1001-000/0 and 3420-650-1005-000/8**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made as of this 15th day of December, 2016, from **George J. Callas a/k/a George Callas, a married man,** with an address of 3720 NE 209th Ter, Aventura, FL 33180, *hereinafter called the Grantor*, to **Ekonomy Self Storage, Inc., a Florida corporation, of 2732 SW Buckhart Street, Port Saint Lucie, FL 34953**, *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 said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying and being in **SAINT LUCIE** County, Florida:

> **Lots 14 and 18, Block 1705, PORT ST. LUCIE SECTION THIRTY ONE, according to plat thereof as recorded in Plat Book 14, Page 22, of the Public Records of St Lucie County, Florida.**

Said property is vacant land and not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon, and that Grantor's homestead is 3720 NE 209th Ter, Aventura, FL 33180.

> **Parcel Identification Number: 3420-650-1001-000/0 and 3420-650-1005-000/8**

> **Subject to taxes for 2017 and subsequent years, governmental and zoning matters, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, none of which are meant to be reimposed hereby.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

George J. Callas a/k/a George Callas

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 13th day of December, 2016, by George J. Callas a/k/a George Callas, who is personally known to me or has produced N/A as identification.

NOTARY PUBLIC

SEAL

VICTORIA CORTE
MY COMMISSION # FF 132086
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

Printed Notary Name

My Commission Expires:
Sept. 19, 2018

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4258775 OR BOOK 3943 PAGE 2232, Recorded 12/16/2016 11:57:26 AM Doc Tax: $700.00

Prepared by and return to:

Conrad Damon, Esq.
Ward Damon, PL
4420 Beacon Circle
West Palm Beach, FL 33407
(561) 842-3000
Incident to the issuance of a title insurance commitment
Consideration: **$100,000.00**
File Number: **4693-37**
PCN: **3420-650-1004-000/1 and 3420-650-1006-000/5**

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made as of this 15th day of December, 2016, from **Carmen H. Callas f/k/a Carmen H. Rey, a married woman,** with an address of 3720 NE 209th Ter, Aventura, FL 33180, *hereinafter called the Grantor,* to **Ekonomy Self Storage, Inc., a Florida Corporation, of 2732 SW Buckhart Street, Port Saint Lucie, FL 34953**, *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 said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee's heirs and assigns forever, the following described land situate, lying and being in **SAINT LUCIE** County, Florida:

> **Lots 17 and 19, Block 1705, PORT ST. LUCIE SECTION THIRTY ONE, according to plat thereof as recorded in Plat Book 14, Page 22, of the Public Records of St Lucie County, Florida.**

Said property is vacant land and not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon, and that Grantor's homestead is 3720 NE 209th Ter, Aventura, FL 33180.

> **Parcel Identification Number: 3420-650-1004-000/1 and 3420-650-1006-000/5**

> **Subject to taxes for 2017 and subsequent years, governmental and zoning matters, covenants, conditions, restrictions, easements, reservations and limitations of record, if any, none of which are meant to be reimposed hereby.**

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2016.**

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Carmen H. Callas f/k/a Carmen H. Rey

STATE OF FLORIDA

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 19th day of December, 2016, by Carmen H. Callas f/k/a Carmen H. Rey, who is personally known to me or has produced N/A as identification.

SEAL

VICTORIA CORTE
MY COMMISSION # FF 132086
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

Printed Notary Name

My Commission Expires: Sept. 19, 2018

ENGINEERS SURVEYORS

LETTER OF JUSTIFICATION

Ekonomy Self Storage Rezone Application
November 15, 2016

REQUEST

On behalf of the Petitioner, Engineering, Design, & Construction, Inc. (EDC) is requesting approval of a rezone application for a project to be known as Ekonomy Self Storage Rezone. The parcels included in this request total approximately 1.38 acres +/-. The applicant is proposing to redevelop the property as a self-storage facility. The property is generally located on north side of Hayworth Avenue, east of SE Casella Street and west of Buckhart Street.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located on north side of Hayworth Avenue, east of SE Casella Street and west of Buckhart Street.

The subject property is comprised of approximately 1.38 acres and is currently undeveloped. The parcels associated with this request are outlined in the below table:

Parcel List				
	ID#	Lot #	Address	Acres
# 1	3420-650-0998-000-8	11	2781 SW Casella St.	0.23
# 2	3420-650-0999-000-5	12	2789 SW Casella St.	0.23
# 3	3420-650-1003-000-4	16	2768 SW Buckhart St.	0.23
# 4	3420-650-1004-000-1	17	2762 SW Buckhart St.	0.23
# 5	3420-650-1005-000-8	18	2756 SW Buckhart St.	0.23
# 6	3420-650-1006-000-5	19	2750 SW Buckhart St.	0.23
			TOTAL ACRES:	**1.38**

The subject properties have an existing zoning designation of Single Family Residential. The applicant is requesting a change from the existing zoning to Service Commercial (CS).

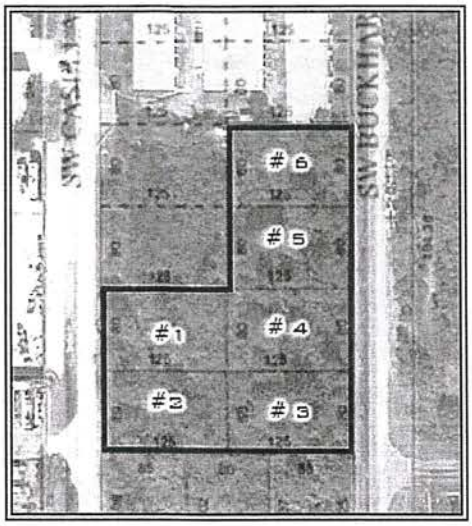
To the north of the subject parcel lies a developed self-storage facility. The future land use designation of this parcel is Commercial General and an underlying zoning category of General Commercial (CG).

To the east of the subject property is the right of way for Buckhart Street followed by Gatlin Commons PUD. The future land use designation of these properties are Commercial Service and it is located in the Planned Unit Development zoning district.

FORT PIERCE OFFICE
1934 Tucker Court, Fort Pierce, FL 34950
ph:(772) 462-2455 fx: (772) 462-2454

PORT ST. LUCIE OFFICE
469 NW Prima Vista Blvd, Port St. Lucie, FL 34983
ph:(772) 340-4990 fx:(772) 340-7996

To the west of the subject property is the right of way for SE Casella Street followed by developed commercial parcels with a future land use designation of Commercial Service and an underlying zoning category of Service Commercial.



To the south of the subject property are undeveloped parcels. These parcels have a future land use designation of Commercial General and are located in the Single Family Residential zoning district.

Based on the above and attached information, the applicant respectfully requests approval of the proposed applications.

S:_Project Files\16-139 - Green - Ekonomy Self Storage\EDC Documents\Submittal Documents\Justification Statement\2016-11-15_Revised_Ekonomy_Self_Storage_Rezone_Justification_Statement_16-139.doc

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 1/23/17

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager RB

FROM: Brad Macek, Assistant Utility Systems Director

Agenda Item: Resolution: A Resolution of the City Council of the City of Port St. Lucie, Florida Authorizing the City Manager or His Designee to Enter Into and Execute a Cooperative Funding Program Local Governmental Agreement, Agreement No. 4600003552, with South Florida Water Management District for the Purpose of Implementing Local Alternative Water Supply, Stormwater Management, and Water Conservation Projects, Specifically the City of Port St. Lucie Utility Systems Department McCarty Ranch Extension Water Farming Project – Phase 1; Providing an Effective Date 17-R04

Submittal Date: 1/4/2017

STRATEGIC PLAN LINK: Principle J: St. Lucie River – A Natural Florida Experience: Item 8. Enhanced water quality in the river

BACKGROUND: The City proposed to construct a multi-phased water farming / water quality restoration project at its 1,944-acre McCarty Ranch Extension site. Phase I, a 204-acre above-ground water retention impoundment, is currently proposed to be constructed between April 1, 2017 and September 30, 2018. Once in operation, the project will retain stormwater generated on the property as well as excess water pumped from the adjacent C-23 Canal. The City's proposed water farm will ultimately help recharge the local water table and reduce damaging the volume of the nutrient filled discharges that currently directly flow to the North Fork of the St. Lucie River and the St. Lucie River Estuary.

ANALYSIS: The South Florida Water Management District (SFWMD) notified the City on 9/12/2016 that the McCarty Ranch Water Farming – Phase 1 project was approved for $200,000.00 in funding through the Cooperative Funding Program. SFWMD has submitted Local Governmental Agreement #4600003552 for review and approval by the City Council outlining the terms and conditions of the funding noted

above. The Local Governmental Agreement #4600003552 has been reviewed by the City Attorney's Office and is authorized and approved in substantially the same form as attached hereto.

FINANCIAL INFORMATION: Project construction costs are estimated at $8,000,000 and eligible for the cooperative funding. Annual operating costs of $180,000 per year and the previous land purchase of $7,337.000 are considered the City's matching costs for typical cooperative funding or grant applications.

LEGAL INFORMATION: The Resolution and Local Governmental Agreement have been reviewed and approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney, and Azlina Goldstein Siegel, Special Legal Counsel.

STAFF RECOMMENDATION: Utility Systems Department (USD) staff recommends that the SFWMD Local Governmental Agreement #4600003552 is approved by the City Council, executed and returned to USD for final processing with SFWMD.

SPECIAL CONSIDERATION: There are several critical milestone dates in the Agreement. The USD's staff has reviewed these dates and they appear to be reasonable.

PRESENTATION INFORMATION: No presentation time is requested, but staff will be available to answer any questions.

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: McCarty Ranch Extension – see attached Project Summary for a location map.

ATTACHMENTS:
SFWMD Notification of Funding Award
Project Summary
Proposed Resolution with attached Exhibit "A" - SFWMD Local Governmental Agreement #4600003552

RECEIVED

JAN 04 2017

CITY MANAGER'S OFFICE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

September 12, 2016

Mr. Brad Macek
Assistant Director, Utilities
City of Port St. Lucie
900 Ogden Lane
Port St. Lucie, FL 34983

Dear Mr. Macek:

Subject: Cooperative Funding Program Application
City of Port St. Lucie Water Farm Phase 1

The South Florida Water Management District (District) would like to thank you for your commitment to stormwater management projects and your application for project funding under the Cooperative Funding Program (CFP).

The District's Governing Board has selected the projects to receive funding from the CFP at their September 8, 2016 meeting. We are pleased to inform you that the subject project was awarded $200,000.00 in funding. You will be receiving a contractual agreement in the mail for this project within the next few weeks. The contract will need to be signed by an individual with signature authority on behalf of City of Port St. Lucie. Do not delay your construction based on receipt of the contract; funding covers construction related costs incurred and expended during the period October 1, 2016 to September 30, 2018.

We look forward to working with you on this important project. If you have any questions, or require additional information, contact Nestor Garrido at (561) 682-6908 or via email ngarrido@sfwmd.gov.

Sincerely,

Rod A. Braun
Program Manager, Cooperative Funding Program
Everglades Policy and Coordination Division

RAB/pv

c: Sharman Rose, SFWMD

RECEIVED
By PSLUSD at 8:43 am, Sep 14, 2016

McCarty Ranch Extension Water Storage & Treatment Project

Summary:

This water storage and treatment project directly contiguous to the C-23 Canal would take approximately 1,871 acres of fallow citrus grove at the City's McCarty Ranch Extension Property and convert it to a shallow water storage and treatment facility, diverting up to 27,240 acre feet (8.884 billion gallons) of nutrient laden water from the C-23 Canal per year and reducing freshwater discharges into the St. Lucie River by up to 21%.

Key Points:

Amount of Request: $8 million
Amount of Storage/Year: Up to 27,240 acre feet (8.884 billion gallons) or 21% of average annual freshwater discharge from the C-23 to the Estuary.
Amount of Treatment: Annual amount of Nitrogen & Phosphorous removal is up to 89,721 lbs and 18,471 lbs, respectively.
Construction Budget: $8 million
City match: $7.337 million in land plus approx. $180,000/year in operating costs
Schedule: 24 months from award.
Benefits: Reduce freshwater discharges by up to 21%; reduce nutrient load and turbidity; ensure water supply; reduce flooding; increase groundwater recharge; and alternate water supply.

Background & Justification:

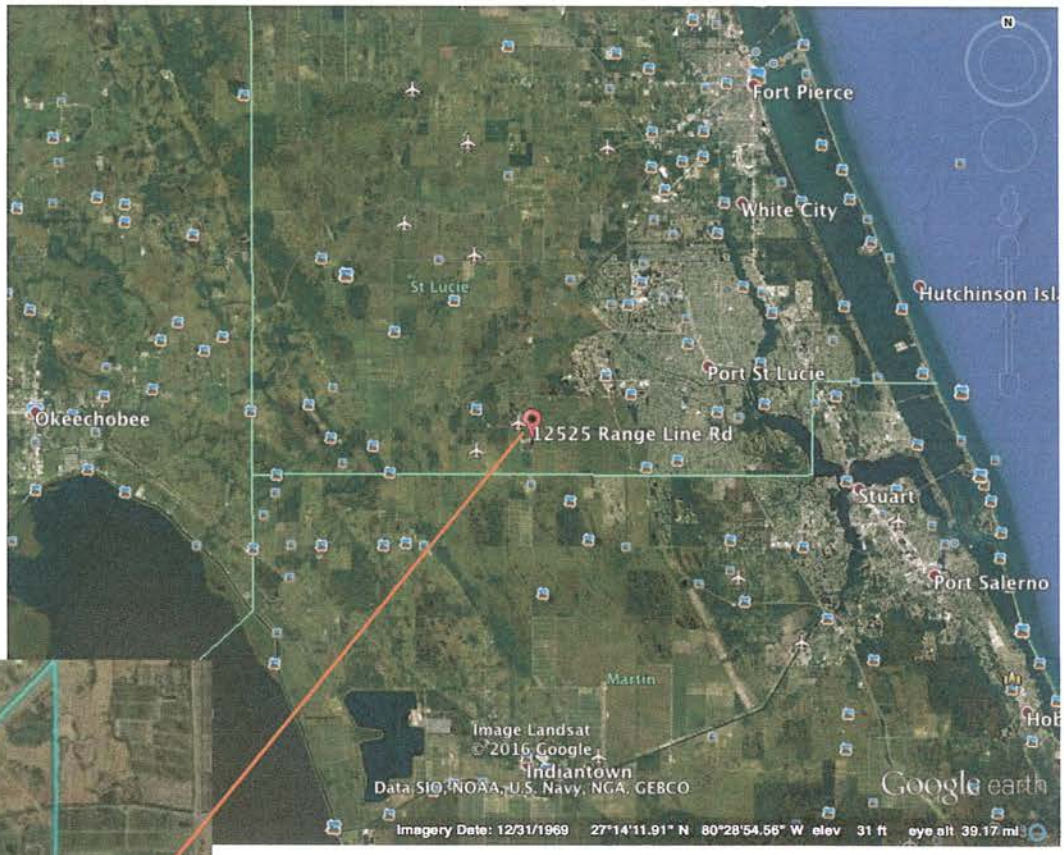
As set forth by the University of Florida Water Institute Report of March 2015 (the "Report"), the flood control and water delivery system that serves Florida's urban and agricultural interests has substantially and adversely impacted natural ecosystems in South Florida, including the St. Lucie and Caloosahatchee Estuaries, Lake Okeechobee and the Everglades. Planning has been underway by federal and state agencies as well as key stakeholders for decades. If we want to fix the many well-chronicled problems, we need to take action, and the Report gives us clear marching orders—We need to build storage and treatment, a lot of it.

In fact, even if all of our well-laid plans, like the Comprehensive Everglades Restoration Plan, were built overnight, we would still need an additional 200,000 acre-feet of water storage within the St. Lucie River Watershed in order to reduce the damaging freshwater discharges which are ruining our St. Lucie River, Indian River Lagoon, and way of life. This is because, on average, 70-80% of the freshwater discharges to the St. Lucie River Estuary (the "Estuary") and 65-80% of the nutrient load originate from the local basin. Even during the Lost Summer of 2013, 63% of the freshwater discharges originated from the local basin. Currently, only one 40,000 acre-foot surface reservoir is under construction. Therefore, while we wait for the greater and more complex fixes to Lake Okeechobee and the Everglades, we can take meaningful action at the local level today.

Within the St. Lucie River Watershed, the C-23 is one of several large contributors of freshwater to the Estuary. Others are Lake Okeechobee, the C-44 Basin, Ten Mile Creek, the C-24 and the land draining into the tidal basin. Reducing any of these sources will help improve the health of the Estuary and Indian River Lagoon. The subject project would pump excess stormwater out of the C-23 Canal at times of high flow, keeping nutrient-laden freshwater discharges out of the Estuary. The water would be filtered of nutrients and sediments as it winds its way through the property and would be stored during the wet season to allow the nutrients to settle and pollutants to be reduced and then released back into the C-23 Canal during the dry season when demand is high. It could also provide the City with an alternate source of water for its drinking supply. As the State evaluates competing solutions to its water management challenges, it is important to consider that the subject project provides advantages over other storage and treatment options, such as dispersed water management on private lands, due to better life cycle costs. Since the City would operate and maintain the storage and treatment area in perpetuity as part of its utility, the State's one-time capital contribution would provide real results that future generations of Floridians can count on.

RECEIVED
By PSLUSD at 3:38 pm, Nov 04, 2016

Located within the Restricted Allocation Area of the C-23 Canal Basin



McCarty Ranch Preserve/McCarty Ranch Extension
12525 Range Line Rd.
Port St. Lucie, FL 34987

Located northeast of Lake Okeechobee and west of I-95 and Florida's Turnpike

Both properties total 5,100 acres

For more information, please contact:
John Eason, P.E., Civil Engineer, Utility Services Dept.

772-873-6487

RESOLUTION NO. 17-R04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO AND EXECUTE A COOPERATIVE FUNDING PROGRAM LOCAL GOVERNMENTAL AGREEMENT, AGREEMENT NO. 4600003552, WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE PURPOSE OF IMPLEMENTING LOCAL ALTERNATIVE WATER SUPPLY, STORMWATER MANAGEMENT, AND WATER CONSERVATION PROJECTS, SPECIFICALLY THE CITY OF PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT MCCARTY RANCH EXTENSION WATER FARMING PROJECT – PHASE 1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie requested funding assistance from the South Florida Water Management District ("SFWMD") for the implementation of the City of Port St. Lucie McCarty Ranch Extension Water Farming Project – Phase I; and

WHEREAS, the Governing Board of the South Florida Water Management District passed and approved a Resolution, under Resolution No. 2016-0919, authorizing the entry into agreements with Cooperative Funding Program applicants for the purpose of implementing local alternative water supply, stormwater management, and water conservation projects; and

WHEREAS, the City of Port St. Lucie Utility Systems Department is a recipient of such funding under the South Florida Water Management District's Cooperative Funding Program for Stormwater Management, pursuant to Resolution No. 2016-0919; and

WHEREAS, the terms and conditions upon which the funding assistance will be provided to the City of Port St. Lucie, and the understandings as to the manner in which the City will perform work related to the project, are formalized in the attached South Florida Water Management District Local Governmental Agreement, Agreement No. 4600003552; and

WHEREAS, the Local Governmental Agreement will begin upon execution by the City and the South Florida Water Management District and remain in effect until October 31, 2018; and

WHEREAS, the City desires to accept the funding assistance through the South Florida Water Management District Cooperative Funding Program and enter into the Local Governmental Agreement with SFWMD.

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

Section 1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. The City Manager, or his designee, is hereby authorized to enter into, execute and deliver to SFWMD the Local Governmental Agreement, Agreement No. 4600003552, 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.

Section 3. The City Manager and Utility Systems Department Project Manager, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the South Florida Water Management District Local Governmental Agreement, and accomplish the purposes set forth therein.

Section 4. The City Clerk of the City of Port St. Lucie is hereby directed to send copies of this Resolution to the South Florida Water Management District and all other persons as directed by the Mayor and the City Council.

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 23rd day of January, 2017.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM

By: _____
O. Reginald Osenton, City Attorney

EXHIBIT "A"

(to Authorizing Resolution)

ORIGINAL

PO NO. 950000_____

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
LOCAL GOVERNMENTAL AGREEMENT

AGREEMENT NO. 4600003552

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

CITY OF PORT ST. LUCIE

THIS AGREEMENT is entered into as of _____ by and between the South Florida Water Management District (**DISTRICT**) and City of Port St. Lucie (**CITY**).

WHEREAS, the **DISTRICT** is a government entity created by Chapter 373, Florida Statutes; and

WHEREAS, the **DISTRICT** desires to provide financial assistance to the **CITY** for Water Farm Phase I; and

WHEREAS, the **CITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

WHEREAS, the Governing Board of the **DISTRICT,** at its September 8, 2016 meeting, approved entering into this **AGREEMENT** with the **CITY**;

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **CITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for Water Farm Phase I.

2. The period of performance of this **AGREEMENT** shall commence on October 1, 2016 and shall terminate on October 31, 2018.

3. The total **DISTRICT** contribution for all work completed herein shall not exceed the amount of $200,000 or 50% of eligible stormwater expenditures for the project as noted in Exhibit B, whichever is less.

4. The **CITY** shall submit Reimbursement Request Packages as described in the Payment and Deliverables Schedule set forth in Exhibit "B" attached hereto and made a part hereof. Payments by the **DISTRICT** shall be made following receipt and acceptance of the Reimbursement Request Packages by the **DISTRICT's** Project Manager. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A" and shall include, but not be limited to, a copy of the **CITY's** invoice and other documentation supporting payment.

5. The **DISTRICT's** payment is a reimbursement of actual eligible expenditures and is therefore contingent on adequate documentation to support actual eligible expenditures within the not-to-exceed **AGREEMENT** funding limitation. The **CITY** should provide prior written notice to the **DISTRICT's** Project Manager of its decision to apply the unexpended balance toward a subsequent Task. Actual eligible expenditures less than the estimated project cost will result in a reduced final payment per the **AGREEMENT** funding limitation. The **CITY** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

6. The **CITY** shall provide evidence that its minimum cost-share of 50% has been met for each submitted invoice. Absence of proper supporting documentation may result in non-payment or audit and return of prior payments. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of $200,000.

7. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **CITY** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

8. The **CITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **CITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.

9. The **CITY's** contribution shall be at least 50% of the total amount of the project in conformity with the laws and regulations governing the **CITY**.

10. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **CITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **CITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond September 28, 2018 unless authorized through execution of an amendment to this **AGREEMENT** to cover succeeding periods.

11. The **CITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager.

The **CITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **CITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).

12. Both the **DISTRICT** and the **CITY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party.

13. The **CITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **CITY** and the officers, employees, servants and agents thereof. The **CITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **CITY,** its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **CITY** subcontracts any part or all of the work hereunder to any third party, the **CITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **CITY**. Any contract awarded by the **CITY** shall include a provision whereby the **CITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **CITY's** subcontract.

14. The **CITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

15. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **CITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

16. The parties to this **AGREEMENT** will not discriminate against any person on legally protected bases in any activity under this **AGREEMENT**.

17. The **CITY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws, regulations and requirements relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **CITY**, upon request, as to any such laws of which it has present knowledge.

18. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **CITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.

19. The **CITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CITY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **CITY**.

20. The **CITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **CITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:

A. Maintenance of Records: The **CITY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.

B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **CITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.

21. If the **DISTRICT's** contribution includes state or federal appropriated funds, the **CITY** shall, in addition to the obligations set forth in paragraph 20 above, require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act.

22. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

South Florida Water Management District	**City of Port St. Lucie**
Attn: Nestor Garrido, Project Manager Attn: Sharman Rose, Contract Specialist 3301 Gun Club Road West Palm Beach, FL 33406 Telephone No: (561) 682-2167 Email: shrose@sfwmd.gov	Attn: John Eason, Project Manager Utility Systems Department 900 S.E. Ogden Lane Port St. Lucie, FL 34983 Telephone No: (772) 873-6487 Email: JEason@cityofpsl.com

23. **CITY** shall send its invoices and any attachments to **APInvoice@sfwmd.gov** and a copy to the **DISTRICT** Project Manager. All invoices must reference the **CITY's** legal name as authorized to do business with the State of Florida; **DISTRICT'S AGREEMENT** Number and Purchase Order (PO) Number as specified on the cover/signature page of the **AGREEMENT**; a unique invoice number not previously used; date; a description of the services performed, and the amount to be invoiced. **CITY** shall: 1) submit invoices using a pdf file at a resolution of no less than 300 dpi; 2) name the pdf file with the **CITY's** name and the PO number; 3) provide all required attachments with the invoice file (refer to Attachment 1 to Exhibit C), and 4) include the PO number and Invoice number in the subject line of the email. If email or pdf filing is not possible, the **CITY** must provide the above to the following address:

South Florida Water Management District
Accounts Payable
P.O. Box 24682
West Palm Beach, FL 33416-4682

CITY must submit its invoices in compliance with the requirements of this subsection and all other terms and conditions of this **AGREEMENT** in order to receive prompt payment by the **DISTRICT** as described in Section 218.70, F.S. **CITY's** failure to follow the instructions set forth in the **AGREEMENT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**.

24. **CITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

25. This **AGREEMENT** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this **AGREEMENT** and any signatory hereon shall be considered for all purposes as original.

26. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.

27. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.

28. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

29. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

30. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.

31. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.

32. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:
    (a) Terms and Conditions outlined in preceding paragraphs 1 – 31
    (b) Exhibit "A" Statement of Work
    (c) Exhibit "B" Payment and Deliverable Schedule
    (d) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

By:_____
Lennart J. Lindahl, P.E.
Assistant Executive Director

By:_____
Dorothy A. Bradshaw, Director
Administrative Services Division

SFWMD OFFICE OF COUNSEL APPROVED
By:
Print Name: Frank Mendez
Date: 12/19/16
SFWMD PROCUREMENT APPROVED
By: Shane Rose
Date: 12/13/16

CITY OF PORT ST. LUCIE

By:_____
Name of Authorized Individual

Title:_____

EXHIBIT "A"

STATEMENT OF WORK

Water Farm Phase I

City of Port St. Lucie

1.0 INTRODUCTION AND BACKGROUND

The South Florida Water Management District (**DISTRICT**) has allocated funding in Fiscal Year 2017 to local governments and other entities for construction and implementation of stormwater management, alternative water supply, and water conservation projects through the Cooperative Funding Program.

The City of Port St. Lucie (**CITY**) owns about 2,000 acres of land in south-west St. Lucie County, which is bound by Range line Road on the east and the C-23 canal to the south. The City purchased the property in 2014 for a sum of $10.8 million to meet the long-term water supply demands of the utility service area. Phase 1 of the water farm will be constructed between April 1, 2017 and September 30, 2018. The project will include a 204 acre above-ground impoundment that is intended to retain stormwater generated on the property and excess water from the C-23 canal. The property's unique location and size allow for future expansion of the water farm, capable of diverting water from the C-23 canal and recharging the local water table, while reducing damaging discharges to the North Fork St. Lucie River Aquatic Preserve, an Outstanding Florida Waterbody (OFW), and the St. Lucie River Estuary.

The impoundment will provide storage and treatment of stormwater with no discharge even during a 100 year, 3-day storm, thereby reducing the detrimental discharges from the C-23 canal into the St. Lucie River and estuary. Water farming will reduce the nutrient loading into the estuaries and help achieve the established total maximum daily loads (TMDL) for phosphorus (TP), total nitrogen (TN) and biochemical oxygen demand (BOD).

2.0 OBJECTIVE

General project objectives, which align with the mission of the DISTRICT, include managing and protecting water resources of the region by balancing and improving flood control, water quality, and natural systems. The objective of this water farming is to improve the water quality in the St. Lucie River and Indian River estuaries by reducing the volume of discharges from the C-23 canal. The project will retain excess water from the C-23 canal during the wet season and thereby reduce the nutrient loading in the estuary.

3.0 SCOPE OF WORK

The City of Port St Lucie (**CITY**) will construct a 204 acre impoundment (Figure 1) to store onsite stormwater run-off and excess water from the C-23 canal. It is estimated the impoundment will hold over 1,000 acre-feet of onsite stormwater that would otherwise drain into the C-23 canal and 2,500 acre-feet of water from the C-23 canal, for a total of 3,500 acre-feet of storage. Water will be pumped from the C-23 canal with two 8000 gpm pumps into a 4-foot impoundment with a static volume of 758 acre-ft. The water farming will be conducted primarily during the

wet season; water will not be withdrawn from the C-23 canal during the dry season. Monitoring will be conducted to assess the effectiveness of the project. The **CITY** will be responsible for satisfactory completion of the scope of work and may retain consultants, contractors, and/or vendors to provide the professional and construction services required. The **CITY** will also be responsible for project management, budget management, quality control, and public outreach.

4.0 WORK BREAKDOWN STRUCTURE

The work breakdown structure is presented below:

Task 1

Submit design plans, project specifications, bid amount documentation, and Notice to Proceed (NTP) to the **DISTRICT** Project Manager via email.

Initiate construction activities per design plans, project specifications, and applicable permits.

Tasks 2 though 7

Continue construction activities per design plans, project specifications, and applicable permits.

Submit a quarterly status report (Exhibit "C") to the **DISTRICT** Project Manager via email which provides a narrative of construction activities completed since the NTP was issued; a discussion of project status; an explanation of conflicts or issues, if any, which may affect construction progress or project performance; and a description of other pertinent information attached to the quarterly status report such as project oversight/management documentation, results from applicable inspections or field tests, addendums or revisions to design plans or project specifications, and relevant project correspondence. The reports are due quarterly and shall be submitted until the project is complete.

Task 8

Complete construction activities (100%) per design plans, project specifications, and applicable permits.

Submit a Reimbursement Request Package to the **DISTRICT** Project Manager which includes Certificate of Completion, a **CITY** invoice and supporting documentation such as consultant, contractor, and/or vendor invoices and proof of payment(s).

Figure 1. Location of Water Farm Phase 1- City of Port St. Lucie

EXHIBIT "B"

PAYMENT AND DELIVERABLES SCHEDULE

Water Farm Phase I

City of Port St. Lucie

The schedule set forth below is October 1, 2016 to September 28, 2018.

All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.

Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **City** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **City** shall submit a final reimbursement request for payment on or before September 28, 2018 for reimbursement. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit A the Statement of Work (SOW).

Reimbursement Request Packages shall include, but not be limited to, a copy of the **City's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit A the SOW.

The **District** shall only be obligated to pay for documented actual construction costs within the not-to-exceed amounts specified below. In ***no event*** shall the **District's** total obligation exceed the amount specified below for the total **Agreement**; however, an actual construction cost less than the estimated construction cost *may* result in a reduced final payment. The **City** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.

Total payment by the **District** for all work completed herein *shall not exceed* the amount of $200,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task	Deliverable(s)	Due Date	CITY Share	DISTRICT Not-To-Exceed Amount	Estimated Project Cost
1	Design Plans, Project Specifications, Bid Amount Documentation, and NTP	September 29, 2017	N/A	N/A	N/A
2	Exhibit "C" - Quarterly Status Report	March 31, 2017	N/A	N/A	N/A
3	Exhibit "C" - Quarterly Status Report	June 30, 2017	N/A	N/A	N/A
4	Exhibit "C" - Quarterly Status Report	September 29, 2017	N/A	N/A	N/A
5	Exhibit "C" - Quarterly Status Report	December 29, 2017	N/A	N/A	N/A
6	Exhibit "C" - Quarterly Status Report	March 30, 2018	N/A	N/A	N/A
7	Exhibit "C" - Quarterly Status Report	June 29, 2018	N/A	N/A	N/A
8	Exhibit "C" - Quarterly Status Report Complete 100% of construction activities per design plans, project specifications, and applicable permits. Reimbursement Request Package (including Certificate of Completion, Invoice(s), Proof of Payment)	September 28, 2018	$505,000	$200,000	$705,000
Total			**$505,000**	**$200,000**	**$705,000**

If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before September 28, 2018 for reimbursement.

Exhibit C Quarterly Status Reports are due within ten (10) days of the due date.
Ineligible costs include, but not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

EXHIBIT "C"

QUARTERLY STATUS REPORT

WATER FARM PHASE I

1.0 DATE OF REPORT

Click here to enter a date.

2.0 NAME AND TITLE OF PERSON COMPLETING REPORT

Click here to enter text.

3.0 NARRATIVE OF CONSTURCTION ACTIVITIES COMPLETED TO DATE OR SINCE LAST REPORT

Click here to enter text.

4.0 DISCUSSION OF OVERALL PROJECT STATUS

Click here to enter text.

5.0 EXPLANATION OF CONFLICTS, IF ANY, WHICH MAY AFFECT CONSTRUCTION PROGRESS OR PROJECT PERFORMANCE

Click here to enter text.

6.0 DESCRIPTION OF OTHER PERTINENT INFORMATION ATTACHED THIS REPORT FOR FURTHER CLARIFICATION OF DETAILS CONTAINED IN CONSTRUCTION ACTIVITIES NARRATIVE, OVERALL PROJECT STATUS DISCUSSION, AND/OR CONFLICTS EXPLANATION

Click here to enter text.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: **January 23, 2017**

TO: Mayor and City Council

VIA: Russ Blackburn, City Manager

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

Agenda Item: Resolution: Western Grove Plat Encore at Tradition – Preliminary Subdivision Plat (P16-129) 17-R05

Submittal Date: 1/5/2017

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

BACKGROUND: Through this subdivision application, Western Grove will be creating a total of 461 single family lots. This plat includes recreational tracts, multiple storm water management tracts, open space tracts, golf course tracts and conservation easements. This plat will also be creating road rights-of-way to provide access for these residential lots. This is a preliminary plat application, as such, these lots will not be recorded until a final subdivision plat application is approved and recorded.

§156.098, Cul-de-sacs, of the Subdivision Code limits permanent dead-end streets to a maximum 1,000 feet in length without special permission of the Planning and Zoning Board. Because Western Grove Plat Encore at Tradition includes a cul-de-sac that exceeds this distance, the Planning and Zoning Board reviewed the request to grant approval of a permanent dead-end street that is approximately 1,238 feet in length. This request was unanimously approved by the Planning and Zoning Board on January 3, 2017.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on January 6, 2016.

NOTICE/ADVERTISING: N/A

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of this preliminary subdivision plat on October 12, 2016. The underlying land use for the Western Grove development is NCD (New Community Development). The NCD land use allows subdivision applications to proceed directly to City Council after the approval of the Site Plan Review Committee.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation.

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: The property is located on the east side of Range Line Road, just west of the Tradition MPUD.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED

JAN 1 1 2017

CITY MANAGER'S OFFICE

COUNCIL ITEM 11B
DATE 1/23/17

RESOLUTION NO. 17-R05

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT TITLED ENCORE AT TRADITION PLAT ONE (THE PRELIMINARY PLAT AND CONSTRUCTION PLANS), P16-129, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF WCI COMMUNITIES, LLC; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by WCI Communities, LLC; to approve and accept the preliminary plat and construction plans titled Encore at Tradition Plat One within the City of Port St. Lucie, Florida; and

WHEREAS, there are public and private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area by the developer; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on October 12, 2016, recommended approval of the preliminary plat and construction plans (P16-129); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary plat and construction plans titled Encore at Tradition Plat One, within the City of Port St. Lucie, Florida, said preliminary plat being offered by WCI Communities, LLC, as the owner and title holder of said property and as prepared by David P. Lindley P.L.S., as designated on the attached said Plat with the following conditions:

RESOLUTION NO. 17-R05

1. The Developer for Encore at Tradition shall provide an executed Utility Service Agreement and Water and Wastewater Construction permits to the City of Port St. Lucie Utility Systems Department, and
2. To ensure compliance with all the City's utility construction requirements, the Developer for Encore at Tradition shall address all City of Port St. Lucie Utility Systems Department comments on future construction plans submittals.

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 23rd day of January, 2017.

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 JANUARY 3, 2017**

FROM: **JOHN FINIZIO, PLANNER**

RE: **WESTERN GROVE PLAT ENCORE AT TRADITION PRELIMINARY SUBDIVISION PLAT APPLICATION PROJECT NO. P16-129**

DATE: **JANUARY 5, 2016**

PROPOSED PROJECT: Through this subdivision application, Western Grove will be creating a total of 461 single family lots. This plat also includes recreational tracts, multiple storm water management tracts, open space tracts, golf course tracts and conservation easements. This plat will also be creating road rights-of-way to provide access for these residential lots. This is a preliminary plat application, as such, these lots will not be recorded until a final subdivision plat application is approved.

§156.098, Cul-de-sacs, of the Subdivision Code limits permanent dead-end streets to a maximum 1,000 feet in length without special permission of the Planning and Zoning Board. Since Western Grove Plat Encore at Tradition includes a cul-de-sac that exceeds this distance, it received special permission from the Planning and Zoning Board on January 3, 2017 to proceed to City Council with a permanent dead-end street that is approximately 1,238 feet in length.

APPLICANT: David P. Lindley of Caulfield & Wheeler, Inc. The authorization letter is attached to the staff report, or note that it is in the file.

OWNER: WCI Communities, LLC.

LOCATION: The property is located on the east side of Range Line Road, just west of the Tradition MPUD.

LEGAL DESCRIPTION: A portion of Sections 6, 7, and 18, Township 37 South, Range 39 East. The complete legal description is included in the staff report.

SIZE: Approximately 759 acres.

EXISTING ZONING: Western Grove MPUD (Master Planned Unit Development).

EXISTING USE: Vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RGC	AG-5 (SLC)	Vacant
S	NCD	AG-5 (SLC)	Vacant
E	NCD	MPUD	Vacant
W	IND/AG-5 (SLC)	IND/AG-5 (SLC)	Existing industrial facility/Vacant

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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: The City of Port St. Lucie Utility Systems Department will provide water and sewer service to this development. 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.

The following conditions have been added by the City of Port St. Lucie Utility Systems Department:

1. The Developer for Encore at Tradition shall provide an executed Utility Service Agreement and Water and Wastewater Construction permits to the City of Port St. Lucie Utility Systems Department, and

2. To ensure compliance with all the City's utility construction requirements, the Developer for Encore at Tradition shall address all City of Port St. Lucie Utility Systems Department comments on future construction plans submittals.

Transportation: The staff review indicates that this project will generate approximately 4,242 daily vehicle trips, 332 a.m. peak hour trips, and 415 p.m. peak hour trips (ITE, Land Use Code 210, Single Family Detached Housing) on the roads adjacent to the project. Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

Roadway level-of-service and traffic conditions within Western Grove are monitored through the Western Grove Development of Regional Impact (DRI). The Western

Grove D.O. identifies a number of conditions that will help to ensure an efficient transportation network. These conditions include: dedications of rights-of-way, roadway monitoring, access road improvements, road improvements, as well as external roadways west of I-95, east of I-95, and external roadways outside the City.

As required: the developer has already dedicated to the City the rights-of-way for Tradition Parkway (130 foot), N/S A (150 foot), Westcliffe Lane (Road E – 100 foot) and the southern collector road (80 foot) from N/S A to Range Line Road and all intersections thereof.

According to the D.O., the developer is required to complete construction of the two lane section of Tradition Parkway from its terminus to N/S A and an emergency access to Range Line Road prior to obtaining building permits. The subdivision plat for the extension of Tradition Parkway from its terminus to N/S A has been submitted, and will be completed prior to the issuance of issuance of a C.O. In addition, an emergency access is included in this plat and will be completed with the other roadway improvements as noted on this subdivision plat.

This project should not have an adverse effect on transportation level-of-service for the adjacent roadways.

Parks/Open Space: At the minimum, the Developer is required to provide 50 acres of net usable area of active recreation, based on the City's level of service requirements for parks and recreation. The City is currently working with the developer for the conveyance of 40.2 acres of an active parkland. If and when this is agreement is completed, the Developer will still be required to convey to the City a minimum 9.8 acres of park and recreational land to satisfy the Parks and Recreation condition as noted in the D.O.

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: As outlined in the Western Grove DRI Development Order (D.O.), the Developer, or Property Owners Association, shall protect and maintain a minimum of 95.08 acres of native pine flatwoods. The Developer is also responsible for preserving and enhancing 149.7 acres of wetlands, proposed for the protection of the conservation tracts, as well as preserving or creating a buffer zone of native upland edge vegetation around all preserved and created wetlands on site.

In addition, the Developer is required to maintain Wood Stork foraging habitat on site, and in order to protect the Florida Sandhill Crane, maintain suitable foraging habitat in the form of relatively open grasslands with interspersed stands of native pine flatwoods surrounding wetlands.

As identified on the Western Grove DRI Conceptual Master Plan (P16-066), the Western Grove DRI will provide a total of 279.58 acres of conservation area, which will be in the form of both wetlands and native pine flatwoods. The current subdivision for Western Grove Plat Encore at Tradition Plat One encompasses all of Phase 1a as identified on the DRI Conceptual Master Plan. Within Phase 1a, the only conservation area identified on the Conceptual Master Plan is Wetland 306. Wetland 306 is shown on the plat as Conservation Easement W-27. According to the Conceptual Master plan, the majority of the conservation areas are located in Phase 1b, and will be addressed when that plat is submitted at a later time.

Public School Concurrency Analysis: As noted in the Western Grove Development Order (D.O.), no residential subdivision plat can be recorded until the Developer has secured a development agreement with the St. Lucie County School District. The D.O. also requires the dedication of one (1) K-8 school site to the St. Lucie County School District, and the contribution of a proportionate share of all costs necessary to construct this school facility. Since this is a preliminary subdivision plat application, and is not being recorded, these conditions will not apply at this time.

Other: It was because of the existing heavy industrial uses along Range Line Road, the County requested adequate setbacks be provided between the proposed residential development and the existing heavy industrial uses. As a result of this concern, the developer revised the width of the buffer in the northwest corner of the property to extend 1,500 feet from the nearest existing heavy industrial use.

As shown on the attached plat, there are no residential lots being proposed in this buffer area, and as the project continues to develop, this 1,500 foot buffer between the residential development and the existing heavy industrial uses will be maintained as agreed to during the comprehensive plan amendment application.

To ensure that the required street trees do not cause any unnecessary damage to emergency vehicles, the height clearance for all street trees will have to be maintained at a height that is acceptable to the Fire District. Currently, this height is 14 feet.

Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Park 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:

P16-066 Western Grove DRI Conceptual Master Plan. This conceptual master plan application was submitted for review in accordance with Condition No. 11 of the DRI Development Order. This application was approved by City Council on July 25, 2016.

P16-046 Western Grove MPUD Rezoning Application. This application allows for 2,900 residential dwelling units, 250,000 square feet of retail and office, and sites for a school, park and fire station. This application was approved by City Council on August 8, 2016.

P15-142 Western Grove DRI/NOPC – 1st Amendment to the Development Order. This amendment included amending Map H, the number of dwelling units and amount of non-residential development, and the phase, buildout, and expiration dates. This application was approved by City Council on April 25, 2016.

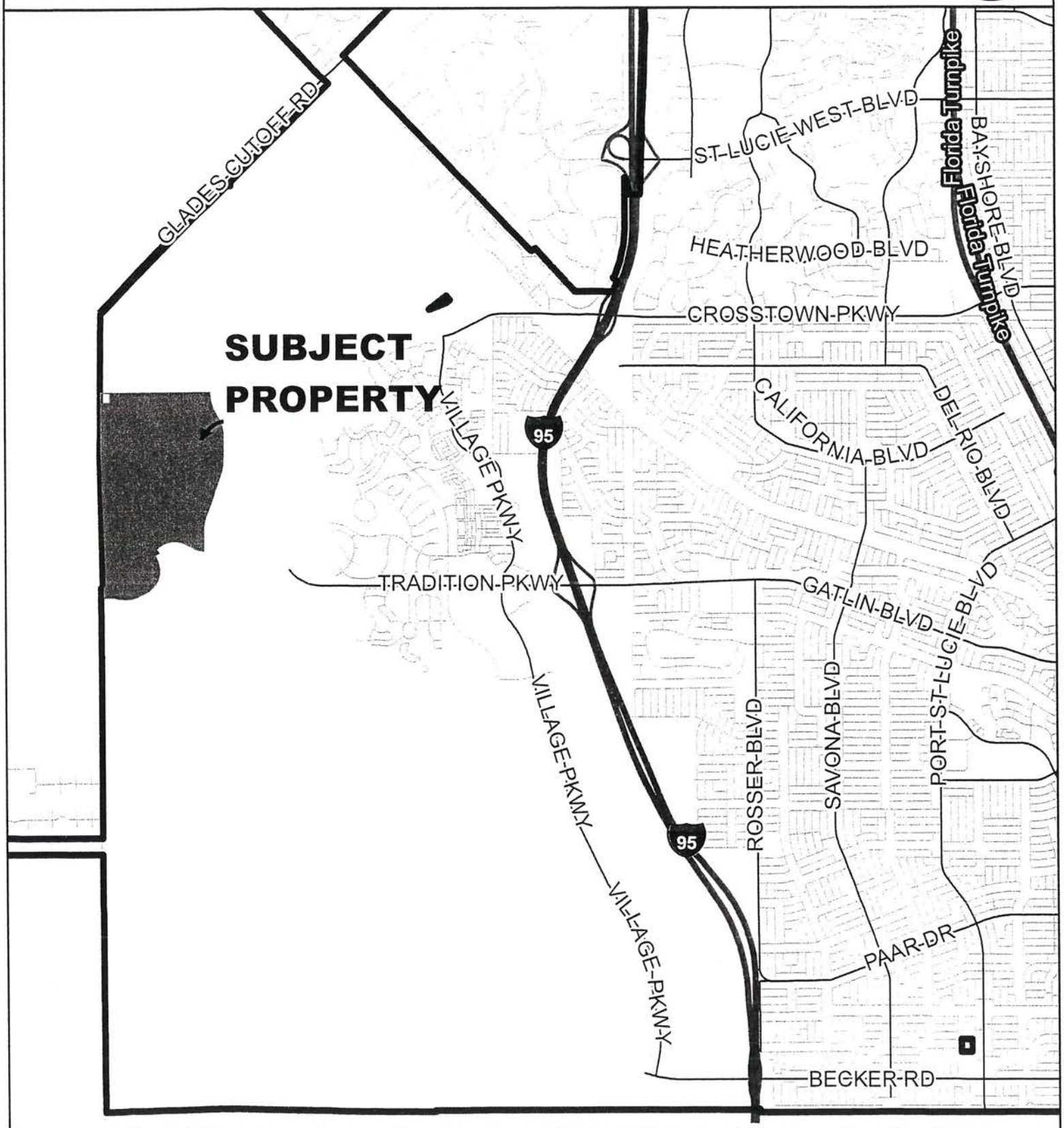
STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, City Subdivision Code. The Site Plan Review Committee reviewed the request on October 12, 2016 and recommended approval with the following conditions:

1. The Developer for Encore at Tradition shall provide an executed Utility Service Agreement and Water and Wastewater Construction permits to the City of Port St. Lucie Utility Systems Department, and

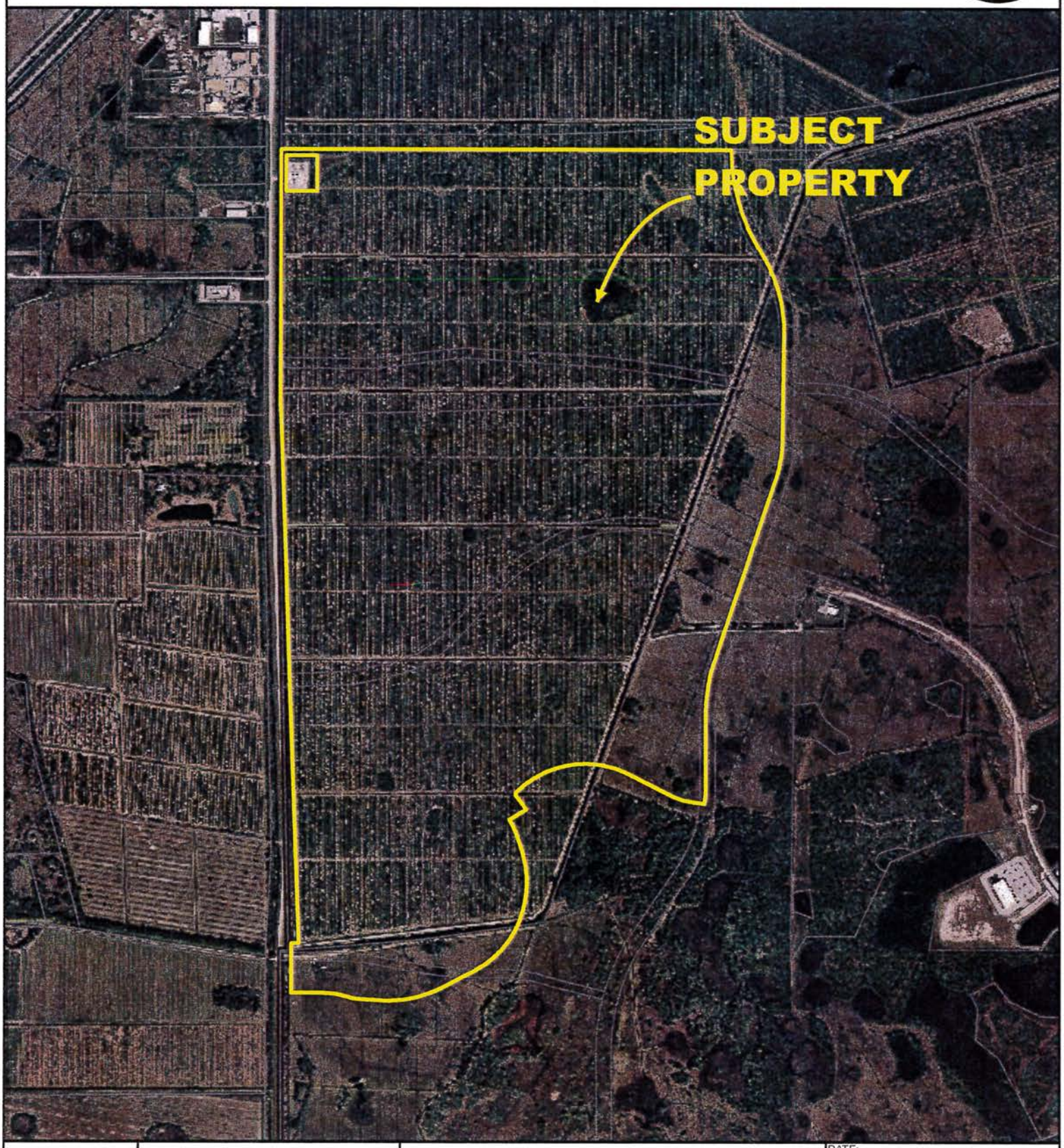
2. To ensure compliance with all the City's utility construction requirements, the Developer for Encore at Tradition shall address all City of Port St. Lucie Utility Systems Department comments on future construction plans submittals.

GENERAL LOCATION



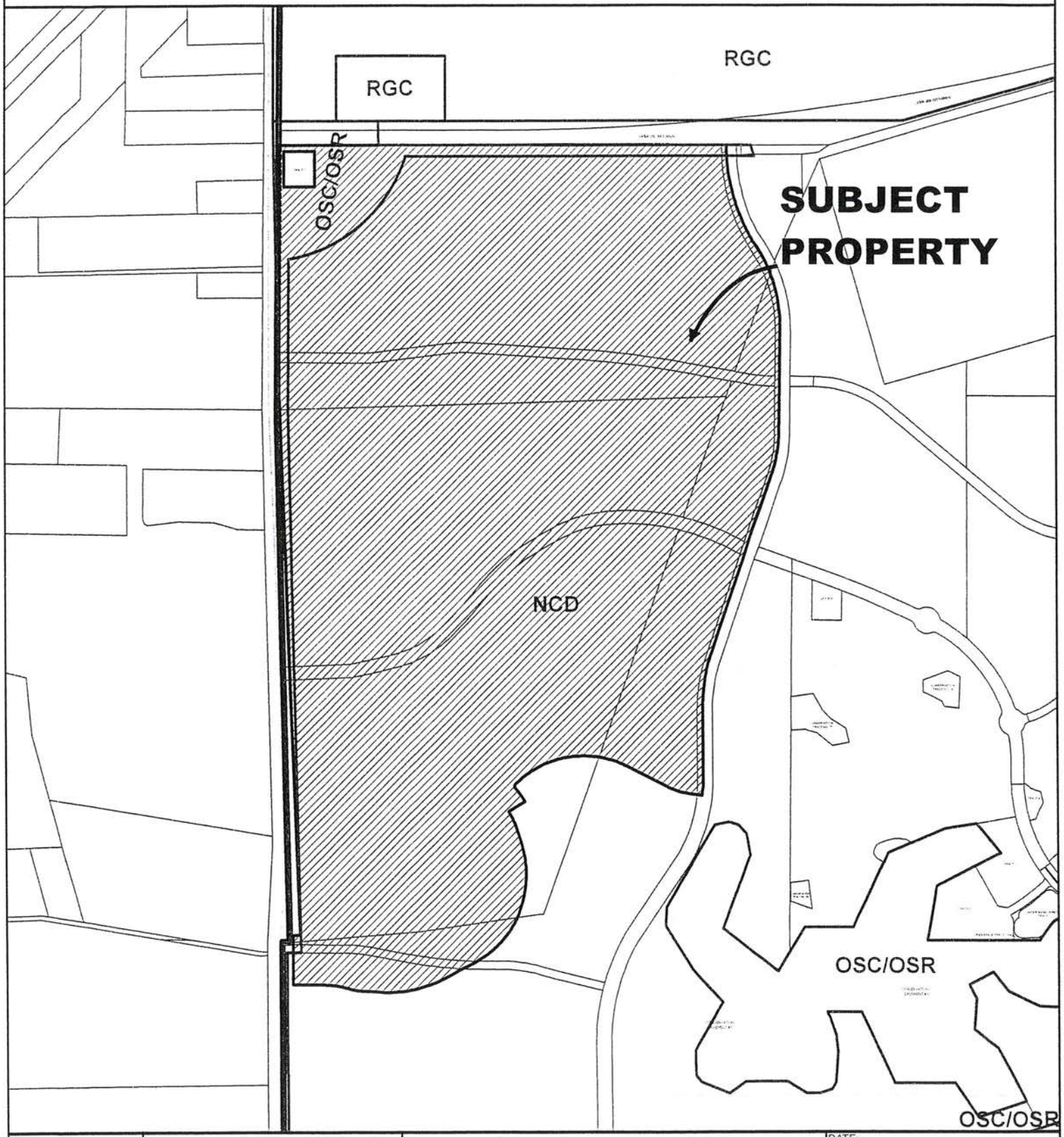
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ENCORE @ TRADITION PLAT NO. 1 WESTERN GROVE MPUD	DATE: 12/13/2016 APPLICATION NUMBER: P16-129 USER: patricias SCALE: 1 in = 1 miles

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ENCORE @ TRADITION PLAT NO. 1 WESTERN GROVE MPUD AERIAL DATE 2014	DATE: 12/13/2016 APPLICATION NUMBER: P16-129 USER: patricias SCALE: 1 in = 1,300 ft	

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ENCORE @ TRADITION PLAT NO. 1 WESTERN GROVE MPUD	DATE: 12/13/2016 APPLICATION NUMBER: P16-129 USER: patricias SCALE: 1 in = 1,300 ft

EXISTING ZONING

CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ENCORE @ TRADITION PLAT NO. 1 WESTERN GROVE MPUD	DATE: 12/13/2016 APPLICATION NUMBER: P16-129 USER: patricias SCALE: 1 in = 1,300 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. P16-129
Fee (Nonrefundable)$ 5,535.00
Receipt # 105636

PRIMARY CONTACT EMAIL ADDRESS: dave@cwiassoc.com

PROJECT NAME: Encore at Traditions Plat One

LEGAL DESCRIPTION: See Plat

LOCATION OF PROJECT SITE: SE Corner of Rangeline Road and Crosstown Parkway

PROPERTY TAX I.D. NUMBER:

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Residential

GROSS SQ. FT. OF STRUCTURE(S): N/A

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS:

UTILITIES & SUPPLIER: City of Port St. Lucie Utilities

GROSS ACREAGE & SQ. FT. OF SITE: 781.9169 Acres

FUTURE LAND USE DESIGNATION: ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
WCI Communities
8895 N. Military Trail, 101-B, Palm Beach Gardens, FL 33410
(561)345-6700

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
David P. Lindley - Caulfield & Wheeler, Inc.
7900 Glades Road, Suite 100, Boca Raton, FL 33434
(561)392-1991; (561)750-1452

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
John F. Wheeler, P.E. #25478
Caulfield & Wheeler, Inc.

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
7900 Glades Road, Suite 100, Boca Raton, FL 33434
(561)392-1991; (561)750-1452

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
	JON Rappaport	Pres. - East Region	8/1/16

WCI℠
Your Best Address.

8895 N. Military Trail, Suite 101-B
Palm Beach Gardens, Florida 33410
561.345.6700
wcicommunities.com

Date: August 19, 2016

Ms. Patricia Tobin, Director
City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: Encore at Tradition Plat One
Plat Application with Detail Plans
C&W Project #7138

Dear Ms. Keller:

This letter shall serve as permission for David P. Lindley of Caulfield & Wheeler, Inc. to act as agent on behalf of WCI Communities, LLC. for work associated with the preparation and processing of the Encore at Tradition Plat One along with Detail Plans.

Sincerely,

Nelson Bennett
Regional Director of Land Development
Authorized Agent

STATE OF FLORIDA)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 19th day of August, 2016 by Nelson Bennett, who is personally known to me OR produced N/A as identification.

Signature:

Print Name: Julie Anne DeMore
Notary Public – State of Florida
My Commission Expires:

JULIE ANNE DeMORE
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF134285
EXPIRES 6/19/2018
BONDED THRU 1-888-NOTARY1

ENCORE AT TRADITION PLAT ONE

PARCEL ID's:

4305-322-0001-000-4
4306-311-0000-000-6
4307-100-0000-000-1
4305-333-0001-000-8
4306-111-0001-000-9
4306-144-0001-000-1
4305-322-0001-000-4
4307-123-0001-000-9
4307-100-0000-000-1
4305-322-0001-000-4

DESCRIPTION:

A PORTION OF SECTIONS 6, 7 AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE THE SOUTH RIGHT-OF-WAY LINE OF CROSSTOWN PARKWAY, AS RECORDED IN OFFICIAL RECORD BOOK 2186, PAGE 548 WITH THE EAST RIGHT-OFWAY LINE OF STATE ROAD S-609 (RANGELINE ROAD), AS RECORDED IN PLAT BOOK 21, PAGE 10, BOTH OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S.89°58'45"E. ALONG THE SOUTH LINE OF SAID CROSSTOWN PARKWAY, A DISTANCE OF 4,483.87 FEET TO THE NORTHWEST CORNER OF POWERLINE ROAD, AS DESCRIBED IN EXHIBIT C OF OFFICIAL RECORD BOOK 3071, PAGE 2612 OF SAID PUBLIC RECORDS, AND THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE WEST, OF WHICH THE RADIUS POINT LIES N.89°59'01"W., A RADIAL DISTANCE OF 2,008.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID POWERLINE ROAD, THROUGH A CENTRAL ANGLE OF 00°01'30", A DISTANCE OF 0.87 FEET TO A POINT OF REVERSE CURVATURE TO THE FET HAVING A RADIUS OF 1,840.00 FEET AND A CENTRAL ANGLE OF 32°52'13"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 1,055.60 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,450.00 FEET AND A CENTRAL ANGLE OF 33°31'35"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 848.46 FEET; THENCE S.00°41'50"W. ALONG THE WEST LINE OF POWERLINE ROAD, AS DESCRIBED IN EXHIBIT C OF OFFICIAL RECORD BOOK 3071, PAGE 2651 OF SAID PUBLIC RECORDS, A DISTANCE OF 1,015.33 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET AND A CENTRAL ANGLE OF 18°08'36"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 455.99 FEET; THENCE S.18°50'26"W. ALONG THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 670.64 FEET; THENCE CONTINUE S.18°50'26"W. ALONG THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 130.02 FEET; THENCE CONTINUE S.18°50'26"W. ALONG THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 1,049.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,630.00 FEET AND A CENTRAL ANGLE OF 18°50'26"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 535.99 FEET; THENCE SOUTH ALONG THE WEST LINE OF SAID POWERLINE ROAD, A DISTANCE OF 692.33 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,430.00 FEET AND A CENTRAL ANGLE OF 07°38'23"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID POWERLINE ROAD A DISTANCE OF 190.67 FEET; THENCE N.83°21'44"W., A DISTANCE OF 95.89 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 20°02'18"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 271.04 FEET; THENCE N.63°19'26"W., A DISTANCE OF 443.18 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 69°01'31"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 1,174.60 FEET; THENCE S.47°39'03"W., A DISTANCE OF 37.48 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°31'02"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 38.62 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,030.00 FEET AND A CENTRAL ANGLE OF 09°14'44"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 166.21 FEET; THENCE S.58°22'45"W., A DISTANCE OF 192.70 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.58°36'46"W., A RADIAL DISTANCE OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°25'57", A DISTANCE OF 239.30 FEET; THENCE S.16°57'17"E., A DISTANCE OF 122.14 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 26°31'12"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 439.72 FEET; THENCE S.09°33'56"W., A DISTANCE OF 28.80 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 53°04'22"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 879.98 FEET; THENCE S.62°38'18"W., A DISTANCE OF 350.26 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,200.00 FEET AND A CENTRAL ANGLE OF 30°29'04"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 638.46 FEET; THENCE N.86°52'38"W., A DISTANCE OF 171.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 13°15'15"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 185.06 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 16°23'59"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 228.98 FEET; THENCE S.89°58'38"W., A DISTANCE OF 311.64 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD S-609 (RANGELINE ROAD); THENCE N.00°01'22"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 485.56 FEET; THENCE N.85°42'58"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 74.89 FEET; THENCE N.02°05'08"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5,257.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 5,654.58 FEET AND A CENTRAL ANGLE OF 02°06'23"; THENCE NORTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE A DISTANCE OF 207.88 FEET; THENCE N.00°01'15"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,337.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

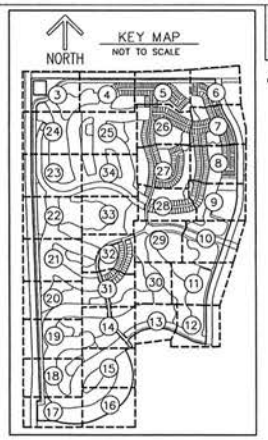
WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
CONTAINING 33,081,631 SQUARE FEET/759.4497 ACRES MORE OR LESS.

ENCORE AT TRADITION PLAT ONE

BEING A PORTION OF SECTIONS 6, 7 AND 18,
TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS — ENGINEERS — PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 — (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591



PLAT BOOK _____
PAGE _____

SHEET 1 OF 34

DESCRIPTION:

A PORTION OF SECTIONS 6, 7 AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ALONG THE SOUTH LINE OF SAID CROSSTOWN PARKWAY, A DISTANCE OF 4,483.87 FEET TO THE NORTHWEST CORNER OF N/S A, AS DESCRIBED IN EXHIBIT C OF OFFICIAL RECORD BOOK 3071, PAGE 2612 OF SAID PUBLIC RECORDS, AND THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE WEST, OF WHICH THE RADIUS POINT LIES N.89°59'01"W., A RADIAL DISTANCE OF 2,008.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID N/S A, THROUGH A CENTRAL ANGLE OF 00°01'30", A DISTANCE OF 0.87 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 1,840.00 FEET AND A CENTRAL ANGLE OF 32°52'13"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID N/S A, A DISTANCE OF 1,055.60 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,450.00 FEET AND A CENTRAL ANGLE OF 33°31'35"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID N/S A, A DISTANCE OF 848.46 FEET; THENCE S.00°41'50"W. ALONG THE WEST LINE OF N/S A, AS DESCRIBED IN EXHIBIT C OF OFFICIAL RECORD BOOK 3071, PAGE 2651 OF SAID PUBLIC RECORDS, A DISTANCE OF 1,015.33 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET AND A CENTRAL ANGLE OF 18°08'36"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID N/S A, A DISTANCE OF 455.99 FEET; THENCE S.18°50'26"W. ALONG THE WEST LINE OF SAID N/S A, A DISTANCE OF 670.64 FEET; THENCE CONTINUE S.18°50'26"W. ALONG THE WEST LINE OF SAID N/S A, A DISTANCE OF 130.02 FEET; THENCE CONTINUE S.18°50'26"W. ALONG THE WEST LINE OF SAID N/S A, A DISTANCE OF 1,049.93 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 1,630.00 FEET AND A CENTRAL ANGLE OF 18°50'26"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID N/S A, A DISTANCE OF 535.99 FEET; THENCE SOUTH ALONG THE WEST LINE OF SAID N/S A, A DISTANCE OF 692.33 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,430.00 FEET AND A CENTRAL ANGLE OF 07°36'23"; THENCE SOUTHERLY ALONG THE ARC OF THE WEST LINE OF SAID N/S A A DISTANCE OF 190.67 FEET; THENCE N.83°21'44"W., A DISTANCE OF 95.89 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 775.00 FEET AND A CENTRAL ANGLE OF 20°02'18"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 271.04 FEET; THENCE N.63°19'26"W., A DISTANCE OF 443.18 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 69°01'31"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 1,174.60 FEET; THENCE S.47°39'03"W., A DISTANCE OF 37.48 FEET TO A POINT OF CURVATURE TO THE LEFT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°31'02"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 38.62 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,030.00 FEET AND A CENTRAL ANGLE OF 09°14'44"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 166.21 FEET; THENCE S.58°22'45"W., A DISTANCE OF 192.70 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.58°36'46"W., A RADIAL DISTANCE OF 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°25'57", A DISTANCE OF 239.30 FEET; THENCE S.16°57'17"E., A DISTANCE OF 122.14 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 26°31'12"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 439.72 FEET; THENCE S.09°33'36"W., A DISTANCE OF 28.80 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 53°04'22"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 879.98 FEET; THENCE S.62°38'18"W., A DISTANCE OF 350.26 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 1,200.00 FEET AND A CENTRAL ANGLE OF 30°29'04"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 638.46 FEET; THENCE N.86°52'38"W., A DISTANCE OF 171.86 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 13°15'15"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 185.06 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 16°23'59"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 228.98 FEET; THENCE S.89°58'38"W., A DISTANCE OF 311.84 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF SAID STATE ROAD S-609 (RANGELINE ROAD); THENCE N.00°01'22"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 485.56 FEET; THENCE N.85°42'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 74.89 FEET; THENCE N.02°05'08"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5,257.15 FEET TO A POINT OF CURVATURE TO THE RIGHT HAVING A RADIUS OF 5,654.58 FEET AND A CENTRAL ANGLE OF 02°06'23"; THENCE NORTHERLY ALONG THE ARC OF SAID RIGHT-OF-WAY LINE A DISTANCE OF 207.88 FEET; THENCE N.00°01'15"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,337.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

WESTERN GROVE PLAT NO. 2 ALLAPATTAH SUBSTATION, AS RECORDED IN PLAT BOOK 58, PAGE 12 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
CONTAINING 33,081,631 SQUARE FEET/759.4497 ACRES MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE OF OWNERSHIP AND DEDICATIONS:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY (AS TO THE PROPERTIES DESCRIBED IN PARAGRAPHS 1-13 HEREINAFTER), AS THE OWNERS OF THE LAND DESCRIBED AND PLATTED HEREIN AS ENCORE AT TRADITION, BEING IN ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS TO THE EXTENT OF THEIR OWNERSHIP:

1. THE ROAD RIGHTS-OF-WAY TRACTS R-1 THROUGH R-9, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS PRIVATE ROAD RIGHTS-OF-WAY FOR THE PURPOSE OF PROVIDING INGRESS, EGRESS, UTILITIES AND DRAINAGE INSTALLATION AND OPERATION, AND ARE THE MAINTENANCE OBLIGATION OF SAID MASTER ASSOCIATION AND ITS SUCCESSORS AND ASSIGNS. ALL STREETS OR ROADS DESIGNATED HEREON AS PRIVATE STREETS OR ROADS ARE HEREBY SPECIFICALLY SET ASIDE FOR THE USE OF THE ABUTTING PROPERTY OWNERS ONLY, AND IN NO WAY CONSTITUTE A DEDICATION TO THE GENERAL PUBLIC OR THE CITY OF PORT ST. LUCIE, IT BEING SPECIFICALLY UNDERSTOOD THAT NO OBLIGATION IS IMPOSED ON THE CITY, NOR SHALL ANY REQUEST BE ENTERTAINED BY THE CITY TO MAINTAIN OR IMPROVE THE PRIVATE STREETS OR ROADS. AN EASEMENT OVER, ACROSS, UNDER AND THROUGH SAID PRIVATE ROAD RIGHTS-OF-WAY IS ALSO DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES, AND ACCESS FOR THE CITY OF PORT ST. LUCIE SERVICE AND EMERGENCY VEHICLES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT AREA EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

2. THE UTILITY EASEMENTS (UE), AS SHOWN HEREON, ARE HEREBY DEDICATED TO FLORIDA POWER AND LIGHT COMPANY, HOME TOWN CABLE TV LLC AND ALL PUBLIC UTILITIES, INCLUDING TELECOMMUNICATIONS SERVICES, FOR UTILITY PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF EACH UTILITY WITHIN SAID EASEMENT. SAID EASEMENT AS SHOWN HEREON IS ALSO DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND FACILITIES, INCLUDING, BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE CITY OF PORT ST. LUCIE, FLORIDA SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE, FLORIDA.

3. THE PRIVATE UTILITY EASEMENTS (P.U.E.) SHOWN HEREON ARE HEREBY DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTE WATER LINES AND APPURTENANT FACILITIES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENTS EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER OR ACROSS THE EASEMENT AREAS WITHOUT THE CITY'S WRITTEN PERMISSION.

4. THE DRAINAGE EASEMENTS (DE) AND PRIVATE DRAINAGE EASEMENTS (PDE) AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS PRIVATE DRAINAGE EASEMENTS FOR THE PURPOSE OF ACCESS TO AND THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE FACILITIES.

5. THE OPEN SPACE TRACTS O-1 THROUGH O-32 AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR OPEN SPACE, DRAINAGE OPERATIONS, AND MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPING AND IRRIGATION LINES, PIPES AND FACILITIES.

6. TRACTS GC (GOLF COURSE) TRACTS 2, 3, 4, 5, 14, 15, 67, 89, 118, 1011, 1213, 16, 17, AQUA RANGE TRACT AND MAINTENANCE FACILITY TRACT M AS SHOWN HEREON, ARE HEREBY DEDICATED TO WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR GOLF COURSE, OPEN SPACE DRAINAGE, OPERATIONS, AND MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPING AND IRRIGATION LINES, PIPES AND FACILITIES.

7. THE WATER MANAGEMENT TRACTS L7-A, L7-B, L7-C, L7-D, L7-E, L10-A, L10-B, L10-C, L11-A, L11-B, L11-C, L11-D, L12-A, L12-B, L12-C, L12-D, L12-E, L12-F, L13-A, L13-B, L13-C, L13-D, AND CANAL TRACT, AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR WATER MANAGEMENT PURPOSES AND FOR LAKE MAINTENANCE PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITIES OF SAID ENCORE AT TRADITION MASTER ASSOCIATION, INC., ITS SUCCESSORS AND OR ASSIGNS.

8. THE LAKE MAINTENANCE EASEMENTS (LME) AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, AS LAKE MAINTENANCE EASEMENTS FOR THE PURPOSE OF ACCESS TO AND THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE WATER MANAGEMENT TRACTS, AND SUCH LAKE MAINTENANCE EASEMENTS ARE THE MAINTENANCE RESPONSIBILITY OF SAID ENCORE AT TRADITION MASTER ASSOCIATION, INC., ITS SUCCESSORS AND OR ASSIGNS.

9. THE RECREATION AREAS TRACTS AM AND CH, AS SHOWN HEREON, ARE HEREBY DEDICATED TO WCI COMMUNITIES, LLC, AND ITS SUCCESSORS AND ASSIGNS, FOR RECREATION PURPOSES, AND SUCH TRACTS ARE THE MAINTENANCE RESPONSIBILITY OF WCI COMMUNITIES, LLC, AND ITS SUCCESSORS AND OR ASSIGNS.

10. PARCELS A, B, C, D, E AND TRACT C, AS SHOWN HEREON, ARE HEREBY RESERVED FOR WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA, AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF PORT ST. LUCIE.

11. LIFT STATION EASEMENTS (LSE), AS SHOWN HEREON ARE UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREAS WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IN THE EVENT SUCH VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, DESIGNEES OR CONTRACTORS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE.

12. THE CONSERVATION EASEMENTS, AS SHOWN HEREON, ARE HEREBY DEDICATED TO ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR CONSERVATION PURPOSES, AND SUCH TRACTS ARE THE MAINTENANCE RESPONSIBILITY OF WCI COMMUNITIES, LLC, AND ITS SUCCESSORS AND OR ASSIGNS.

13. A NON-EXCLUSIVE, PERPETUAL EASEMENT OVER, UNDER, ACROSS AND THROUGH RIGHT-OF-WAY TRACTS R-1 THROUGH R-9, INCLUSIVE, AND ALL UTILITY EASEMENTS (UE), IS HEREBY DEDICATED TO THE FEDERAL, STATE, AND LOCAL GOVERNMENT AGENCIES AND TO ALL PUBLIC UTILITIES AS DEFINED BY FLORIDA LAW AS MAY BE AMENDED FROM TIME TO TIME, WHETHER PRIVATELY OR GOVERNMENTALLY OWNED, FOR INGRESS AND EGRESS AND USE IN PERFORMING AND DISCHARGING OF THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES, INCLUDING INGRESS AND EGRESS BY POLICE, FIRE AND OTHER EMERGENCY SERVICES. THE FOREGOING DEDICATION OF EASEMENT SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS.

14. A NON-EXCLUSIVE, PERPETUAL EMERGENCY ACCESS EASEMENT IS HEREBY DEDICATED TO THE FEDERAL, STATE, AND LOCAL GOVERNMENT AGENCIES AND TO ALL PUBLIC UTILITIES AS DEFINED BY FLORIDA LAW AS MAY BE AMENDED FROM TIME TO TIME, WHETHER PRIVATELY OR GOVERNMENTALLY OWNED, FOR INGRESS AND EGRESS AND USE IN PERFORMING AND DISCHARGING OF THEIR RESPECTIVE OFFICIAL DUTIES AND OBLIGATIONS TO PROVIDE UTILITY AND OTHER GOVERNMENTAL SERVICES, INCLUDING INGRESS AND EGRESS BY POLICE, FIRE AND OTHER EMERGENCY SERVICES. THE FOREGOING DEDICATION OF EASEMENT SHALL NOT, IN AND OF ITSELF, CONSTITUTE PERMISSION TO ANY UTILITY PROVIDER TO USE THE LANDS DESCRIBED IN THIS PLAT TO PROVIDE SERVICES, NOR SHALL IT CONSTITUTE A PUBLIC DEDICATION OF THE SAME LANDS.

CERTIFICATE OF OWNERSHIP AND DEDICATIONS CONTINUED:

IN WITNESS WHEREOF, THE ABOVE NAMED HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____
AND ITS COMPANY SEAL TO BE AFFIXED HERETO, THIS _____ DAY OF _____, 201__.

WCI COMMUNITIES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME
TITLE

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED _____ ON BEHALF OF WCI COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY. HE IS [ ] PERSONALLY KNOW TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 201__.

_____ _____
COMMISSION NO. & NOTARY PUBLIC, STATE OF FLORIDA
EXPIRATION DATE

PRINT NAME: _____

WCI COMMUNITIES, LLC

CITY OF PORT ST. LUCIE
PROJECT NO. P16-129

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

ENCORE AT TRADITION PLAT ONE

BEING A PORTION OF SECTIONS 6, 7 AND 18,
TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

ACCEPTANCE OF RESERVATIONS:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____ 201_.

THE ENCORE AT TRADITION
MASTER ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

WITNESS: _____
PRINT NAME
PRESIDENT

BY: _____

WITNESS: _____
PRINT NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME PERSONALLY APPEARED _____ WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF THE ENCORE AT TRADITION MASTER ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____ 201_.

COMMISSION NO. &
EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

MORTGAGEE'S CONSENT:

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORDS BOOK _____, AT PAGE _____ OF THE PUBLIC RECORDS OF _____ COUNTY, _____, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____ AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____ 201_.

WITNESS: _____
PRINT NAME _____

BY: _____
PRINT NAME & TITLE

WITNESS: _____
PRINT NAME _____

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME PERSONALLY APPEARED _____ WHO IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF _____ A _____ AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE/SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID _____ AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE SEAL OF SAID _____ AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR _____ AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID _____

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____ 201_.

COMMISSION NO. &
EXPIRATION DATE

NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF _____

I, _____ MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____ 201_, AT _____(A.M.):

1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF ENCORE AT TRADITION IS IN THE NAME OF THE ENTITIES AND/OR PERSONS EXECUTING THE DEDICATION HEREON.

2) ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASED OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LISTED AS FOLLOWS:

MORTGAGE AGREEMENT RECORDED ON _____ IN OFFICIAL RECORD BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF _____ COUNTY, _____

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 20__.

DATED THIS _____ DAY OF _____ 201_

NAME
TITLE
ADDRESS

CLERK'S RECORDING CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____ PAGE(S) _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____ 201_.

JOSEPH E. SMITH
CLERK OF THE CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

APPROVAL OF CITY:

STATE OF FLORIDA
CITY OF PORT ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF ENCORE AT TRADITION PLAT ONE, HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS _____ DAY OF _____ 201_.

ATTEST:

CITY OF PORT ST. LUCIE

KAREN A. PHILLIPS, CITY CLERK

GREGORY J. GRAVEC, MAYOR

SURVEYOR'S NOTES:

1) BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING OF S.69°58'45"E. ALONG THE SOUTH LINE OF CROSSTOWN PARKWAY, AS RECORDED IN OFFICIAL RECORD BOOK 2188, PAGE 548 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

2) ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS OTHERWISE NOTED.

3) NOTE: THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

4) "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THIS IS TO CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS (P.C.P.'S) AND LOT CORNERS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF PORT ST. LUCIE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA. THIS _____ DAY OF _____ 201_.

DAVID P. LINDLEY
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 5005

CLERK OF THE COURT

THE ENCORE AT TRADITION MASTER ASSOCIATION, INC.

MORTGAGEE

SURVEYOR

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

ENCORE AT TRADITION PLAT ONE

BEING A PORTION OF SECTIONS 6, 7 AND 18,
TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

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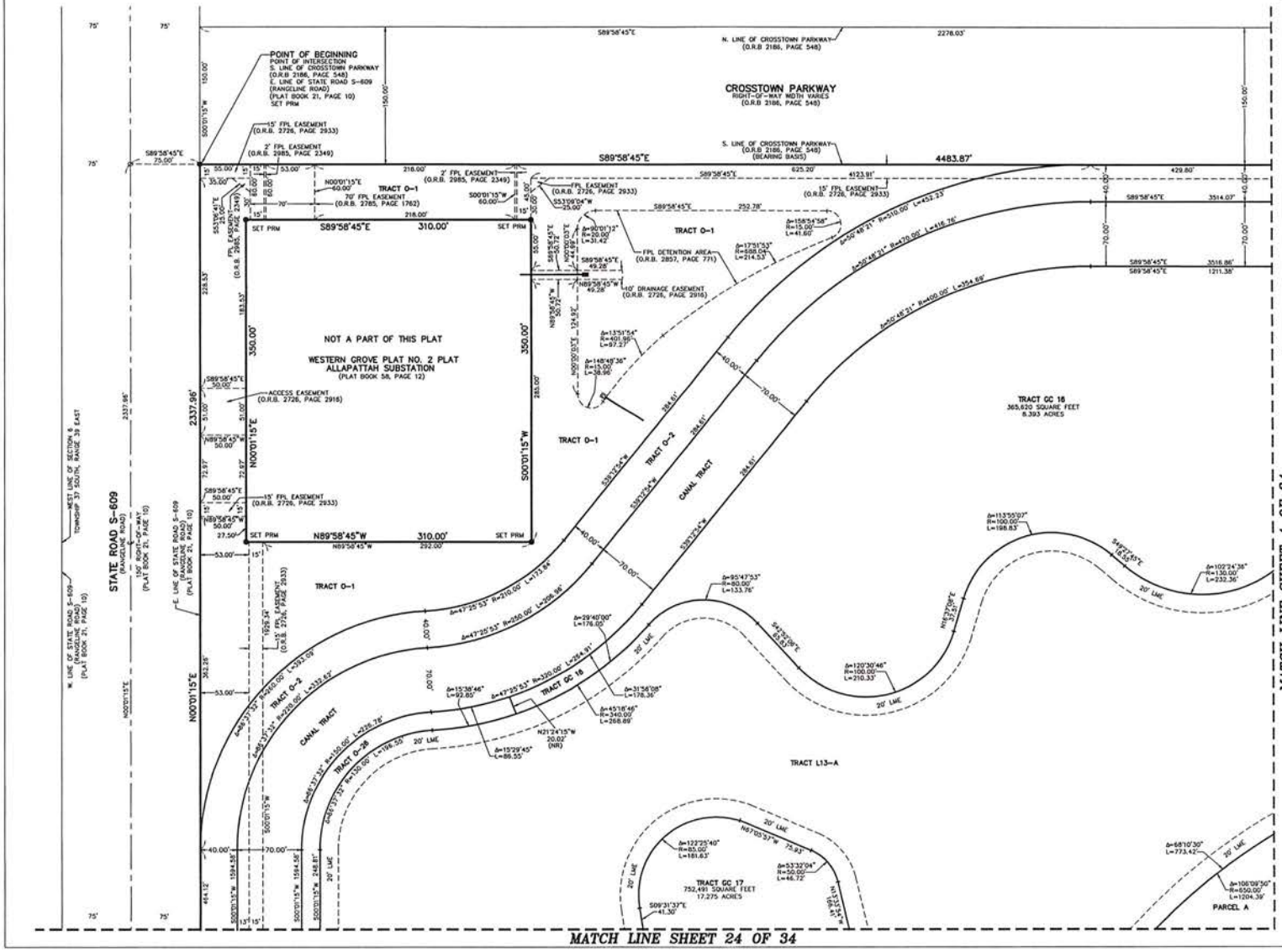

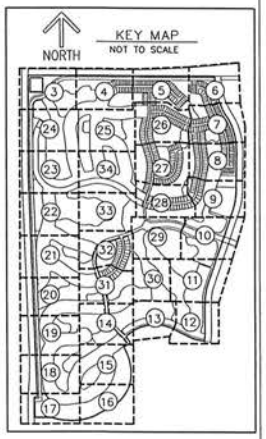

NORTH

GRAPHIC SCALE
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INTENDED DISPLAY SCALE 1 INCH = 50 FEET

LEGEND/ABBREVIATIONS

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CITY OF PORT ST. LUCIE
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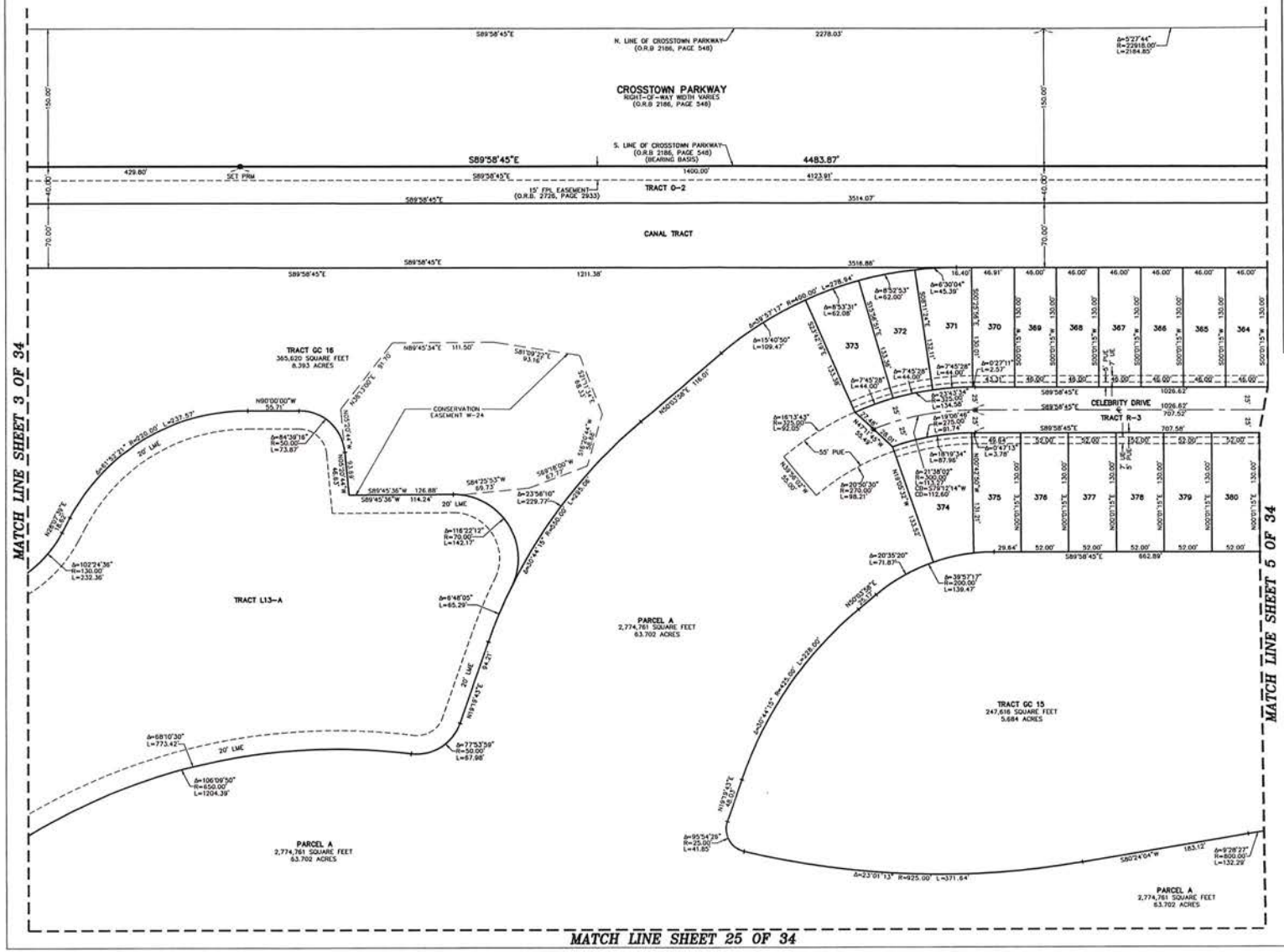

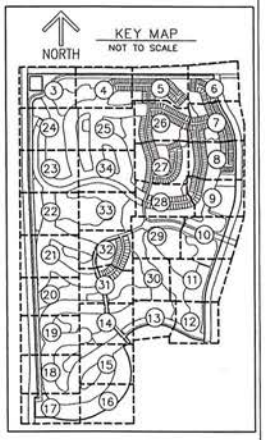

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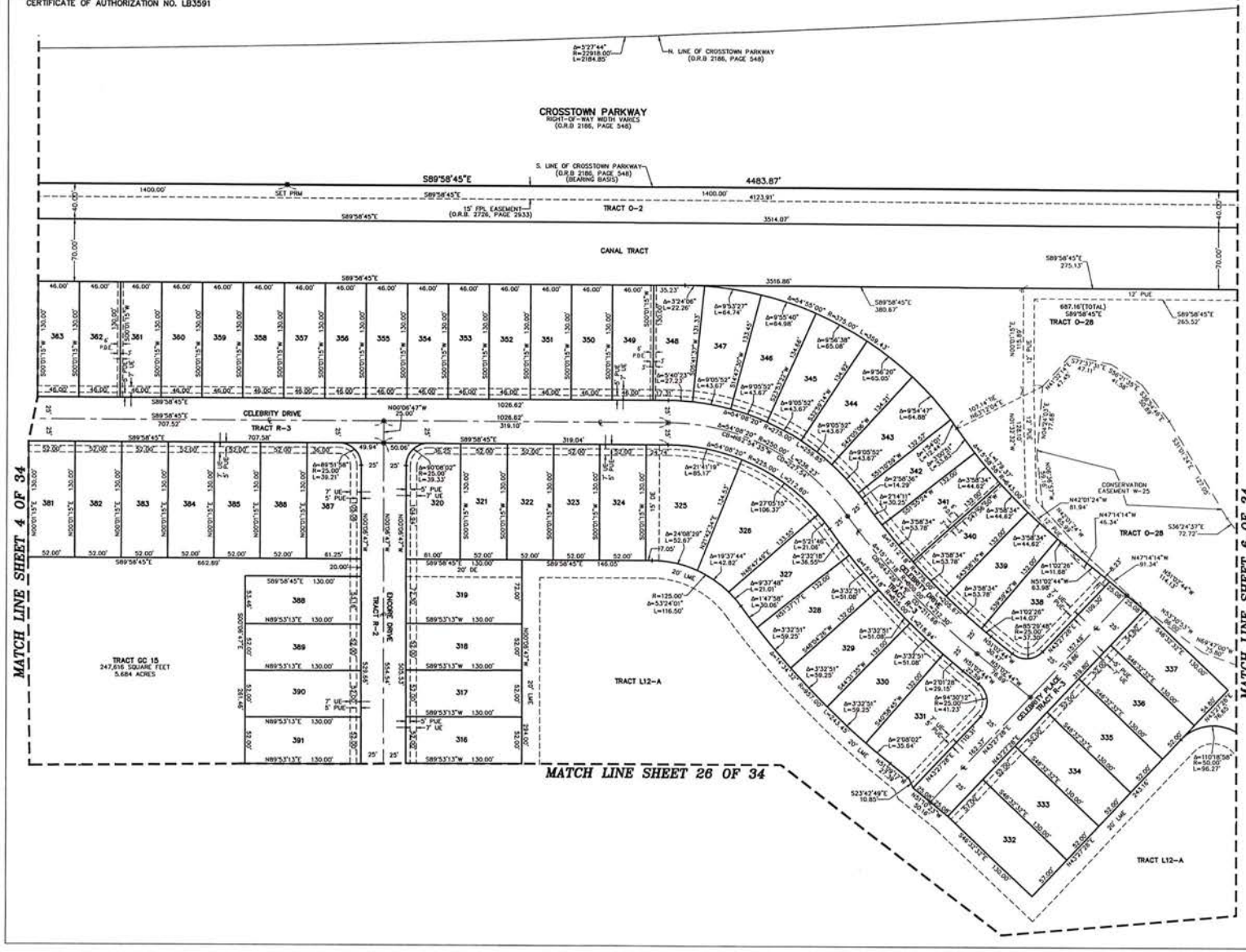

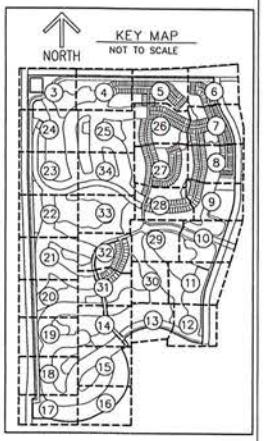

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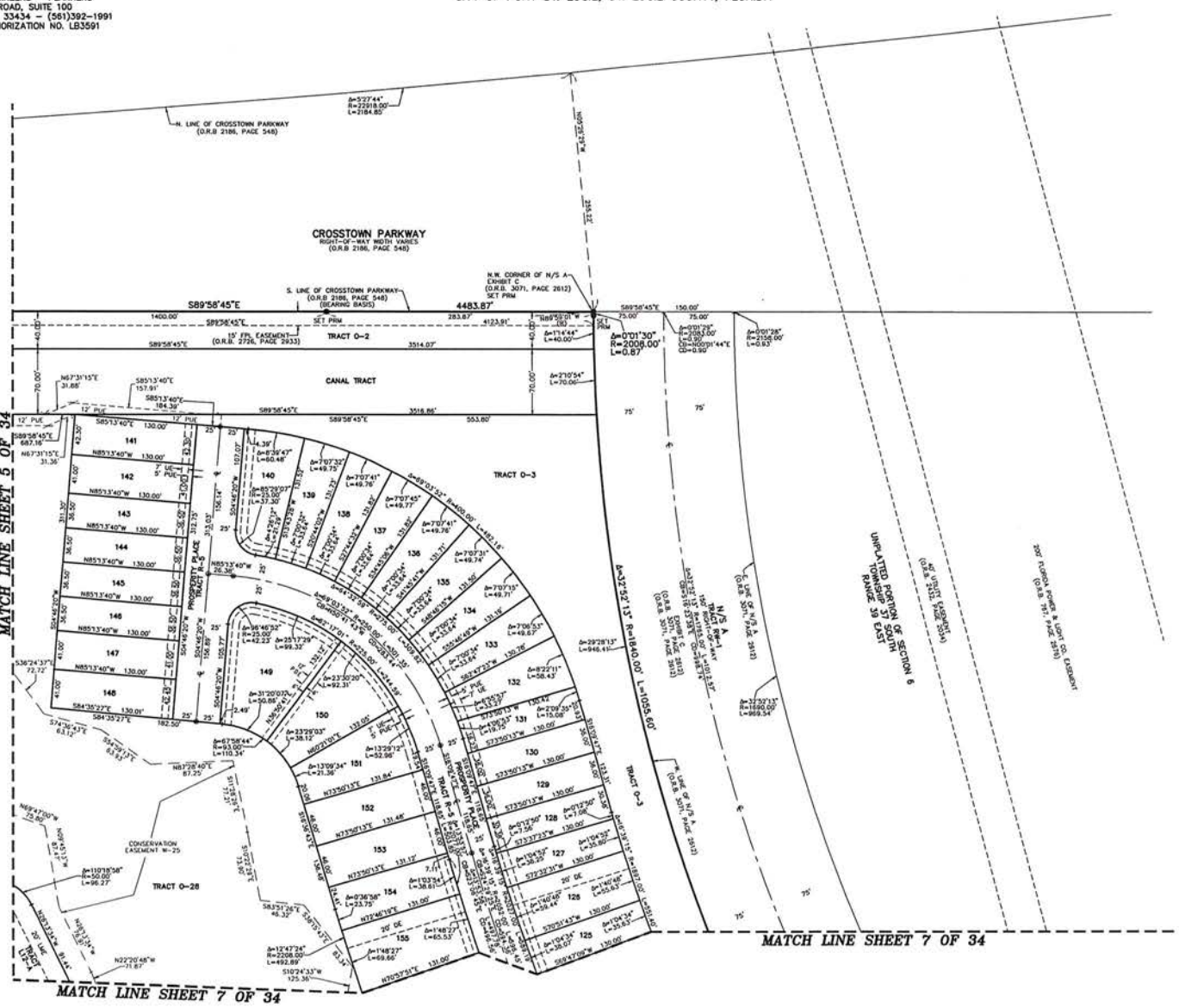

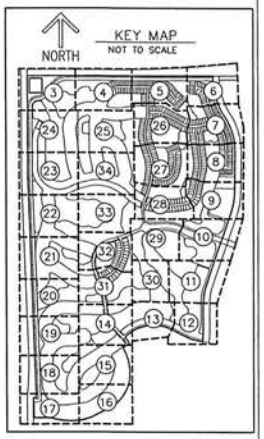

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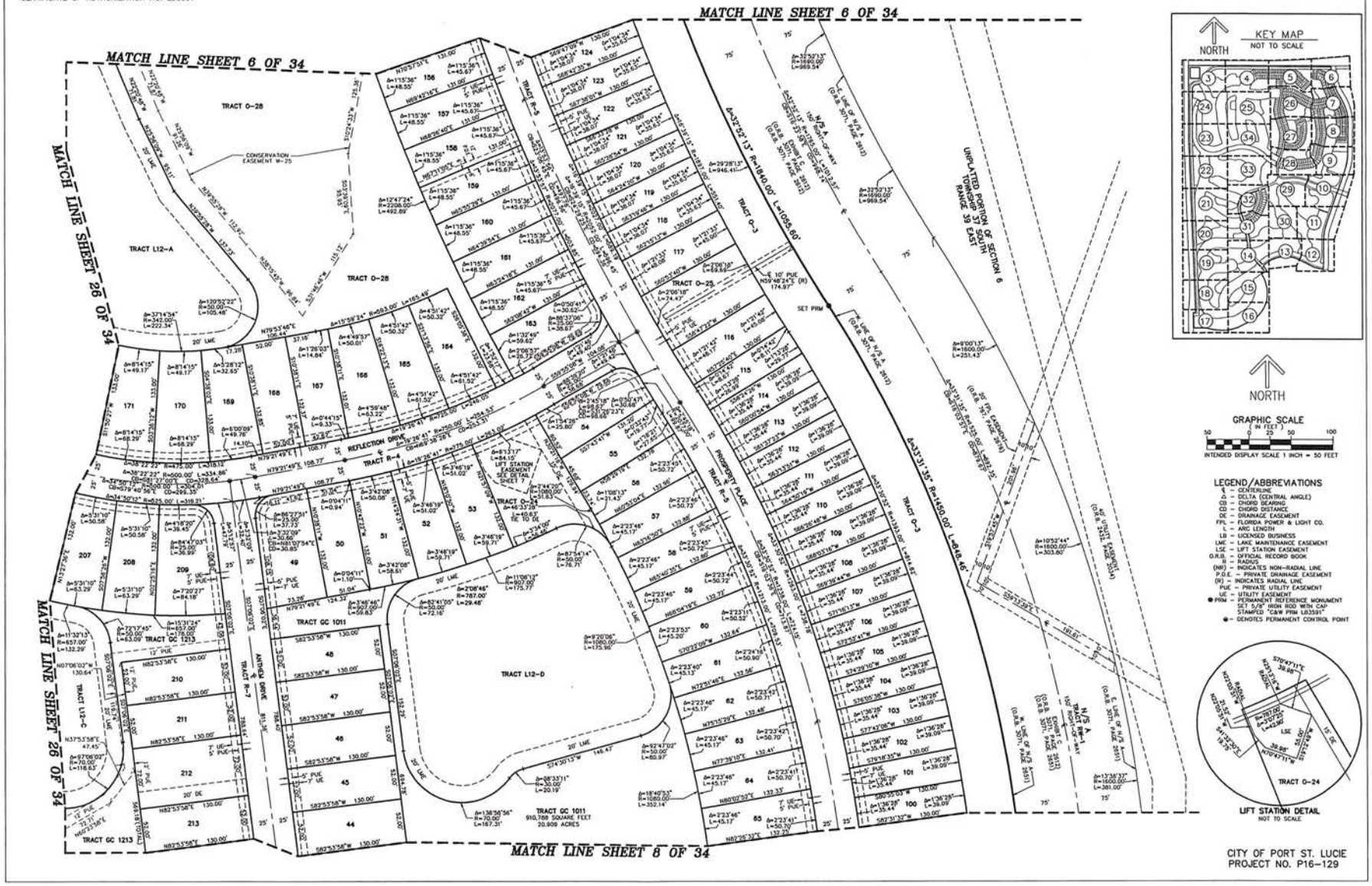

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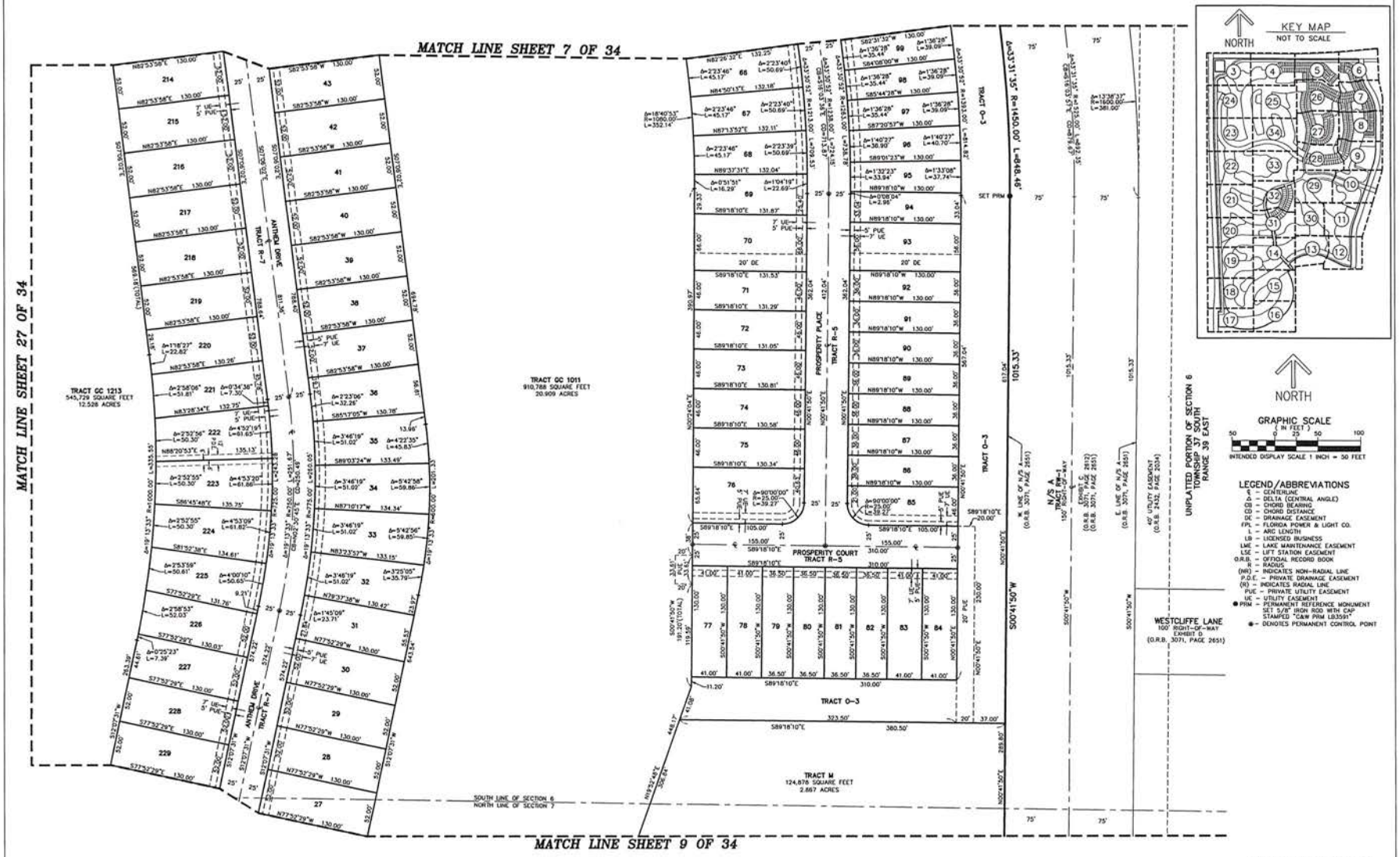

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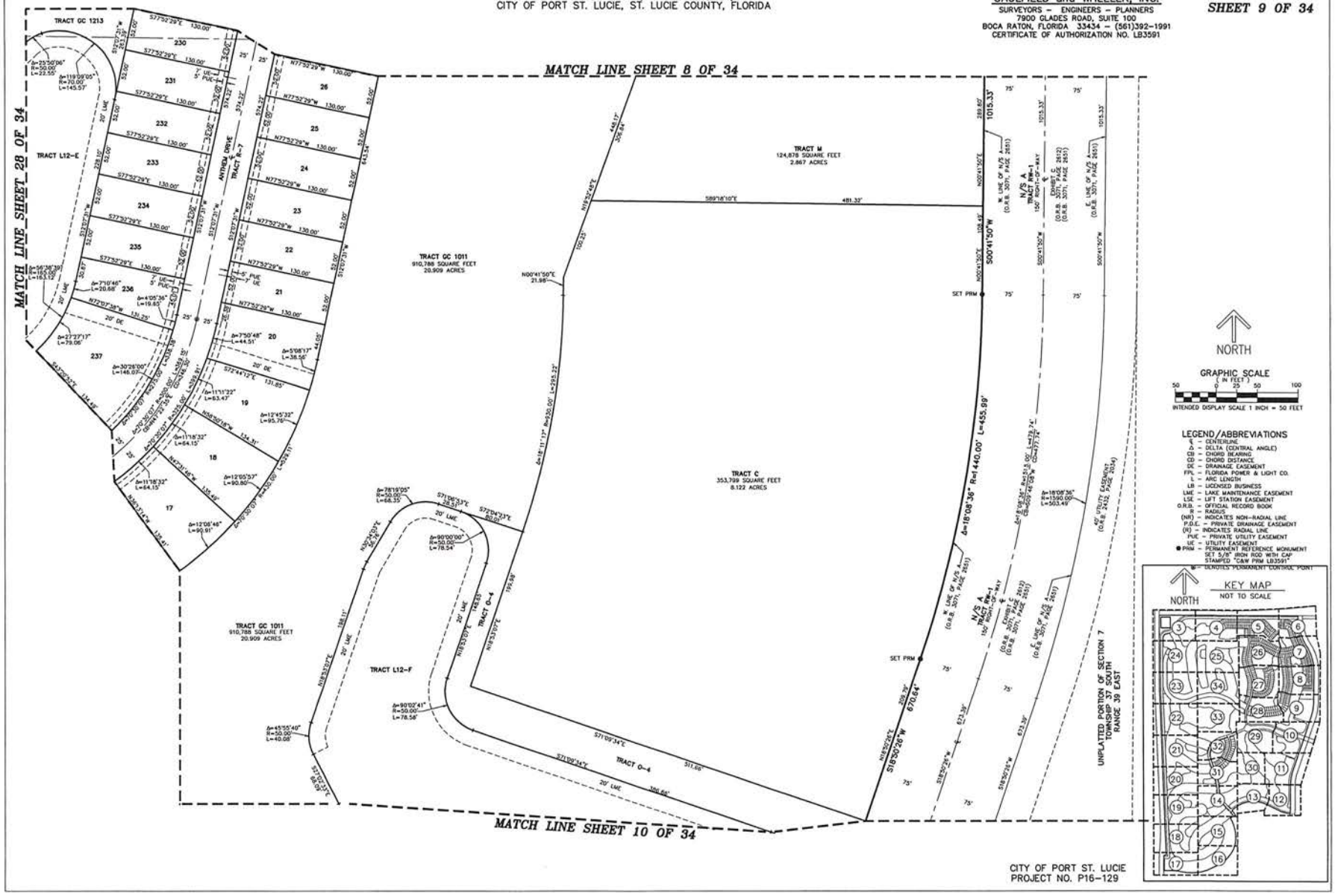

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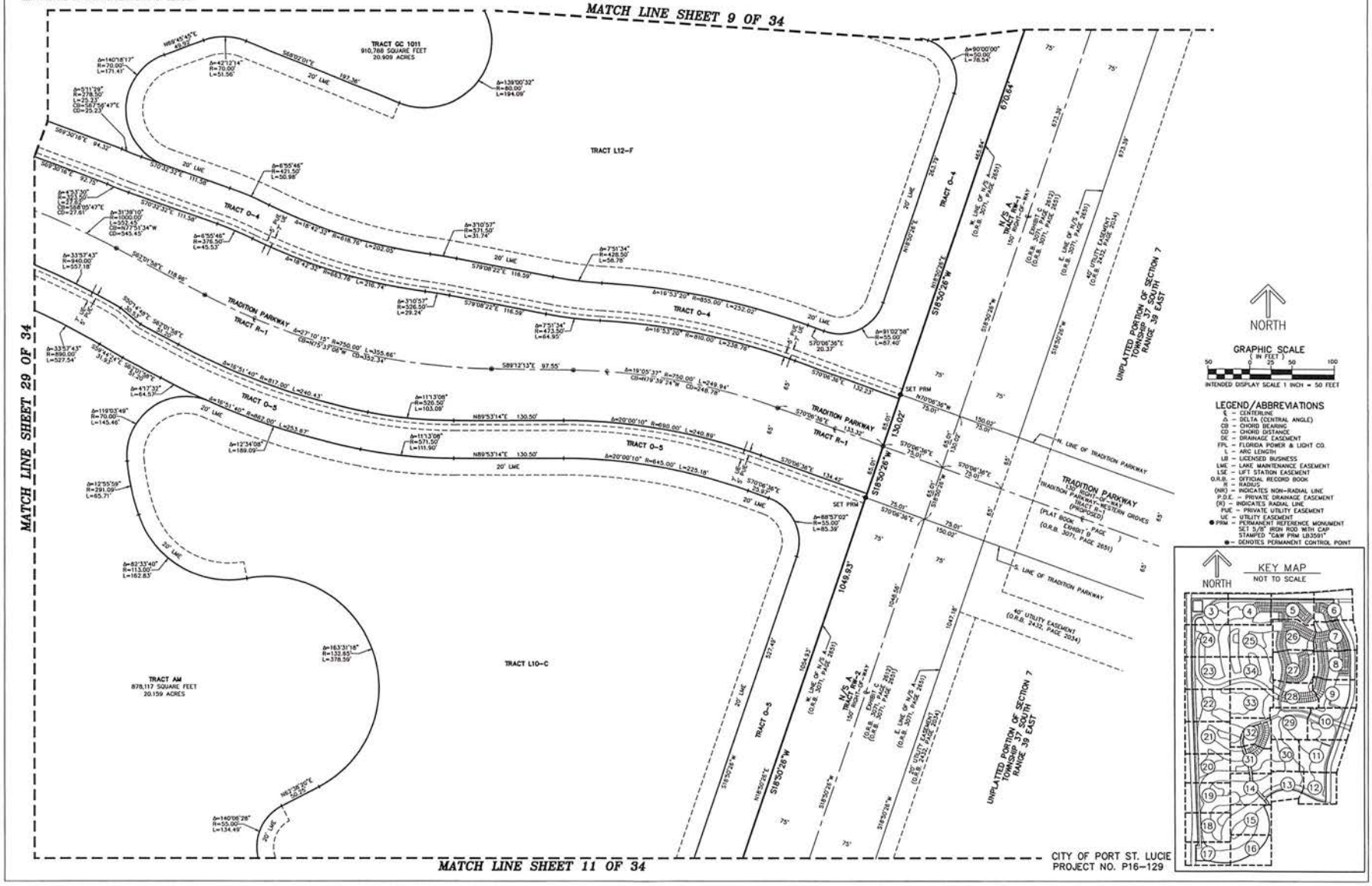

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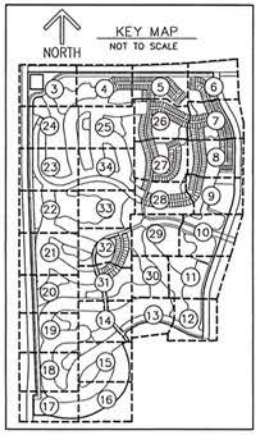

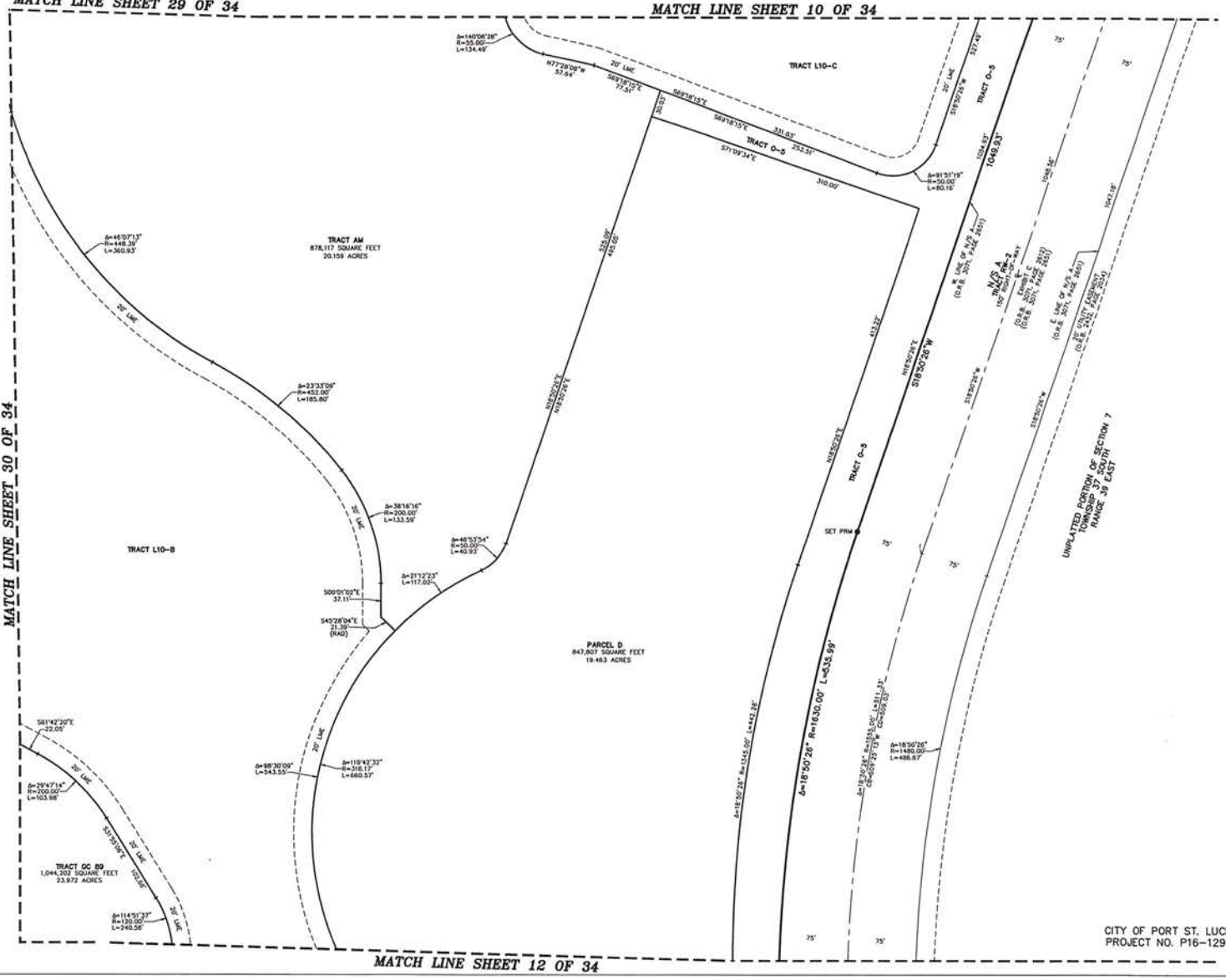

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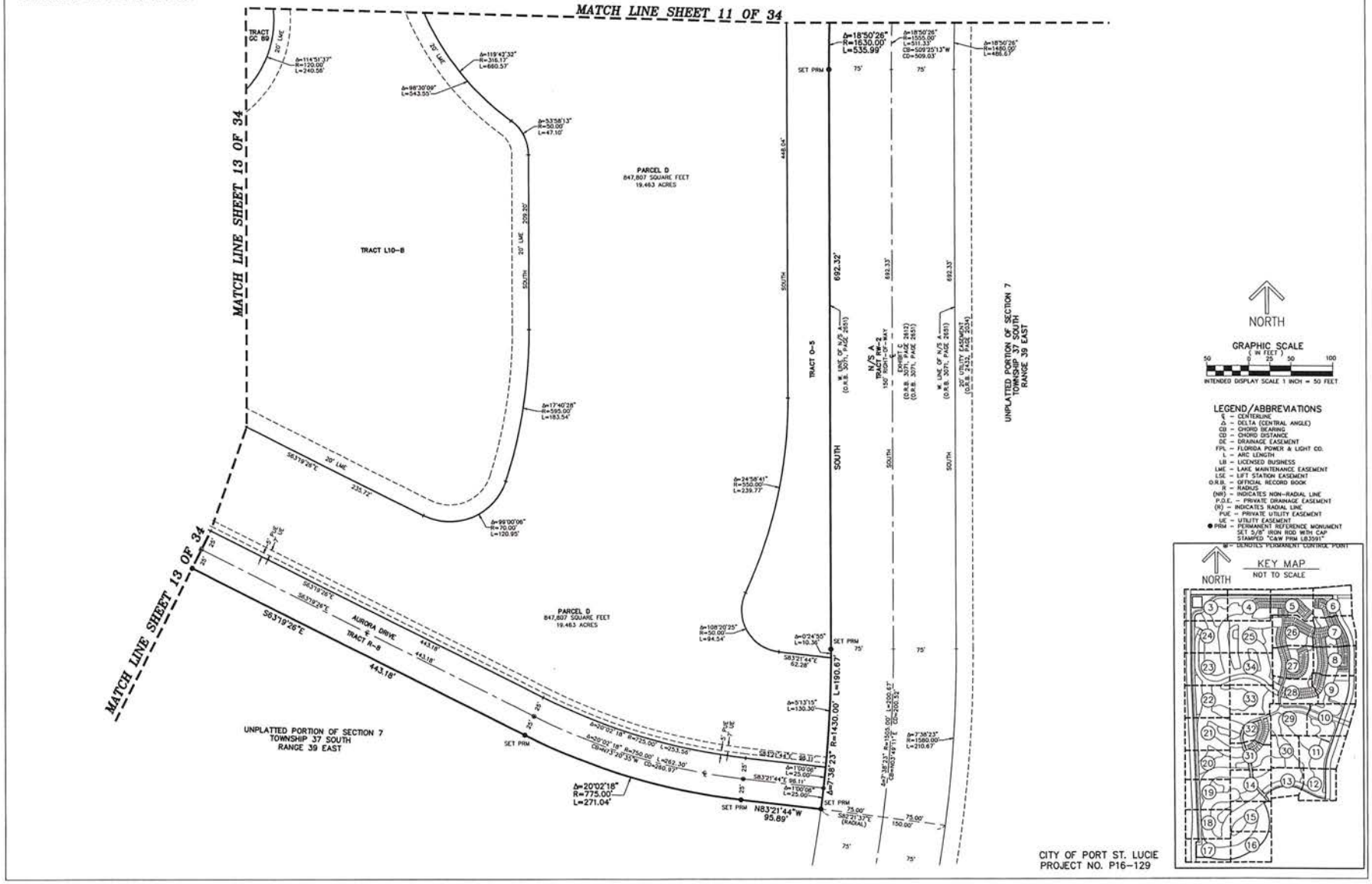

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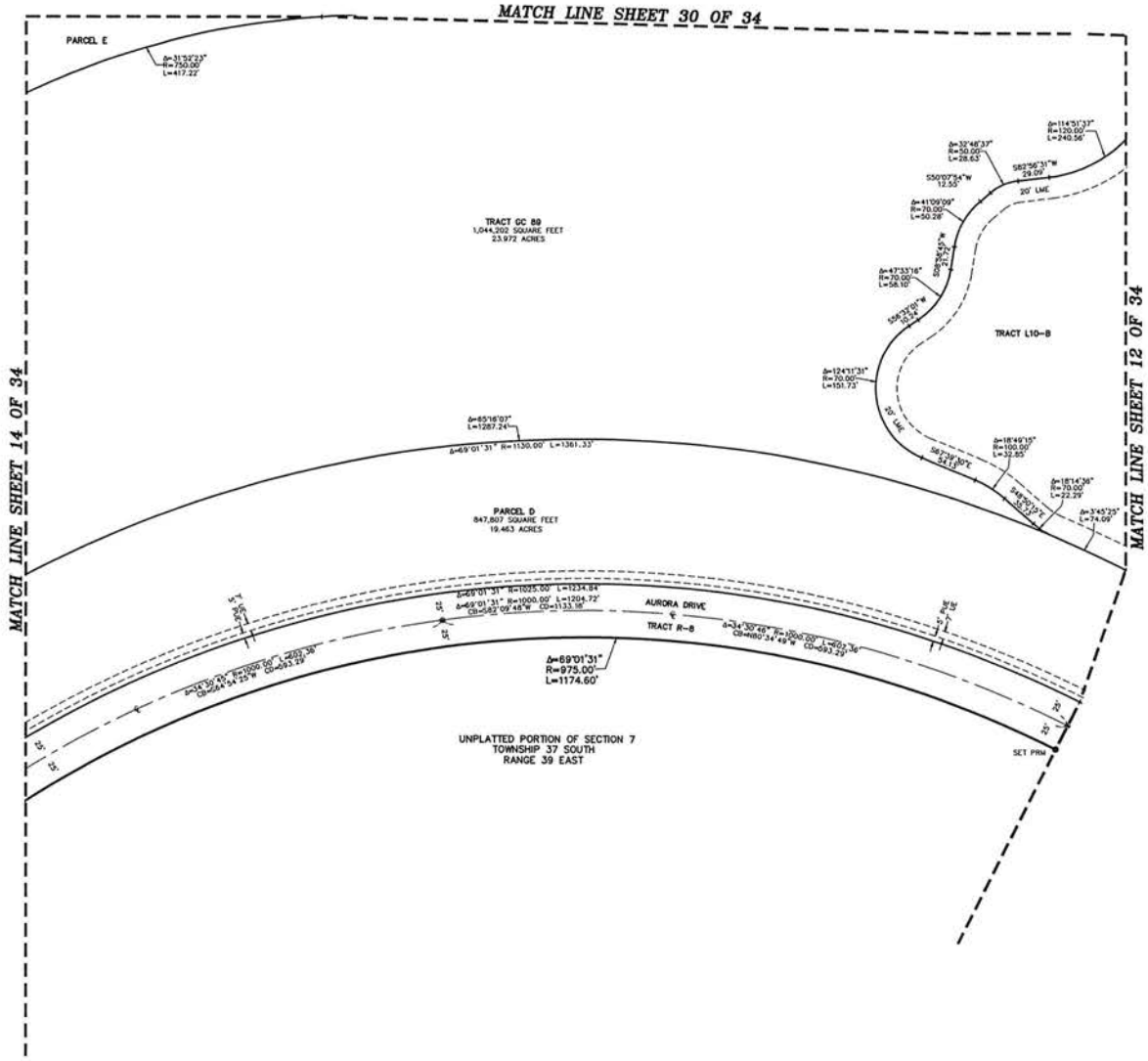

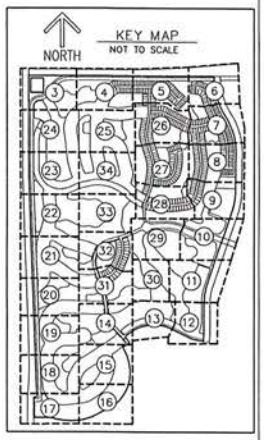

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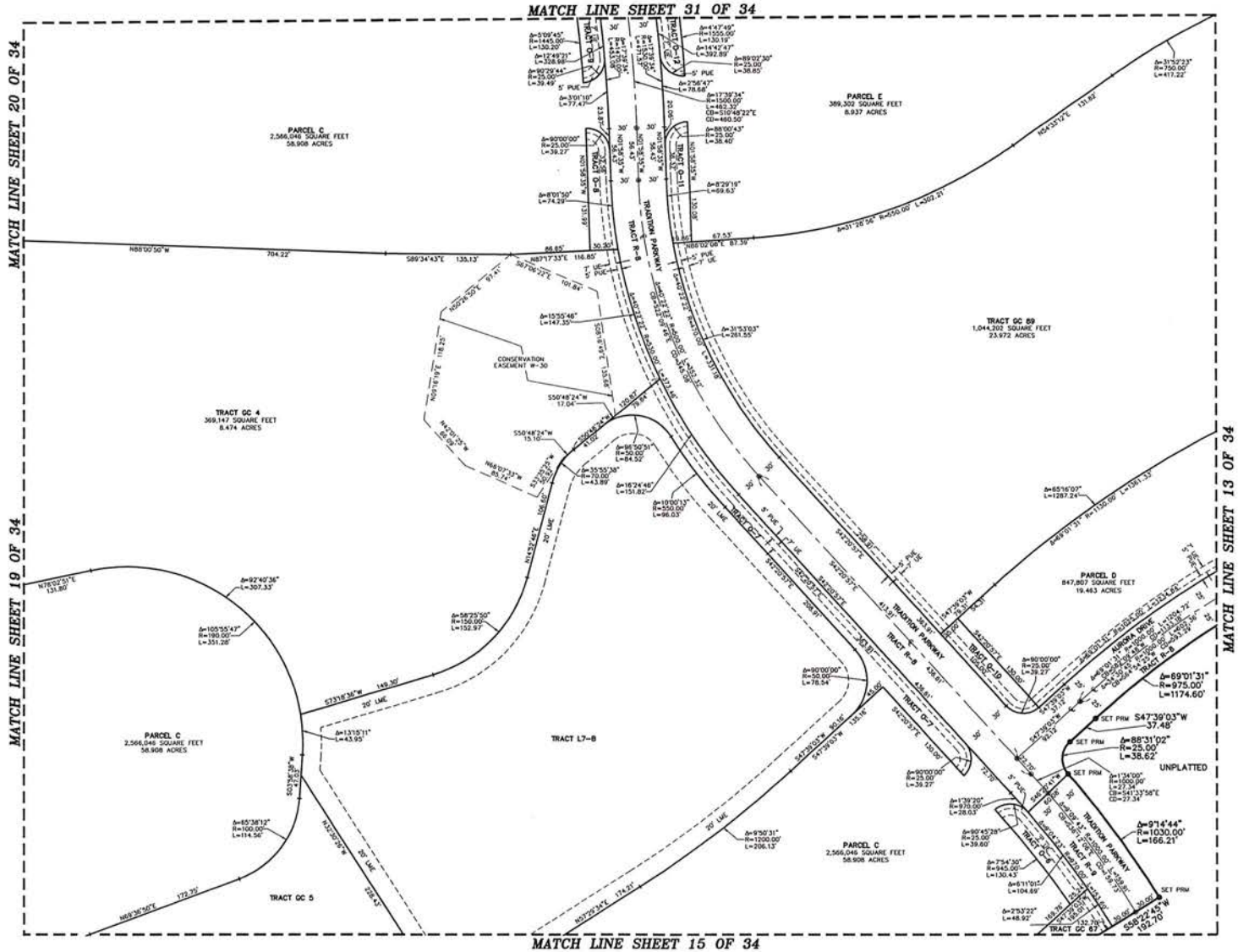

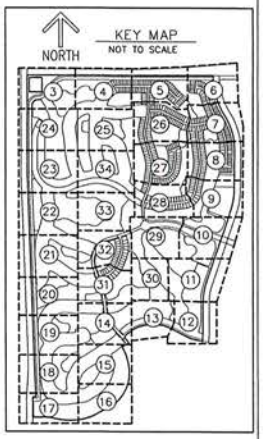

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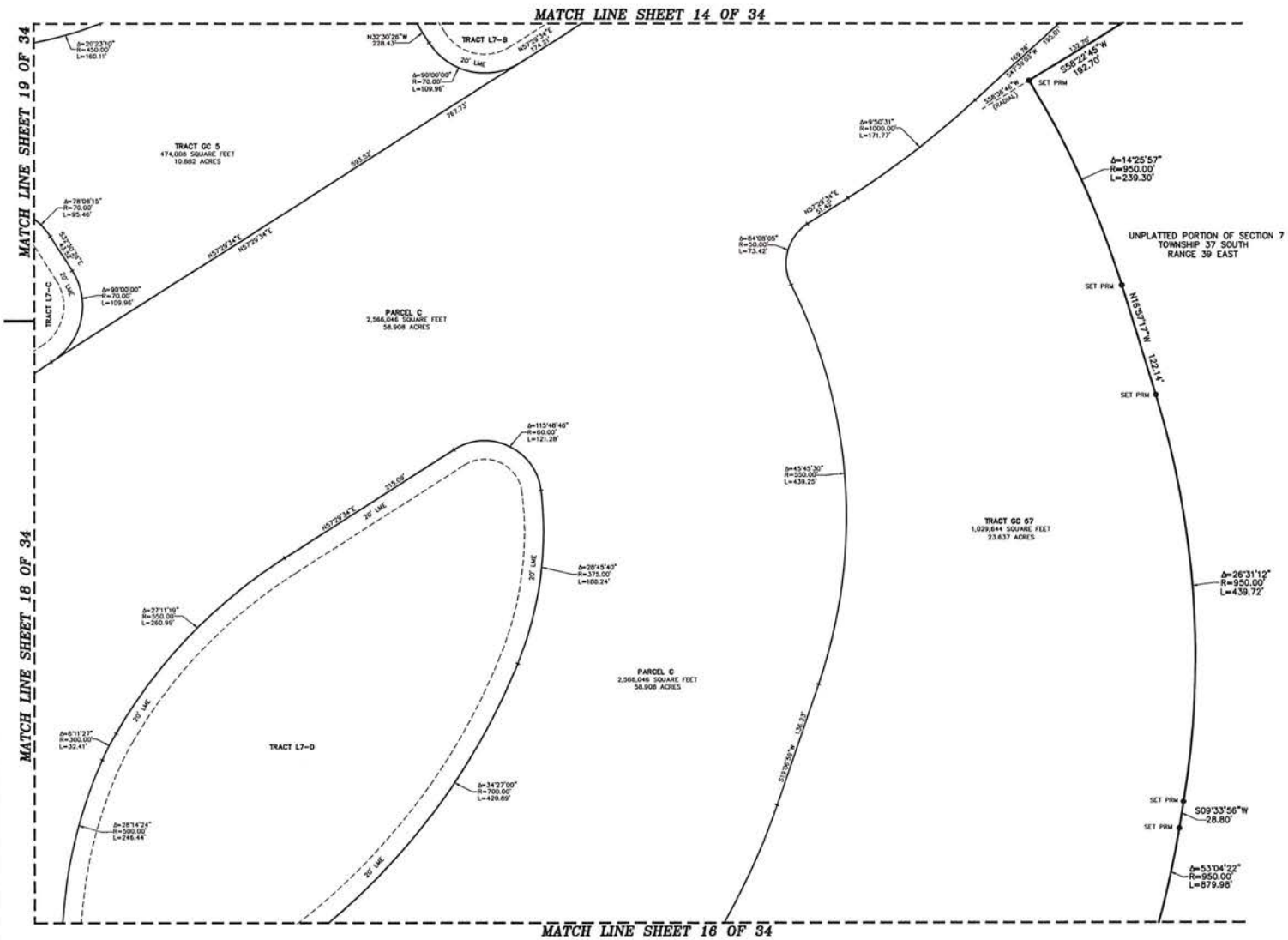

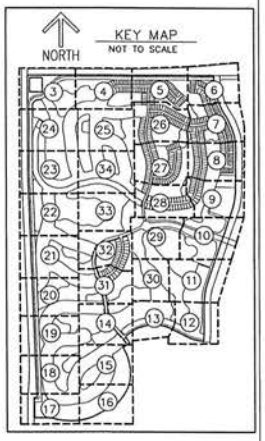

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● PRM – PERMANENT REFERENCE MONUMENT SET 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB3591"
⊕ – DENOTES PERMANENT CONTROL POINT

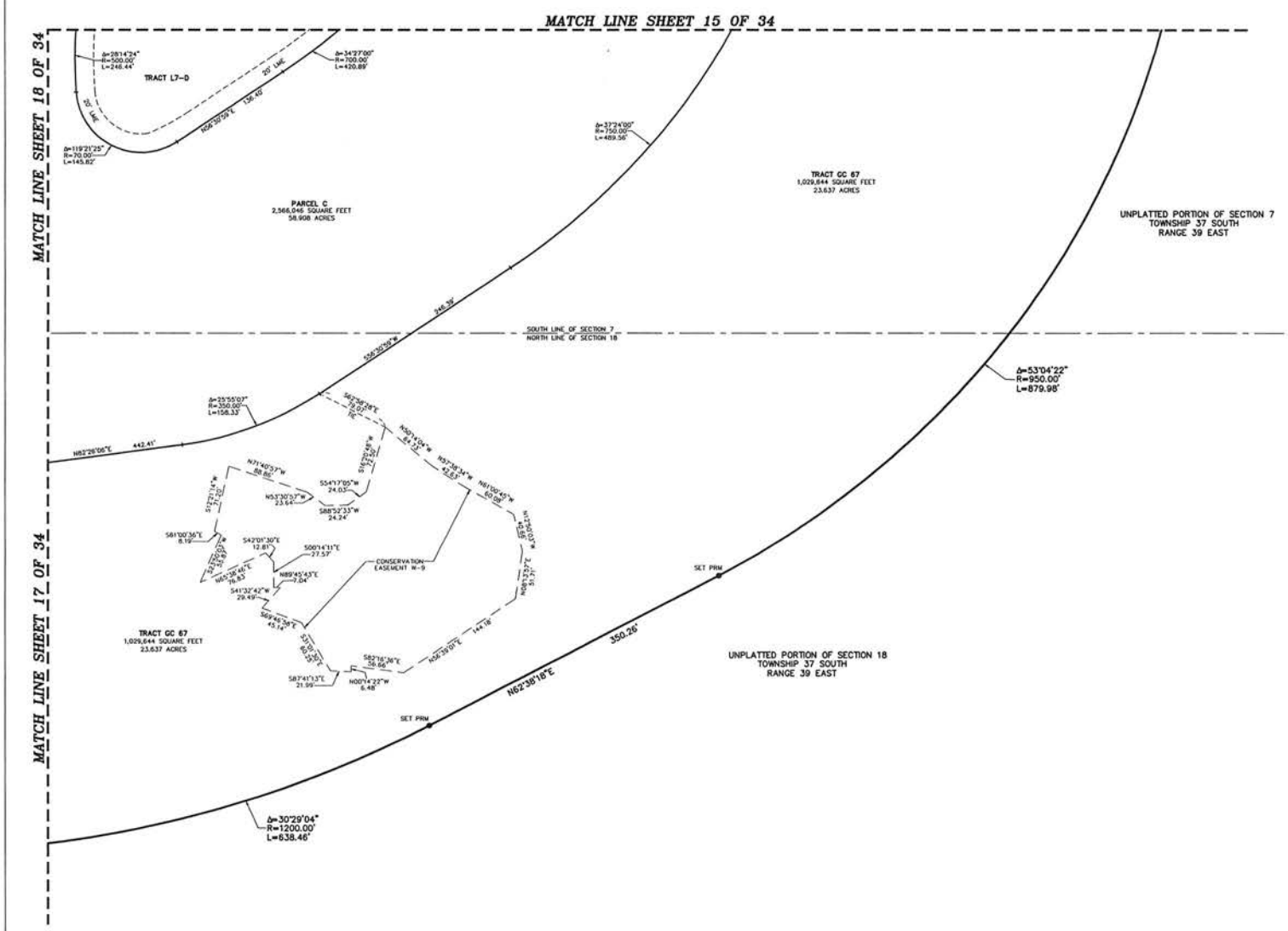
CITY OF PORT ST. LUCIE
PROJECT NO. P16-129

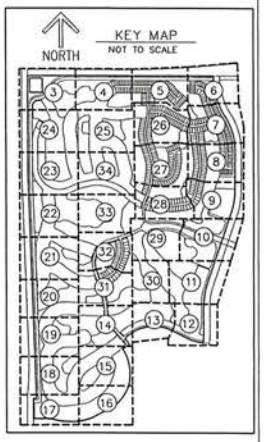
THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS - ENGINEERS - PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 - (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

ENCORE AT TRADITION PLAT ONE

BEING A PORTION OF SECTIONS 6, 7 AND 18,
TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
PAGE _____





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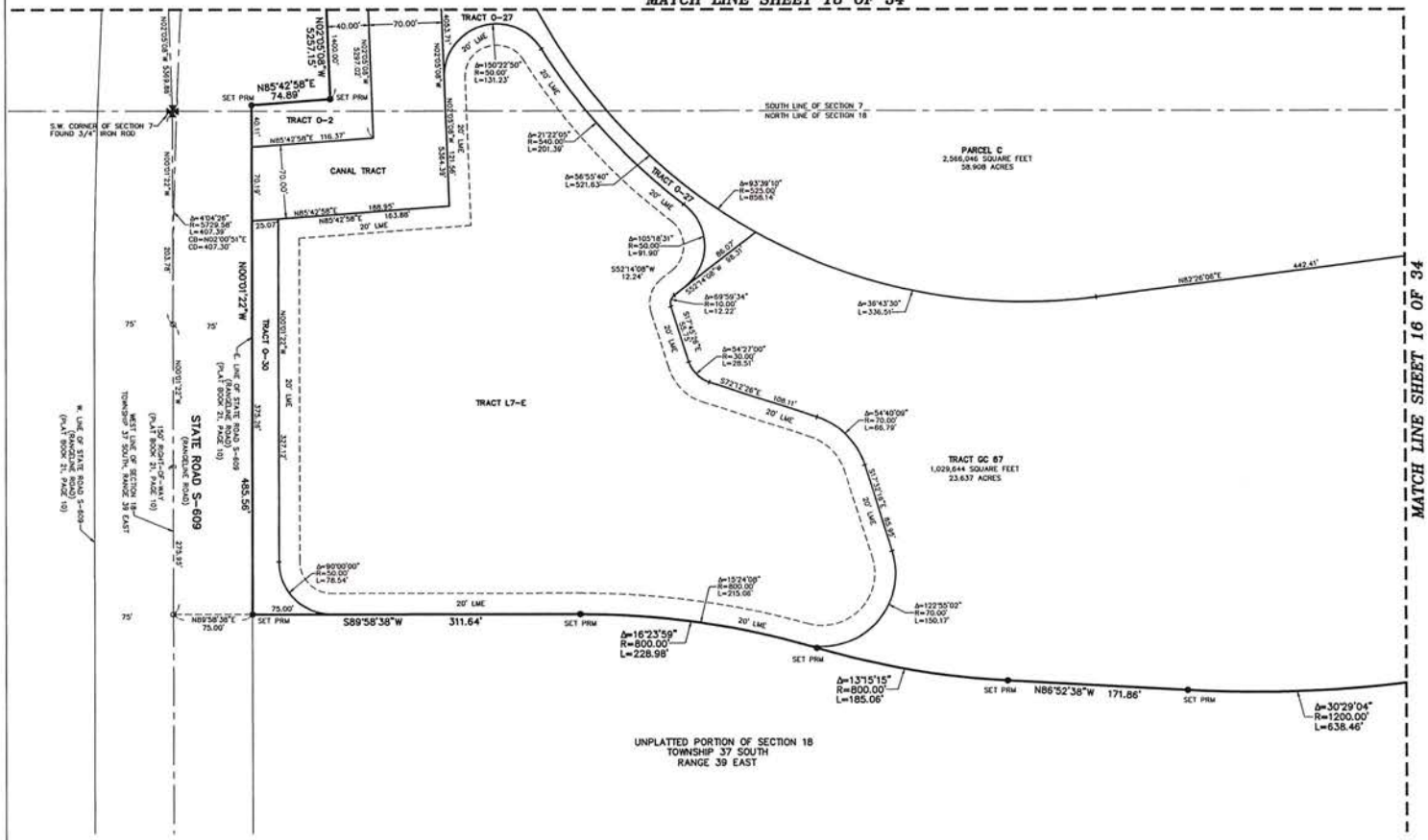
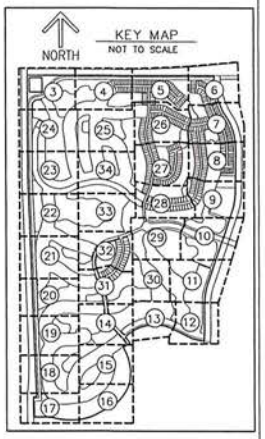
MATCH LINE SHEET 18 OF 34



MATCH LINE SHEET 16 OF 34



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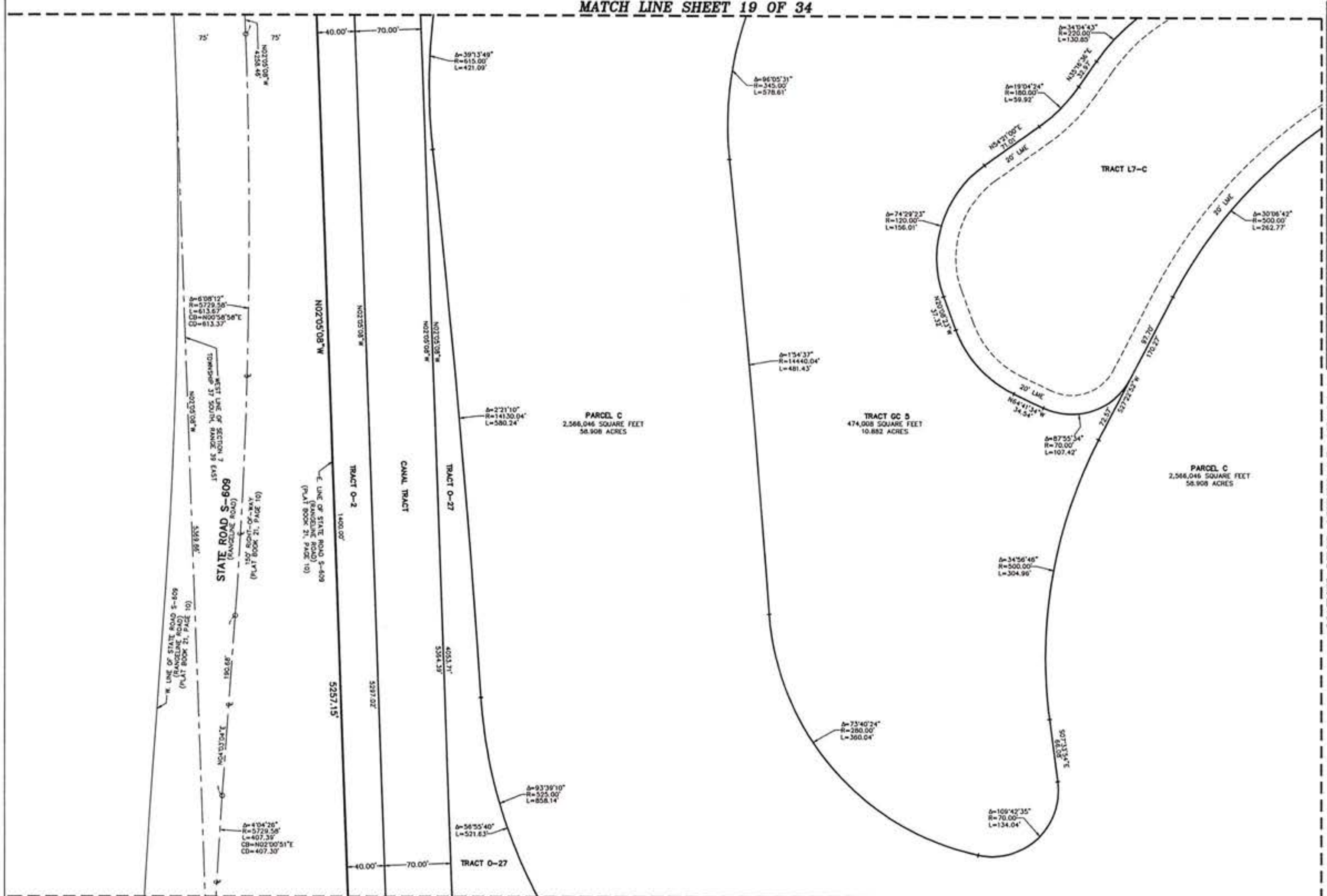
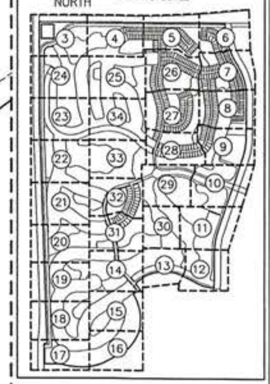
MATCH LINE SHEET 19 OF 34



MATCH LINE SHEET 17 OF 34

MATCH LINE SHEET 15 OF 34

KEY MAP
NOT TO SCALE



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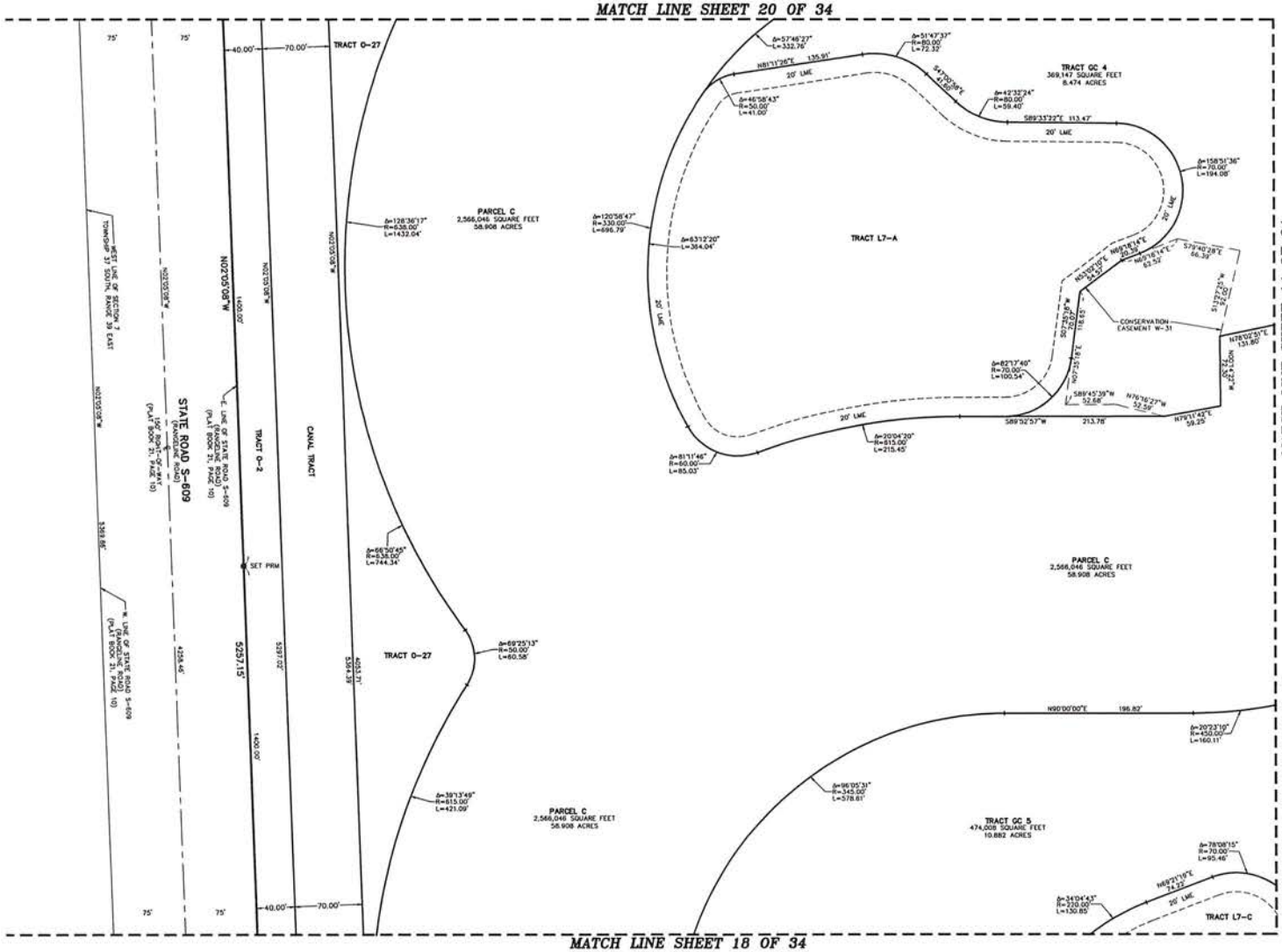
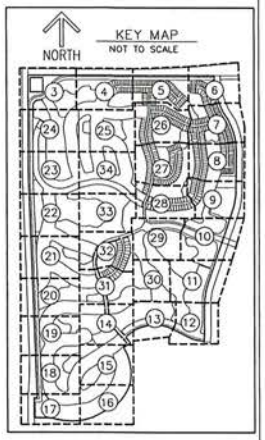
MATCH LINE SHEET 20 OF 34



MATCH LINE SHEET 14 OF 34

MATCH LINE SHEET 15 OF 34

MATCH LINE SHEET 18 OF 34



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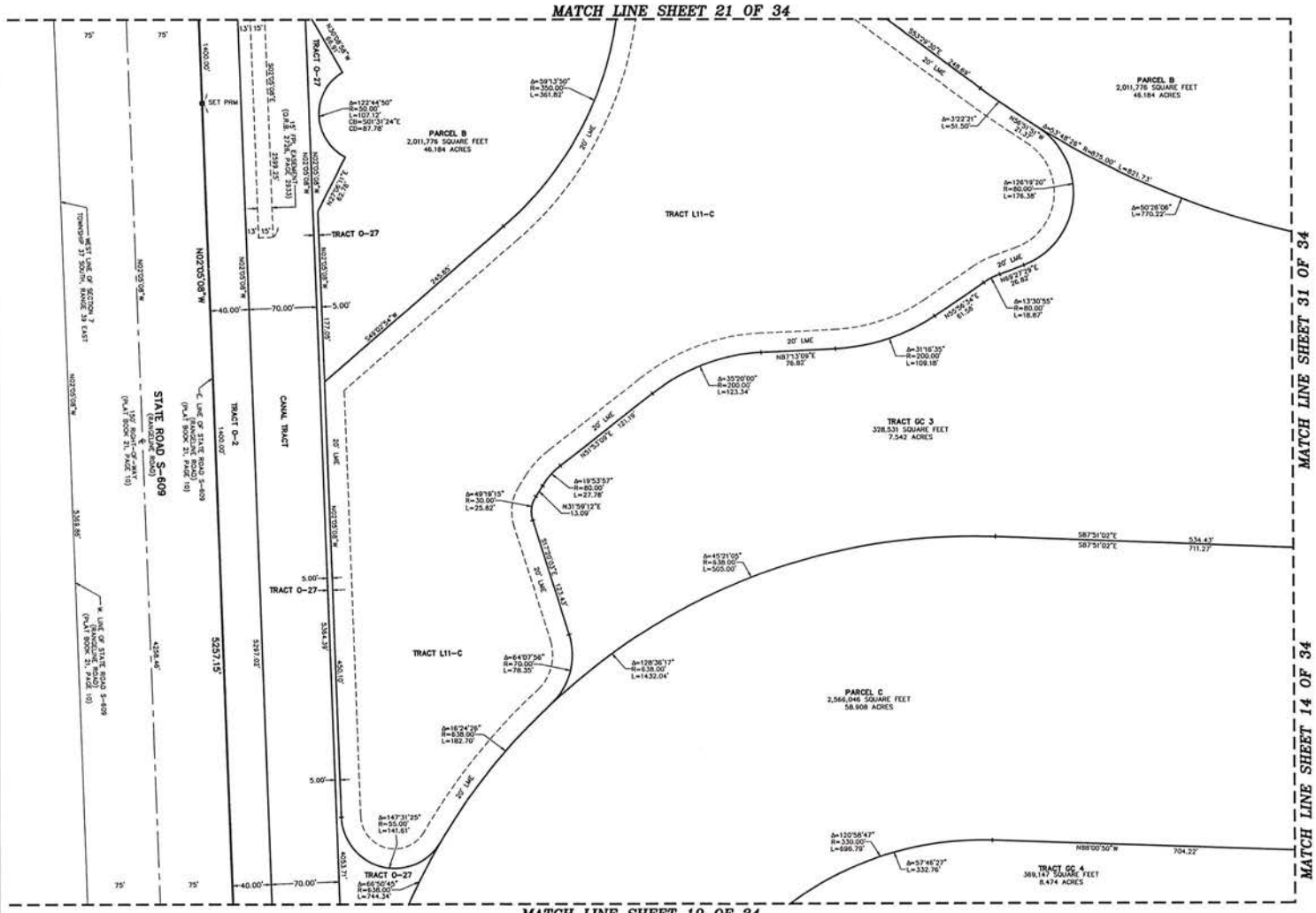

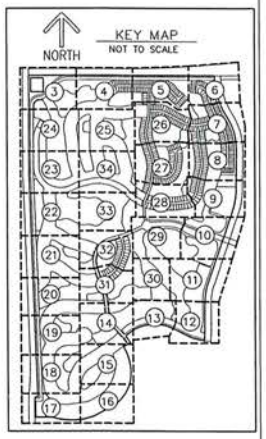

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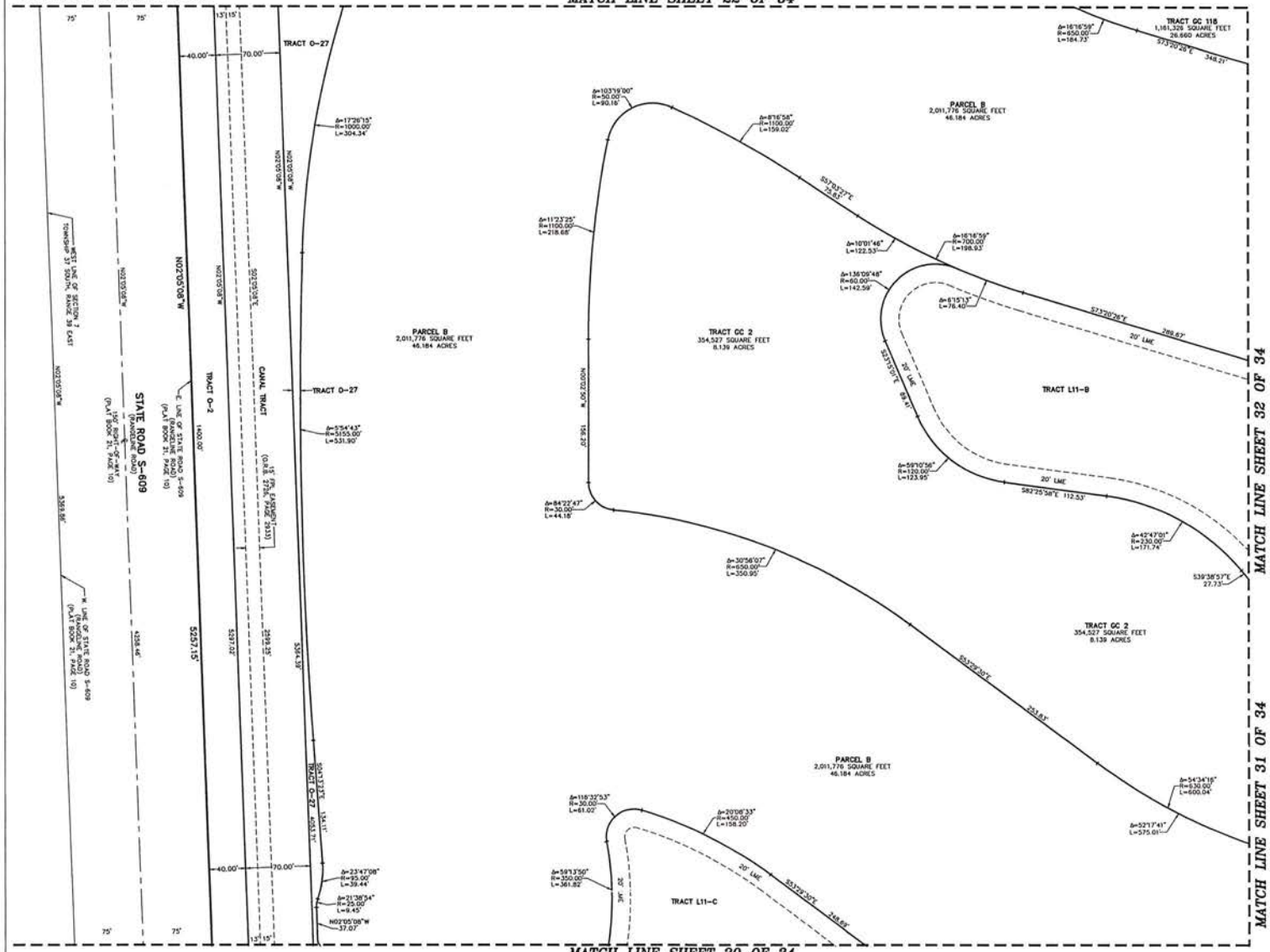
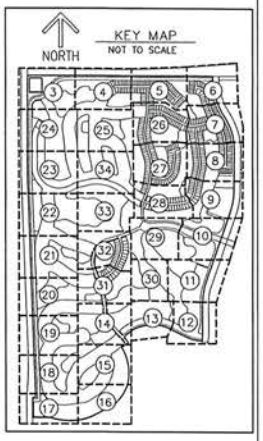
MATCH LINE SHEET 22 OF 34



MATCH LINE SHEET 32 OF 34

MATCH LINE SHEET 31 OF 34

MATCH LINE SHEET 20 OF 34



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CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

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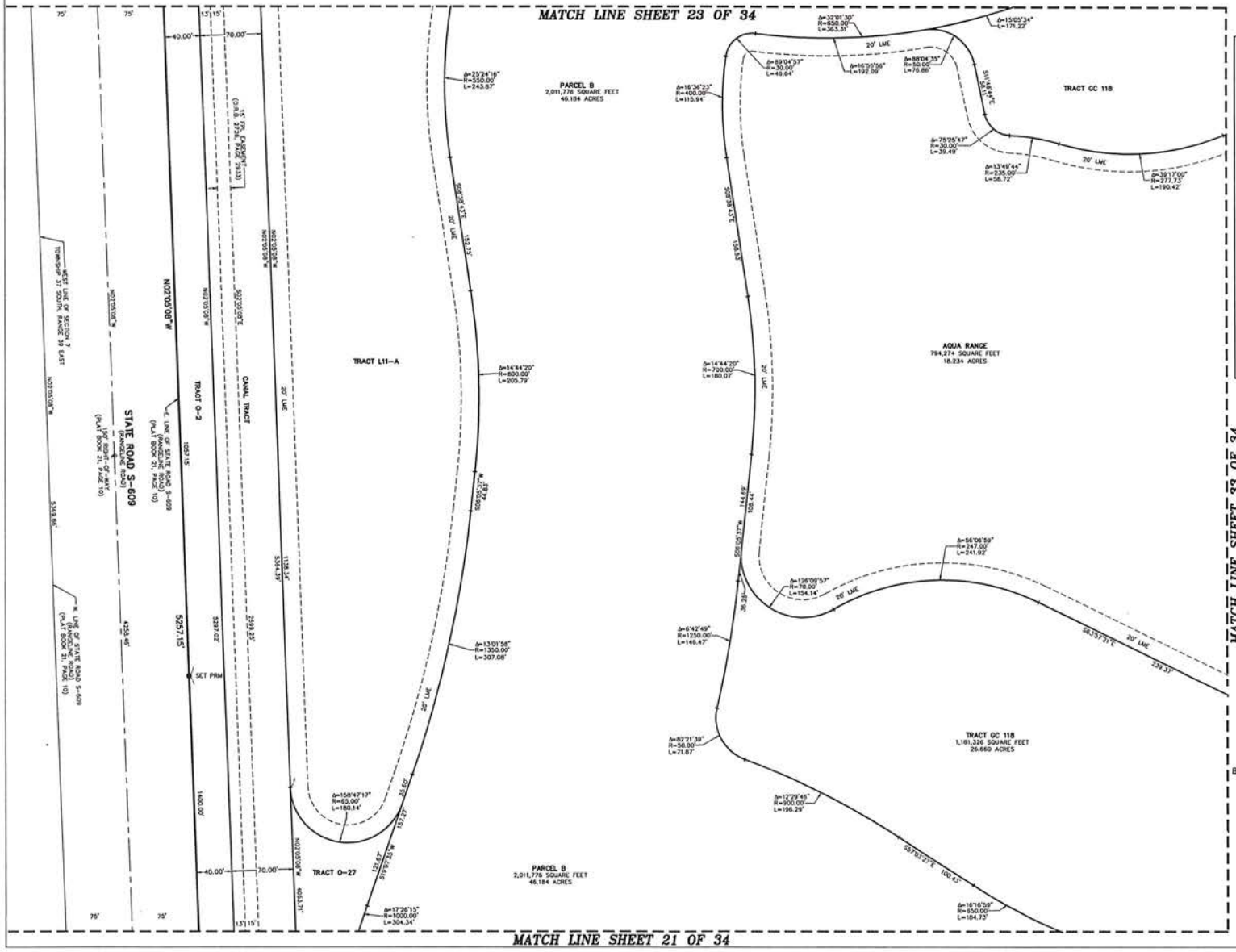

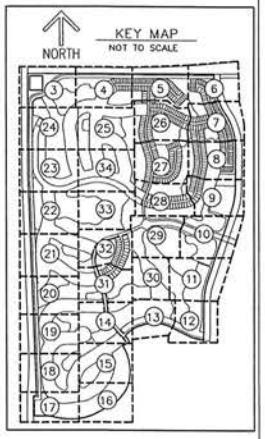

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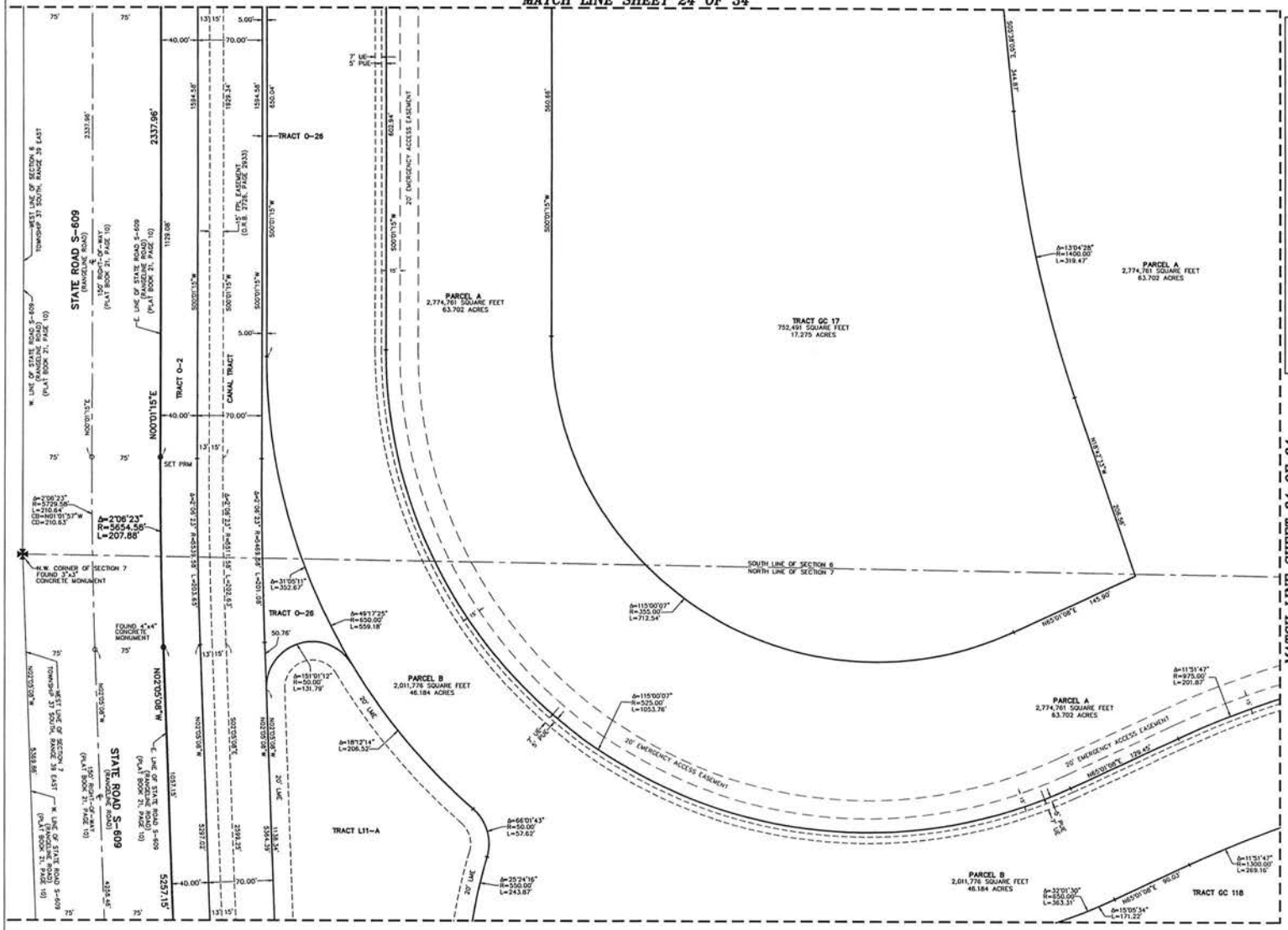
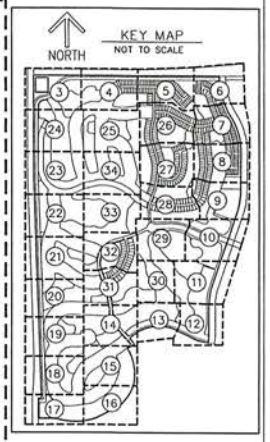
MATCH LINE SHEET 24 OF 34



MATCH LINE SHEET 34 OF 34



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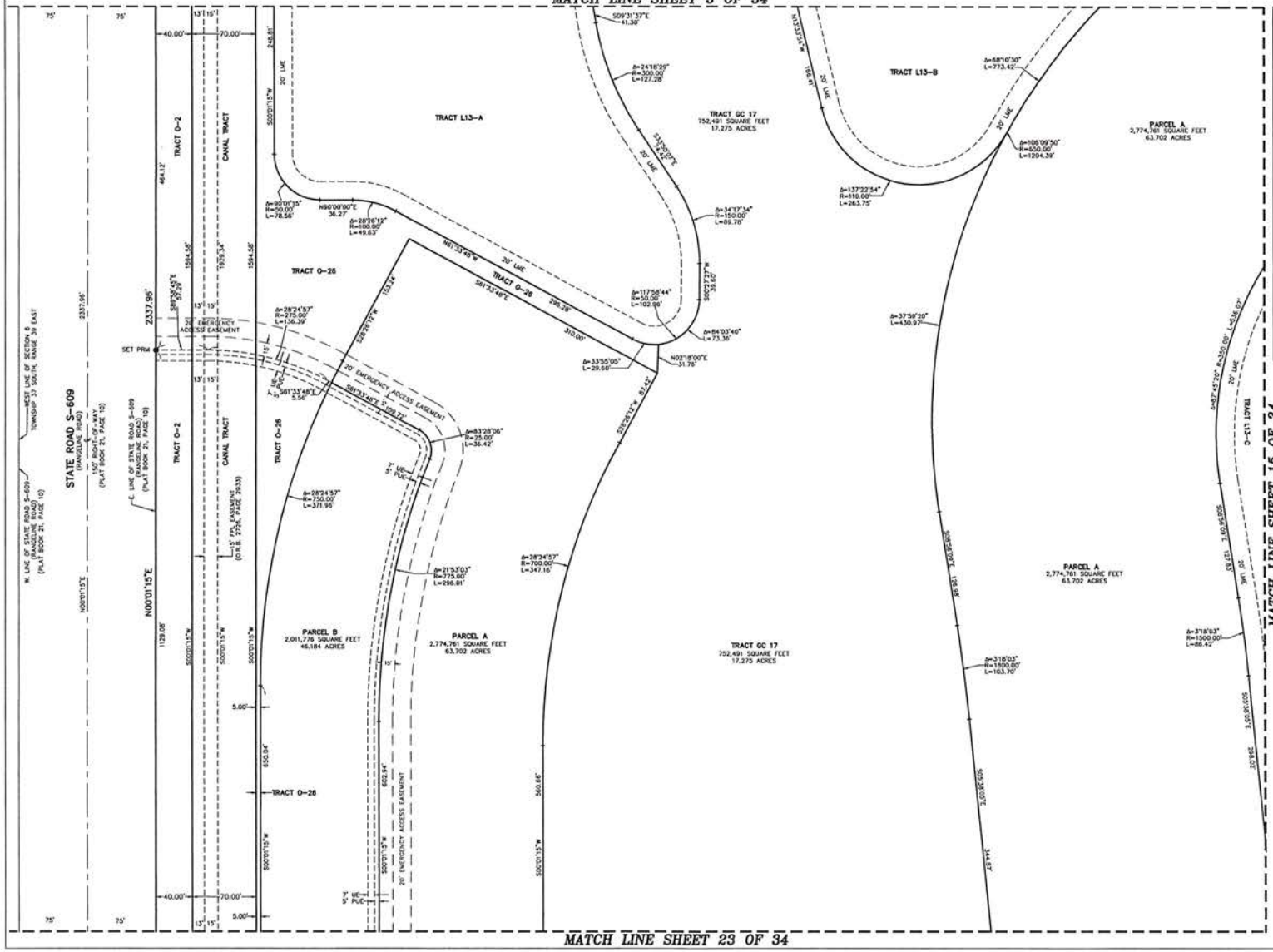

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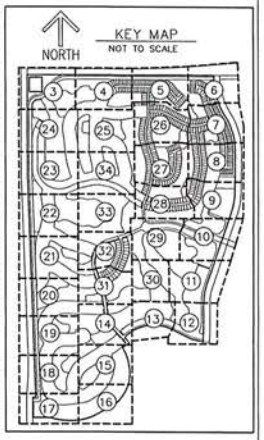
MATCH LINE SHEET 23 OF 34



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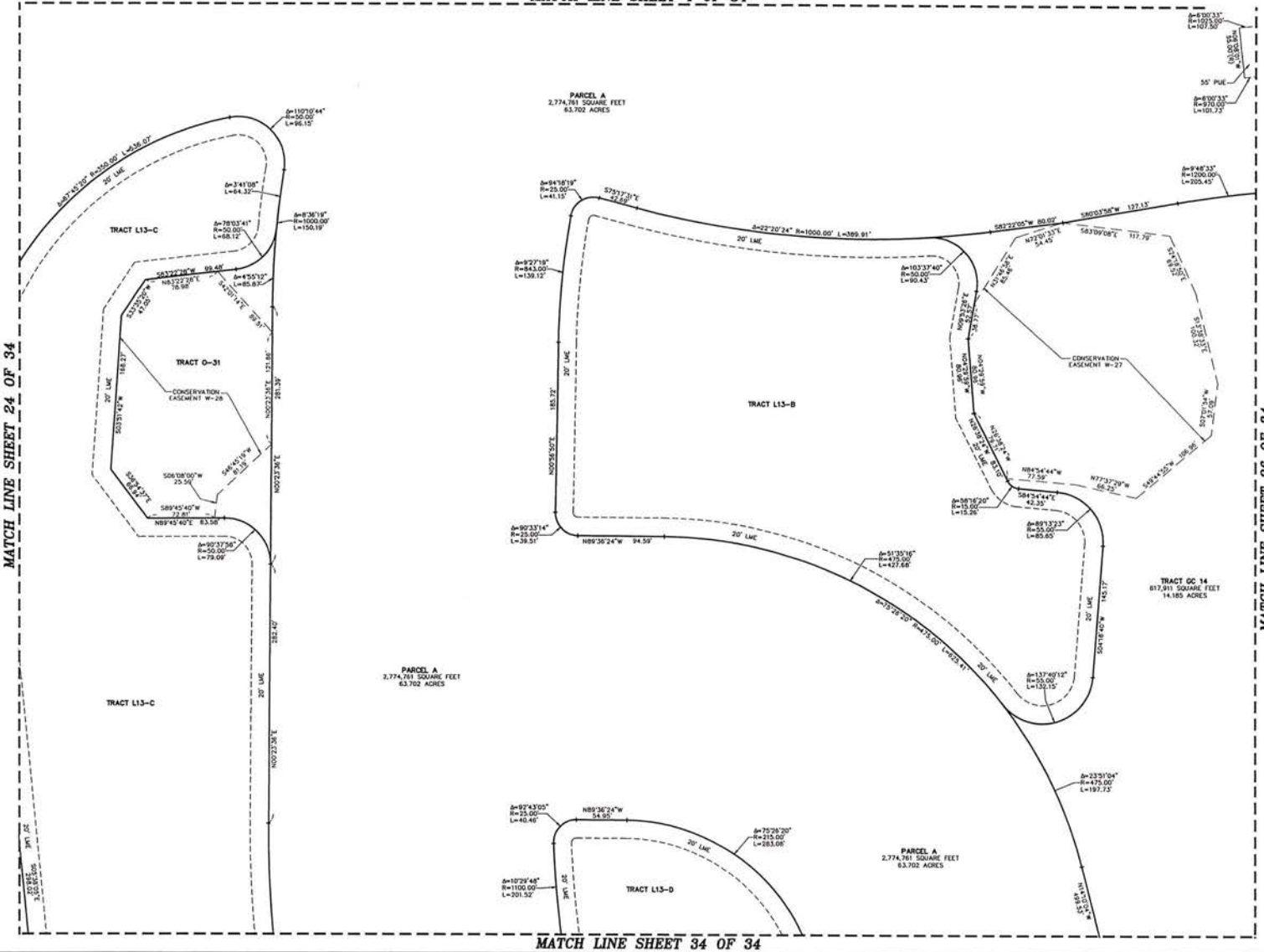
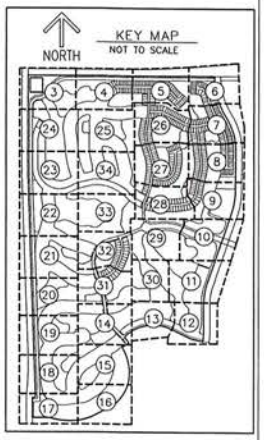


MATCH LINE SHEET 24 OF 34

MATCH LINE SHEET 26 OF 34

MATCH LINE SHEET 34 OF 34



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⊛ – DENOTES PERMANENT CONTROL POINT

CITY OF PORT ST. LUCIE
PROJECT NO. P16-129

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DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392-1991
CERTIFICATE OF AUTHORIZATION NO. LB3591

ENCORE AT TRADITION PLAT ONE

BEING A PORTION OF SECTIONS 6, 7 AND 18,
TOWNSHIP 37 SOUTH, RANGE 39 EAST,
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

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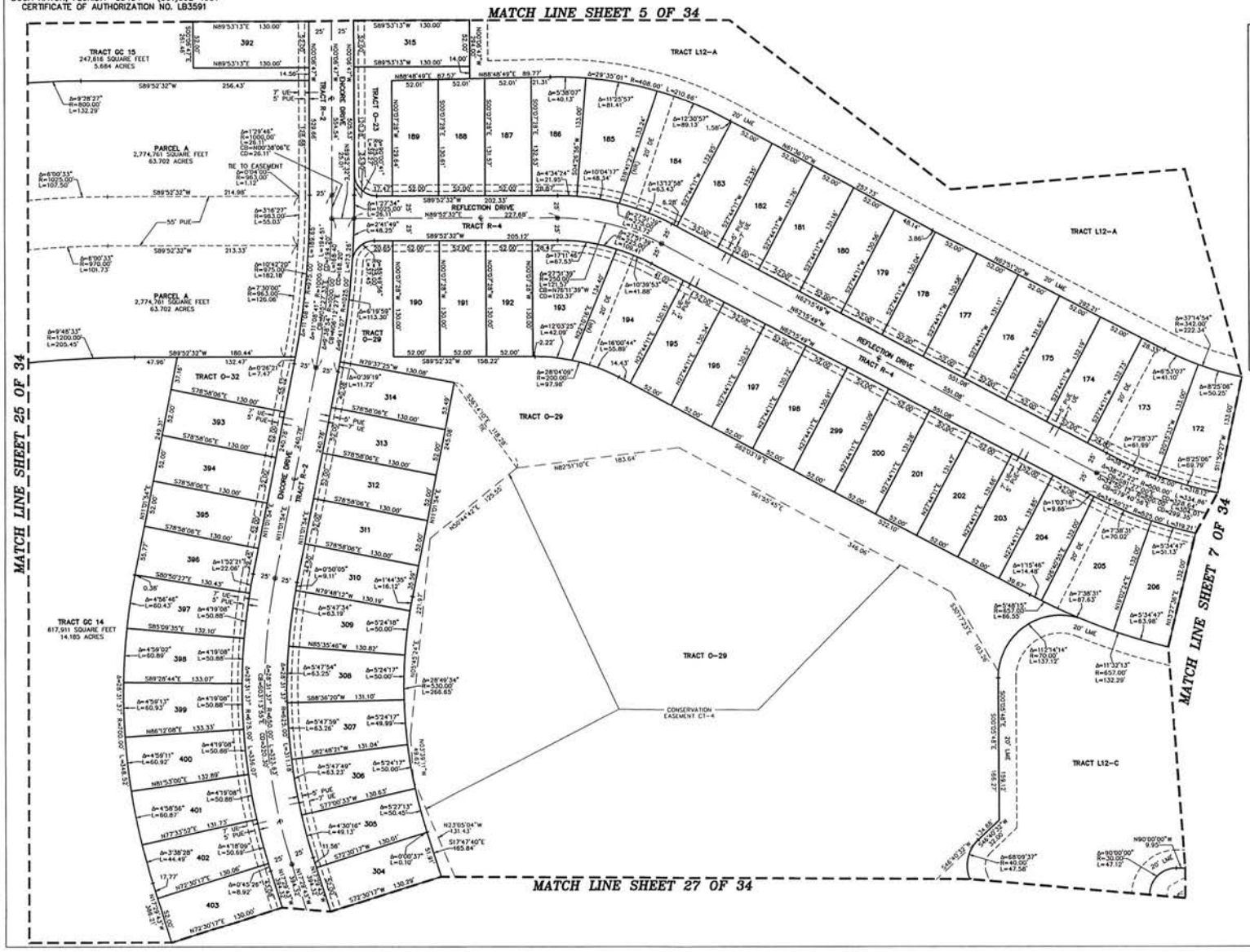

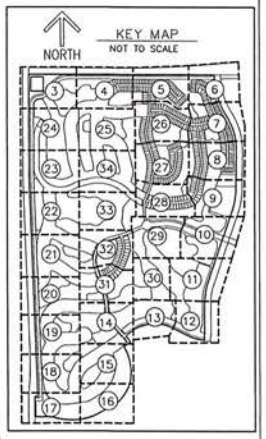

NORTH

GRAPHIC SCALE
(IN FEET)
50 0 25 50 100
INTENDED DISPLAY SCALE 1 INCH = 50 FEET

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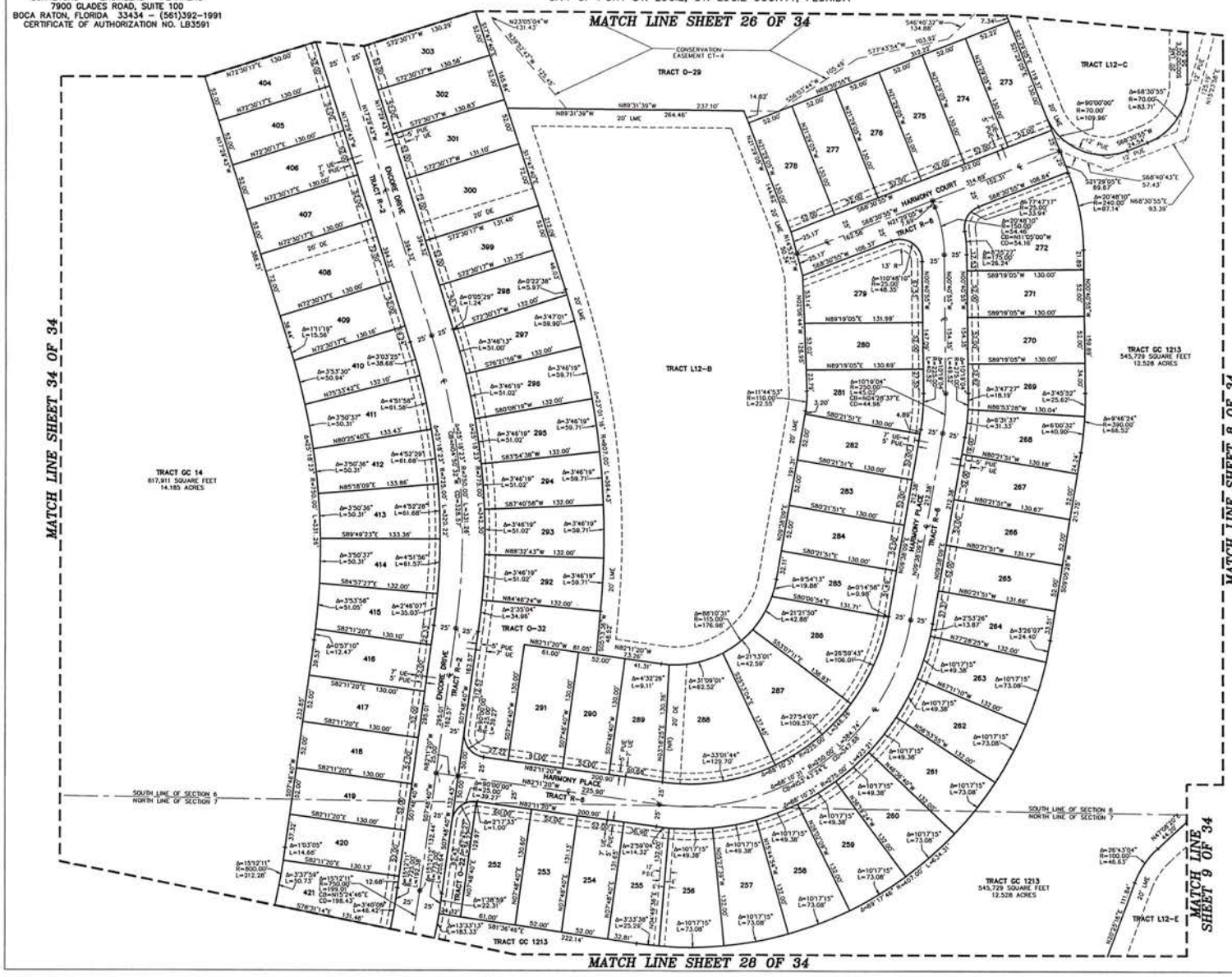

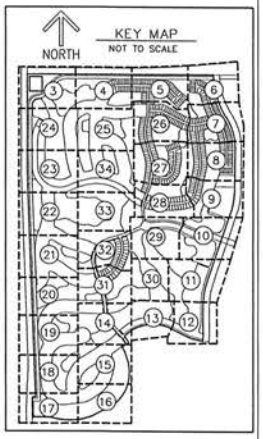

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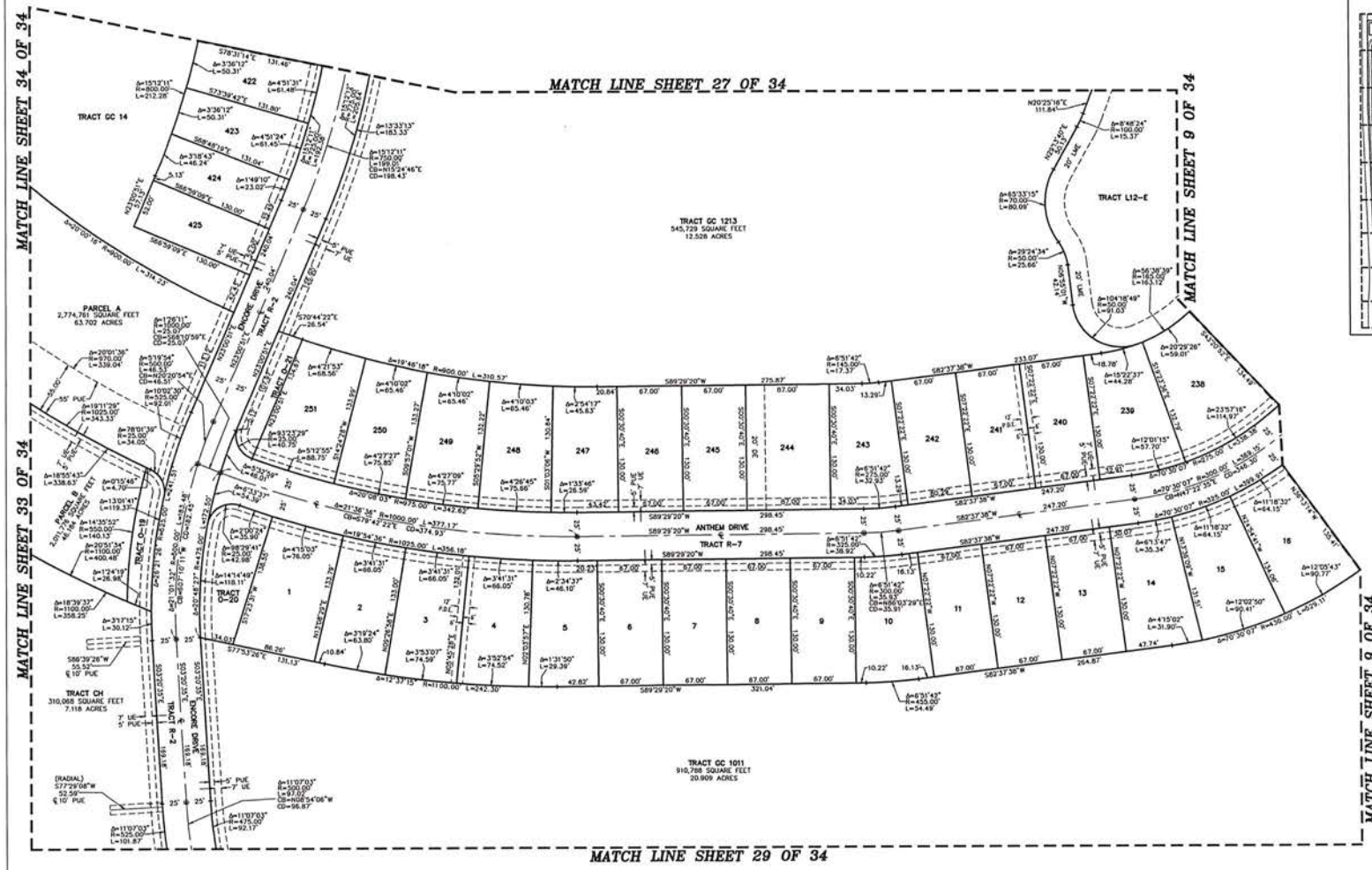

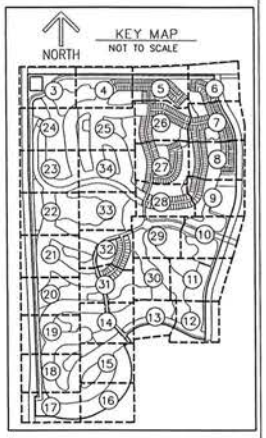

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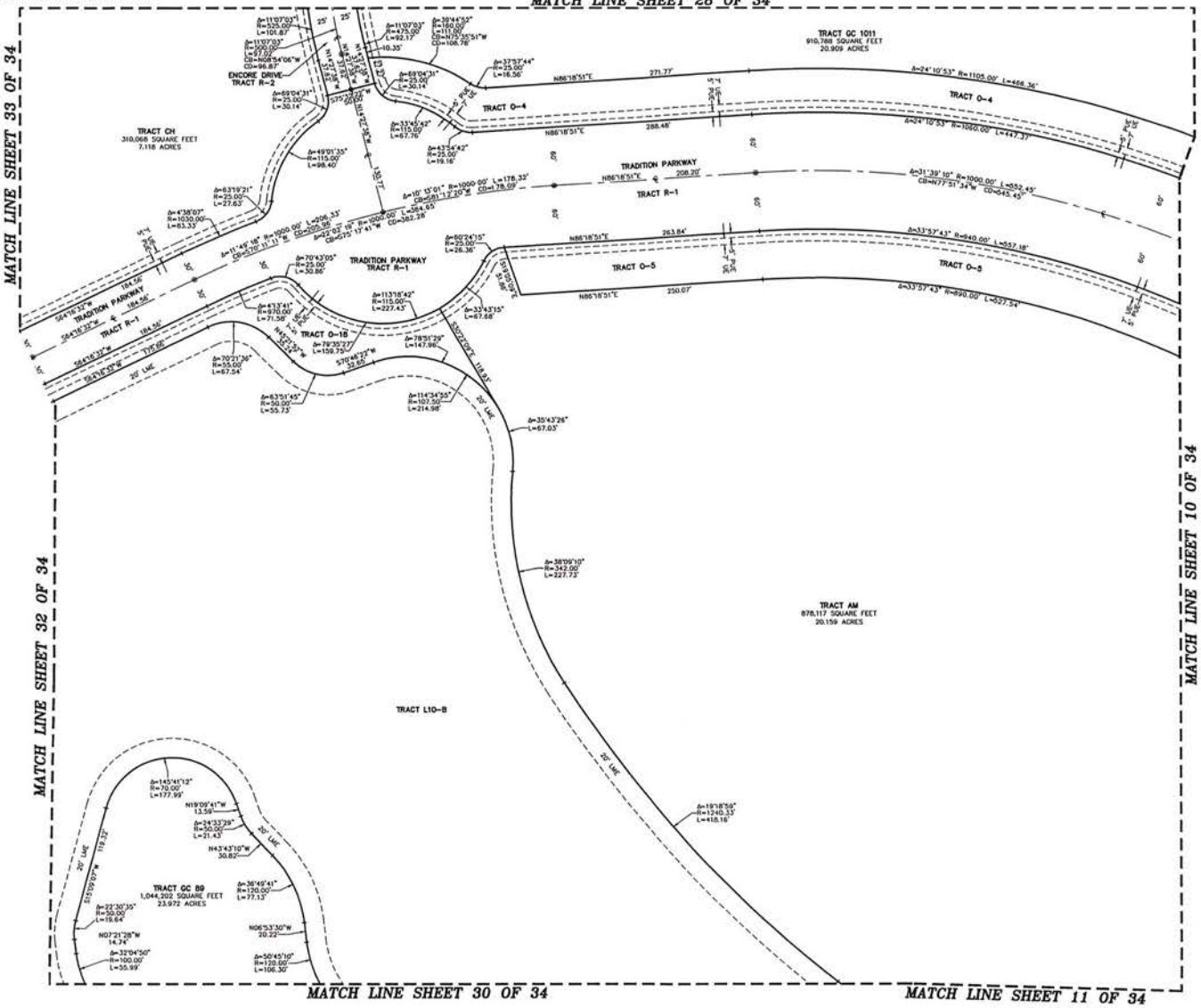

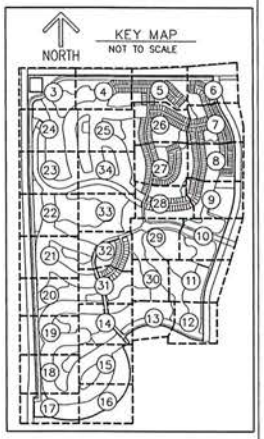

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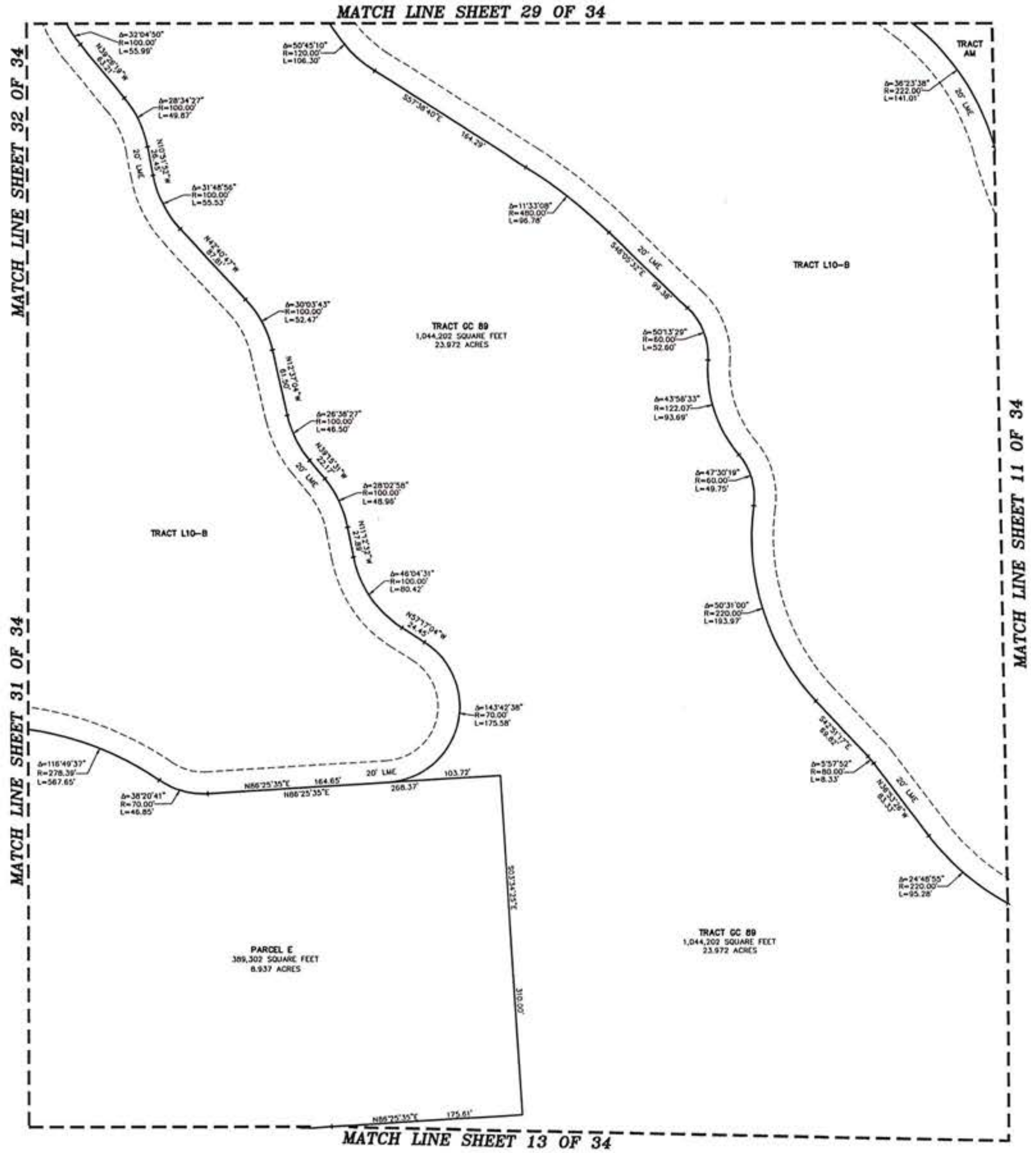

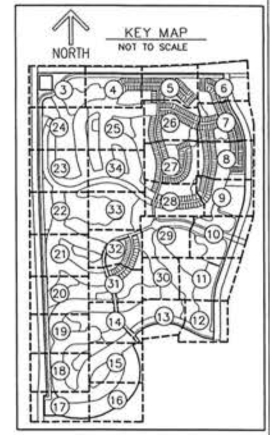

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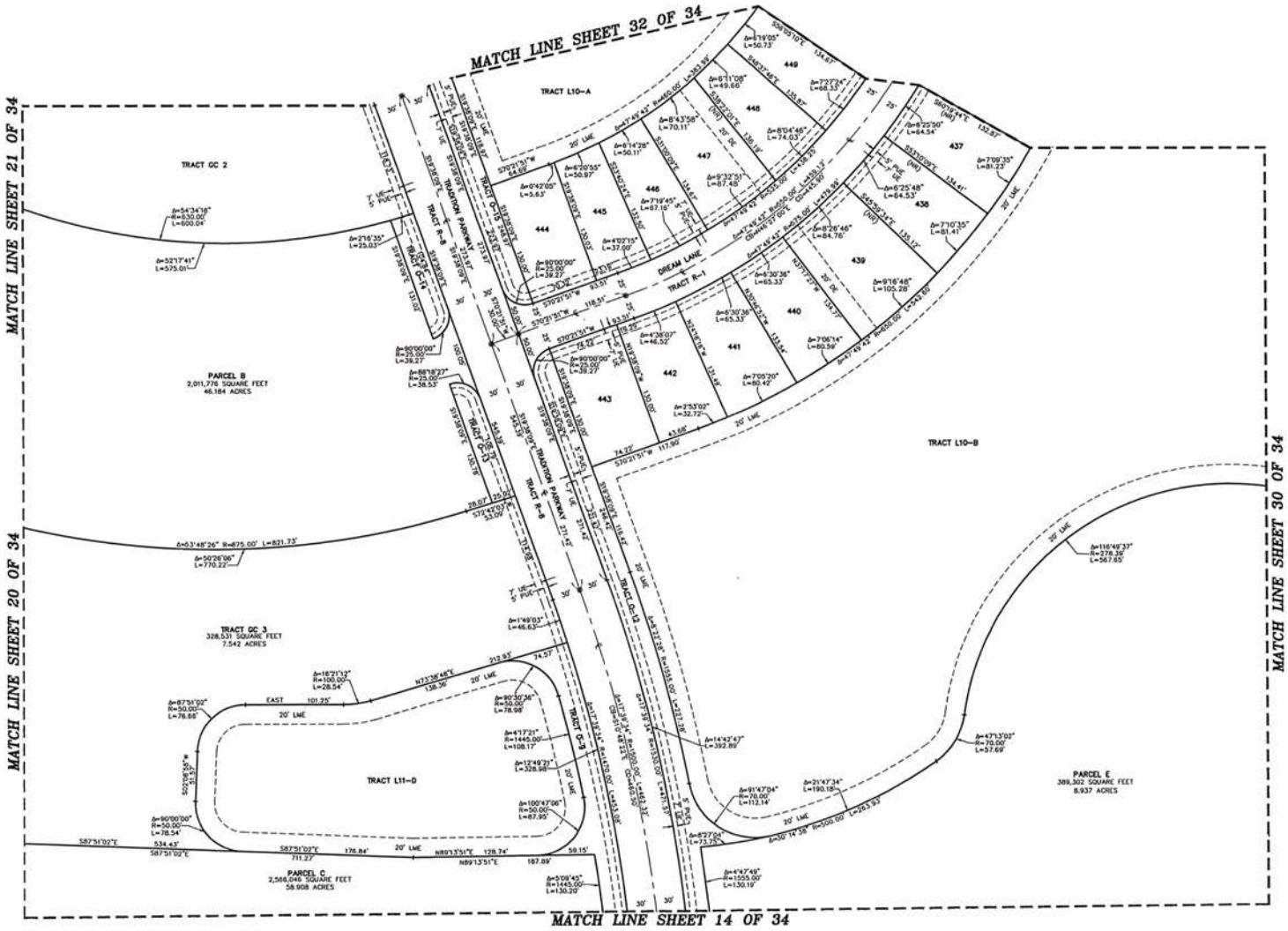

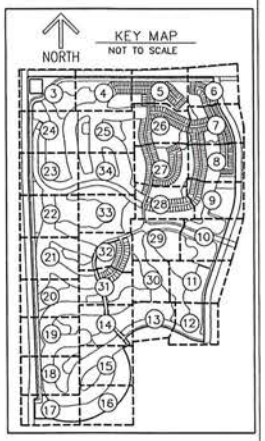

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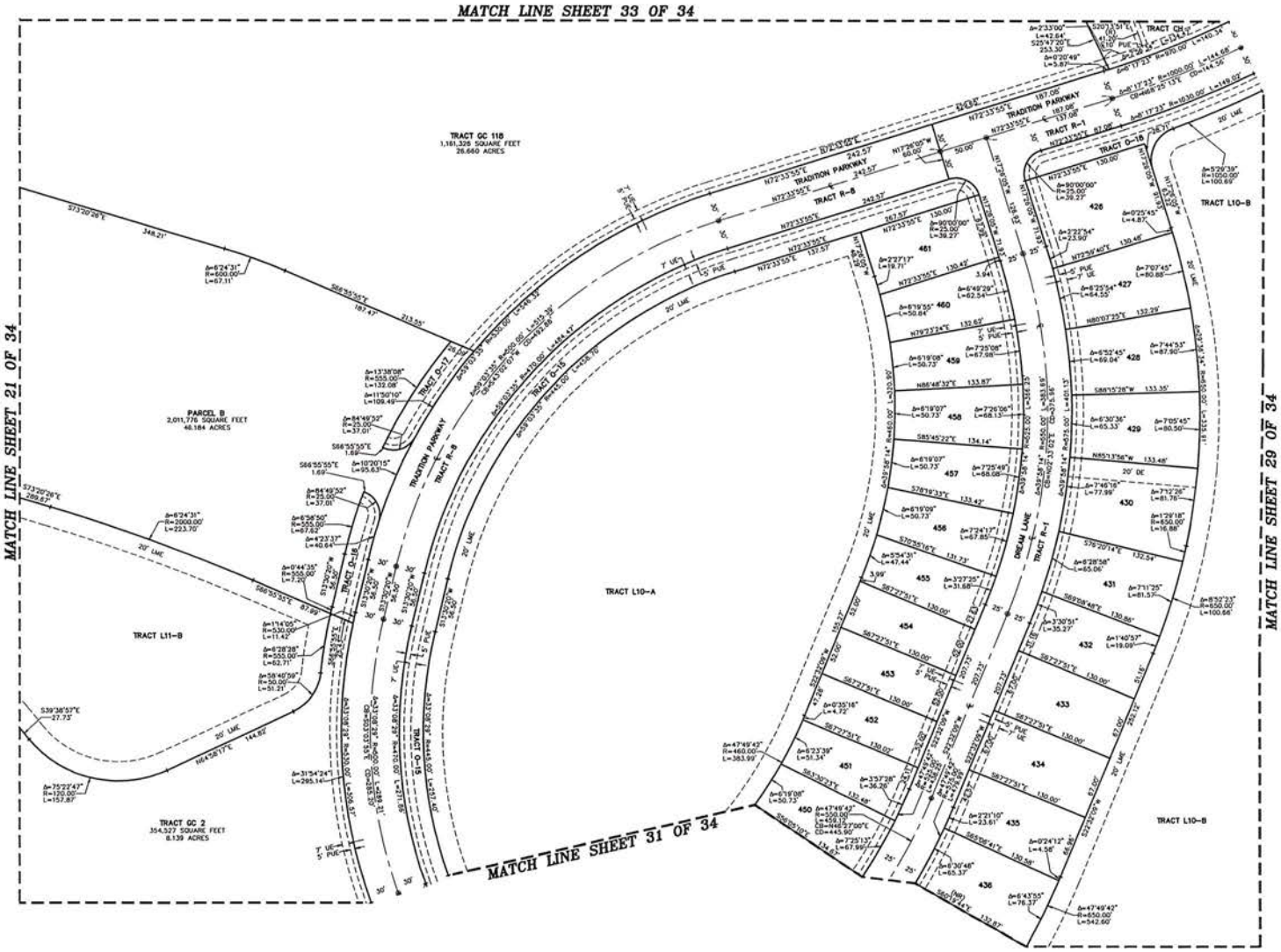

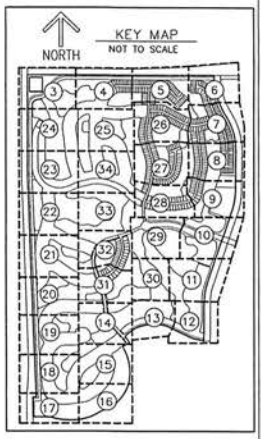

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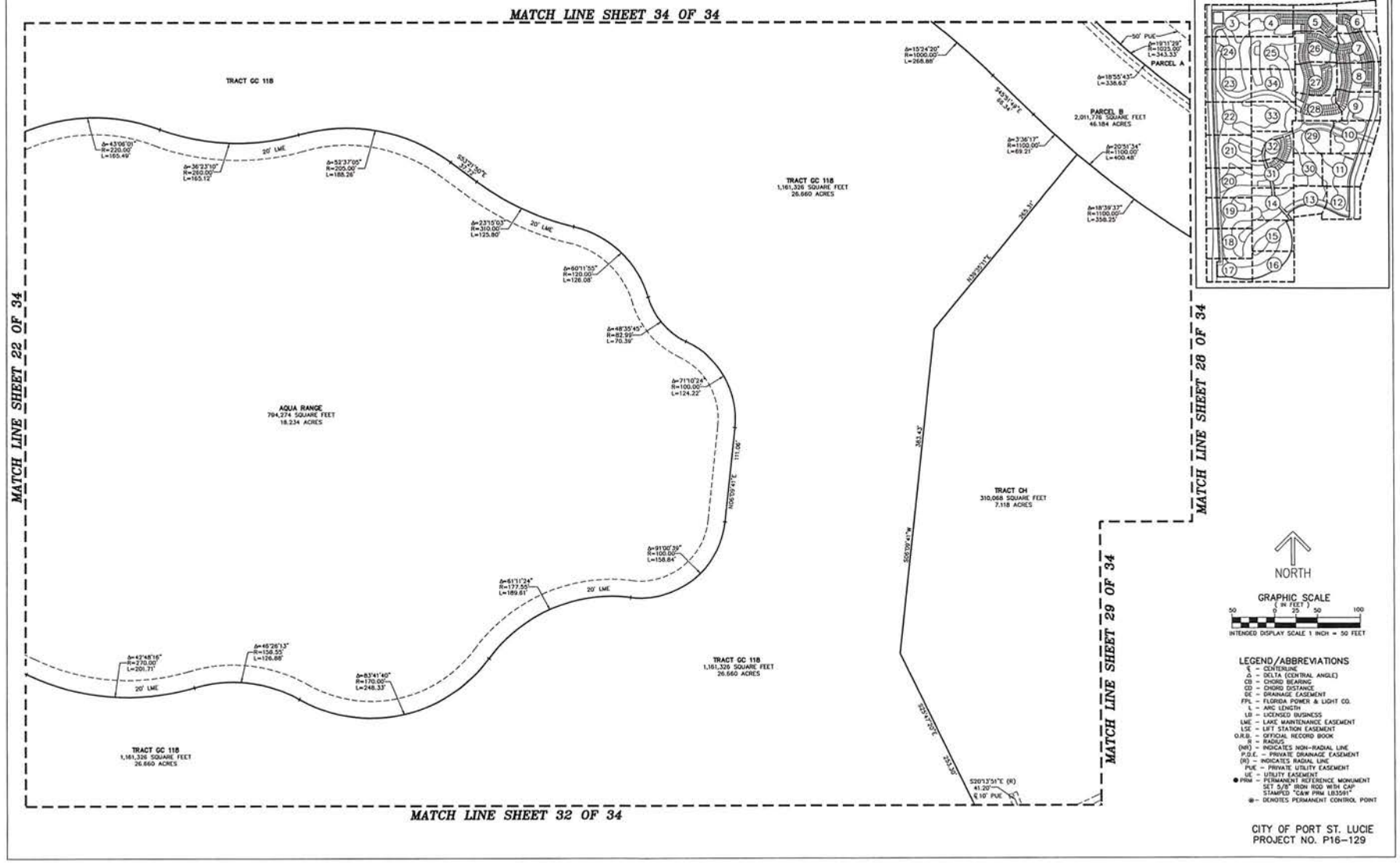

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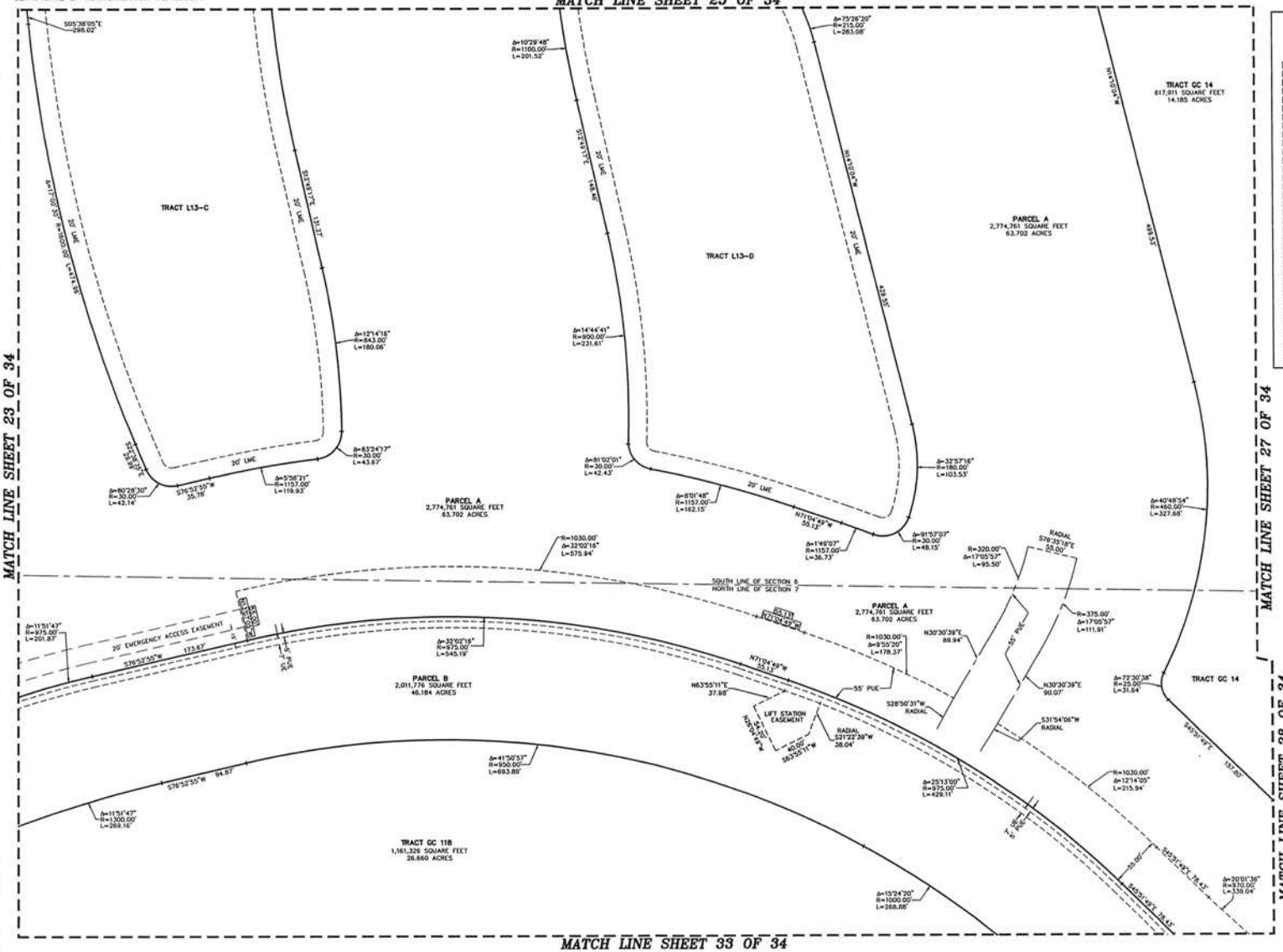
MATCH LINE SHEET 25 OF 34



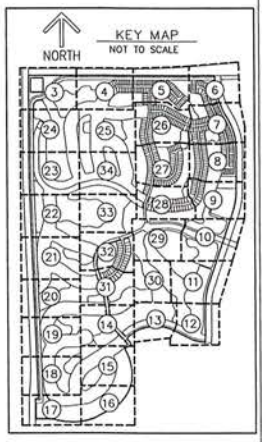
MATCH LINE SHEET 23 OF 34

MATCH LINE SHEET 27 OF 34

MATCH LINE SHEET 28 OF 34

MATCH LINE SHEET 33 OF 34

KEY MAP
NOT TO SCALE



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WCI℠

Your Best Address.

Encore Phase 1 Street Tree Landscape Plan

Per Western Grove MPUD:

Required Street Tree Credits:

Street Tree Lineal Feet: (31,839'/60')	530

Provided Street Tree Credits:

	622

SCIENTIFIC NAME: QUERCUS VIRGINIANA 'HIGHRISE'
COMMON NAME: HIGHRISE OAK
SPECIFICATIONS: FG, 12' HT x 6' SPR, 2.5" C, SP
QUANTITY: 622

GENERAL LANDSCAPE NOTES:

1. At least 50% of all required trees shall be of a native species.
2. All plant material to be Florida No. 1 or better.
3. All landscaping at intersection and corners complies with Section 158.204 of the Port St Lucie Code of Ordinances to provide a clear sight zone between 2' - 6' above the final road crown elevation. All hedges and shrubs with in the 25' sight triangle will be maintained at a height no higher than 2' above the crown elevation of the road. In addition, the foliage line any tree within the 25' sight triangle will maintained at a height of no less than 6' above the road crown.
4. Where applicable, street trees requiring root barriers shall be installed with Biobarrier Root Control Fabric or approved equal. Install per manufacturer specifications.
5. All plant material to be Florida No. 1 or better.
6. All proposed landscaping meets FDOT specifications.
7. In those instances where a tree(s) is planted closer than (5) feet from a sidewalk, or structure, a root barrier(s) shall be installed. Root barriers for trees shall be installed along the edge of structure, paving, or curb. The root barrier shall be a minimum of twenty-four (24) inches deep, but depending on the size, location, and species of tree to be planted, a larger barrier may be required. The root barrier shall be installed with twenty (20) linear feet, centered from the trunk, for large trees and fifteen (15) linear feet for smaller trees. All root barriers shall be linear.

PSLUSD NOTES FOR LANDSCAPE PLANS

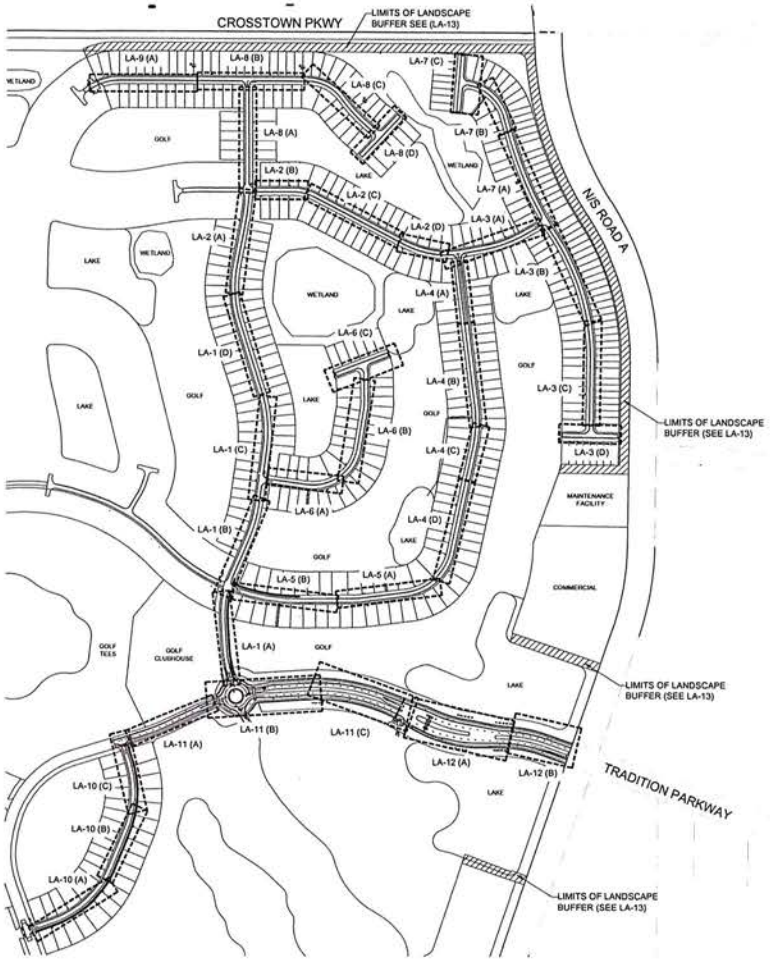
1.All new landscaping within utility easements and within ten (10) feet of underground utility infrastructure shall comply with PSLUSD technical specifications, policies, and codes.
2.No landscaping other than sod grasses may be planted within a 5' radius maintenance area of any utility appurtenances such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc. Trees shall not be planted within ten (10) feet of any underground infrastructure.
3.No landscaping shall be planted in such a manner as to adversely affect utility installation, operation and maintenance.

Index of Drawings:

Cover Sheet	CV
Landscape Plans	LA-1 - LA-12
Landscape Buffer	LA-13
Details & Specifications	LA-14

Utility Legend

- SEWER LEAD
- SEWER PIPE
- WATER LEAD
- DRAINAGE PIPE
- WATER PIPE
- FORCE MAIN PIPE



lucido & associates

Key / Location:

N.T.S.

Project Team:

WCI℠

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc.

Signature

Marder

EDC Civil Engineers

Courtesy & Wheeler Inc

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Cover Sheet

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 300'

0 150' 300' 600'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	CV
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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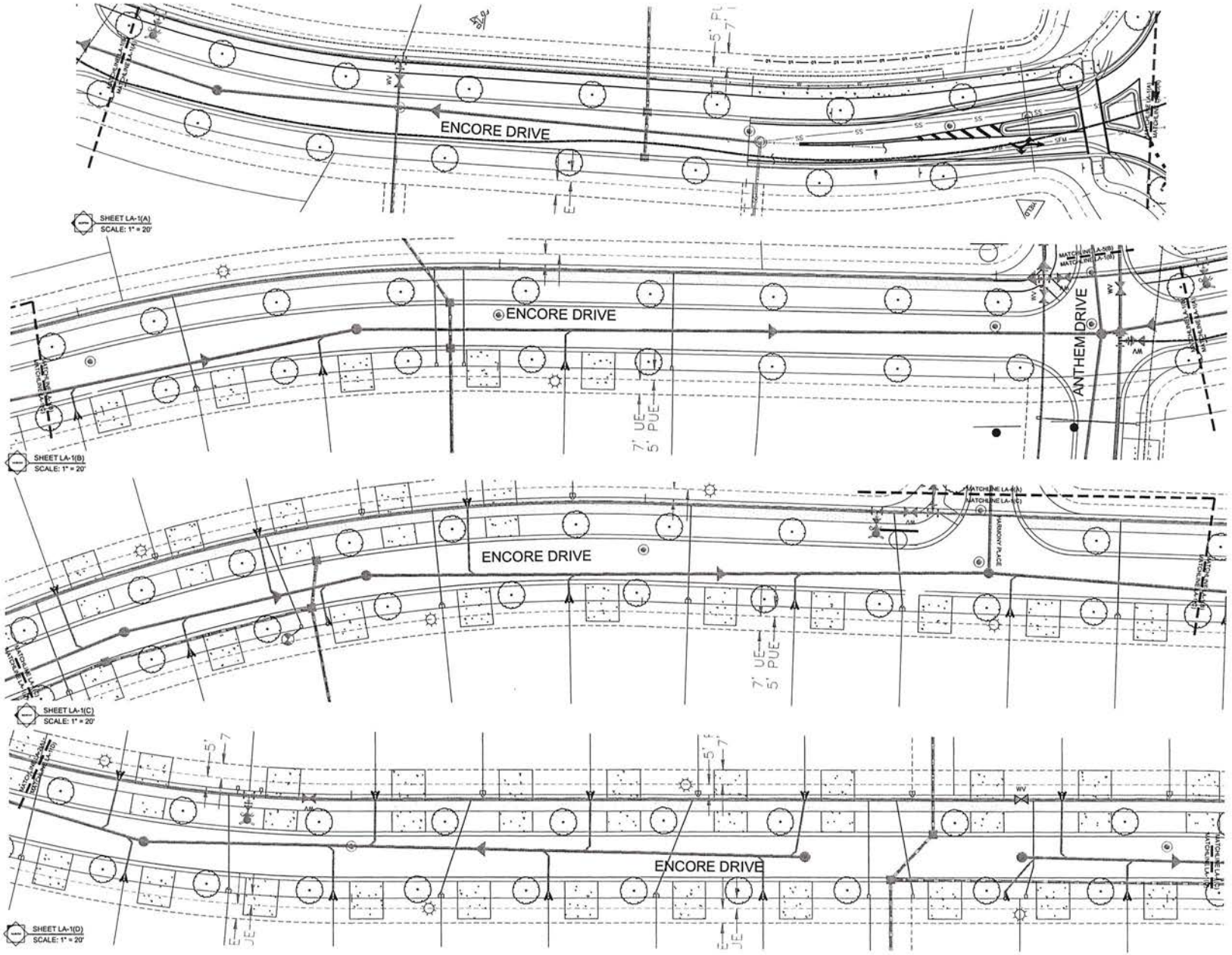

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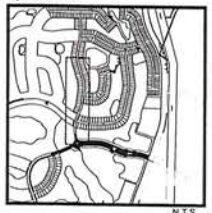

N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc.

Signature

Greenspoon Marder

EDC Civil Engineers

Cotleur & Hearing

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.08.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1016
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-1
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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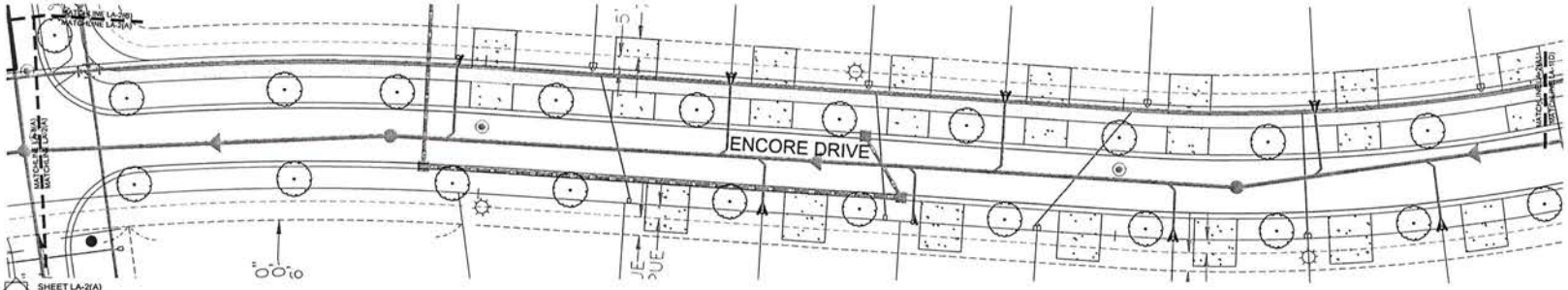

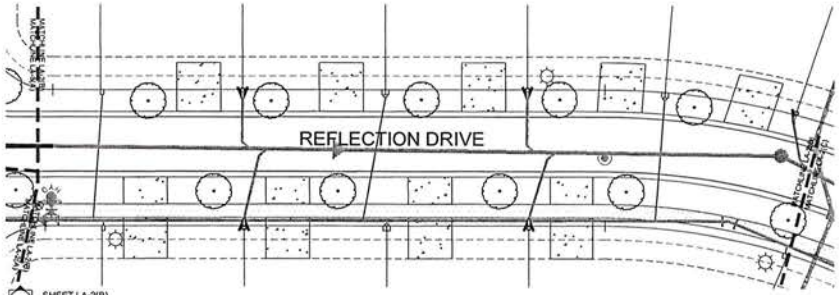

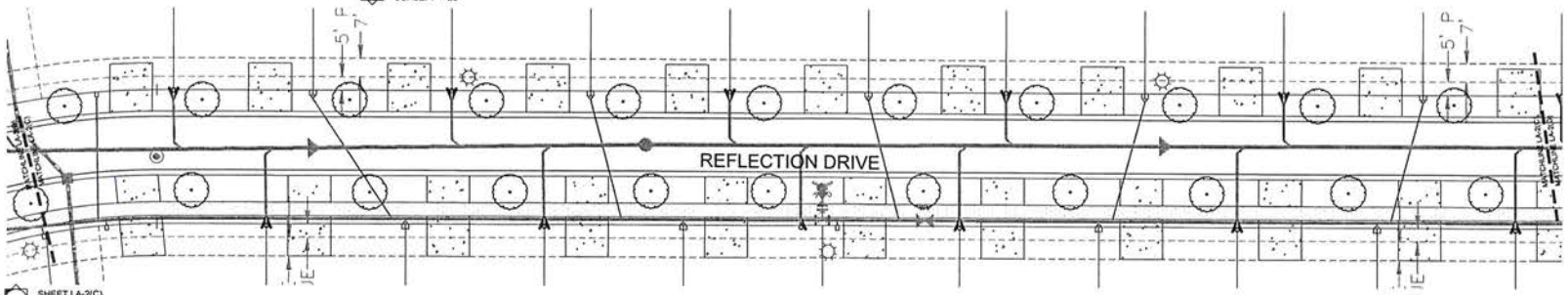

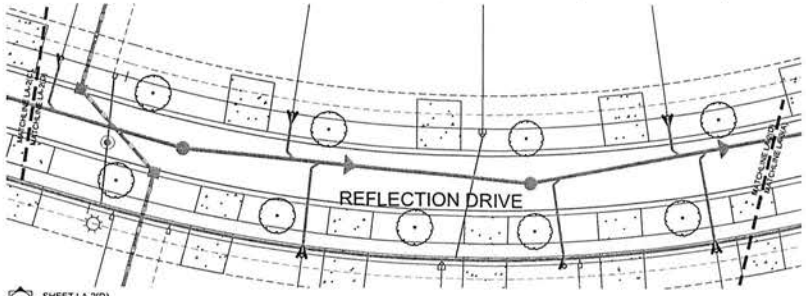

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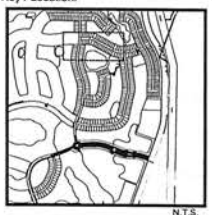
701 E Ocean Blvd., Stuart, Florida 34994 (772) 220-2100 Fax (772) 223-6220

Key / Location:



N.T.S.

Project Team:

WCI
Your Best Address.

Kimley»Horn
MacKenzie Engineering & Planning, Inc.
Signature
Greenspoon Marder
EDC Civil Engineers
Cowherd & Wheeler
CW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-2
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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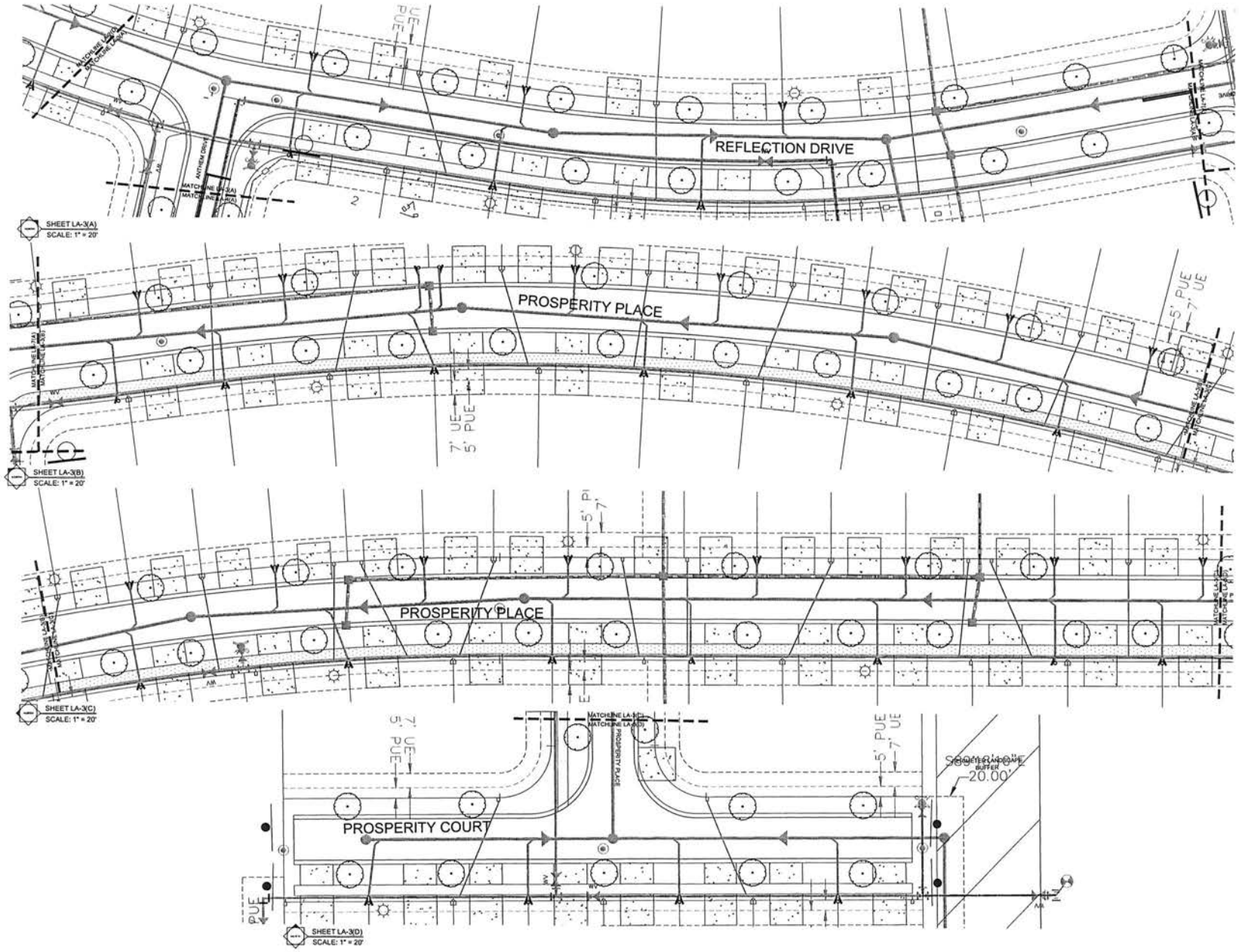

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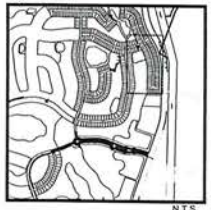

N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc

Signature

Bronspoon Marder

EDC Civil Engineers

Culture Waterfall

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-3
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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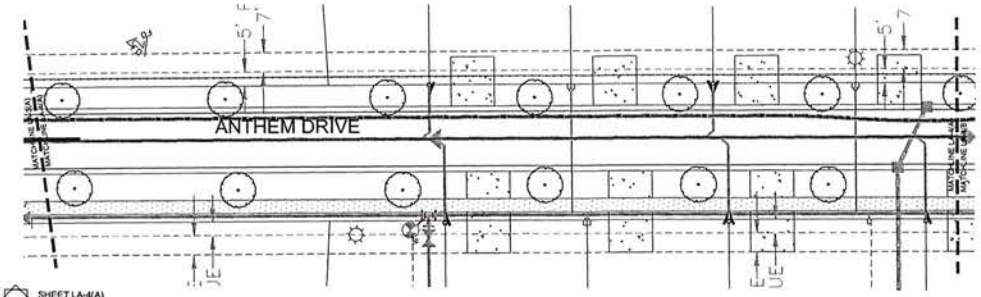
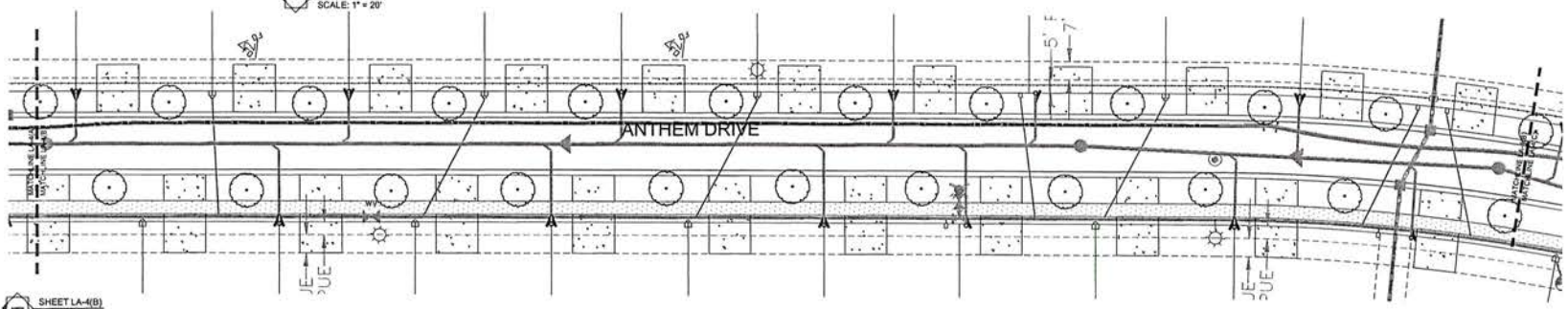
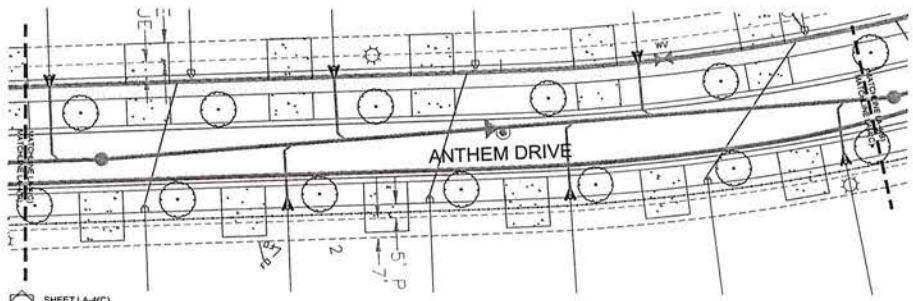


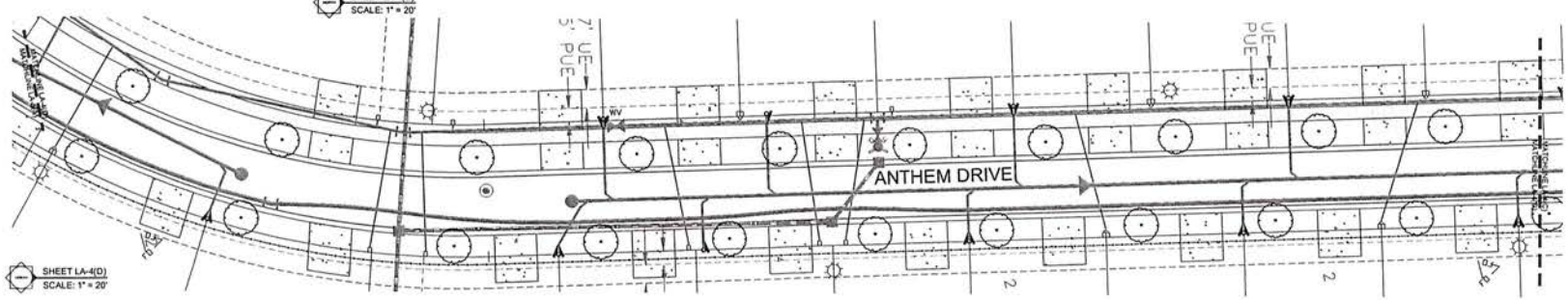
SHEET LA-4(A)
SCALE: 1" = 20'



SHEET LA-4(B)
SCALE: 1" = 20'



SHEET LA-4(C)
SCALE: 1" = 20'



SHEET LA-4(D)
SCALE: 1" = 20'

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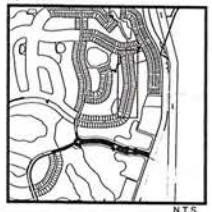
Key / Location:



N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc.

Signature

Greenspoon Marder

EDC Civil Engineers

Cantera Wheeler

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV
Manager	SG
Project Number	15-005
Municipal Number	16-129
Computer File	15-005 Encore Street Tree LA.dwg

Sheet

LA-4

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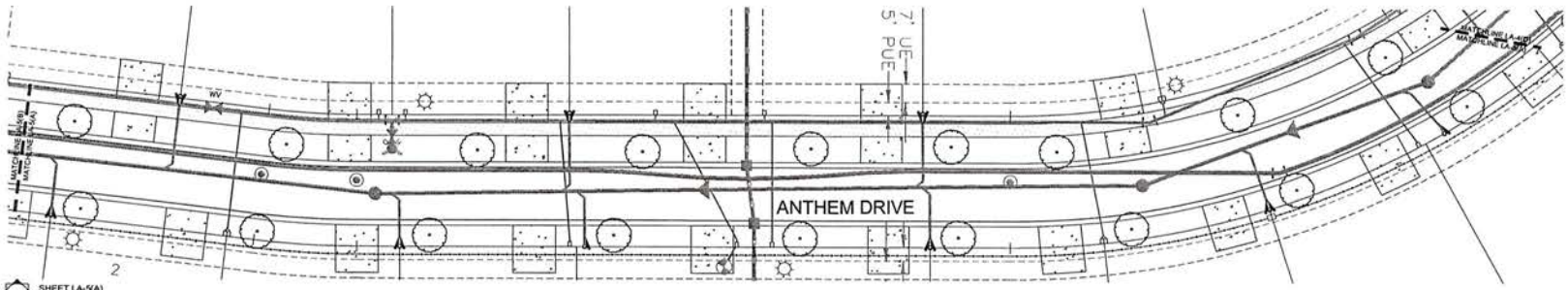

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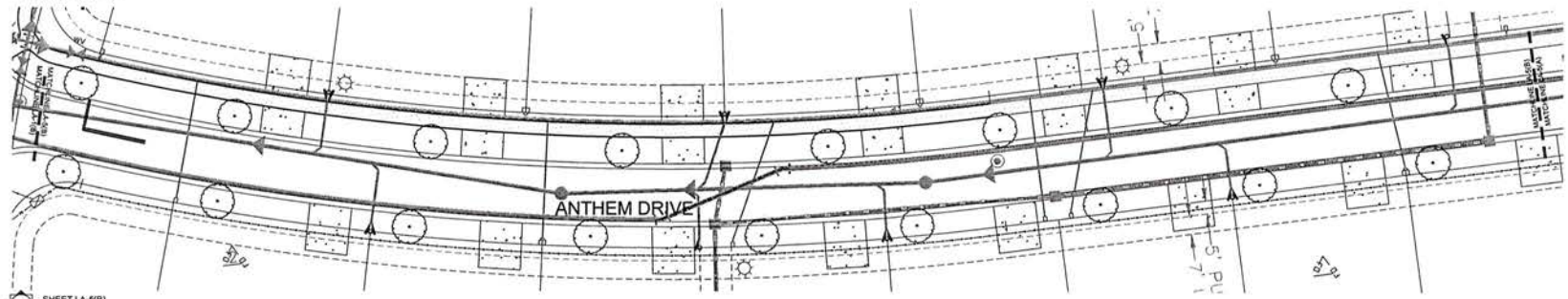
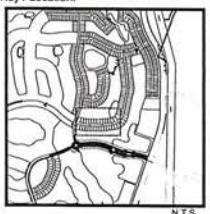
SCALE: 1" = 20'



SHEET LA-5(B)
SCALE: 1" = 20'

lucido & associates

Key / Location:



N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc.

Signature

Transport Marder

EDC Civil Engineers

Cashman Wheeler

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-5
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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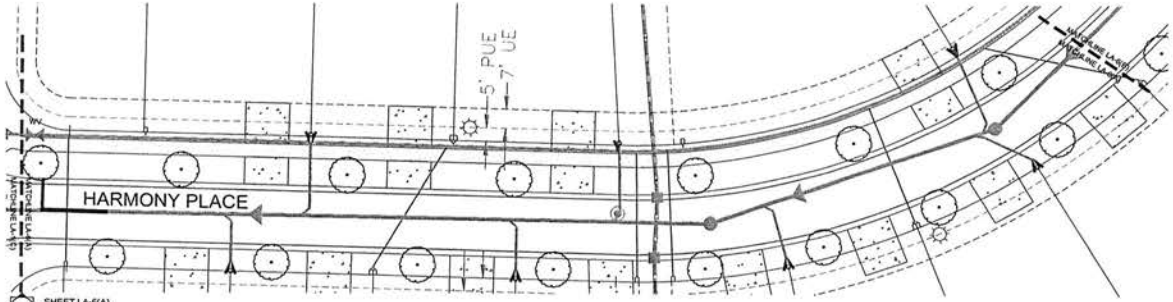

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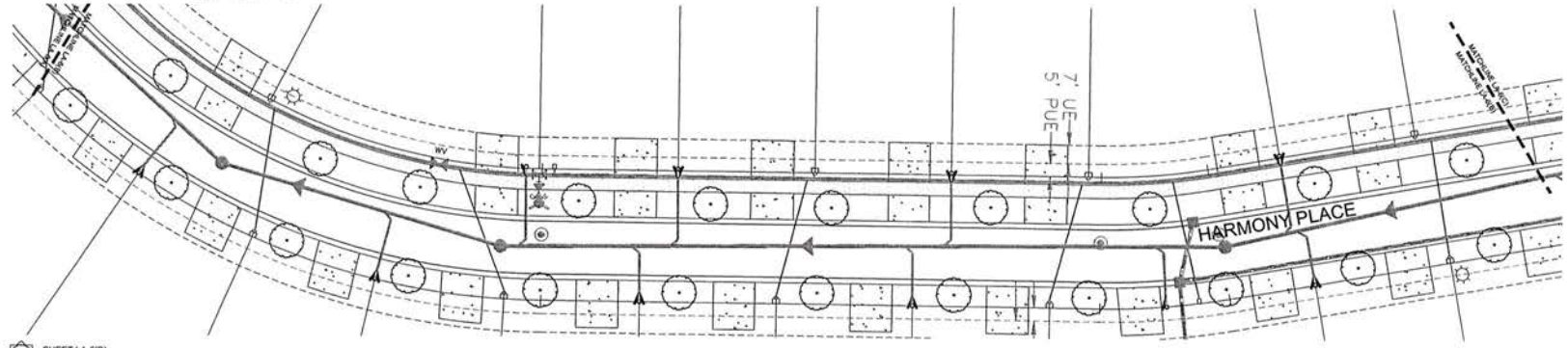
SCALE: 1" = 20'



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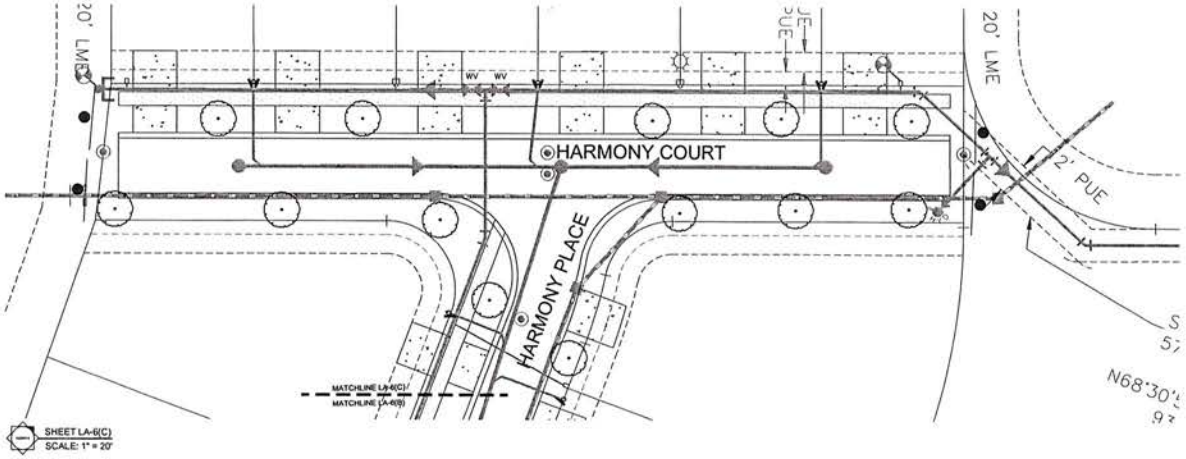

SHEET LA-6(C)
SCALE: 1" = 20'

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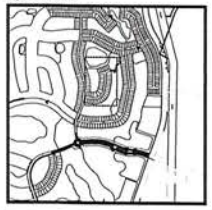
Key / Location:



Project Team:

WCI
Your Best Address.

Kimley»Horn
MacKenzie Engineering & Planning, Inc.
Signature
Greenspoon Harder
EDC Civil Engineers
Carter & Winter Inc.
EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-6
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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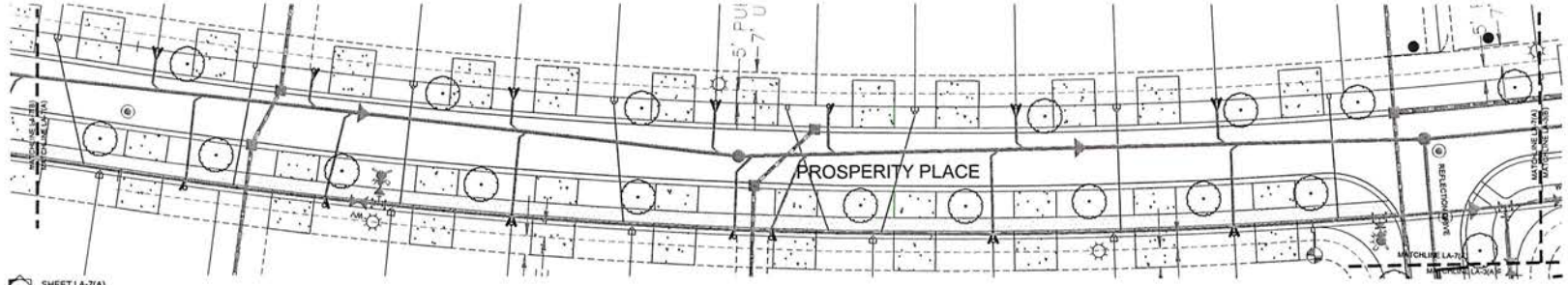

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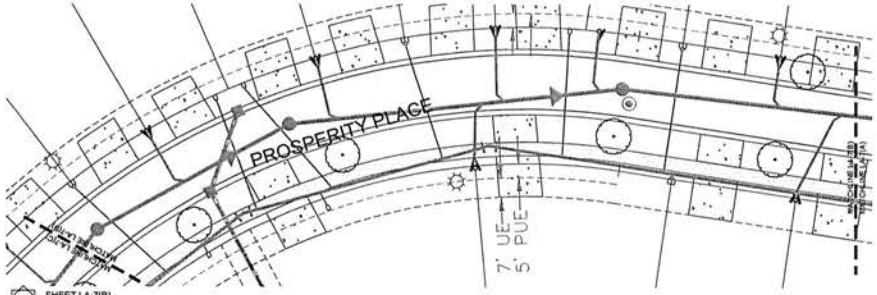
SCALE: 1" = 20'



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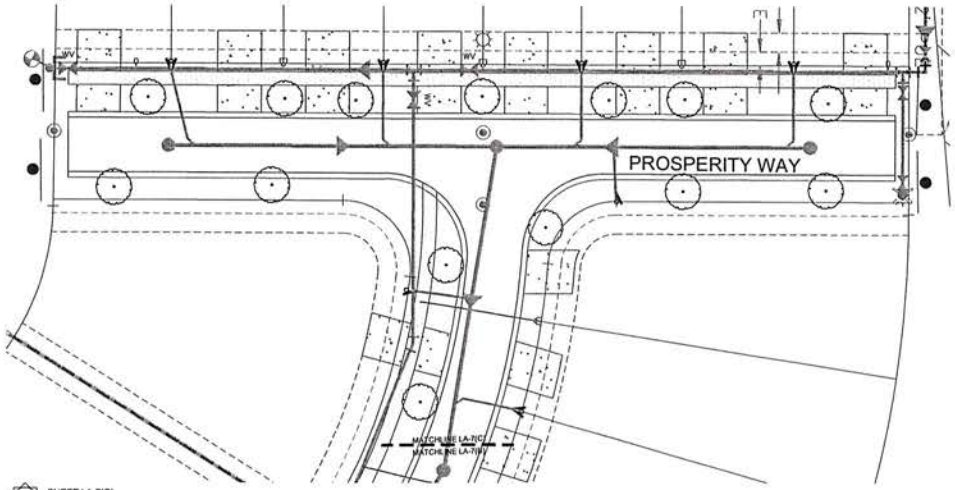
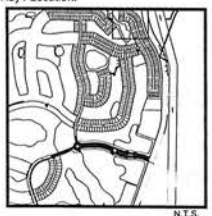
SCALE: 1" = 20'



SHEET LA-7(C)
SCALE: 1" = 20'

lucido & associates

Key / Location:



N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc

Signature

Greenspoon Marder

EDC Civil Engineers

Cashier & Wheeler Inc

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV
Manager	SG
Project Number	15-005
Municipal Number	16-129
Computer File	15-005 Encore Street Tree LA.dwg

Sheet

LA-7

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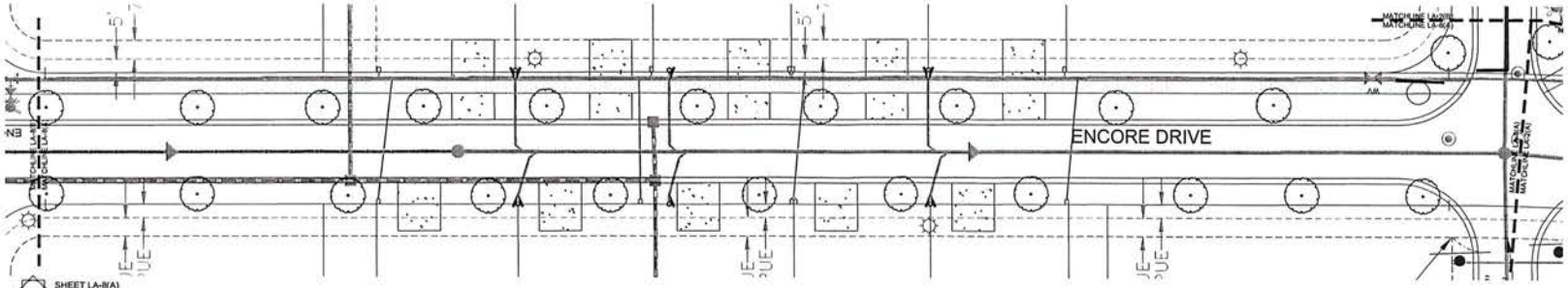

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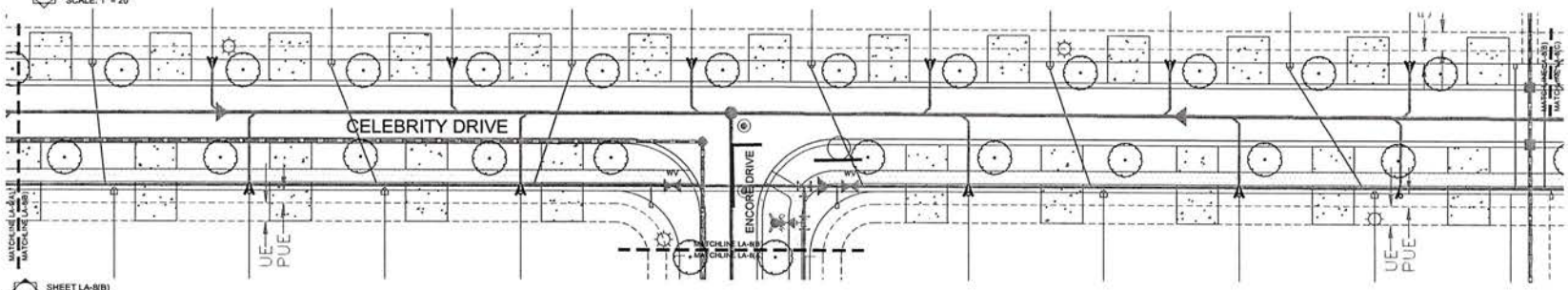
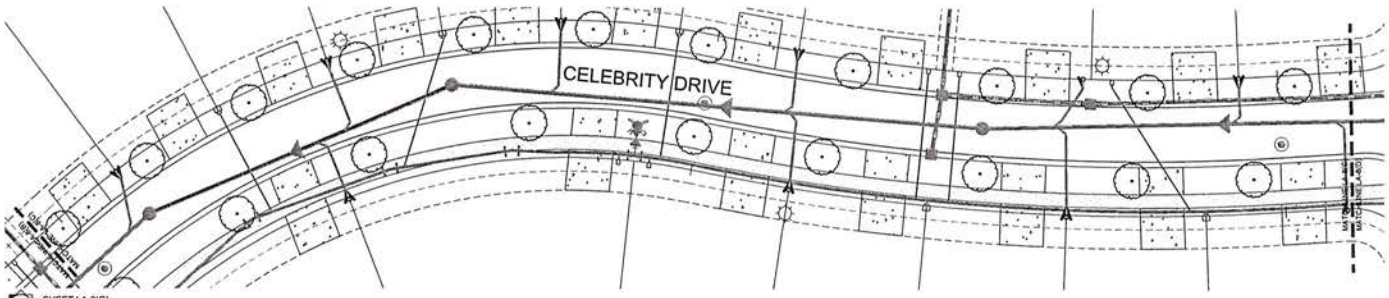
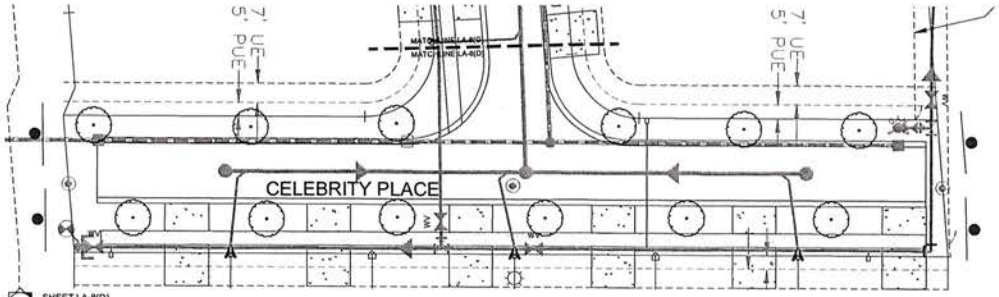
SCALE: 1" = 20'



SHEET LA-8(B)
SCALE: 1" = 20'



SHEET LA-8(C)
SCALE: 1" = 20'



SHEET LA-8(D)
SCALE: 1" = 20'

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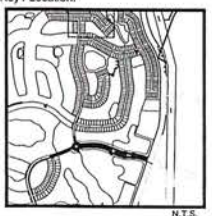
Key / Location:



N.T.S.

Project Team:

WCI
Your Best Address.

Kimley»Horn
MacKenzie Engineering & Planning, Inc.
Signature
Greenspoon Marder
EDC Civil Engineers
Courtesy & Wheeler Inc.
EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-8
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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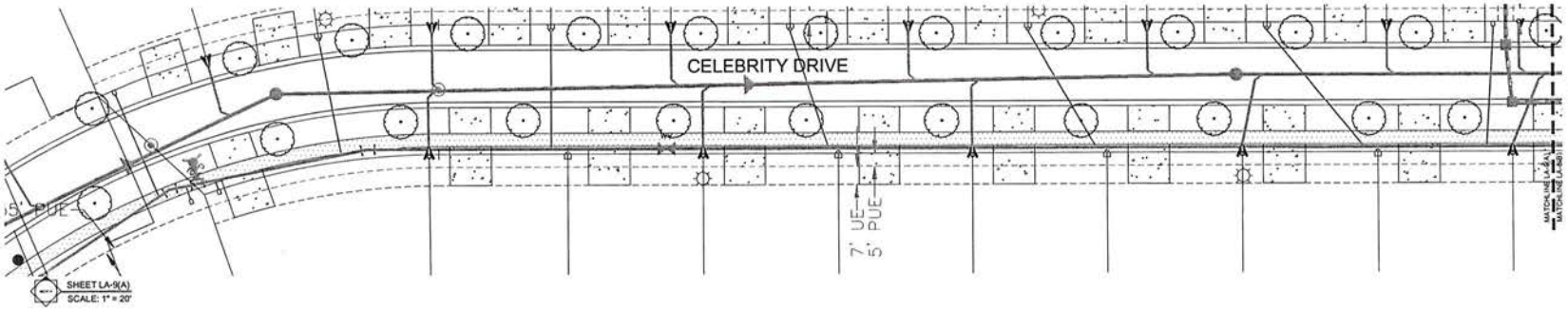

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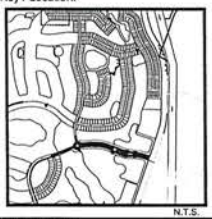
701 E Ocean Blvd. Stuart, Florida 34994 (772) 220-2100 Fax (772) 220-6220

Key / Location:



N.T.S.

Project Team:

WCI
Your Best Address.

Kimley»Horn
MacKenzie Engineering & Planning, Inc.
Signature
Marder
EDC Civil Engineers
Cameron & Wheeler Inc.
EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-9
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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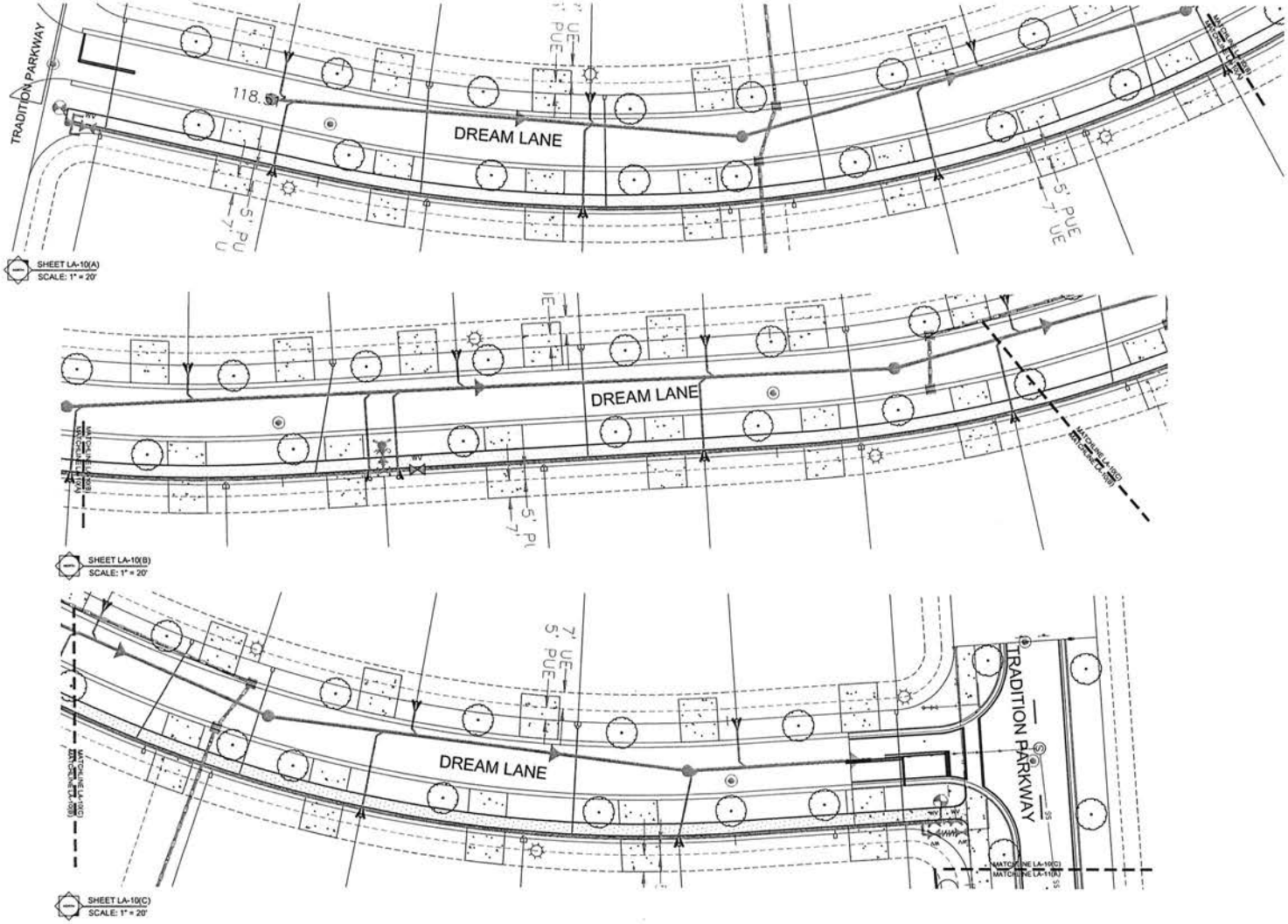

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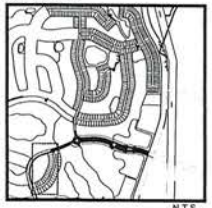

N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc.

Signature

Landscape Architecture Marder

EDC Civil Engineers

Courtney Winter Inc.

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1016
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-10
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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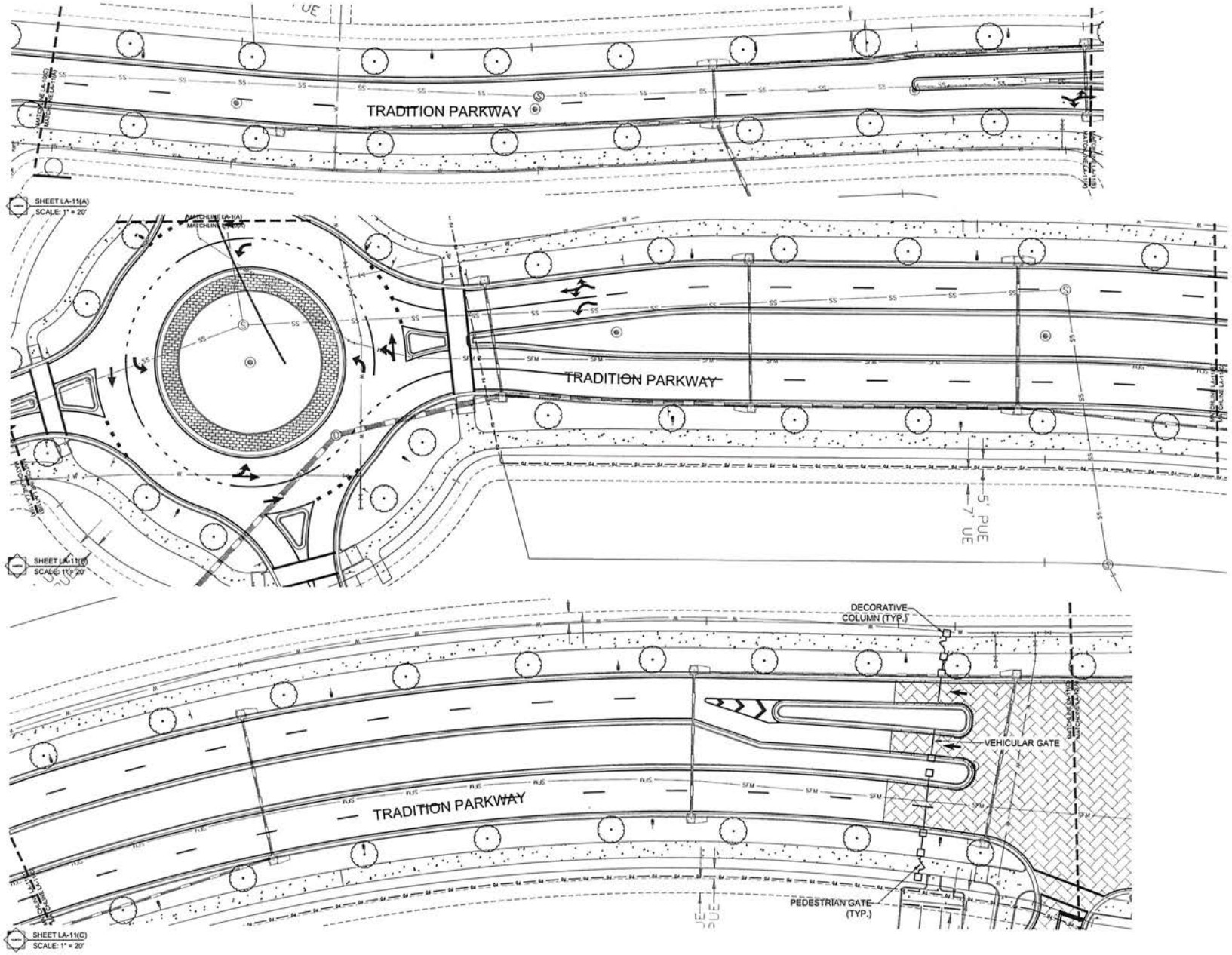

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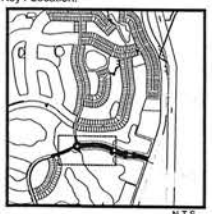
Key / Location:



N.T.S.

Project Team:

WCI

Your Best Address.

Kimley»Horn

MacKenzie Engineering & Planning, Inc.

Signature

Greenspoon Marder

EDC Civil Engineers

Cultural Hearts Inc.

EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Plan

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-11
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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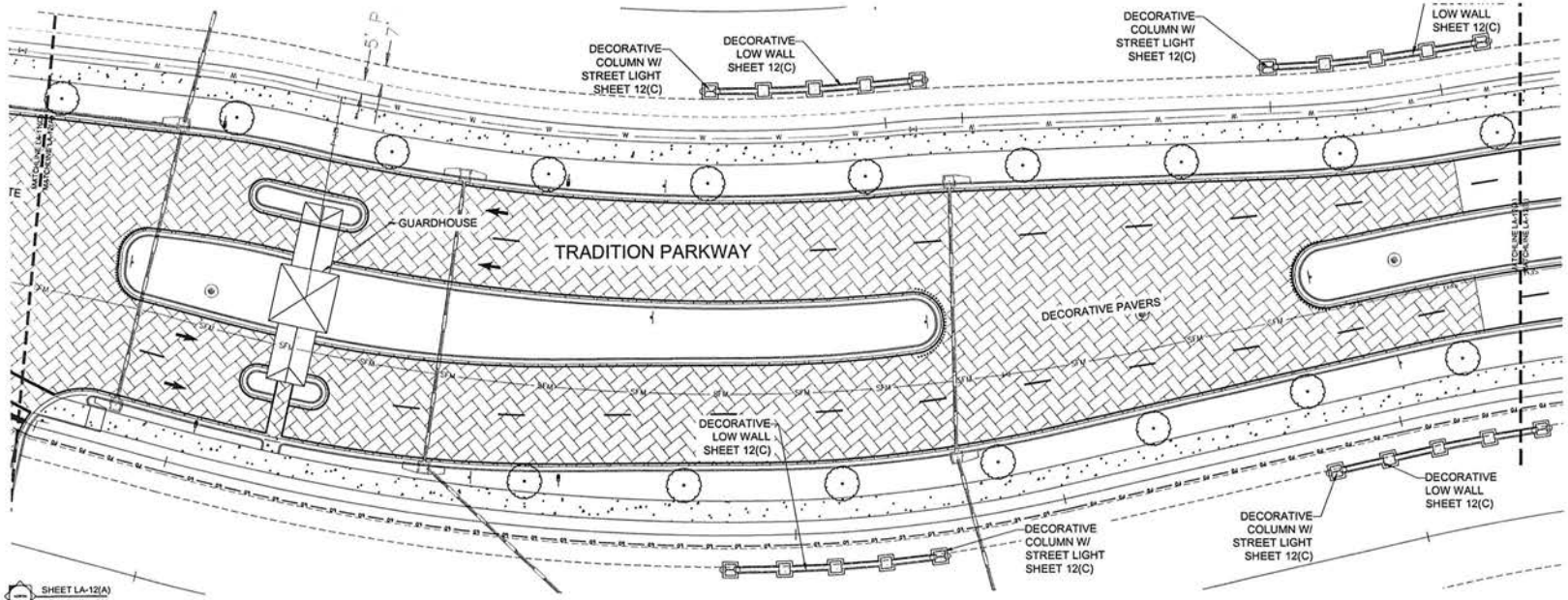
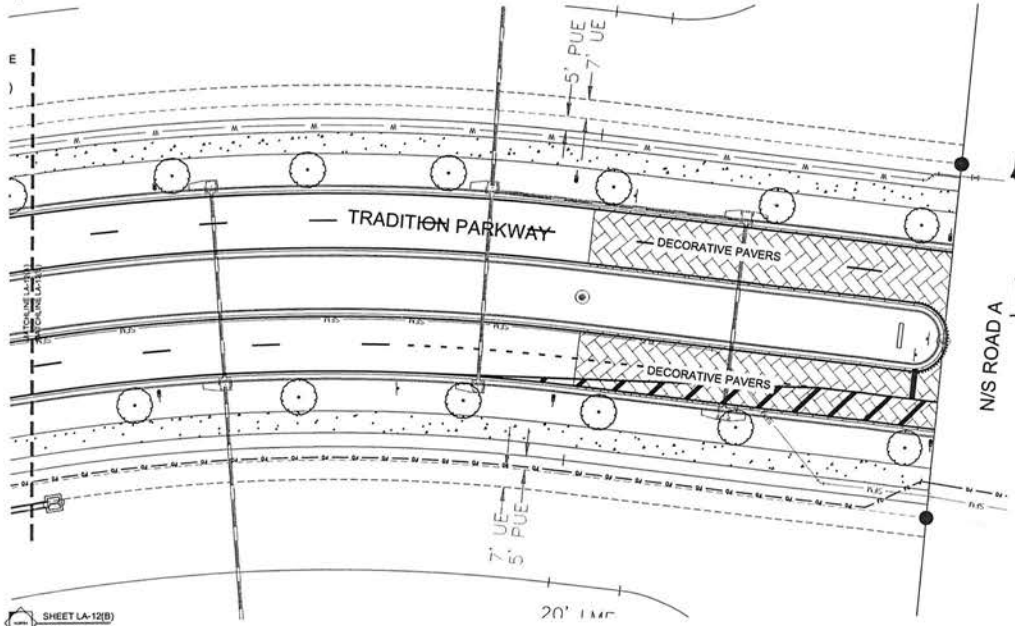


SHEET LA-12(A)
SCALE: 1" = 20'



SHEET LA-12(B)
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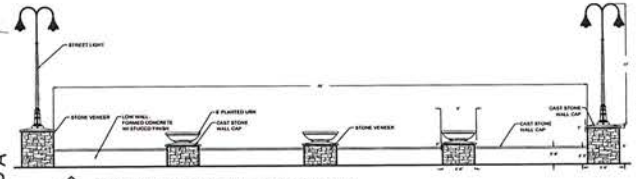

12(C) CONCEPTUAL DECORATIVE LOW WALL & STREET LIGHT
SCALE: 1/8" = 1'-0"

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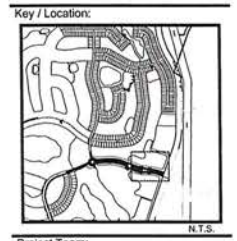
Key / Location:



N.T.S.

Project Team:

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EDC Civil Engineers
Gaufrau & Wheeler Inc.
EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Entrance Features

City of PSL P#16-129

Date	By	Description
06.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

REG. # 1018
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-12
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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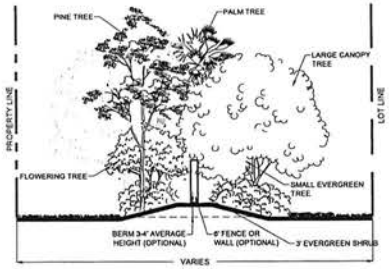
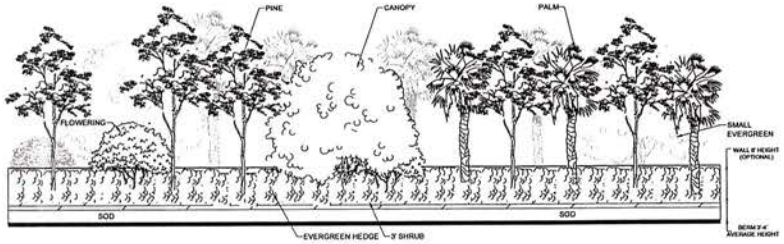
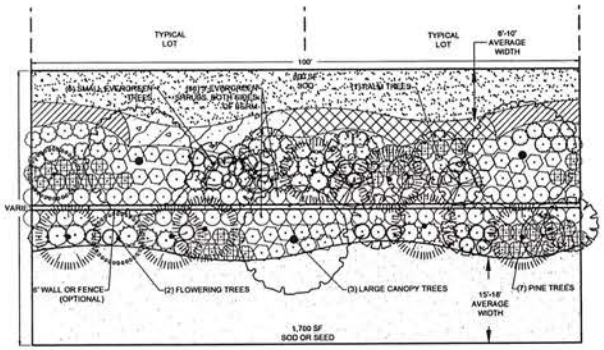


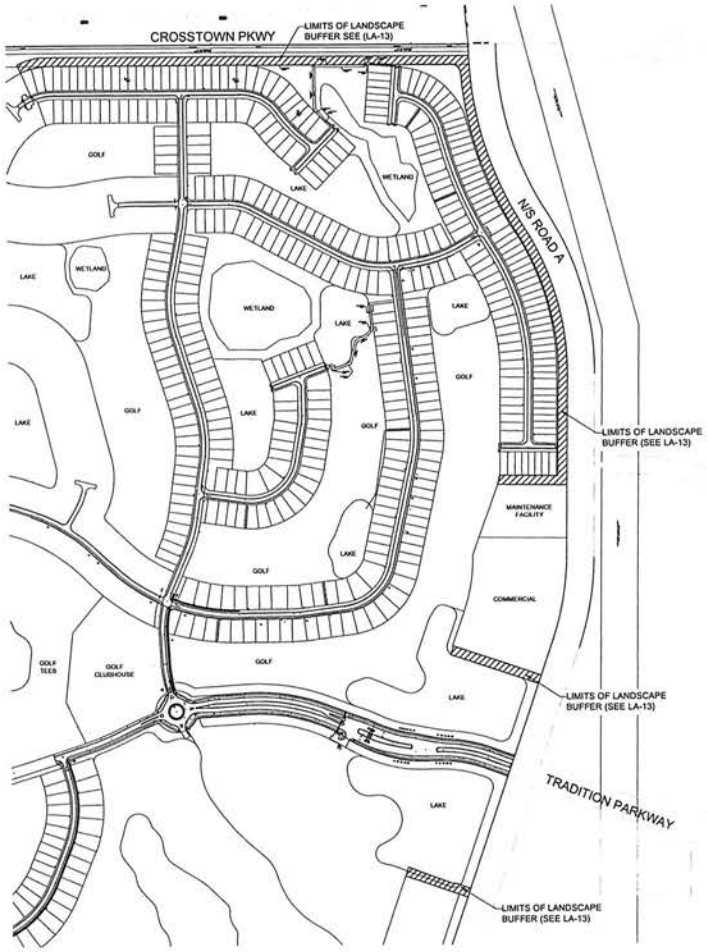
A TYPICAL 100' LANDSCAPE BUFFER SECTION
SCALE: 1/8"=1'



B TYPICAL 100' LANDSCAPE BUFFER ELEVATION
SCALE: 1/8"=1'



C TYPICAL 100' LANDSCAPE BUFFER PLAN
SCALE: 1"=30'



D BUFFER LOCATION PLAN
SCALE: 1"=300'

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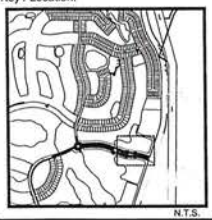
Key / Location:



N.T.S.

Project Team:

WCI
Your Best Address.

Kimley»Horn
MacKenzie Engineering & Planning, Inc.
Signature
Greenspoon Marder
EDC Civil Engineers
Courtesy Wheeler Inc.
EW

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Landscape Buffer

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = NTS

0 0 0 0

REG. # 1016
Thomas P. Lucido

Designer	KV	Sheet
Manager	SG	LA-13
Project Number	15-005	
Municipal Number	16-129	
Computer File	15-005 Encore Street Tree LA.dwg	

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jusidiction.

PART 3: EXECUTION

3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all trees larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:
A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

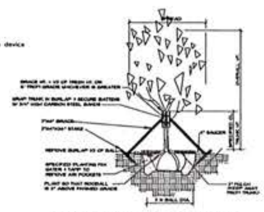
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

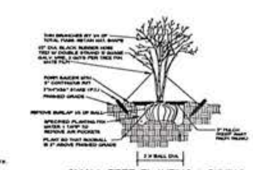
B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

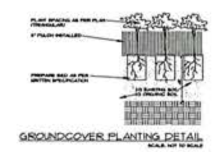
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

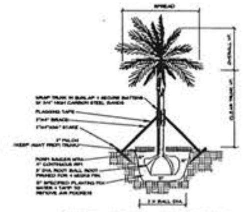
D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

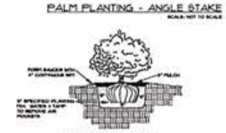
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.


LARGE TREE PLANTING & STAKING
SCALE: NOT TO SCALE


SMALL TREE PLANTING & GUYING
SCALE: NOT TO SCALE


GROUNDCOVER PLANTING DETAIL
SCALE: NOT TO SCALE


PALM PLANTING - ANGLE STAKE
SCALE: NOT TO SCALE


SHRUB PLANTING
SCALE: NOT TO SCALE

DRAINAGE TESTING DETAIL
SCALE: NOT TO SCALE

BRACING DETAIL
SCALE: NOT TO SCALE

lucido & associates

Key / Location:

N.T.S.

Project Team:

WCI
Your Best Address.

Kimley-Horn
MacKenzie Engineering & Planning, Inc.
Signature
Marder
EDC Civil Engineers

ENCORE

Port St. Lucie, Florida

Phase I Street Trees

Details & Specifications

City of PSL P#16-129

Date	By	Description
08.03.16	KV	Initial Submittal
09.07.16	KV	Resubmittal
09.29.16	KV	Response to Comments
11.09.16	KV	Response to Comments
12.06.16	KV	Response for P&Z Board

NORTH

SCALE: 1" = NTS

REG. # 1018
Thomas P. Lucido

Designer	KV
Manager	SG
Project Number	15-005
Municipal Number	16-129
Computer File	15-005 Encore Street Tree LA.dwg

Sheet
LA-14

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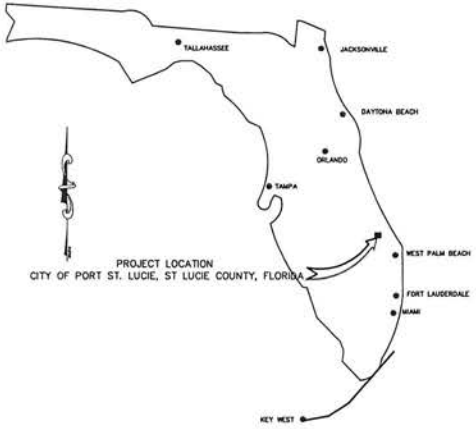
ENCORE AT TRADITION PLAT ONE

MODEL, PHASE 1 & 2 RESIDENTIAL

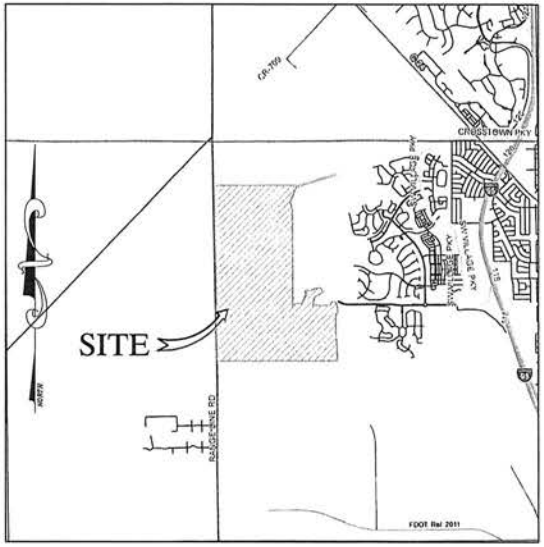
CITY OF PORT ST. LUCIE, ST LUCIE COUNTY, FLORIDA

PAVING, GRADING, & DRAINAGE

SANITARY SEWER & WATER DISTRIBUTION PLANS



STATE LOCATION MAP
N.T.S.



LOCATION MAP N.T.S.
TWN 37 / RNG 39 / SEC 6,7,17,18

SHEET	DESCRIPTION
CV-1	Cover Sheet
PD-1	Overall Stormwater Plan
PD-2-15	Paving, Grading, & Drainage Plans
PD-15A	Emergency Access Plan
PD-16-18	Paving Grading, & Drainage Details
PP-1	Pollution Prevention Plan
PM-1	Pavement Marking Plans / Street Light Plans
WS-1,WS-1A	Overall Water Distribution & Sanitary Sewer Plan / Keymap
WS-2 to 6 & WS-8 to 15	Water Distribution & Sanitary Sewer Plans
WS-16-24	Sanitary Sewer Profiles
WS-25-28	Water Distribution & Sanitary Sewer Details
WS-29-31	Lift Station Details

NOTE:
ELEVATIONS SHOWN ARE IN NAVD 88 DATUM

WCI COMMUNITIES, LLC.

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REV PER CITY OF PSL	9/26/16	BAH
REV PER CITY OF PSL	8/26/16	BAH

FILE NAME 7138CV

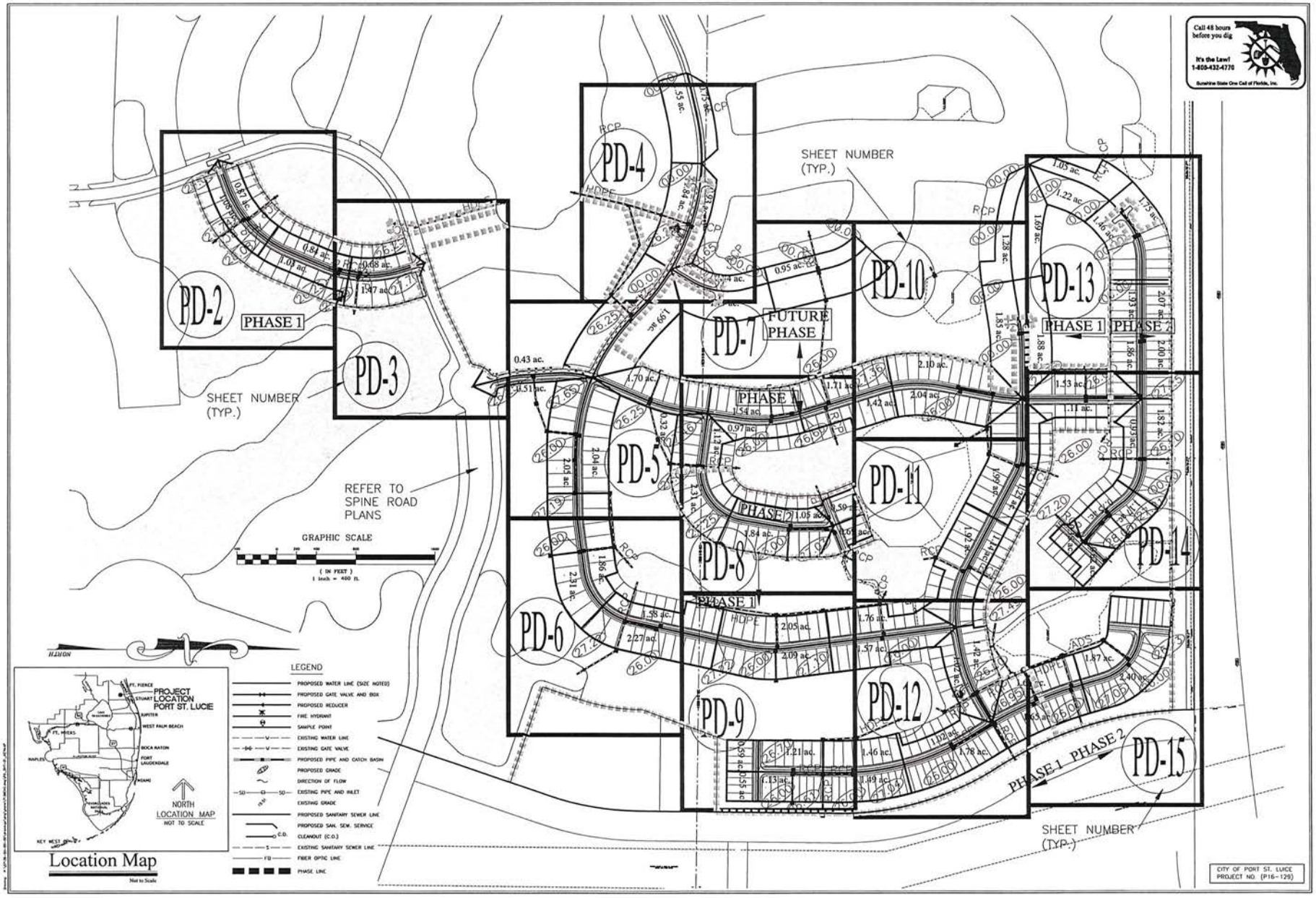
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
COVER SHEET
CITY OF PORT ST. LUCIE, ST LUCIE COUNTY, FLORIDA

DATE 8/2/16
DRAWN BY BAH
F.B./ PG. ----
SCALE N/A

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENGINEERING #28-0003081
DATE:

JOB # 7138
SHT.NO.
CV-1
OF 1 SHEETS



1	REV PER CITY OF PSL	8/26/16	BAH
	REVISIONS	DATE	BY
	FILE NAME 7138ENG.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

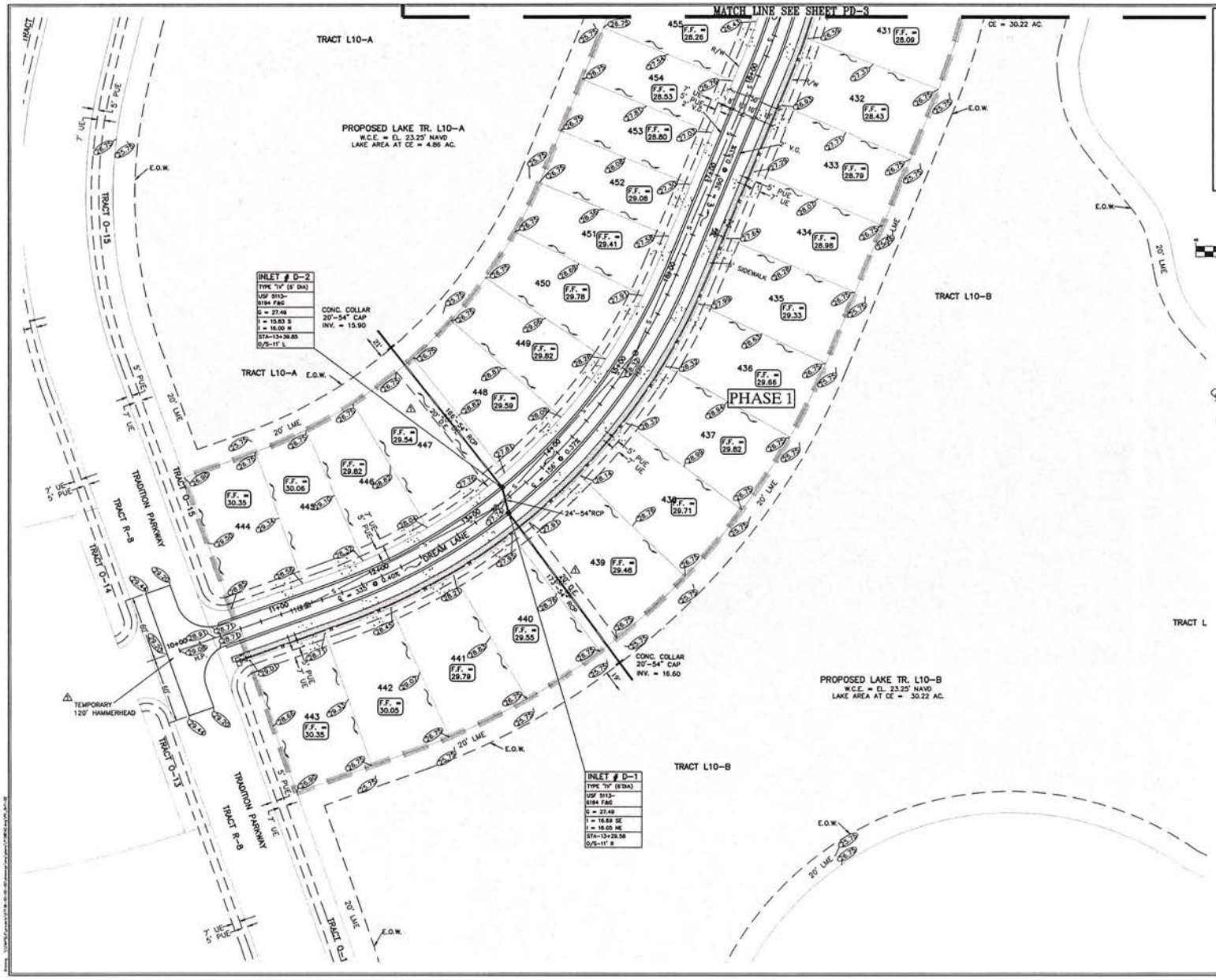
ENCORE AT TRADITION PLAT ONE OVERALL PAVING, GRADING, & DRAINAGE PLAN / KEYMAP

PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 400'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT NO.
PD-1
OF SHEETS



Location Map

GRAPHIC SCALE Not to Scale

(IN FEET)
1 inch = 40 ft.

Call 48 hours before you dig
It's the Law!
1-800-432-4770
Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV PER CITY OF PSL	8/26/16	BAH
REVISIONS	DATE	BY

FILE NAME 7138DNG.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
PD-2
OF SHEETS

MATCH LINE SEE SHEET PD-5

GOLF COURSE

TRACT GC-11B

CLUBHOUSE

TRACT CH

TRACT O-4

TRACT O-18

TRACT L10-B

TRACT GC-89

MATCH LINE SEE SHEET PD-2

PHASE 1

PHASE 1

PHASE LINE

LAKE INTER CONNECT

REFER TO SPINE ROAD PLANS

TRADITION PARKWAY

MATCH LINE SEE SPINE ROAD PLANS

DREAM LANE

PROPOSED LAKE
W.C.E. = EL. 23.25' NAVD
LAKE AREA AT CE = 4.86 AC.

PROPOSED LAKE TR. L10-C
W.C.E. = EL. 23.25' NAVD
LAKE AREA AT CE = 30.22 AC.

PROPOSED LAKE
W.C.E. = EL. 23.25' NAVD

CONC. COLLAR 40'-60" CAP INV. = 15.56

CONC. COLLAR 20'-24" CAP INV. = 16.28

CONC. COLLAR 6'-60" CAP INV. = 15.83

INLET # D-12
TYPE "IV (8' DIA)
USF 6616
G = 25.50
I = 15.69 S
I = 15.93 N
STA-0/S- L

INLET # D-11
TYPE "V" (8' DIA)
USF 5113-6194 F&G
G = 26.65
I = 16.10 N
I = 15.62 S
STA-0/S-11' L

INLET # D-5
TYPE "X" (4'DIA)
USF 5113-6194 F&G
G = 26.05
I = 20.40 S
I = 16.57 E
STA-20+04.22
0/S-11' L

INLET # D-4
TYPE "X" (4'DIA)
USF 5113-6194 F&G
G = 26.00
I = 22.31 E
I = 20.58 N
STA-18+82.29
0/S-11' L

INLET # D-6
TYPE "X" (4'DIA)
USF 5113-6194 F&G
G = 26.00
I = 16.53 W
I = 16.31 E
STA-19+79.71
0/S-11' R

INLET # D-3
TYPE "C"
G = 26.50
I = 22.72
I = 18.25 SE
STA-18+78.68
0/S-11' R

172-24" RCP20 DE

22'-15" RCP

24'-18" RCP

F.F. = 29.61
F.F. = 29.41
F.F. = 29.19
F.F. = 28.90
F.F. = 28.60
F.F. = 28.35
F.F. = 28.06
F.F. = 28.05
F.F. = 28.05
F.F. = 28.63
F.F. = 28.91

426 427 428 429 430 456 457 458 459 460 461

E.O.W.

20' LME

7' UE

5' PUE

Location Map

PROJECT LOCATION
PORT ST. LUCIE

NORTH
LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE
Not to Scale
(IN FEET)
1 inch = 40 ft.

Call 48 hours before you dig
It's the Law!
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Sunshine State One Call of Florida, Inc.

NORTH

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map
Not to Scale

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

1	REV PER CITY OF PSL	BAH
	REVISIONS	DATE	BY
	FILE NAME: 7138PD-PM	8/28/16	

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7978 N. FEDERAL HIGHWAY, SUITE 100
BOCA RATON, FLORIDA 33487
PHONE (561) 392-1991 / FAX (561) 750-1452

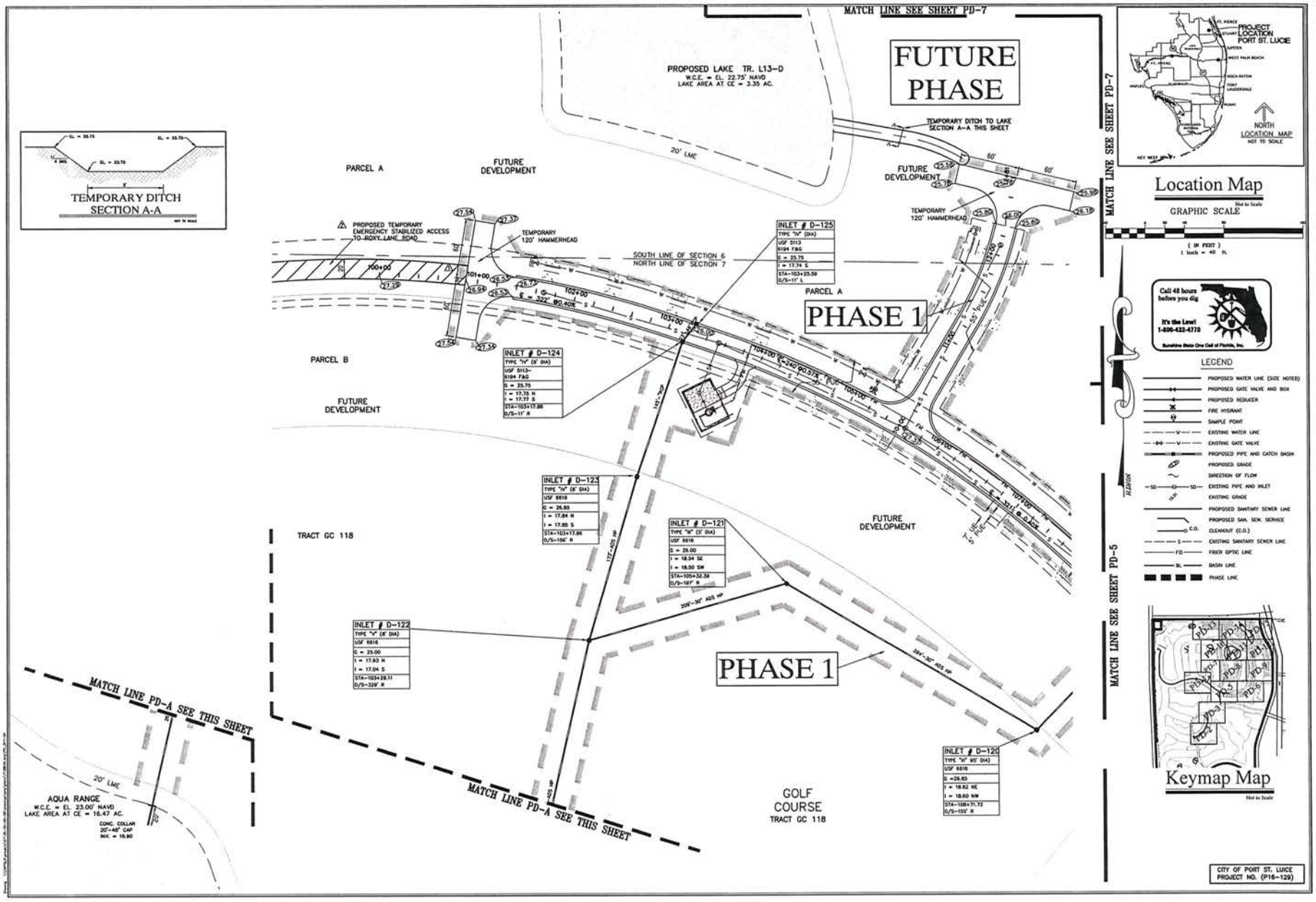
ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 29478
STATE OF FLORIDA
ENG NO. EB-0003359
DATE

JOB # 7138
SHEET NO.
PD-3
OF SHEETS



REVISIONS	DATE	BY
REV PER CITY OF PSL	8/26/16	BAH

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO. PD-4
OF SHEETS

MATCH LINE SEE SHEET PD-7

MATCH LINE SEE SHEET PD-8

MATCH LINE SEE SHEET PD-4

MATCH LINE SEE SHEET PD-6

MATCH LINE SEE SHEET PD-3

GOLF COURSE HOLE 14

TRACT GC 14

TRACT GC 1213

GOLF COURSE HOLE 13

TRACT GC 1213

FUTURE DEVELOPMENT

PARCEL A

PARCEL B

FUTURE DEVELOPMENT

TRACT O-21

TRACT O-19

TRACT O-20

ENCORE DRIVE

ANTHEM DRIVE

CLUBHOUSE

TRACT CH

GOLF COURSE HOLE 10

TRACT GC 1011

MATCH LINE SEE SPINE ROAD PLANS

CONST. YARD
DRN NO.-3
G = 27.05
I = 21.95
STA-16+31.57
O/S-159' L

INLET # D-30
TYPE "X" (4'DIA)
USF 5113-6194 F&G
G = 26.05
I = 21.40 E
I = 21.50 W
STA-19+31.27
O/S-11' L

INLET # D-118
TYPE "W" (5' DIA)
USF 5106 6149 F&G
G =25.70
I = 18.04
STA-108+93.11
O/S-11' L

INLET # D-119
TYPE "W" (5' DIA)
USF 5106 6149 F&G
G = 25.70
I = 18.99 E
I = 18.95 SW
STA-108+71.73
O/S-11' R

INLET # D-14
TYPE "X (4' DIA)
USF 5113-6194 F&G
G = 26.05
I = 19.00 E
STA-13+16.30
O/S-11' L

INLET # D-13
TYPE "C"
USF 5113-6194 F&G
G = 26.05
I = 19.05 W
I = 19.00 E
STA-13+16.14
O/S-11' R

INLET # D-15A
TYPE "X (4' DIA)
USF 6212
G = 27.05
I = 18.48 W
I = 18.45 W
STA-115+44.82
O/S-157' R

INLET # D-15
TYPE "X (4' DIA)
USF 6212
G = 28.00
I = 18.78 W
I = 18.75 E
STA-
O/S-

INLET # D-29
TYPE "C"
USF 5113-6194 F&G
G = 26.05
I = 21.41 W
I = 18.84 E
STA-19+31.27
O/S-11' R

INLET # D-31
TYPE "X" (4' DIA)
USF 6212
G = 26.00
I = 18.81 W
I = 18.60 E
STA-
O/S-

INLET # D-32
TYPE "W" (5' DIA)
USF 6212
G = 27.05
I = 18.44 W
I = 18.44 N
STA-26+69.18
O/S-159' R

INLET # D-17
TYPE "C"
USF 5113-6194 F&G
G = 26.05
I = 19.25
STA-115+49.38
O/S-11' L

INLET # D-23
TYPE "W" (5'DIA)
USF 6516
G = 28.40
I = 14.33 S
I = 13.73 E
STA-118+42.20
O/S-165' L

INLET # D-18
TYPE "X"
USF 5113-6194 F&G
G = 26.05
I = 18.21 N
I = 18.15 E
I = 18.19 S
STA-115+44.82
O/S-11' R

INLET # D-21
TYPE "W"
USF 5113-6194
G = 26.56
I = 18.03 W
I = 18.00 E
STA-
O/S-

INLET # D-22
TYPE "W" (5'DIA)
USF 5113-6194 F&G
G = 27.23
I = 17.85 W
I = 14.49 N
STA-118+42.20
O/S-11' R

F.F. = 28.84 422
F.F. = 28.55 423
F.F. = 28.52 424
F.F. = 28.74 425
F.F. = 29.53 251
F.F. = 29.15 250
F.F. = 28.82 249
F.F. = 28.81 248
F.F. = 29.11 247
F.F. = 29.39 246
F.F. = 29.65 245
F.F. = 29.65 244
F.F. = 29.51 243
F.F. = 29.34 1
F.F. = 28.95 2
F.F. = 28.67 3
F.F. = 28.66 4
F.F. = 28.91 5
F.F. = 29.14 6
F.F. = 29.40 7
F.F. = 29.53 8
F.F. = 29.39 9

Location Map

Not to Scale

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

Call 48 hours before you dig
It's the Law!
1-800-432-4770
Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

1	REV PER CITY OF PSL	8/26/16	BAH
	REVISIONS	DATE	BY

FILE NAME: 7138NOC.dwg

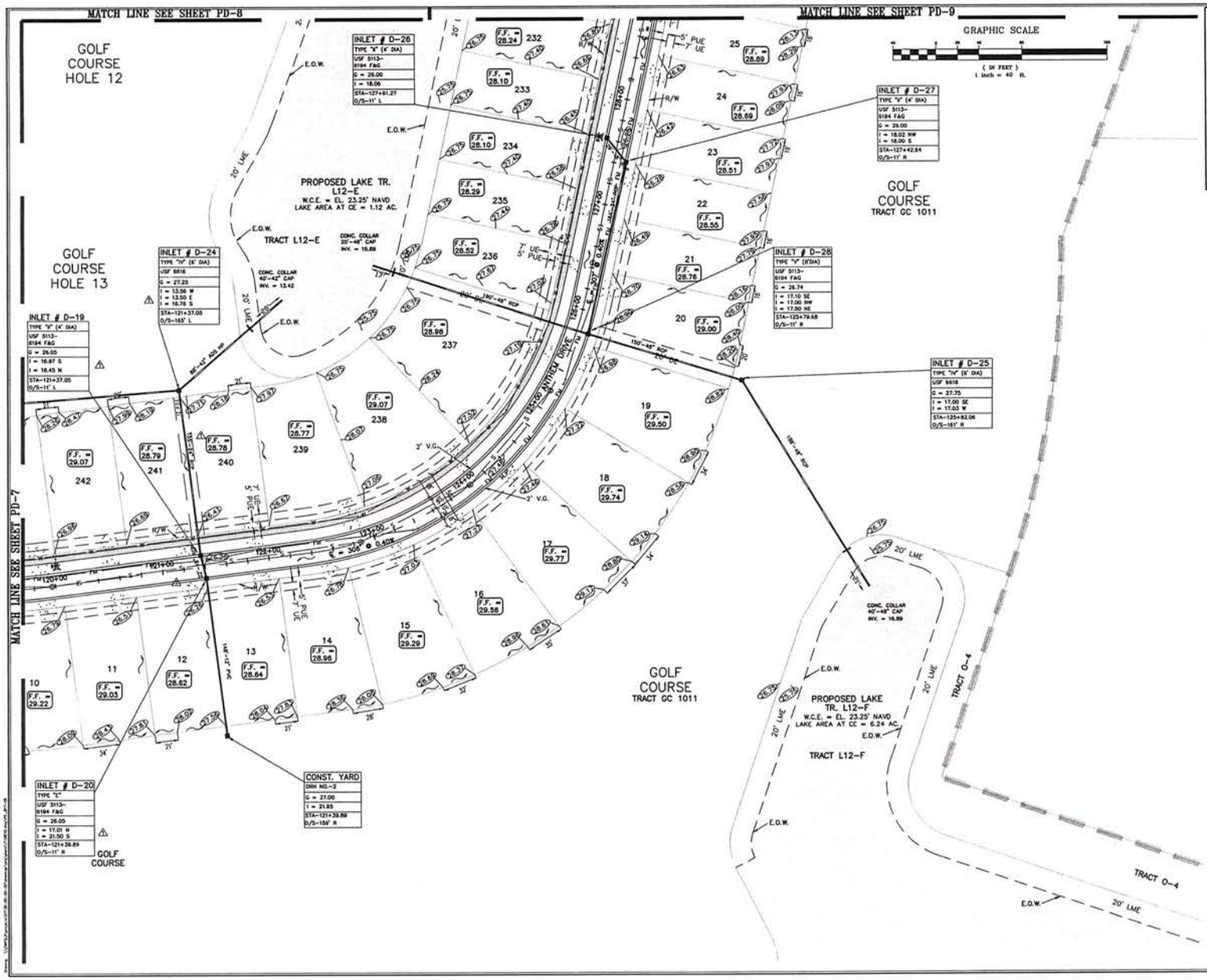
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-0991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG. NO. EB-0003759
DATE

JOB # 7138
SHEET NO.
PD-5
OF SHEETS



Location Map

Not to Scale

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Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
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- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
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- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV.	REVISIONS	DATE	BY
A	REV PER CITY OF PSL	8/26/16	BAH

FILE NAME 7138ENC.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

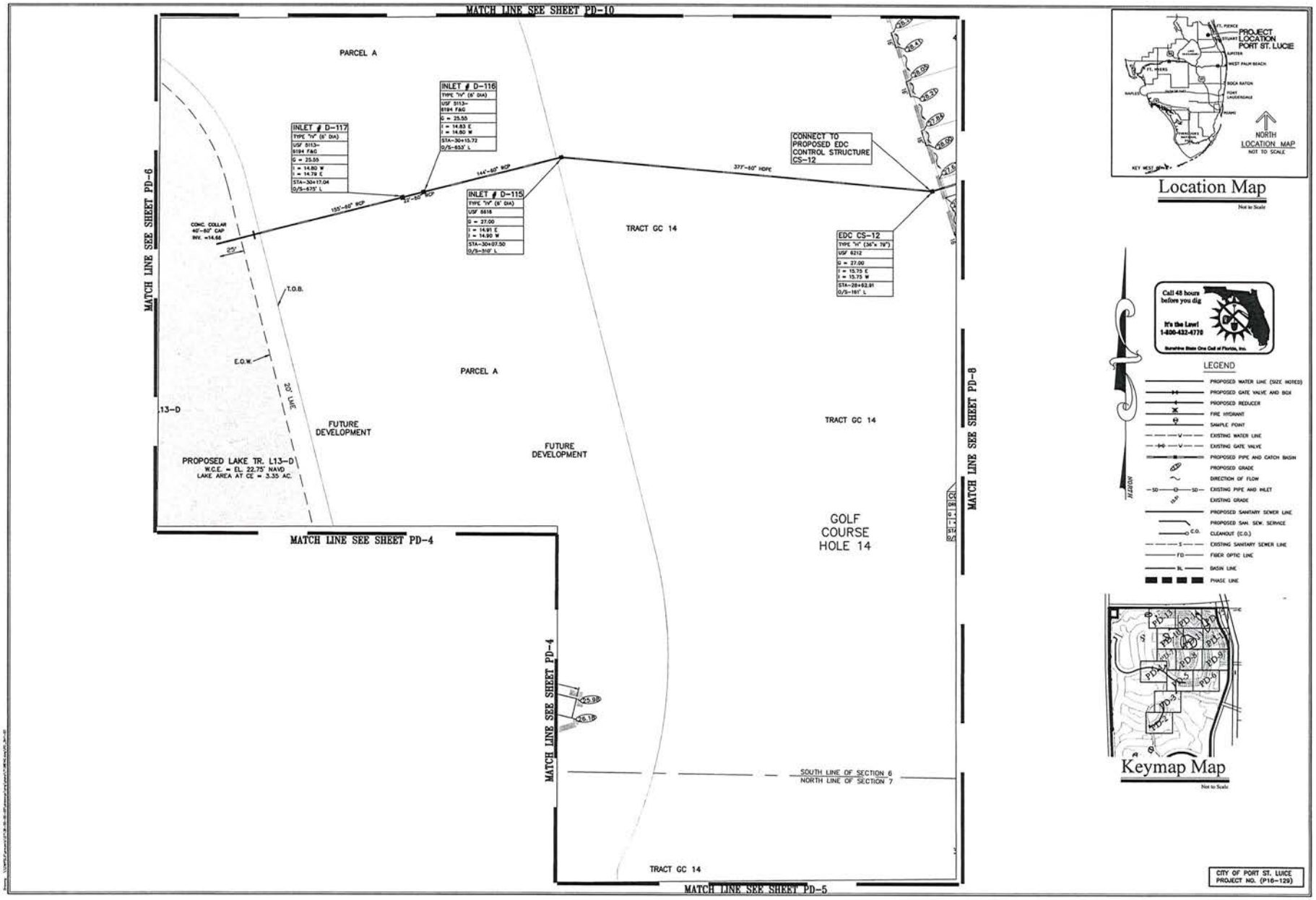
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138

SHT.NO.
PD-6
OF SHEETS



A	REV PER CITY OF PSL	8/26/16	BAH
	REVISIONS	DATE	BY
	FILE NAME 7138DIG.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

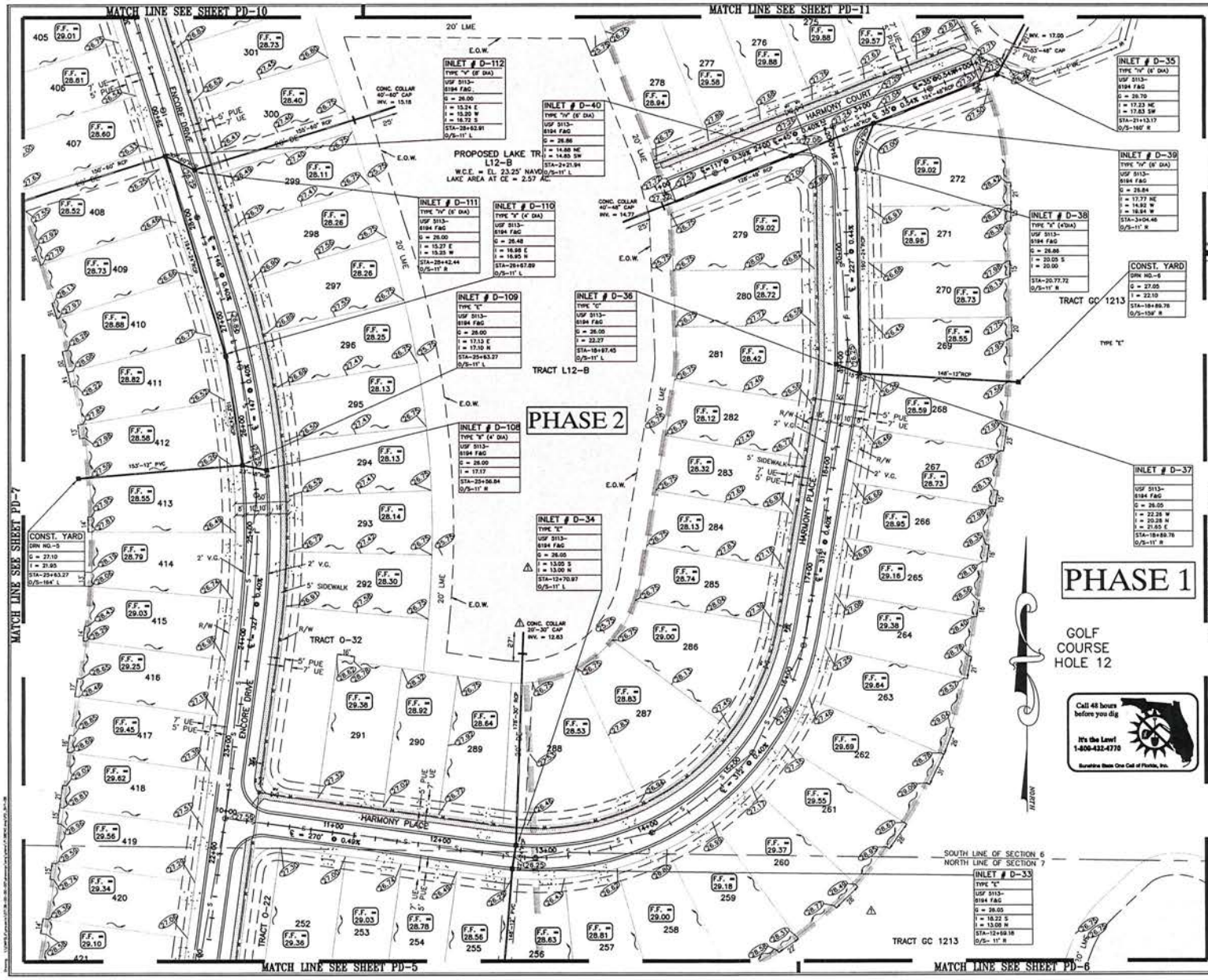
ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
PD-7
OF SHEETS



Location Map

Not to Scale

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
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- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
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- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV	PER CITY OF PSL	8/26/16	BAH
REVISIONS		DATE	BY
FILE NAME 7138DC.dwg			

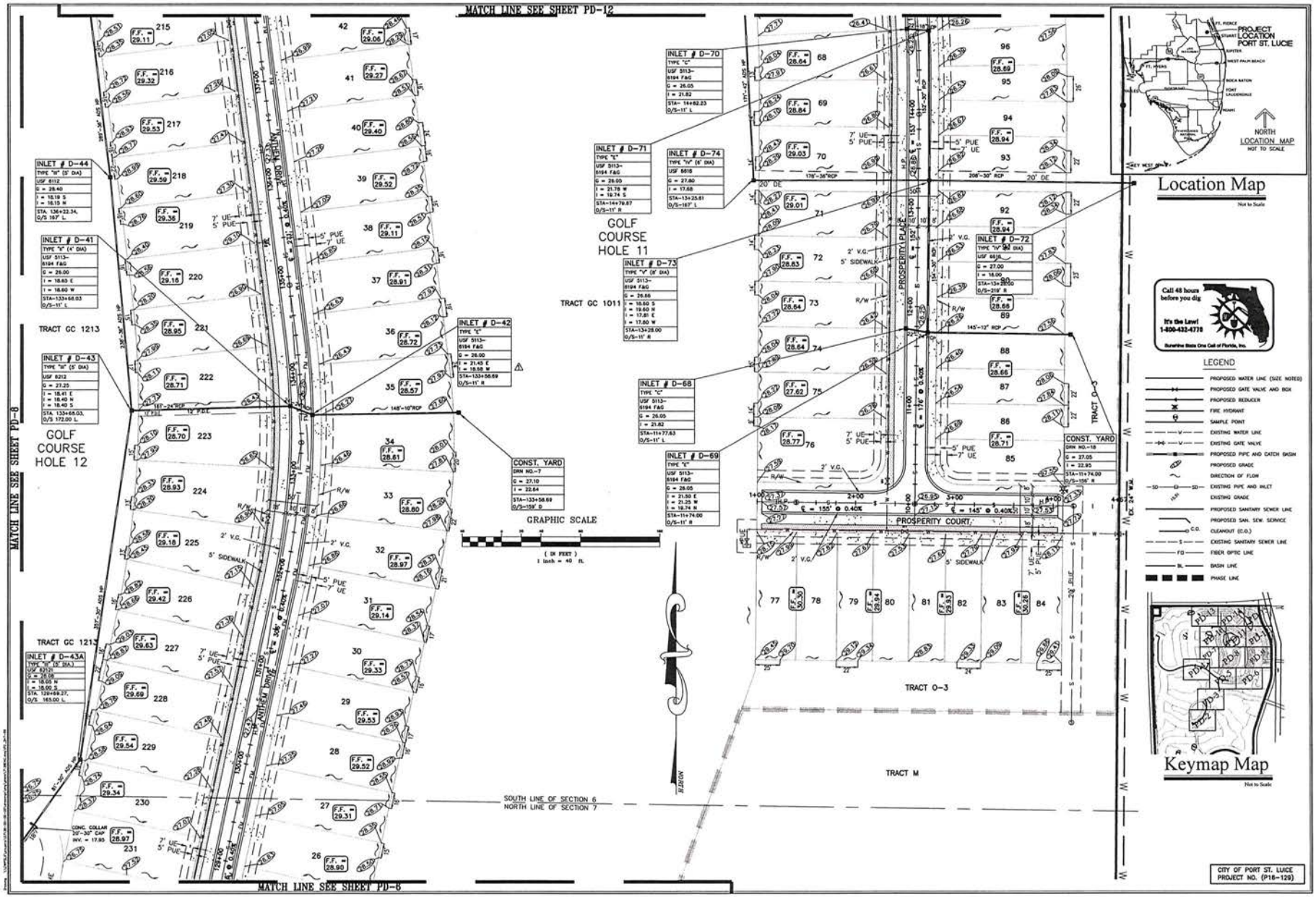
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
PD-8
OF SHEETS



REV PER CITY OF PSL	8/26/16	BAH
REVISIONS	DATE	BY
FILE NAME: 7138DIG.dwg		

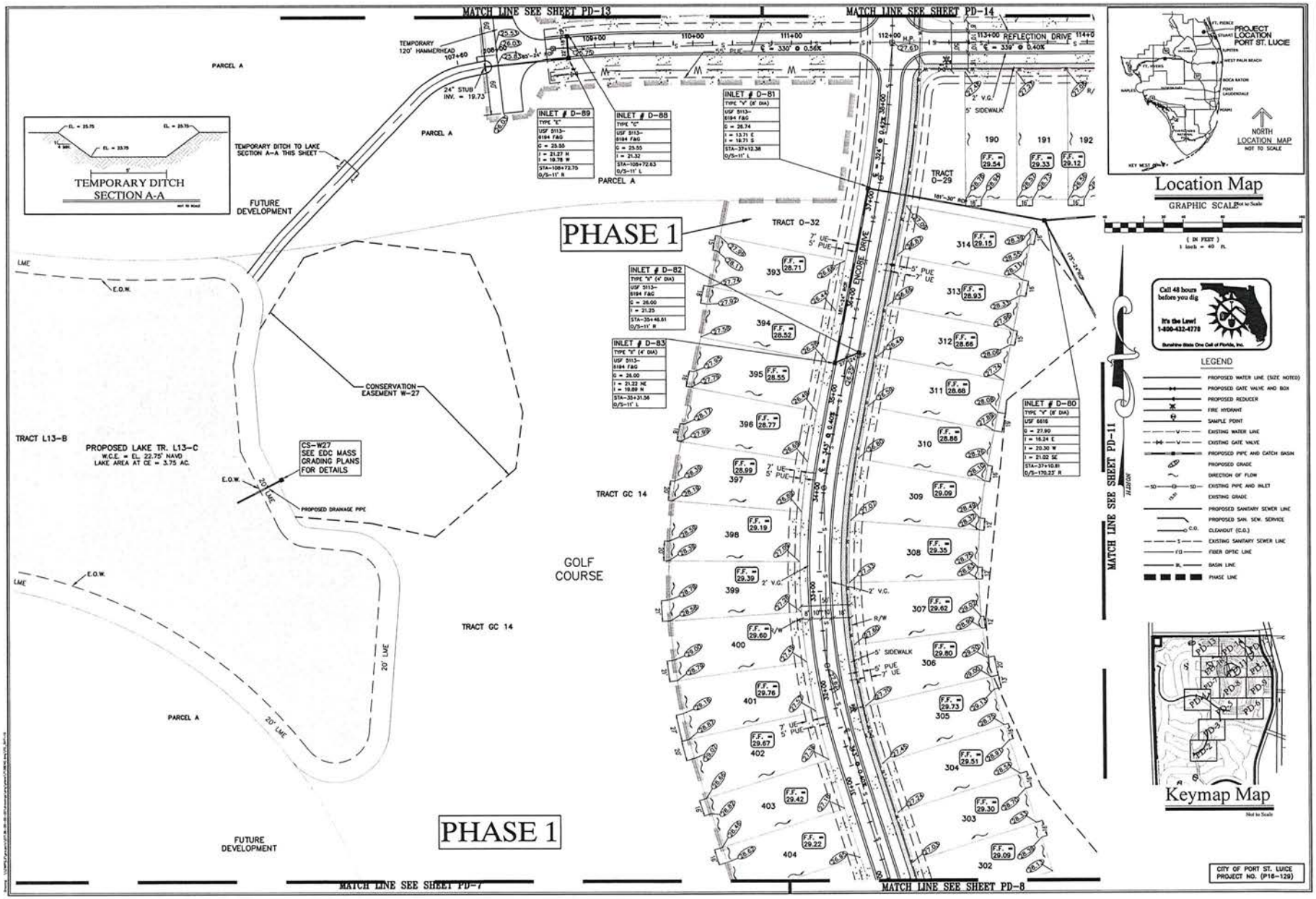
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0003591
DATE

JOB # 7138
SHT.NO.
PD-9
OF SHEETS



REV PER CITY OF PSL 8/26/16 BAH
REVISIONS DATE BY
FILE NAME 7138DG-8-9

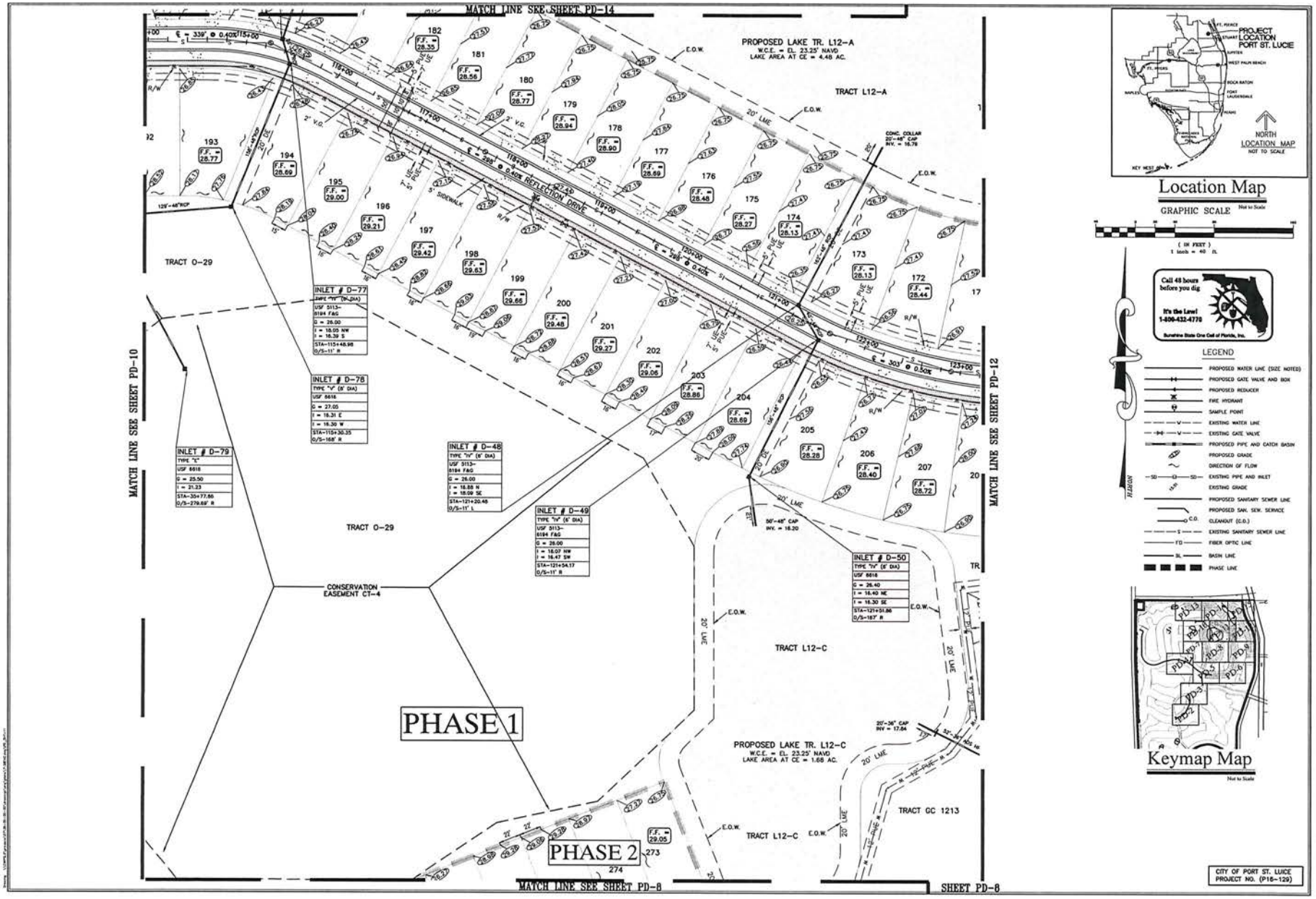
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
PD-10
OF SHEETS



REVISIONS	DATE	BY
REV PER CITY OF PSL	8/26/16	BAH

FILE NAME: 7138PD-C.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING LAND PLANNING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

PORT ST. LUCIE, FLORIDA

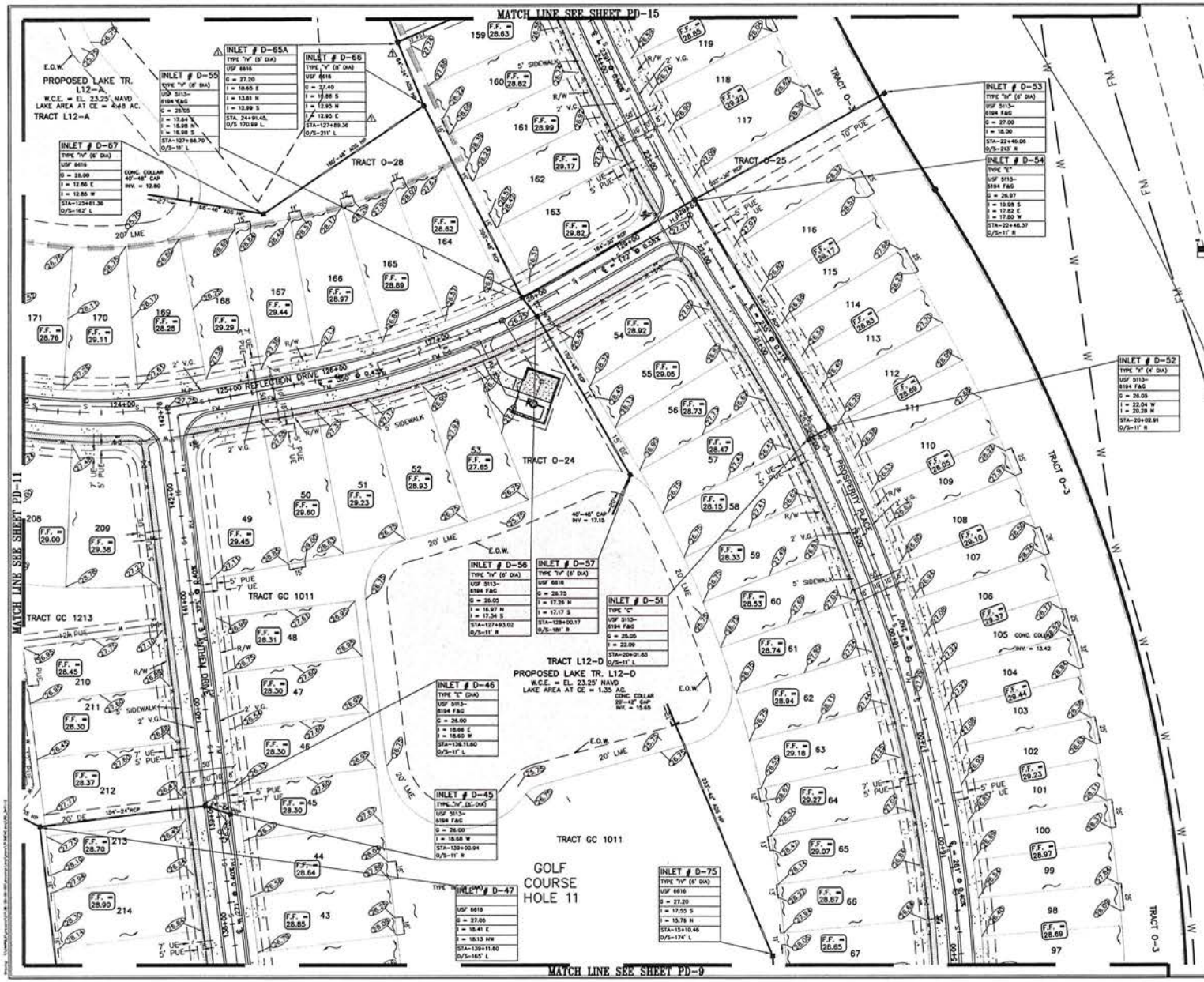
DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25474
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138

SHT.NO. PD-11

OF SHEETS



Location Map

GRAPHIC SCALE Not to Scale

(IN FEET)
1 inch = 40 ft.

Call 48 hours before you dig
It's the Law!
1-800-432-4770
Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV.	DATE	BY
1	8/26/16	BAH

REV PER CITY OF PSL
REVISIONS
FILE NAME 7138DG.dwg

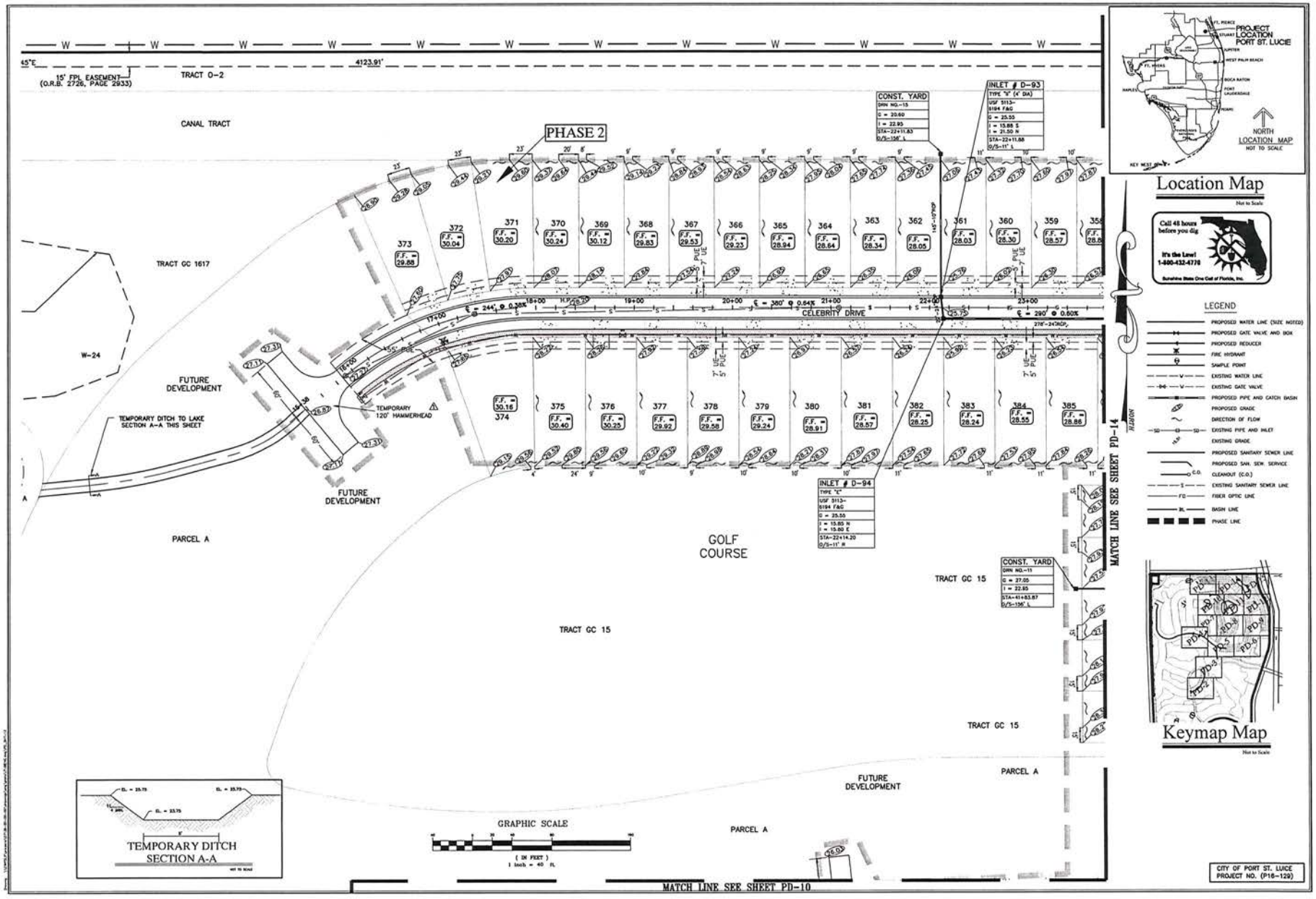
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT. NO.
PD-12
OF SHEETS



REVISIONS	DATE	BY
REV PER CITY OF PSL	8/26/16	BAH
FILE NAME: 7138CAF.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING LAND PLANNING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

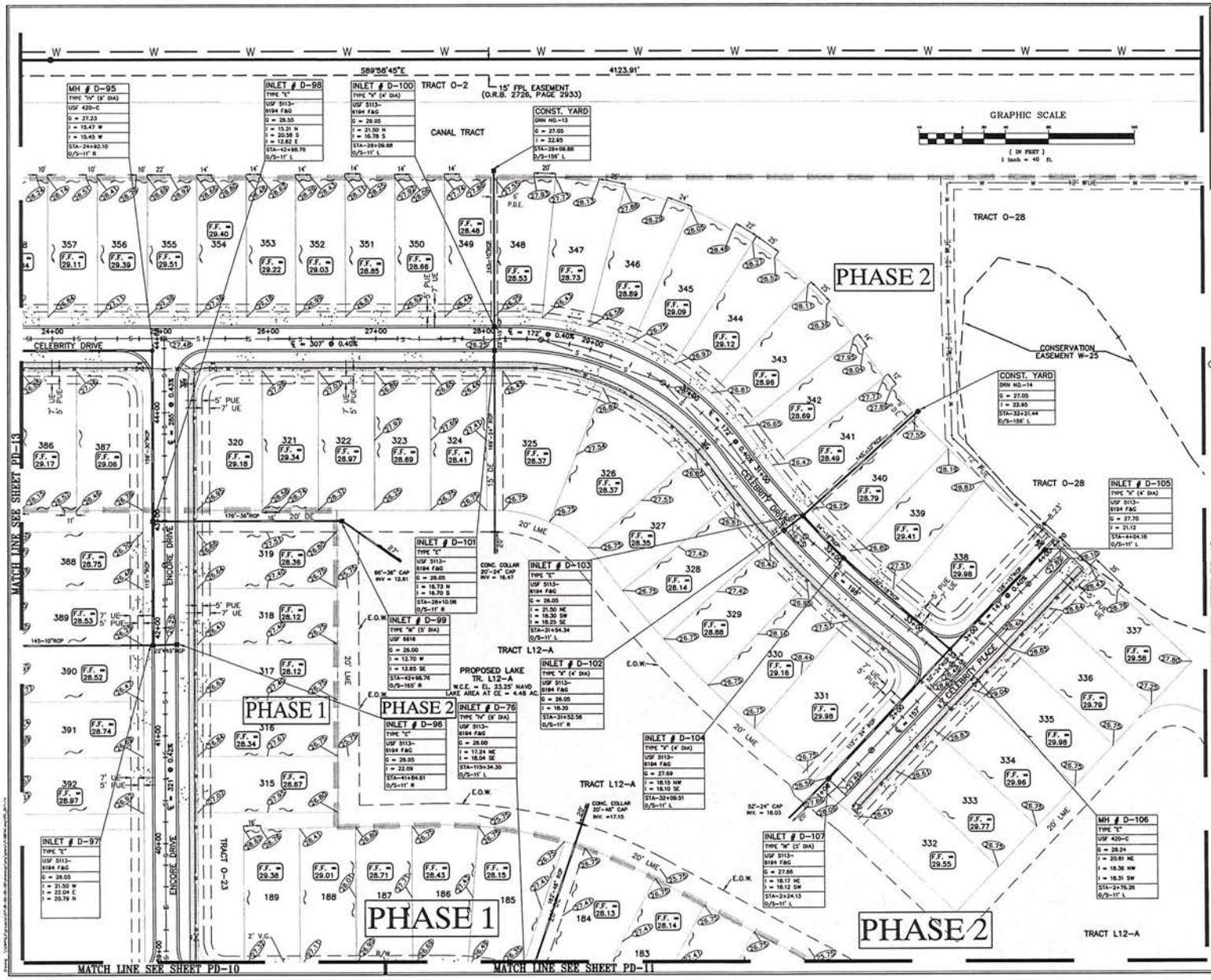
ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

PORT ST. LUCIE, FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG. NO. EB-0003391
DATE

JOB # 7138
SHT.NO. PD-13
OF SHEETS



Location Map

Not to Scale

Call 48 hours before you dig

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Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- C.O. CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS | DATE | BY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE PAVING, GRADING, & DRAINAGE PLANS

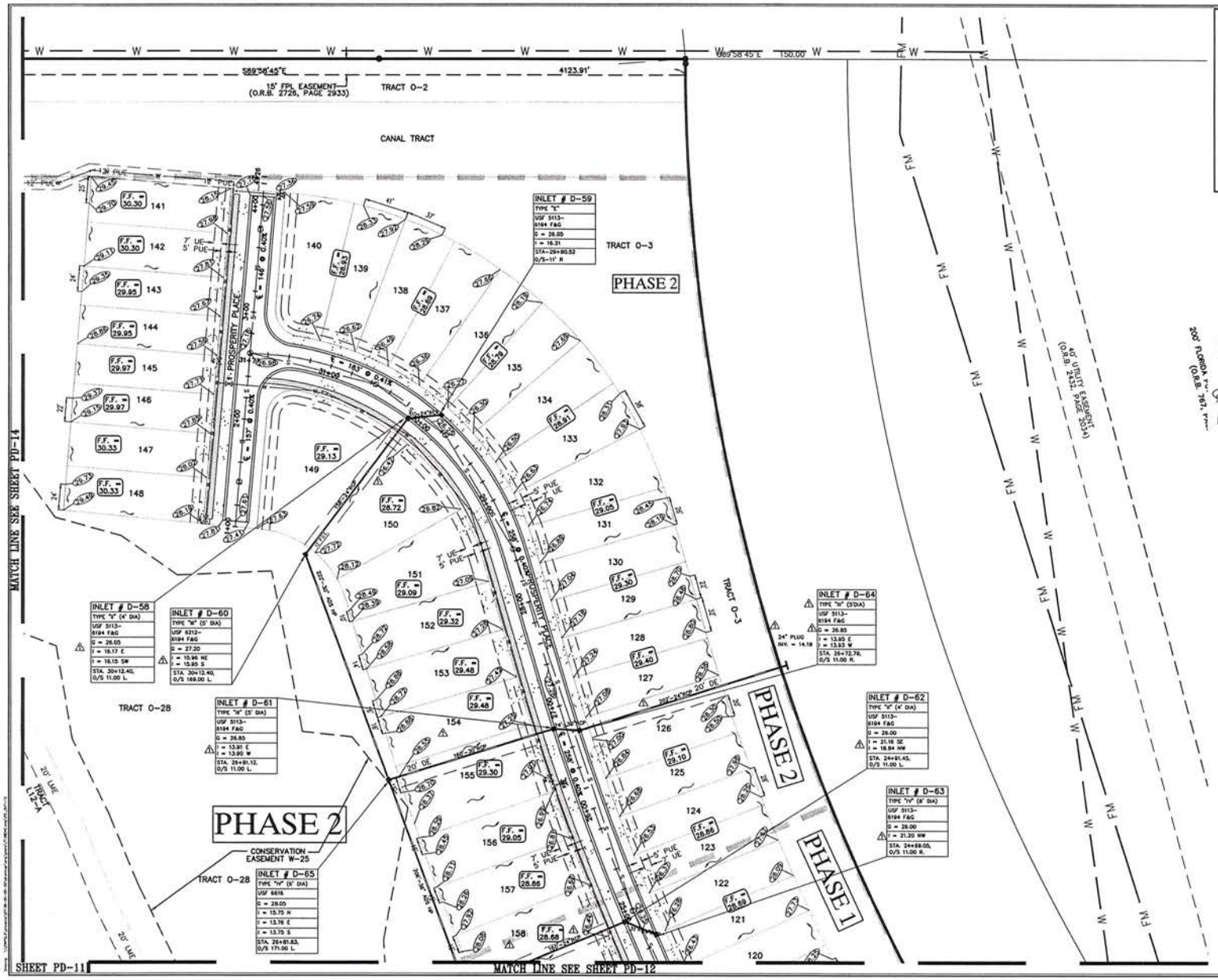
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138

SHT.NO. PD-14 OF SHEETS



Location Map

Not to Scale

Call 48 hours before you dig

It's the Law! 1-800-432-4770

Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV	REVISIONS	DATE	BY
1	REV PER CITY OF PSL	8/26/16	BAH

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

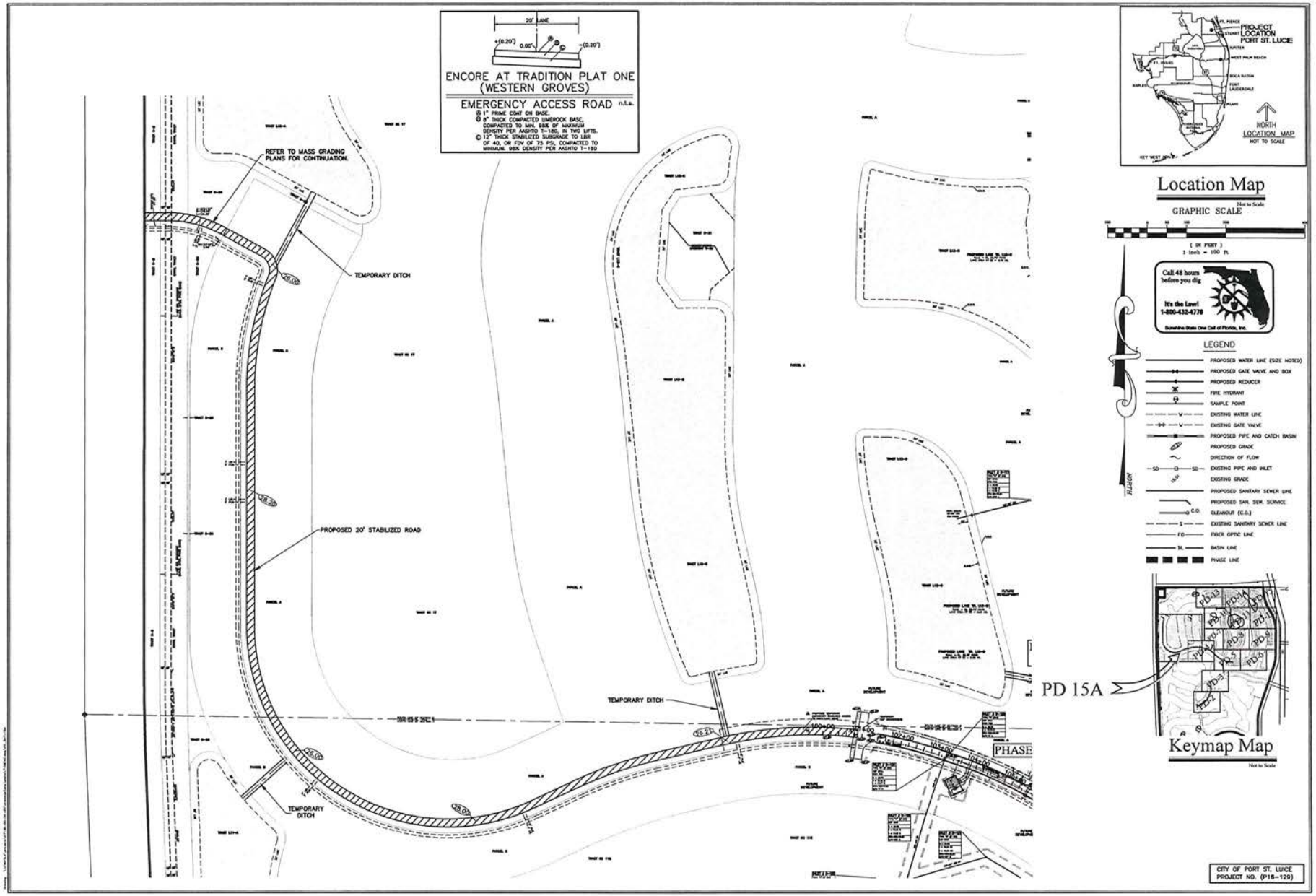
ENCORE AT TRADITION PLAT ONE
PAVING, GRADING, & DRAINAGE PLANS
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138

SHT.NO. PD-15 OF SHEETS



A	REV PER CITY OF PSL	8/26/16 BAH
	REVISIONS	DATE BY
	FILE NAME 7138ENG.dwg	

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

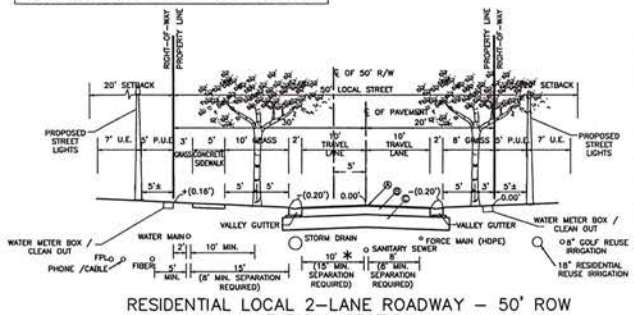
ENCORE AT TRADITION PLAT ONE
EMERGENCY ACCESS PLAN
PORT ST. LUCIE, FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 100'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
PD-15A
OF SHEETS

NOTE:
1. STREET TREES SHALL MEET FDOT SIGHT AND CLEAR ZONE REQUIREMENTS.
2. NO VALVES SHALL BE LOCATED WITHIN CURB OR GUTTER.
3. EASEMENTS SHALL BE DEDICATED TO FRANCHISE UTILITIES AS REQUIRED.



RESIDENTIAL LOCAL 2-LANE ROADWAY – 50' ROW
TYPICAL SECTION

n.t.s.

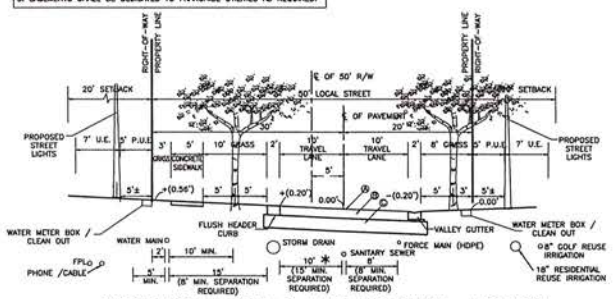
ENCORE AT TRADITION PLAT ONE
(WESTERN GROVES)

* WAIVED

REV. 5/3/16 PER CITY COMMENTS

Ⓐ 1½" ASPHALT PAVEMENT – 1" TYPE S-1 A.C.S.C WITH ¾" TYPE S-111 OVERLAY.
Ⓑ 8" THICK COMPACTED LIMEROCK BASE, COMPACTED TO MIN. 98% OF MAXIMUM DENSITY PER AASHTO T-180, IN TWO LIFTS.
Ⓒ 12" THICK STABILIZED SUBGRADE TO LBR OF 40, OR FDV OF 75 PSI, COMPACTED TO MINIMUM. 98% DENSITY PER AASHTO T-180

NOTE:
1. STREET TREES SHALL MEET FDOT SIGHT AND CLEAR ZONE REQUIREMENTS.
2. NO VALVES SHALL BE LOCATED WITHIN CURB OR GUTTER.
3. EASEMENTS SHALL BE DEDICATED TO FRANCHISE UTILITIES AS REQUIRED.



RESIDENTIAL LOCAL 2-LANE ROADWAY – 50' ROW
TYPICAL TRAVERSE SECTION

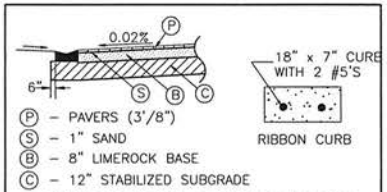
n.t.s.

ENCORE AT TRADITION PLAT ONE
(WESTERN GROVES)

* WAIVED

REV. 5/3/16 PER CITY COMMENTS

Ⓐ 1½" ASPHALT PAVEMENT – 1" TYPE S-1 A.C.S.C WITH ¾" TYPE S-111 OVERLAY.
Ⓑ 8" THICK COMPACTED LIMEROCK BASE, COMPACTED TO MIN. 98% OF MAXIMUM DENSITY PER AASHTO T-180, IN TWO LIFTS.
Ⓒ 12" THICK STABILIZED SUBGRADE TO LBR OF 40, OR FDV OF 75 PSI, COMPACTED TO MINIMUM. 98% DENSITY PER AASHTO T-180



Ⓟ – PAVERS (3'/8")
Ⓢ – 1" SAND
Ⓑ – 8" LIMEROCK BASE
Ⓒ – 12" STABILIZED SUBGRADE

INTERLOCKING PAVER BLOCKS

n.t.s.

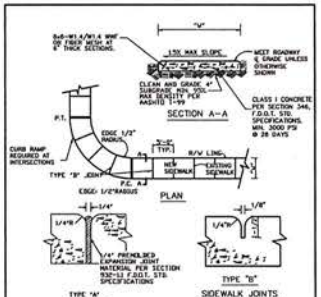
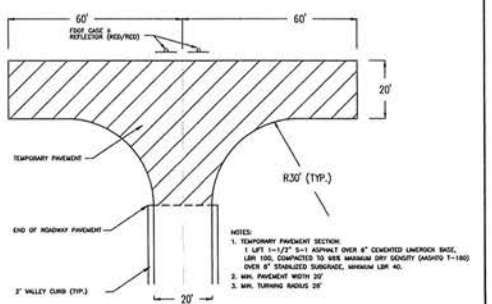


TABLE OF SIDEWALK THICKNESS – "T"	
RESIDENTIAL AREAS	4"
WITHIN 5' OF INTERSECTION AND AT DRIVEWAYS	6"
TABLE OF SIDEWALK WIDTHS – "W"	
SINGLE-FAMILY AREAS	5'
SPINE ROAD	8'
OTHER AREAS AS SPECIFIED BY THE CITY ENGINEER.	

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES JUNCTION OF EXISTING & NEW SIDEWALKS & EVERY 30'
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS SCORED DURING PLACEMENT OR SAWCUT WITHIN 24 HOURS OF PLACEMENT.
"A"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES.

SIDEWALK CONSTRUCTION

NOT TO SCALE



NOTES:
1. TEMPORARY PAVEMENT SECTION:
1 LIFT 1-1/2" S-1 ASPHALT OVER 6" CEMENTED LIMEROCK BASE, LBR 100, COMPACTED TO 98% MAXIMUM DRY DENSITY (AASHTO T-180) OVER 6" STABILIZED SUBGRADE, MINIMUM LBR 40.
2. MIN. PAVEMENT WIDTH 20'
3. MIN. TURNING RADIUS 20'

TEMPORARY 120-FOOT HAMMERHEAD
EMERGENCY VEHICLE TURNAROUND

NOT TO SCALE

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
1 REVISIONS PER CITY OF PSL REVIEW	8/24/2016	GLS

FILE NAME: 7138PAG.dwg

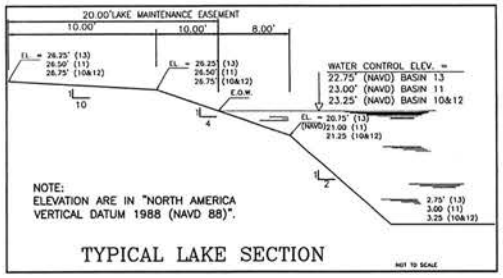
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING
DRAINAGE DETAILS
PORT ST. LUCIE, FLORIDA

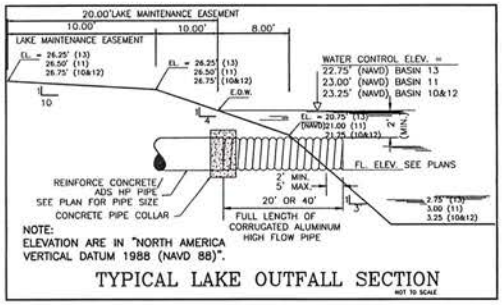
DATE	7/26/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25470
STATE OF FLORIDA
ENG NO. EB-000359
DATE

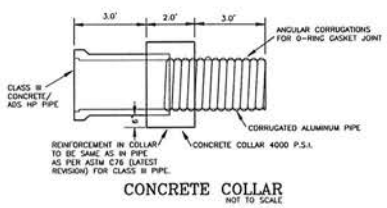
JOB # 7138
SHT.NO.
PD-16
OF SHEETS



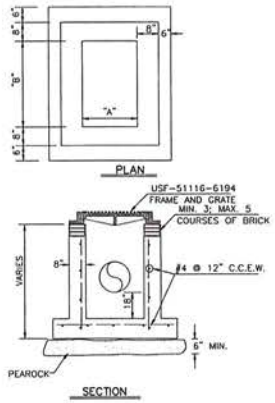
TYPICAL LAKE SECTION



TYPICAL LAKE OUTFALL SECTION



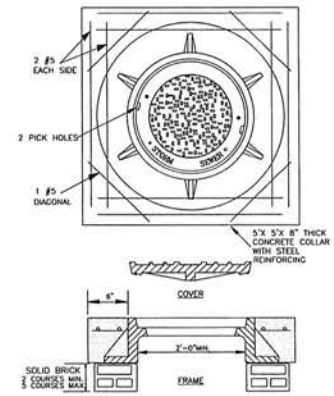
CONCRETE COLLAR
NOT TO SCALE



CATCH BASIN TYPE	"C"	"E"
DIM "A"	2'-0"	3'-0"
DIM "B"	3'-1"	4'-6"

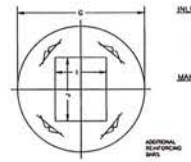
PRECAST CATCH BASIN
TYPE "C" & "E"
n.t.s.

NOTES:
1. PROVIDE 8" TOP SLAB AND USF 5113-6194 FOR TYPE "E" IN PAVED AREA.
2. PROVIDE USF 6616 FOR TYPE "E" IN GREEN AREA.



NOTES:
1. COLLAR IS REQUIRED ONLY WHEN MANHOLE IS OUT OF PAVEMENT.
2. FRAME AND COVER SHALL BE U.S. FOUNDRY 420 A (OR EQUAL).

STORM SEWER MANHOLE
FRAME AND COVER
n.t.s.

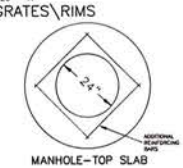


INLET/C.B.-TOP SLAB

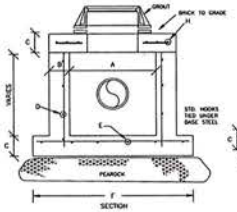
INLET OR CATCH BASIN (C.B.)
1. USF 4155-6210 (SOD/PAVEMENT)
2. USF 5113-6194 (VALLEY GUTTER) ("V-G")
3. USF 5106-6194 TYPE "B" AND LARGER (VALLEY GUTTER) ("V-G")
4. USF 5130-6168 (CURB INLET) ("C-G")

MANHOLE
1. USF 420 - A

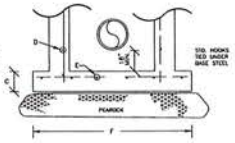
GRATES\RIMS



MANHOLE-TOP SLAB

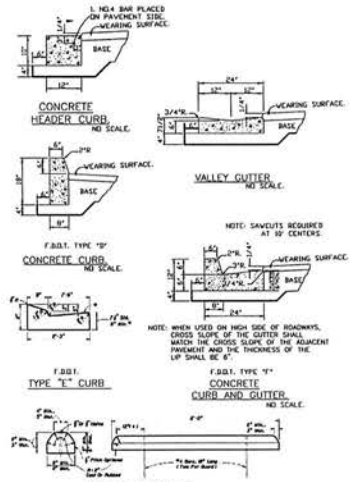


PRECAST INLET TYPE II-IV



PRECAST CATCH BASIN TYPE II-IV

PIPE DIA.	TYPE	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	"I"	"J"
15"-24"	II	4'-0" ⊕	8"	8"	#4 @ 12" C.C.E.W.	#4 @ 12" C.C.E.W.	6'-4"⊕	5'-4"⊕	#4 @ 6" C.C.E.W.	22"	22"
30"-36"	III	5'-0" ⊕	8"	8"	#5 @ 12" C.C.E.W.	#5 @ 12" C.C.E.W.	7'-4"⊕	6'-4"⊕	#5 @ 6" C.C.E.W.	22"	46"
42"-48"	IV	6'-0" ⊕	8"	10"	#5 @ 12" C.C.E.W.	#5 @ 6" C.C.E.W.	8'-4"⊕	7'-4"⊕	#5 @ 6" C.C.E.W.	22"	46"
54"	V	8'-0" ⊕	10"	10"	2-WWM W/4 12" C.C. VERT.	#5 @ 6" C.C.E.W.	10'-8"⊕	9'-8"⊕	#5 @ 6" C.C.E.W.	22"	46"



NOTES- 1. ROADWAY SUBGRADE SHALL IN ALL CASES EXTEND BELOW CURBING.
2. SAWCUTS AT 10' CENTERS SHALL BE MADE WITHIN 24 HOURS OF CONCRETE PLACEMENT.

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

1	REVISIONS PER CITY OF PSL REVIEW	8/26/2016	DLE
	REVISIONS	DATE	BY
	FILE NAME: P:\P16-129.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING • LAND PLANNING
LANDSCAPE ARCHITECTURE • SURVEYING
7900 GLADES ROAD • SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING DRAINAGE DETAILS
PORT ST. LUCIE, FLORIDA

DATE	7/26/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT NO. PD-17
OF SHEETS

GENERAL NOTES

PAVING, GRADING & DRAINAGE

1. ALL DIMENSIONS SHOWN ON THESE DRAWINGS ARE SCALED DISTANCES. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY PRIOR TO PERFORMING THE WORK. ALL QUANTITIES SHALL BE PAID ON THE BASIS OF FIELD MEASUREMENTS OF COMPLETED WORK.
2. REINFORCED CONCRETE PIPE (R.C.P.) SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS SPECIFICATIONS SEC. 449. CORRUGATED ALUMINUM PIPE (C.A.P.) SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS SPECIFICATIONS SEC. 945. HIGH DENSITY POLYETHYLENE (HDPE) PIPE (ADS HP) SHALL BE ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS SEC. 430-9 AND 948-2
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE SUCH EXAMINATION OF THE SITE OF THE WORK, AND OF ANY MATERIAL SOURCES INDICATED IN THE PLANS, AS MAY BE NECESSARY TO INFORM HIMSELF OF THE CONDITIONS UNDER WHICH WORK IS TO BE PERFORMED.
4. PROPOSED GRADES SHOWN IN PAVED AREAS REFER TO FINISH PAVEMENT GRADES.
5. PAVEMENT MARKING AND GEOMETRICS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND CITY OF PORT ST. LUCIE ENGINEERING STANDARDS.
6. ALL LOTS, ROADWAYS AND BORROW AREAS SHALL BE STRIPPED OF ALL DELETERIOUS (UNSUITABLE) MATERIALS AND MATERIALS SHALL BE DISPOSED WITHIN THE SITE.
7. ALL GRADING OF STREETS, INCLUDING THE REMOVAL OF ALL MATERIALS AND THE FINISHING OF ALL SHOULDERS, SUBGRADE PREPARATION, SWALES AND BACKSLOPES, IN ACCORDANCE WITH THE TYPICAL SECTIONS SHOWN HEREON SHALL BE INCLUDED IN THE BID PRICE FOR PAVING.
8. ANY EXISTING ROADWAY AND/OR UTILITY THAT IS DAMAGED BY THE CONTRACTOR SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER, AND UTILITY.
9. THE FULL DEPTH OF ALL EXISTING ORGANIC AND DELETERIOUS MATERIALS WITHIN THE RIGHT -OF- WAY AND UTILITIES AND DRAINAGE EASEMENT SHALL BE COMPLETE REMOVED. NO MATERIALS OF F.D.O.T. CLASS A-5, A-7, OR A-8 SHALL BE ALLOWED.
10. ANY MUCK POCKETS OR GUMBO ENCOUNTERED SHALL BE REMOVED WITHIN THE ROADWAY TO 1.0' BELOW SUBGRADE AND TO OUTSIDE EDGE OF BOTH SHOULDERS.
11. ALL PAVING AND DRAINAGE WORK TO BE CONSTRUCTED IN FULL ACCORDANCE WITH CITY OF PORT ST. LUCIE ENGINEERING STANDARDS.
12. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT WILL BE BENEATH THE PAVEMENT CURRENTLY TO BE CONSTRUCTED SHALL BE INSTALLED PRIOR TO THE COMPACTION OF SUBGRADE.
13. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND CITY ON ALL PIPE, PIPE BANDS, DRAINAGE STRUCTURES, GRATES, FRAMES AND COVERS.
14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF EXISTING UTILITIES WHETHER SHOWN OR NOT SHOWN ON THESE DRAWINGS AND SHALL VERIFY ALL ELEVATIONS BEFORE STARTING CONSTRUCTION. ALL EXISTING UTILITIES DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO EXISTING OR BETTER CONDITIONS BY CONTRACTOR AT NO EXPENSE TO OWNER.
15. WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, SAID EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE PURGED OF ALL SILT AND DEBRIS PRIOR TO SAID CONNECTION, AND WHERE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEARED AND REWORKED, AS NECESSARY, TO RESTORE THEM TO THEIR APPROVED DESIGN SECTION.
16. ALL PIPE JOINTS ARE TO BE INSPECTED BY A REPRESENTATIVE OF THE ENGINEER PRIOR TO BACKFILLING. ALL INSPECTIONS SHOULD BE ARRANGED NO LESS THAN 48 HOURS IN ADVANCE.
17. ALL CATCH BASIN GRATES MUST HAVE LOCKING CHAINS IN ACCORDANCE WITH FDOT INDEX 201.

CLEARING AND GRUBBING:

18. WORK SHALL CONSIST OF THE COMPLETE REMOVAL AND DISPOSAL OF ALL BUILDINGS, TIMBER, BRUSH, STUMPS, ROOTS, RUBBISH, AND DEBRIS AND ALL OTHER OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE EXISTING GROUND AND THE SURFACE OF EXCAVATED AREAS, AND OF ALL OTHER STRUCTURES AND OBSTRUCTIONS NECESSARY TO BE REMOVED, INCLUDING SEPTIC TANKS, BUILDING FOUNDATIONS, AND PIPES.
19. ROOTS AND OTHER DEBRIS SHALL BE REMOVED TO A DEPTH OF AT LEAST ONE FOOT BELOW THE GROUND SURFACE. ALL STUMPS WITHIN THE CONSTRUCTION AREA SHALL BE COMPLETELY REMOVED AND DISPOSED OF BY THE CONTRACTOR.
20. EXISTING TREES TO REMAIN WHERE SO DIRECTED BY THE ENGINEER, SHALL BE TRIMMED, PROTECTED AND LEFT STANDING.
21. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS BUILDINGS, SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, POSTS, BRIDGES, ETC. ARE TO BE CAREFULLY PROTECTED FROM INJURY AND ARE NOT TO BE DISPLACED.
22. CLEARING AND GRUBBING MATERIALS SHALL BE DISPOSED OF BY THE CONTRACTOR IN LOCATIONS AND BY METHODS APPROVED BY THE ENGINEER.

SUBGRADE:

23. UTILIZATION OF MATERIAL IN SUBGRADE CONSTRUCTION SHALL BE IN ACCORDANCE WITH PLAN DETAILS OR AS DIRECTED BY THE ENGINEER.
24. A PROCTOR TEST SHALL BE PERFORMED ON THE PROPOSED SUBGRADE MATERIAL TO DETERMINE THE OPTIMUM MOISTURE CONTENT AND MAXIMUM DENSITY OF THE MATERIAL. IN-PLACE DENSITY TESTS OF THE FINISH SUBGRADE SHALL BE PERFORMED AT A FREQUENCY OF AT LEAST ONE TEST FOR EVERY 7,000 SQ.FT. OF PORPOSED PAVEMENT AREA TO DETERMINE COMPLIANCE WITH THE DESIGN SPECIFICATIONS OF 100% OF MAX. DENSITY PER AASHTO T-99 TESTING METHODS.
25. STABILIZED SUBGRADE SHALL HAVE A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40. THE COMPACTED SUBGRADE SHALL CONFORM TO THE LINES, GRADES, AND CROSS-SECTIONS SHOWN ON THE PLANS. ALL ROOTS, STUMPS, OR OBJECTIONABLE MATERIAL PRESENT ON, UNDER, OR PROTRUDING THROUGH THE SURFACE SHALL BE COMPLETELY REMOVED FROM THE SUBGRADE. THE FINISHED SURFACE OF THE SUBGRADE SHALL BE STRING-LINED PRIOR TO PLACEMENT OF ROCK BASE TO VERIFY THAT THE SUBGRADE HAS BEEN CONSTRUCTED TO THE PROPER LINES, CROSS-SECTIONS, AND ELEVATIONS WITHIN AN ALLOWABLE TOLERANCE OF 1/2" OF THE PROPOSED FINISH SUBGRADE ELEVATIONS.

BASE:

26. LIMEROCK COMPOSITION - THE FOLLOWING TESTS ARE REQUIRED ON THE LIMEROCK MATERIAL:
    A. CHEMICAL COMPOSITION TEST TO DETERMINE THAT MATERIAL HAS A MINIMUM PERCENT CARBONATES OF 60%.
    B. LIMEROCK BEARING RATIO TEST TO DETERMINE THAT MATERIAL CAN ACHIEVE AN LBR OF 100.
    C. SIEVE ANALYSIS TO INSURE THAT AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 3-1/2" SIEVE AND MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST. THE FINE MATERIAL SHALL CONSIST ENTIRELY OF DUST OF FRACTURE. ALL CRUSHING OR BREAKING-UP WHICH MIGHT BE NECESSARY IN ORDER TO MEET SUCH SIZE REQUIREMENTS SHALL BE DONE BEFORE THE MATERIAL IS PLACED ON THE ROAD.
26. A PROCTOR TEST SHALL BE PERFORMED ON THE PROPOSED LIMEROCK MATERIAL TO DETERMINE THE MAXIMUM DENSITY OF THE MATERIAL. IN-PLACE DENSITY TESTS SHALL BE TAKEN AT A FREQUENCY OF AT LEAST ONE TEST FOR EVERY 7,000 SQ.FT. OF PROPOSED PAVEMENT TO DETERMINE COMPLIANCE WITH THE DESIGN SPECIFICATIONS OF 98% OF MAX. DENSITY PER AASHTO T-180 TESTING METHODS.
27. THE COMPACTED BASE SHALL CONFORM TO THE LINES, GRADES, AND CROSS-SECTION SHOWN ON THE PLANS. THE FINISH BASE SURFACE SHALL BE STRINGLINED OR CHECKED WITH A TEMPLATE TO VERIFY CONFORMANCE WITH THE PLAN GRADES WITHIN AN ALLOWABLE TOLERANCE OF 1/4" OF THE PROPOSED BASE ELEVATIONS. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD.

ASPHALTIC CONCRETE SURFACE COURSE:

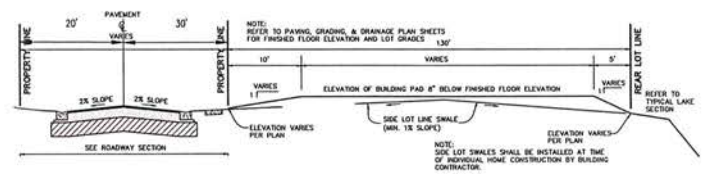
28. TACK COAT
    A. PRIOR TO INSTALLATION OF THE OVERLAY, THE SURFACE OF THE EXISTING ASPHALT SHALL BE BROOMED TO REMOVE ALL LOOSE MATERIAL WHICH MIGHT INTERFERE WITH THE ADHESION OF THE EXISTING ASPHALT AND OVERLAY.
    B. A TACK COAT SHALL BE APPLIED TO THE TOP OF THE CLEAN ASPHALT SURFACE AT A RATE OF 0.10 GALLONS/SQ.FT. IN THE PRESENCE OF THE ENGINEER'S REPRESENTATIVE.
29. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD. PRIME AND TACK COAT FOR BASE SHALL CONFORM TO THE REQUIREMENTS AND SPECIFICATIONS OF SECTION 300-1 THROUGH 300-8 OF F.D.O.T. STANDARDS SPECIFICATIONS.
30. ASPHALTIC CONCRETE SHALL CONFORM TO FLORIDA D.O.T. REQUIREMENTS OF TYPE S-1 AND S-3. CERTIFICATIONS OF THE ASPHALT MIX SHALL BE SUBMITTED BY THE ASPHALT PLANT TO THE ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.
31. THE TEMPERATURE OF THE ASPHALT SHALL BE AT LEAST 230 DEGREES F. DURING THE LAYING OPERATION.
32. THE THICKNESS OF THE FINISHED SURFACE COURSE SHALL BE CHECKED AT VARIOUS INTERVALS TO INSURE THE CONSTRUCTED SURFACE COURSE IS WITHIN 1/8" OF THE DESIGN THICKNESS (NO NEGATIVE TOLERANCE WILL BE ACCEPTABLE).
33. THE FINISHED SURFACE OF THE ASPHALT SHALL BE CHECKED WITH A STRAIGHT EDGE TO INSURE THAT THE LINE, GRADE, AND CROSS-SECTION OF THE FINISHED PAVEMENT SECTION IS IN CONFORMANCE WITH THE DESIGN PLANS. THE FINISHED SURFACE SHALL BE OF UNIFORM TEXTURE AND COMPACTION. THE SURFACE SHALL HAVE NO PULLED, TORN, OR LOOSENED PORTIONS AND SHALL BE FREE OF SEGREGATION, SAND, STREAKS, SAND SPOTS, OR RIPPLES. ALL AREAS OF THE SURFACE WHICH DOES NOT MEET THE FOREGOING REQUIREMENTS SHALL BE CORRECTED TO THE ENGINEER'S SATISFACTION.
34. ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAWCUT EDGE PRIOR TO RELAYING ASPHALT. UNDER PAVEMENT UTILITY PIPING OR WIRING LESS THAN FOUR (4) INCHES IN DIAMETER REQUIRES A SCHEDULE 40 PVC CASING PIPE WITH SAND BACKFILLS.
35. ALL PERMANENT CONTROL POINTS AND/OR REFERENCE MARKERS SHOWN ON PLAT SHALL BE RAISED TO FINAL GRADE IF LOCATED IN PAVEMENT OR CONCRETE. THESE POINTS AND REFERENCE MARKERS SHALL BE LOCATED AND NOTED ON THE PLAT.

NOTIFICATION, TESTING

36. NOTIFICATION - THE CONTRACTOR SHALL NOTIFY THE ENGINEER, THE COUNTY AND UTILITIES 48 HOURS PRIOR TO SCHEDULING FIELD OBSERVATIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO TEST THE COMPLETED WORK. CALL U.N.C.L.E. PRIOR TO ANY EXCAVATION.
37. ALL DRAINAGE SYSTEMS SHALL BE PUMPED DOWN TO BELOW 1/3 OF THE DIAMETER OF THE PIPE (FROM THE INVERT) AND LAMPED AS A REQUIREMENT OF THE FINAL DRAINAGE INSPECTION.
38. GRATE AND RIM ELEVATION ARE BASED ON PROPOSED FINISHED GRADE. ADJUSTMENTS MAY BE NECESSARY DUE TO FIELD CONDITIONS. ADJUSTMENTS ARE TO BE MADE BY THE CONTRACTOR WHEN THE BASE COURSE IS IN PLACE OR SITE GRADING IS COMPLETE. COST OF ADJUSTING RIMS AND GRATES IS TO BE INCLUDED IN BASE BID.

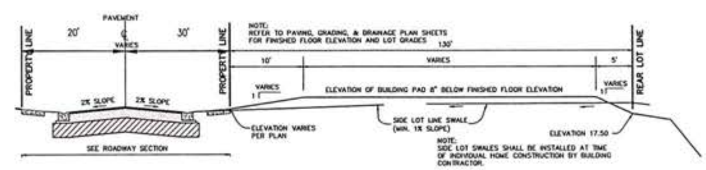
SODDING:

39. WORK CONSISTS OF THE ESTABLISHING OF A STAND OF GRASS WITHIN THE AREAS CALLED FOR BY THE FURNISHING AND PLACING OF GRASS SOD AND FERTILIZING, WATERING, AND MAINTAINING SODDED AREAS SUCH AS TO ASSURE A HEALTHY STAND OF GRASS.
40. THE AREA OVER WHICH THE SOD IS TO BE PLACED SHALL BE SCARIFIED OR LOOSENED TO SUITABLE DEPTH. THE SOD SHALL BE PLACED ON THE PREPARED SURFACE WITH EDGES IN CLOSE CONTACT AND SHALL BE FIRMLY AND SMOOTHLY EMBEDDED BY LIGHT TAMPING WITH APPROPRIATE TOOLS. ON AREAS WHERE THE SOD MAY SLIDE DUE TO HEIGHT AND SLOPE, THE ENGINEER MAY DIRECT THAT THE SOD BE PEGGED WITH PEGS DRIVEN THROUGH THE SOD BLOCKS INTO FIRM EARTH AT SUITABLE INTERVALS.



TYPICAL LAKE LOT GRADING SECTION

N.T.S.



TYPICAL GOLF COURSE/OPEN AREA LOT GRADING SECTION

N.T.S.

CITY OF PORT ST. LUCIE PROJECT NO. (P16-129)

REVISIONS	DATE	BY
1 REVISIONS PER CITY OF PSL REVIEW	8/26/2016	CLG

FILE NAME: 7138ENC.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
PAVING, GRADING
DRAINAGE DETAILS
PORT ST. LUCIE, FLORIDA

DATE 7/26/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO. PD-18
OF SHEETS

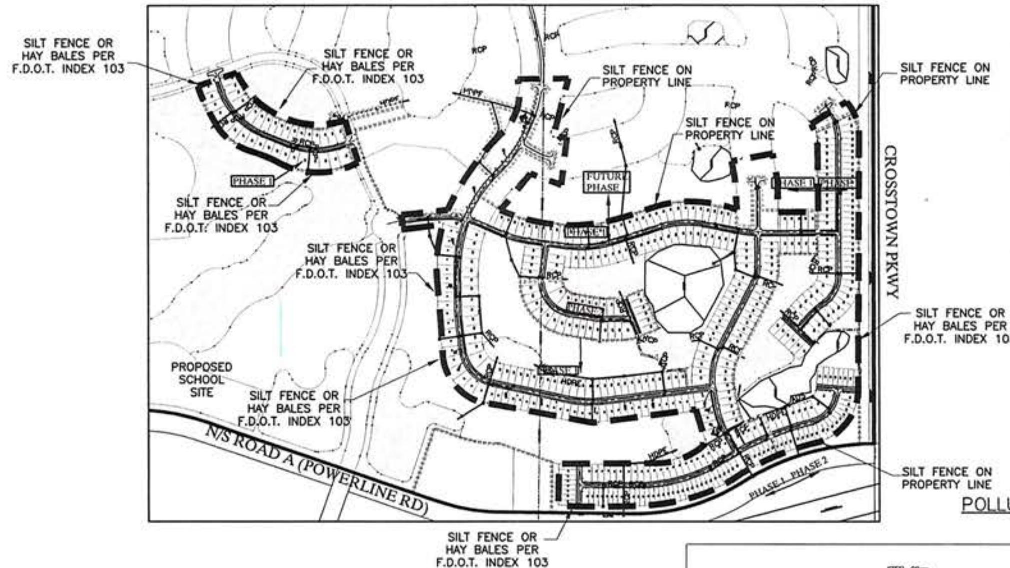
GENERAL NOTES

DEFINITIONS

1. CITY – CITY OF PORT ST. LUCIE, FLORIDA
2. CONTRACTOR – UTILITY CONTRACTOR AND ALL UTILITY SUBCONTRACTORS
3. ENGINEER – ENGINEER RESPONSIBLE FOR INSPECTION AND CERTIFICATION

PROCEDURE

1. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF ANY WATER AND SEWER CONSTRUCTION. THE MEETING SHALL BE ATTENDED BY THE CITY, CONTRACTOR, SUBCONTRACTORS, ENGINEER AND OTHER INTERESTED PARTIES.
2. ANY REVISIONS TO THE APPROVED PLANS MUST BE APPROVED BY THE CITY PRIOR TO THE PRE-CONSTRUCTION MEETING.
3. A MINIMUM OF THREE (3) COPIES OF THE CURRENT APPROVED PRODUCT LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING THE PRE-CONSTRUCTION MEETING. ALL PIPE MANUFACTURERS SHALL SUBMIT THREE (3) COPIES OF AN AFFIDAVIT THAT THE PIPE AND COATINGS WERE MANUFACTURED IN ACCORDANCE WITH AWWA C151/A21.51-91.
4. ALL APPLICABLE PERMITS MUST BE OBTAINED WITH COPIES PROVIDED TO THE CITY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
5. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION DOCUMENTS ON SITE AT ALL TIMES.
6. ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED BY THE CITY PRIOR TO CONSTRUCTION. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.
7. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE CITY AND NOTIFY THE RESPECTIVE UTILITY OWNER TO RESOLVE THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.
10. THE CONTRACTOR SHALL SCHEDULE INSPECTIONS AND TESTS WITH THE CITY A MINIMUM OF 24 HOURS IN ADVANCE.
11. CONTRACTOR SHALL NOT DISTURB EXISTING CITY MAINS OR STRUCTURES WITHOUT THE PRESENCE OF A CITY INSPECTOR. CITY UTILITY SYSTEM VALVES AND APPURTENANCES MAY ONLY BE OPERATED BY CITY PERSONNEL.
12. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE CITY.
13. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.
14. PAVING, DRAINAGE AND TRAFFIC CONSTRUCTION SHALL CONFORM TO FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND DESIGN STANDARDS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND PORT ST. LUCIE STANDARDS (LATEST REVISION) UNLESS SHOWN OTHERWISE.
15. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE CITY.
16. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553-851 FOR PROTECTION OF UNDERGROUND GAS PIPE LINES.
17. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.
18. GRADES SHOWN ON PLANS ARE FINISHED GRADES. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST EXISTING SANITARY SEWER MANHOLE TOPS AND VALVE BOX COVERS TO FINISHED GRADE.
19. CONTRACTOR SHALL MAINTAIN LOCAL TRAFFIC AT ALL TIMES DURING CONSTRUCTION AND SHALL BE REQUIRED TO PROVIDE ALL BARRICADES, LIGHTING, SIGNAGE AND FLAGMEN AS NECESSARY TO PROVIDE FOR THE SAFETY OF THE PUBLIC IN THE WORK AREA. THE CONTRACTOR SHALL SUBMIT A DETAILED TRAFFIC MAINTENANCE PLAN PRIOR TO CONSTRUCTION.
20. EXISTING BASE MATERIAL THAT IS REMOVED DURING CONSTRUCTION SHALL NOT BE USED IN THE CONSTRUCTION OF NEW LIMEROCK BASE.
21. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.
22. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
23. ALL REINFORCED CONCRETE STORM SEWER PIPE SHALL BE CLASS III, UNLESS OTHERWISE NOTED.
24. ALL PAVED SURFACES SHALL BE PROPERLY MARKED PRIOR TO HOURS OF DARKNESS. PERMANENT PAVEMENT MARKING STALLS SHALL BE LAID OUT USING MARKING CHALK. LAYOUT TO BE REVIEWED BY THE CITY PRIOR TO PLACEMENT OF FINAL MARKING.
25. EMBANKMENT (FILL) AND EXCESS MATERIAL REQUIRED FOR ROADWAY RECONSTRUCTION AND UTILITY INSTALLATIONS SHALL BE SUPPLIED AND/OR DISPOSED OF BY THE CONTRACTOR. ALL COSTS ASSOCIATED WITH EARTHWORK REQUIREMENTS TO COMPLETE THE ROADWAY RECONSTRUCTION AND UTILITY IMPROVEMENTS SHALL BE INCLUDED IN THE COSTS OF OTHER APPROPRIATE PAY ITEMS.
26. CONTINUITY OF WATER AND SEWER SERVICE TO CITY UTILITY CUSTOMERS SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THIS PROJECT. IF A BREAK IN SERVICE IS UNAVOIDABLE TO ACCOMMODATE CONNECTION OF NEW FACILITIES, IT SHALL BE SCHEDULED FOR OFF PEAK HOURS WITH THE CITY. DETERMINATION OF SERVICE BREAK REQUIREMENT WILL BE MADE BY THE CITY.
27. SITE INFORMATION BASED ON A SURVEY PREPARED BY CAULFIELD & WHEELER
28. THE EXTENT OF ROAD CONSTRUCTION WORK TO BE COMPLETED BY THE CONTRACTOR, WITHIN THE RAILROAD RIGHT-OF-WAY SHALL BE DETERMINED BY THE CITY AND COORDINATED WITH THE FLORIDA EAST COAST RAILWAY COMPANY AT THE TIME OF CONSTRUCTION.
29. RELOCATION OF UTILITY POLES AND GAS PIPE LINES SHALL BE COORDINATED BY THE CONTRACTOR WITH FLORIDA POWER AND LIGHT, AND FLORIDA PUBLIC UTILITIES, RESPECTIVELY. EACH UTILITY HAS BEEN NOTIFIED THAT THEY WILL BE REQUIRED TO RELOCATE THEIR UTILITIES.

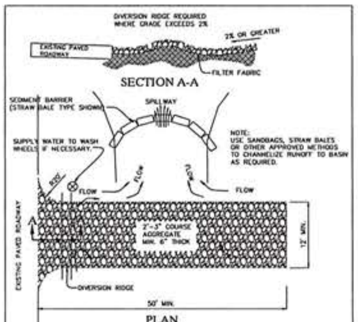


Location Map
Not to Scale

LEGEND

- BOUNDARY OF POLLUTION PREVENTION (SILT FENCE OR HAY BALES PER F.D.O.T. INDEX 103)
- TURBIDITY BARRIER
- PROPOSED PIPE AND CATCH BASIN

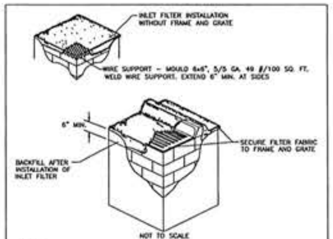
POLLUTION PREVENTION PLAN
SCALE: N.T.S.



NOTES:
1. THE ENTRANCE BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRED TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
PLATE 4.03a
SOURCE: EROSION DRAW

NOTE:
PLACEMENT OF SPOIL MATERIALS WILL BE LIMITED TO BUFFERS AND OTHER AREAS NOT BEING DEVELOPED.

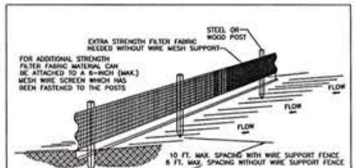


NOTES:
1. CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
2. CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.

A SEDIMENT TRAP WILL BE EXCAVATED BEHIND THE CURB AT THE INLET. THE BASIN SHALL BE AT LEAST 12 TO 14 INCHES IN DEPTH, APPROXIMATELY 36 INCHES IN WIDTH, AND APPROXIMATELY 7 TO 10 FEET IN LENGTH PARALLEL TO THE CURB.

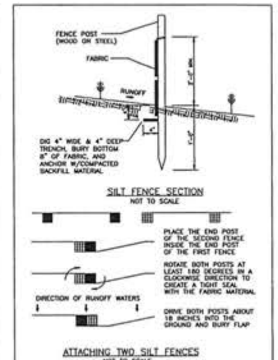
STORM WATER WILL REACH THE SEDIMENT TRAP VIA CURB CUTS ADJACENT TO EACH SIDE OF THE INLET STRUCTURE. THESE OPENINGS SHALL BE AT LEAST 12 INCHES IN LENGTH. STORM WATER MAY ALSO REACH THE BASIN VIA OVERLAND FLOW LAND AREA BEHIND THE CURB. THE CURB CUTS SHALL BE REPAIRED WHEN THE SEDIMENT TRAP IS REMOVED.

INLET FILTER DETAIL
N.T.S.

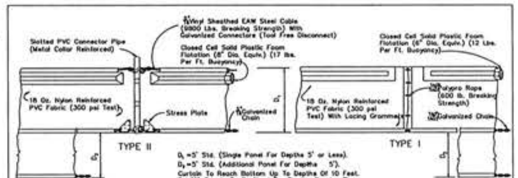


NOTES:
1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.

SILT FENCE INSTALLATION DETAIL D 9.1a
(Sheet 1 of 2) N.T.S.



SILT FENCE INSTALLATION DETAIL D 9.1b
(Sheet 2 of 2) N.T.S.



D_1 = 5' Std. (Single Panel For Depths 5' or Less).
D_2 = 5' Std. (Additional Panel For Depths 5').
Curtain To Reach Bottom Up To Depths Of 10 Feet.
Two(2) Panels To Be Used For Depths Greater Than 10 Feet Unless Special Depth Curtains Specifically Called For In The Plans Or As Determined By The Engineer.

NOTICE: COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS N.T.S.

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REV PER CITY OF PSL	8/26/16	BAH

FILE NAME: 7138ENG

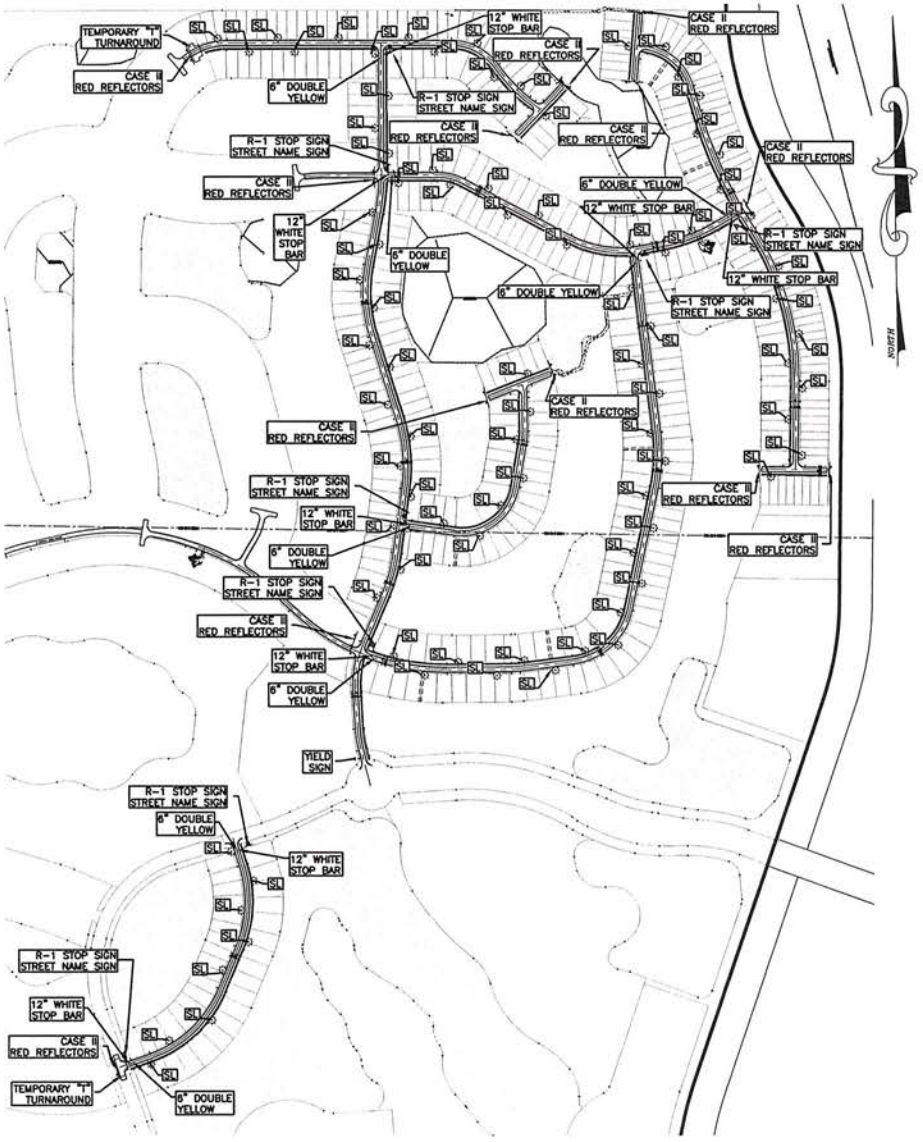
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

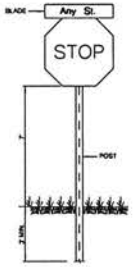
ENCORE AT TRADITION PLAT ONE
POLLUTION PREVENTION PLAN
PORT ST. LUCIE, FLORIDA

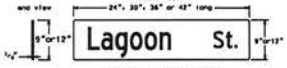
DATE	7/26/16
DRAWN BY	BAH
F.B./ PG.	----
SCALE	N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25470
STATE OF FLORIDA
ENGINEERING #3-000...
DATE:

JOB # 7138
SHT.NO.
PP-1
OF SHEETS







STREET NAME SIGN
(SNS) or (D-3)

Location Map

Not to Scale

GRAPHIC SCALE

(IN FEET)
1 inch = 250 ft.

Call 48 hours before you dig
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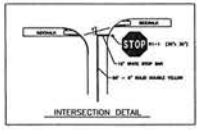
Sunshine State One Call of Florida, Inc.

LEGEND

STREET LIGHT (SL)



CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

1	REV. PER CITY OF P.S.	8/26/16 BAH
	REVISIONS	DATE BY
	FILE NAME: 7138PM2.dwg	

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7978 CORPORATE CENTER DRIVE, SUITE 100
BOCA RATON, FLORIDA 33487
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
OVERALL PAVEMENT MARKING & SIGNAGE PLAN
PORT ST. LUCIE, FLORIDA

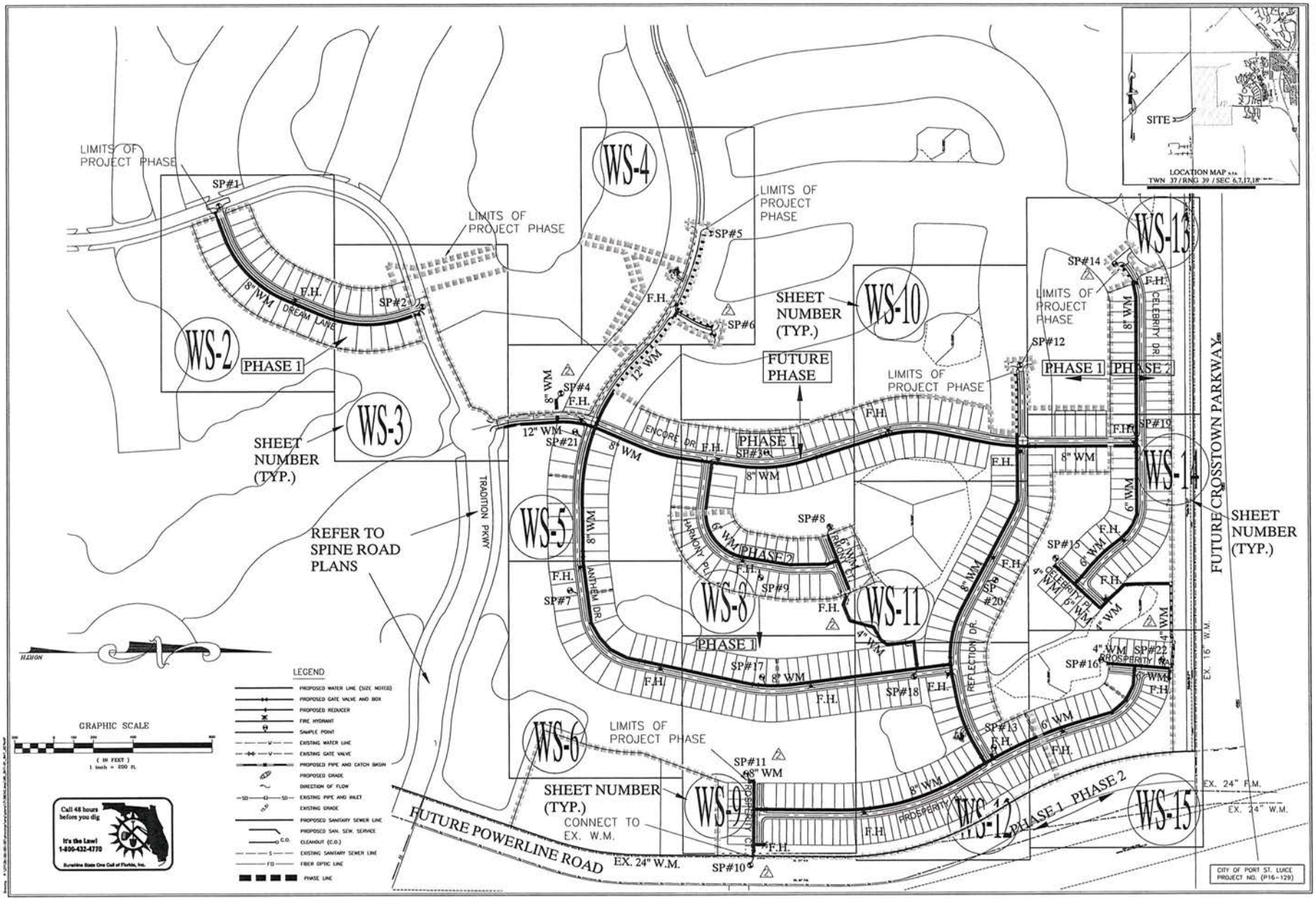
DATE	7/26/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 250'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-0000359
DATE

JOB # 7138

SHT.NO. PM-1

OF SHEETS



REVISIONS	DATE	BY
REV PER CITY OF PSL/USD	9/23/16	BAH
REV PER CITY OF PSL/USD	8/26/16	BAH

FILE NAME: 7138WC.dwg

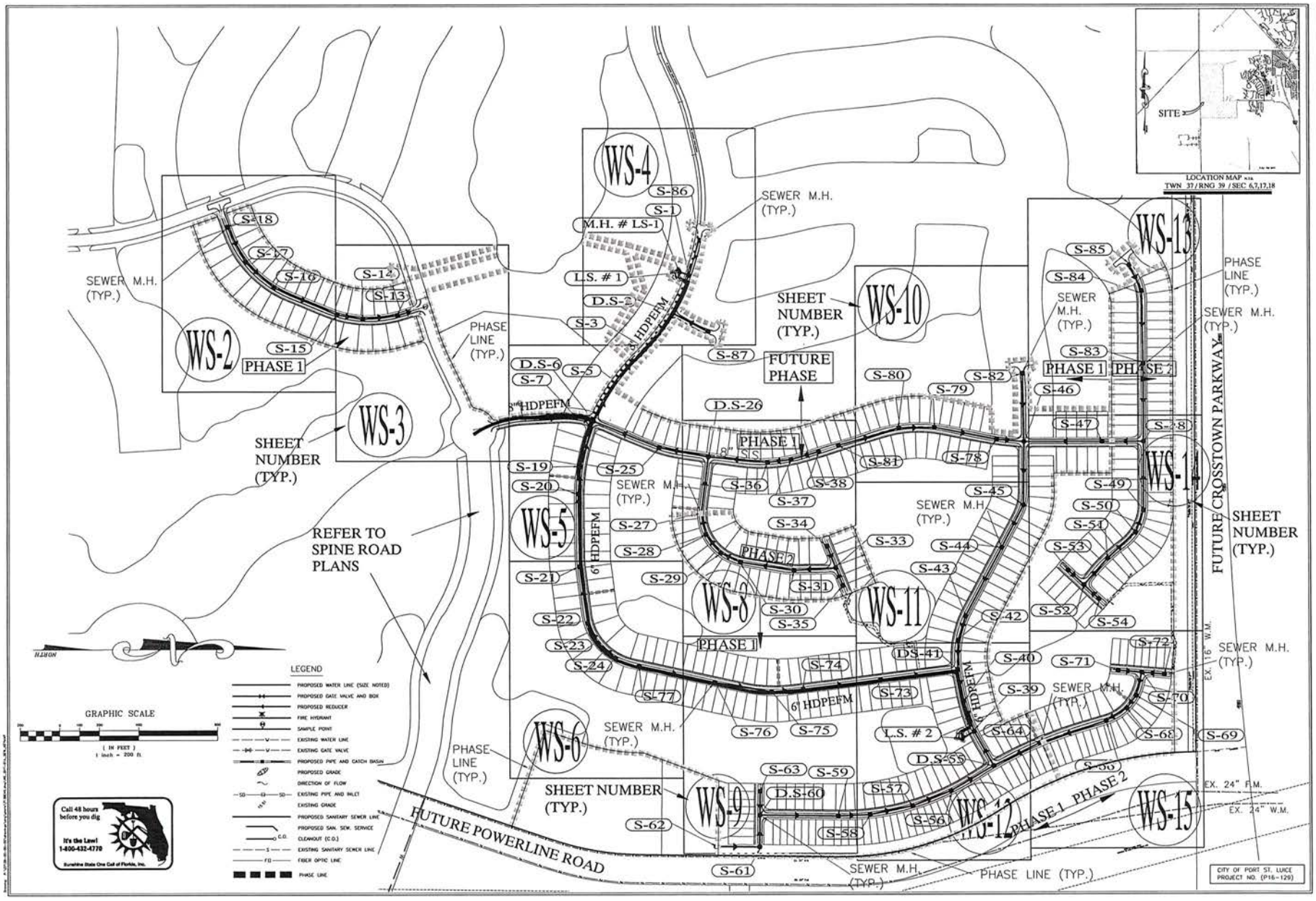
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING • LAND PLANNING
LANDSCAPE ARCHITECTURE • SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
OVERALL
WATER DISTRIBUTION PLAN / KEYMAP
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1"= 200'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-0000359
DATE

JOB # 7138
SHEET WS-1
OF SHEETS



REVISIONS	DATE	BY
REV PER CITY OF PSL/USD	9/23/16	BAH
REV PER CITY OF PSL/USD	8/26/16	BAH

FILE NAME 7138ENG.dwg

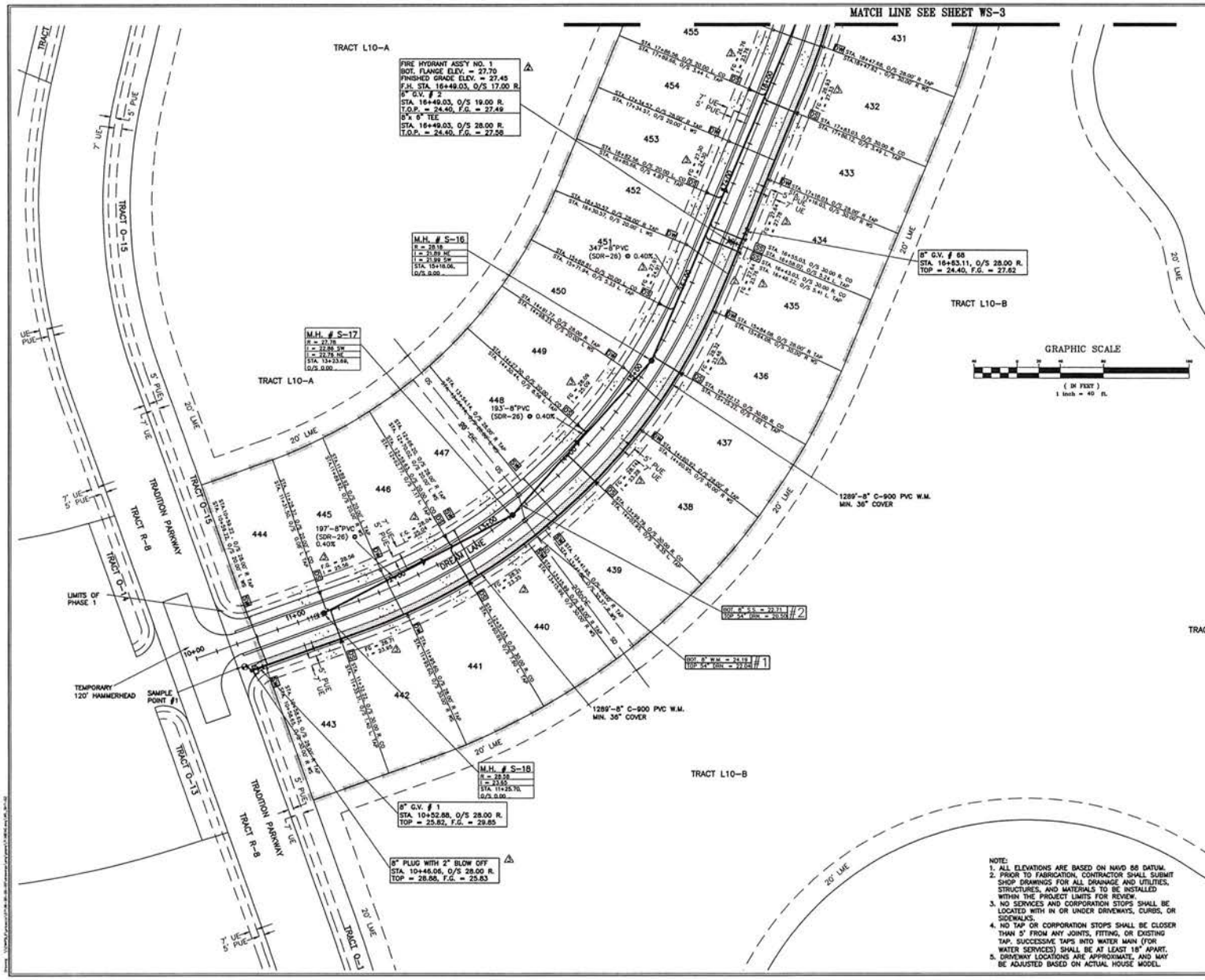
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (560-392-1991 / FAX (560-750-1452

ENCORE AT TRADITION PLAT ONE
OVERALL
SANITARY SEWER PLAN / KEYMAP
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 200'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO. WS-1A
OF SHEETS



NOTE:
1. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
2. PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES, STRUCTURES, AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.
3. NO SERVICES AND CORPORATION STOPS SHALL BE LOCATED WITH IN OR UNDER DRIVEWAYS, CURBS, OR SIDEWALKS.
4. NO TAP OR CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINTS, FITTING, OR EXISTING TAP. SUCCESSIVE TAPS INTO WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.
5. DRIVEWAY LOCATIONS ARE APPROXIMATE, AND MAY BE ADJUSTED BASED ON ACTUAL HOUSE MODEL.

Keymap Map

Not to Scale

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REV PER CITY OF PSL/USD	9/23/16	BAH
REV PER CITY OF PSL/USD	8/26/16	BAH

FILE NAME 7138DWG.dwg

CAULFIELD & WHEELER, INC.
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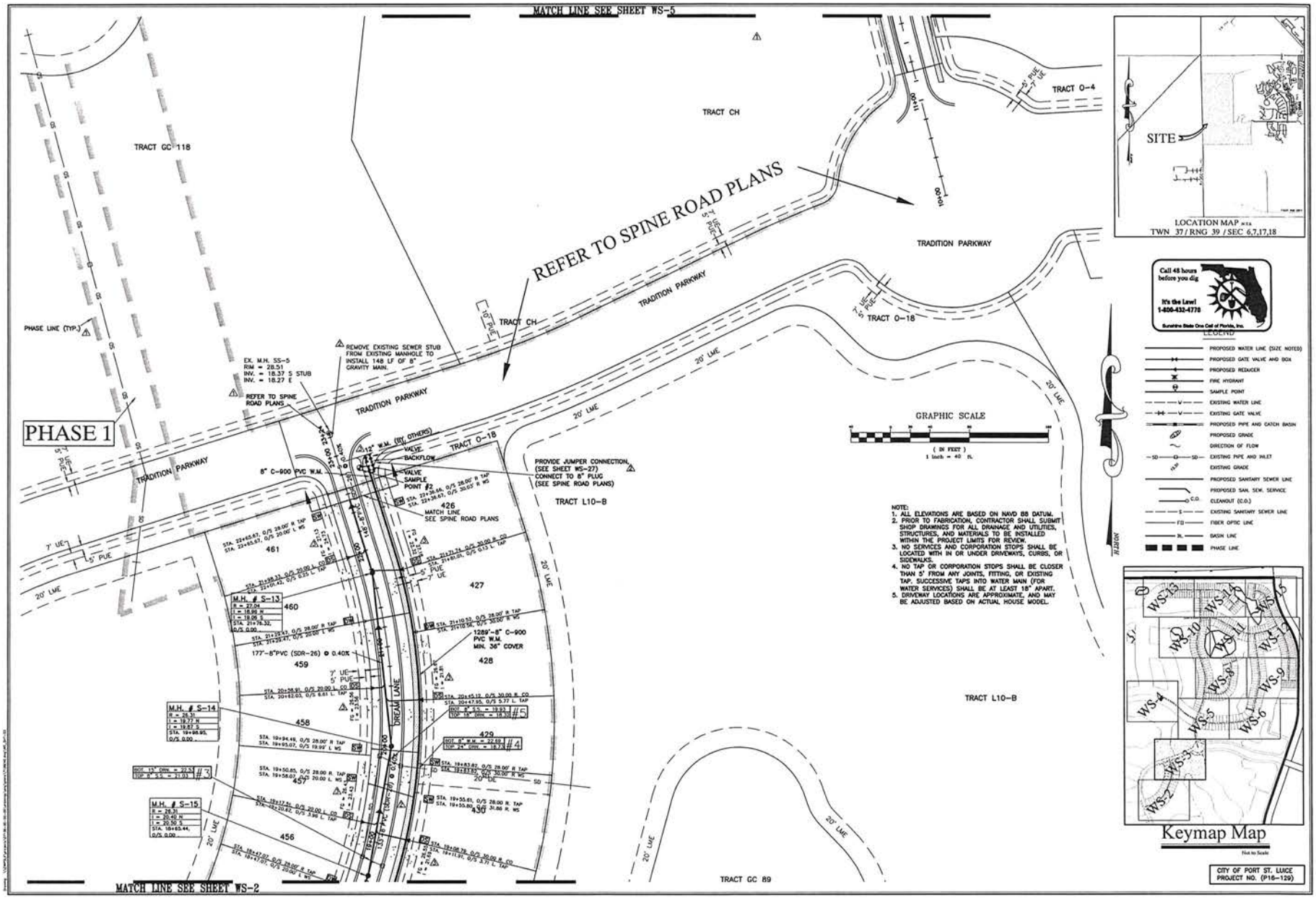
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
WATER DISTRIBUTION & SANITARY SEWER PLANS
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-2
OF SHEETS



REV	REVISIONS	DATE	BY
1	REV PER CITY OF PSL/SD	9/23/16	BAH
2	REV PER CITY OF PSL/SD	8/26/16	BAH

FILE NAME: 7138ENG.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
WATER DISTRIBUTION & SANITARY SEWER PLANS
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO. WS-3
OF SHEETS

FUTURE PHASE

FUTURE DEVELOPMENT

PARCEL A

PARCEL B

TRACT GC 118

20' LME

20' EMERGENCY ACCESS EASEMENT

PROPOSED TEMPORARY EMERGENCY STABILIZED ACCESS TO ROXY LANE ROAD

TEMPORARY 120' HAMMERHEAD

LIMITS OF PROJECT PHASE

12" G.V. #12
STA. 101+54.17, O/S 28.00 L
TOP = 23.21,FIN GR. = 26.26

12" PLUG & B.O.
STA. 101+49.31, O/S 28.00 L
TOP = 28.19,FIN GR. = 26.24

8"x 90° BEND
STA. 103+85.54, O/S 9.00 L
TOP =23.13, F.G. = 26.18

8" PLUG & 2" B.O.
STA. 12+22.36, O/S 28.00 L
TOP = 23.11, FIN. GR. = 26.18

8" G.V. #15A
STA. 12+18.93, O/S 28.00 L
TOP = 23.13 ,FIN. GR. = 26.18

8" G.V. #15
STA. 105+34.38, O/S 36.09 L
STA. 10+35.84, O/S 28.00 L
TOP = 24.29 ,FIN. GR. = 27.34

12"X 8" TEE
STA. 105+34.21, O/S 28.00 L
TOP = 24.31 ,FIN. GR. = 27.36

M.H. # S-87
R = 26.06
I = 14.36 S
I = 14.46 N (STUB)
STA. 12+10.56,
O/S 0.00 L

M.H. # S-86
R = 26.37
I = 9.35 E
I = 9.68 N
STA. 101+87.65
O/S 0.00

M.H. # S-1
R = 26.18
I = 8.71 SE
I = 8.54 SW
I = 8.64 NW
STA. 103+53.15,
O/S 0.48 R

M.H. # LS-1
R = 27.25
I = 8.01 SE
I = 8.01 SW
STA. 103+50.54,
O/S 24.72 R

LS. # 1
R = 27.25
I = 8.13
STA. 103+66.92,
O/S 20.28 R

D.M.H. # S-2
R = 27.37
I = 8.24 NW
I = 9.15 SE
I = 13.50 NE
STA. 105+61.56
O/S 0.00
STA. 10+00.00
O/S 0.00

8"x 45° BEND
STA. 103+87.61, O/S 55.23 R.
TOP = 23.95, F.G. = 26.80

12" G.V. #13
STA. 104+95.42, O/S 28.00 L
TOP = 24.10 ,FIN GR. = 27.15

FIRE HYDRANT ASS'Y #4
BOT. FLANGE ELEV. = 27.21
FINISHED GRADE ELEV. = 26.96
F.H. STA. 105+16.23, O/S 17.00 L.
8" G.V. #14
STA. 105+16.23, O/S 19.00 L
T.O.P. = 24.09, F.G. = 27.14
12"x 8" TEE
STA. 105+16.23, O/S 28.00 L
T.O.P. = 24.19 , F.G. = 27.24

PHASE 1

PULL BOX

FPAL TRANSFORMER (P.O.S.)

FIBER OPTIC (TYP.)

TEMPORARY 120' HAMMERHEAD

8" STUB

5'-8" STUB

REFER TO SHEET WS-16 FOR SEWER PROFILES

NOTE:
1. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
2. PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES, STRUCTURES, AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.
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5. DRIVEWAY LOCATIONS ARE APPROXIMATE, AND MAY BE ADJUSTED BASED ON ACTUAL HOUSE MODEL.

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Sunshine State One Call of Florida, Inc.

MATCH LINE SEE SHEET WS-5

LOCATION MAP N.T.S.
TWN 37 / RNG 39 / SEC 6,7,17,18

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

LEGEND
- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- C.O. CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FO FIBER OPTIC LINE
- BL BASIN LINE
- PHASE LINE

Keymap Map
Not to Scale

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
1 REV PER CITY OF PSL/USD	9/23/16	BAH
2 REV PER CITY OF PSL/USD	8/28/16	BAH

FILE NAME: 7138WS-4.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7500 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

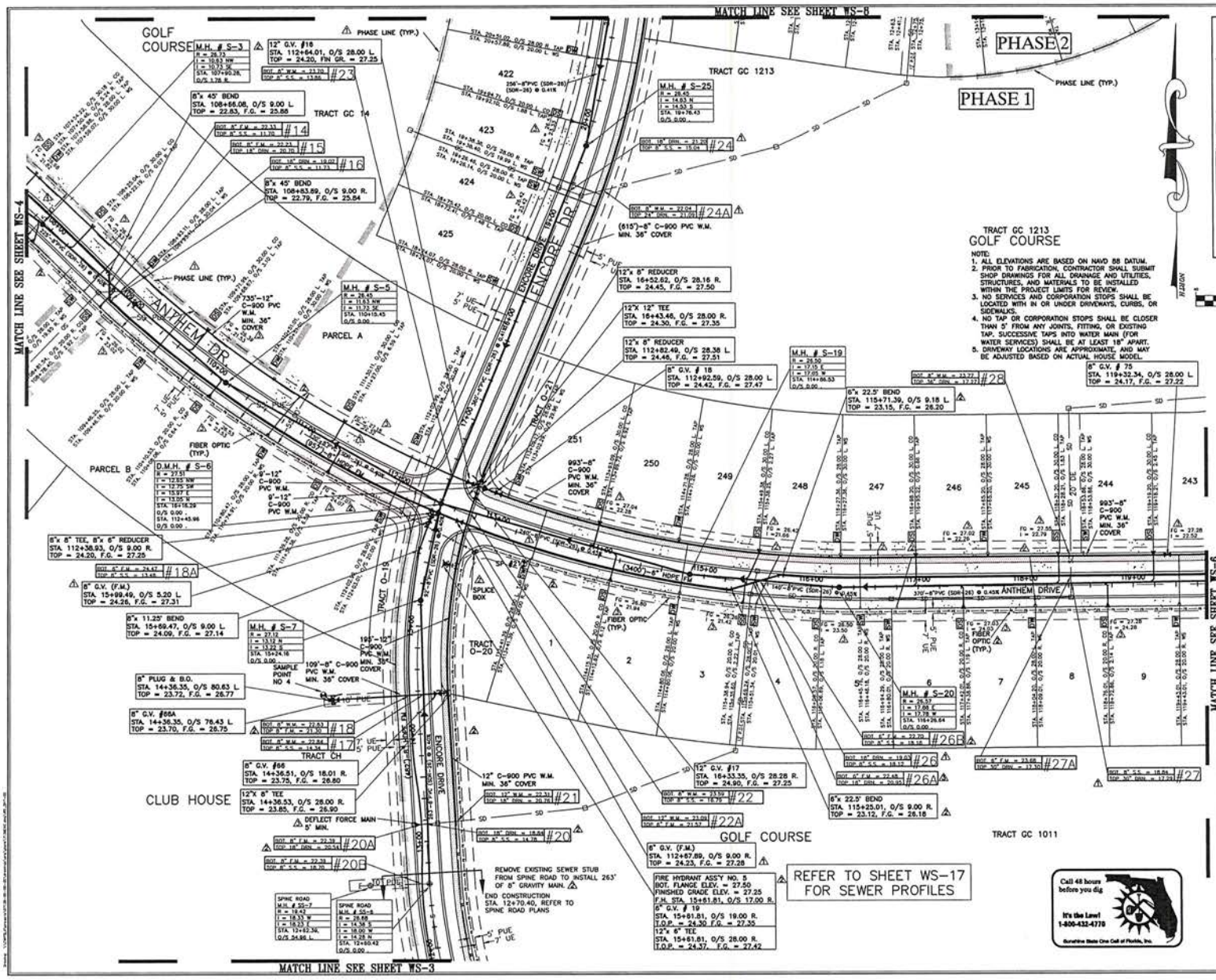
ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-0000359
DATE

JOB # 7138
SHT.NO. WS-4
OF SHEETS



LOCATION MAP N.T.S.
TWN 37 / RNG 39 / SEC 6,7,17,18

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

NORTH

TRACT GC 1213 GOLF COURSE

NOTE:
1. ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM.
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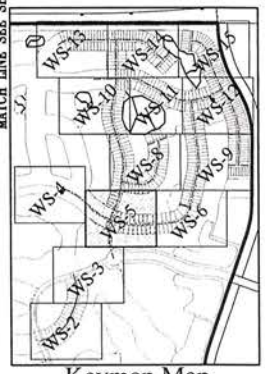
LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE



Keymap Map
Not to Scale

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

A	REV PER CITY OF PSLUSD	9/23/16 BAH
B	REV PER CITY OF PSLUSD	8/26/16 BAH
REVISIONS		DATE BY
FILE NAME 7138ENG.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0003581
DATE

JOB # 7138
SHT. NO.
WS-5
OF SHEETS

MATCH LINE SEE SHEET WS-8

MATCH LINE SEE SHEET WS-9

MATCH LINE SEE SHEET WS-5

GOLF COURSE

GOLF COURSE

LAKE

TRACT L12-E

TRACT GC 1011

GOLF COURSE
TRACT GC 1011

LAKE

TRACT L12-F

TRACT O-4

TRACT O-4

ANTHEM DR

FIRE HYDRANT ASS'Y # 7
BOT. FLANGE ELEV. = 26.48
FINISHED GRADE ELEV. = 26.23
F.H. STA. 127+61.27, O/S 17.00 L.
6" G.V. # 22
STA. 127+61.27, O/S 19.00 L.
T.O.P. = 23.26, F.G. = 26.31
8"x 6" TEE
STA. 127+61.27, O/S 28.00 L.
T.O.P. = 23.38, F.G. = 26.43

6" G.V. # 21
STA. 126+62.09, O/S 28.00 L.
TOP = 23.70, F.G. = 26.75

8"x 22.5' BEND
STA. 122+94.06, O/S 23.07 L.
TOP = 23.88, F.G. = 26.93

8"x 11.25' BEND
STA. 125+78.74, O/S 26.32 L.
TOP = 23.92, F.G. = 26.97

FIRE HYDRANT ASS'Y #6
BOT. FLANGE ELEV. = 27.06
FINISHED GRADE ELEV. = 26.81
F.H. STA. 120+03.05, O/S 17.00 L.
6" G.V. #20
SSTA. 120+03.05, O/S 19.00 L.
T.O.P. = 23.62, F.G. = 26.68
8"x 6" TEE
STA. 120+03.05, O/S 28.00 L.
T.O.P. = 23.60, F.G. = 26.73

8"x 22.5' BEND
STA. 124+76.51, O/S 23.59 L.
TOP = 24.35, F.G. = 27.40

8"x 11.25' BEND
STA. 123+86.68, O/S 27.68 L.
TOP = 24.35, F.G. = 27.38

6"x 11.25' BEND
STA. 125+31.67, O/S 8.00 R.
TOP = 27.07, F.G. = 24.02

6"x 22.5' BEND
STA. 123+37.95, O/S 8.00 R.
TOP = 23.82, F.G. = 26.87

1683'-8" C900 PVC WM

395'-8"PVC (SDR-26) @ 0.41%

93'-8" C900 PVC WM

82'-8" C900 PVC WM

85'-8" C900 PVC WM

993'-8" C-900 PVC W.M.

(3400')-6" HDPE FM

5' SEPARATION REQUIRED

5' SEPARATION REQUIRED

5' MIN. CLEARENCE

5' MIN. CLEARENCE

FIBER OPTIC (TYP.)

FIBER OPTIC (TYP.)

PULL BOX

M.H. # S-77
R = 26.68
I = 21.76
STA. 126+44.47
O/S 0.00

M.H. # S-24
R = 27.18
I = 23.18
STA. 125+18.38
O/S 0.00

M.H. # S-23
R = 27.31
I = 21.66 NE
I = 21.56 SW
STA. 124+02.68
O/S 0.00

M.H. # S-22
R = 28.85
I = 21.04 NE
I = 20.94 W
STA. 122+98.97
O/S 0.00

M.H. # S-21
R = 26.62
I = 19.84 E
I = 19.54 W
STA. 119+95.76
O/S 0.00

REFER TO SHEET WS-17
FOR SEWER PROFILES

NOTE:
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LOCATION MAP N.T.S.
TWN 37 / RNG 39 / SEC 6,7,17,18

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

NORTH

LEGEND
- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- C.O. CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FO FIBER OPTIC LINE
- BL BASIN LINE
- PHASE LINE

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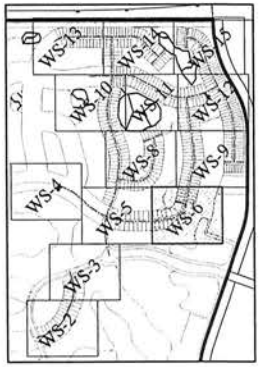
Sunshine State One Call of Florida, Inc.



Keymap Map
Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV	DATE	BY
1 REV PER CITY OF PSL/USD	9/23/16	BAH
2 REV PER CITY OF PSL/USD	8/26/16	BAH

REVISIONS
FILE NAME 7138WS-6.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

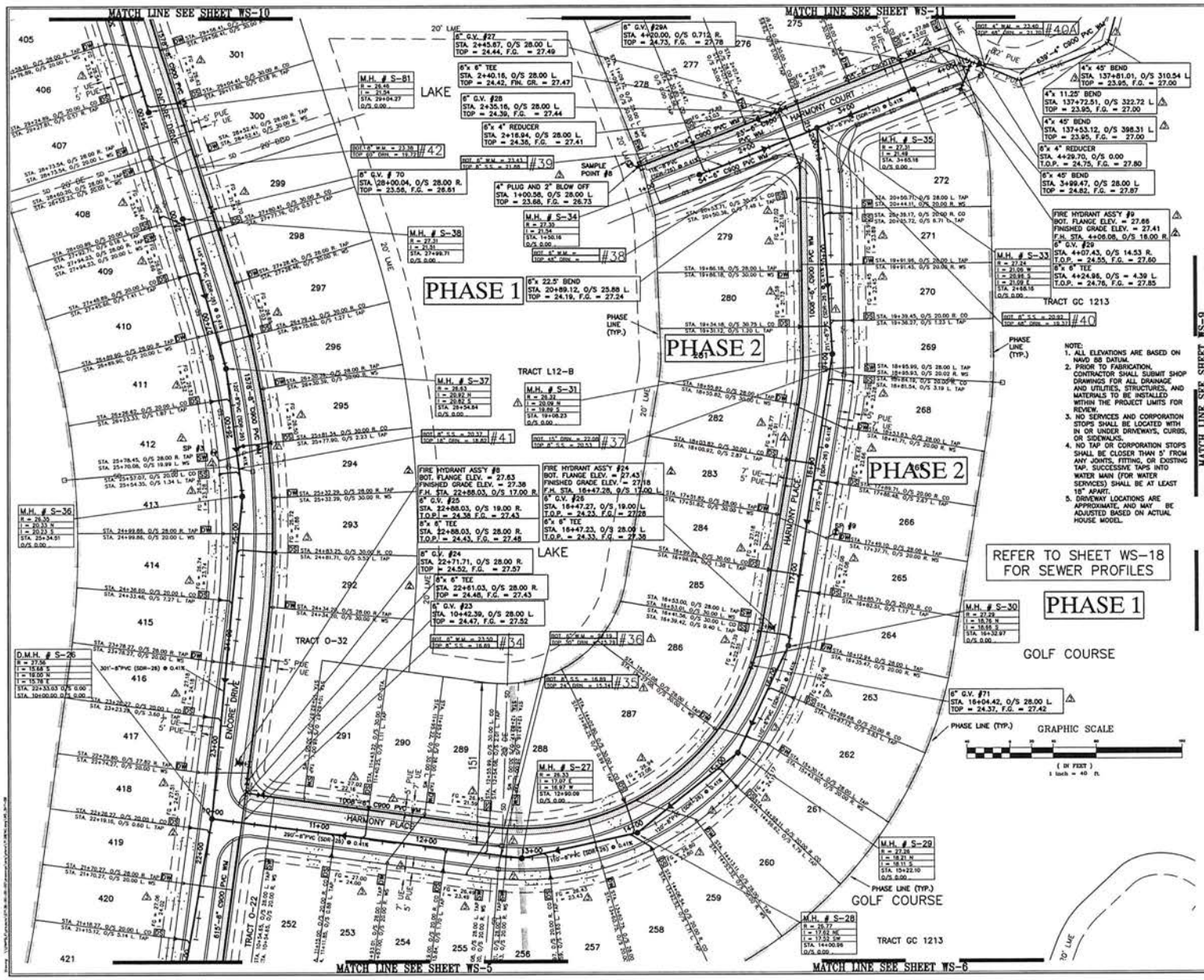
ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-6
OF SHEETS



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LOCATION MAP
TWN 37 / RNG 39 / SEC 6,7,17,18

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Sunshine State One Call of Florida, Inc.

LEGEND

- PROPOSED WATER LINE (SIZE NOTED)
- PROPOSED GATE VALVE AND BOX
- PROPOSED REDUCER
- FIRE HYDRANT
- SAMPLE POINT
- EXISTING WATER LINE
- EXISTING GATE VALVE
- PROPOSED PIPE AND CATCH BASIN
- PROPOSED GRADE
- DIRECTION OF FLOW
- EXISTING PIPE AND INLET
- EXISTING GRADE
- PROPOSED SANITARY SEWER LINE
- PROPOSED SAN. SEW. SERVICE
- CLEANOUT (C.O.)
- EXISTING SANITARY SEWER LINE
- FIBER OPTIC LINE
- BASIN LINE
- PHASE LINE

Keymap Map
Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

3	REV PER CITY OF PSLUSD	9/23/16 BAH
2	REV PER CITY OF PSLUSD	8/26/16 BAH
	REVISIONS	DATE BY
	FILE NAME: 7138ENG.dwg	

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LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT NO. WS-8
OF SHEETS

MATCH LINE SEE SHEET WS-12

MATCH LINE SEE SHEET WS-8

MATCH LINE SEE SHEET WS-6

REFER TO SHEET WS-21 FOR SEWER PROFILES

REFER TO SHEET WS-23 FOR SEWER PROFILES

TRACT GC 1213

TRACT GC 1011

TRACT O-3

TRACT M

PROSPERITY PLACE

PROSPERITY COURT

ANTHONY DRIVE

6" G.V. #72
STA. 137+62.33, O/S 28.00 L.
TOP = 23.90, F.G. = 26.95

FIRE HYDRANT ASS'Y #10
BOT. FLANGE ELEV. = 26.94
FINISHED GRADE ELEV. = 26.69
F.H. STA. 135+37.60, O/S 17.00 L.
6" G.V. #31
STA. 135+37.60, O/S 19.00 L.
T.O.P. = 23.51, F.G. = 26.63
6"x 6" TEE
STA. 135+37.60, O/S 26.16 L.
T.O.P. = 23.84, F.G. = 26.89

FIRE HYDRANT ASS'Y #11
BOT. FLANGE ELEV. = 27.75
FINISHED GRADE ELEV. = 27.50
F.H. STA. 4+10.00, O/S 17.00 L.
6" G.V. #34
STA. 4+10.00, O/S 15.00 L.
T.O.P. = 24.40, F.G. = 27.45
6"x 6" TEE
STA. 4+10.00, O/S 26.00 R.
T.O.P. = 24.94, F.G. = 28.09

6" G.V. #32
STA. 10+22.50, O/S 28.00 L.
TOP = 23.81, F.G. = 26.86

6" G.V. #30
STA. 132+48.77, O/S 28.00 L.
TOP = 23.44, F.G. = 26.49

6"x 90° BEND
STA. 0+90.00, O/S 28.00 R.
TOP = 24.93, F.G. = 28.10

6" G.V. #35
STA. 0+90.00, O/S 40.70 R.
TOP = 25.05, F.G. = 28.15

6" PLUG & 2" B.O.
STA. 0+90.00, O/S 46.38 R.
TOP = 25.05, F.G. = 28.20

PROVIDE AUTOMATIC FLUSHING DEVICE

6"x 8" TEE
STA. 2+32.00, O/S 28.00 R.
TOP = 24.51, F.G. = 27.80

6" G.V. #33
STA. 2+50.02, O/S 28.00 R.
TOP = 24.51, F.G. = 27.58

24"x 8" TAPPING SLEEVE, VALVE, & BOX
STA. 4+74.50, O/S 28.00 R.
TOP = 24.45, F.G. = 27.50

PROVIDE 20' STABILIZED DRIVE OVER SEWER
- PRIME COAT
- 8 1/2" COMPACTED LIMEROCK BASE
- 12" STABILIZED SUBGRADE FBV = 75

M.H. # S-74
M.H. # S-75
M.H. # S-76
M.H. # S-59
D.M.H. # S-60
M.H. # S-63
M.H. # S-61
M.H. # S-62

1663'-8" C900 PVC WM
142'-8" C900 PVC WM
178'-8" C900 PVC WM
18'-8" C900 PVC WM
(3400')-6" HDPE FM
120'-8"PVC (SDR-26) @ 0.43%
161'-8"PVC (SDR-26) @ 0.40%
220'-8"PVC (SDR-26) @ 0.40%
7223'-4" C900 PVC WM

FIBER OPTIC (TYP.)
PULL BOX
5' SEPARATION REQUIRED
SP #17
SP #11
SP #10
8" STUB

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

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SITE

LOCATION MAP N.T.S.
TWN 37 / RNG 39 / SEC 6,7,17,18

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Sunshine State One Call of Florida, Inc.

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- PHASE LINE

Keymap Map
Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REV. PER CITY OF PSLUSD	9/23/16	BAH
REV. PER CITY OF PSLUSD	8/26/16	BAH

FILE NAME: 7138DSC.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTURE • SURVEYING
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BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

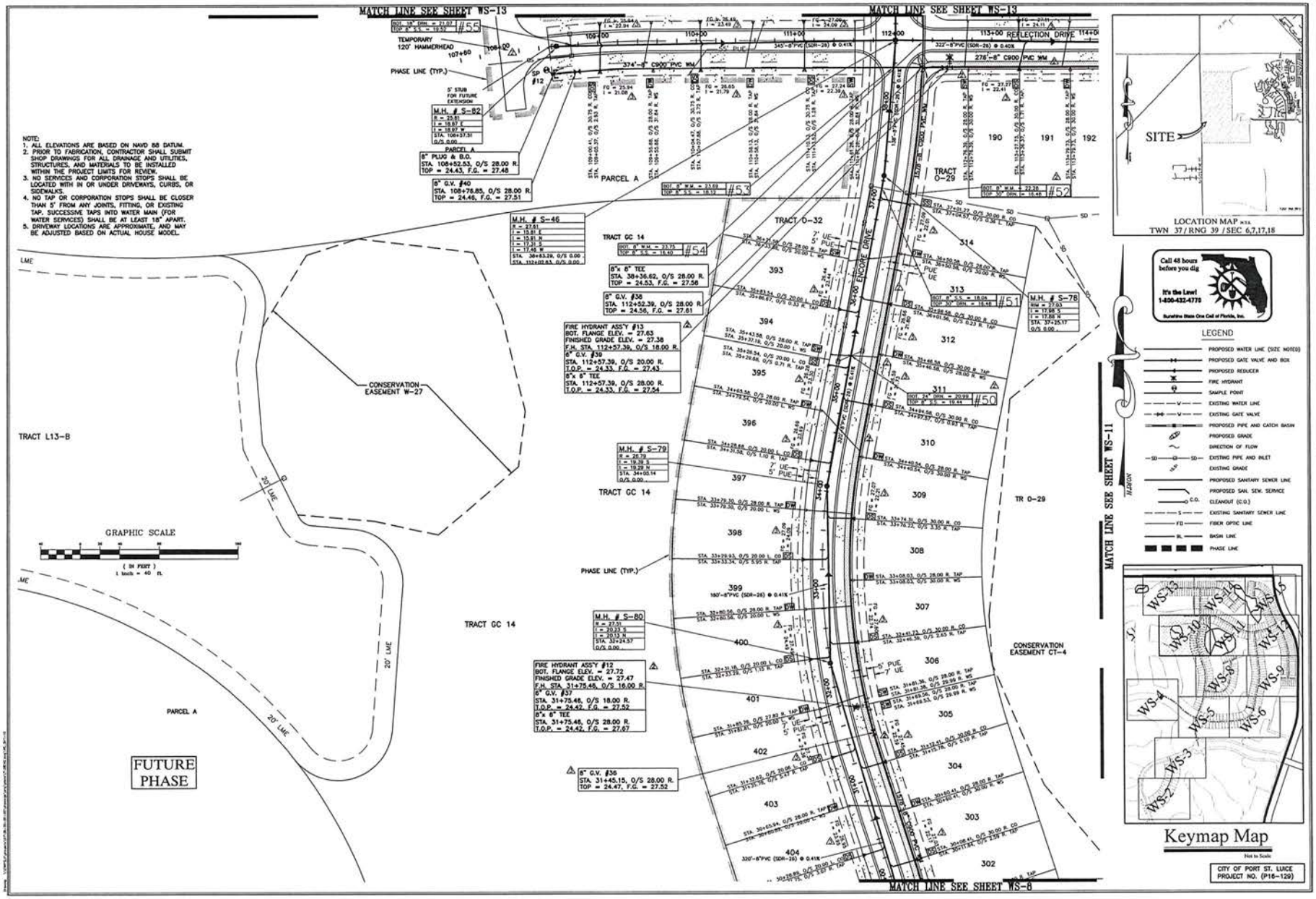
ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE 1" = 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-0003359
DATE

JOB # 7138
SHT.NO. WS-9
OF SHEETS



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REVISIONS	DATE	BY
1 REV PER CITY OF PSLUSD	9/23/16	BAH
2 REV PER CITY OF PSLUSD	8/26/16	BAH

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LANDSCAPE ARCHITECTURE · SURVEYING
800 GLADES ROAD, SUITE 100
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PHONE (561) 392-1991 / FAX (561) 750-1452

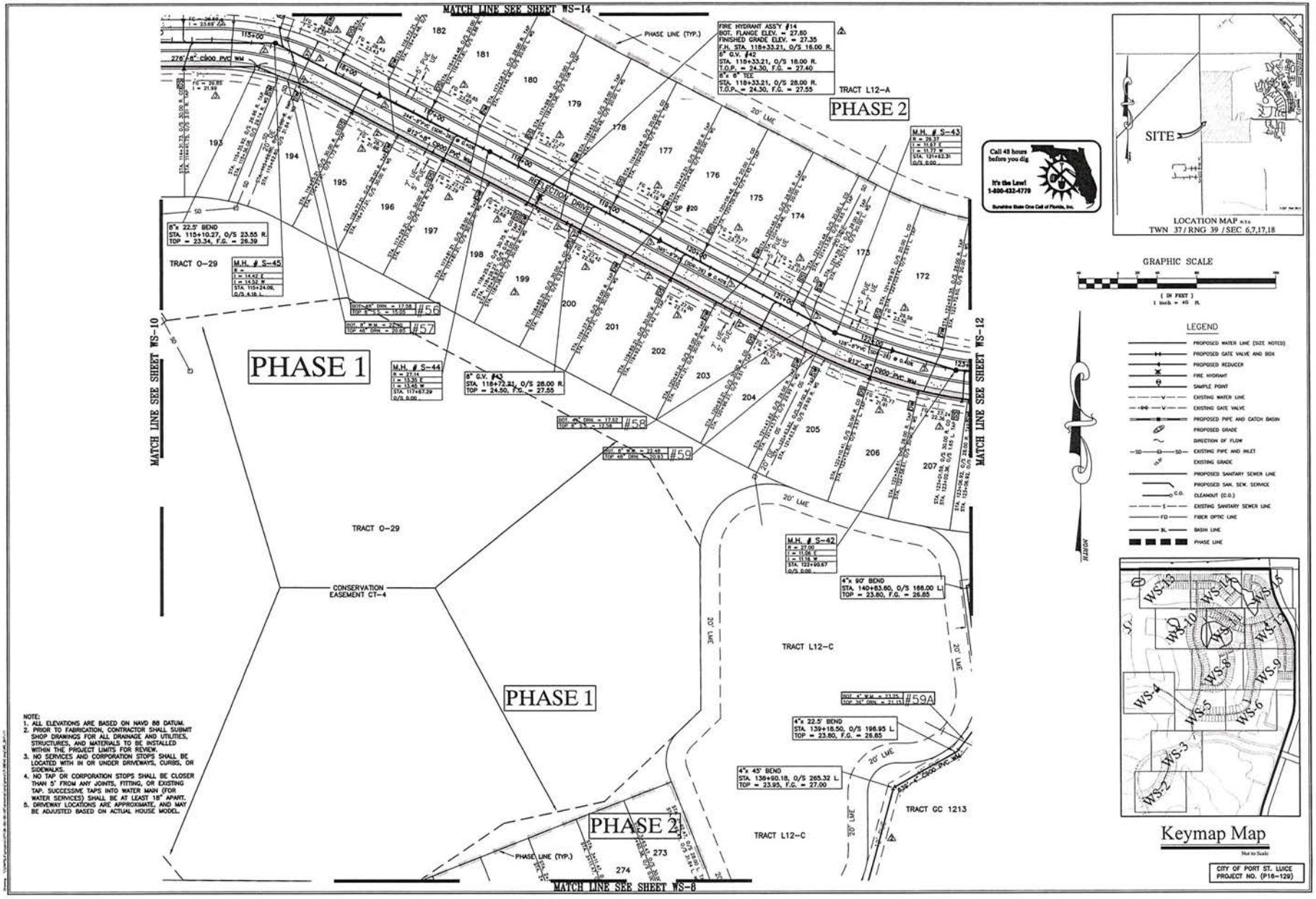
ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B. / PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO. WS-10
OF SHEETS



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1	REV PER CITY OF PSL/USD	8/26/16	BAH
	REVISIONS	DATE	BY
	FILE NAME: 7138SC.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERS, PLANNERS, LANDSCAPE ARCHITECTURE, SURVEYING
7600 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B. / PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG. NO. EB-0003591
DATE

JOB # 7138

SHT.NO.
WS-11
OF SHEETS

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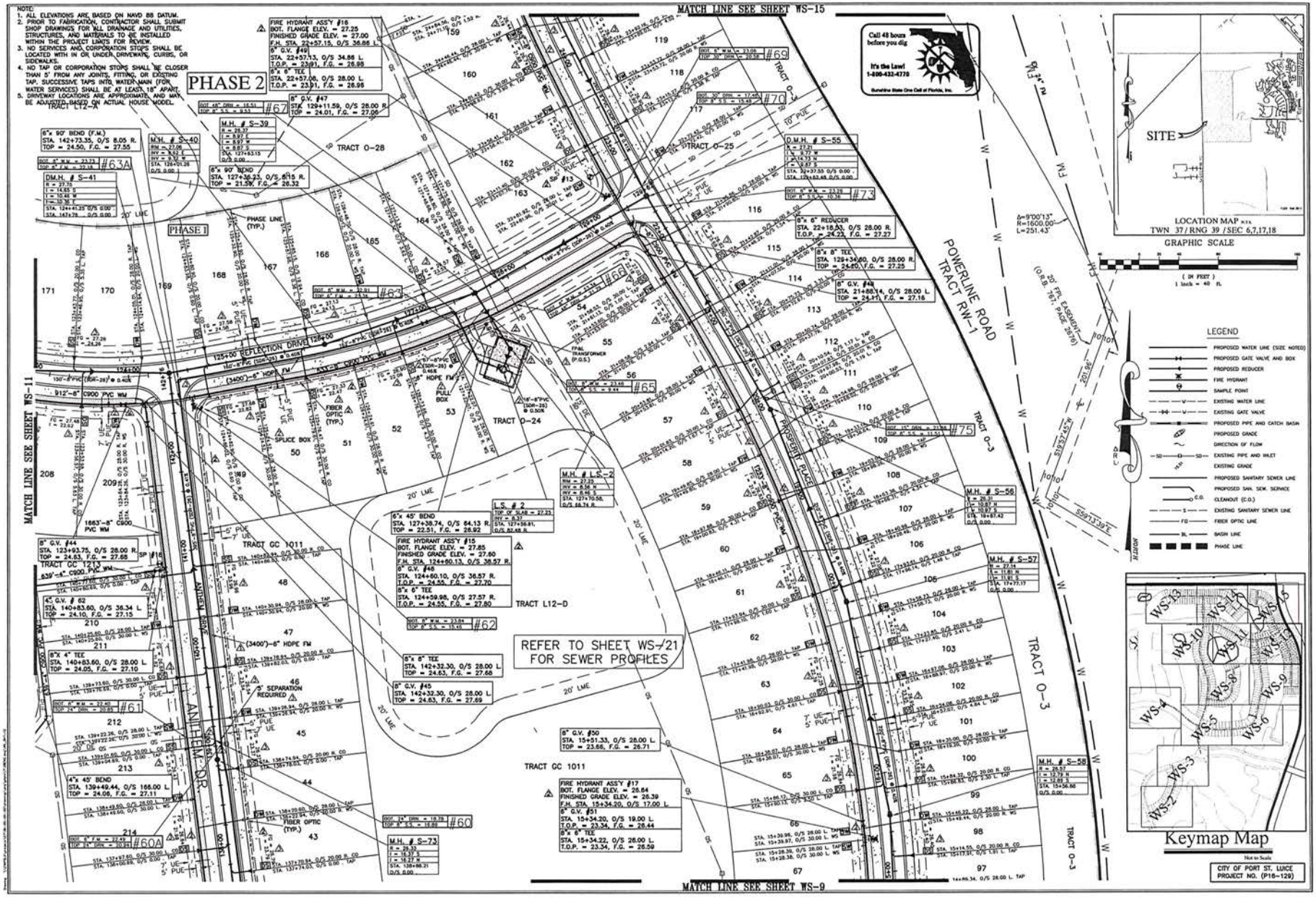

7	REV PER CITY OF PSL/USD	9/23/16	BAH
6	REV PER CITY OF PSL/USD	8/26/16	BAH
	REVISIONS	DATE	BY
	FILE NAME: 7138CNC.dwg		

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LANDSCAPE ARCHITECTURE • SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

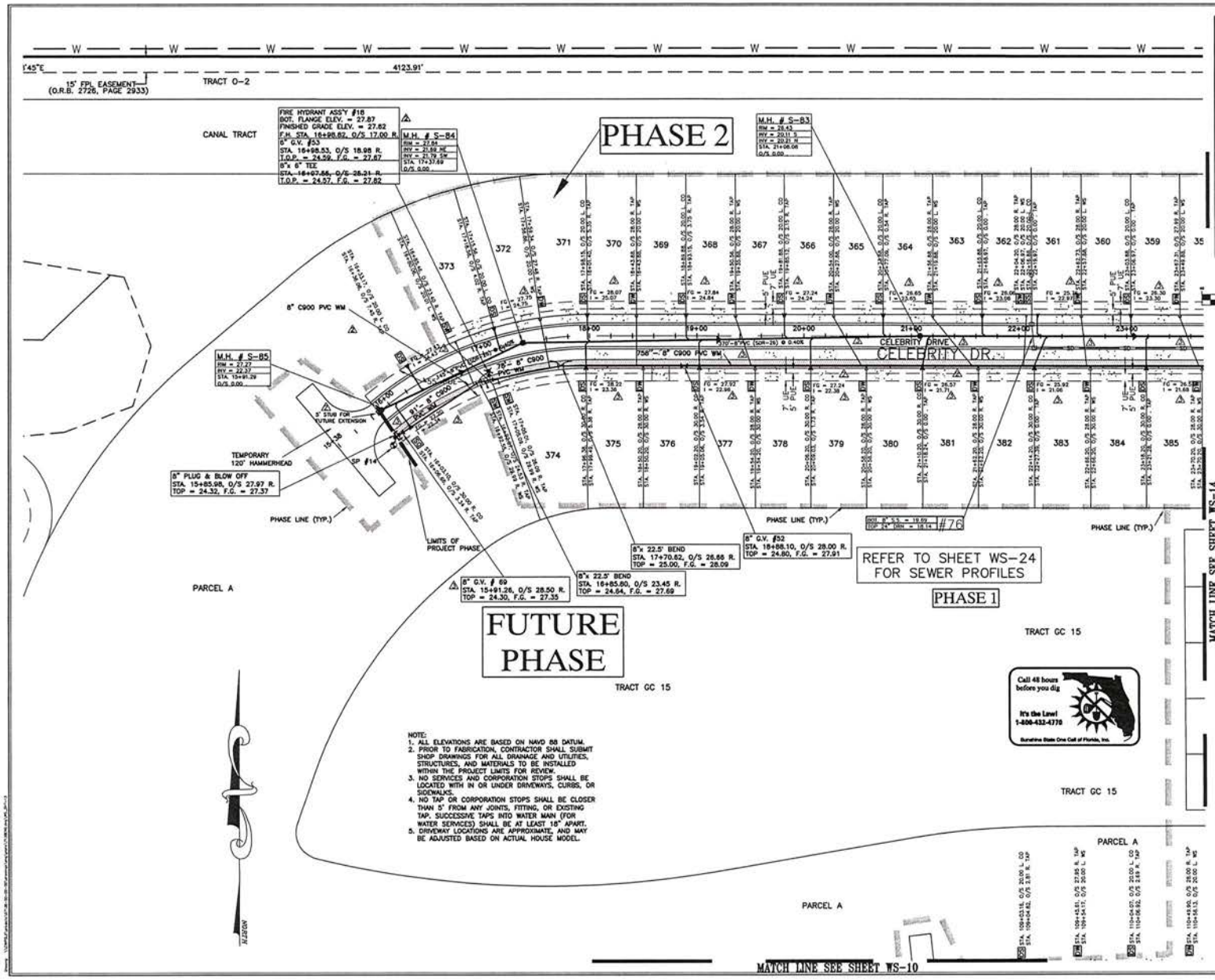
ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0000359
DATE

JOB # 7138
SHT. NO.
WS-12
OF SHEETS



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LOCATION MAP
TWN 37 / RNG 39 / SEC 6,7,17,18

GRAPHIC SCALE
(IN FEET)
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Keymap Map
Not to Scale

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

A	REV PER CITY OF PSLUSD	9/23/16 BAH
A	REV PER CITY OF PSLUSD	8/26/16 BAH
	REVISIONS	DATE BY
	FILE NAME: 7138NG.dwg	

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LANDSCAPE ARCHITECTURE · SURVEYING
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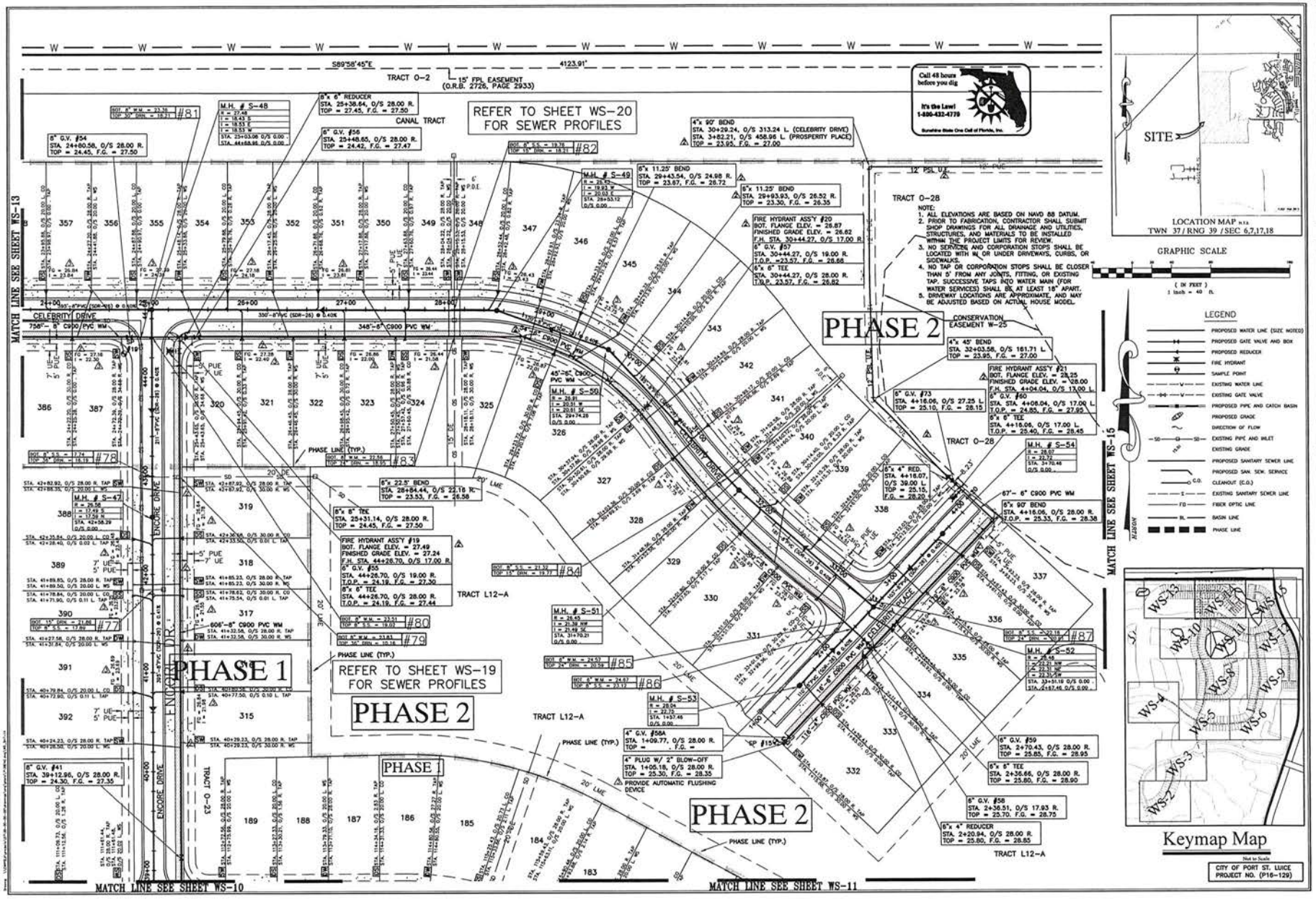
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-13
OF SHEETS



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Keymap Map

Not to Scale

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

2	REV. PER CITY OF PSL/USD	9/23/16	BAH
1	REV. PER CITY OF PSL/USD	8/29/16	BAH
	REVISIONS	DATE	BY
	FILE NAME: 7138WS-14.dwg		

CAULFIELD & WHEELER, INC.
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LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS

FLORIDA

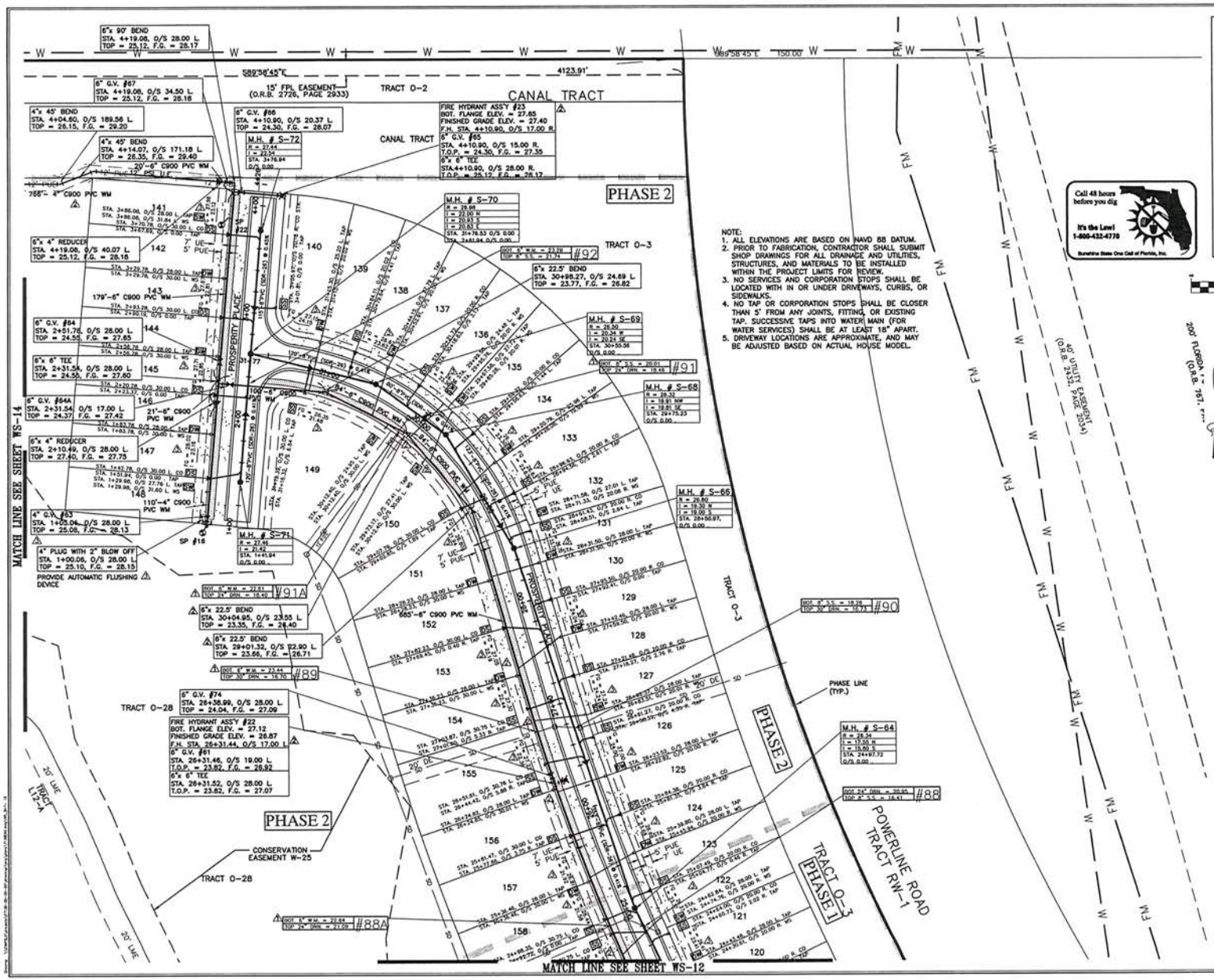
DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25476
STATE OF FLORIDA
ENG NO. EB-0000358
DATE

JOB # 7138

SHT.NO. WS-14

OF SHEETS



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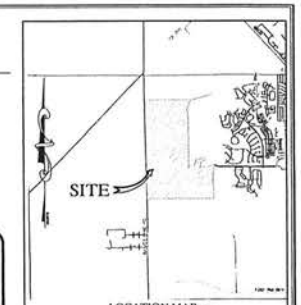

LOCATION MAP N.T.S.
TWN 37 / RNG 39 / SEC 6,7,17,18

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

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- BASIN LINE
- PHASE LINE

Keymap Map
Not to Scale

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

1	REV PER CITY OF PSLUSD	9/23/16 BAH
2	REV PER CITY OF PSLUSD	8/26/16 BAH
	REVISIONS	DATE BY
	FILE NAME: 7138ENG.dwg	

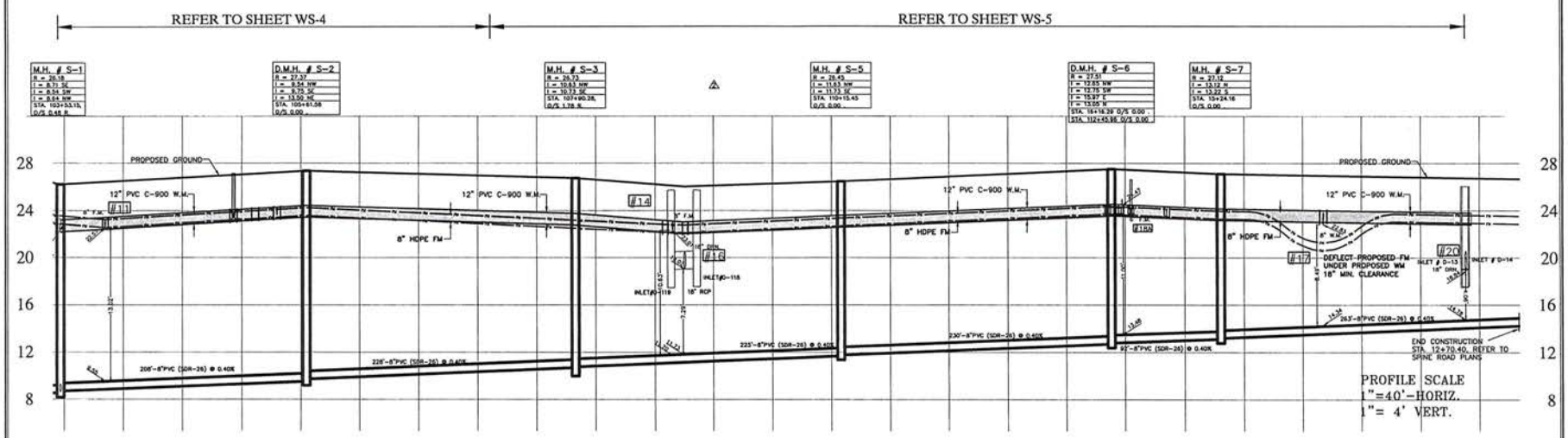
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING · LAND PLANNING
LANDSCAPE ARCHITECTURE · SURVEYING
7900 GLADES ROAD · SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

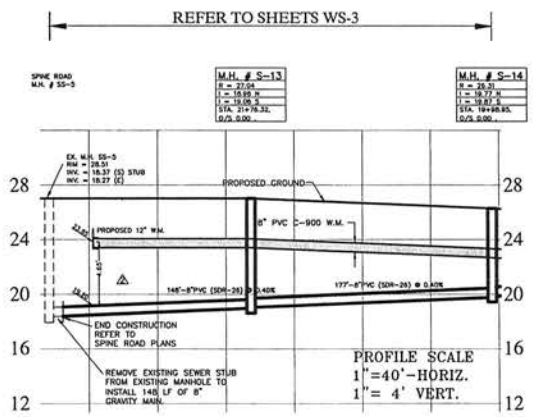
ENCORE AT TRADITION PLAT ONE WATER DISTRIBUTION & SANITARY SEWER PLANS
FLORIDA

DATE	2/10/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	1"= 40'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-15
OF SHEETS





CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

A	REV PER CITY OF PSL/USD	9/23/16	BAH
A	REV PER CITY OF PSL/USD	8/26/16	BAH
	REVISIONS	DATE	BY

FILE NAME: 7138DNG.dwg

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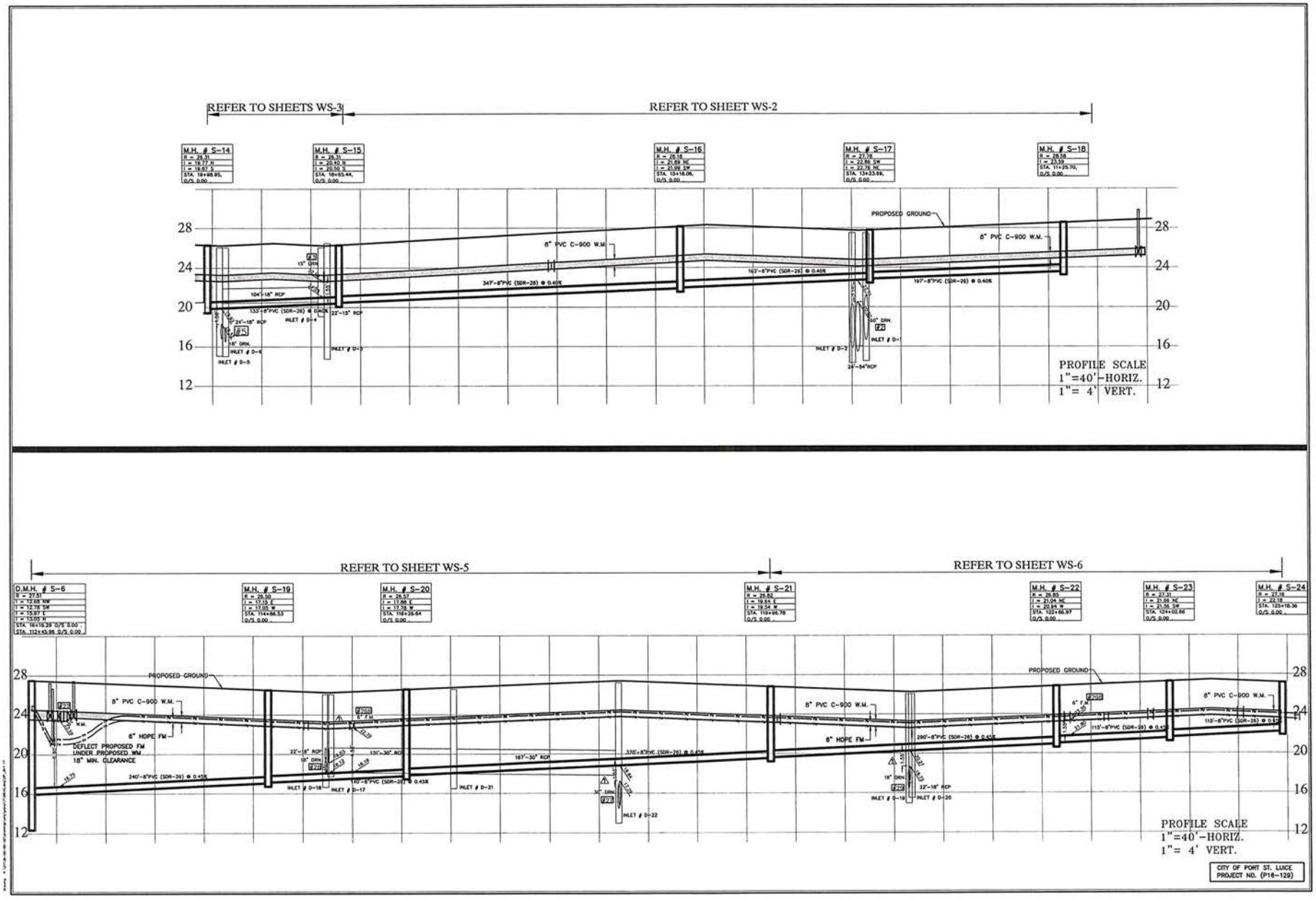
ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORIZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-16
OF SHEETS



REV	REVISIONS	DATE	BY
3	REV PER CITY OF PSLUSD	9/23/16	BAH
4	REV PER CITY OF PSLUSD	8/26/16	BAH

FILE NAME 7138DSC.dwg

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ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
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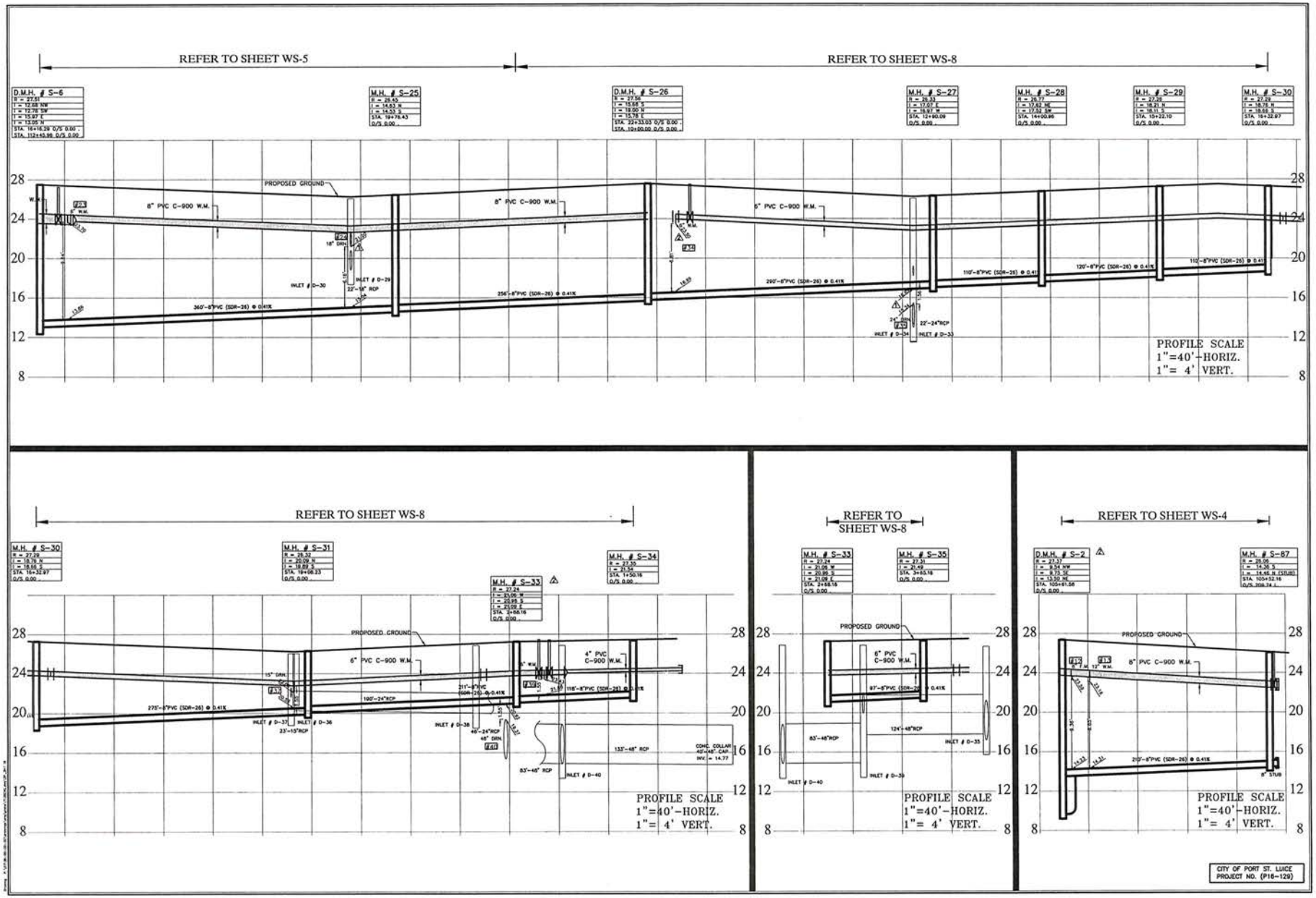
DATE

JOB # 7138
SHT.NO.
WS-17
OF SHEETS



3	REV PER CITY OF PSLUSD	9/23/16	BAH
2	REV PER CITY OF PSLUSD	8/26/16	BAH
1	REVISIONS	DATE	BY
	FILE NAME 7138DNC.dwg		

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ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
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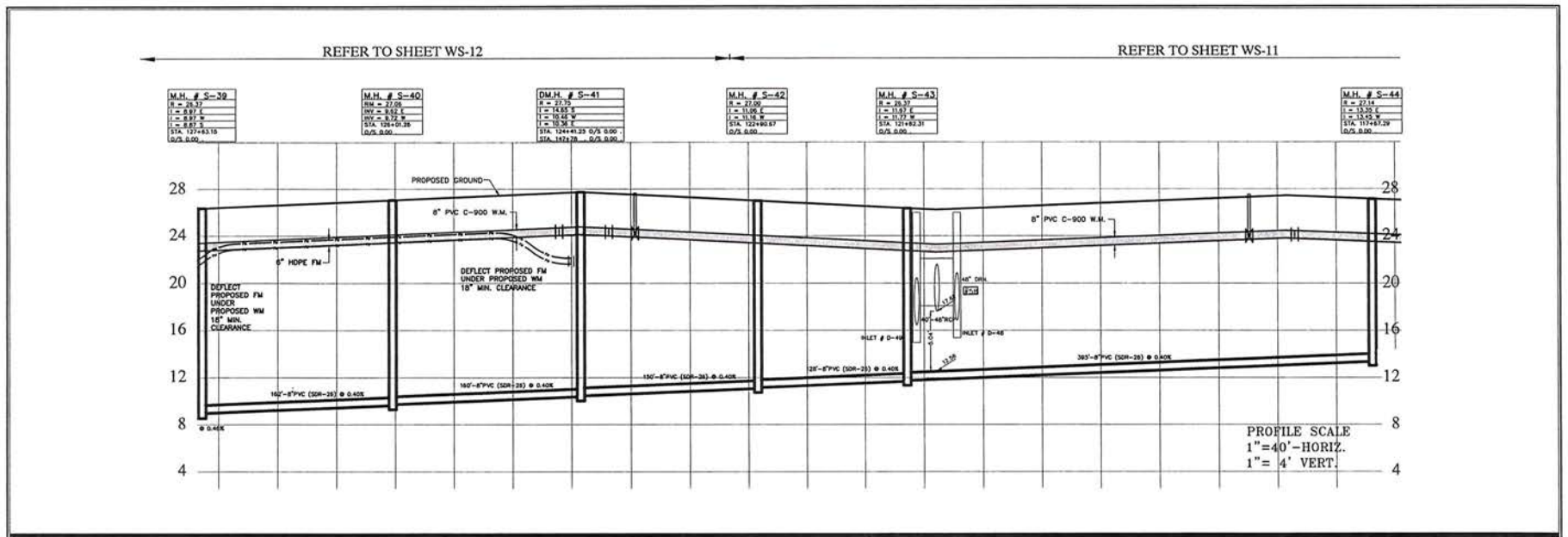
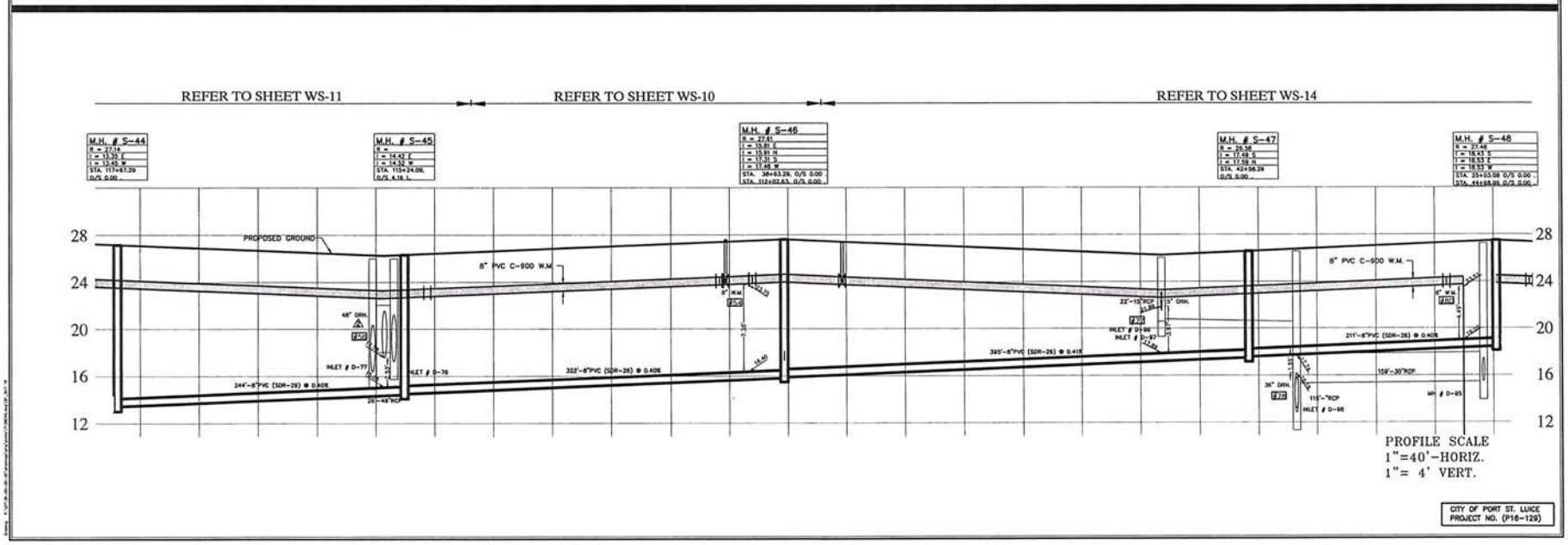
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-18
OF SHEETS





CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

3	REV PER CITY OF PSLUSD	9/23/16	BAH
2	REV PER CITY OF PSLUSD	8/26/16	BAH
	REVISIONS	DATE	BY
	FILE NAME 7138DC.dwg		

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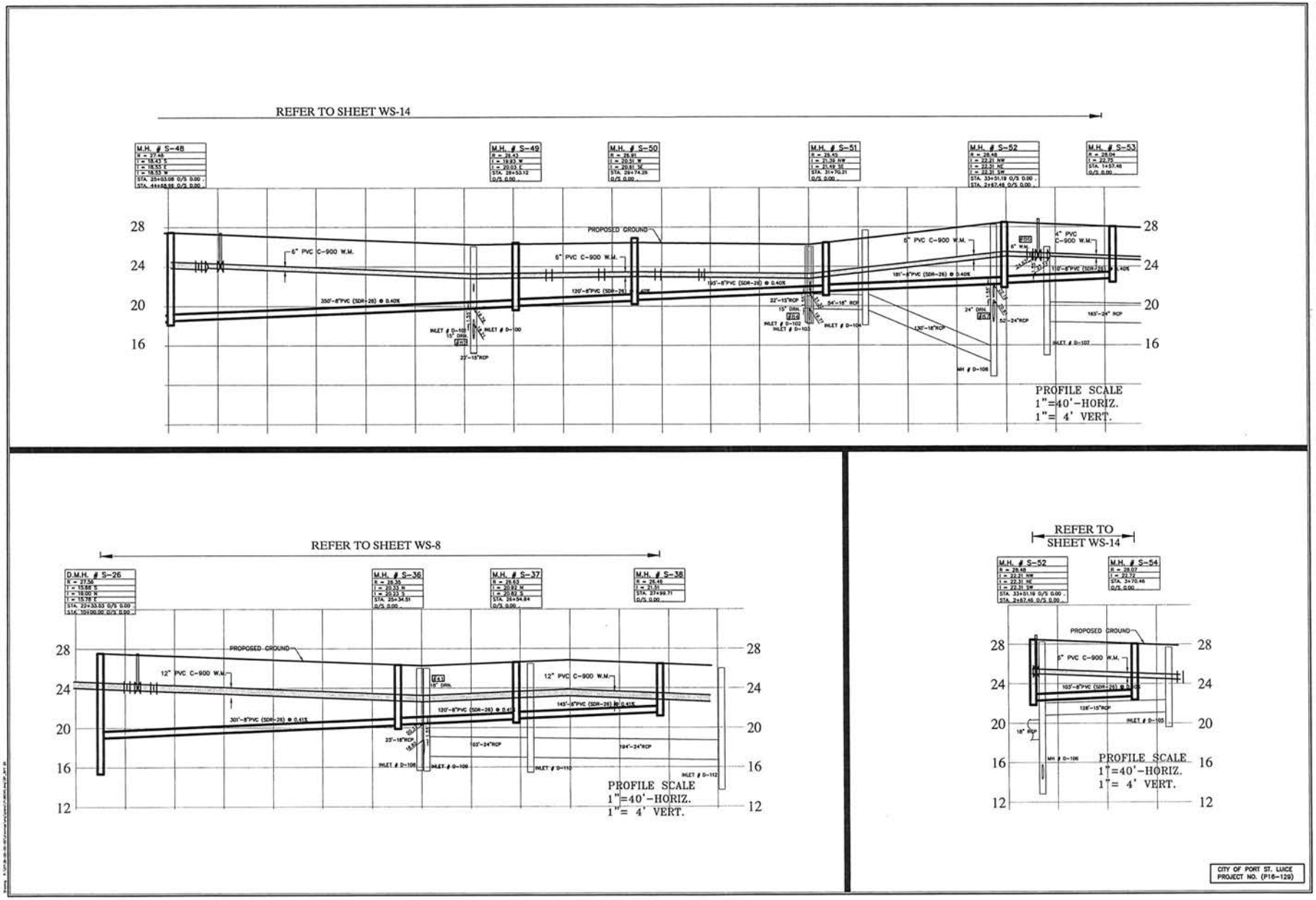
ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORIZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0003591
DATE

JOB # 7138
SHT.NO.
WS-19
OF SHEETS



CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

1	REV PER CITY OF PSLUSD	9/23/16	BAH
2	REV PER CITY OF PSLUSD	8/26/16	BAH
	REVISIONS	DATE	BY
	FILE NAME 7138DIC.dwg		

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ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE	2/10/16
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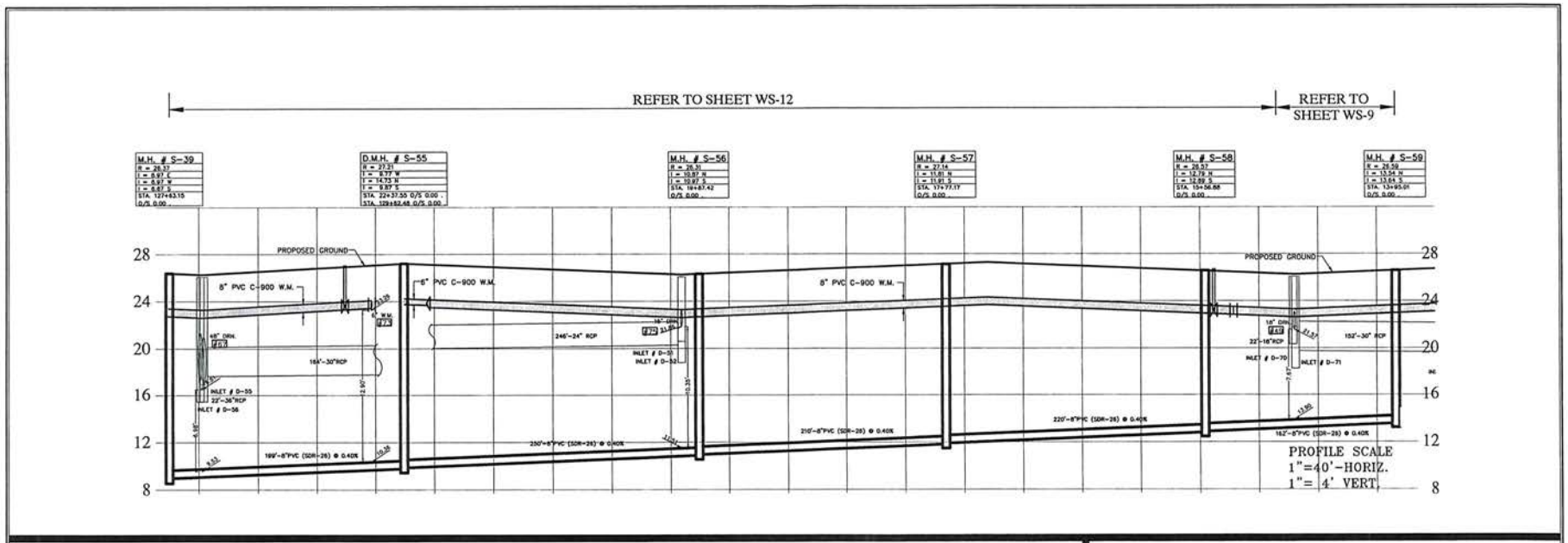
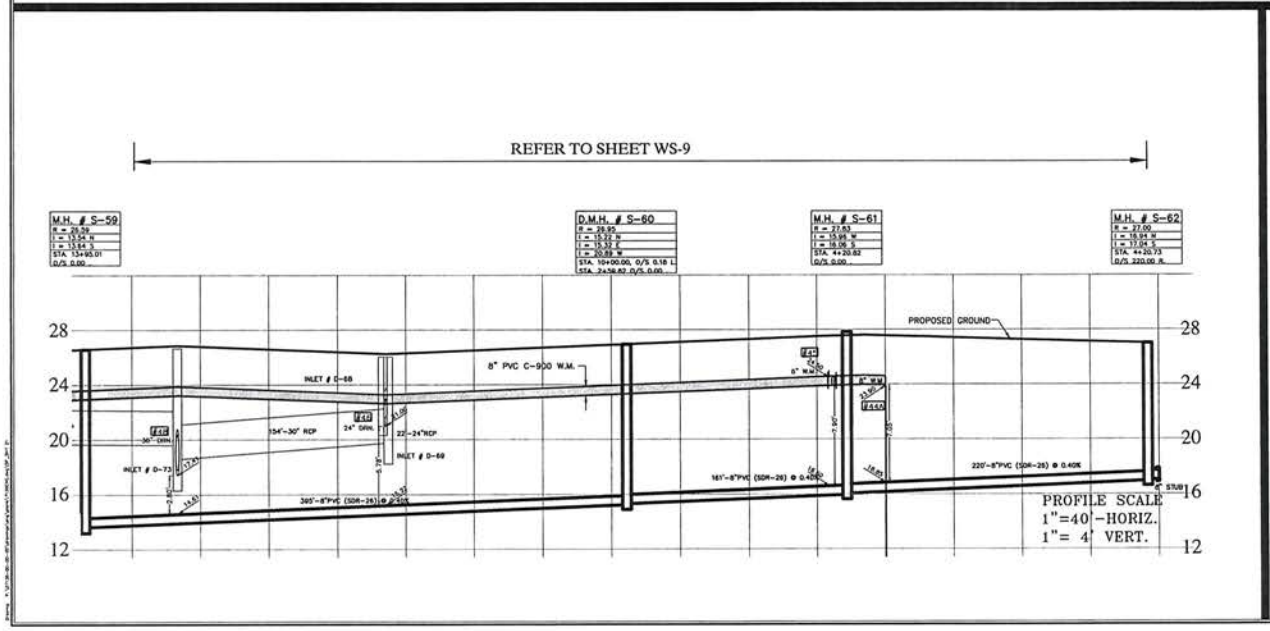
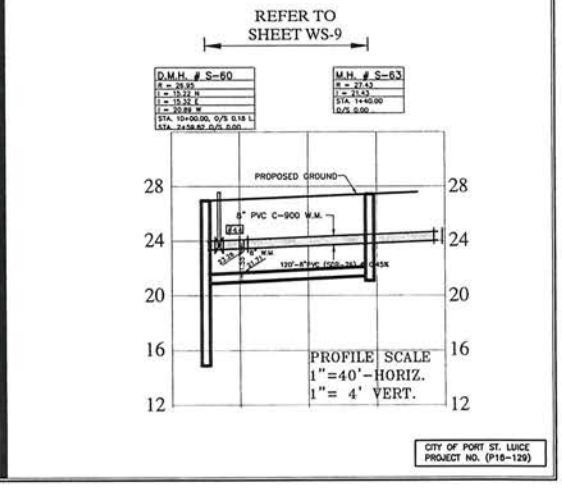
F.B./ PG.	N/A
SCALE	HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-20
OF SHEETS







CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REV PER CITY OF PSL/UD	9/23/16	BAH
REV PER CITY OF PSL/UD	8/26/16	BAH

FILE NAME 7138DAG.dwg

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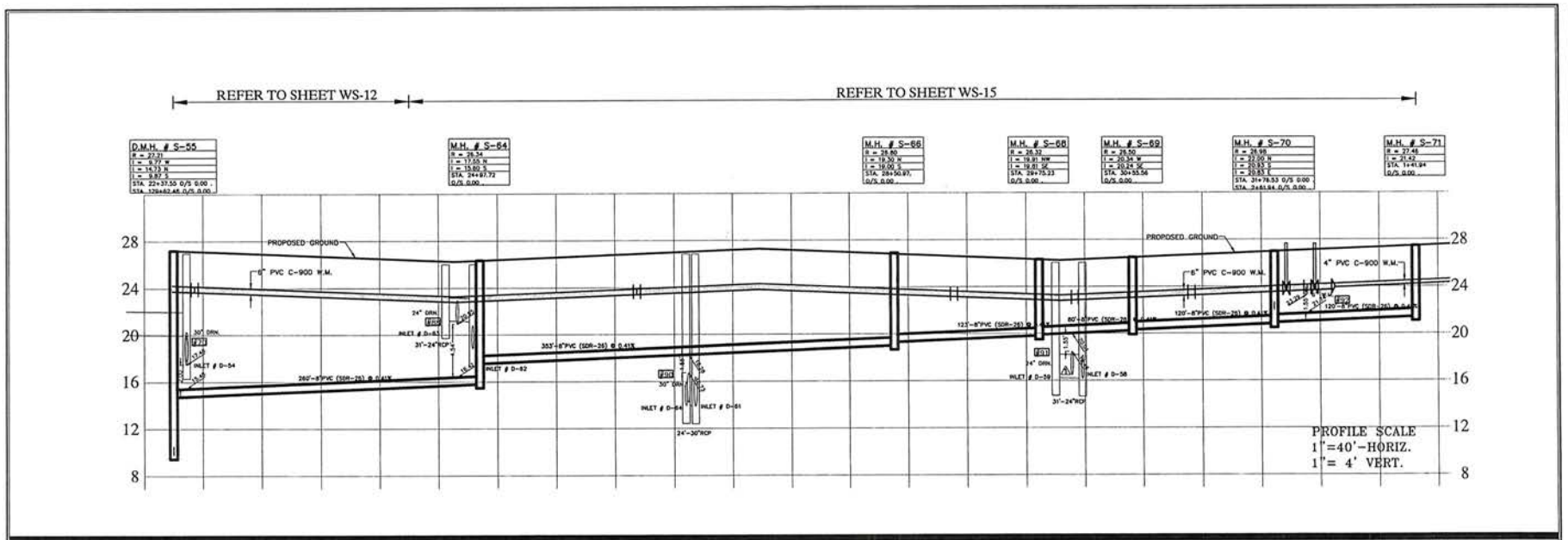
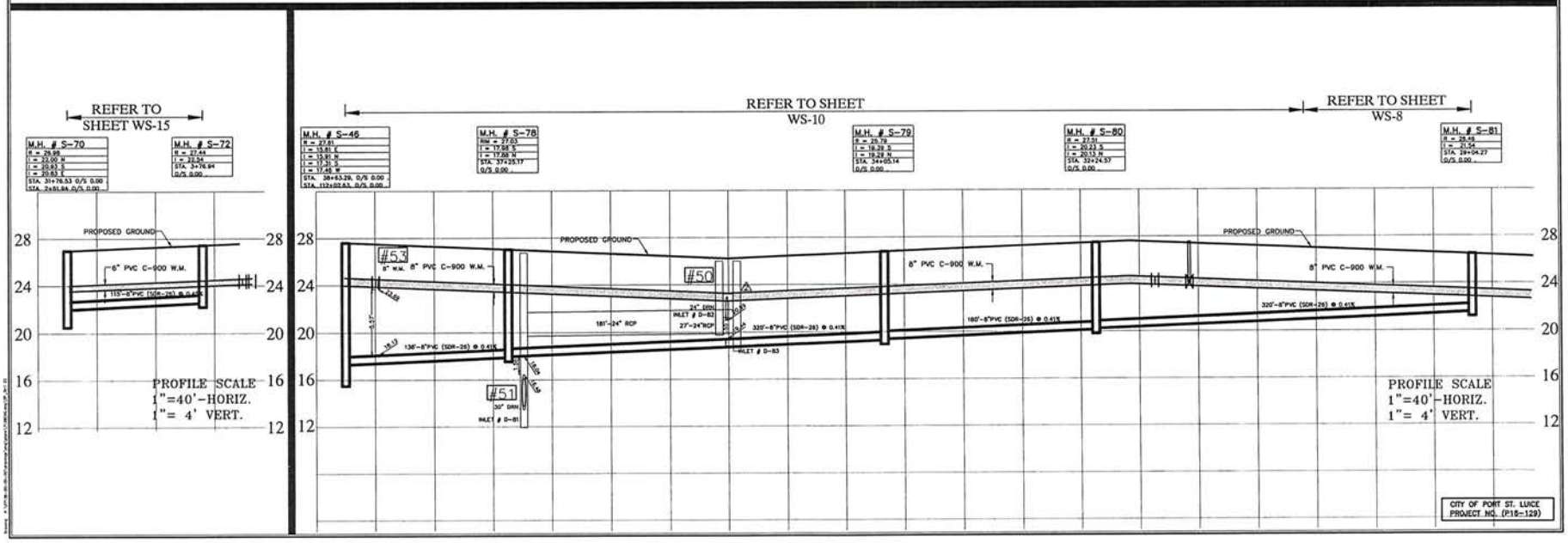
ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0003591
DATE

JOB # 7138
SHT.NO.
WS-21
OF SHEETS





REVISIONS	DATE	BY
REV PER CITY OF PSL/USD	8/23/16	BAH
REV PER CITY OF PSL/USD	8/28/18	BAH

FILE NAME: 7138NC.dwg

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FLORIDA

DATE 2/10/16
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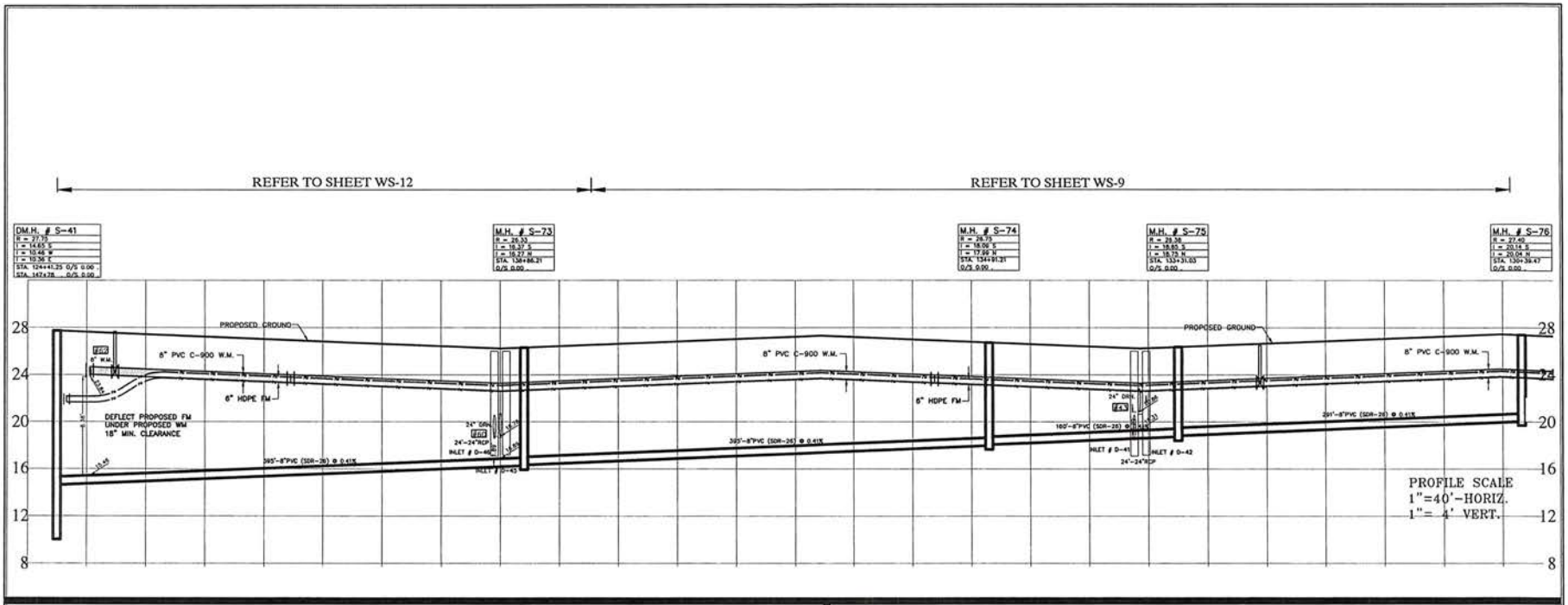
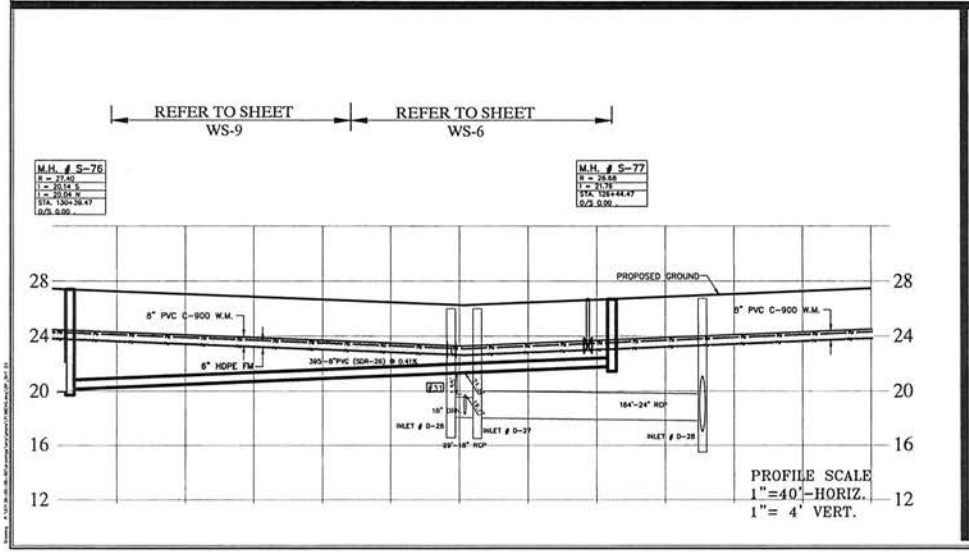
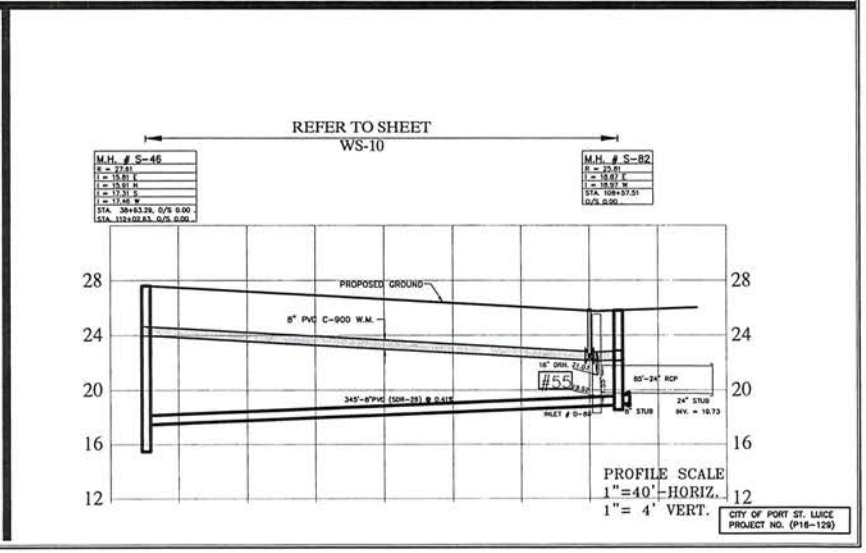
F.B./ PG. N/A
SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25479
STATE OF FLORIDA
ENG. NO. EB-0003551
DATE

JOB # 7138
SHT. NO. WS-22
OF SHEETS







REV	REVISIONS	DATE	BY
1	REV PER CITY OF PSL/USD	9/23/16	BAH
2	REV PER CITY OF PSL/USD	8/26/16	BAH

FILE NAME: 7138DG.dwg

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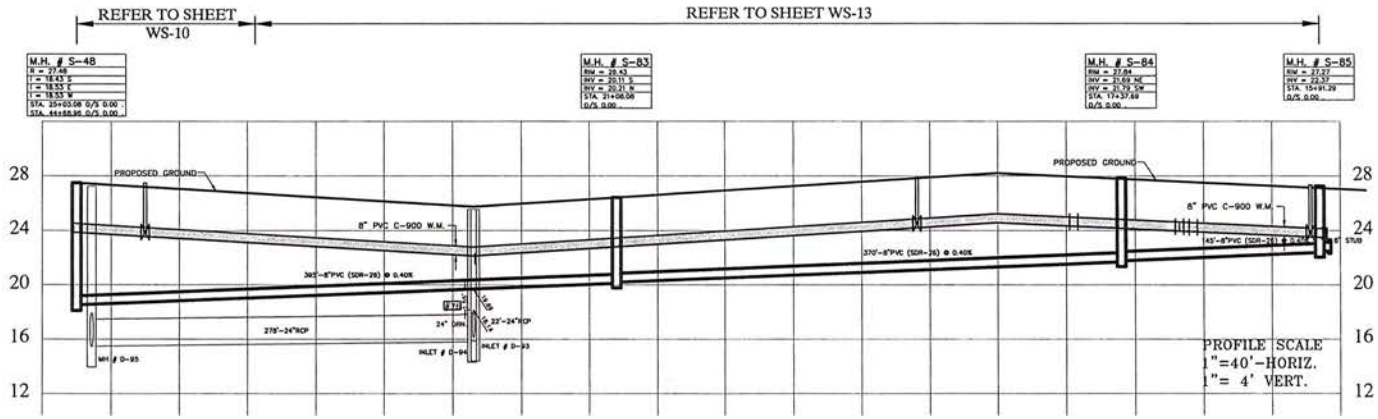
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0003591
DATE

JOB # 7138
SHT.NO. WS-23
OF SHEETS



CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REV	DATE	BY
REV PER CITY OF PSLUSD	9/23/16	BAH
REV PER CITY OF PSLUSD	8/26/16	BAH

REVISIONS

FILE NAME 7138DIC.dwg

CAULFIELD & WHEELER, INC.
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LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
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SANITARY SEWER PROFILES
FLORIDA

DATE 2/10/16
DRAWN BY BAH
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SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO.
WS-24
OF SHEETS

MINIMUM SEPARATION BETWEEN PSLUSD FACILITIES AND OTHER UTILITIES

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (3), VACUUM SANITARY SERVICE	WATER MAIN — 10' MINIMUM	WATER MAIN — 12" MINIMUM	WATER MAIN — 6' MINIMUM
ALL OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO: STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2), TELEPHONE, CABLE TV, POWER, ETC.	PSLUSD FACILITY (4) — 3' MINIMUM	PSLUSD FACILITY (4) — 12" MINIMUM	WATER MAIN — 6' MINIMUM
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10' MINIMUM	-----	-----

(1) WATER MAIN SHOULD CROSS OVER OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18".

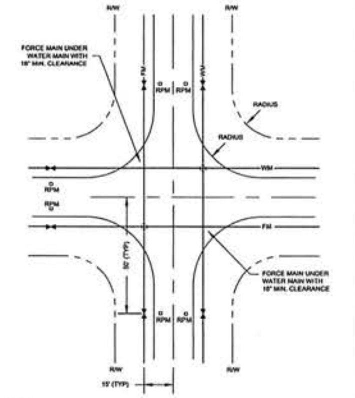
(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.

(3) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.

(4) A PSLUSD FACILITY INCLUDES MAINS AND STRUCTURES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER. WHEN A GRAVITY SEWER IS TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE GREATER THAN 15" DIAMETER A MINIMUM HORIZONTAL SEPARATION OF 15' SHALL BE MAINTAINED. GREATER SEPARATION MAY BE REQUIRED BY PSLUSD FOR PIPES LARGER THAN 24" IN DIAMETER. WHEN A FORCE MAIN OR RECLAIMED WATER MAIN IS TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE A MINIMUM HORIZONTAL SEPARATION OF 5' SHALL BE MAINTAINED. A GREATER SEPARATION MAY BE REQUIRED FOR DRAINAGE PIPES LARGER THAN 48" IN DIAMETER.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

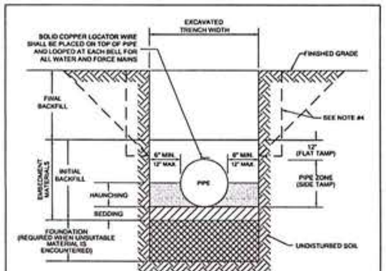
STANDARD SEPARATION REQUIREMENTS



NOTES:
1. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE PER PSLUSD SPECIFICATIONS. WATER RPM'S "BLUE" AND SEWER RPM'S "GREEN".
2. RPM NOT TO BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.
3. WIDER RIGHTS-OF-WAY MAY REQUIRE ADJUSTMENT OF VALVE LOCATIONS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

VALVE LOCATION GUIDELINES FOR INTERSECTIONS



NOTES:

1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.

2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.

3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.

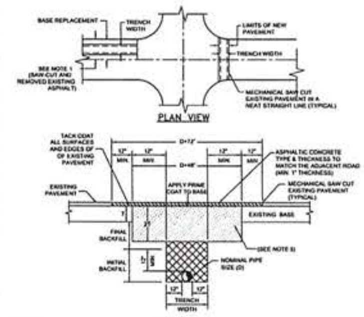
4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

5. AN APPROVED LOCATOR WIRE SHALL BE USED.

6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

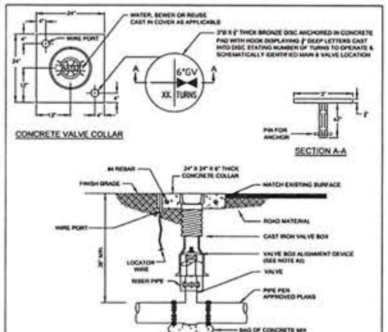
STANDARD PIPE TRENCH CROSS SECTION



NOTES:
1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, WITH FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHEN AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHEN STREETS OTHER THAN ARTERIALS OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES AT THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE. TWO OPEN CUTS OR LESS AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALT ONLY IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS AND RPM'S PRIOR TO OVERLAY. THE CONTRACTOR SHALL THEN PLACE NEW PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE TO F.D.O.T. STANDARDS.
5. COQUINA OR LIMEROCK (10" MIN.) LBR=100
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS. ALL BACKFILL SHALL MEET DENSITY REQUIREMENTS OF 100% T-180.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

UTILITY ROAD CUT PAVEMENT RESTORATION



NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 30", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 24"-30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.

2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.

3. BOLT DOWN COVER SHALL BE USED IN ALL AREAS.

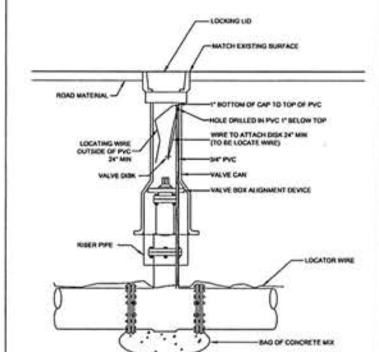
4. C900 P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.

5. RPM'S SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.

6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

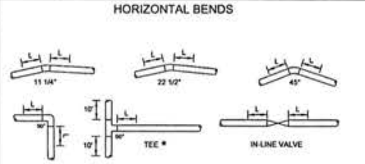
TYPICAL VALVE BOX AND COLLAR



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

TYPICAL VALVE BOX IN ROADWAY

HORIZONTAL BENDS



HORIZONTAL - L (FEET)						
DIAMETER	11-1/4°	22-1/2°	45°	90°	TEE* (BRANCH)	VALVES OR DEAD END
4"	2	4	8	18	20	39
6"	3	5	11	25	36	55
8"	4	7	14	33	52	72
10"	4	8	16	39	63	87
12"	5	9	19	45	80	102
14"	6	11	21	51	93	116
16"	6	12	24	57	107	131
18"	7	13	26	63	120	145
20"	7	14	28	68	133	158
24"	8	16	33	79	157	185
30"	10	19	39	93	192	222
36"	11	21	44	108	225	257
42"	12	24	49	117	254	289
48"	13	26	53	128	283	321

NOTES:

1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 2 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- MINIMUM COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI
- * SIZE ON SIZE TEE & 5' LENGTH ALONG RUN

2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)

CITY OF PORT ST. LUCIE PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REVISIONS PER CITY OF PSLUSD REVIEW	10/25/2016	OLG
REVISIONS PER CITY OF PSLUSD REVIEW	9/23/2016	OLG
REVISIONS PER CITY OF PSL REVIEW	8/26/2016	OLG

FILE NAME 7138WSDETAILS.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE GENERAL WATER & SANITARY SEWER SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

DATE 7/26/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000359
DATE

JOB # 7138
SHT.NO. WS-25
OF SHEETS

REDUCER

L = RESTRAINED LENGTH AT LARGEST SIZE OF REDUCER (FEET)

DIAMETER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"	30"	36"	42"	48"
4"		29	52	71	89	105	121	136	151	179	217	253	285	318
6"			31	53	74	93	111	127	143	172	211	249	282	315
8"				29	54	75	95	114	131	163	204	243	277	310
10"					30	55	78	98	117	151	195	235	271	305
12"						30	58	79	100	137	184	226	263	299
14"							30	55	79	120	171	216	255	292
16"								30	55	101	156	204	245	283
18"									30	80	140	190	233	273
20"										56	121	175	221	263
24"											78	141	192	238
30"												78	140	194
36"													75	129
42"														75

NOTES:

1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

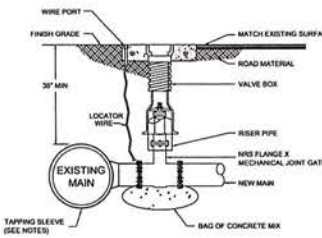
- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- MINIMUM COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI

2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER OF RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. DIVISION LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6486 FAX (772) 873-6423

PIPELINE RESTRAINT REQUIREMENTS (REDUCER)

DETAIL: G-09
DATE: 2010
SCALE: N.T.S.
SHEET: 1 OF 1



NOTES:

1. THE VALVE BOX AND COLLAR SHALL BE IN ACCORDANCE WITH STANDARD DETAIL G-07.
2. THRUST BLOCKS MAY BE REQUIRED AT THE UTILITY'S DIRECTION. (CASE BY CASE)
2. NO TAP WILL BE ALLOWED CLOSER THAN 5 FEET FROM ANY JOINT, FITTING OR EXISTING TAP ALONG THE MAIN.
4. ALL COUPONS MUST BE PROVIDED TO PSLUSD WITH DATE, LOCATION AND PIPE SIZE DOCUMENTED.
5. SIZE ON SIZE TAPS ARE NOT ALLOWED UNLESS APPROVED IN WRITING BY PSLUSD.

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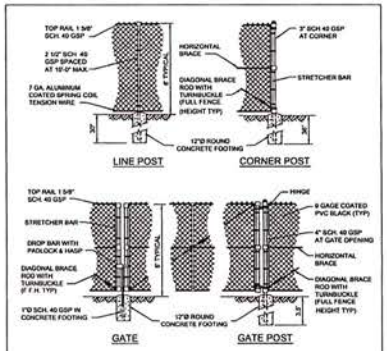
900 S.E. DIVISION LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6486 FAX (772) 873-6423

TAPPING SLEEVE AND VALVE ASSEMBLY

DETAIL: G-10
DATE: 2010
SCALE: N.T.S.
SHEET: 1 OF 1



NOTES:

1. AN CHAIN LINK FENCE, AT LEAST 6' HIGH SHALL BE PROVIDED.
2. COATED STEEL WOVEN WIRE FABRIC SHALL BE STRETCHED TAUT WITH STRETCHER BARS AND STRAPS, FASTENED TOP & BOTTOM AT LINE POSTS WITH GALVANIZED PIG RING TIES.
3. THE GATE SHALL BE SEMI-TRANSPARENT TO ALLOW FOR VISUAL INSPECTION BY PSLUSD.
4. GATES TO BE SECURED OPEN WITH GATE STOP SET IN CONCRETE.
5. ALL MATERIAL SHALL BE BLACK IN COLOR.

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900 S.E. DIVISION LANE
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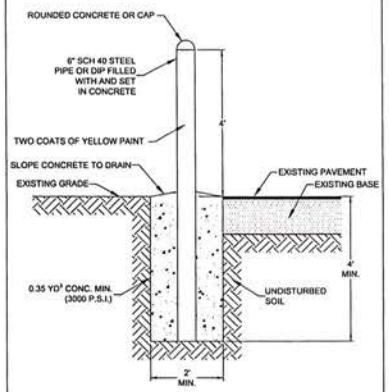
PHONE (772) 873-6486 FAX (772) 873-6423

FENCE DETAILS

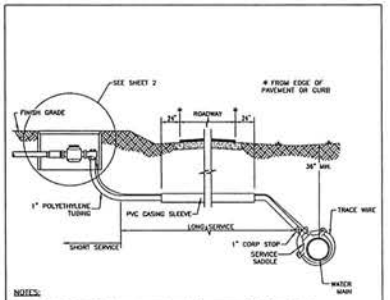
DETAIL: G-11
DATE: 2010
SCALE: N.T.S.
SHEET: 1 OF 1



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. DIVISION LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6486 FAX (772) 873-6423

BOLLARD DETAIL

FILE NAME: G-12
DATE: 2010
SCALE: N.T.S.
SHEET: 1 OF 1



NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE A MINIMUM OF 18" ON CENTER.
2. ALL SERVICES REQUIRE 36" MINIMUM COVER AT ALL POINTS ALONG SERVICE.
3. 1"Ø SERVICES REQUIRE A 2" MINIMUM I.D. CASING PIPE. CASING PIPE SHALL BE SCHEDULE 40 PVC.
4. TRACE WIRE TO BE INSTALLED AS PER THIS DETAIL.
5. METERS SHALL BE LOCATED IMMEDIATELY OUTSIDE THE PROPERTY LINE IN THE RIGHT-OF-WAY UNLESS OTHERWISE DIRECTED BY PSLUSD (SEE SHEET 2).

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
900 S.E. DIVISION LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6486 FAX (772) 873-6423

RESIDENTIAL WATER SERVICE CONNECTION

DETAIL: W-41
DATE: 2010
SCALE: N.T.S.
SHEET: 1 OF 2

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
1 REVISIONS PER CITY OF PSLUSD REVIEW	10/25/2016	GLS
2 REVISIONS PER CITY OF PSLUSD REVIEW	8/31/2016	GLS
3 REVISIONS PER CITY OF PSL REVIEW	8/26/2016	GLS

FILE NAME: F:\PROJECTS\WS.dwg

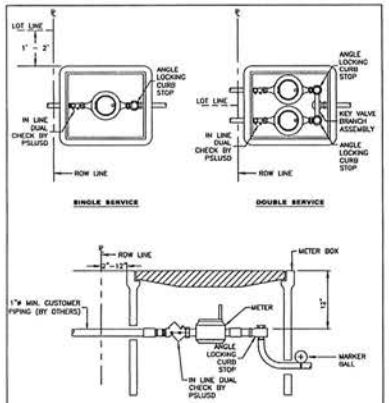
CALLFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
1900 SLATES ROAD - SUITE 100
ROCK SLATES ROAD - SUITE 100
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
GENERAL WATER & SANITARY SEWER SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

DATE	7/26/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG. NO. EB-0003591
DATE

JOB # 7138
SHT. NO.
WS-26
OF SHEETS



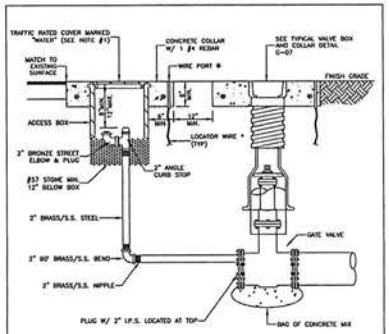
NOTES:

1. METER SHALL BE PURCHASED FROM AND INSTALLED BY PSLUSD.
2. LOCATE MARKER BALL WITH TIE STRAPS ARE TO BE PLACED AS SHOWN.
3. A KEY VALVE BRANCH ASSEMBLY SHALL BE PROVIDED BY CONTRACTOR FOR DOUBLE SERVICES.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

RESIDENTIAL WATER SERVICE CONNECTION

DETAIL: W-01 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 2



* WIRE PORT / LOCATOR WIRE NOT REQUIRED IF SEPARATION BETWEEN THE VALVE BOX AND ACCESS BOX IS 8' OR LESS.

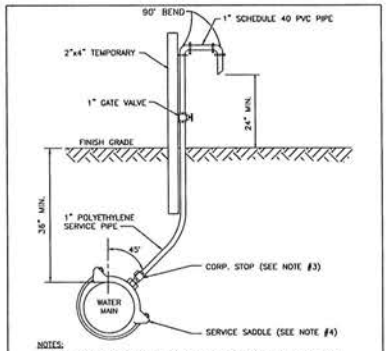
NOTES:

1. COVER SHALL BE PAINTED BLUE FOR "WATER".

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

BLOW-OFF ASSEMBLY

DETAIL: W-04 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1



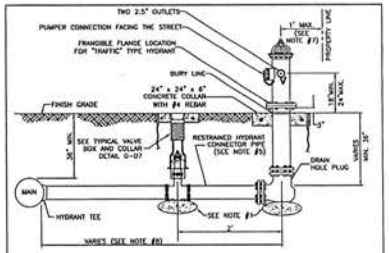
NOTES:

1. SAMPLING POINTS SHALL BE LOCATED AS SHOWN ON PLANS APPROVED BY PSLUSD AND AS REQUIRED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
2. THE EXCAVATED HOLE FOR THIS INSTALLATION SHALL BE BACKFILLED TO FINISHED GRADE PRIOR TO DISCHARGING ANY WATER ON THE GROUND.
3. AFTER BACTERIOLOGICAL CLEARANCE IS RECEIVED, THE CONTRACTOR SHALL TURN CORPORATION STOP OFF, REMOVE TUBING AND PLUG CORPORATION STOP WITH BRASS PLUG/CAP.
4. NO DIRECT TAPS SHALL BE PERMITED.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

WATER SAMPLING POINT

DETAIL: W-05 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1



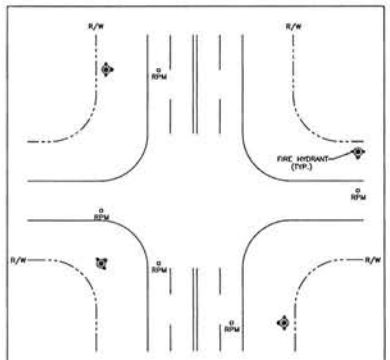
NOTES:

1. A FIRM BASE CONSISTING OF BAGS OF CONCRETE MIX SHALL BE PLACED UNDER THE HYDRANT AND VALVES.
2. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502, DRY BARREL "BREAK-AWAY" TYPE WITH 5 1/4" VALVE OPENING.
3. THE MINIMUM BURY DEPTH SHALL BE 36 INCHES.
4. HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600. THE HYDRANTS SHALL BE PAINTED BY THE MANUFACTURER WITH 2 COATS (min.).
5. VERTICAL BENDS MAY BE NECESSARY TO OBTAIN COVER UNDER SWALES OR AT HYDRANT LOCATION. VERTICAL BENDS OR OFFSETS ARE INCLUDED IN HYDRANT ASSEMBLY. ALL BENDS MUST BE RESTRAINED.
6. CONNECTOR PIPE AND ANY REQUIRED VERTICAL BENDS SHALL HAVE AN ANCHORING FEATURE ON BOTH ENDS SO THAT WHEN USED WITH M.J. SPLIT GLANDS, A RESTRAINED JOINT IS PROVIDED.
7. WHEN INSTALLED WITH SIDEWALK OR CURB , PROVIDE MIN. 2 FOOT CLEARANCE TO ANY PORTION OF THE HYDRANT, UTILIZING THE SIDE LOT EASEMENT IF NECESSARY.
8. A GATE VALVE SHALL BE INSTALLED WITHIN 2 FEET OF THE FIRE HYDRANT. IF DISTANCE FROM THE WATER MAIN TO THE FIRE HYDRANT IS GREATER THAN 20 FEET, A SECOND GATE VALVE SHALL BE INSTALLED WITHIN 2 FEET OF THE MAIN.
9. ANY DEVIATIONS FROM THE CRITERIA ABOVE REQUIRE A WRITTEN RECOMMENDATION FROM THE ENGINEER-OF-RECORD AND WRITTEN APPROVAL BY PSLUSD.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

FIRE HYDRANT ASSEMBLY

DETAIL: W-06 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1



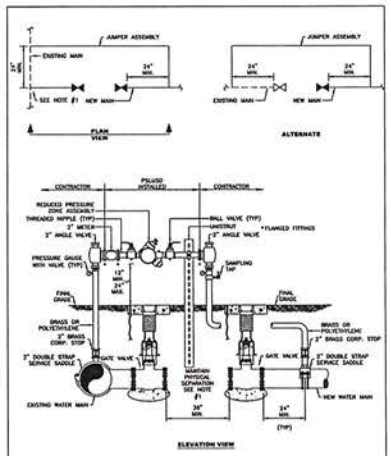
NOTES:

1. MARKER COLOR IS BLUE. PLACE IN CENTER OF THE LANE CLOSEST TO THE HYDRANT.
2. IF HYDRANT IS LOCATED WITHIN THE RADIUS OF AN INTERSECTION PLACE A MARKER ON EACH ROADWAY IN THE CENTER LANES CLOSEST TO THE HYDRANT.
3. MARKER IS PLACED PERPENDICULAR (90 DEGREES) TO THE HYDRANT.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

FIRE HYDRANT REFLECTIVE PAVEMENT MARKER PLACEMENT GUIDELINE

DETAIL: W-08 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

TEMPORARY JUMPER CONNECTION (UP TO 8" PIPE)

DETAIL: W-09 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 2

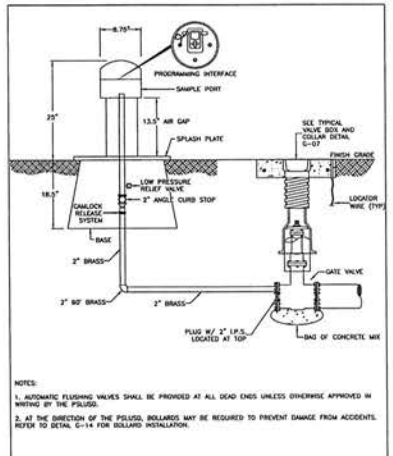
NOTES:

1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE PSLUSD WATER MAINS AND PROPOSED NEW WATER MAINS. A PHYSICAL SEPARATION SHALL BE MAINTAINED EXCEPT AS NOTED IN #5 BELOW. THE PROCEDURES ARE APPLICABLE WHEN CONNECTING TO AN EXISTING PSLUSD WATER MAIN, WHETHER BY TAPPING TEE AND VALVE OR BY CONTINUATION OF A PLUGGED STUB OUT WITH AN EXISTING GATE VALVE.
2. THE CONTRACTOR SHALL CONTACT THE PSLUSD REGARDING SCHEDULING OF REQUIRED INSPECTIONS RELATING TO THE CONNECTION. PSLUSD INSPECTIONS ARE SPECIFICALLY REQUIRED FOR TIE-INS OR WET TAPS TO EXISTING WATER MAINS, JUMPER INSTALLATION, FLUSHING, PRESSURE TESTING, DISINFECTION, SAMPLING, PLUGGING OF SAMPLING POINTS AND PERMANENT CONNECTION OF THE NEW WATER MAIN. THE CONTRACTOR SHALL FOLLOW ALL PROCEDURES STRICTLY IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS MANUAL.
3. THE TEMPORARY JUMPER ASSEMBLY (FLANGE TO FLANGE) WILL BE SUPPLIED, INSTALLED AND TESTED BY THE PSLUSD, IN COORDINATION WITH THE ENGINEER OF RECORD AND CONTRACTOR. OTHER MATERIALS AND INSTALLATION REQUIRED FOR THE CONNECTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. DIRECT UNDERGROUND FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT TYPE. ALL MATERIALS SHALL BE PER THE PSLUSD APPROVED QUALIFIED PRODUCTS LIST. THE JUMPER CONNECTION SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE ASSEMBLY IS REMOVED BY THE PSLUSD.
4. ALL NEW WATER MAINS SHALL BE DOUBLE PSLUSD FLUSHED, PRESSURE TESTED AND DISINFECTED. NEW MAIN SHALL NOT BE PLACED INTO SERVICE UNTIL THE BACTERIOLOGICAL TEST RESULTS ARE SATISFACTORY AND A WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE PSLUSD.
5. A PHYSICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE EXISTING MAIN AND NEW MAIN, EXCEPT AS NOTED HEREIN. IF THE NEW MAIN IS OF A SIZE OR LENGTH THAT PRELIMINARY FLUSHING CANNOT BE EFFECTIVELY ACCOMPLISHED WITH THE JUMPER CONNECTION, MORE THAN ONE JUMPER MAY BE USED AS DETERMINED BY THE EOR OR, THE PSLUSD MAY ALLOW A PHYSICAL CONNECTION UNDER CONTROLLED CONDITIONS AS FOLLOWS:
   a. THE PROCEDURE WILL BE CONDUCTED BY THE CONTRACTOR IN THE PRESENCE OF A PSLUSD INSPECTOR AND THE ENGINEER OF RECORD (OR HIS OR HER REPRESENTATIVE).
   b. THE NEW VALVE(S) SHOWN IN THIS DETAIL SHALL BE PRESSURE/LEAKAGE TESTED AND REPLACED IF LEAKAGE IS OBSERVED. THE VALVE(S) WILL BE KEPT CLOSED BY THE PSLUSD AND SHALL NOT BE OPERATED BY ANY OTHER THAN PSLUSD PERSONNEL.
   c. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW MAIN.
   d. THE CONTRACTOR SHALL DISINFECT THE PIPE AND FITTINGS USED TO MAKE THE CONNECTION BY SPRAYING AND SWABBING WITH CHLORINE.
   e. ALL VALVES IN THE NEW SYSTEM DOWNSTREAM OF THE JUMPER SHALL BE OPENED BY THE CONTRACTOR PRIOR TO FLUSHING. THE VALVES SHOWN IN THIS DETAIL SHALL BE OPENED BY PSLUSD PERSONNEL ONLY.
   f. THE FLUSHING AND FLUSHING SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF A PSLUSD INSPECTOR. THE VALVES WILL BE CLOSED BY PSLUSD PERSONNEL AFTER THE MAIN HAS BEEN FLUSHED.
6. FOR WATER MAINS SHALL BE PRESSURE TESTED AFTER FLUSHING AND PRIOR TO DISINFECTION. ALL VALVES SHALL REMAIN CLOSED DURING THE PRESSURE TEST AND WILL NOT BE OPENED UNTIL THE RESULTS OF PRESSURE TESTING AND BACTERIOLOGICAL TESTING ARE SATISFACTORY AND THE SYSTEM HAS BEEN ACCEPTED FOR OPERATION BY THE PSLUSD.
7. DISINFECTION SHALL BE CONDUCTED IN ACCORDANCE WITH AWWA C651. A MINIMUM PRESSURE OF 20 PSI SHALL BE MAINTAINED IN THE NEW MAIN AFTER DISINFECTION.
8. CONNECTION TO EXISTING MAINS SHALL NOT BE MADE PRIOR TO BACTERIOLOGICAL CLEARANCE AND UNTIL APPROVED BY THE PSLUSD.
9. UPON BACTERIOLOGICAL CLEARANCE, THE SAMPLING POINTS SHALL BE REMOVED AND PLUGGED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE THE PERMANENT CONNECTION IN THE PRESENCE OF A PSLUSD INSPECTOR. ONCE THE CONNECTION WAS PREVIOUSLY MADE AS PER #5 ABOVE, THE PIPE AND FITTINGS FOR CONNECTION SHALL BE DISINFECTED BY SPRAYING AND SWABBING WITH CHLORINE. THE JUMPER ASSEMBLY (FLANGE TO FLANGE) WILL BE REMOVED BY THE PSLUSD IN COORDINATION WITH THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE THE REST OF THE JUMPER CONNECTION PIPING AND PLUG THE CORPORATION STOP VALVES.
10. TEMPORARY JUMPER CONNECTION FOR PIPES OVER 8" NOMINAL DIAMETER TO BE DESIGNED BY EOR AND SHOWN ON PLANS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

TEMPORARY JUMPER CONNECTION

DETAIL: W-09 | DATE: 2010 | SCALE: N.T.S. | SHEET: 2 OF 2



NOTES:

1. AUTOMATIC FLUSHING VALVES SHALL BE PROVIDED AT ALL DEAD ENDS UNLESS OTHERWISE APPROVED IN WRITING BY THE PSLUSD.
2. AT THE DIRECTION OF THE PSLUSD, BOLLARDS MAY BE REQUIRED TO PREVENT DAMAGE FROM ACCIDENTS. REFER TO DETAIL G-14 FOR BOLLARD INSTALLATION.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 121 S.E. OWENS LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6440 FAX (772) 873-6422

AUTOMATIC FLUSHING VALVE FOR WATER MAINS

DETAIL: W-11 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1

CITY OF PORT ST. LUCIE PROJECT NO. (P16-129)

BY	DATE	REVISIONS
GS	10/25/2016	REVISIONS PER CITY OF PSLUSD REVIEW
GS	8/24/2016	REVISIONS PER CITY OF PSL REVIEW
GS	8/24/2016	REVISIONS PER CITY OF PSL REVIEW
BY	DATE	REVISIONS

FILE NAME: 2130WSDETAILS.dwg

CAULFIELD & WHEELER, INC.
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7978 N. FEDERAL HWY., STE. B-103
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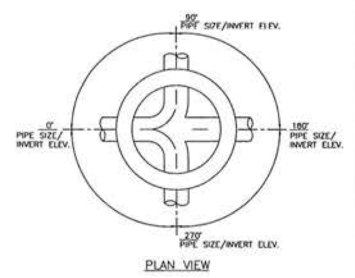
ENCORE AT TRADITION PLAT ONE
WATER DISTRIBUTION
SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

DATE	7/26/16
DRAWN BY	BAH
F.B. / PG.	N/A
SCALE	N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000358
DATE

JOB # 7138
SHT. NO. WS-27
OF SHEETS



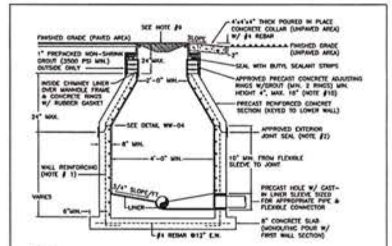
NOTES:

1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES.

2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM.

3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

INVERT FLOW CHANNELS FOR MANHOLES



NOTES:

1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C-478, LATEST REVISION.

2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL WW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.

3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.

4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.

5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL WW-01).

6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED ONCE MANHOLE IS IN PLACE.

7. A MINIMUM OF 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.

8. MANHOLE AND BASE WILL BE LINED INSIDE WITH AN APPROVED LINER SYSTEM.

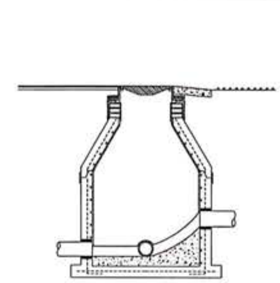
9. AN APPROVED COVER & FRAME SHALL BE PROVIDED. APPROVED INSIDE MANHOLE CHIMNEY SEALANT SHALL BE APPLIED OVER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.

10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.

11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.

CONT. ON SHEET 2 OF 2

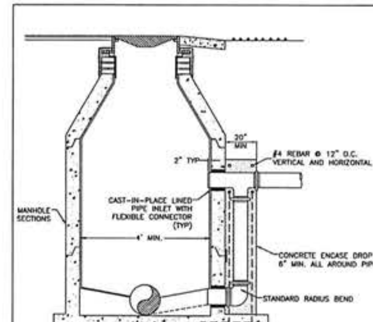
STANDARD PRECAST MANHOLE



NOTES:

12. THE MANHOLE SHALL BE CONSTRUCTED AS SHOWN IN THIS DETAIL WHERE THE DROP IN INVERT EXCEEDS 0.1' BUT IS LESS THAN 2'. FOR DROPS 2' OR GREATER A DROP CONNECTION PER DETAIL WW-03 SHALL BE USED.

STANDARD PRECAST MANHOLE (DROP)



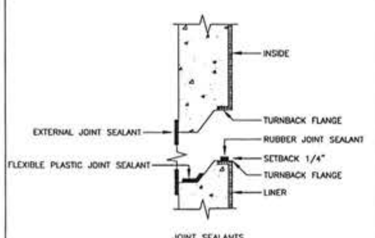
NOTES:

1. A DROP CONNECTION IS REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2' OR HIGHER THAN THE MAIN INVERT CHANNEL. MANHOLES WITH A DROP 2.0 FEET OR LESS SHALL BE IN ACCORDANCE WITH DETAIL WW-02. AN OUTSIDE DROP CONNECTION SHALL BE PROVIDED UNLESS AN INSIDE DROP CONNECTION IS APPROVED BY PSLUSD.

2. MANHOLE CONSTRUCTION SHALL BE IN ACCORDANCE WITH DETAIL WW-02.

3. PVC SDR 26 PIPE WITH PVC SDR 26 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.

OUTSIDE DROP MANHOLE

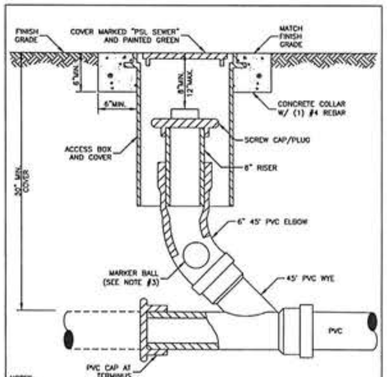


NOTES:

1. APPROVED JOINT SEALANTS SHALL BE USED.

2. WELDED CAP STRIPS AT JOINTS MAY BE ACCEPTABLE IF APPROVED IN WRITING BY PSLUSD.

MANHOLE / WETWELL JOINT DETAIL



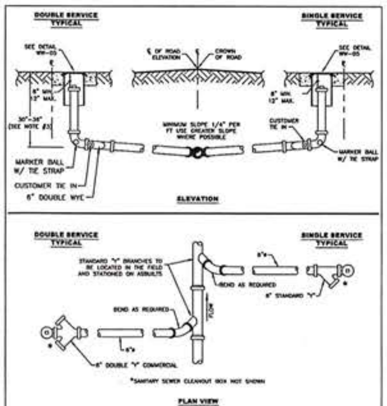
NOTES:

1. AN ACCESS BOX AND COVER SHALL BE USED.

2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILTY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.

3. MARKER BALL SHALL BE STRAPPED TO THE ELBOW.

SANITARY SEWER CLEANOUT

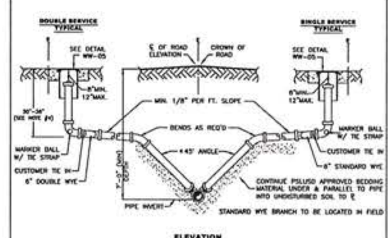


NOTES:

1. SANITARY SEWER LATERALS SHALL BE 6" IN DIAMETER.

2. THE ENGINEER OF RECORD SHALL ENSURE THAT THE PROPOSED PLUMBING STUB-OUT ELEVATION FOR EACH BUILDING WILL ALLOW FOR A GRAVITY CONNECTION TO THE SANITARY SEWER LATERAL WITH THE REQUIRED SLOPE. HORIZONTAL AND VERTICAL SEPARATION SHALL BE MAINTAINED AS REQUIRED IN THE UTILITY STANDARDS MANUAL.

SANITARY SEWER LATERAL (SHALLOW)



NOTES:

1. PSLUSD APPROVED BEDDING MATERIAL SHALL BE USED FOR EXCAVATION BACK FILL.

2. LOCATE MARKER BALL WITH TIE STRAPS TO BE ATTACHED TO 6" ELBOW.

3. THE ENGINEER OF RECORD SHALL ENSURE THAT THE PROPOSED PLUMBING STUB-OUT ELEVATION FOR EACH BUILDING WILL ALLOW FOR A GRAVITY CONNECTION TO THE SANITARY SEWER LATERAL WITH THE REQUIRED SLOPE. HORIZONTAL AND VERTICAL SEPARATION SHALL BE MAINTAINED AS REQUIRED IN THE UTILITY STANDARDS MANUAL.

SANITARY SEWER LATERAL (DEEP)

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

REVISIONS	DATE	BY
REVISIONS PER CITY OF PSLUSD REVIEW	10/25/2016	CLG
REVISIONS PER CITY OF PSLUSD REVIEW	9/23/2016	CLG
REVISIONS PER CITY OF PSL REVIEW	8/26/2016	CLG

FILE NAME 7138WSDETAILS.dwg

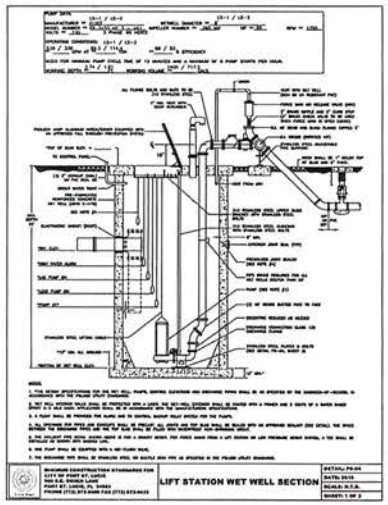
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ENCORE AT TRADITION PLAT ONE
SANITARY SEWER SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

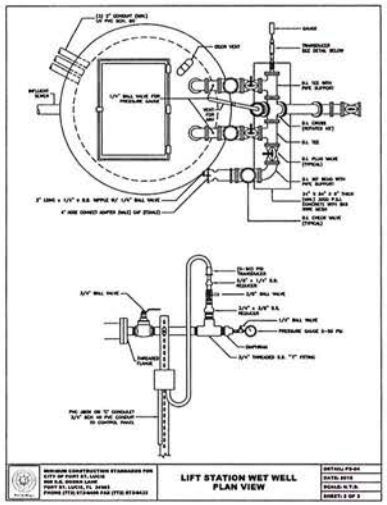
DATE 7/26/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000350
DATE

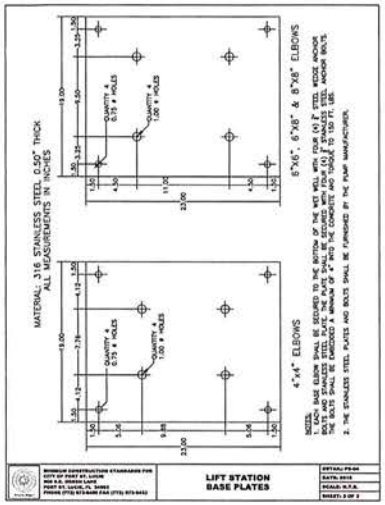
JOB # 7138
SHT.NO. WS-28
OF SHEETS



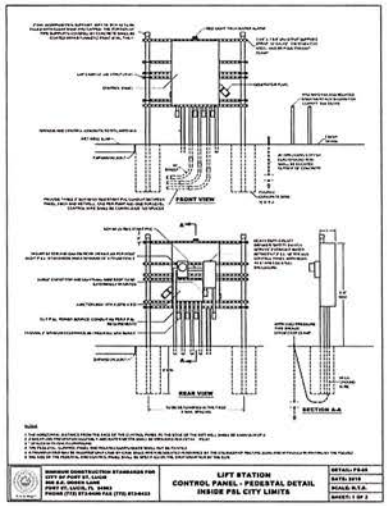
LIFT STATION WET WELL SECTION



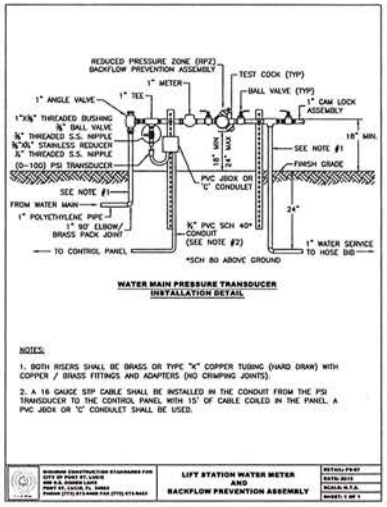
LIFT STATION WET WELL PLAN VIEW



LIFT STATION BASE PLATES



LIFT STATION CONTROL PANEL - PEDESTAL DETAIL INSIDE PSL CITY LIMITS



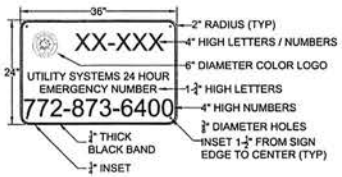
WATER MAIN PRESSURE TRANSDUCER INSTALLATION DETAIL

NOTES:

1. BOTH RISERS SHALL BE BRASS OR TYPE "K" COPPER TUBING (HARD DRAW) WITH COPPER / BRASS FITTINGS AND ADAPTERS (NO CRIMPING JOINTS).

2. A 16 GAUGE STP CABLE SHALL BE INSTALLED IN THE CONDUIT FROM THE PSI TRANSDUCER TO THE CONTROL PANEL WITH 15' OF CABLE COILED IN THE PANEL. A PVC JBOX OR "C" CONDULET SHALL BE USED.

LIFT STATION WATER METER AND BACKFLOW PREVENTION ASSEMBLY



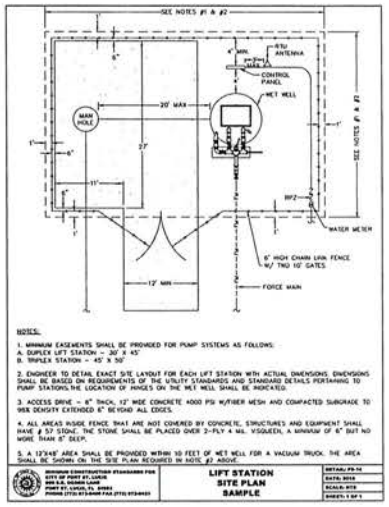
NOTES:

1. LIFT STATION DESIGNATION WILL BE ASSIGNED BY PSLUSD.

2. THE SIGN SHALL BE ¼" ALUMINUM WITH REFLECTIVE WHITE BACKGROUND AND BLACK LETTERING.

3. THE SIGN SHALL BE MOUNTED ON LIFT STATION GATE OR FENCE A MINIMUM 48" FROM BOTTOM OF FENCE AND SHALL BE VISIBLE FROM STREET . THE SIGN SHALL BE PERMANENTLY ATTACHED TO THE FENCE.

LIFT STATION SIGNAGE



NOTES:

1. MINIMUM EASEMENTS SHALL BE PROVIDED FOR PUMP SYSTEMS AS FOLLOWS:
A. DUPLEX LIFT STATION – 30' X 45'
B. TRIPLEX STATION – 45' X 50'

2. ENGINEER TO DETAIL EXACT SITE LAYOUT FOR EACH LIFT STATION WITH ACTUAL DIMENSIONS. DIMENSIONS SHALL BE BASED ON REQUIREMENTS OF THE UTILITY STANDARDS AND STANDARD DETAILS PERTAINING TO PUMP STATIONS. THE LOCATION OF HINGES ON THE WET WELL SHALL BE INDICATED.

3. ACCESS DRIVE – 6" THICK, 12' WIDE CONCRETE 4000 PSI W/FIBER MESH AND COMPACTED SUBGRADE TO 98% DENSITY EXTENDED 6" BEYOND ALL EDGES.

4. ALL AREAS INSIDE FENCE THAT ARE NOT COVERED BY CONCRETE, STRUCTURES AND EQUIPMENT SHALL HAVE # 57 STONE. THE STONE SHALL BE PLACED OVER 2-PLY 4 MIL. VISQUEEN, A MINIMUM OF 6" BUT NO MORE THAN 8" DEEP.

5. A 12'X48' AREA SHALL BE PROVIDED WITHIN 10 FEET OF WET WELL FOR A VACUUM TRUCK. THE AREA SHALL BE SHOWN ON THE SITE PLAN REQUIRED IN NOTE #2 ABOVE.

LIFT STATION SITE PLAN SAMPLE

CITY OF PORT ST. LUCIE PROJECT NO. (P16-129)

4	REVISIONS PER CITY OF PSLUSD REVIEW	10/29/2014	GLG
3	REVISIONS PER CITY OF PSLUSD REVIEW	8/22/2014	GLG
2	REVISIONS PER CITY OF PSL REVIEW	4/23/2013	GLG
1	PSL SUBM. 2013WSCIVLS.dwg	DATE	BY

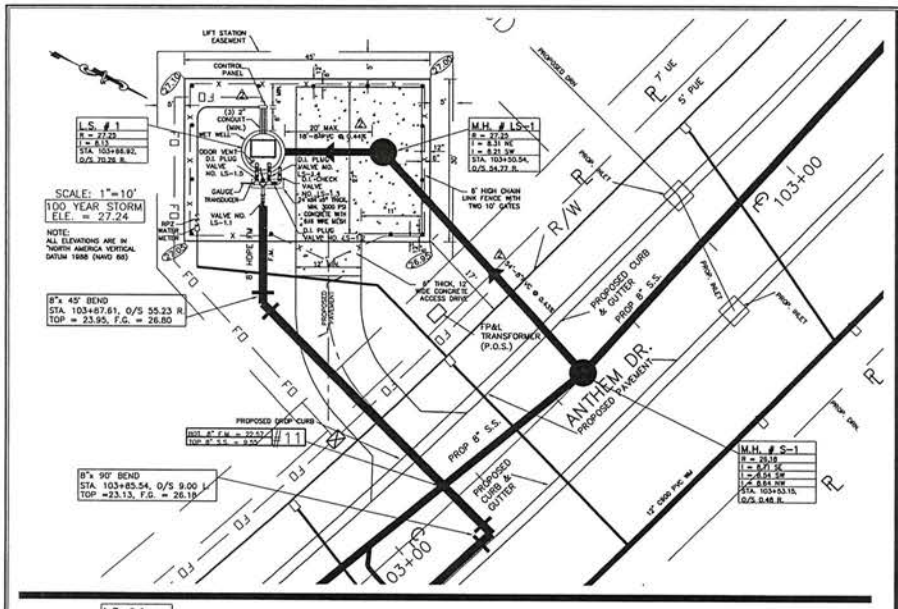
CALLFIELD & WHELELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
2271 CORPORATE BOULEVARD, SUITE 100
BOCA RATON, FLORIDA 33431
PHONE (561)-392-1991 / FAX (561)-750-1452

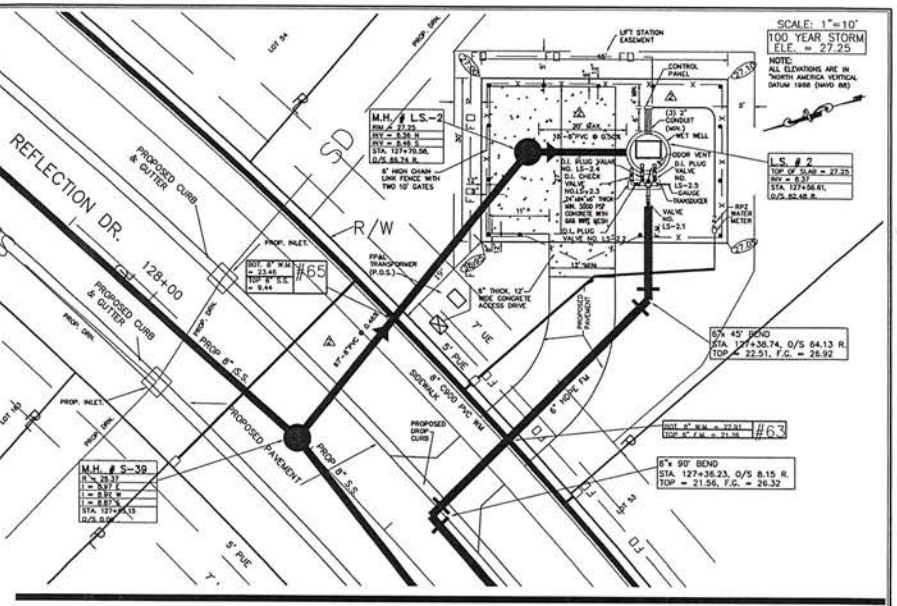
ENCORE AT TRADITION PLAT ONE
LIFT STATION
SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

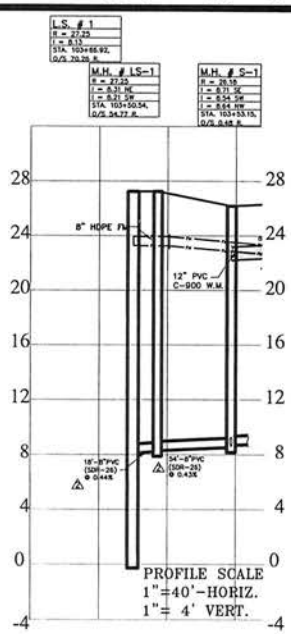
DATE	7/26/16
DRAWN BY	BAH
F.B./ PG.	N/A
SCALE	N.T.S.

JOHN F. WHELELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-0003556
DATE

JOB # 7138
SHT NO. WS-29
OF SHEETS







WET WELL DATA

STATION NUMBER	1
DIAMETER	8'-0"
TOP SLAB ELEV.	27.25
BASE SLAB ELEV.	-(0.27)
INFLUENT ELEV.	8.13
HIGH WATER ALARM	7.63
STANDBY PUMP ON	7.13
DUTY PUMP ON	6.63
BOTH PUMPS OFF	2.89
FINISHED GRADE	27.25
	–
LOCATED ON SHEET	WS-4

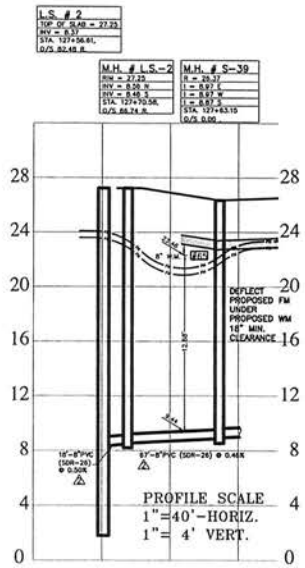
PUMP DATA

PUMP STATION NUMBER	1
PUMP NUMBER	1,2
MAX./MIN. G.P.M.	638/591
MIN./MAX. T.D.H	86/90
MANUFACTURER	FLYGT
MODEL	FP3153HT3
IMPELLER NUMBER	461285
R.P.M.	1755
H.P.	20
SIZE	38"H x 40"W
MAX. SOLID SIZE	3"
PHASE	3
CYCLE	60
VOLTS	230

RTU RECORD DATA

ADDRESS		LOCATION DESCRIPTION (DISTANCES AND DIRECTIONS FROM CENTERLINES AND/OR INTERSECTIONS OF STREETS, CANALS OR EQUAL)	–
GEOGRAPHICAL LOCATION	LAT. 26° ' "N		–
	LONG. 80° ' "W		–
			–
			–
POWER	– WATTS		–
P.S.L. LIFT STATION No.	–		–

LIFT STATION NO. 1



WET WELL DATA

STATION NUMBER	2
DIAMETER	8'-0"
TOP SLAB ELEV.	27.25
BASE SLAB ELEV.	1.80
INFLUENT ELEV.	8.37
HIGH WATER ALARM	7.87
STANDBY PUMP ON	7.37
DUTY PUMP ON	6.87
BOTH PUMPS OFF	4.96
FINISHED GRADE	27.25
	–
LOCATED ON SHEET	WS-12

PUMP DATA

PUMP STATION NUMBER	2
PUMP NUMBER	1,2
MAX./MIN. G.P.M.	339/321
MIN./MAX. T.D.H	114/116
MANUFACTURER	FLYGT
MODEL	FP3153-HT3
IMPELLER NUMBER	461285
R.P.M.	1755
H.P.	20
SIZE	38"H x 40"W
MAX. SOLID SIZE	3"
PHASE	3
CYCLE	60
VOLTS	230

RTU RECORD DATA

ADDRESS		LOCATION DESCRIPTION (DISTANCES AND DIRECTIONS FROM CENTERLINES AND/OR INTERSECTIONS OF STREETS, CANALS OR EQUAL)	–
GEOGRAPHICAL LOCATION	LAT. 26° ' "N		–
	LONG. 80° ' "W		–
			–
			–
POWER	– WATTS		–
P.S.L. LIFT STATION No.	–		–

LIFT STATION NO. 2

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

1	REV PER CITY OF PSLUSD	9/24/16	BAH
0	REV PER CITY OF PSLUSD	8/26/16	BAH
	REVISIONS	DATE	BY

FILE NAME: 7138WC.dwg

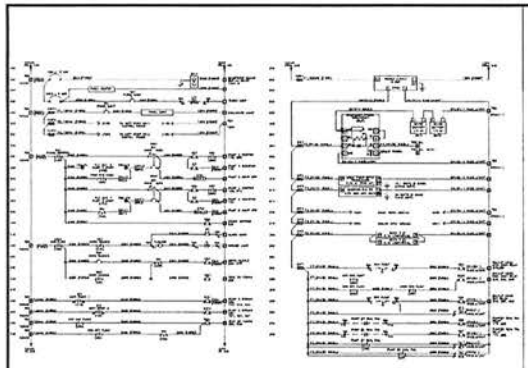
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7978 N. FEDERAL HIGHWAY, SUITE B-1
BOCA RATON, FLORIDA 33487
PHONE (561) 392-1991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
LIFT STATION SITE PLAN & PROFILES
FLORIDA

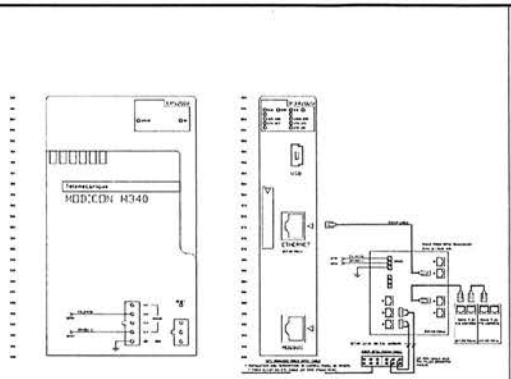
DATE 2/10/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE HORZ.:1"=40' VERT.:1"=4'

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
CHG NO. EB-0003054
DATE

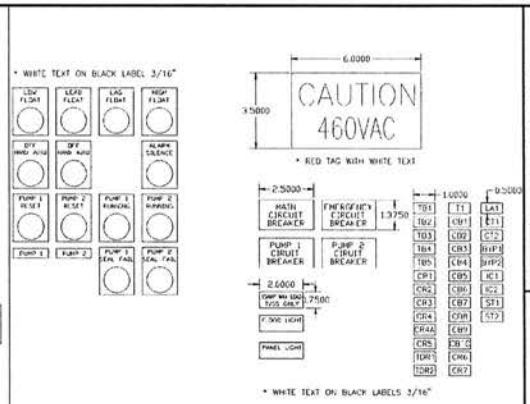
JOB # 7138
SHT.NO.
WS-29A
OF SHEETS



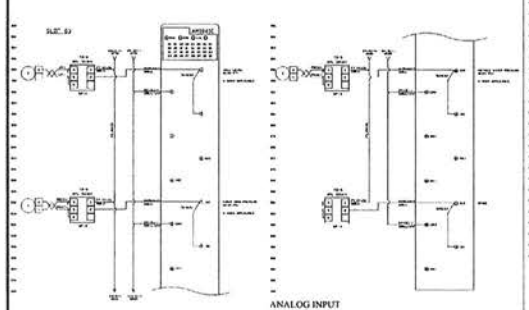
POWER CIRCUITS
120VAC
DUPLEX
PUMP PANEL



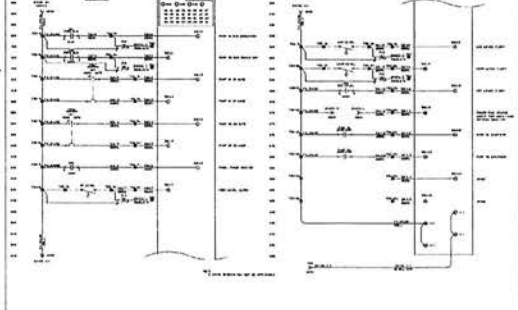
COMMUNICATIONS
FIBER OPTIC
DUPLEX
PUMP PANEL



NAMEPLATE DETAILS
460VAC, 3 PHASE, 60 HERTZ
DUPLEX
PUMP PANEL



ANALOG INPUT
SLOT 3
DUPLEX
PUMP PANEL



DISCRETE INPUTS
SLOT 1
DUPLEX
PUMP PANEL

DISCRETE OUTPUTS
SLOT 2
DUPLEX
PUMP PANEL

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6400 FAX (772) 873-6433

SOFT START WITH FIBER

DETAIL: PS-12
DATE: 2015
SCALE: N.T.S.
SHEET: 1 OF 2

CITY OF PORT ST. LUICE
PROJECT NO. (P16-129)

3	REVISIONS PER CITY OF PSLUSD REVIEW	10/25/2016	GLG
2	REVISIONS PER CITY OF PSLUSD REVIEW	9/23/2016	GLG
1	REVISIONS PER CITY OF PSL REVIEW	8/24/2016	GB
	REVISIONS	DATE	BY

FILE NAME: C:\DWG\FINAL\.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7978 CORPORATE CENTER DRIVE, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)392-1991 / FAX (561)750-1452

ENCORE AT TRADITION PLAT ONE
LIFT STATION
SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

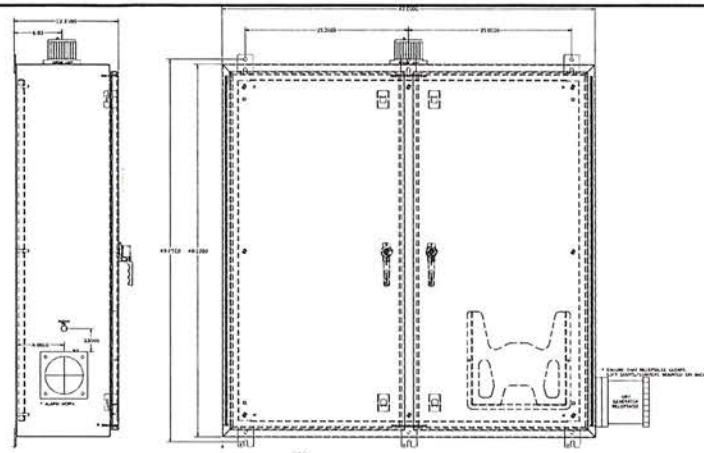
DATE 7/26/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG NO. EB-000356
DATE

JOB # 7138
SHT NO.
WS-30
OF SHEETS

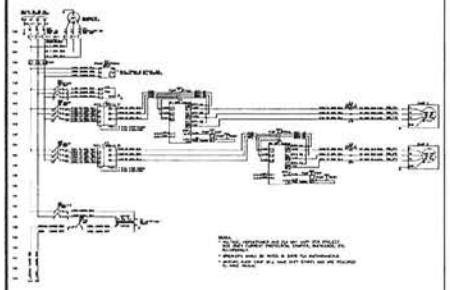
NOTES:
* CR1, CB1, CB2, CB3 & CB4 MAY VARY PER SITE. FUSAGE SIZE ACCORDINGLY.

BILL OF MATERIAL
48 X 48 X 12
DUPLEX
PUMP PANEL

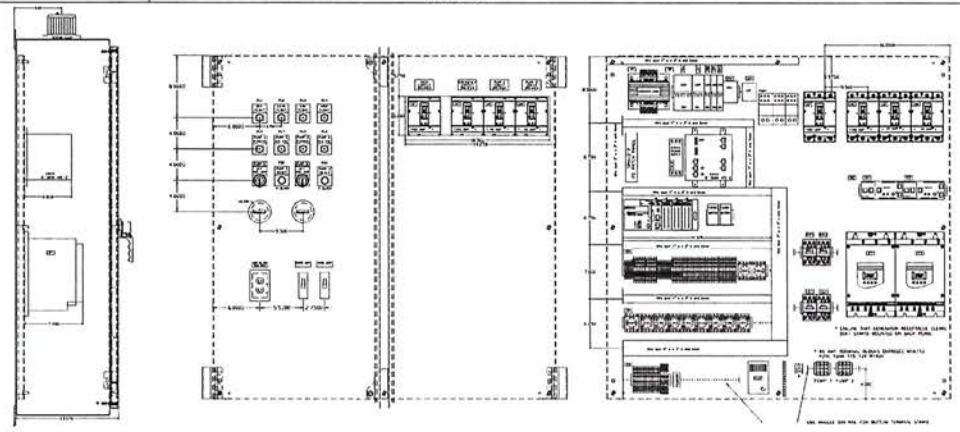


NOTE:
ENCLOSURE DOORS SHALL HAVE DOOR STOPS INCLUDED.
WING-OUT PANELS SHALL HAVE DOOR STOPS INCLUDED.
ENCLOSURE PANELS ARE SUPPLIED WITH DRIP SHIELDS AND FACTORY GASKETS.
APPLY LAMINATED DRAWINGS TO THE INSIDE OF PANEL DOOR.

ENCLOSURE LAYOUT
48 X 48 X 12
DUPLEX
PUMP PANEL



POWER CIRCUITS
460VAC, 3 PHASE, 60 HERTZ
DUPLEX
PUMP PANEL



PANEL LAYOUT
48 X 48 X 12
DUPLEX
PUMP PANEL

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 S.E. OGDEN LANE
PORT ST. LUCIE, FL 34983
PHONE (772) 873-6486 FAX (772) 873-6433

SOFT START WITH FIBER

DETAIL: PS-12
DATE: 2015
SCALE: N.T.S.
SHEET: 2 OF 2

CITY OF PORT ST. LUCIE
PROJECT NO. (P16-129)

3	REVISIONS PER CITY OF PSL/GRU REVIEW	10/23/2018	GLS
2	REVISIONS PER CITY OF PSL REVIEW	8/23/2018	GLS
1	REVISIONS PER CITY OF PSL REVIEW	8/10/2017	GLS
	REVISIONS	DATE	BY

FILE NAME: 7138WS31Sht2.dwg

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7978 N. FEDERAL HIGHWAY, SUITE 190
BOCA RATON, FL 33434
PHONE (561) 392-991 / FAX (561) 750-1452

ENCORE AT TRADITION PLAT ONE
LIFT STATION
SYSTEM DETAILS
PORT ST. LUCIE, FLORIDA

DATE 7/26/16
DRAWN BY BAH
F.B./ PG. N/A
SCALE N.T.S.

JOHN F. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 25478
STATE OF FLORIDA
ENG. NO. EB-000358
DATE

JOB # 7138
SHT.NO.
WS-31
OF SHEETS

CONSTRUCTION PLANS
FOR
WESTERN GROVES - SPINE ROAD
LOCATED AT:
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

STATE MAP
N.T.S.

VICINITY
N.T.S.

NORTH

Sheet List Table

Sheet Number	Sheet Title
C-000	COVER SHEET
C-001	GENERAL NOTES
C-100	EROSION AND SEDIMENTATION CONTROL PLAN
C-101	EROSION AND SEDIMENTATION CONTROL PLAN
C-102	EROSION AND SEDIMENTATION CONTROL DETAILS
C-200	TYPICAL SECTIONS
C-300	OVERALL KEY MAP
C-301	PLAN AND PROFILE
C-302	PLAN AND PROFILE
C-303	PLAN AND PROFILE
C-304	PLAN AND PROFILE
C-305	PLAN AND PROFILE - ENLARGEMENT
C-400	CROSS SECTIONS STA 65+00 - 70+00
C-401	CROSS SECTIONS STA 71+00 - 75+00
C-402	CROSS SECTIONS STA 76+00 - 80+00
C-403	CROSS SECTIONS STA 81+00 - 85+00
C-404	CROSS SECTIONS STA 86+00 - 89+00
C-405	CROSS SECTIONS STA 10+00 - 12+00 (ROAD CWI-PH1N)
C-501	SIGNING AND PAVEMENT MARKING PLAN
C-502	SIGNING AND PAVEMENT MARKING PLAN
C-503	SIGNING AND PAVEMENT MARKING PLAN - ENLARGEMENT
C-600	UTILITY DETAILS
C-601	UTILITY DETAILS
C-602	UTILITY DETAILS
C-603	PAVING, GRADING AND DRAINAGE DETAILS
C-700	PHOTOMETRIC PLAN
C-701	PHOTOMETRIC PLAN
C-702	PHOTOMETRIC DETAILS

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No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

COVER SHEET

SHEET NUMBER
C-000

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY NEED TO NOTIFY.
5.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
7. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
8. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
9. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
12. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
13. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE, UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTORS RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN CITY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. THE CONTRACTOR SHALL DOCUMENT PRE-CONSTRUCTION CONDITIONS OF EXISTING FEATURES IN THE VICINITY OF THE WORK AREA WITH PHOTOGRAPHS OR VIDEO AND CORRESPONDING LOCATION MAP.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING PAVEMENT FROM THE DRAINAGE ASSOCIATED WITH THE CONSTRUCTION ACTIVITIES. ANY AREAS OF PAVING DAMAGED AND DEEMED NECESSARY TO REPLACE BY THE CITY INSPECTOR SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
5. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
6. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
7. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
8. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
9. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
10. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
11. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
15. ALL CUT OR FILL SLOPES SHALL BE 3 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
18. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
19. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.
20. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
21. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

WATER AND SEWER UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

EROSION CONTROL NOTES

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

EROSION CONTROL NOTES (CONT.)

13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED. △1
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS / ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

VERTICAL DATUM
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DIAL 811
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△1 PORT ST. LUCIE PROJECT #16-129

No	REVISIONS	DATE	BY
△4	UTILITY COMMENTS	11/11/2016	YXY
△3	UTILITY COMMENTS	10/18/2016	YXY
△2	CITY COMMENTS	09/30/2016	YXY
△1	CITY COMMENTS	09/07/2016	YXY

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WWW.KIMLEY-HORN.COM CA 00000696

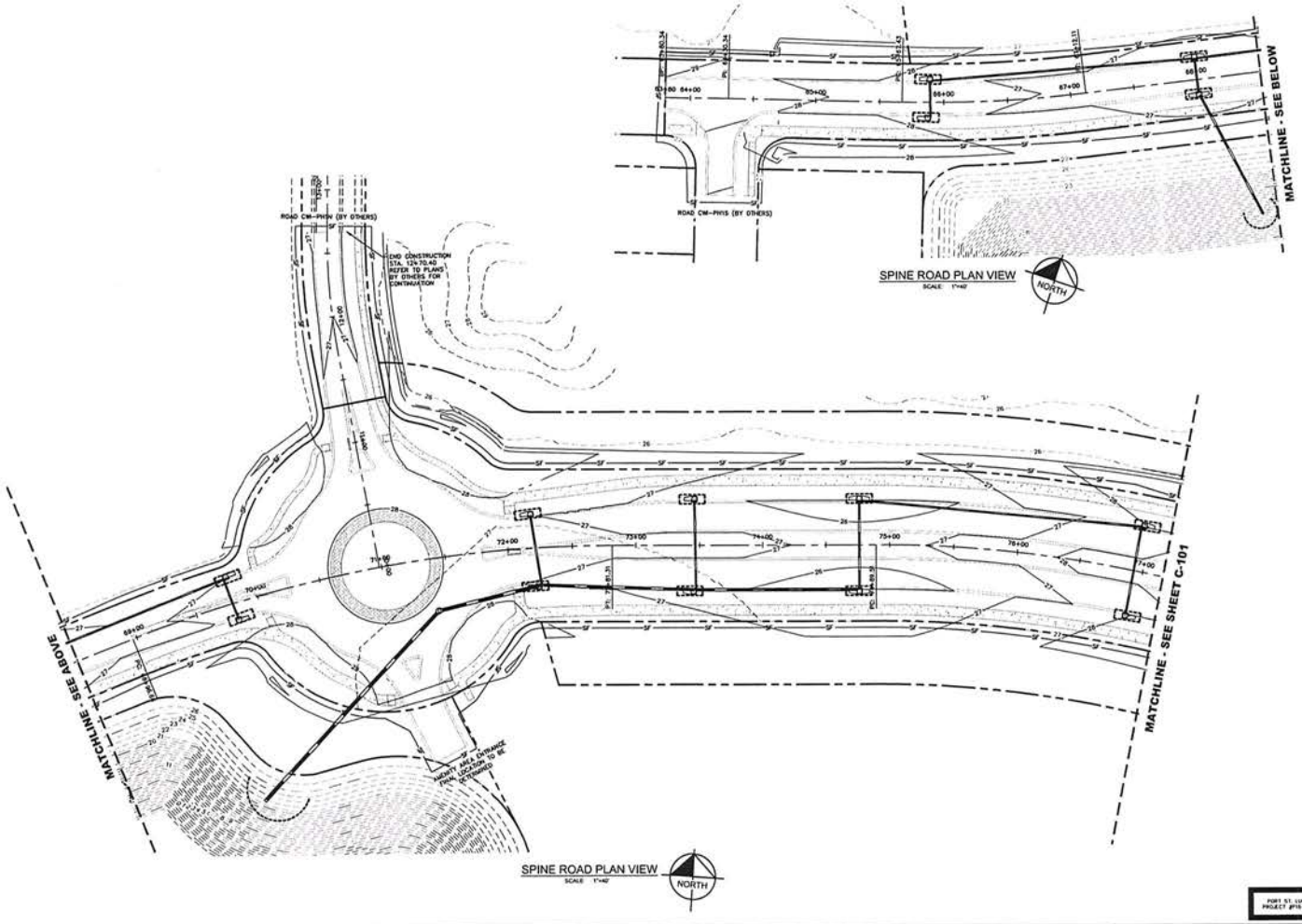
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

GENERAL NOTES

SHEET NUMBER
C-001



LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- 27 DEVELOPER CONTOUR ELEVATIONS
- 27 PROPOSED CONTOUR ELEVATIONS
- 66+00 CENTERLINE OF RW STATION
- INLET PROTECTION
- TURBIDITY BARRIER
- SILT FENCE

VERTICAL DATUM
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PORT ST. LUCIE PROJECT #18-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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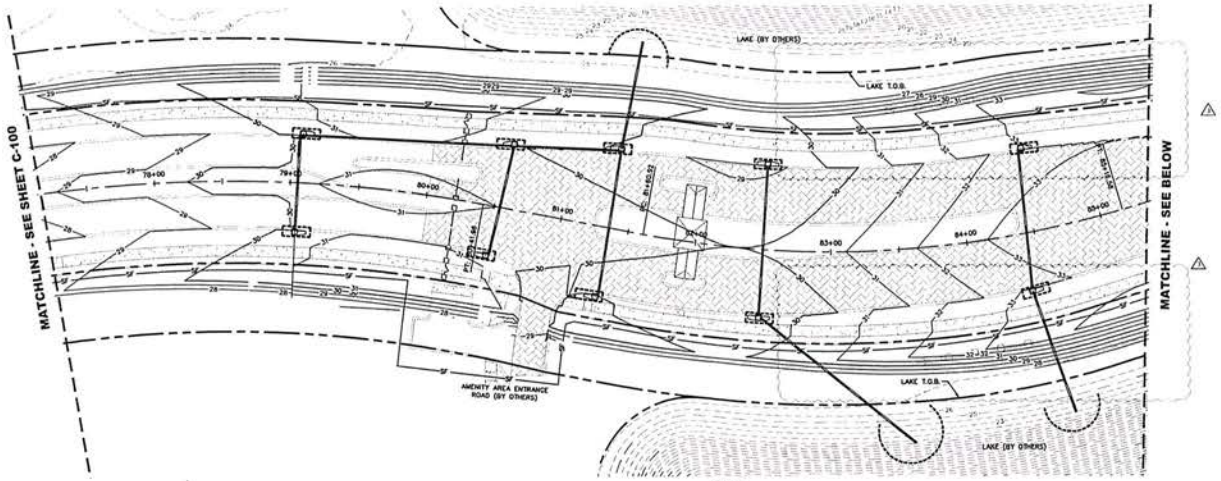
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

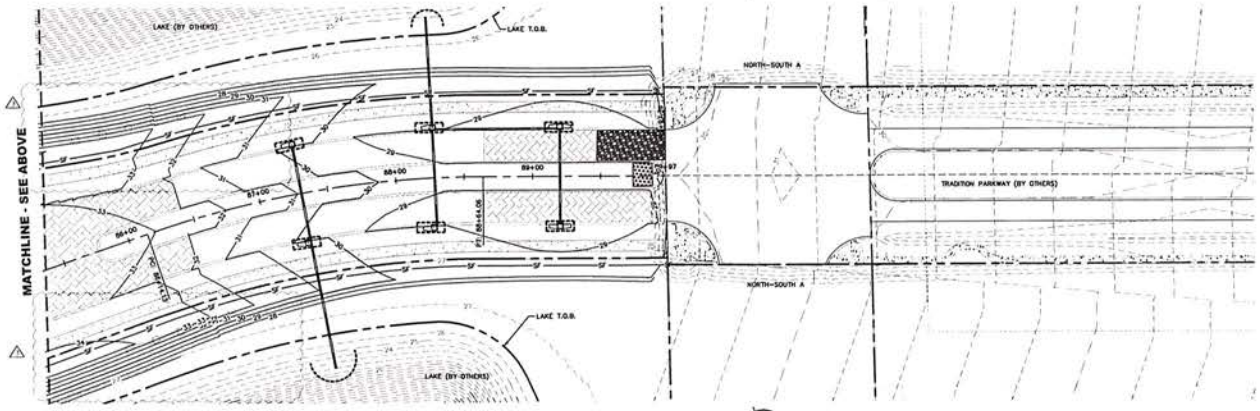
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

EROSION AND SEDIMENTATION CONTROL PLAN

SHEET NUMBER
C-100



SPINE ROAD PLAN VIEW
SCALE: 1"=40'



SPINE ROAD PLAN VIEW
SCALE: 1"=40'

LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- DEVELOPER CONTOUR ELEVATIONS
- PROPOSED CONTOUR ELEVATIONS
- 86+00 CENTERLINE OF R/W STATION
- INLET PROTECTION
- TURBIDITY BARRIER
- SILT FENCE
- CONSTRUCTION EXIT
- CONCRETE WASH OUT

VERTICAL DATUM
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PORT ST. LUCIE PROJECT #P16-129

No.	REVISIONS	DATE	BY
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1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

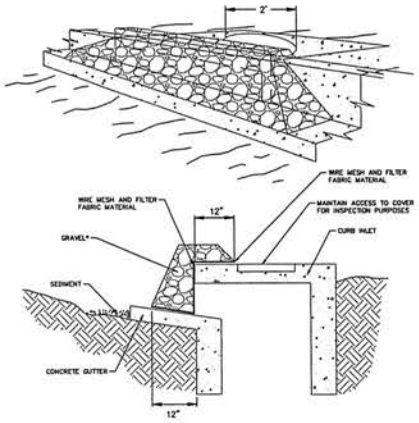
WESTERN GROVES SPINE ROAD

PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

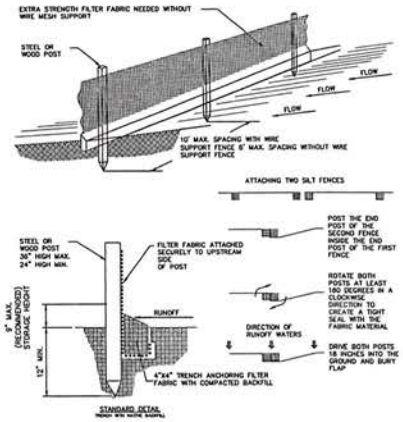
EROSION AND SEDIMENTATION CONTROL PLAN

SHEET NUMBER
C-101



THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

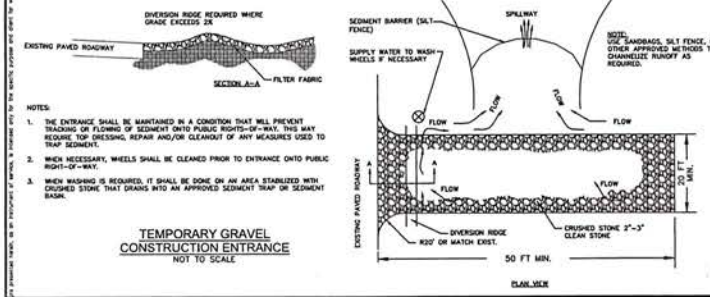
GRAVEL CURB INLET SEDIMENT FILTER
NOT TO SCALE



NOTE:

1. INSPECT AND REPAIR FENCE EVERY 7 DAYS AND AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
4. DOUBLE ROW SILT FENCE SHALL BE INSTALLED WITH 3' HORIZONTAL SPACING.

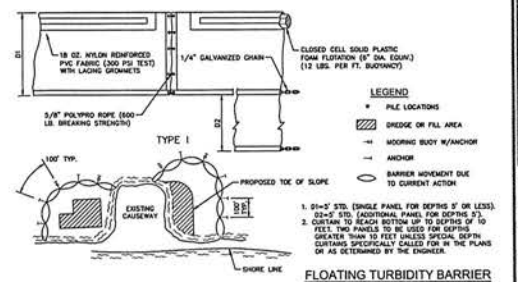
STAKED SILT FENCE
NOT TO SCALE



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
NOT TO SCALE



1. 01=5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS). 02=5' STD. (ADDITIONAL PANEL FOR DEPTHS 5').
2. CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

FLOATING TURBIDITY BARRIER
NOT TO SCALE

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

CONSTRUCTION SEQUENCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TEMPORARY CONSTRUCTION ENTRANCE																		
TEMPORARY CONTROL MEASURES																		
STRIP & STOCKPILE TOPSOIL																		
ROUGH GRADE																		
STORM FACILITIES																		
SITE CONSTRUCTION																		
BUILDING PAD CONSTRUCTION																		
FINISH GRADING																		
LANDSCAPING/SEED/FINAL STABILIZATION																		

SEQUENCE OF CONSTRUCTION

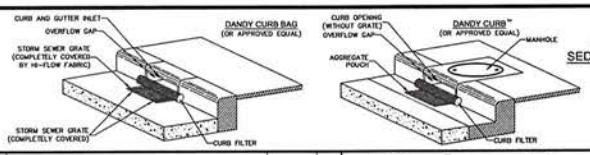
UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER, PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

PHASE 1:

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE AND INSTALL SILT FENCE, TURBIDITY BARRIER AND INLET PROTECTION.
2. PERFORM CLEARING AND GRUBBING AND DEMOLITION.

PHASE 2:

1. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
2. CONSTRUCT PROPOSED DRAINAGE INFRASTRUCTURE.
3. TEMPORARILY SEED WITH PURE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED BY GENERIC PERMIT.
4. CONSTRUCT PROPOSED IMPROVEMENTS.
5. COMPLETE FINAL GRADING AND FINAL STABILIZATION.
6. REMOVE TEMPORARY EROSION CONTROL MEASURES.



CURB INLET SEDIMENT CONTROL
NOT TO SCALE

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PORT ST. LUCIE PROJECT #18-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
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1	CITY COMMENTS	09/07/2016	YXY

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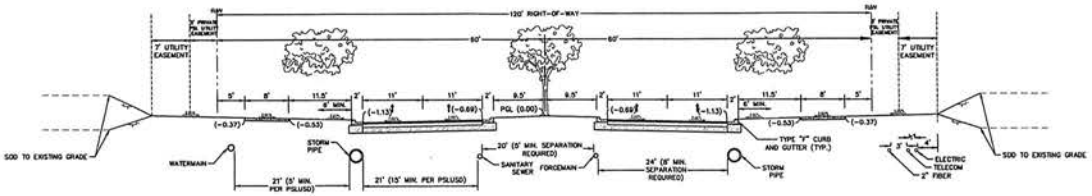
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

EROSION AND SEDIMENTATION CONTROL DETAILS

SHEET NUMBER
C-102

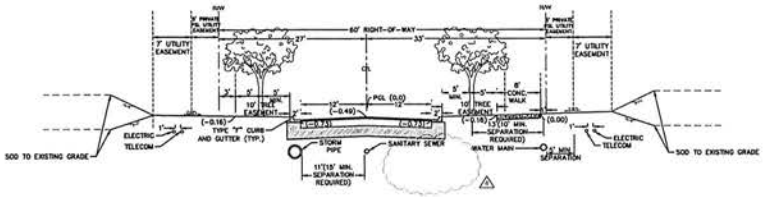


SPINE ROAD TYPICAL ROAD SECTION
120' RIGHT-OF-WAY
SIDEWALK ON BOTH SIDES
STA: 73+35 TO STA: 79+00
STA: 86+50 TO STA: 89+97

NOTES:
1. WATER MAIN VALVES SHALL NOT BE PLACED IN THE SIDEWALK.
2. TREES AND LIGHT POLES TO ALTERNATE. REFER TO LANDSCAPE PLANS AND PHOTOMETRIC PLANS FOR MORE DETAILS.
3. TREES AND LIGHT POLES SHALL MEET FDOT CLEAR ZONE AND SIGHT DISTANCE REQUIREMENTS.

REFER TO SHEET C-603 FOR PAVEMENT SECTION DETAILS

DESIGN SPEED 40 MPH
POSTED SPEED 35 MPH



SPINE ROAD TYPICAL ROAD SECTION
60' RIGHT-OF-WAY
SIDEWALK ON ONE SIDE
STA: 63+80 TO STA: 68+97

NOTES:
1. WATER MAIN VALVES SHALL NOT BE PLACED IN THE SIDEWALK.
2. TREES AND LIGHT POLES TO ALTERNATE. REFER TO LANDSCAPE PLANS AND PHOTOMETRIC PLANS FOR MORE DETAILS.
3. TREES AND LIGHT POLES SHALL MEET FDOT CLEAR ZONE AND SIGHT DISTANCE REQUIREMENTS.

VERTICAL DATUM
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PORT ST. LUCIE PROJECT #18-129

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4	UTILITY COMMENTS	11/11/2016	YXY
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1	CITY COMMENTS	09/07/2016	YXY

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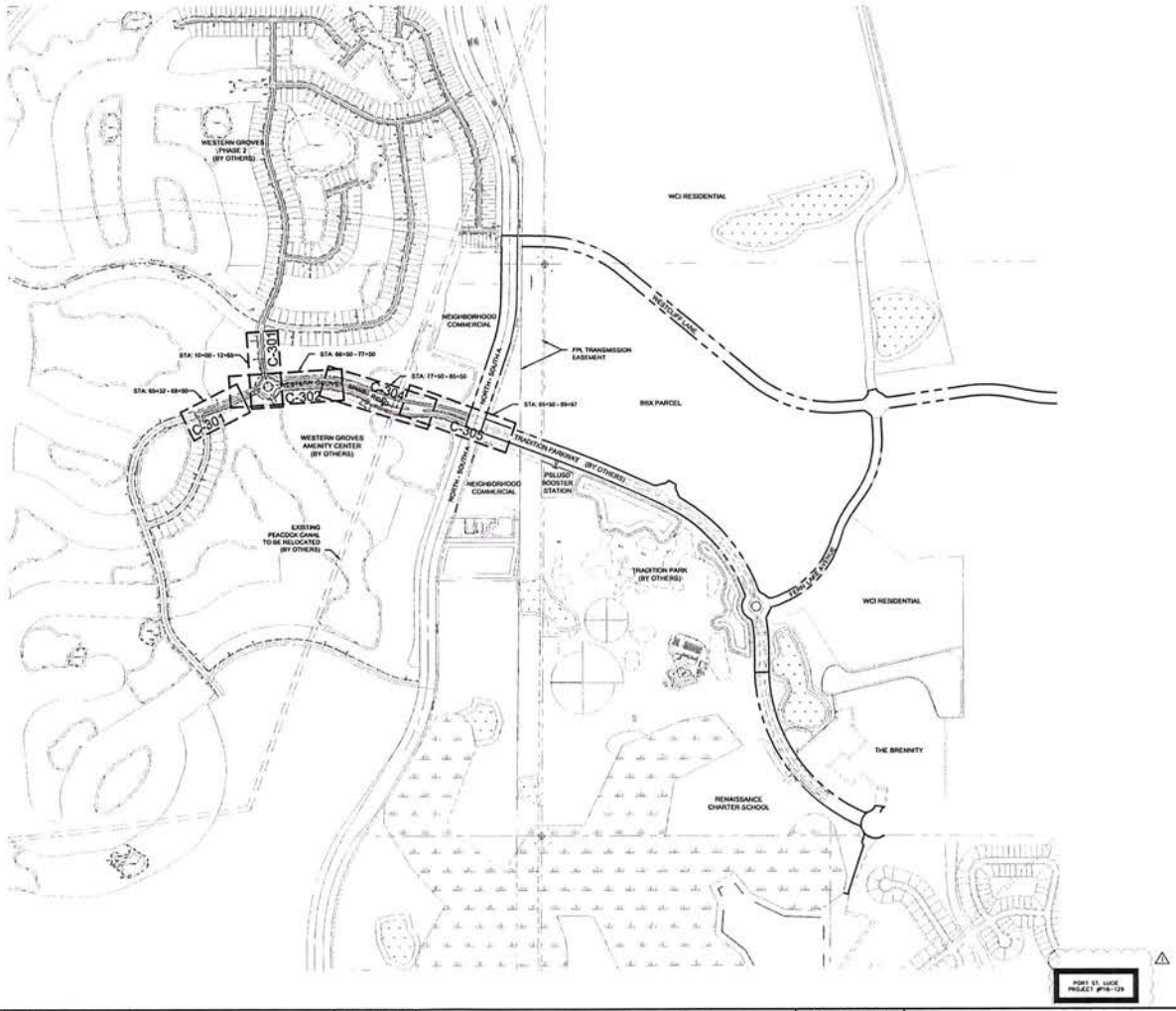
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

TYPICAL SECTIONS

SHEET NUMBER
C-200



No.	REVISIONS	DATE	BY
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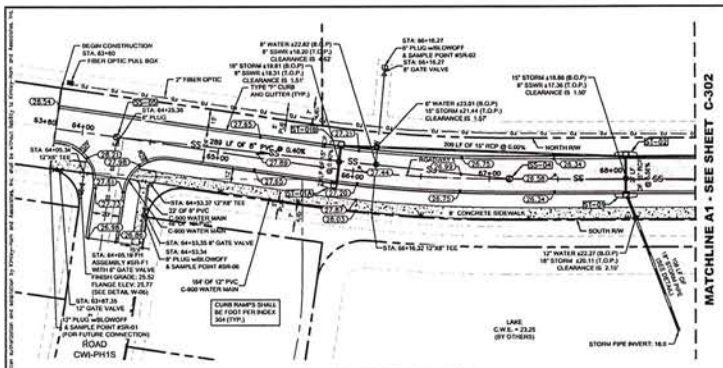
WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

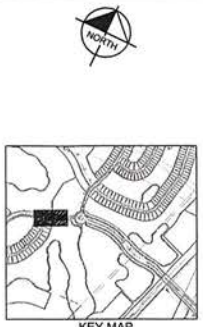
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE

OVERALL KEY MAP

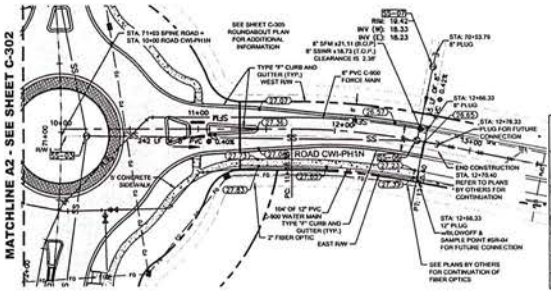
SHEET NUMBER
C-300



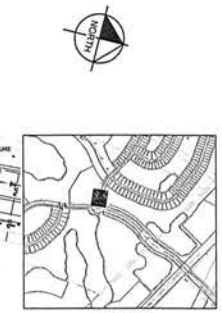
SPINE ROAD PLAN VIEW
SCALE: 1"=40'



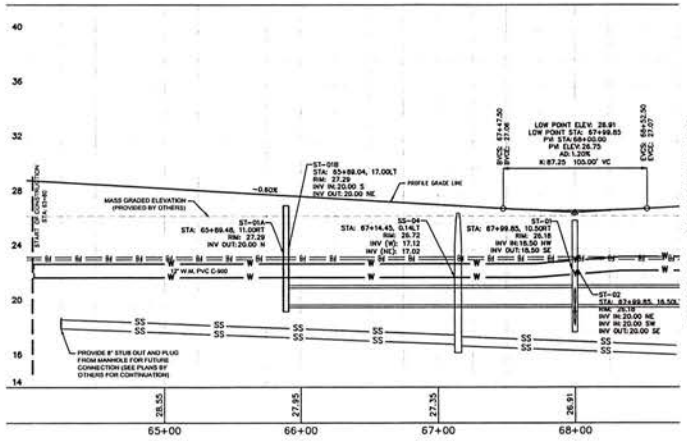
KEY MAP
SCALE: 1"=1000'



ROAD CWI-PH1N PLAN VIEW
SCALE: 1"=40'

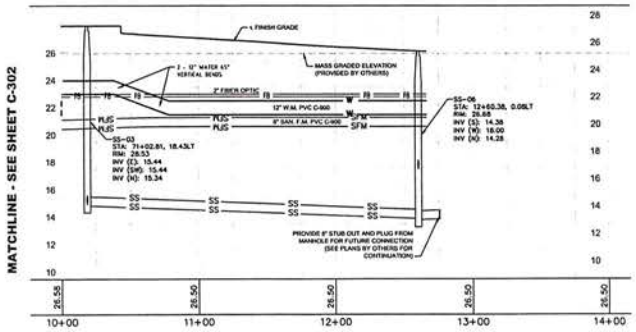


KEY MAP
SCALE: 1"=1000'



SPINE ROAD PROFILE VIEW
HORZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

NOTE:
CONTRACTOR TO PROVIDE VERTICAL FITTINGS REQUIRED TO MAINTAIN THE MINIMUM VERTICAL UTILITY CROSSING SEPARATION FROM PROPOSED PIPES.



ROAD CWI-PH1N PROFILE VIEW
HORZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- PROPOSED TYPE P5 STORM CURB INLET
- PROPOSED TYPE P6 STORM CURB INLET
- PROPOSED STORM MANHOLE
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- SFM — PROPOSED SANITARY FORCE MAIN
- W — PROPOSED WATER LINE
- FB — PROPOSED FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SANITARY FORCE MAIN
- EXISTING SANITARY SEWER
- EXISTING FIBER OPTICS LINE
- 27 — EXISTING CONTOUR ELEVATIONS
- PROPOSED UTILITY EASEMENTS
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TRUCK APRON PAVERS
- PROPOSED PAVERS
- PROPOSED ASPHALT PAVEMENT
- 30.00 — PROPOSED SPOT ELEVATION
- UTILITY CROSSING

CONTRACTOR TO MAINTAIN THE MINIMUM REQUIRED VERTICAL AND HORIZONTAL PIPE SEPARATION FROM PROPOSED PIPES. REFER TO SHEET C-600 TO C-602 FOR UTILITY DETAILS. STORMWATER OUTFALL CONNECTIONS INTO LAKES SHALL BE PER DETAIL SHEET C-603.

NOTES

STRUCTURE ST-01A & ST-01B SHALL BE FDOT TYPE "P5" INLET NO. USP 3-37.0 WITH U.S.F. NO. 8670-8671 OR APPROVED EQUAL. STRUCTURES ST-01 AND ST-02 SHALL BE FDOT TYPE "P6" INLET NO. USP 3-37.0 WITH U.S.F. NO. 8670-8671 OR APPROVED EQUAL.
STRUCTURE SS-3, SS-4, SS-5, SS-6 AND SS-7 SHALL BE A 4' DIAMETER MANHOLE. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL. ALL STORM PIPES SHALL BE RCP EXCEPT AS PER DETAIL FOR LAKE OUTFALL, UNLESS OTHERWISE APPROVED BY PSL. WATER MAIN AND FORCE MAIN SHALL BE PVC C-900 OR APPROVED EQUAL. SANITARY SEWER PIPE SHALL BE SDR OR APPROVED EQUAL.

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

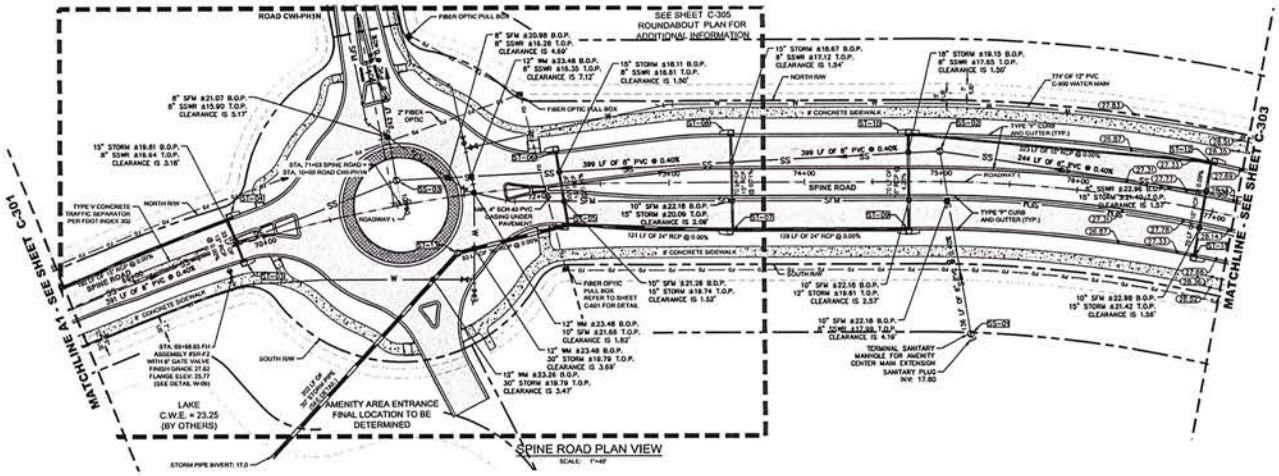
WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

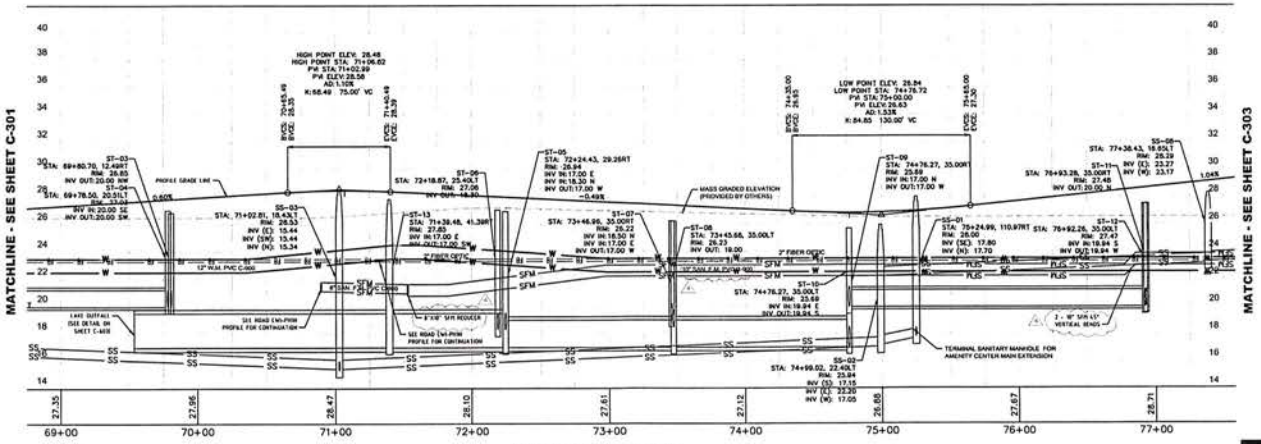
PLAN AND PROFILE

SHEET NUMBER
C-301

MATCHLINE A2 - SEE SHEET C-301



SPINE ROAD PLAN VIEW
SCALE: 1"=40'



SPINE ROAD PROFILE VIEW
HORIZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

NOTE:
CONTRACTOR TO PROVIDE VERTICAL FITTINGS REQUIRED TO MAINTAIN THE MINIMUM VERTICAL UTILITY CROSSING SEPARATION FROM PROPOSED PIPES.

KEY MAP
N.T.S.

LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- PROPOSED TYPE P5 STORM CURB INLET
- PROPOSED TYPE P6 STORM CURB INLET
- PROPOSED STORM MANHOLE
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- SFM — PROPOSED SANITARY FORCE MAIN
- W — PROPOSED WATER LINE
- FO — FO — PROPOSED FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SANITARY FORCE MAIN
- SS — EXISTING SANITARY SEWER
- FO — FO — EXISTING FIBER OPTICS LINE
- 27 — EXISTING CONTOUR ELEVATIONS
- PROPOSED UTILITY EASEMENTS
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TRUCK APRON PAVERS
- PROPOSED PAVERS
- PROPOSED ASPHALT PAVEMENT
- 26.00 — PROPOSED SPOT ELEVATION
- UTILITY CROSSING

CONTRACTOR TO MAINTAIN THE MINIMUM REQUIRED VERTICAL AND HORIZONTAL PIPE SEPARATION FROM PROPOSED PIPES. REFER TO SHEET C-600 TO C-602 FOR UTILITY DETAILS. STORMWATER OUTFALL CONNECTIONS INTO LAKES SHALL BE PER DETAIL SHEET C-603.

NOTES

STRUCTURES ST-03, ST-04, ST-05, ST-06, ST-07, ST-08, ST-11 AND ST-12 SHALL BE FDOT TYPE "P5" INLET NO. USF 3-37.0 WITH U.S.F. NO. 6670-6671 OR APPROVED EQUAL. STRUCTURE SS-1 THROUGH SS-3 SHALL BE A 4' DIAMETER MANHOLE. STRUCTURE ST-13 SHALL BE A 5' DIAMETER MANHOLE. STRUCTURES ST-09 AND ST-10 SHALL TYPE "P6" INLET NO. USF 3-37.0 WITH U.S.F. NO. 6670-6671 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL. ALL STORM PIPES SHALL BE RCP EXCEPT AS PER DETAIL FOR LAKE OUTFALL, UNLESS OTHERWISE APPROVED BY PSL. WATER MAIN AND FORCE MAIN SHALL BE PVC C-900 OR APPROVED EQUAL. SANITARY SEWER PIPE SHALL BE SCR OR APPROVED EQUAL.

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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PORT ST. LUCIE PROJECT #16-120

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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WWW.KIMLEY-HORN.COM CA 00000696

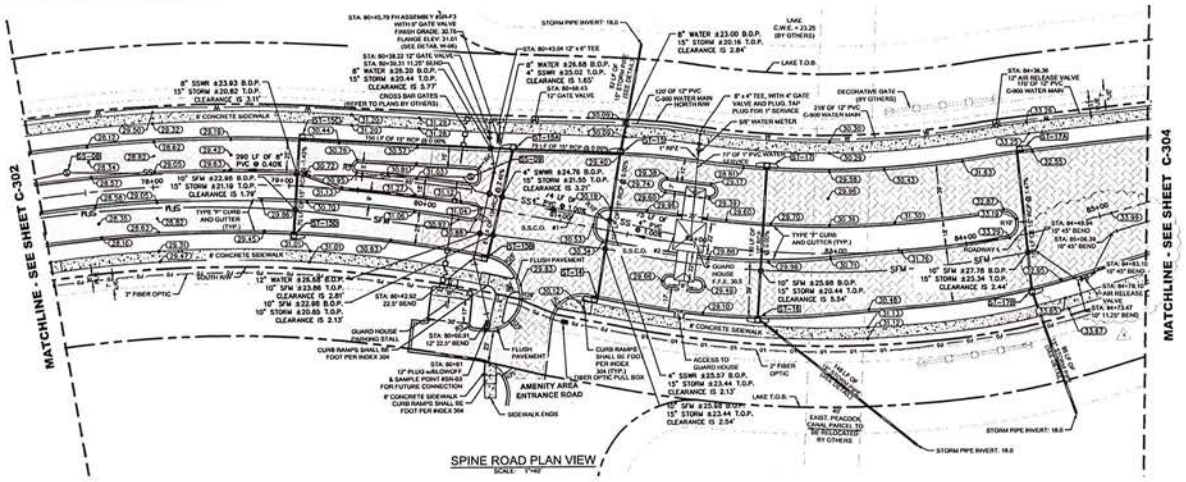
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

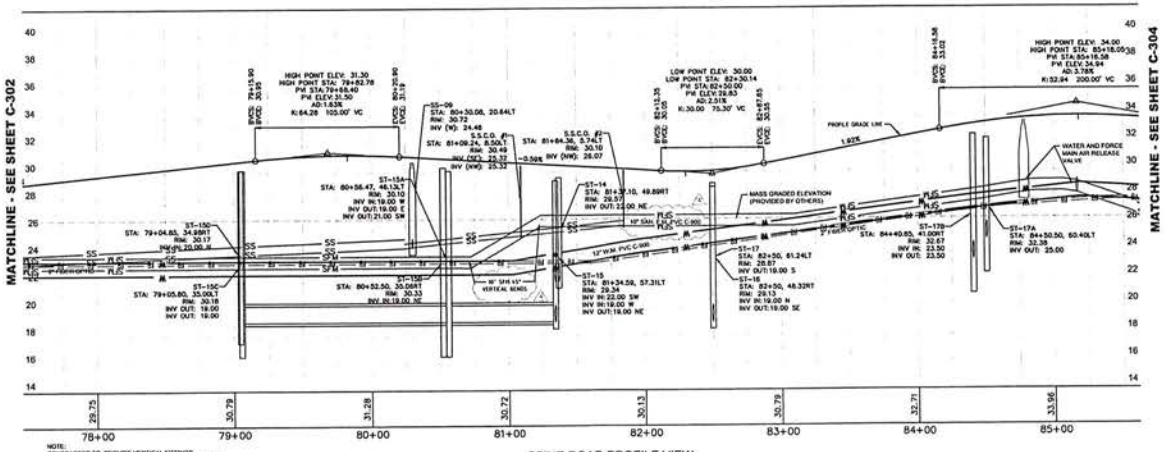
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

PLAN AND PROFILE

SHEET NUMBER
C-302



SPINE ROAD PLAN VIEW
SCALE: 1"=40'



NOTE:
CONTRACTOR TO PROVIDE VERTICAL FITTINGS REQUIRED TO MAINTAIN THE MINIMUM VERTICAL UTILITY CROSSING SEPARATION FROM PROPOSED PIPES.

SPINE ROAD PROFILE VIEW
HORZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'

KEY MAP
1"=1000'

LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- PROPOSED TYPE P5 STORM CURB INLET
- PROPOSED TYPE P6 STORM CURB INLET
- PROPOSED STORM MANHOLE
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- SFM — PROPOSED SANITARY FORCE MAIN
- W — PROPOSED WATER LINE
- FO — FO — PROPOSED FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SANITARY FORCE MAIN
- EXISTING SANITARY SEWER
- EXISTING FIBER OPTICS LINE
- 27 — EXISTING CONTOUR ELEVATIONS
- PROPOSED UTILITY EASEMENTS
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TRUCK APRON PAVERS
- PROPOSED PAVERS
- PROPOSED ASPHALT PAVEMENT
- 30.00 — PROPOSED SPOT ELEVATION
- UTILITY CROSSING

CONTRACTOR TO MAINTAIN THE MINIMUM REQUIRED VERTICAL AND HORIZONTAL PIPE SEPARATION FROM PROPOSED PIPES. REFER TO SHEET C-400 TO C-402 FOR UTILITY DETAILS. STORMWATER OUTFALL CONNECTIONS INTO LAKES SHALL BE PER DETAIL SHEET C-503.

NOTES

STRUCTURES ST-14 THROUGH ST-16.E, AND ST-17.A AND ST-17.B SHALL BE FOOT TYPE "P5" INLET NO. USF 3-37.0 WITH U.S.F. NO. 6670-6671 OR APPROVED EQUAL. STRUCTURES ST-16 AND ST-17 SHALL TYPE "P6" INLET NO. USF 3-37.0 WITH U.S.F. NO. 6670-6671 OR APPROVED EQUAL. STRUCTURES S5-6 AND S5-9 SHALL BE 4.4' DIAMETER MANHOLE.

CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL. ALL STORM PIPES SHALL BE RCP EXCEPT AS PER DETAIL FOR LAKE OUTFALL UNLESS OTHERWISE APPROVED BY PSL. WATER MAIN AND FORCE MAIN SHALL BE PVC C-900 OR APPROVED EQUAL.

VERTICAL DATUM
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PORT ST. LUCIE
PROJECT #18-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

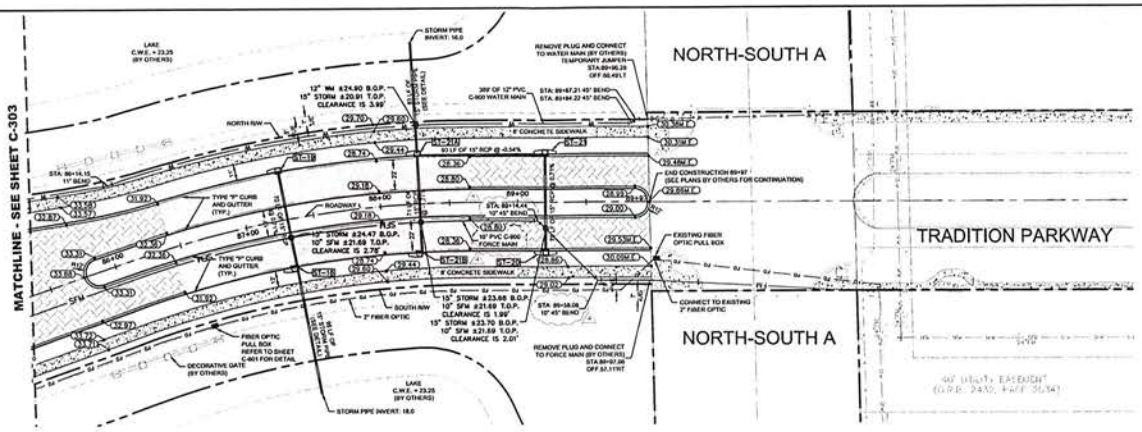
WESTERN GROVES SPINE ROAD

PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

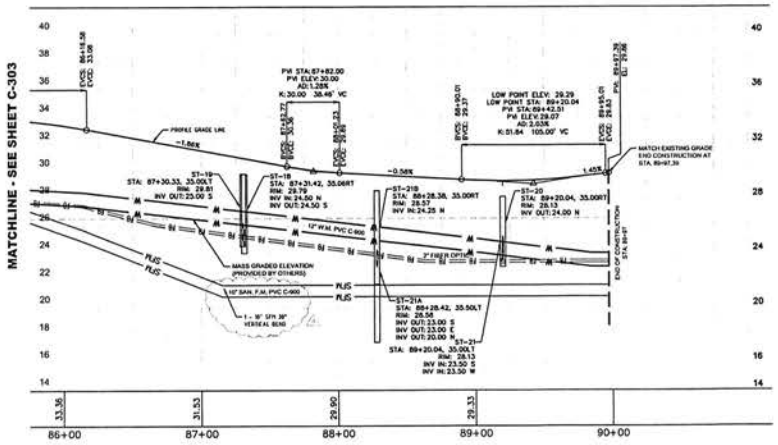
PLAN AND PROFILE

SHEET NUMBER
C-303



SPINE ROAD PLAN VIEW

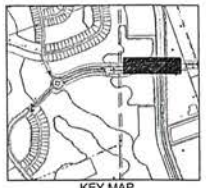
SCALE: 1"=40'



NOTE
CONTRACTOR TO PROVIDE VERTICAL FITTINGS REQUIRED TO MAINTAIN THE MINIMUM VERTICAL UTILITY CROSSING SEPARATION FROM PROPOSED PIPES.

SPINE ROAD PROFILE VIEW

HORZ. SCALE: 1"=40'
VERT. SCALE: 1"=4'



KEY MAP

1"=1000'

LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- PROPOSED TYPE P5 STORM CURB INLET
- PROPOSED TYPE P6 STORM CURB INLET
- PROPOSED STORM MANHOLE
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- SFM — PROPOSED SANITARY FORCE MAIN
- W — PROPOSED WATER LINE
- FO — FO — PROPOSED FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SANITARY FORCE MAIN
- SS — EXISTING SANITARY SEWER
- FO — FO — EXISTING FIBER OPTICS LINE
- 27 — EXISTING CONTOUR ELEVATIONS
- PROPOSED UTILITY EASEMENTS
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TRUCK APRON PAVERS
- PROPOSED PAVERS
- PROPOSED ASPHALT PAVEMENT
- 30.00 — PROPOSED SPOT ELEVATION
- UTILITY CROSSING

CONTRACTOR TO MAINTAIN THE MINIMUM REQUIRED VERTICAL AND HORIZONTAL PIPE SEPARATION FROM PROPOSED PIPES. REFER TO SHEET C-600 TO C-602 FOR UTILITY DETAILS. STORMWATER OUTFALL CONNECTIONS INTO LAKES SHALL BE PER DETAIL SHEET C-603.

NOTES

STRUCTURES S1-16, ST-19, ST-21.A AND ST-21.B SHALL BE FDOT TYPE "P5" INLET NO. USF 3-37.5 WITH U.S.F. NO. 6670-6671 OR APPROVED EQUAL. STRUCTURES S1-20 AND S1-21 SHALL TYPE "P6" INLET NO. USF 3-37.5 WITH U.S.F. NO. 6670-6671 OR APPROVED EQUAL. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL. ALL STORM PIPES SHALL BE RCP EXCEPT AS PER DETAIL FOR LAKE OUTFALL, UNLESS OTHERWISE APPROVED BY PSL. WATER MAIN AND FORCE MAIN SHALL BE PVC C-900 OR APPROVED EQUAL.

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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PORT ST. LUCIE
PROJECT #16-124

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YKY
3	UTILITY COMMENTS	10/18/2016	YKY
2	CITY COMMENTS	09/30/2016	YKY
1	CITY COMMENTS	09/07/2016	YKY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRD
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

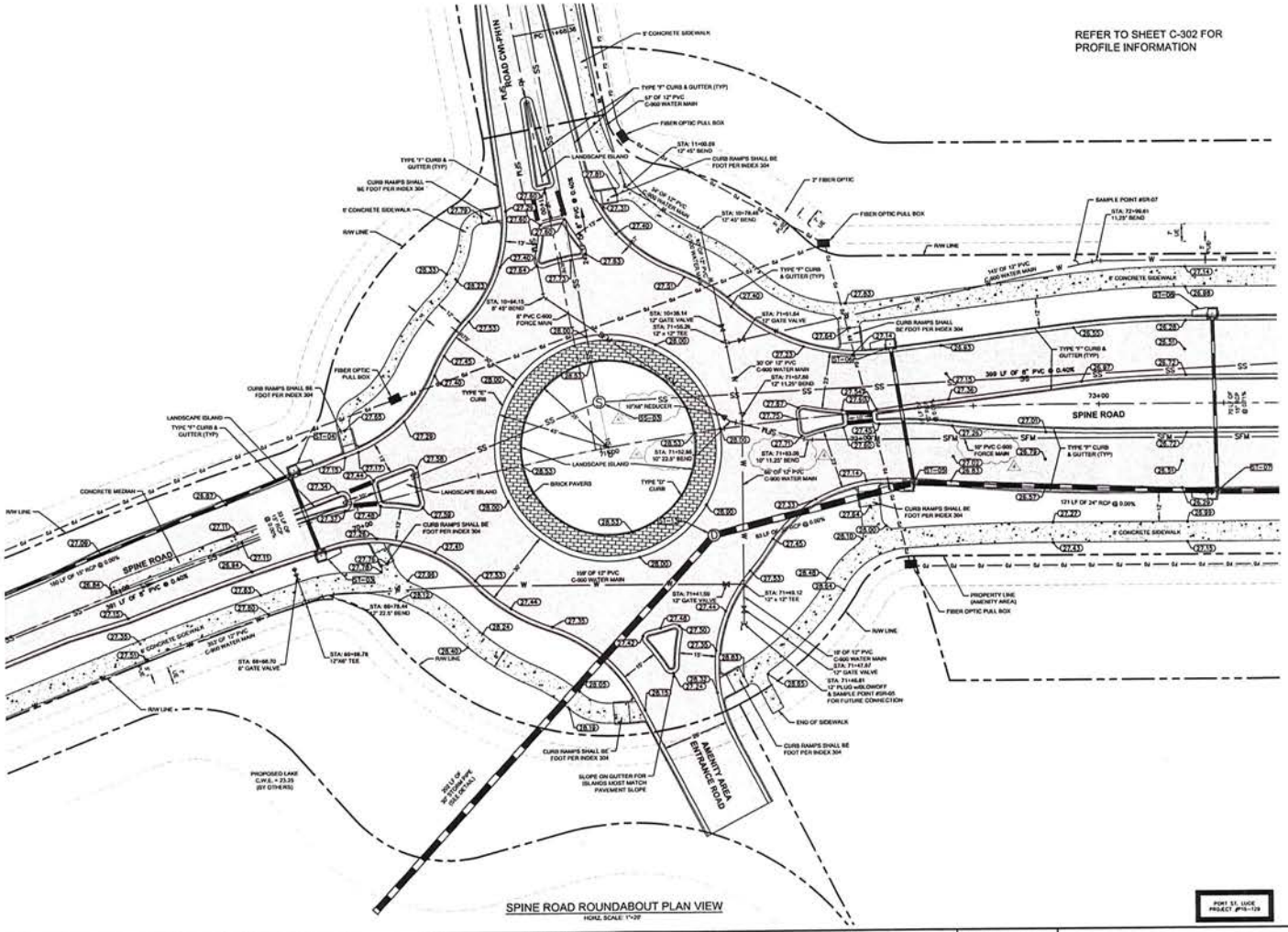
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

PLAN AND PROFILE

SHEET NUMBER
C-304

REFER TO SHEET C-302 FOR PROFILE INFORMATION

NORTH



SPINE ROAD ROUNDABOUT PLAN VIEW

HORZ. SCALE: 1"=20'

KEY MAP

N.T.S.

LEGEND

- RIGHT OF WAY LINE
- PROPOSED STORM DRAIN
- PROPOSED TYPE PS STORM CURB INLET
- PROPOSED TYPE P6 STORM CURB INLET
- PROPOSED STORM MANHOLE
- SS — PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER MANHOLE
- SFM — PROPOSED SANITARY FORCE MAIN
- W — PROPOSED WATER LINE
- FO — PROPOSED FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SANITARY FORCE MAIN
- EXISTING SANITARY SEWER
- EXISTING FIBER OPTICS LINE
- 27 — EXISTING CONTOUR ELEVATIONS
- PROPOSED UTILITY EASEMENTS
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TRUCK APRON PAVERS
- PROPOSED PAVERS
- PROPOSED ASPHALT PAVEMENT
- 27.00 — PROPOSED SPOT ELEVATION
- UTILITY CROSSING

CONTRACTOR TO MAINTAIN THE MINIMUM REQUIRED VERTICAL AND HORIZONTAL PIPE SEPARATION FROM PROPOSED PIPES. REFER TO SHEET C-600 TO C-602 FOR UTILITY DETAILS, STORMWATER OUTFALL CONNECTIONS INTO LAKES SHALL BE PER DETAIL SHEET C-603.

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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PORT ST. LUCIE PROJECT #P16-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YKY
3	UTILITY COMMENTS	10/18/2016	YKY
2	CITY COMMENTS	09/30/2016	YKY
1	CITY COMMENTS	09/07/2016	YKY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRS
CHECKED BY MDS

WESTERN GROVES SPINE ROAD

PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

PLAN AND PROFILE - ENLARGEMENT

SHEET NUMBER
C-305

NOTE:
ELEV. IS EQUIVALENT TO PGL ELEVATION UNLESS OTHERWISE NOTED.

GRAPHIC SCALE IN FEET
0 5 10 20
HORIZONTAL
0 5 10 20
VERTICAL

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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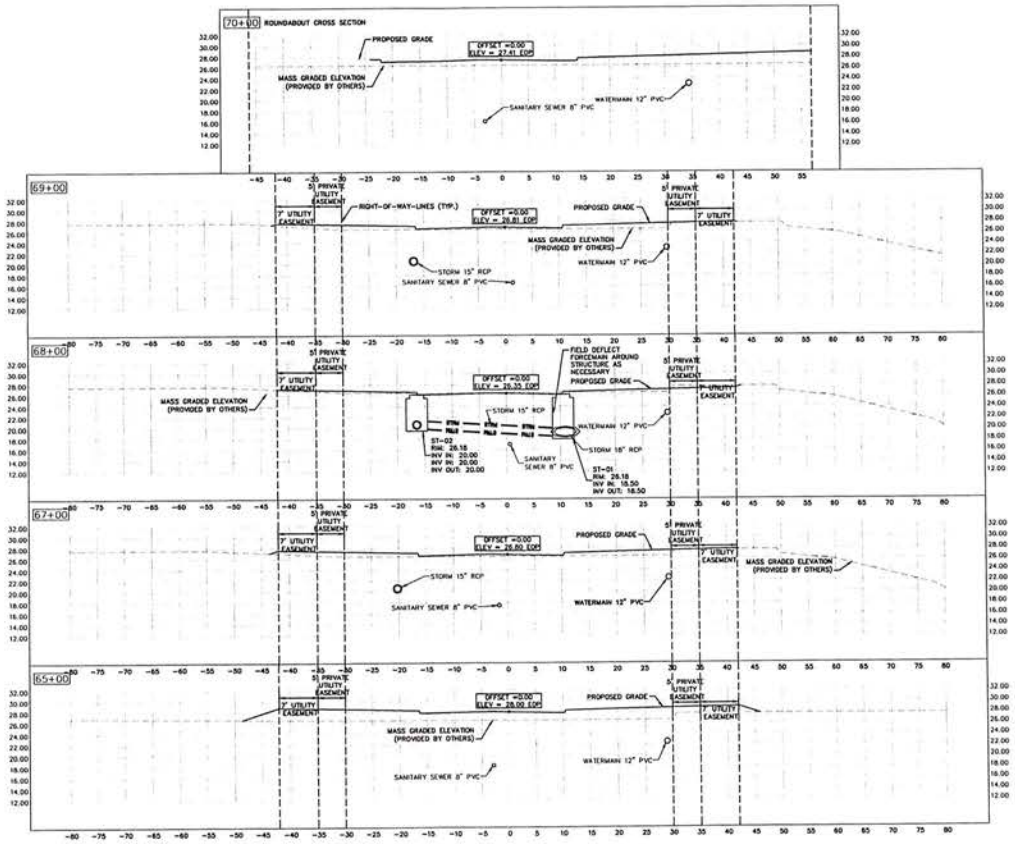

PORT ST. LUCIE PROJECT #16-126

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES SPINE ROAD

PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ——

CROSS SECTIONS STA 65+00 - 70+00

SHEET NUMBER
C-400

NOTE:
ELEV. IS EQUIVALENT TO PGL ELEVATION UNLESS OTHERWISE NOTED.

GRAPHIC SCALE IN FEET
0 5 10 20
HORIZONTAL
0 5 10 20
VERTICAL

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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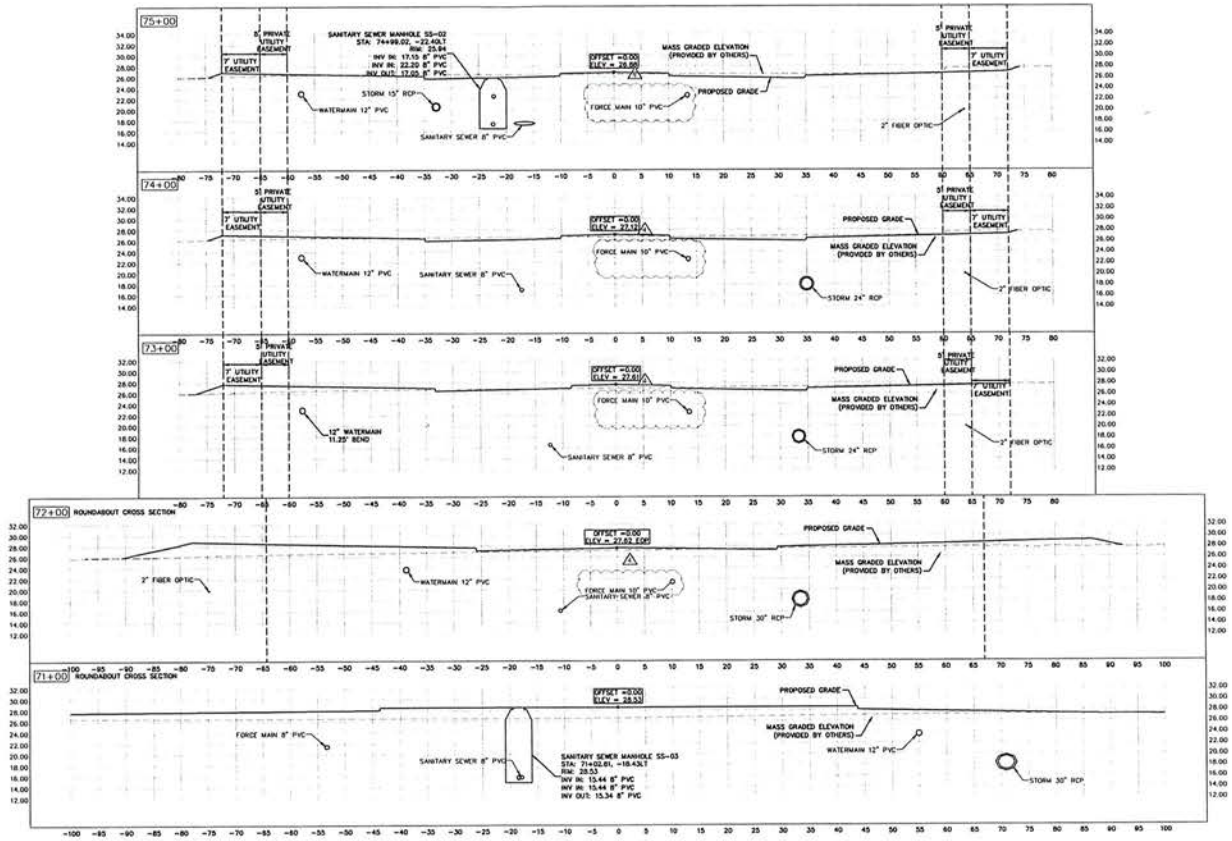

PORT ST. LUCIE PROJECT #18-126

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

CROSS SECTIONS STA 71+00 - 75+00

SHEET NUMBER
C-401

NOTE:
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GRAPHIC SCALE IN FEET
0 5 10 20
HORIZONTAL
0 5 10 20
VERTICAL

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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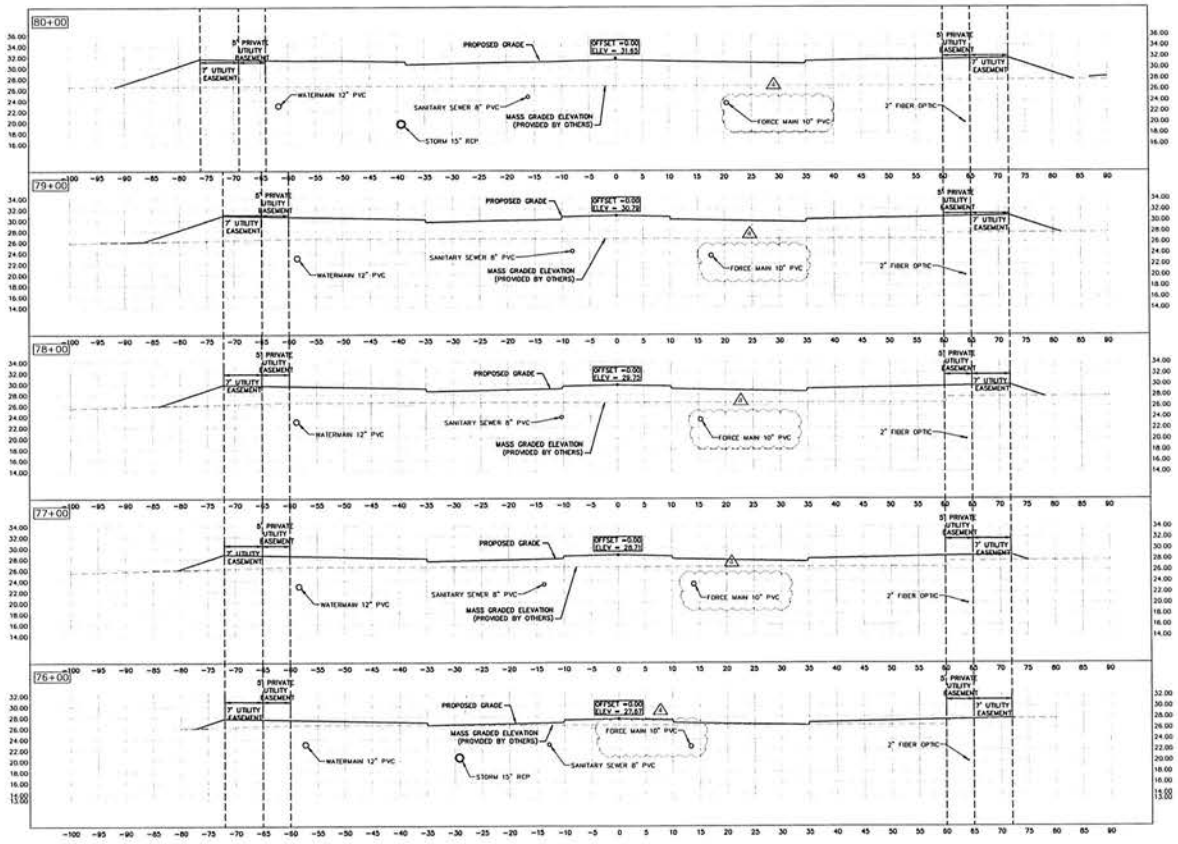

PORT ST. LUCIE PROJECT #P16-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

CROSS SECTIONS STA 76+00 - 80+00

SHEET NUMBER
C-402

VERTICAL DATUM
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NOTE:
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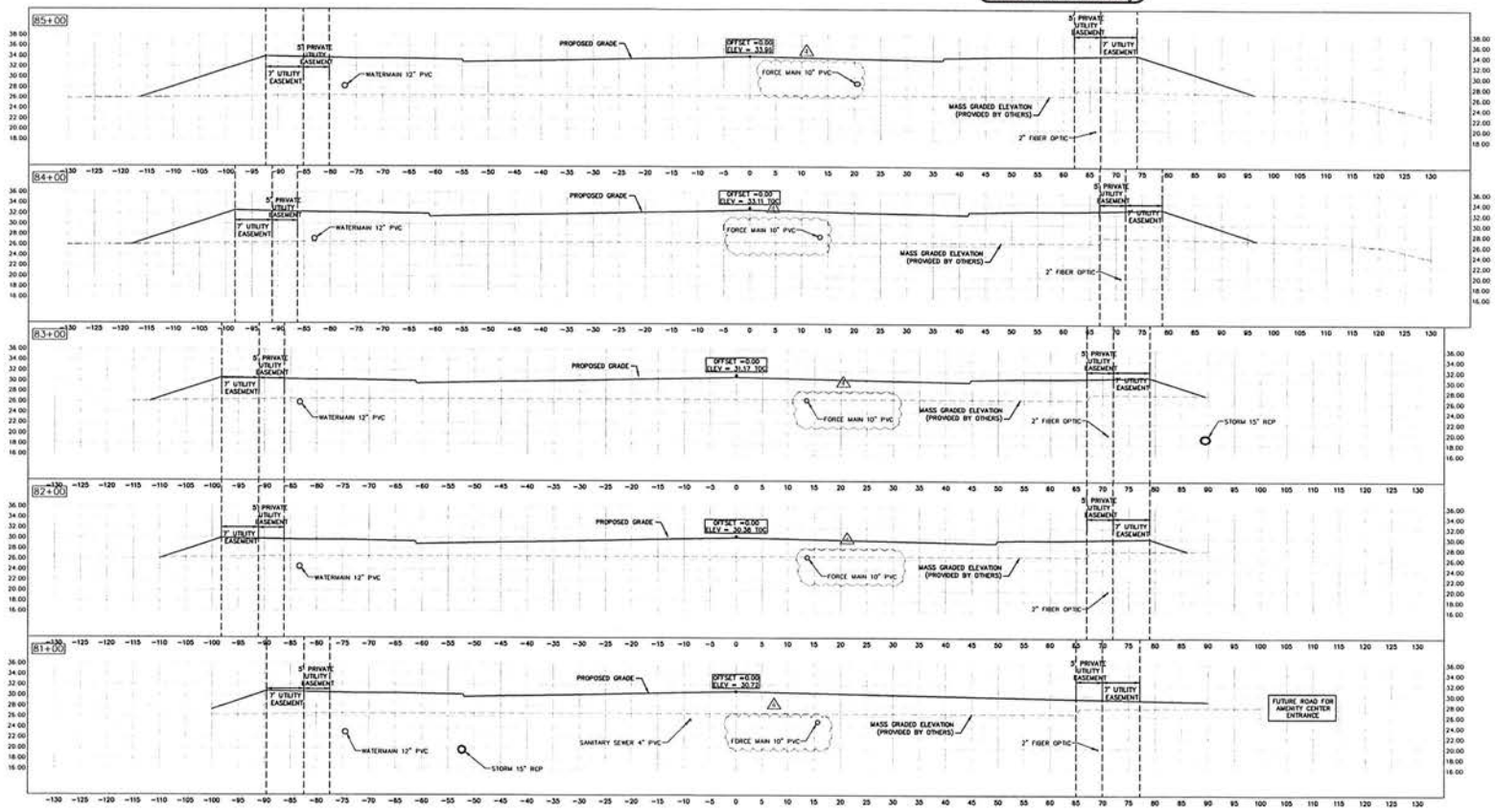
GRAPHIC SCALE IN FEET
HORIZONTAL 0 5 10 20
VERTICAL 0 5 10 20



PORT ST. LUCIE PROJECT #PSL-129

No	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

CROSS SECTIONS STA 81+00 - 85+00

SHEET NUMBER
C-403

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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NOTE:
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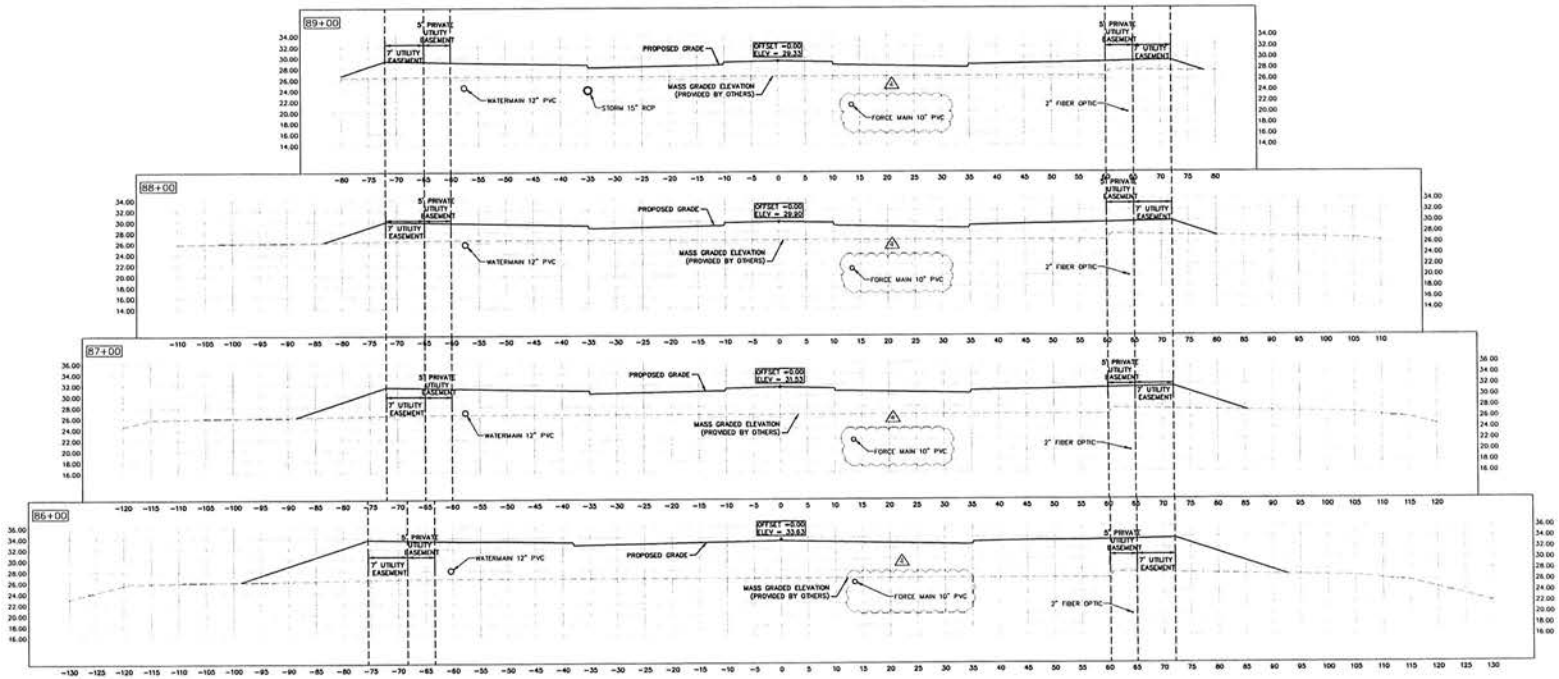
GRAPHIC SCALE IN FEET
0 5 10 20
HORIZONTAL
0 5 10 20
VERTICAL



PORT ST. LUCIE PROJECT #16-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

CROSS SECTIONS STA 86+00 - 89+00

SHEET NUMBER
C-404

NOTE:
ELEV. IS EQUIVALENT TO PGL ELEVATION UNLESS OTHERWISE NOTED.

GRAPHIC SCALE IN FEET
0 5 10 20
HORIZONTAL
0 5 10 20
VERTICAL

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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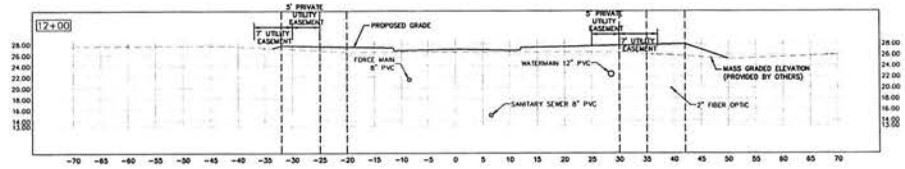

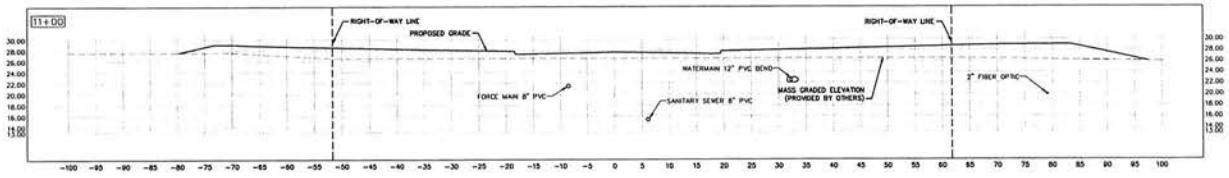

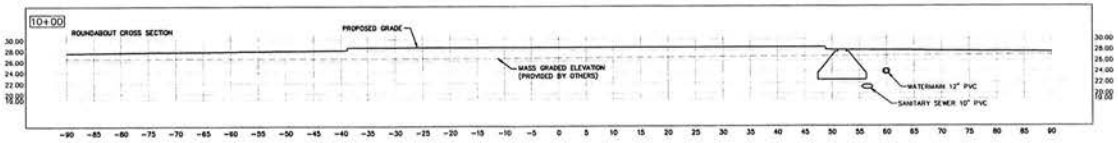

PORT ST. LUCIE PROJECT #P16-126

No	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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WWW.KIMLEY-HORN.COM CA 00000696

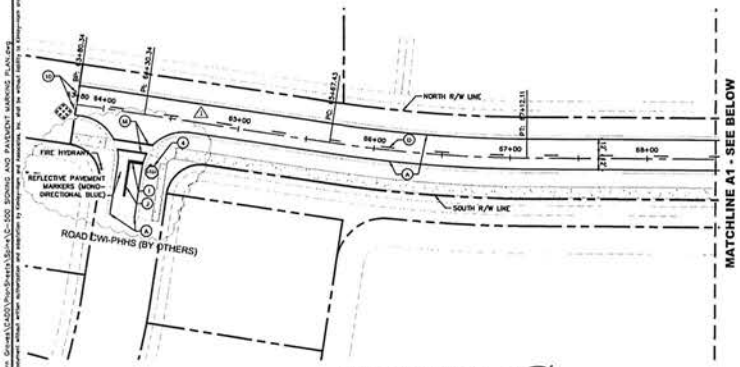
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

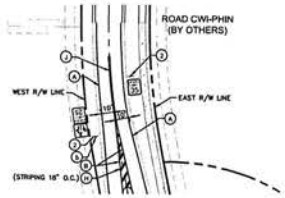
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

CROSS SECTIONS STA 10+00 - 12+00 (ROAD CWI-PH1N)

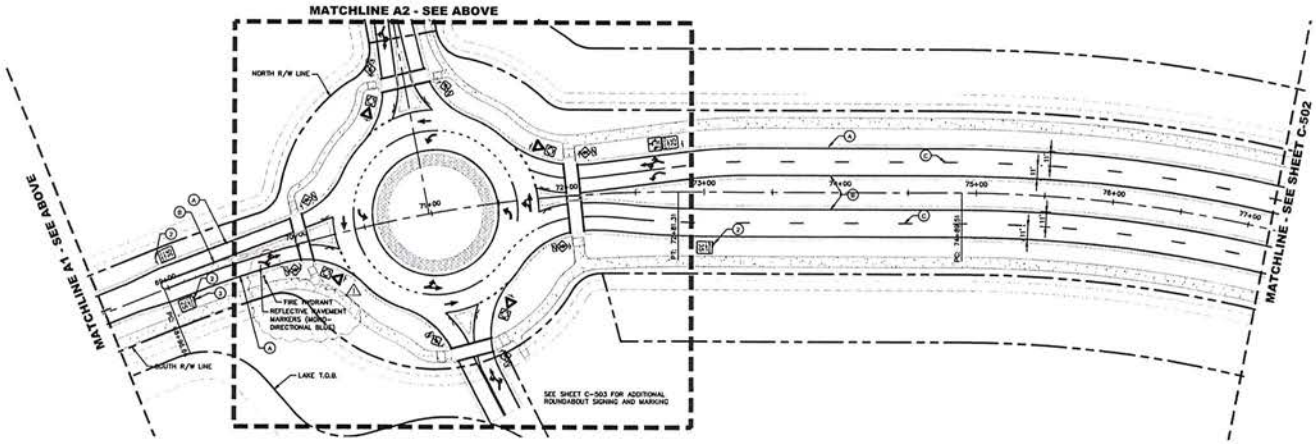
SHEET NUMBER
C-405



SPINE ROAD PLAN VIEW

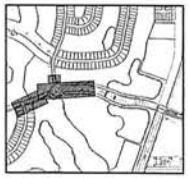


ROAD CWI-PH1N PLAN VIEW



SPINE ROAD PLAN VIEW

GRAPHIC SCALE IN FEET
0 20 40 80



KEY MAP
SCALE 1" = 1000'

STRIPING KEY

A = 6" SOLID WHITE
B = 6" SOLID YELLOW
C = 6" SKIP WHITE TYP (10'-30')
D = 6" SKIP YELLOW TYP (10'-30')
E = 8" SKIP WHITE TYP (2'-4')
F = 18" SKIP WHITE TYP (2'-4')
G = 18" SOLID WHITE
H = 18" SOLID YELLOW
I = 24" STOP BAR
J = 6" DOUBLE YELLOW
K = WHITE DIRECTIONAL ARROW
L = WHITE DIRECTIONAL FISHHOOK ARROW
M = 12" SOLID WHITE

SIGNING KEY

1 = YIELD (R1-2)
2 = SPEED LIMIT (R2-1)
3 = ROUNDABOUT CIRCULATION PLAQUE (R6-5P)
4 = STOP (R1-1)
5 = INTERSECTION LANE-CONTROL (R3-8)
6 = KEEP RIGHT (R4-7)
7 = OBJECT MARKER (GW 1-1)
8 = RESIDENTS ONLY
9 = VISITORS ONLY
10 = CASE II RED REFLECTORS

NOTES:

1. ALL CONSTRUCTION AND RESTORATION WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT STANDARD INDEX AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL CONSTRUCTION AND RESTORATION WORK SHALL COMPLY WITH CITY OF PORT ST. LUCIE TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS.
3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR APPROVED EQUAL.

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

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811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PORT ST. LUCIE PROJECT #P16-129

No	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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WWW.KIMLEY-HORN.COM CA 00000696

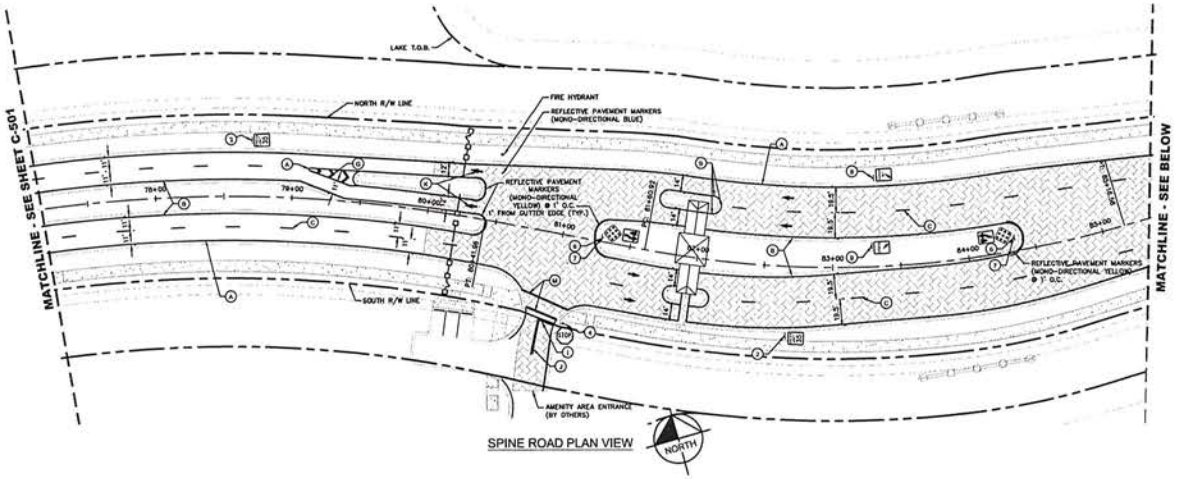
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

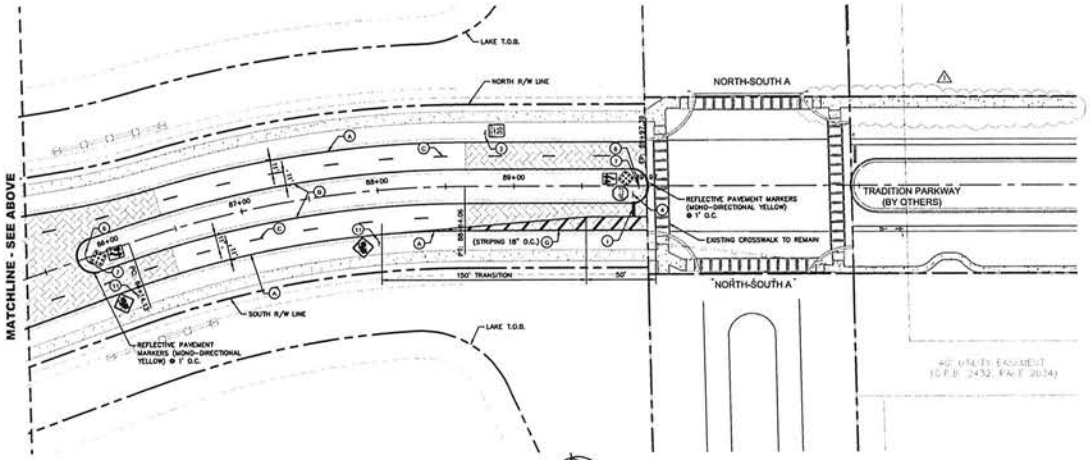
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

SIGNING AND PAVEMENT MARKING PLAN

SHEET NUMBER
C-501

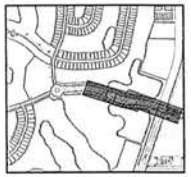


SPINE ROAD PLAN VIEW



SPINE ROAD PLAN VIEW

GRAPHIC SCALE IN FEET
0 20 40 80



KEY MAP
SCALE 1" = 1000'

STRIPING KEY

A = 6" SOLID WHITE
B = 6" SOLID YELLOW
C = 6" SKIP WHITE TYP (10'-30')
D = 6" SKIP YELLOW TYP (10'-30')
E = 6" SKIP WHITE TYP (2'-4')
F = 18" SKIP WHITE TYP (2'-4')
G = 18" SOLID WHITE
H = 18" SOLID YELLOW
I = 24" STOP BAR
J = 6" DOUBLE YELLOW
K = WHITE DIRECTIONAL ARROW
L = WHITE DIRECTIONAL FISHHOOK ARROW
M = 12" SOLID WHITE

SIGNING KEY

1 = YIELD (R1-2)
2 = SPEED LIMIT (R2-1)
3 = ROUNDABOUT CIRCULATION PLAQUE (R6-5P)
4 = STOP (R1-1)
5 = INTERSECTION LANE CONTROL (R3-8)
6 = KEEP RIGHT (R4-7)
7 = OBJECT MARKER (OM 1-1)
8 = RESIDENTS ONLY
9 = VISITORS ONLY
10 = CASE II RED REFLECTORS
11 = LANE ENDS MERGE LEFT (W9-2L)

NOTES:

1. ALL CONSTRUCTION AND RESTORATION WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT STANDARD INDEX AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL CONSTRUCTION AND RESTORATION WORK SHALL COMPLY WITH CITY OF PORT ST. LUCIE TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS.
3. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC OR APPROVED EQUAL.

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PORT ST. LUCIE PROJECT #16-129

No.	REVISIONS	DATE	BY
3	UTILITY COMMENTS	11/11/2016	YXY
2	UTILITY COMMENTS	10/18/2016	YXY
1	CITY COMMENTS	09/30/2016	YXY
0	CITY COMMENTS	09/07/2016	YXY

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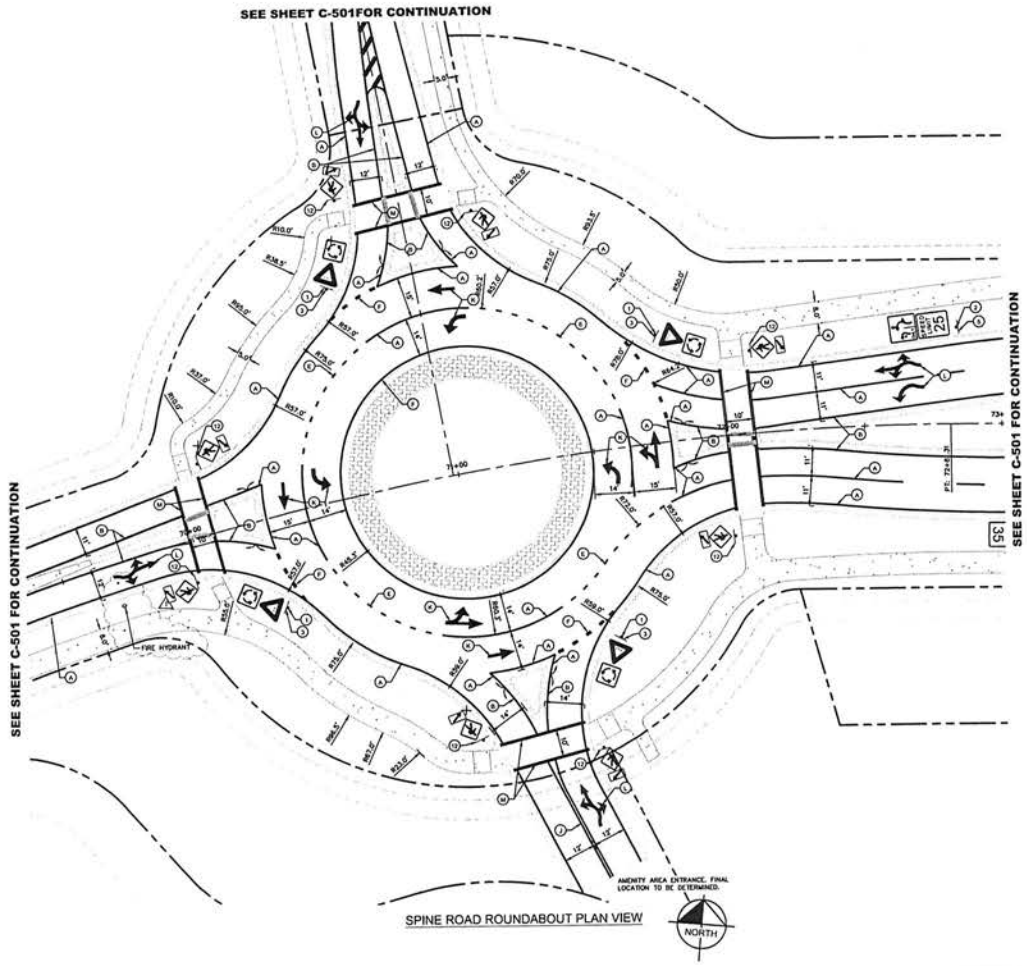
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

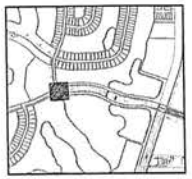
SIGNING AND PAVEMENT MARKING PLAN

SHEET NUMBER
C-502



SPINE ROAD ROUNDABOUT PLAN VIEW

GRAPHIC SCALE IN FEET
0 10 20 40



KEY MAP
SCALE 1" = 1000'

STRIPING KEY

A = 8" SOLID WHITE
B = 8" SOLID YELLOW
C = 8" SKIP WHITE TYP (10'-30')
D = 8" SKIP YELLOW TYP (10'-30')
E = 8" SKIP WHITE TYP (2'-4')
F = 18" SKIP WHITE TYP (2'-4')
G = 18" SOLID WHITE
H = 18" SOLID YELLOW
I = 24" STOP BAR
J = 8" DOUBLE YELLOW
K = WHITE DIRECTIONAL ARROW
L = WHITE DIRECTIONAL FISHHOOK ARROW
M = 12" SOLID WHITE

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4 = STOP (R1-1)
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6 = KEEP RIGHT (R4-7)
7 = OBJECT MARKER (OM 1-1)
8 = RESIDENTS ONLY
9 = VISITORS ONLY
10 = CASE II RED REFLECTORS
12 = PEDESTRIAN CROSSWALK (W11-2)

NOTES:

1. ALL CONSTRUCTION AND RESTORATION WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT STANDARD INDEX AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
2. ALL CONSTRUCTION AND RESTORATION WORK SHALL COMPLY WITH CITY OF PORT ST. LUCIE TYPICALS FOR PAVEMENT MARKINGS, SIGNING & GEOMETRICS.
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PORT ST. LUCIE PROJECT #16-129

No	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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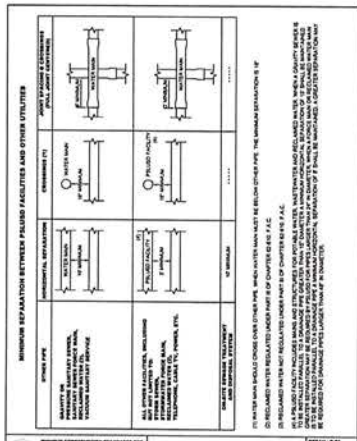
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY YXY
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

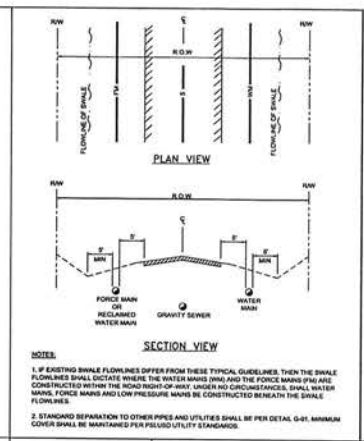
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

SIGNING AND PAVEMENT MARKING PLAN - ENLARGEMENT

SHEET NUMBER
C-503



STANDARD SEPARATION REQUIREMENTS

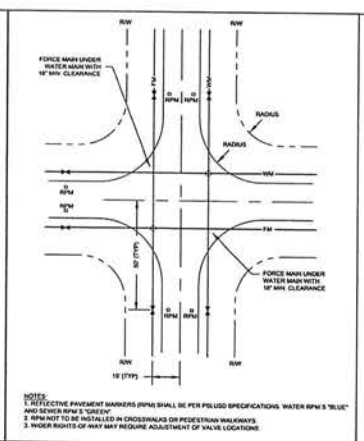


NOTES:

1. IF EXISTING SWALE FLOWLINES DIFFER FROM THESE TYPICAL GUIDELINES, THEN THE SWALE FLOWLINES SHALL DICTATE WHERE THE WATER MAINS (WM) AND THE FORCE MAINS (FM) ARE CONSTRUCTED WITHIN THE ROAD RIGHT-OF-WAY. UNDER NO CIRCUMSTANCES, SHALL WATER MAINS, FORCE MAINS AND LOW PRESSURE MAINS BE CONSTRUCTED BENEATH THE SWALE FLOWLINES.

2. STANDARD SEPARATION TO OTHER PIPES AND UTILITIES SHALL BE PER DETAIL G-01. MINIMUM COVER SHALL BE MAINTAINED PER PSLUSD UTILITY STANDARDS.

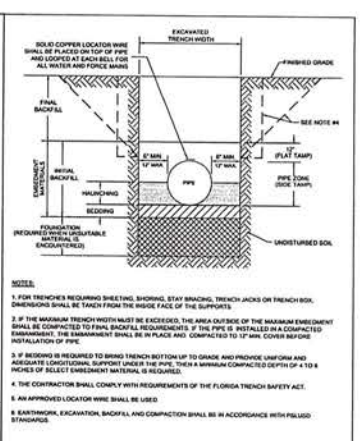
PSLUSD MAINS IN ROAD RIGHT-OF-WAY SWALE DRAINAGE



NOTES:

1. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE PER PSLUSD SPECIFICATIONS. WATER RPM'S "BLUE" AND SEWER RPM'S "GREEN".
2. RPM NOT TO BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.
3. WIDER RIGHTS-OF-WAY MAY REQUIRE ADJUSTMENT OF VALVE LOCATIONS.

VALVE LOCATION GUIDELINES FOR INTERSECTIONS



NOTES:

1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.

2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.

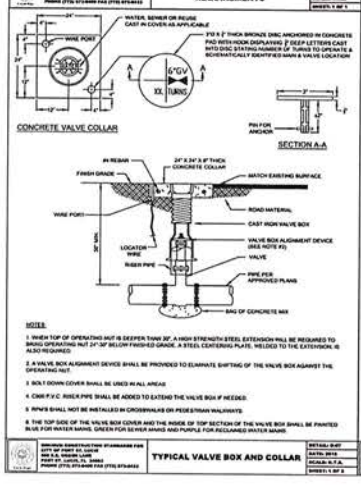
3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 1/2 x INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.

4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

5. AN APPROVED LOCATOR WIRE SHALL BE USED

6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

STANDARD PIPE TRENCH CROSS SECTION



NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 30", A HIGH STRENGTH STEEL EXTENSION RILL BE REQUIRED TO SWING OPERATING NUT 24"-30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.

2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.

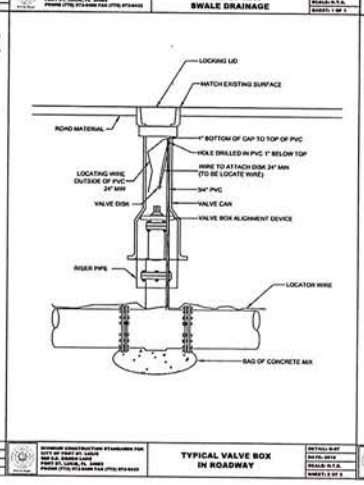
3. BOLT-DOWN COVER SHALL BE USED IN ALL AREAS

4. CMP, P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.

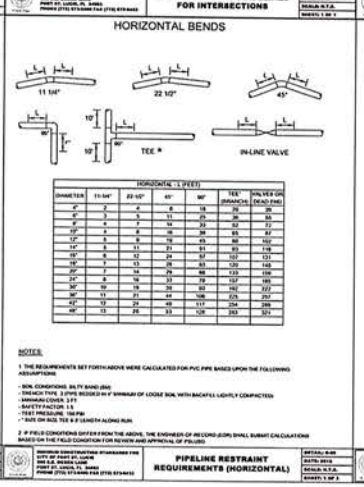
5. RPM'S SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.

6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

TYPICAL VALVE BOX AND COLLAR



TYPICAL VALVE BOX IN ROADWAY



DIAMETER	11-1/4°	22-1/2°	45°	90°	TEE* (BRANCH)	VALVES OR DEAD END
HORIZONTAL - L (FEET)						
4"	2	4	8	18	20	20
6"	3	5	11	25	30	30
8"	4	7	14	32	52	72
10"	4	8	16	39	85	87
12"	5	9	19	45	86	102
14"	5	11	21	51	93	116
16"	6	12	24	57	102	131
18"	7	13	26	63	120	145
20"	7	14	29	68	123	159
24"	8	16	33	79	157	185
30"	10	19	39	93	192	237
36"	11	21	44	106	225	257
42"	12	24	49	117	254	288
48"	13	26	53	128	282	321

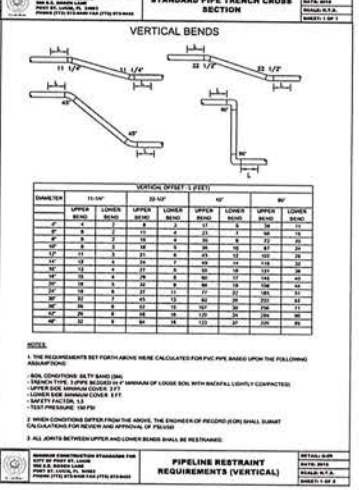
NOTES:

1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 3 (PIPE BEDDED IN 6" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- MINIMUM COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI
- * SIZE ON BOX TEE 6 X (LENGTH ALONG RUN)

2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER OF RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD.

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)



DIAMETER	11-1/4°		22-1/2°		45°		90°	
	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND
VERTICAL OFFSET - L (FEET)								
4"	4	1	8	3	17	6	35	15
6"	6	2	11	4	23	7	48	19
8"	8	2	15	4	30	8	63	20
10"	9	2	18	5	36	10	67	21
12"	11	3	21	6	43	12	102	24
14"	12	4	24	7	49	14	116	30
16"	13	4	27	8	55	16	131	36
18"	15	4	29	8	60	17	146	40
20"	16	5	32	9	64	19	158	42
24"	18	6	37	11	77	22	185	51
30"	22	7	45	13	92	26	232	63
36"	26	8	52	15	107	30	256	71
42"	29	8	58	16	120	34	299	80
48"	32	9	64	18	133	37	320	85

NOTES:

1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH TYPE: 3 (PIPE BEDDED IN 6" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- UPPER SIDE MINIMUM COVER: 3 FT
- LOWER SIDE MINIMUM COVER: 5 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI

2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER OF RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD

3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)

PORT ST. LUCIE PROJECT #16-179

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YKY
3	UTILITY COMMENTS	10/18/2016	YKY
2	CITY COMMENTS	09/30/2016	YKY
1	CITY COMMENTS	09/07/2016	YKY

Kimley»Horn

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PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

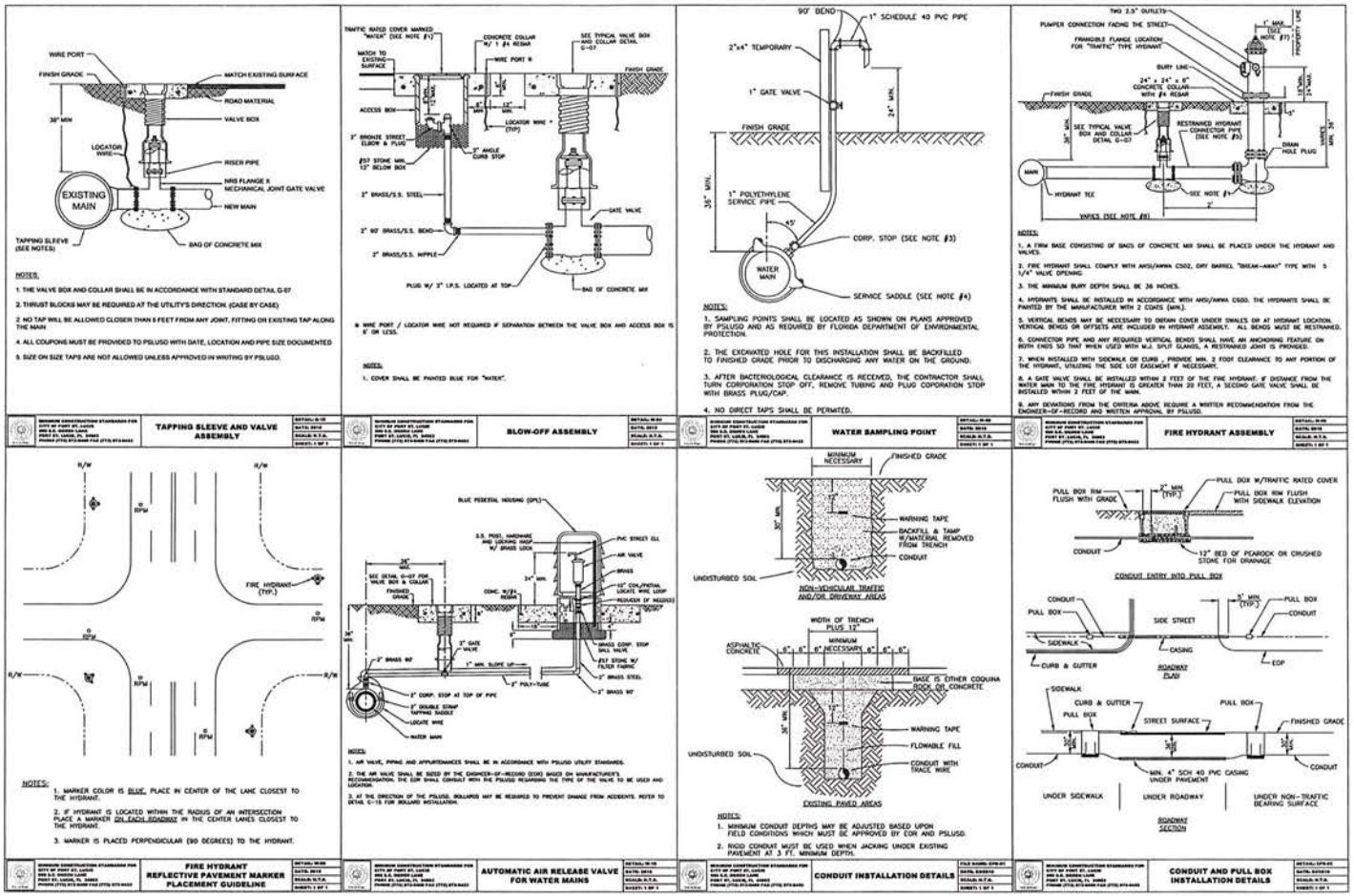
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JHB
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52770
DATE:

UTILITY DETAILS

SHEET NUMBER
C-600



No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JHI
CHECKED BY MDS

WESTERN GROVES SPINE ROAD

PREPARED FOR

WCI COMMUNITIES, LLC

PORT ST. LUCIE FL

LICENSED PROFESSIONAL

MICHAEL D. SPRUCE, P.E.

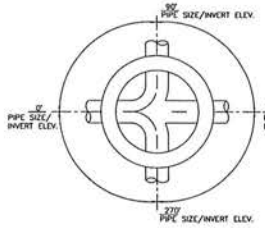
FL LICENSE NUMBER 52776

DATE: ____

UTILITY DETAILS

SHEET NUMBER

C-601



PLAN VIEW

NOTES:

1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES.

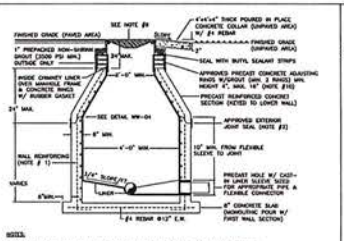
2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM.

3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. MARIN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6500 FAX (772) 873-6422

INVERT FLOW CHANNELS FOR MANHOLES

DETAIL: WW-01 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1



NOTES:

1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C-478, LATEST REVISION.

2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL WW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.

3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.

4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.

5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL WW-01).

6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED SINCE MANHOLE IS IN PLACE.

7. A MINIMUM OF 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.

8. MANHOLE AND BASE WILL BE LINED INSIDE WITH AN APPROVED LINER SYSTEM

9. AN APPROVED COVER & FRAME SHALL BE PROVIDED. APPROVED INSIDE MANHOLE CHIMNEY SEALANT SHALL BE APPLIED UNDER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.

10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.

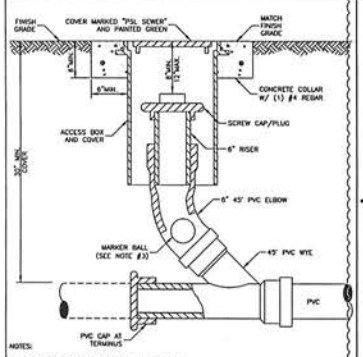
11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.

CONT. ON SHEET 2 OF 2

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. MARIN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6500 FAX (772) 873-6422

STANDARD PRECAST MANHOLE

DETAIL: WW-02 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 2



NOTES:

1. AN ACCESS BOX AND COVER SHALL BE USED.

2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILITY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.

3. MARKER BALL SHALL BE STRAPPED TO THE ELBOW.

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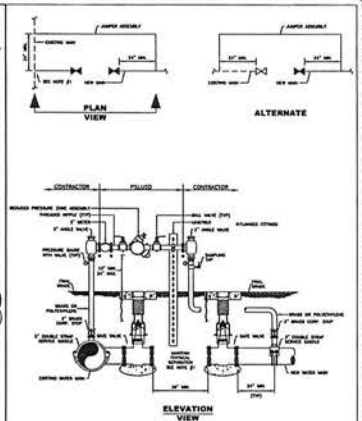
SANITARY SEWER CLEANOUT

DETAIL: WW-03 | DATE: 2010 | SCALE: N.T.S. | SHEET: 1 OF 1



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. MARIN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6500 FAX (772) 873-6422

TEMPORARY JUMPER CONNECTION

DETAIL: W-016 | DATE: 02/2013 | SCALE: N.T.S. | SHEET: 1 OF 2

NOTES:

1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE PSLUSD WATER MAINS AND PROPOSED NEW WATER MAINS. A PHYSICAL SEPARATION SHALL BE MAINTAINED, EXCEPT AS NOTED HEREIN. THE PROCEDURES ARE APPLICABLE WHEN CONNECTING TO AN EXISTING PSLUSD WATER MAIN, WHETHER BY TAPPING THE AND VALVE OR BY CONTRACTOR OF A FLANGED STUB OUT WITH AN EXISTING GATE VALVE.

2. THE CONTRACTOR SHALL CONTACT THE PSLUSD REGARDING SCHEDULING OF REQUIRED INSPECTIONS RELATING TO THE CONNECTION. PSLUSD INSPECTIONS ARE MANDATORY AND MUST BE MADE TO INSURE THAT TAPS TO EXISTING WATER MAINS, JUMPER INSTALLATION, FLUSHING, PRESSURE TESTING, DISINFECTION, SAMPLING, FLUSHING OF SAMPLING POINTS AND PERMANENT CONNECTION OF THE NEW WATER MAIN. THE CONTRACTOR SHALL FOLLOW ALL PROCEDURES STRICTLY IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS MANUAL.

3. THE TEMPORARY JUMPER ASSEMBLY FLANGE TO FLANGE WILL BE SUPPLIED, INSTALLED AND TESTED BY THE PSLUSD, IN COORDINATION WITH THE ENGINEER OF RECORD AND CONTRACTOR. OTHER MATERIALS AND INSTALLATION REQUIRED FOR THE CONNECTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE UNDERGROUND FITTINGS SHALL BE REGRADED MECHANICAL JOINT TYPE. ALL MATERIALS SHALL BE PER THE PSLUSD APPROVED QUALIFIED PRODUCTS LIST. THE JUMPER CONNECTION SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL THE ASSEMBLY IS REMOVED BY THE PSLUSD.

4. ALL NEW WATER MAINS SHALL BE DOUBLE FLUSHED, FLUSHED, PRESSURE TESTED AND DISINFECTED. NEW MAINS SHALL NOT BE PLACED INTO SERVICE UNTIL THE BACTERIOLOGICAL TEST RESULTS ARE SATISFACTORY AND A WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE PSLUSD.

5. A PHYSICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE EXISTING MAIN AND NEW MAIN, EXCEPT AS NOTED HEREIN. IF THE NEW MAIN IS OF A SIZE OR LENGTH THAT FLUSHING/FLUSHING CANNOT BE EFFECTIVELY ACCOMPLISHED WITH THE JUMPER CONNECTION, THE PSLUSD MAY ALLOW A PHYSICAL CONNECTION UNDER CONTROLLED CONDITIONS AS FOLLOWS:

   a. THE PROCEDURE WILL BE CONDUCTED BY THE CONTRACTOR IN THE PRESENCE OF A PSLUSD INSPECTOR AND THE ENGINEER OF RECORD (OR HIS REPRESENTATIVE).
   b. THE NEW VAV (SEE NOTES IN THIS DETAIL, SHALL BE PRESSURE LEAKAGE TESTED AND REPLACED IF LEAKAGE IS OBSERVED. THE VALVES WILL BE KEPT CLOSED BY THE PSLUSD AND SHALL NOT BE OPERATED BY ANY ONE OTHER THAN PSLUSD PERSONNEL.
   c. THE NEW MAIN SHALL BE FLUSHED, BE USED TO FILL THE NEW MAIN.
   d. THE CONTRACTOR SHALL DISINFECT THE PIPE AND FITTINGS USED TO MAKE THE CONNECTION BY SPRAYING AND DRAINING WITH CHLORINE.
   e. ALL VALVES IN THE NEW SYSTEM DOWNSTREAM OF THE JUMPER SHALL BE OPENED BY THE CONTRACTOR PRIOR TO FLUSHING. THE VALVES SHOWN IN THIS DETAIL SHALL BE OPENED BY PSLUSD PERSONNEL ONLY.
   f. THE FLUSHING AND FLUSHING SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF A PSLUSD INSPECTOR. THE VALVES WILL BE CLOSED BY PSLUSD PERSONNEL AFTER THE MAINS HAVE BEEN FLUSHED.

6. THE WATER MAINS SHALL BE PRESSURE TESTED AFTER FLUSHING AND PRIOR TO DISINFECTION. ALL VALVES SHALL REMAIN CLOSED DURING THE PRESSURE TEST AND WILL BE OPENED BY PSLUSD PERSONNEL AFTER THE TEST RESULTS ARE SATISFACTORY.

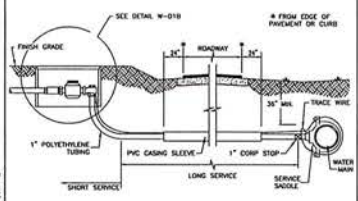
7. DISINFECTION SHALL BE CONDUCTED IN ACCORDANCE WITH AWWA C651. A MINIMUM PRESSURE OF 20 PSI SHALL BE MAINTAINED IN THE NEW MAIN AFTER DISINFECTION.

8. UPON DISINFECTION ACCEPTANCE, THE SAMPLING POINTS SHALL BE REMOVED AND PLUGGED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE THE PERMANENT CONNECTION TO THE PREVIOUSLY CAPPED PSLUSD INSPECTOR. UPON THE CONNECTION WAS PREVIOUSLY MADE AS INDICATED IN NOTES 5A. THE PIPE AND FITTINGS FOR CONNECTION SHALL BE DISINFECTED BY SPRAYING AND DRAINING WITH CHLORINE. THE JUMPER AND SHORT SPLICE TO FLANGE WILL BE REMOVED BY THE PSLUSD PERSONNEL AND THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE THE REST OF THE JUMPER CONNECTION PIPING AND PLUG THE CORPORATION STOP VALVES.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. MARIN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6500 FAX (772) 873-6422

TEMPORARY JUMPER CONNECTION

DETAIL: W-000 | DATE: 02/2013 | SCALE: N.T.S. | SHEET: 2 OF 2



NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE A MINIMUM OF 18" ON CENTER.

2. ALL SERVICES REQUIRE 36" MINIMUM COVER AT ALL POINTS ALONG SERVICE.

3. 1"Ø SERVICES REQUIRE A 2" MINIMUM I.D. CASING PIPE. CASING PIPE SHALL BE SCHEDULE 40 PVC.

4. TRACE WIRE TO BE INSTALLED AS PER THIS DETAIL.

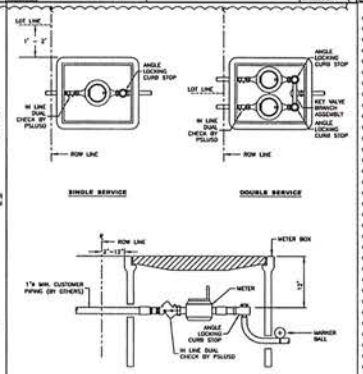
5. SERVICE SADDLE SHALL BE PER QUALIFIED PRODUCTS LIST.

6. METERS SHALL BE LOCATED IMMEDIATELY OUTSIDE THE PROPERTY LINE IN THE RIGHT-OF-WAY UNLESS OTHERWISE DIRECTED BY PSLUSD (SEE DETAIL W-018).

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. MARIN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6500 FAX (772) 873-6422

RESIDENTIAL WATER SERVICE CONNECTION

DETAIL: W-016 | DATE: 02/2013 | SCALE: N.T.S. | SHEET: 1 OF 2



NOTES:

1. METER SHALL BE PURCHASED FROM AND INSTALLED BY PSLUSD.

2. LOCATE MARKER BALL WITH TE STRAPS ARC TO BE PLACED AS SHOWN.

3. A KEY VALVE BRANCH ASSEMBLY SHALL BE PROVIDED BY CONTRACTOR FOR DOUBLE SERVICES.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. MARIN LANE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6500 FAX (772) 873-6422

RESIDENTIAL WATER SERVICE METER DETAIL

DETAIL: W-018 | DATE: 02/2013 | SCALE: N.T.S. | SHEET: 2 OF 2

PORT ST. LUCIE PROJECT #PSL-170

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YKY
3	UTILITY COMMENTS	10/18/2016	YKY
2	CITY COMMENTS	09/30/2016	YKY
1	CITY COMMENTS	09/07/2016	YKY

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KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JHI
CHECKED BY MDS

WESTERN GROVES SPINE ROAD

PREPARED FOR

WCI COMMUNITIES, LLC

PORT ST. LUCIE FL

LICENSED PROFESSIONAL

MICHAEL D. SPRUCE, P.E.

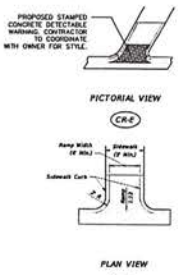
FL LICENSE NUMBER 52776

DATE: _____

UTILITY DETAILS

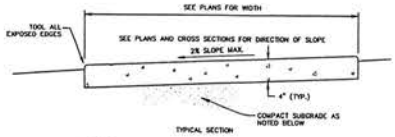
SHEET NUMBER

C-602



ACCESSIBLE RAMPS
N.T.S.

1. ALL ACCESSIBLE COMPONENTS CONSTRUCTED AS PART OF THESE PLANS SHALL COMPLY WITH CHAPTER 11 OF THE FLORIDA BUILDING CODE.
2. ACCESSIBLE ROUTE TO ACCESSIBLE SPACES, BUILDING ENTRANCES, AND PUBLIC STREETS SHALL NOT EXCEED 5% RUNNING SLOPE AND 2% CROSS SLOPE.
3. UNLESS OTHERWISE SHOWN ON THE PLANS, THE MINIMUM CLEAR ROUTE SHALL BE 36" WIDE WITH A 60" X 60" PASSING SPACE EVERY 200 FEET.
4. ACCESSIBLE ROUTES THROUGH PLANTERS SHALL BE LEVEL WITH THE SURROUNDING PAVEMENT OR PROVIDE CURB RAMPS AT EACH END WITH A MINIMUM 48" LEVEL LANDING IN BETWEEN.
5. THE ACCESSIBLE ROUTE IN FRONT OF PULL - IN PARKING SHALL BE A MINIMUM OF 44" WIDE AND NOT REDUCED BY VEHICLE OVERHANGS, CURBING, SIGN POSTS, OR OTHER OBSTRUCTIONS.
6. SPECIAL RAMP RULES APPLY FOR ANY RISE GREATER THAN 6" INCLUDING BUT NOT LIMITED TO RESTRICTION ON SLOPE, TOTAL RISE BETWEEN LANDINGS, AND USE OF HANDRAILS, PER F.B.C 11-4.8.
7. PUBLIC SIDEWALK CURB RAMPS CONSTRUCTED WITHIN A PUBLIC RIGHT- OF -WAY, IN ABSENCE OF LOCAL ROADWAY GUIDELINES, SHALL MEET THE REQUIREMENTS OF F.D.O.T INDEX 304.
8. WHEN ACCESSIBLE PARKING ABUTS CURB OR EDGE OF PAVEMENT, PLEASE REFER TO DETAIL FOR STRIPING COLOR, STALL DIMENSIONS AND SLOPE.
9. CHANGE IN LEVEL ALONG ACCESSIBLE ROUTE IS NOT TO EXCEED ½" WITHOUT A RAMP PER SECTION 11-4.5.8.

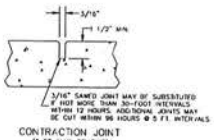


TYPICAL SECTION

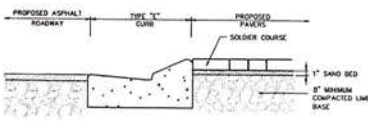
NOTES:

1. PROVIDE EXPANSION JOINTS BETWEEN SIDEWALK AND CURB OR AT ANY OTHER RIGID STRUCTURE.
2. EXPANSION JOINTS SHALL BE PROVIDED AT 120 FT. MAXIMUM SPACING.
3. MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 3,000 P.S.I. @ 28 DAYS FOR SIDEWALKS.
4. MINIMUM THICKNESS OF SIDEWALK SHALL BE 4" THICK CONCRETE. CONCRETE SIDEWALK SHALL BE MINIMUM THICKNESS OF 6" AT DRIVEWAY CROSSINGS.
5. FOR SIDEWALKS OR DRIVEWAYS WITHIN R.O.W., COMPACT SUBGRADE TO 98% OF MAXIMUM DENSITY AS DETERMINED BY ASTM1557. COMPACTION OUTSIDE R.O.W. MAY BE 95% OF MAXIMUM DENSITY.URS.

CONCRETE SIDEWALK DETAIL
N.T.S.



CONTRACTION JOINT
(5 FT. MAX. SPACING)



VEHICULAR BRICK PAVERS
AT 8' WIDE MEDIAN ROUNDABOUT
SCALE: N.T.S.

PAVER NOTES

Contractor to stabilize the subgrade, install base material, and 1" bedding sand to the proper depths and grades as shown in the plans.

Pavement surface to be clean and free of all loose material, dust, dirt, caked clay, and other foreign material.

Protect precast concrete paving work in hot weather during installation. Provide a windbreak and artificial shade. Do not install pavers in wet weather or while pavers are damp.

All pavers shall be as listed below or equal, minimum 5000 psi per design per ASTM c-140 with the unit tested in the horizontal position.

1. 3-1/8 " depth pavers, color and type to be approved by the municipality. Submit samples of each size and product data/ pattern information for approval.

Pavers by Tremron Group (or approved equal):

- Roadway Paver Units:4X8X3-1/8"
  Color: Heritage (Red/Tan/Charcoal blend)
- Median Paver Units: 4X8X2-3/8"
  Color: Rustic (Red/Charcoal blend)

The Installation of the Precast Concrete Paver shall be as follows:

A. Spread the bedding sand, conforming to ASTM C-144-661, evenly over the base course and screed to plan thickness, not to exceed a thickness of 1". Do not disturb the screed sand. Place sufficient sand to stay ahead of the laid roadway paver stone. Do not use the bedding sand to fill depressions in the base course.

B.1. Lay 4 x 8 roadway paver stones in a herringbone pattern with a soldier course of 4 x 8 pavers outlining each paver field. Cut all pavers with motor driven saw equipment to provide clean, sharp, unchipped edges. Cut units to provide patterns shown and to fit in adjoining work neatly. Use full units without cutting wherever possible.

B.2. Lay 4 x 8 median paver stones in a basketweave pattern with a soldier course of 4 x 8 pavers outlining each paver field. Cut all pavers with motor driven saw equipment to provide clean, sharp, unchipped edges. Cut units to provide patterns shown and to fit in adjoining work neatly. Use full units without cutting wherever possible.

C. Joints between the pavers shall be laid hand tight.

D. Fill gaps at the edge of the paved area with cut roadway pavers.

E. Use a low amplitude vibrator cable of 150 psi with 75-100 hz frequency to vibrate and compact roadway pavers into bedding sand.

F. Vibrate the roadway pavers, sweeping polymeric joint sand into the joints and vibrating until the joints are full. Do not vibrate within 3 ft. of the unrestrained edges of the roadway pavers.

G. At the end of each day, all work within 3 ft. of laying face be left fully compacted, with sand-filled joints.

H. Sweep off the excess sand and seal pavers with Technisoil paver sealant or approved equal.

I. Leave a final surface elevation of roadway pavers of 1/8" to 1/4" above adjacent drainage structures.

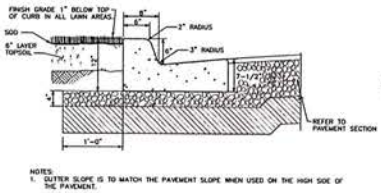
J. Do not permit the final surface elevation of the pavers deviate more than 3/8" under a 10 ft. straightedge.

PART 2 MATERIALS

Materials shall be per the FDOT "Standard Specifications for Roads and Bridge Construction".

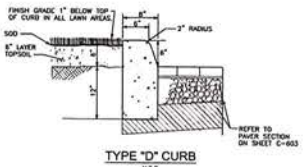
PART 3 EXECUTION

Execution shall be per the FDOT "Standard Specifications for Roads and Bridge Construction".

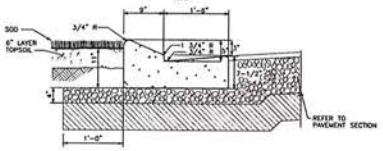


NOTES:
1. GUTTER SLOPE IS TO MATCH THE PAVEMENT SLOPE WHEN USED ON THE HIGH SIDE OF THE PAVEMENT.

TYPE "F" CURB
N.T.S.

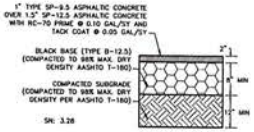


TYPE "D" CURB
N.T.S.

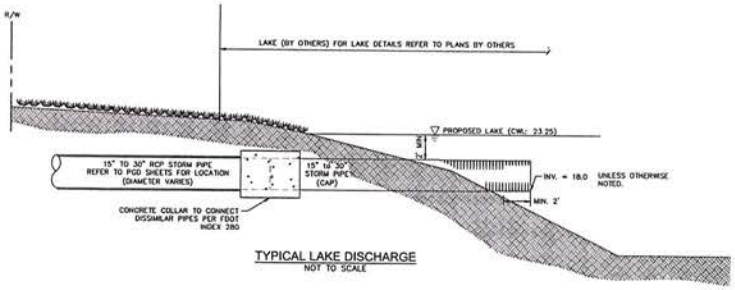


NOTES:
1. GUTTER SLOPE IS TO MATCH THE PAVEMENT SLOPE WHEN USED ON THE HIGH SIDE OF THE PAVEMENT.

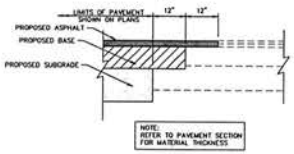
TYPE "E" CURB
N.T.S.



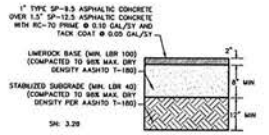
ALTERNATIVE B ASPHALTIC CONCRETE
PAVEMENT SECTION
N.T.S.



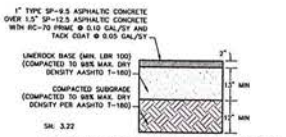
TYPICAL LAKE DISCHARGE
NOT TO SCALE



PAVEMENT MATCHING DETAIL
N.T.S.



TYPICAL ASPHALTIC CONCRETE
PAVEMENT SECTION
N.T.S.



ALTERNATIVE A ASPHALTIC CONCRETE
PAVEMENT SECTION
N.T.S.

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YKY
3	UTILITY COMMENTS	10/18/2016	YKY
2	CITY COMMENTS	09/30/2016	YKY
1	CITY COMMENTS	09/07/2016	YKY

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PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JHI
CHECKED BY MDS

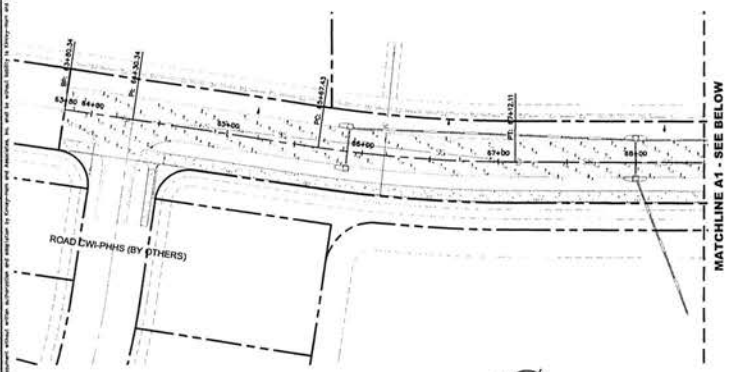
WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE

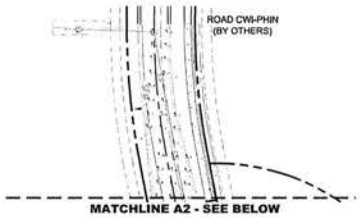
PORT ST. LUCIE PROJECT #16-126

PAVING, GRADING AND DRAINAGE DETAILS

SHEET NUMBER
C-603



SPINE ROAD PLAN VIEW



ROAD CWI-PH1N PLAN VIEW

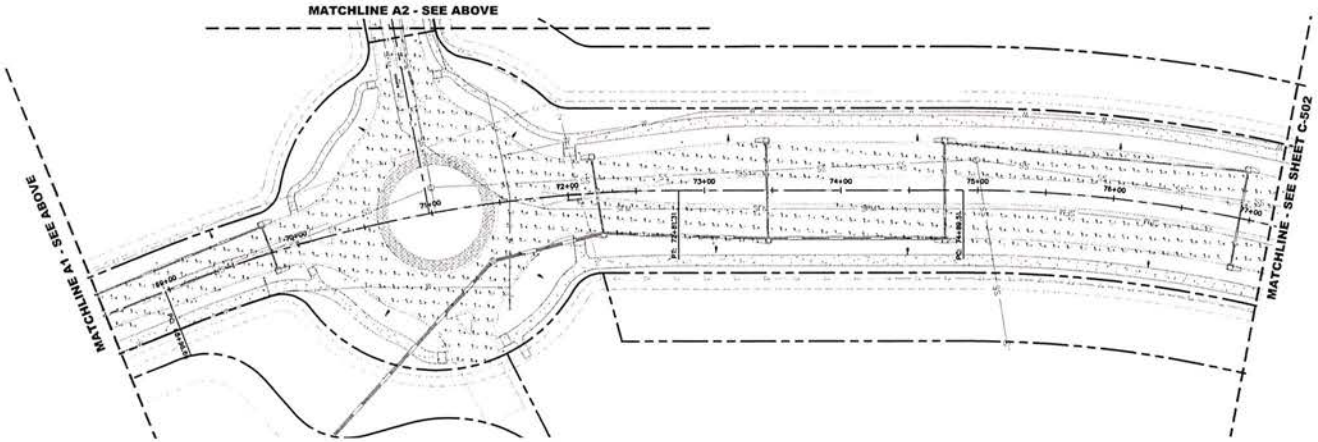
GRAPHIC SCALE IN FEET
0 20 40 80

KEY MAP
SCALE 1" = 1000'

LIGHTING CRITERIA
AVERAGE 1.0 f.c. MIN.
AVG/MIN RATIO 4 OR LESS
MAX/MIN RATIO 10 OR LESS

FB ULTIMATE
MINIMUM = 0.3 AVG/MIN = 3.58
AVERAGE = 1.94
MAXIMUM = 4.2 MAX/MIN = 8.40

WL ULTIMATE
MINIMUM = 0.5 AVG/MIN = 3.98
AVERAGE = 1.99
MAXIMUM = 4.3 MAX/MIN = 8.60



SPINE ROAD PLAN VIEW

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PORT ST. LUCIE PROJECT #16-129

No.	REVISIONS	DATE	BY
3	UTILITY COMMENTS	11/11/2016	YXY
2	UTILITY COMMENTS	10/18/2016	YXY
1	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

Kimley»Horn

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PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

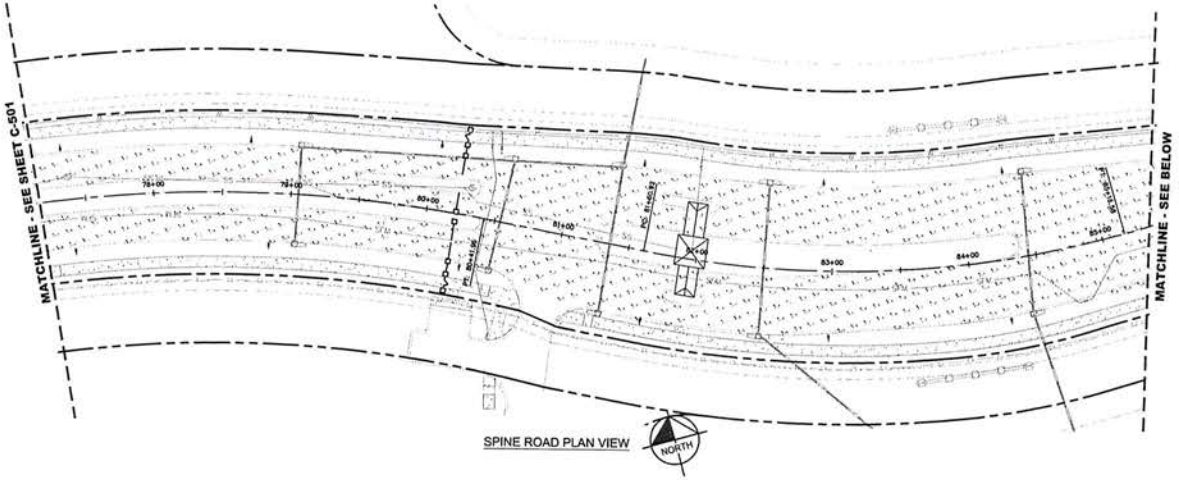
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

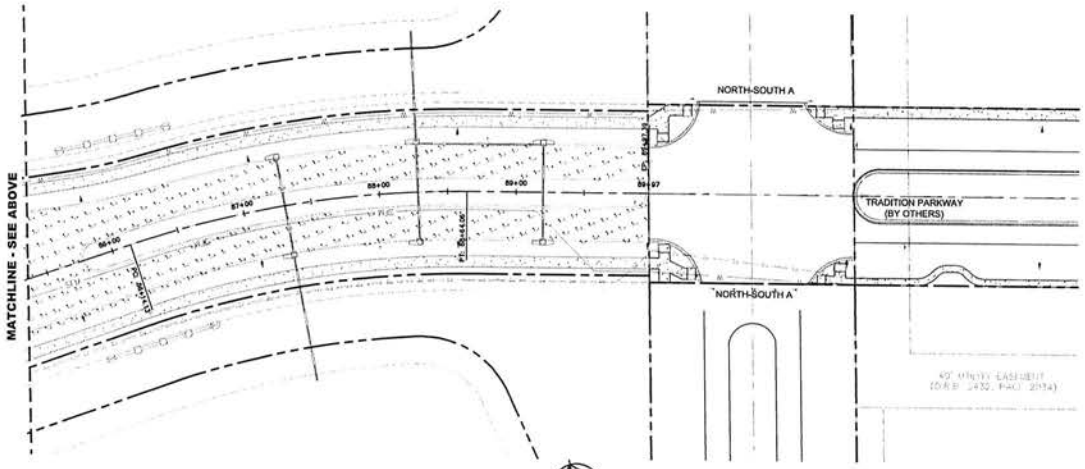
LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE:

PHOTOMETRIC PLAN

SHEET NUMBER
C-700

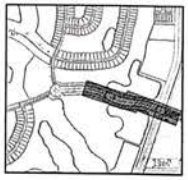


SPINE ROAD PLAN VIEW



SPINE ROAD PLAN VIEW

GRAPHIC SCALE IN FEET
0 20 40 80



KEY MAP
SCALE 1" = 1000'

LIGHTING CRITERIA
AVERAGE 1.5 F.C. MIN.
AVG/MIN RATIO 4 OR LESS
MAX/MIN RATIO 10 OR LESS

FD ULTIMATE
MINIMUM = 0.5 AVG/MIN = 3.86
AVERAGE = 1.94
MAXIMUM = 4.2 MAX/MIN = 8.40

MD ULTIMATE
MINIMUM = 0.5 AVG/MIN = 3.98
AVERAGE = 1.99
MAXIMUM = 4.3 MAX/MIN = 8.60

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988.

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

PORT ST. LUCIE PROJECT #18-129

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	YXY
3	UTILITY COMMENTS	10/18/2016	YXY
2	CITY COMMENTS	09/30/2016	YXY
1	CITY COMMENTS	09/07/2016	YXY

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PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

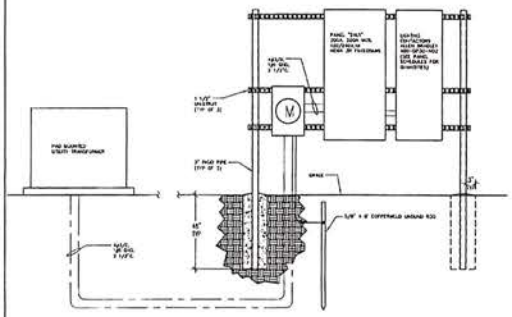
KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JRF
CHECKED BY MDS

WESTERN GROVES
SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

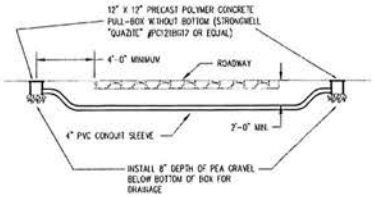
PHOTOMETRIC PLAN

SHEET NUMBER
C-701



TYPICAL POWER RISER DIAGRAM
No Scale

1

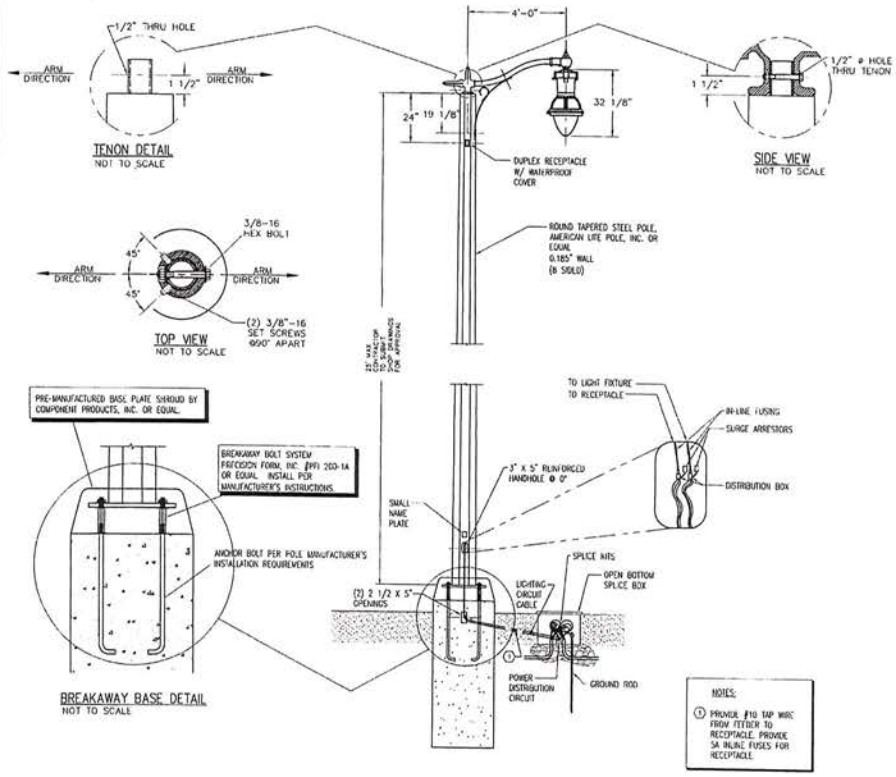


UNDER ROADWAY SLEEVING
No Scale

2

SITE LIGHT FIXTURE SCHEDULE

TYPE	DESCRIPTION	MANUFACTURER'S CATALOG NUMBER	VOLTAGE	LAMP	REMARKS
RLA	DECORATIVE TEARDROP CORONET LUMINAIRE WITH DECORATIVE ARM, TYPE IV DISTRIBUTION, 250 W METAL HALIDE LAMP, 27'-6" CONCRETE POLE, BLACK FINISH	KING #K84-EAD-IV-250(MOG)MH -240(MT)-KPL20-BK KING ARM #KA-30-T-72"-BK AMERICAN LITEPOLE, TAPERED STEEL, POWDER-COAT FINISH, BLACK	120/240	1-250W(MOG)MH	PROVIDE DUPLEX GFCI OUTLET IN POLE. SEE DETAIL BELOW FOR MOUNTING HEIGHT.



ROADWAY LIGHT POLE (TYPE RLA)
No Scale

3

PORT ST. LUCIE PROJECT #PSL-20

No.	REVISIONS	DATE	BY
4	UTILITY COMMENTS	11/11/2016	TXT
3	UTILITY COMMENTS	10/18/2016	TXT
2	CITY COMMENTS	09/30/2016	TXT
1	CITY COMMENTS	09/07/2016	TXT

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PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

KHA PROJECT 043407010
DATE AUG 2016
SCALE AS SHOWN
DESIGNED BY MDM
DRAWN BY JHI
CHECKED BY MDS

WESTERN GROVES SPINE ROAD
PREPARED FOR
WCI COMMUNITIES, LLC
PORT ST. LUCIE FL

LICENSED PROFESSIONAL
MICHAEL D. SPRUCE, P.E.
FL LICENSE NUMBER 52776
DATE: ____

PHOTOMETRIC DETAILS

SHEET NUMBER
C-702

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM

Agenda Item #: 11C
Meeting Date: 1/23/17

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager

THRU: O. Reginald Osenton, City Attorney

FROM: Azlina Goldstein Siegel, Esq., Special Counsel

Agenda Item: Resolution: Crosstown Parkway Extension Project – Authorizing Acceptance of a Sovereignty Submerged Lands Easement and an Easement for Crossing State-Owned Uplands

Submittal Date: 1/20/2017

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's 2020 Goal 4, which is to complete the Crosstown Parkway and thus provide "Improved Mobility within Port St. Lucie."

BACKGROUND: The City's construction of its Crosstown Parkway Extension Project – Bridge Crossing Over the North Fork of the St. Lucie River (the "Project") requires the crossing and use of sovereign submerged lands and state-owned uplands. The City must obtain easements from the Governor and Cabinet, who sit as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "BOT"), for the use of the sovereign submerged lands and the state-owned uplands. The Florida Department of Environmental Protection ("FDEP") manages the state-owned uplands, specifically the Savannas Preserve State Park and the North Fork of the St. Lucie River Aquatic Preserve.

The City and the FDEP entered into a Memorandum of Understanding on April 26, 2010 (the "MOU") and the First Amendment to Memorandum of Understanding on March 13, 2014 (the "First Amendment to MOU"), which served to formalize the parties' understanding regarding the City's need for the proposed easements for the Project, and set forth the responsibilities of the parties thereto. The City has fulfilled its obligations under the MOU and the First Amendment to MOU, and therefore the BOT and FDEP have agreed to the proposed use and conveyance of an easement over the state lands for the Project for public road right-of-way

purposes. With respect to the authorization for the conveyance of an easement over the sovereign submerged lands, such authorization was provided by the South Florida Water Management District ("SFWMD") by virtue of a delegation of authority found in Rule 18-21.0051(2), F.A.C. On December 23, 2016, the SFWMD issued to the City the Consolidated Environmental Resource Permit No. 56-03461-P (the "ERP") for the Project, via a Final Order in the Division of Administrative Hearings, Case No. 16-1018. The ERP approves construction of the Project and includes the authorization of a 50-year sovereignty submerged lands public easement for the Project for public transportation purposes.

ANALYSIS: The Project Team has reviewed the Sovereign Submerged Lands Easement and the Easement for crossing the state-owned uplands (collectively, the "Easement Documents") and consulted with the FDEP Staff and its legal counsel regarding various provisions and special conditions.

FINANCIAL INFORMATION: Following the City's execution of the easement documents, the documents will be transmitted to FDEP for final execution by the BOT. The fully executed instruments will be returned to the City for recording, at the City's sole cost and expense, in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida.

LEGAL INFORMATION: The Resolution authorizing the acceptance of the proposed Easement Documents has been draft by Azlina Goldstein Siegel, Special Legal Counsel, and is attached hereto as Attachment "1." The proposed Easement Documents, which are exhibits to the Resolution, have been reviewed and approved as to form and legal sufficiency by legal counsel for FDEP and special legal counsel for the City.

STAFF RECOMMENDATION: Staff recommends approval.

SPECIAL CONSIDERATION: Please process this matter as an addendum for placement on the January 23, 2017 City Council Meeting Agenda.

PRESENTATION INFORMATION: Ms. Roebling or a member of the Project Team will be able to answer any questions of City Council.

REQUESTED MEETING DATE: 1/23/2017

LOCATION OF PROJECT: Crosstown Parkway Extension Project – Bridge Crossing

ATTACHMENTS: Authorizing Resolution with attached proposed Easement Documents

cc: Patricia R. Roebling, Assistant City Manager/City Engineer
Frank Knott, Project Manager – Public Works Department

ATTACHMENT

"1"

(to Council Agenda Memorandum)

COUNCIL ITEM 11C
DATE 1/23/17

ADDENDUM

RESOLUTION 17-R06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING THE ACCEPTANCE OF A SOVEREIGNTY SUBMERGED LANDS EASEMENT AND AN EASEMENT FOR CROSSING STATE-OWNED UPLANDS FROM THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA ("BOT") FOR PUBLIC TRANSPORTATION AND ROAD RIGHT-OF-WAY PURPOSES FOR THE CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Crosstown Parkway Extension Project will involve the construction of a six-lane vehicular bridge extending the Crosstown Parkway from Manth Lane east to U.S. Highway 1 in Port St. Lucie over the North Fork of the St. Lucie River (hereinafter the "Project"); and

WHEREAS, the Project will require crossing sovereign submerged lands, state-owned uplands in the Savannas Preserve State Park and the North Fork of the St. Lucie River Aquatic Preserve; and

WHEREAS, the City and the State of Florida Department of Environmental Protection ("FDEP") entered into a Memorandum of Understanding on April 26, 2010 (the "MOU") and the First Amendment to Memorandum of Understanding on March 13, 2014 (the "First Amendment to MOU"), which served to formalize the parties' understanding regarding the City's need for the proposed easements for the Project, and set forth the responsibilities of the parties thereto; and

WHEREAS, prior to the City's commencement of construction of the bridge crossing, the City must, in accordance with the MOU and the First Amendment to MOU, obtain easements from the Governor and Cabinet who sit as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "BOT") to cross and use sovereign submerged lands and state-owned uplands for public transportation and road right-of-way purposes for the Project; and

WHEREAS, the South Florida Water Management District ("SFWMD") Consolidated Environmental Resource Permit No. 56-03461-P (the "ERP") was issued for the Project on December 23, 2016, via a Final Order in the Division of Administrative Hearings, Case No. 16-1018. The ERP approves construction of the Project and includes, by virtue of a delegation of authority found in Rule 18-21.0051(2), F.A.C., the authorization of a 50-year sovereignty submerged lands public easement for the Project for public transportation purposes;

WHEREAS, the SFWMD is not delegated the authority to approve the use of the state-owned uplands and therefore the City must acquire the necessary easement to cross state lands from BOT as the owner, and FDEP, as the managing agency over the subject uplands;

WHEREAS, the City has fulfilled its obligations under the MOU and the First Amendment to MOU, and therefore the BOT and FDEP have agreed to the proposed use and conveyance of an easement over the state lands for the Project for public road right-of-way purposes; and

RESOLUTION 17-R06

WHEREAS, the BOT, as owner of the sovereign submerged lands and the state-owned uplands, has provided to the City, through FDEP, the Sovereignty Submerged Lands Easement, and the Easement for crossing state-owned uplands, which are attached to this Resolution as Exhibits "1" and "2," respectively, for the City's acceptance and execution.

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

Section 1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. The proposed Sovereignty Submerged Lands Easement, and the Easement for crossing state-owned uplands (collectively, the "Easements"), which are attached to this Resolution as Exhibits "1" and "2," respectively, are hereby approved and accepted in substantially the same form attached hereto and incorporated herein.

Section 3. The Mayor, the City Manager, and their designees, are hereby authorized to execute any and all documents related to the acceptance of the Easements and to take any and all actions necessary to accomplish and complete this proposed real estate transaction.

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 23rd day of January, 2017.

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 "1"

(to Authorizing Resolution)

This Instrument Prepared By
Tiana D. Brown
Action No. 23480
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 41730
BOT FILE NO. 560238426
PA NO. 090107-1

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Port St. Lucie, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, if any, contained in the following legal description:

> Three parcels of submerged land in Sections 34 and 35,
> Township 36 South, Range 40 East, in the North Fork of the St. Lucie River,
> Evans Creek and Coral Reef Waterway,
> St. Lucie County, Florida, as is more particularly described
> and shown on Attachment A, dated April 16, 2015.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from December 27, 2016, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for public transportation purposes (public vehicular bridge) only by or under the supervision of the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION or such local governmental entity having maintenance responsibility. Grantee shall not engage in any activity related to this use except as described in the South Florida Water Management District Environmental Resource Permit No. 56-03461-P, dated December 23, 2016, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Port St. Lucie, Florida
Attention: Ms. Patricia Roebling, P.E.
121 S.W. Port St Lucie Blvd.
Port St. Lucie, Florida 34984

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

4. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

5. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

6. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

7. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

8. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

9. RESOLUTION OF ANY INEQUITIES: Any inequities that may subsequently arise as a result of this easement shall be subject to negotiation upon written request of either party hereto, and the parties agree to negotiate in good faith. In case of failure by the respective staffs to resolve the conflict(s), the matter shall be referred to the Grantor for final resolution.

10. LIABILITY/INVESTIGATION OF ALL CLIAMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

11. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

12. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

13. CESSATION OF AUTHORIZATION/REMOVAL OF STRUCTURES: Upon termination of this easement all authorization granted shall cease and terminate and Grantee shall remove all facilities and related structures erected at its expense.

14. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

15. AMENDMENTS/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

16. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

17. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent of the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

18. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(60), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

_____
Original Signature

_____
Print/Type Name of Witness

_____
Original Signature

_____
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED AS SUBJECT TO PROPER EXECUTION:

Benjamin M. Martin 01/19/2017
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:

_____
Commission/Serial No._____

WITNESSES:

City of Port St. Lucie, Florida (SEAL)

BY: _____
Original Signature of Executing Authority

_____
Original Signature

_____
Typed/Printed Name of Witness

Gregory J. Oravec
Typed/Printed Name of Executing Authority

_____
Original Signature

Mayor
Title of Executing Authority

_____
Typed/Printed Name of Witness

"GRANTEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Greg J. Oravec as Mayor, for and on behalf of City of Port St. Lucie, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

_____

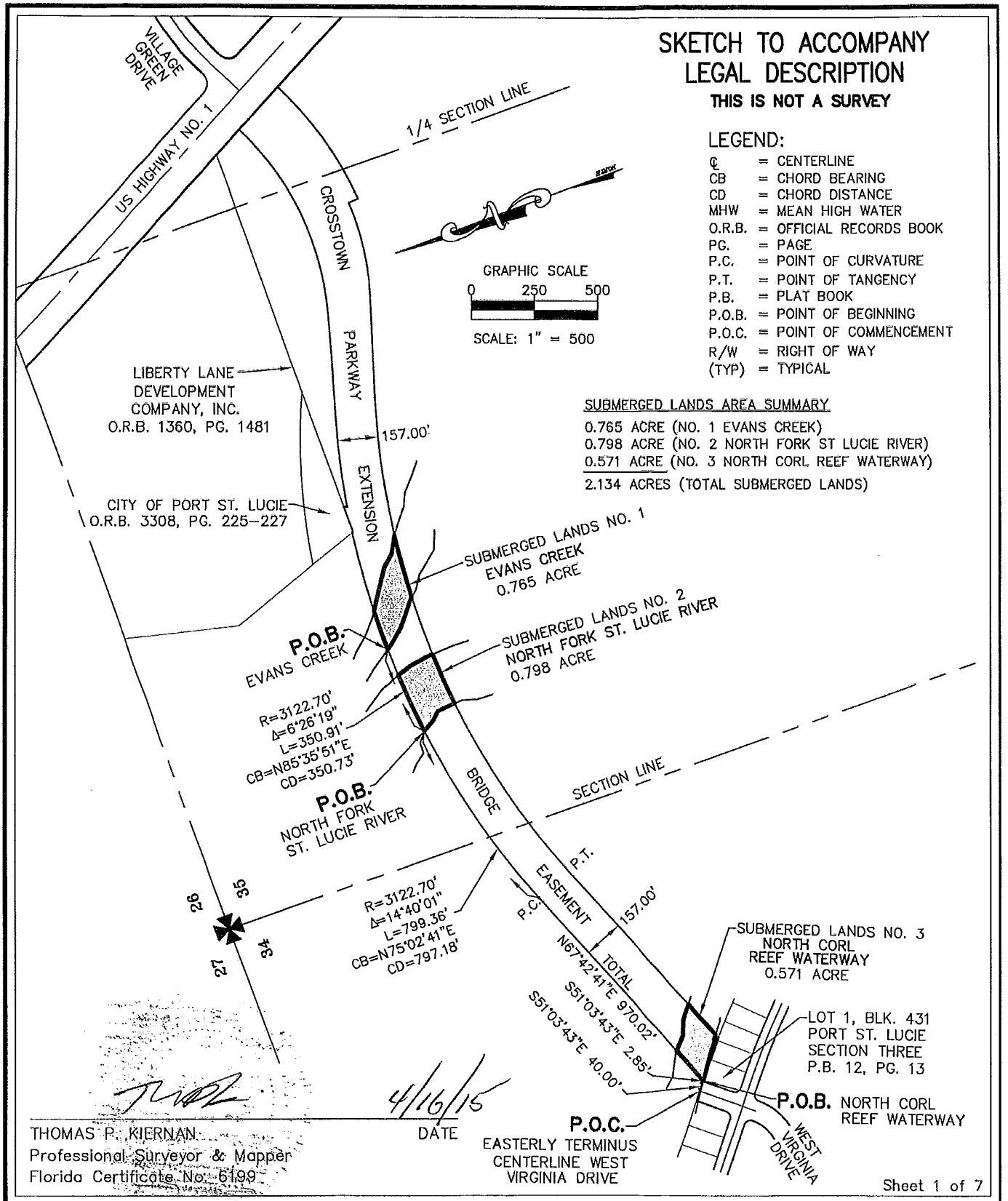
Commission/Serial No._____

_____
Notary Public, State of_____

_____
Printed, Typed or Stamped Name

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



LEGEND:

℄	=	CENTERLINE
CB	=	CHORD BEARING
CD	=	CHORD DISTANCE
MHW	=	MEAN HIGH WATER
O.R.B.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
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P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
R/W	=	RIGHT OF WAY
(TYP)	=	TYPICAL

SUBMERGED LANDS AREA SUMMARY

0.765 ACRE (NO. 1 EVANS CREEK)
0.798 ACRE (NO. 2 NORTH FORK ST LUCIE RIVER)
0.571 ACRE (NO. 3 NORTH CORL REEF WATERWAY)
2.134 ACRES (TOTAL SUBMERGED LANDS)

4/16/15

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

Sheet 1 of 7

SKETCH
OF
SUBMERGED LANDS
CROSSTOWN PARKWAY

File: 12-337
Date: 08-18-2014
Tech: BKH

Revised 9/04/14 BKH

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LEGAL DESCRIPTION

THIS IS NOT A SURVEY

SUBMERGED LANDS EASEMENT NO. 1

ALL SOVEREIGNTY SUBMERGED LANDS LYING BELOW THE MEAN HIGH WATER LINE OF EVANS CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT OVER A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF PORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO AN INTERSECTION WITH THE NORTHERLY BOUNDS OF CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING 3 COURSES; 1) NORTH 67°42'41" EAST A DISTANCE OF 970.02 FEET TO A POINT OF CURVATURE; 2) EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 14°40'01", AN ARC LENGTH OF 799.36 FEET TO A POINT LOCATED NORTH 75°02'41" EAST (CHORD BEARING) A CHORD DISTANCE OF 797.18 FEET FROM THE PREVIOUSLY DESCRIBED POINT; 3) EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 06°26'19", AN ARC LENGTH OF 350.91 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE WESTERLY BOUNDS OF EVANS CREEK AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, WHICH POINT IS LOCATED NORTH 85°35'51" EAST (CHORD BEARING) A CHORD DISTANCE OF 350.73 FEET FROM THE PREVIOUSLY DESCRIBED POINT;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 5 COURSES; 1) SOUTH 36°43'32" EAST A DISTANCE OF 26.05 FEET TO A POINT; 2) SOUTH 39°57'53" EAST A DISTANCE OF 70.29 FEET TO A POINT; 3) SOUTH 50°40'27" EAST A DISTANCE OF 62.90 FEET TO A POINT; 4) SOUTH 51°40'57" EAST A DISTANCE OF 53.56 FEET TO A POINT; 5) SOUTH 40°57'41" EAST A DISTANCE OF 13.32 FEET TO A POINT IN THE SOUTHERLY BOUNDS OF THE CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDS THEREOF ALONG A CURVE TO THE RIGHT OF RADIUS 2965.70 FEET, CENTRAL ANGLE 04°54'10", AN ARC LENGTH OF 253.77 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE EASTERLY BOUNDS OF SAID EVANS CREEK, WHICH POINT IS LOCATED SOUTH 85°42'01" EAST (CHORD BEARING) A CHORD DISTANCE OF 253.69 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 4 COURSES; 1) NORTH 61°06'21" WEST A DISTANCE OF 74.26 FEET TO A POINT; 2) NORTH 42°13'40" WEST A DISTANCE OF 60.95 FEET TO A POINT; 3) NORTH 57°33'18" WEST A DISTANCE OF 82.13 FEET TO A POINT; 4) NORTH 57°01'04" WEST A DISTANCE OF 93.78 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDS OF SAID CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDS THEREOF ALONG A CURVE TO THE LEFT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 02°55'14", AN ARC LENGTH OF 159.17 FEET TO THE POINT OF BEGINNING, WHICH POINT IS LOCATED NORTH 89°43'22" WEST (CHORD BEARING) A CHORD DISTANCE OF 159.16 FEET FROM THE PREVIOUSLY DESCRIBED POINT.

CONTAINING 0.765 ACRE OF SUBMERGED LAND, MORE OR LESS.

DESCRIPTION
OF
SUBMERGED LANDS
CROSSTOWN PARKWAY

File: 12-337
Date: 08-18-2014
Tech: BKH

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STATE OF FLORIDA CERTIFICATION No. LB 4286

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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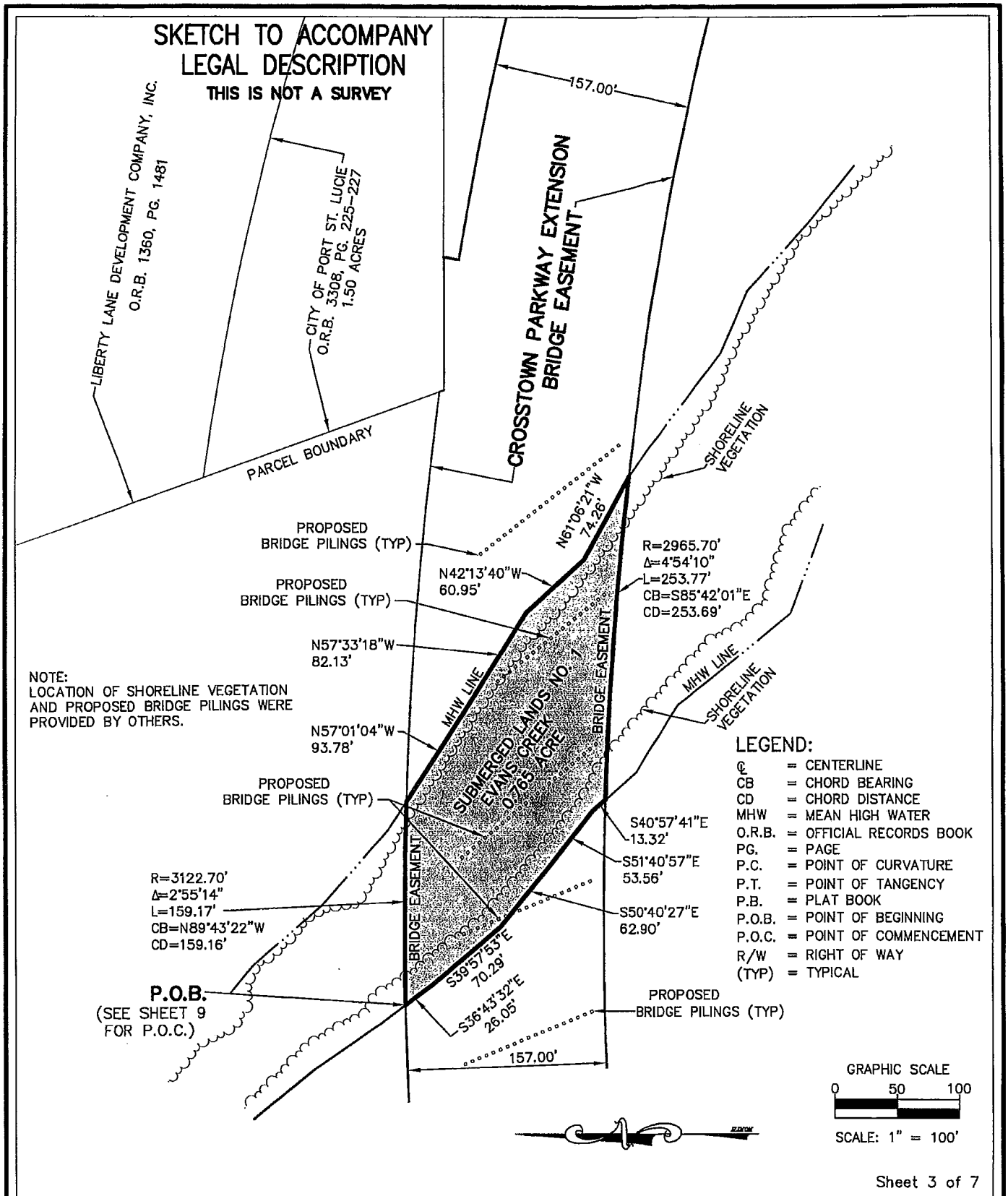

Sheet 3 of 7

SKETCH
OF
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CROSSTOWN PARKWAY

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Revised 9/04/14 BKH

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LEGAL DESCRIPTION

THIS IS NOT A SURVEY

SUBMERGED LANDS EASEMENT NO. 2

ALL SOVEREIGNTY SUBMERGED LANDS LYING BELOW THE MEAN HIGH WATER LINE OF THE NORTH FORK OF THE ST. LUCIE RIVER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT OVER A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF PORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO AN INTERSECTION WITH THE NORTHERLY BOUNDS OF CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING 2 COURSES; 1) NORTH 67°42'41" EAST A DISTANCE OF 970.02 FEET TO A POINT OF CURVATURE; 2) EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 14°40'01", AN ARC LENGTH OF 799.36 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE WESTERLY BOUNDS OF THE NORTH FORK OF THE ST. LUCIE RIVER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, WHICH POINT IS LOCATED NORTH 75°02'41" EAST (CHORD BEARING) A CHORD DISTANCE OF 797.18 FEET FROM THE PREVIOUSLY DESCRIBED POINT;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 4 COURSES; 1) SOUTH 30°08'05" EAST A DISTANCE OF 54.76 FEET TO A POINT; 2) SOUTH 41°50'40" EAST A DISTANCE OF 40.35 FEET TO A POINT; 3) SOUTH 05°18'19" EAST A DISTANCE OF 38.96 FEET TO A POINT; 4) SOUTH 03°52'35" EAST A DISTANCE OF 34.46 FEET TO A POINT IN THE SOUTHERLY BOUNDS OF THE CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDS THEREOF ALONG A CURVE TO THE RIGHT OF RADIUS 2965.70 FEET, CENTRAL ANGLE 04°06"14", AN ARC LENGTH OF 212.42 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE EASTERLY BOUNDS OF SAID NORTH FORK OF THE ST. LUCIE RIVER, WHICH POINT IS LOCATED NORTH 85°11'59" EAST (CHORD BEARING) A CHORD DISTANCE OF 212.38 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 4 COURSES; 1) NORTH 02°26'01" WEST A DISTANCE OF 21.49 FEET TO A POINT; 2) NORTH 09°09'10" WEST A DISTANCE OF 80.79 FEET TO A POINT; 3) NORTH 16°57'28" WEST A DISTANCE OF 52.33 FEET TO A POINT; 4) NORTH 22°05'46" WEST A DISTANCE OF 4.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDS OF SAID CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDS THEREOF ALONG A CURVE TO THE LEFT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 04°26'47", AN ARC LENGTH OF 242.33 FEET TO THE POINT OF BEGINNING, WHICH POINT IS LOCATED SOUTH 84°36'05" WEST (CHORD BEARING) A CHORD DISTANCE OF 242.27 FEET FROM THE PREVIOUSLY DESCRIBED POINT.

CONTAINING 0.798 ACRE OF SUBMERGED LAND, MORE OR LESS.

DESCRIPTION
OF
SUBMERGED LANDS
CROSSTOWN PARKWAY

File: 12-337
Date: 08-18-2014
Tech: BKH

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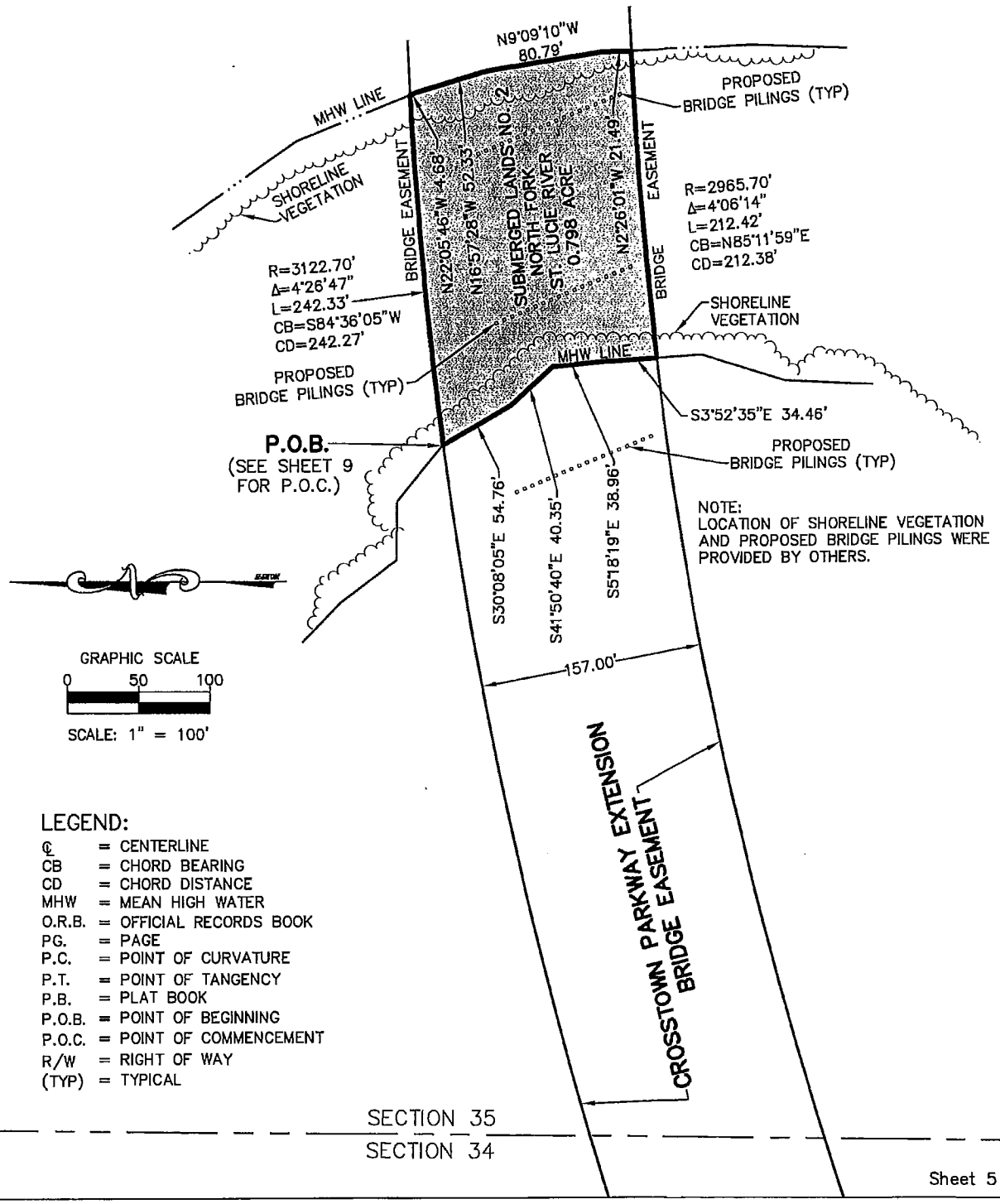

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(TYP)	= TYPICAL

Sheet 5 of 7

SKETCH
OF
SUBMERGED LANDS
CROSSTOWN PARKWAY

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LEGAL DESCRIPTION

THIS IS NOT A SURVEY

SUBMERGED LANDS EASEMENT NO. 3

ALL SOVEREIGNTY SUBMERGED LANDS LYING BELOW THE MEAN HIGH WATER LINE OF NORTH CORL REEF WATER WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT OVER A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF PORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE WESTERLY BOUNDS OF NORTH CORL REEF WATERWAY AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 5 COURSES; 1) SOUTH 55°09'07" EAST A DISTANCE OF 44.20 FEET TO A POINT; 2) SOUTH 55°47'47" EAST A DISTANCE OF 69.23 FEET TO A POINT; 3) SOUTH 49°53'43" EAST A DISTANCE OF 51.66 FEET TO A POINT; 4) NORTH 54°26'53" EAST A DISTANCE OF 5.89 FEET TO A POINT; 5) SOUTH 50°58'01" EAST A DISTANCE OF 20.20 FEET TO A POINT IN THE SOUTHERLY BOUNDS OF THE CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE NORTH 67°42'41" EAST ALONG THE SOUTHERLY BOUNDS THEREOF A DISTANCE OF 161.44 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE EASTERLY BOUNDS OF SAID NORTH CORL REEF WATERWAY; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 3 COURSES; 1) NORTH 51°07'52" WEST A DISTANCE OF 63.22 FEET TO A POINT; 2) NORTH 68°57'33" WEST A DISTANCE OF 65.22 FEET TO A POINT; 3) NORTH 47°46'50" WEST A DISTANCE OF 63.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDS OF SAID CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE SOUTH 67°42'41" WEST ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 157.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.571 ACRE OF SUBMERGED LAND, MORE OR LESS.

DESCRIPTION
OF
SUBMERGED LANDS
CROSSTOWN PARKWAY

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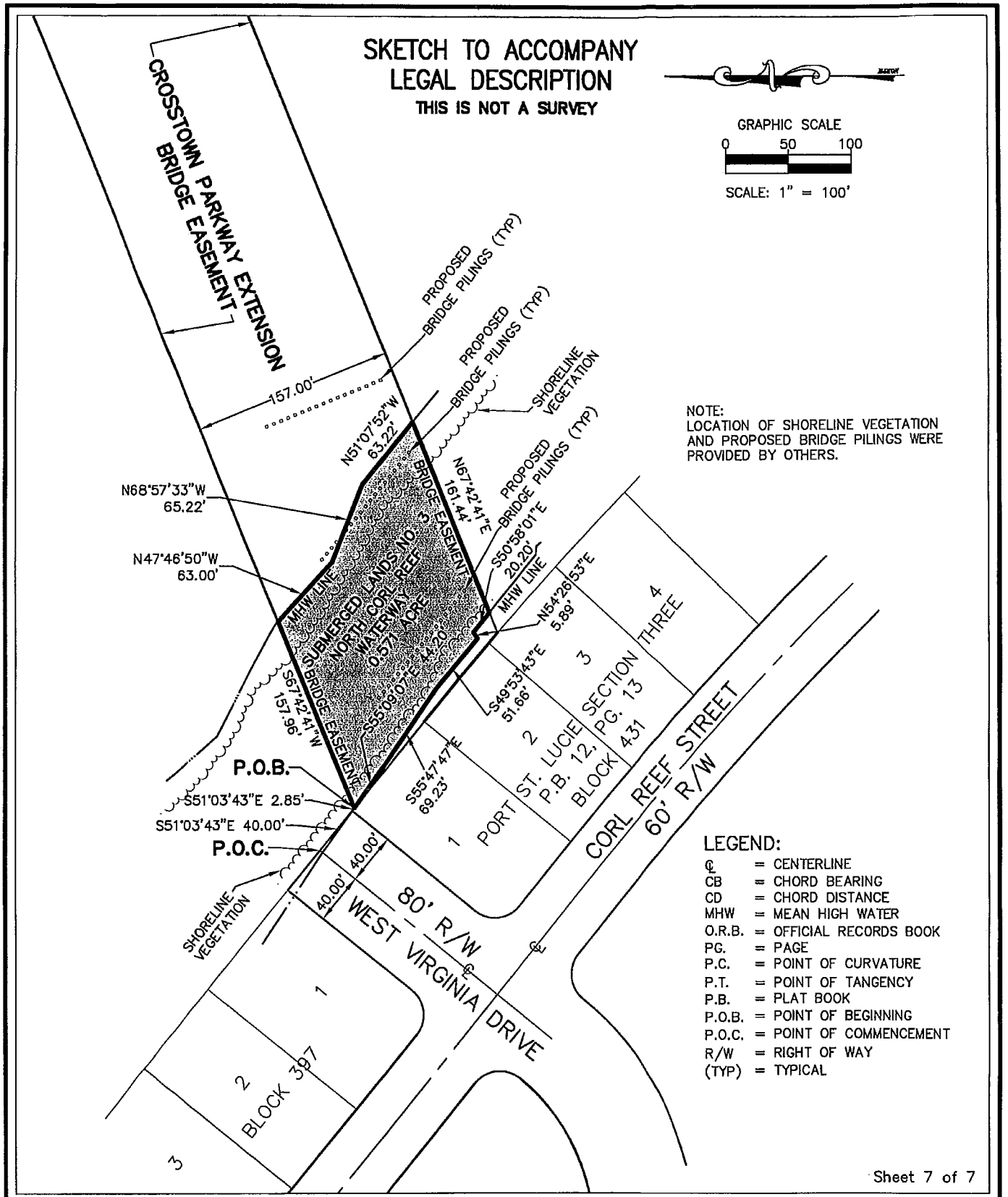

NOTE:
LOCATION OF SHORELINE VEGETATION AND PROPOSED BRIDGE PILINGS WERE PROVIDED BY OTHERS.

LEGEND:

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Sheet 7 of 7

SKETCH
OF
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STATE OF FLORIDA CERTIFICATION No. LB4286

EXHIBIT "2"

(to Authorizing Resolution)

This Easement was prepared by:
Diane C. Martin
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID#27834

OAE1
[14.2 acres]

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

EASEMENT

Easement Number 32916

THIS EASEMENT, made and entered into this _____ day of _____ 20__, between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the Department of Environmental Protection, Division of Recreation and Parks ("managing agency"), under Lease Number 4178, as the Savannas Preserve State Park (the "Park"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for public road right-of-way; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in St. Lucie County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.

2. **TERM**: GRANTOR does hereby grant to the GRANTEE an easement for as long as the easement is used and maintained for public road right-of-way, unless sooner terminated pursuant to the provisions of this easement. If the easement is ever abandoned for public road right-of-way, all right, title, and interest conveyed under this instrument shall automatically revert to GRANTOR.

3. **USE OF PROPERTY AND UNDUE WASTE**: The use of this easement shall be limited to the construction and maintenance of a public road right-of-way, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT**: This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION**: GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION**: GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY**: GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. In consideration of the privileges herein granted, GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, demands, lawsuits, causes of action, costs, expenses, including attorney's fees, claims bills, or liability of any kind or nature arising out of or attributable to the negligent acts or omissions of GRANTEE and its agents, officers, or employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. In the event GRANTEE contracts with a third party for any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every contractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE'S contractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE'S contract. GRANTOR shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein at GRANTEE's expense.

8. **COMPLIANCE WITH LAWS**: GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES**: Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic

sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES**: Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY**: If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS**: This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.

13. **ENTIRE UNDERSTANDING**: This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.

14. **TIME**: Time is expressly declared to be of the essence of this easement.

15. **DEFAULT AND FORFEITURE**: Should GRANTEE, at any time during the term of this easement, suffer or permit to be filed against it an involuntary, or voluntary, petition in bankruptcy or institute a composition or an arrangement proceeding under Chapters 10 or 11 of the Bankruptcy Reform Act of 1978, as amended; or make any assignments for the benefit of its creditors; or should a receiver or trustee be appointed for GRANTEE'S property because of GRANTEE'S insolvency, and the said appointment not vacated within thirty days thereafter; or should GRANTEE'S easement interest be levied on and the lien thereof not discharged within thirty days after said levy has been made; or should GRANTEE fail promptly to make the necessary returns and reports required of it by state and federal law; should GRANTEE fail promptly to comply with all governmental regulations, both state and federal; should GRANTEE fail to comply with any of the terms and conditions of this easement and such failure continues after thirty (30) days written notice of such failure from GRANTOR; then, in such event, and upon the happening of either or any of said events, GRANTOR shall have the right, at its discretion, to consider the same a default on the part of GRANTEE of the terms and provisions hereof, and, in the event of such default, GRANTOR shall have the option of either declaring this easement terminated, and the interest of GRANTEE forfeited, or maintaining this easement in full force and effect and exercising all rights and remedies herein conferred upon GRANTOR. The pendency of bankruptcy proceedings or arrangement proceedings to which GRANTEE

shall be a party shall not preclude GRANTOR from exercising either option herein conferred upon GRANTOR. In the event GRANTEE, or the trustee or receiver of GRANTEE'S property, shall seek an injunction against GRANTOR'S exercise of either option herein conferred, such action on the part of GRANTEE, its trustee or receiver, shall automatically terminate this easement as of the date of the making of such application, and in the event the court shall enjoin GRANTOR from exercising either option herein conferred, such injunction shall automatically terminate this easement.

16. **RIGHT OF AUDIT**: GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.

17. **PAYMENT OF TAXES AND ASSESSMENTS**: GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.

18. **AUTOMATIC REVERSION**: This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.

19. **RECORDING OF EASEMENT**: GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.

20. **GOVERNING LAW**: This easement shall be governed by and interpreted according to the laws of the State of Florida.

21. **SECTION CAPTIONS**: Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

22. **SPECIAL CONDITIONS**: The following special conditions shall apply to this easement:

a) GRANTEE will contact the Florida Division of Historical Resources (DHR) to determine if a certified archeological monitor is required to be on-site for any/all ground-disturbing activities. Further, GRANTEE shall provide written confirmation to the managing agency's Park manager (the "Park Manager") that the aforementioned determination from DHR has been obtained. Should an on-site monitor be required, GRANTEE shall provide one at GRANTEE'S sole cost and expense. DHR may be contacted directly at (850) 245-6333.

b) GRANTEE or GRANTEE'S contractor shall meet with the Park Manager for an onsite pre-construction meeting no less than two weeks before commencing construction to discuss project specifics. During the construction process, GRANTEE shall brief the Park Manager (or their designee) on a regular, periodic basis so that the Park Manager can make all necessary adjustments in park operations to ensure the safety of park visitors and staff and protection of park resources and facilities. The Park Manager (or their designee) can be reached (772)-398-2779.

c) GRANTEE shall comply with all terms and conditions as set forth in that certain Memorandum of Understanding (MOU) dated April 26, 2010, between the State of Florida Department of Environmental Protection (DEP) and the City of Port St. Lucie, as amended, and shall also comply with the terms and conditions of any and all permits issued with respect to the construction and operation of the Crosstown Parkway Extension.

d) GRANTEE shall notify the Park Manager of all permit-mandated physical and environmental monitoring activities that require collection of data within the Park. GRANTEE, its agents or contractors, shall be responsible for conducting all permit-mandated monitoring activities. GRANTEE will schedule all post-construction surveys and other monitoring activities by the GRANTEE, its agents or contractors, with the Park Manager to ensure there are not conflicts with planned activities at the Park.

e) GRANTEE shall coordinate with and obtain approval from the Park Manager for the locations for any daytime/nighttime parking of vehicles and equipment, all maintenance and refueling of vehicles and equipment, and the staging of materials and supplies, if any, within the Park.

f) GRANTEE shall work with the Park Manager and park biologists to ensure that all activities avoid or minimize potential adverse impacts to park wildlife and their associated habitats. GRANTEE is responsible for obtaining all required permits related to any potential adverse impacts upon plant or animal species listed as Endangered or Threatened.

g) GRANTEE acknowledges that prescribed burning is a land management practice used by Park staff to effectively manage natural resources at Savannas Preserve State Park, and that prescribed burning may result in fire or smoke

within or surrounding the easement area. GRANTEE assumes all responsibility for ensuring that GRANTEE'S improvements within the easement area are designed, constructed, operated, and maintained in a manner compatible with prescribed burning practices. GRANTEE agrees to cooperate fully with Park Manager to ensure that any use of the easement area during prescribed burns includes all measures necessary to maximize safety, including – but not limited to – appropriate signage and traffic control.

h) GRANTEE shall maintain the easement area free of all Category I and Category II invasive plant species as defined by the Florida Exotic Pest Plant Council's most current list found at www.fleppc.org.

i) GRANTEE shall ensure that all equipment and vehicles operating in the easement area have been thoroughly cleaned to help prevent exotic or invasive species from entering the Park. The Park Manager reserves the right to inspect and deny park access to any vehicles or equipment that have not been sufficiently cleaned.

j) GRANTEE shall ensure that any that any/all areas of active construction are clearly identified through the use of warning signage, barricades and flagging, as deemed appropriate by the Park Manager, in order to protect the safety of park visitors and staff.

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties have caused this easement to be executed on the day and year first above written.

WITNESSES:

_____
Original Signature

_____
Print/Type Name of Witness

_____
Original Signature

_____
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY:_____
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

1.13.16
DEP Attorney Date

_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:

_____
Commission/Serial No._____

WITNESSES:

CITY OF PORT ST. LUCIE, FLORIDA (SEAL)

_____
Original Signature

BY:_____
Original Signature of Executing Authority

_____
Typed/Printed Name of Witness

Gregory J. Oravec
Typed/Printed Name of Executing Authority

_____
Original Signature

Mayor
Title of Executing Authority

_____
Typed/Printed Name of Witness

"GRANTEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Gregory J. Oravec, as Mayor, for and on behalf of the City of Port St. Lucie, Florida. He/she is personally known to me or who has produced _____, as identification.

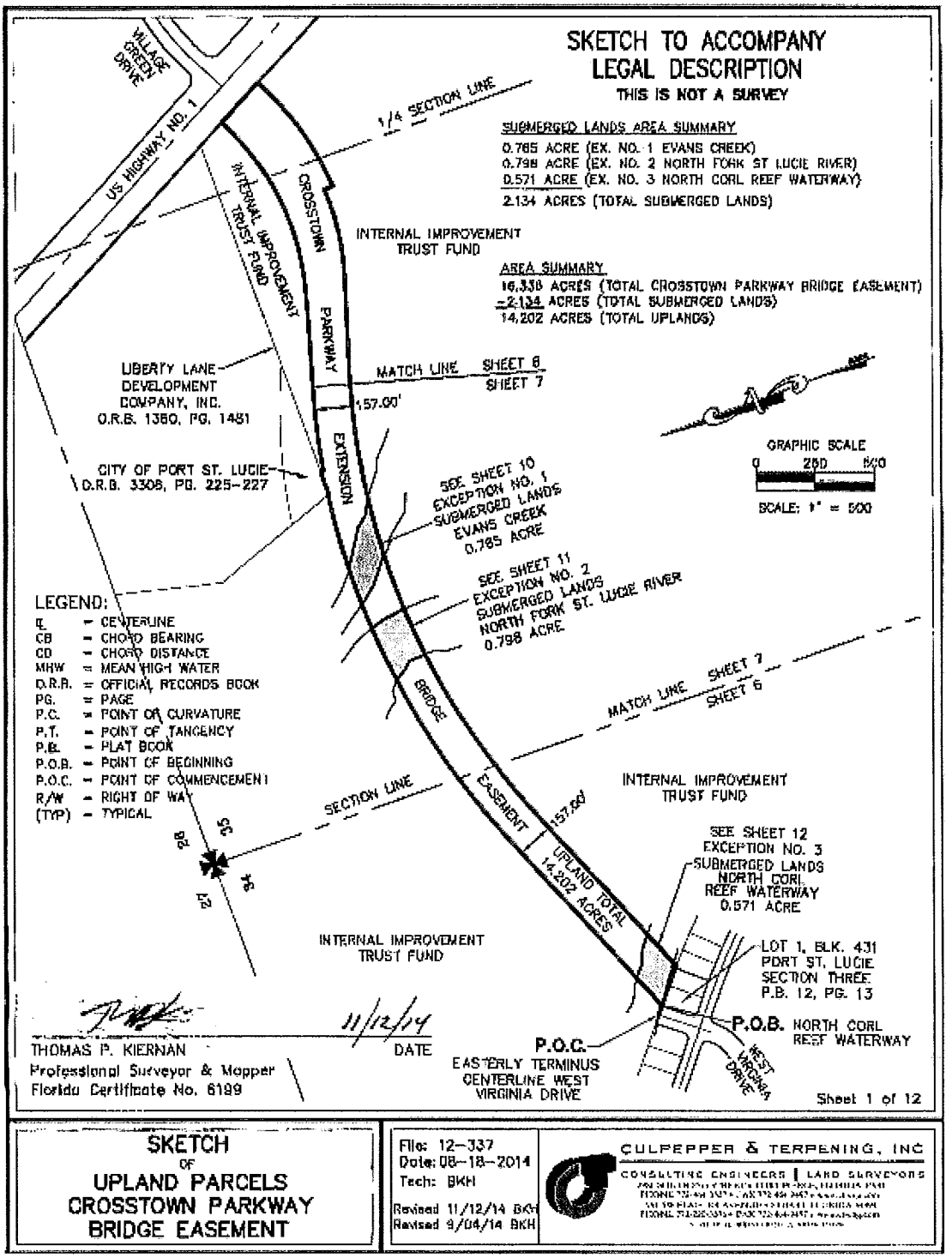
_____
Notary Public, State of Florida

_____
Printed, Typed or Stamped Name

My Commission Expires:

_____
Commission/Serial No._____

EXHIBIT "A"


SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
SUBMERGED LANDS AREA SUMMARY
0.785 ACRE (EX. NO. 1 EVANS CREEK)
0.798 ACRE (EX. NO. 2 NORTH FORK ST LUCIE RIVER)
0.571 ACRE (EX. NO. 3 NORTH CORL REEF WATERWAY)
2.134 ACRES (TOTAL SUBMERGED LANDS)
AREA SUMMARY
16.336 ACRES (TOTAL CROSSTOWN PARKWAY BRIDGE EASEMENT)
-2.134 ACRES (TOTAL SUBMERGED LANDS)
14.202 ACRES (TOTAL UPLANDS)
VILLAGE GREEN DRIVE
US HIGHWAY NO. 1
1/4 SECTION LINE
INTERNAL IMPROVEMENT TRUST FUND
CROSSTOWN PARKWAY EXTENSION
INTERNAL IMPROVEMENT TRUST FUND
LIBERTY LANE DEVELOPMENT COMPANY, INC. O.R.B. 1360, PG. 1481
CITY OF PORT ST. LUCIE O.R.B. 3308, PG. 225-227
MATCH LINE SHEET 6 SHEET 7
157.00'
GRAPHIC SCALE
0 250 500
SCALE: 1" = 500'
SEE SHEET 10 EXCEPTION NO. 1 SUBMERGED LANDS EVANS CREEK 0.785 ACRE
SEE SHEET 11 EXCEPTION NO. 2 SUBMERGED LANDS NORTH FORK ST. LUCIE RIVER 0.798 ACRE
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
BRIDGE EASEMENT
MATCH LINE SHEET 7 SHEET 6
INTERNAL IMPROVEMENT TRUST FUND
SECTION LINE
157.00'
UPLAND TOTAL 14.202 ACRES
SEE SHEET 12 EXCEPTION NO. 3 SUBMERGED LANDS NORTH CORL REEF WATERWAY 0.571 ACRE
INTERNAL IMPROVEMENT TRUST FUND
LOT 1, BLK. 431 PORT ST. LUCIE SECTION THREE P.B. 12, PG. 13
P.O.B. NORTH CORL REEF WATERWAY
P.O.C. EASTERLY TERMINUS CENTERLINE WEST VIRGINIA DRIVE
WEST VIRGINIA DRIVE
11/12/14
THOMAS P. KIERNAN
Professional Surveyor & Mapper
Florida Certificate No. 6199
DATE
Sheet 1 of 12
SKETCH OF UPLAND PARCELS CROSSTOWN PARKWAY BRIDGE EASEMENT
File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

UPLAND EASEMENT

ALL LANDS LYING ABOVE THE MEAN HIGH WATER LINE OF EVANS CREEK, THE NORTH FORK OF THE ST. LUCIE RIVER AND NORTH CORL REEF WATERWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

AN EASEMENT OVER A PARCEL OF LAND LYING IN SECTIONS 34 AND 35, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF PORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO THE POINT OF BEGINNING:

RUNNING THENCE NORTH 67°42'41" EAST A DISTANCE OF 970.02 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 29°54'57", AN ARC LENGTH OF 1630.45 FEET TO A POINT IN THE WESTERLY BOUNDS OF A PARCEL OF LAND CONVEYED TO LIBERTY LANE DEVELOPMENT COMPANY, INC. BY DEED RECORDED IN OFFICIAL RECORDS BOOK 1380, PAGE 1481, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WHICH POINT IS LOCATED NORTH 82°40'09" EAST (CHORD BEARING) A CHORD DISTANCE OF 1611.99 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 19°46'37" EAST ALONG THE WESTERLY BOUNDS OF SAID CONVEYANCE A DISTANCE OF 3.75 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°56'38" EAST ALONG THE SOUTHERLY BOUNDS OF SAID CONVEYANCE A DISTANCE OF 103.33 FEET TO A POINT; THENCE SOUTH 09°31'50" WEST, DEPARTING SAID BOUNDS, A DISTANCE OF 12.22 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 06°32'40", AN ARC LENGTH OF 356.68 FEET TO A POINT OF TANGENCY, WHICH POINT IS LOCATED SOUTH 77°11'51" EAST (CHORD BEARING) A CHORD DISTANCE OF 356.48 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 73°56'31" EAST A DISTANCE OF 222.41 FEET TO A POINT; THENCE SOUTH 74°36'31" EAST A DISTANCE OF 174.21 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND NORTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 1088.43 FEET, CENTRAL ANGLE 42°52'00", AN ARC LENGTH OF 814.33 FEET TO A POINT IN THE WESTERLY BOUNDS OF US HIGHWAY NO. 1 (STATE ROAD NO. 5), WHICH POINT IS LOCATED NORTH 83°57'29" EAST (CHORD BEARING) A CHORD DISTANCE OF 795.47 FEET FROM THE PREVIOUSLY DESCRIBED POINT, WHICH POINT IS ALSO LOCATED SOUTH 27°52'19" EAST A DISTANCE OF 131.86 FEET FROM THE SOUTHEAST CORNER OF THE CONVEYANCE LAST ABOVE MENTIONED; THENCE SOUTH 27°52'19" EAST ALONG SAID WESTERLY BOUNDS OF US HIGHWAY NO. 1 A DISTANCE OF 225.04 FEET TO A POINT; THENCE SOUTHWESTERLY, DEPARTING SAID HIGHWAY BOUNDARY, ALONG A CURVE TO THE RIGHT OF RADIUS 1313.46 FEET, CENTRAL ANGLE 23°30'16", AN ARC LENGTH OF 538.82 FEET TO A POINT LOCATED SOUTH 74°12'30" WEST (CHORD BEARING) A CHORD DISTANCE OF 535.05 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE NORTH 04°02'21" WEST ALONG A LINE RADIAL TO THE LAST DESCRIBED COURSE A DISTANCE OF 38.90 FEET TO A POINT; THENCE WESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 1025.44 FEET, CENTRAL ANGLE 20°39'20", AN ARC LENGTH OF 369.66 FEET TO A POINT OF TANGENCY, WHICH POINT IS LOCATED NORTH 83°06'06" WEST (CHORD BEARING) A CHORD DISTANCE OF 367.68 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE NORTH 72°46'25" WEST A DISTANCE OF 400.16 FEET TO A POINT; THENCE NORTH 73°56'31" WEST A DISTANCE OF 58.87 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 2965.70 FEET, CENTRAL ANGLE 38°21'48", AN ARC LENGTH OF 1985.74 FEET TO A POINT OF TANGENCY, WHICH POINT IS LOCATED SOUTH 86°53'35" WEST (CHORD BEARING) A CHORD DISTANCE OF 1948.86 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE SOUTH 67°42'41" WEST A DISTANCE OF 885.54 FEET TO POINT IN THE NORTHEASTERLY BOUNDS OF LOT 3, BLOCK 431 OF THE SUBDIVISION FIRST ABOVE MENTIONED; THENCE NORTHWESTERLY ALONG THE BOUNDS OF SAID BLOCK 431 ALONG A CURVE TO THE LEFT OF RADIUS 2734.70 FEET, CENTRAL ANGLE 01°54'35", AN ARC LENGTH OF 91.15 FEET TO A POINT OF TANGENCY, WHICH POINT IS LOCATED NORTH 50°06'26" WEST (CHORD BEARING) A CHORD DISTANCE OF 91.14 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE NORTH 51°03'43" WEST, STILL ALONG THE BOUNDS OF SAID BLOCK 431, A DISTANCE OF 87.15 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE THREE FOLLOWING DESCRIBED SUBMERGED LANDS PARCELS:

BOM APPROVED
By JA Date 12/2/15

Sheet 2 of 12

DESCRIPTION OF UPLAND PARCELS CROSSTOWN PARKWAY BRIDGE EASEMENT	File: 12-337 Date: 08-18-2014 Tech: BKH Revised 11/12/14 BKH Revised 9/04/14 BKH	GULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

EXCEPTION NO. 1

ALL SOVEREIGNTY SUBMERGED LANDS LYING BELOW THE MEAN HIGH WATER LINE OF EVANS CREEK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF FORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO AN INTERSECTION WITH THE NORTHERLY BOUNDS OF CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING 3 COURSES; 1) NORTH 67°42'41" EAST A DISTANCE OF 970.02 FEET TO A POINT OF CURVATURE; 2) EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 14°40'01", AN ARC LENGTH OF 799.36 FEET TO A POINT LOCATED NORTH 75°02'41" EAST (CHORD BEARING) A CHORD DISTANCE OF 797.18 FEET FROM THE PREVIOUSLY DESCRIBED POINT; 3) EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 06°26'19", AN ARC LENGTH OF 350.91 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE WESTERLY BOUNDS OF EVANS CREEK AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, WHICH POINT IS LOCATED NORTH 85°35'51" EAST (CHORD BEARING) A CHORD DISTANCE OF 350.73 FEET FROM THE PREVIOUSLY DESCRIBED POINT;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 5 COURSES; 1) SOUTH 36°43'32" EAST A DISTANCE OF 26.05 FEET TO A POINT; 2) SOUTH 39°57'53" EAST A DISTANCE OF 70.29 FEET TO A POINT; 3) SOUTH 50°40'27" EAST A DISTANCE OF 62.90 FEET TO A POINT; 4) SOUTH 51°40'57" EAST A DISTANCE OF 53.56 FEET TO A POINT; 5) SOUTH 40°57'41" EAST A DISTANCE OF 13.32 FEET TO A POINT IN THE SOUTHERLY BOUNDS OF THE CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDS THEREOF ALONG A CURVE TO THE RIGHT OF RADIUS 2965.70 FEET, CENTRAL ANGLE 04°54'10", AN ARC LENGTH OF 253.77 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE EASTERLY BOUNDS OF SAID EVANS CREEK, WHICH POINT IS LOCATED SOUTH 85°42'01" EAST (CHORD BEARING) A CHORD DISTANCE OF 253.69 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 4 COURSES; 1) NORTH 61°06'21" WEST A DISTANCE OF 74.26 FEET TO A POINT; 2) NORTH 42°13'40" WEST A DISTANCE OF 60.95 FEET TO A POINT; 3) NORTH 57°33'18" WEST A DISTANCE OF 82.13 FEET TO A POINT; 4) NORTH 57°01'04" WEST A DISTANCE OF 93.78 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDS OF SAID CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDS THERFOF ALONG A CURVE TO THE LEFT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 02°55'14", AN ARC LENGTH OF 159.17 FEET TO THE POINT OF BEGINNING, WHICH POINT IS LOCATED NORTH 89°43'22" WEST (CHORD BEARING) A CHORD DISTANCE OF 159.16 FEET FROM THE PREVIOUSLY DESCRIBED POINT.

CONTAINING 0.765 ACRE OF SUBMERGED LAND, MORE OR LESS.

Sheet 3 of 12

DESCRIPTION OF UPLAND PARCELS CROSSTOWN PARKWAY BRIDGE EASEMENT

File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

EXCEPTION NO. 2

ALL SOVEREIGNTY SUBMERGED LANDS LYING BELOW THE MEAN HIGH WATER LINE OF THE NORTH FORK OF THE ST. LUCIE RIVER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF PORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO AN INTERSECTION WITH THE NORTHERLY BOUNDS OF CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE ALONG THE NORTHERLY BOUNDS THEREOF THE FOLLOWING 2 COURSES; 1) NORTH 67°42'41" EAST A DISTANCE OF 970.02 FEET TO A POINT OF CURVATURE; 2) EASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 14°40'01", AN ARC LENGTH OF 799.36 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE WESTERLY BOUNDS OF THE NORTH FORK OF THE ST. LUCIE RIVER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, WHICH POINT IS LOCATED NORTH 75°02'41" EAST (CHORD BEARING) A CHORD DISTANCE OF 797.18 FEET FROM THE PREVIOUSLY DESCRIBED POINT;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 4 COURSES; 1) SOUTH 30°08'05" EAST A DISTANCE OF 54.76 FEET TO A POINT; 2) SOUTH 41°50'40" EAST A DISTANCE OF 40.35 FEET TO A POINT; 3) SOUTH 05°18'19" EAST A DISTANCE OF 38.98 FEET TO A POINT; 4) SOUTH 03°52'35" EAST A DISTANCE OF 34.46 FEET TO A POINT IN THE SOUTHERLY BOUNDS OF THE CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE EASTERLY ALONG THE SOUTHERLY BOUNDS THEREOF ALONG A CURVE TO THE RIGHT OF RADIUS 2965.70 FEET, CENTRAL ANGLE 04°06'14", AN ARC LENGTH OF 212.42 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE EASTERLY BOUNDS OF SAID NORTH FORK OF THE ST. LUCIE RIVER, WHICH POINT IS LOCATED NORTH 85°11'59" EAST (CHORD BEARING) A CHORD DISTANCE OF 212.38 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 4 COURSES; 1) NORTH 02°26'01" WEST A DISTANCE OF 21.49 FEET TO A POINT; 2) NORTH 09°09'10" WEST A DISTANCE OF 80.79 FEET TO A POINT; 3) NORTH 16°57'28" WEST A DISTANCE OF 52.33 FEET TO A POINT; 4) NORTH 22°05'46" WEST A DISTANCE OF 4.68 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDS OF SAID CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE WESTERLY ALONG THE NORTHERLY BOUNDS THEREOF ALONG A CURVE TO THE LEFT OF RADIUS 3122.70 FEET, CENTRAL ANGLE 04°26'47", AN ARC LENGTH OF 242.33 FEET TO THE POINT OF BEGINNING, WHICH POINT IS LOCATED SOUTH 84°36'05" WEST (CHORD BEARING) A CHORD DISTANCE OF 242.27 FEET FROM THE PREVIOUSLY DESCRIBED POINT.

CONTAINING 0.798 ACRE OF SUBMERGED LAND, MORE OR LESS.

Sheet 4 of 12

DESCRIPTION OF UPLAND PARCELS CROSSTOWN PARKWAY BRIDGE EASEMENT	File: 12-337 Date: 08-18-2014 Tech: BKH Revised 11/12/14 BKH Revised 9/04/14 BKH	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

LEGAL DESCRIPTION

THIS IS NOT A SURVEY

EXCEPTION NO. 3

ALL SOVEREIGNTY SUBMERGED LANDS LYING BELOW THE MEAN HIGH WATER LINE OF NORTH CORL REEF WATER WAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE EASTERLY TERMINUS OF THE CENTERLINE OF WEST VIRGINIA DRIVE AS SHOWN ON THE PLAT OF PORT ST. LUCIE, SECTION THREE AS RECORDED IN PLAT BOOK 12, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND RUNNING THENCE SOUTH 51°03'43" EAST ALONG THE EASTERLY TERMINUS OF SAID WEST VIRGINIA DRIVE A DISTANCE OF 40.00 FEET TO THE MOST NORTHERLY CORNER OF LOT 1, BLOCK 431 OF THE ABOVE MENTIONED SUBDIVISION; THENCE SOUTH 51°03'43" EAST ALONG THE NORTHEASTERLY BOUNDS OF SAID LOT 1 A DISTANCE OF 2.85 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE WESTERLY BOUNDS OF NORTH CORL REEF WATERWAY AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

FROM THE ABOVE DESCRIBED POINT OF BEGINNING RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 5 COURSES; 1) SOUTH 55°09'07" EAST A DISTANCE OF 44.20 FEET TO A POINT; 2) SOUTH 55°47'47" EAST A DISTANCE OF 69.23 FEET TO A POINT; 3) SOUTH 49°53'43" EAST A DISTANCE OF 51.66 FEET TO A POINT; 4) NORTH 54°26'53" EAST A DISTANCE OF 5.89 FEET TO A POINT; 5) SOUTH 50°58'01" EAST A DISTANCE OF 20.20 FEET TO A POINT IN THE SOUTHERLY BOUNDS OF THE CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE NORTH 67°42'41" EAST ALONG THE SOUTHERLY BOUNDS THEREOF A DISTANCE OF 181.44 FEET TO A POINT OF INTERSECTION WITH THE MEAN HIGH WATER LINE DEFINING THE EASTERLY BOUNDS OF SAID NORTH CORL REEF WATERWAY; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING 3 COURSES; 1) NORTH 51°07'52" WEST A DISTANCE OF 63.22 FEET TO A POINT; 2) NORTH 68°57'33" WEST A DISTANCE OF 65.22 FEET TO A POINT; 3) NORTH 47°46'50" WEST A DISTANCE OF 63.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDS OF SAID CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT; THENCE SOUTH 67°42'41" WEST ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 157.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.571 ACRE OF SUBMERGED LAND, MORE OR LESS.

THE ABOVE DESCRIBED UPLAND PARCEL CONTAINING 14.202 ACRES OF LAND, MORE OR LESS.

Sheet 5 of 12

DESCRIPTION OF UPLAND PARCELS CROSSTOWN PARKWAY BRIDGE EASEMENT	File: 12-337 Date: 08-18-2014 Tech: BKH Revised 11/12/14 BKH Revised 9/04/14 BKH	CULPEPPER & TERPENING, INC CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

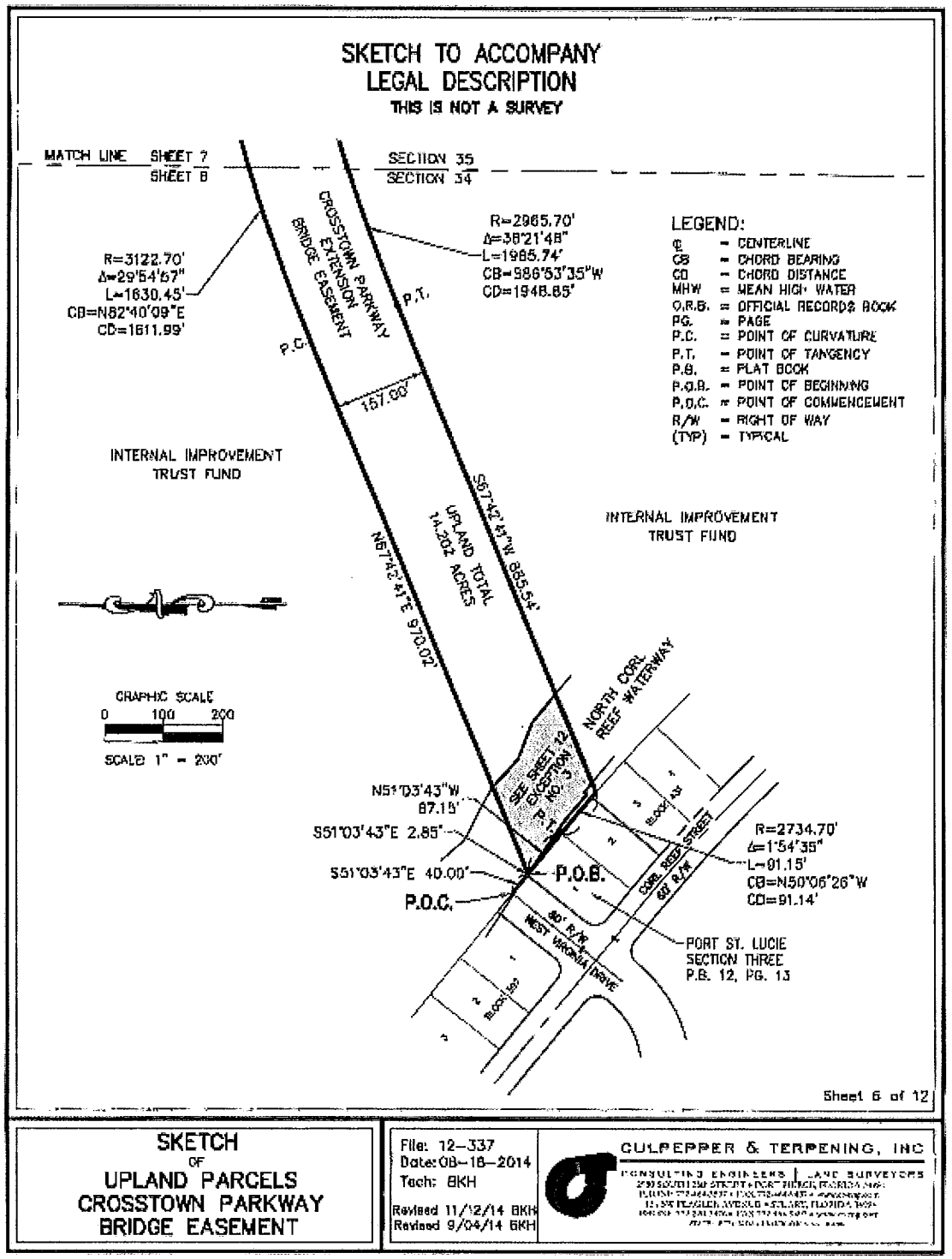

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
MATCH LINE SHEET 7 / SHEET 8
SECTION 35 / SECTION 34
CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT
R=3122.70'
Δ=29°54'57"
L=1630.45'
CB=N82°40'09"E
CD=1611.99'
R=2965.70'
Δ=38°21'48"
L=1985.74'
CB=S86°53'35"W
CD=1948.85'
P.T.
P.C.
157.00'
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
INTERNAL IMPROVEMENT TRUST FUND
INTERNAL IMPROVEMENT TRUST FUND
UPLAND TOTAL 14.202 ACRES
S87°42'41"W 885.54'
N87°42'41"E 970.02'
GRAPHIC SCALE
0 100 200
SCALE 1" = 200'
NORTH CORL REEF WATERWAY
SEE SHEET 12 EXCEPTION 13
N51°03'43"W 87.15'
S51°03'43"E 2.85'
S51°03'43"E 40.00'
P.O.B.
P.O.C.
R=2734.70'
Δ=1°54'35"
L=91.15'
CB=N50°06'26"W
CD=91.14'
CORL REEF STREET 60' R/W
PORT ST. LUCIE SECTION THREE P.B. 12, PG. 13
WEST VIRGINIA DRIVE
Sheet 6 of 12
SKETCH OF UPLAND PARCELS CROSSTOWN PARKWAY BRIDGE EASEMENT
File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

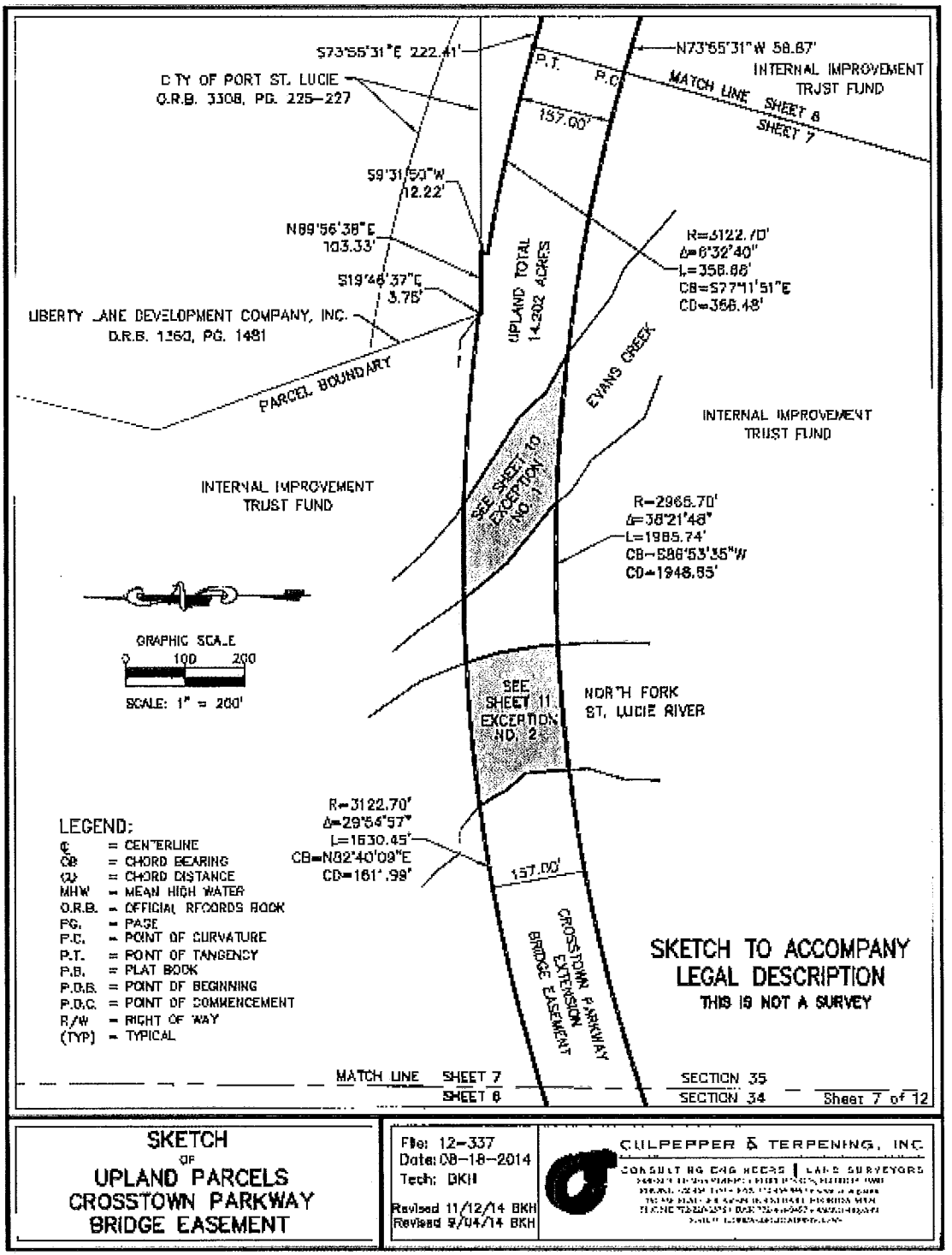

S73°55'31"E 222.41'
CITY OF PORT ST. LUCIE
O.R.B. 3308, PG. 225-227
P.T.
P.C.
N73°55'31"W 58.87'
INTERNAL IMPROVEMENT
TRUST FUND
MATCH LINE SHEET 8
SHEET 7
157.00'
S9°31'50"W
12.22'
N89°56'38"E
103.33'
S19°46'37"E
3.76'
LIBERTY LANE DEVELOPMENT COMPANY, INC.
O.R.B. 1360, PG. 1481
PARCEL BOUNDARY
UPLAND TOTAL
14.202 ACRES
R=3122.70'
Δ=6°32'40"
L=356.86'
CB=S77°11'51"E
CD=356.48'
EVANS CREEK
INTERNAL IMPROVEMENT
TRUST FUND
INTERNAL IMPROVEMENT
TRUST FUND
SEE SHEET 10
EXCEPTION
NO. 1
R=2966.70'
Δ=38°21'46"
L=1985.74'
CB=S86°53'35"W
CD=1948.85'
GRAPHIC SCALE
0 100 200
SCALE: 1" = 200'
SEE
SHEET 11
EXCEPTION
NO. 2
NORTH FORK
ST. LUCIE RIVER
R=3122.70'
Δ=29°54'57"
L=1630.45'
CB=N82°40'09"E
CD=161.99'
157.00'
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
CROSSTOWN PARKWAY
EXTENSION
BRIDGE EASEMENT
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
MATCH LINE SHEET 7
SHEET 8
SECTION 35
SECTION 34
Sheet 7 of 12
SKETCH
OF
UPLAND PARCELS
CROSSTOWN PARKWAY
BRIDGE EASEMENT
File: 12-337
Date: 08-18-2014
Tech: DKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

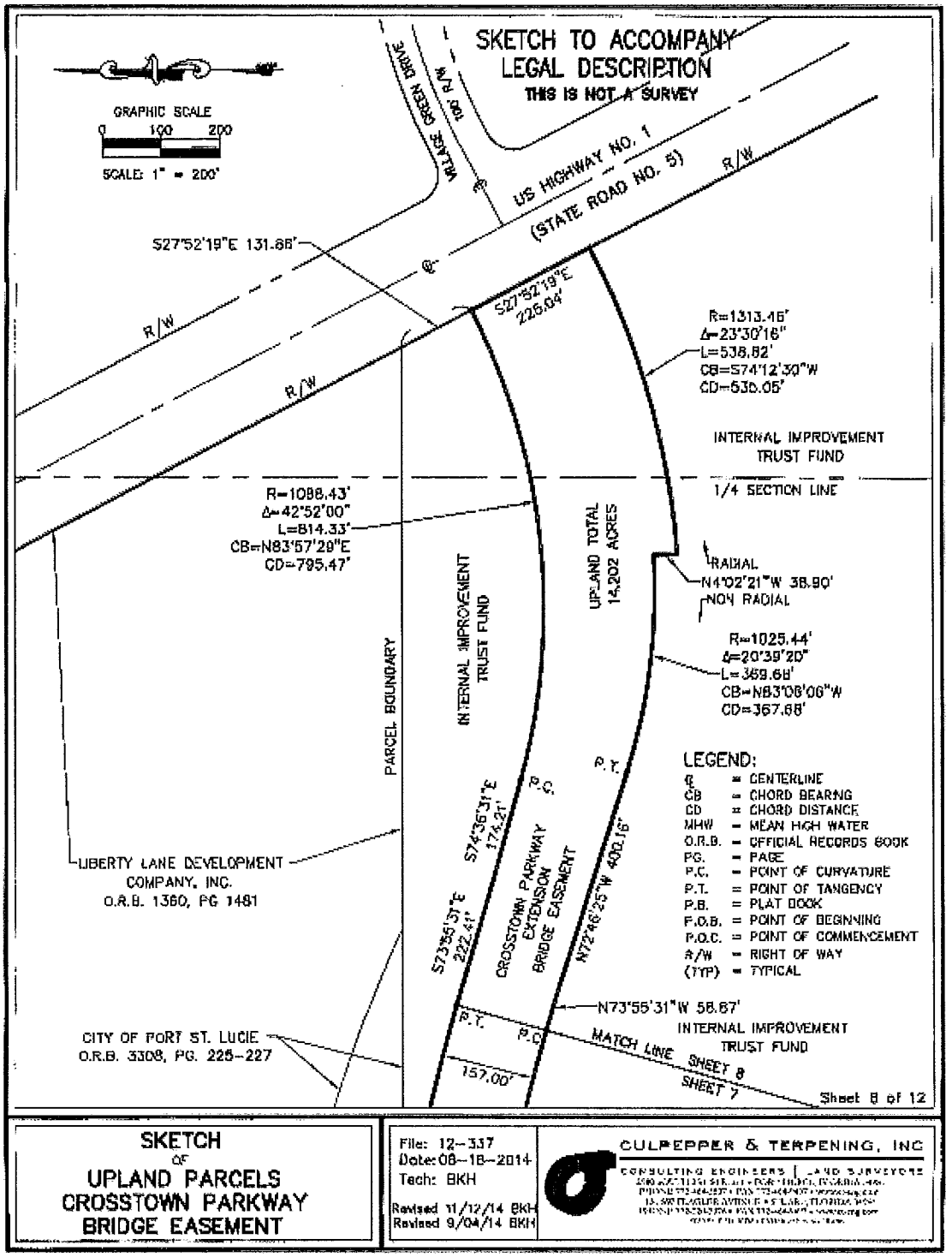

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
GRAPHIC SCALE
0 100 200
SCALE: 1" = 200'
WILANSE GREEN DRIVE
100 R/W
US HIGHWAY NO. 1
(STATE ROAD NO. 5)
R/W
S27°52'19"E 131.88'
S27°52'19"E 226.04'
R/W
R/W
R=1313.46'
Δ=23°30'16"
L=538.82'
CB=S74°12'30"W
CD=535.05'
INTERNAL IMPROVEMENT TRUST FUND
1/4 SECTION LINE
R=1098.43'
Δ=42°52'00"
L=814.33'
CB=N83°57'29"E
CD=795.47'
UPLAND TOTAL 14.202 ACRES
RADIAL
N14°02'21"W 38.90'
NON RADIAL
INTERNAL IMPROVEMENT TRUST FUND
PARCEL BOUNDARY
R=1025.44'
Δ=20°39'20"
L=369.68'
CB=N83°08'06"W
CD=367.68'
P.T.
P.C.
S74°36'31"E 174.21'
CROSSTOWN PARKWAY EXTENSION BRIDGE EASEMENT
N72°46'25"W 400.16'
S73°55'31"E 222.41'
LIBERTY LANE DEVELOPMENT COMPANY, INC.
O.R.B. 1360, PG 1481
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
N73°55'31"W 58.87'
INTERNAL IMPROVEMENT TRUST FUND
P.T.
P.C.
MATCH LINE
SHEET 8
SHEET 7
157.00'
CITY OF PORT ST. LUCIE
O.R.B. 3308, PG. 225-227
Sheet 8 of 12
SKETCH
OF
UPLAND PARCELS
CROSSTOWN PARKWAY
BRIDGE EASEMENT
File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

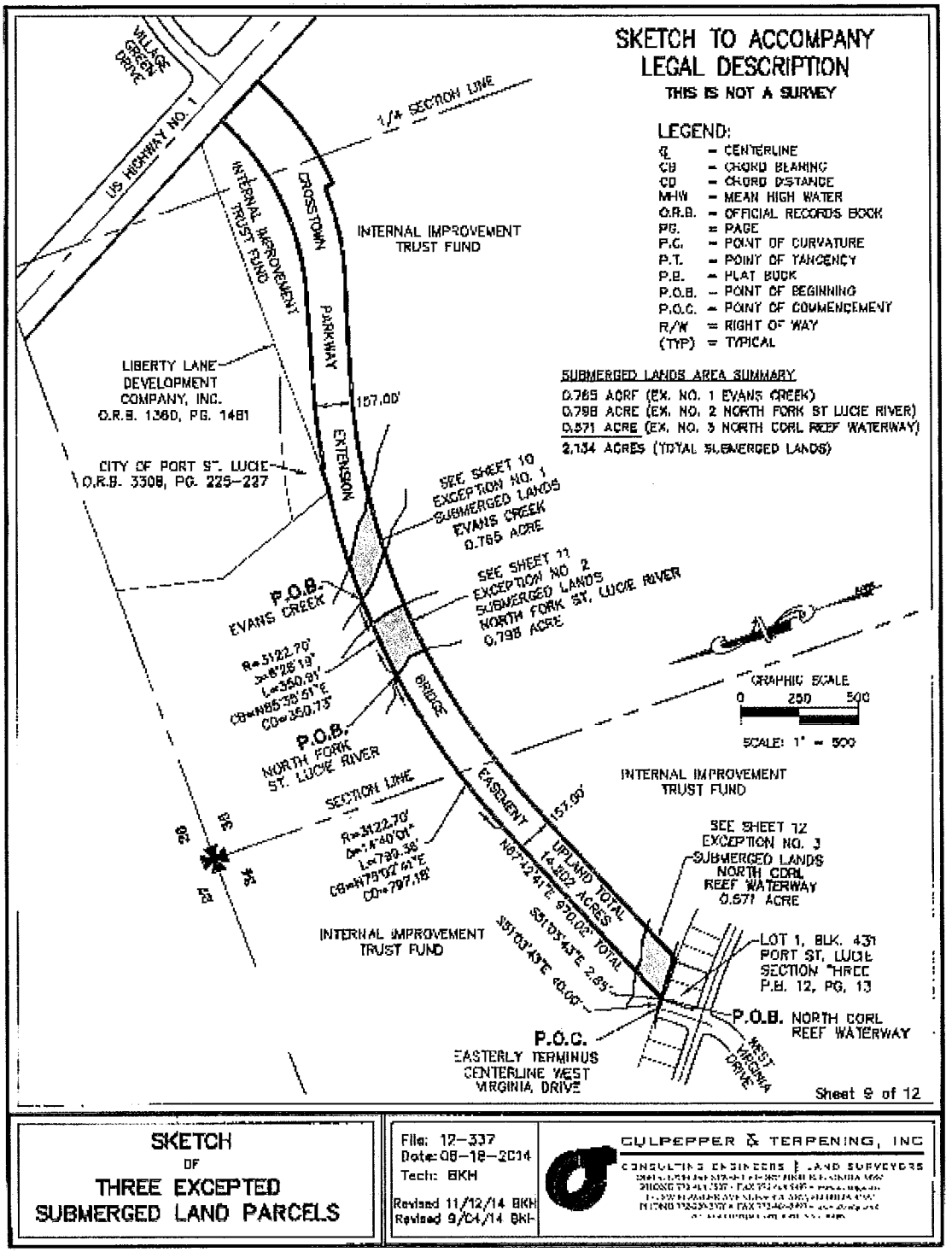

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
SUBMERGED LANDS AREA SUMMARY
0.765 ACRE (EX. NO. 1 EVANS CREEK)
0.798 ACRE (EX. NO. 2 NORTH FORK ST LUCIE RIVER)
0.571 ACRE (EX. NO. 3 NORTH CORL REEF WATERWAY)
2.134 ACRES (TOTAL SUBMERGED LANDS)
VILLAGE GREEN DRIVE
US HIGHWAY NO. 1
1/4 SECTION LINE
INTERNAL IMPROVEMENT TRUST FUND
CROSSTOWN PARKWAY EXTENSION
INTERNAL IMPROVEMENT TRUST FUND
LIBERTY LANE DEVELOPMENT COMPANY, INC. O.R.B. 1360, PG. 1481
157.00'
CITY OF PORT ST. LUCIE O.R.B. 3308, PG. 225-227
SEE SHEET 10 EXCEPTION NO. 1 SUBMERGED LANDS EVANS CREEK 0.765 ACRE
SEE SHEET 11 EXCEPTION NO. 2 SUBMERGED LANDS NORTH FORK ST. LUCIE RIVER 0.798 ACRE
P.O.B. EVANS CREEK
R=5122.70'
Δ=8°28'19"
L=350.91'
CB=N85°38'51"E
CD=350.73'
P.O.B. NORTH FORK ST. LUCIE RIVER
BRIDGE
GRAPHIC SCALE
0 250 500
SCALE: 1" = 500'
INTERNAL IMPROVEMENT TRUST FUND
SECTION LINE
EASEMENT
157.00'
R=3122.70'
Δ=14°40'01"
L=799.38'
CB=N79°07'41"E
CD=797.18'
UPLAND TOTAL 14.802 ACRES
N67°42'41"E 970.02' TOTAL
S51°03'43"E 2.89'
S51°03'43"E 40.00'
SEE SHEET 12 EXCEPTION NO. 3 SUBMERGED LANDS NORTH CORL REEF WATERWAY 0.571 ACRE
INTERNAL IMPROVEMENT TRUST FUND
LOT 1, BLK. 431 PORT ST. LUCIE SECTION THREE P.B. 12, PG. 13
P.O.B. NORTH CORL REEF WATERWAY
P.O.C. EASTERLY TERMINUS CENTERLINE WEST VIRGINIA DRIVE
WEST VIRGINIA DRIVE
Sheet 9 of 12
SKETCH OF THREE EXCEPTED SUBMERGED LAND PARCELS
File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
GULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

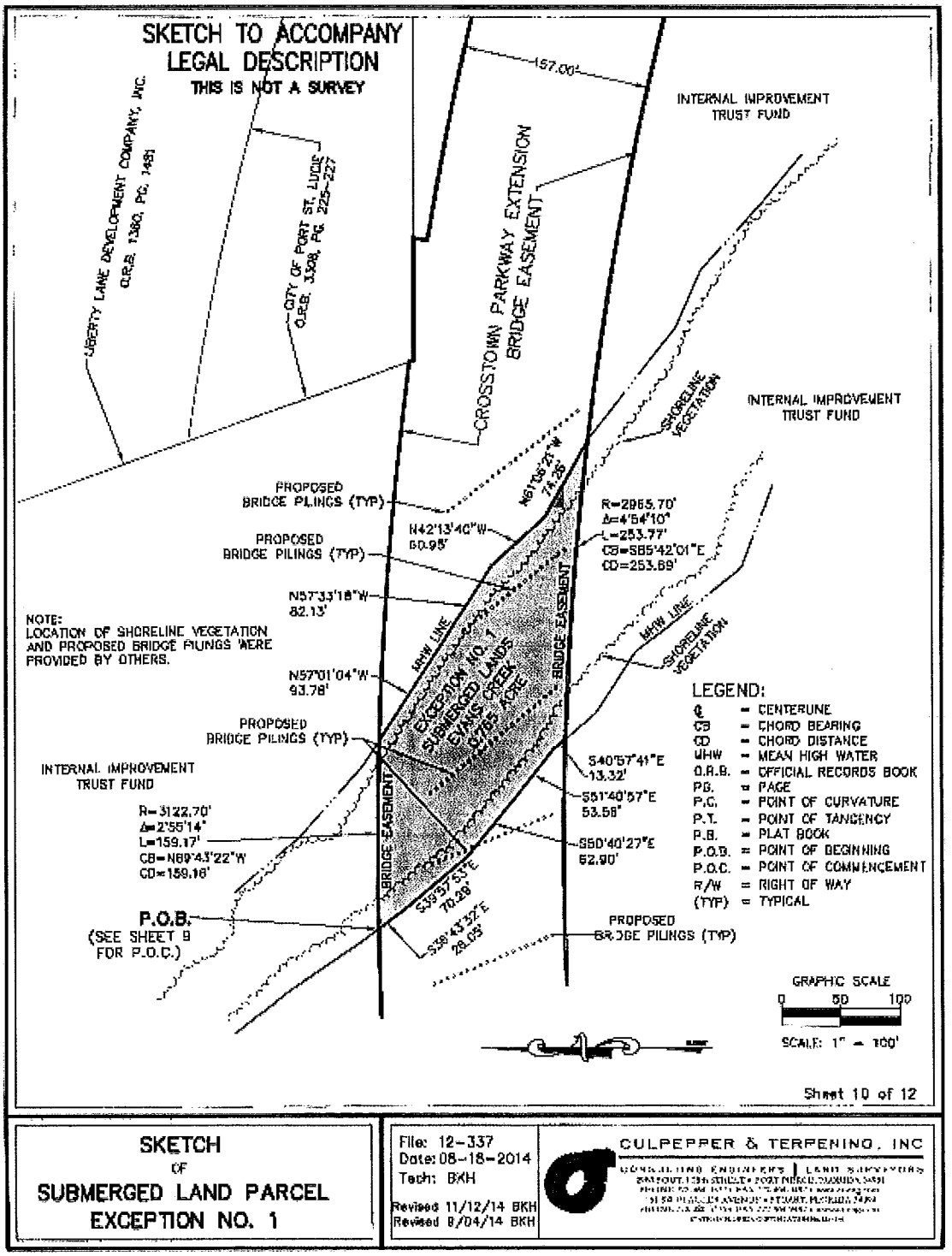

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
LIBERTY LANE DEVELOPMENT COMPANY, INC.
O.R.B. 1360, PG. 1451
CITY OF PORT ST. LUCIE
O.R.B. 3308, PG. 225-227
157.00'
CROSSTOWN PARKWAY EXTENSION
BRIDGE EASEMENT
INTERNAL IMPROVEMENT
TRUST FUND
SHORELINE VEGETATION
INTERNAL IMPROVEMENT
TRUST FUND
PROPOSED
BRIDGE PILINGS (TYP)
N42°13'40"W
60.95'
R=2965.70'
Δ=4°54'10"
L=253.77'
CB=S85°42'01"E
CD=253.69'
PROPOSED
BRIDGE PILINGS (TYP)
N57°33'18"W
82.13'
NOTE:
LOCATION OF SHORELINE VEGETATION
AND PROPOSED BRIDGE PILINGS WERE
PROVIDED BY OTHERS.
MHW LINE
EXCEPTION NO. 1
SUBMERGED LANDS
EVANS CREEK
0.765 ACRE
BRIDGE EASEMENT
MHW LINE
SHORELINE VEGETATION
N57°01'04"W
93.78'
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
PROPOSED
BRIDGE PILINGS (TYP)
INTERNAL IMPROVEMENT
TRUST FUND
S40°57'41"E
13.32'
S51°40'57"E
53.56'
R=3122.70'
Δ=2°55'14"
L=159.17'
CB=N69°43'22"W
CD=159.16'
S50°40'27"E
62.90'
BRIDGE EASEMENT
S39°57'53"E
70.28'
P.O.B.
(SEE SHEET 9
FOR P.O.C.)
S38°43'32"E
28.05'
PROPOSED
BRIDGE PILINGS (TYP)
GRAPHIC SCALE
0 50 100
SCALE: 1" = 100'
Sheet 10 of 12
SKETCH
OF
SUBMERGED LAND PARCEL
EXCEPTION NO. 1
File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

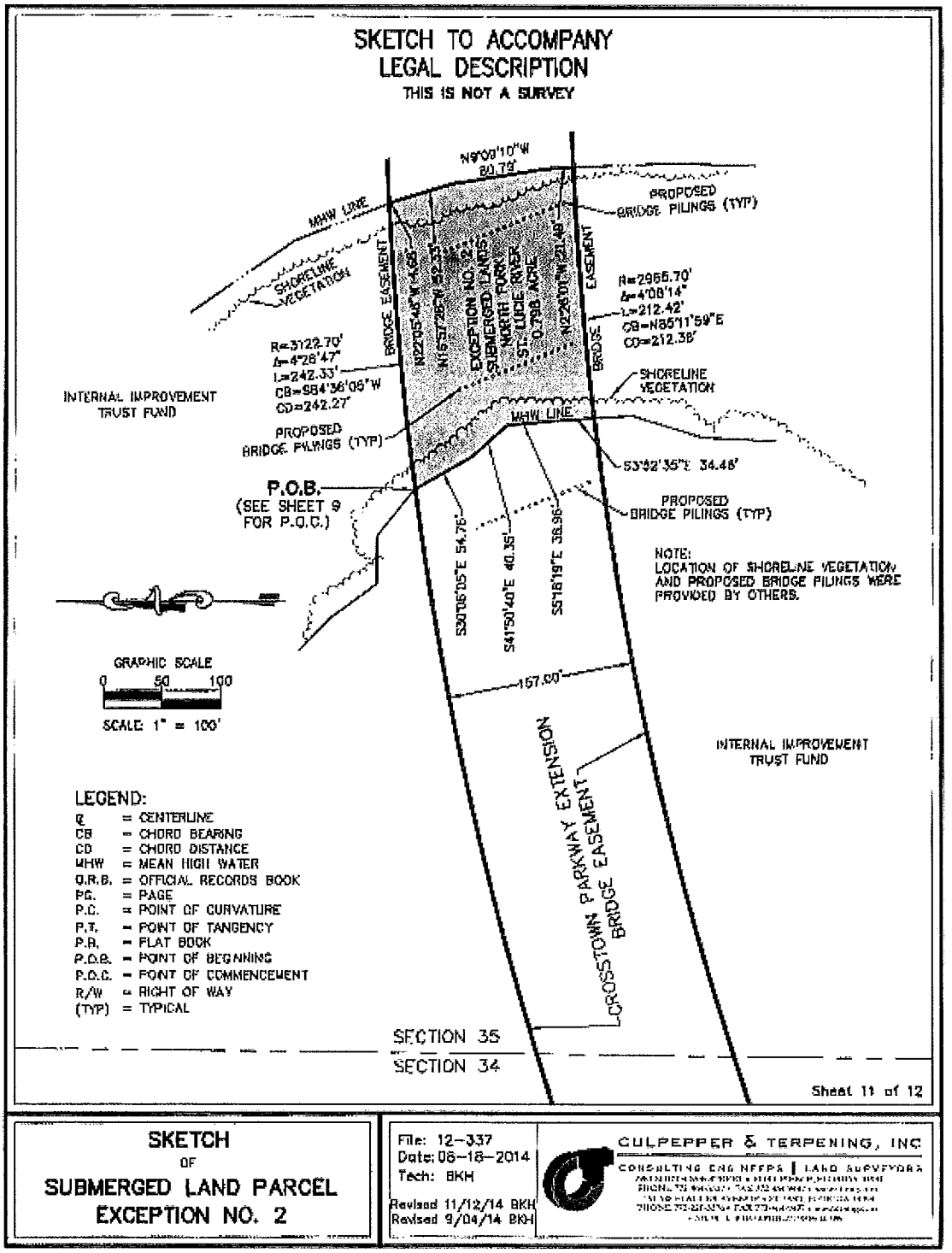

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
N9°09'10"W
80.79'
MHW LINE
PROPOSED
BRIDGE PILINGS (TYP)
SHORELINE
VEGETATION
BRIDGE EASEMENT
EXCEPTION NO. 2
SUBMERGED LANDS
NORTH FORK
ST. LUCIE RIVER
0.798 ACRE
R=2965.70'
Δ=4°08'14"
L=212.42'
CB=N85°11'59"E
CD=212.38'
R=3122.70'
Δ=4°26'47"
L=242.33'
CB=S84°36'06"W
CD=242.27'
INTERNAL IMPROVEMENT
TRUST FUND
SHORELINE
VEGETATION
MHW LINE
PROPOSED
BRIDGE PILINGS (TYP)
S3°52'35"E 34.48'
P.O.B.
(SEE SHEET 9
FOR P.O.C.)
PROPOSED
BRIDGE PILINGS (TYP)
S30°06'05"E 54.76'
S41°50'40"E 40.35'
S5°18'19"E 38.96'
NOTE:
LOCATION OF SHORELINE VEGETATION
AND PROPOSED BRIDGE PILINGS WERE
PROVIDED BY OTHERS.
GRAPHIC SCALE
0 50 100
SCALE: 1" = 100'
157.00'
INTERNAL IMPROVEMENT
TRUST FUND
CROSSTOWN PARKWAY EXTENSION
BRIDGE EASEMENT
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
SECTION 35
SECTION 34
Sheet 11 of 12
SKETCH
OF
SUBMERGED LAND PARCEL
EXCEPTION NO. 2
File: 12-337
Date: 08-18-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 9/04/14 BKH
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"

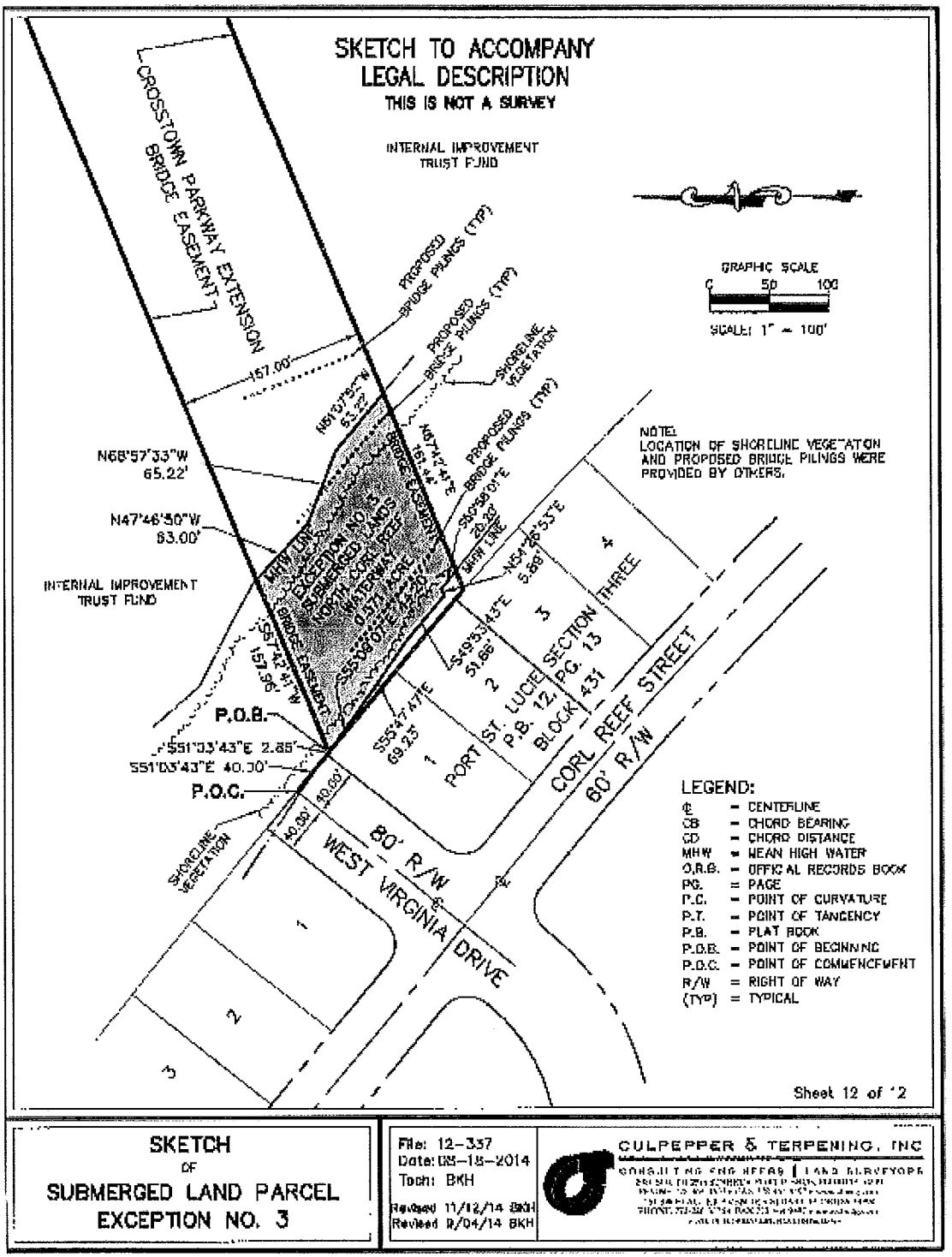

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
THIS IS NOT A SURVEY
INTERNAL IMPROVEMENT TRUST FUND
CROSSTOWN PARKWAY EXTENSION
BRIDGE EASEMENT
PROPOSED BRIDGE PILINGS (TYP)
SHORELINE VEGETATION
GRAPHIC SCALE
0 50 100
SCALE: 1" = 100'
NOTE:
LOCATION OF SHORELINE VEGETATION AND PROPOSED BRIDGE PILINGS WERE PROVIDED BY OTHERS.
N68°57'33"W 65.22'
N47°46'50"W 83.00'
157.00'
N61°07'57"W 53.27'
N47°42'41"E 157.44'
S50°50'01"E 20.00'
MHW LINE
EXCEPTION NO. 3
SUBMERGED LANDS
NORTHWESTERN POND
WATERWAY
0.371 ACRE
S55°07'47"E 69.23'
S49°53'43"E 51.66'
N54°16'53"E 5.66'
S57°42'41"W 157.96'
P.O.B.
S51°03'43"E 2.85'
S51°03'43"E 40.00'
P.O.C.
40.00
80' R/W
WEST VIRGINIA DRIVE
PORT ST. LUCIE SECTION THREE
P.B. 12, PG. 13
BLOCK 431
CORL REEF STREET
60' R/W
LEGEND:
℄ = CENTERLINE
CB = CHORD BEARING
CD = CHORD DISTANCE
MHW = MEAN HIGH WATER
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT OF WAY
(TYP) = TYPICAL
Sheet 12 of 12
SKETCH
OF
SUBMERGED LAND PARCEL
EXCEPTION NO. 3
File: 12-337
Date: 05-15-2014
Tech: BKH
Revised 11/12/14 BKH
Revised 8/04/14 BKH
CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

EXHIBIT "A"