CA120715

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
DECEMBER 7, 2015

11. RESOLUTIONS

b) RESOLUTION 15-R113, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FROM TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY, FOR UTILITY SITES 2 AND 3-A; PROVIDING AN EFFECTIVE DATE.

"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, December 7, 2015 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

Linda Bartz, Vice Mayor	**District I**
Michelle Lee Berger, Councilwoman	**District II**
Shannon Martin, Councilwoman	**District III**
Ronald E. Bowen, Councilman	**District IV**

Administration

Jeff Bremer, City Manager
Pam E. Booker, 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, December 7, 2015 – 7:00 p.m.

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

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

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

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** - REGULAR COUNCIL NOVEMBER 9. 2015; COUNCIL WORKSHOP NOVEMBER 16, 2015

   B. **HENNIS CONSTRUCTION, INC.,** REPAIRS OF BUILDINGS AT SPORTSMAN'S PARK, #20160013, $116,100, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 240 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

   C. **TRUE COLOR ENTERPRISES, INC.,** BUILDING REPAIRS AT VARIOUS PARK SITES, #20160012, $164,350, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 240 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

   D. **HONEYWELL INTERNATIONAL, INC.,** AMENDMENT #5, TEMPERATURE HUMIDITY CONTROL FOR THE AIROSO COMMUNITY CENTER, #20110058, $150,000.14, WHICH INCLUDES A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 100 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

E. **DECLARATION OF UNITY OF TITLE**, LUIS NOBRE, LEONOR B. NOBRE, RAMIRO J. NOBRE, AND ELIZABETH NOBRE, TO COMBINE LOTS 18 AND 19, BLOCK 3093, PORT ST. LUCIE SECTION 44, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

F. **DECLARATION OF UNITY OF TITLE**, MICHAEL CORRIGAN AND CARLA EBY-CORRIGAN, TO COMBINE LOTS 2 AND 3, BLOCK 418, PORT ST. LUCIE SECTION 3, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

G. **DECLARATION OF UNITY OF TITLE**, BOUGAINVILLEA PLAZA, INC., TO COMBINE LOTS 11, 12, AND 13, BLOCK 1616, PORT ST. LUCIE SECTION 23, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL OF LAND FOR FUTURE DEVELOPMENT, LEGAL DEPARTMENT

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

A. **ORDINANCE 15-84**, AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING FOR THE REPEAL OF CHAPTER 153 – LANDSCAPING AND LAND CLEARING AND ADOPTING A NEW CHAPTER TO THE CODE OF ORDINANCES TO BE KNOWN AS CHAPTER 153 – DEFINITIONS; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE.

B. **ORDINANCE 15-85,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY AMENDING CHAPTER 158 – ZONING CODE; PROVIDING FOR CONSOLIDATION, ELIMINATION, REORGANIZATION, CHANGES TO VARIOUS STANDARDS, AND THE ADOPTION OF NEW STANDARDS; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **ORDINANCE 15-87,** AN ORDINANCE TO REZONE .28 ACRES OF PROPERTY LEGALLY DESCRIBED AS LOT 13, BLOCK 1616, SECTION 23, AND LOCATED ON THE NORTHWEST SIDE OF BOUGAINVILLEA AVENUE, SOUTH OF A DRAINAGE RIGHT-OF-WAY, WEST OF SAVONA BOULEVARD; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO P (PROFESSIONAL) FOR A PROJECT KNOWN AS BOUGAINVILLEA PLAZA (P15-166); PROVIDING FOR AN EFFECTIVE DATE.

D. **ORDINANCE 15-88,** AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A QUIT CLAIM DEED FROM THE CITY OF PORT ST. LUCIE TO TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY; PROVIDING AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

10. **FIRST READING OF ORDINANCES**

11. **RESOLUTIONS**

A. **RESOLUTION 15-R112,** A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 14 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF CULPEPPER & TERPENING, INC. (P15-090); PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

A. **MAJOR SITE PLAN, KEISER UNIVERSITY AT TRADITION,** LOCATED SOUTH OF DISCOVERY WAY AND WEST OF INTERSTATE 95, CONSTRUCTION OF A 75,400 SQ FT BUILDING FOR A UNIVERSITY, P15-085, TRADITION LAND COMPANY, LLC, PLANNING AND ZONING DEPARTMENT

B. **SUBMISSION AND APPROVAL OF THE 2015 AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT,** COMMUNITY SERVICES DIRECTOR

14. **DETERMINATION OF EXCUSED ABSENCES**

A. **COUNCILWOMAN BERGER,** REGULAR COUNCIL MEETING, NOVEMBER 23, 2015

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.

December Meeting Calendar

DATE	MEETING	TIME	LOCATION
12-09-15	Police Officers Retirement Trust Fund Board Meeting	9:00 a.m.	TBD
12-09-15	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
12-09-15	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
12-10-15	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
12-14-15	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-15-15	Police Officers Retirement Trust Fund Board Meeting	2:00 p.m.	City Hall Complex Room 188 Building A
12-17-15	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 188 Building A
12-23-15	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager-City Engineer
Sherman Conrad, Director of Parks & Recreation
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: E-Bid # 20160013 Repairs of Buildings at Sportsman's Park

Submittal Date: 11/19/2015

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

BACKGROUND: The buildings located in Sportsman's Park are in need of repairs and maintenance to preserve the buildings. East Side Concession and the West Side Score Keeper Maintenance Building are in need of a new roof, stucco repairs and painting of the buildings, doors and frames to protect the exterior, and provide new soffit. The west side Score Keeper and Maintenance Building is in need of new air conditioning system on the second floor, and installation of new windows on the south side. This construction affects the Baseball Leagues' schedules as some of the fields must be shut down in order to accomplish these repairs. This is a short window of opportunity to make these much needed repairs. The work will need to be performed during the months of December 2015 and January 2016. This park has over twenty-five hundred (2500) patrons that use this facility on a monthly basis depending on the activities it could be more patrons therefore, the repairs must be done when the park is closed during the off season for the safety of our citizens.

Once the construction plans were completed, the Procurement Management Department worked closely with the Parks & Recreation Department to quickly get this bid out.

A request for an E-Bid was sent out through DemandStar on October 24, 2015, with a due date of November 13, 2015. During this period one thousand thirty four (1034) suppliers and fifteen (15) supplemental suppliers were notified and resulted in sixteen (16) plan holders. Four (4) proposals were received and all were deemed responsive.

ANALYSIS: Staff reviewed the proposals and determined that Hennis Construction, Inc. meets all the qualifications of the solicitation, is a local vendor and provides the best value to the City.

FINANCIAL INFORMATION: Funds are available in the Parks & Recreations, General Fund for the repairs.

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 18, 2015 and is approved as to form.

STAFF RECOMMENDATION: Approval and award of Contract #20160013 to Hennis Construction Inc., for a total Contract price of $116,100.00, plus a one-time $10.00 indemnification fee. The time period for this Contract is two hundred forty (240) calendar days with no option to renew

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: 201 NW Prima Vista Blvd, Port St. Lucie

ATTACHMENTS: Location Map, Contract, Bid Tabulation, Winning Proposal, Solicitation Request Form, E-Bid Specifications, Construction Plans, Addenda, Sign in Sheet, and unsuccessful proposals

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

RECEIVED

NOV 19 2015

City Manager's Office

N

Sportsman Park

201 N.W. Prima Vista Blvd.

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/17/2015

Scale:

0 0.0125 0.025 0.05

mi

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160013

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 *Hennis Construction Company, Inc.* (Contractor), a Florida (or the state where they are) Corporation, *18500 Glades Cut Off Road, Port St Lucie, FL 34987,* Telephone No. (772) 464-2404 Fax No. (772) 4644114, 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 Ports St. Lucie
Parks & Recreation Department
Attn: Ron Finks
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5389/ Fax: 772-871-5290
Email: rfinks@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:
Hennis Construction Company, Inc.
Gerard C. Hennis, Sr, President
18500 Glades Cut Off Rd
Port St. Lucie, FL 34987
Telephone: 772-464-2404 Fax: 772-464-4114
Email: hennisconstruction@yahoo.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 #20160013, all agenda, attachments and all associated permits are made part of this Contract for the exterior Repairs of Buildings at Sportsman's Park are hereby incorporated by this reference.

Premises - Sportsman's Park 201 NW Prima Vista Blvd., Port St. Lucie, Florida.

SCOPE OF WORK – The Contractor is required to perform all the preparation necessary for the Repairs of Buildings at Sportsman's Park.

Building List:

A. **East Side Concession Building and Restrooms:**
   - i. New metal roof per specifications
   - ii. Patch and Repair all visible areas of stucco on first floor
   - iii. Pressure wash the exterior of the building with 1500 PSI or less
   - iv. Paint exterior of building include main doors and frames. (Do not paint the shutters at the concession or the stainless counters.)
   - v. New stucco system for second floor covering the T 1-11 per specifications. Texture to match first floor in final coat.
   - vi. New flashing and elastomeric coating with paint per specification on second floor stucco. No Exceptions.
   - vii. Provide soffit at locations shown on plans independent soffit to existing.
   - viii. Stucco storage area extension wall under stairs on the south side. Replace any removed materials with new. Refer to plans for instructions

B. **West Side Scorekeeper & Maintenance Building:**
   - i. New metal roof per specifications
   - ii. Install new second floor air conditions system (see plans for details)
   - iii. Remove wall air conditioning and fill in opening per plans
   - iv. Patch and repair all visible areas of stucco
   - v. Pressure wash the exterior of the building with 1500 PSI or less
   - vi. Paint exterior of building to include main doors and frames
   - vii. Provide and install new windows on the south side of the building
   - viii. Provide flashing and water tight installation of the stucco around the new windows
   - ix. Apply elastomeric coating around windows prior to finish coat of paint

Protection of the public is of primary importance and no access other than (city employees) will be allowed during work being performed on the buildings in the park. An isolation zone of twenty (20) feet shall be maintained at all times for the outside building line. Secure the perimeter with barricades or temporary fencing during the duration of the contract.

All the work shall be in accordance with the Construction Plans prepared by Architectural Building Corporation dated October 12, 2015

The Contractor will be responsible to maintain a safe and clean work site, being extremely cautious and controlling of overspray. Contractor shall be extremely cautious while pressure washing of exterior of buildings not to exceed 1500 psi. The Contractor will protect all adjacent areas not to be painted or pressure washed by taking appropriate measures. Areas to be protected included, but not limited to, are cameras, windows, doors, surrounding lawn, trees, shrubbery, patio floors, walkways, sprinkler systems, hardware, accessories, device plates, lighting fixtures, and electric meters. (Any overspray that occurs will be the contractor's liability.) (Any water damage during the pressure washing of the buildings will be the contractor's liability.)

The Contractor shall, in accordance with OSHA standards, erect "wet paint" signs and temporary roping off around work areas shall be installed and maintained while work is in progress.

The cleaning of brushes, pans or painting supplies or tools is strictly prohibited using hoses, interior sinks, bathrooms, etc. located on the premises that could result in material entering the storm water system.

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

Contract period shall begin December 14, 2015 and (start date) will extend for two hundred forty (240) calendar days and ending on August 10, 2016. 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

"Not Applicable"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of $116,100.00 as identified on Schedule A, plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

SCHEDULE A

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	Amounts
	East Side Concession Building and Restrooms			
1	New metal roof per specifications	LS	1	$ 37,500.00
2	Patch and Repair all visible areas of stucco on first floor	LS	1	$ 850.00
3	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ 1,000.00
4	Paint exterior of building include main doors and frames (Do not paint the shutters at the concession or the stainless conuters)	LS	1	$ 12,000.00
5	New stucco system for second floor covering the T-1-11 per specifications. Texture to match first floor in final coat.	LS	1	$ 16,500.00
6	New flashing and elastomeric coating with paint per specifications on second floor stucco. No Exceptions	LS	1	$ 2,500.00
7	Provide soffit at location shown on plans independent soffit to existing	LS	1	$ 4,300.00
	SUBTOTAL BASE BID FOR East side Concession Building			**$ 74,650.00**
	West Side Scorekeeper and Maintenamce Building			
8	New metal roof per specifications	LS	1	$ 19,850.00
9	Install new second floor air conditioning system (see plans for details)	LS	1	$ 7,500.00
10	Remove wall air conditoning unit and fill in opening per plans	LS	1	$ 1,100.00
11	Patch and repair all visible areas of stucco	LS	1	$ 750.00
12	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ 750.00
13	Paint exterior of building to include main doors and frames	LS	1	$ 5,000.00
14	Provide and install new windows on the south side of the building	LS	1	$ 4,200.00
15	Provide flashing and water tight installation of the stucco around the new windows	LS	1	$ 500.00
16	Apply elastomeric costing around windows prior to finish coat of paint	LS	1	$ 300.00
	SUBTOTAL BASE BID FOR West side Scorekeper and Maintenance Building			**$ 39,950.00**
	ADDITIONAL ITEM			
	East Side Concession Building and Restrooms			
17	Stucco storage area extension wall under stairs on the south side. Replace and removed materials with new. Refer to plans for instructions.	LS	1	$ 1,500.00
	GRAND TOTAL			**$ 116,100.00**

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.

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.

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.

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 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 shall indemnify and hold harmless the City, its Officers and their employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent, recklessness, or intentional wrongful conduct of the design professional/Contractor or and persons other employed or utilized by the Contractor in the performance of the 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. 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 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 must be provided. Coverage should 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 CG20371001 & 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 is to 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 interest's provision as provided under the standard ISO form separation of insurer's clause.

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 with a 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, Repairs of Buildings at Sportsman's Park shall be listed as additionally insured, Contract #20160013".** 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 should be attached to the Certificate of Insurance. 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.

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 should apply on a primary basis.

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, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certification and other documentation may be a 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

"Non Applicable"

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).

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 SectionV. 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 are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the

specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

Dress Code – All personnel in the employ of the Contractor 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 are 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 uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site within three (3) days at 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.

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. 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.

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (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 thousand ($1,000.00) 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 and upon expiration of the thirty (30) day period, 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*)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160013
OPENED: November 17, 2015
TIME: 11:00:00 am
E-Bid: Repairs of Buildings at Sportsman's Park

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	Hennis Construction	One Call Property	A. Thomas Construction	Leonard Graham Inc
	East Side Concession Building and Restrooms						
1	New metal roof per specifications	LS	1	$ 37,500.00	$ 47,781.25	$ 70,000.00	$ 67,165.00
2	Patch and Repair all visible areas of stucco on first floor	LS	1	$ 850.00	$ 1,253.75	$ 375.00	$ 1,165.00
3	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ 1,000.00	$ 1,276.25	$ 375.00	$ 582.00
4	Paint exterior of building include main doors and frames (Do not paint the shutters at the concession or the stainless conuters)	LS	1	$ 12,000.00	$ 6,696.25	$ 3,000.00	$ 7,820.00
5	New stucco system for second floor covering the T-1-11 per specifications. Texture to match first floor in final coat.	LS	1	$ 16,500.00	$ 18,531.25	$ 15,000.00	$ 20,850.00
6	New flashing and elastomeric coating with paint per specifications on second floor stucco. No Exceptions	LS	1	$ 2,500.00	$ 2,625.00	$ 5,250.00	$ 6,130.00
7	Provide soffit at location shown on plans independent soffit to existing	LS	1	$ 4,300.00	$ 3,958.75	$ 1,500.00	$ 4,000.00
	SUBTOTAL BASE BID FOR East side Concession Building			**$ 74,650.00**	**$ 82,122.50**	**$ 95,500.00**	**$ 107,712.00**
	West Side Scorekeeper and Maintenamce Building						
8	New metal roof per specifications	LS	1	$ 19,850.00	$ 29,303.75	$ 20,000.00	$ 35,927.00
9	Install new second floor air conditioning system (see plans for details)	LS	1	$ 7,500.00	$ 10,137.50	$ 7,500.00	$ 5,800.00
10	Remove wall air conditoning unit and fill in opening per plans	LS	1	$ 1,100.00	$ 1,037.50	$ 750.00	$ 1,000.00
11	Patch and repair all visible areas of stucco	LS	1	$ 750.00	$ 1,333.75	$ 750.00	$ 2,352.00
12	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ 750.00	$ 687.50	$ 375.00	$ 800.00
13	Paint exterior of building to include main doors and frames	LS	1	$ 5,000.00	$ 3,596.25	$ 5,250.00	$ 4,704.00
14	Provide and install new windows on the south side of the building	LS	1	$ 4,200.00	$ 6,412.50	$ 6,000.00	$ 5,400.00
15	Provide flashing and water tight installation of the stucco around the new windows	LS	1	$ 500.00	$ 1,218.75	$ 1,500.00	$ 1,000.00
16	Apply elastomeric costing around windows prior to finish coat of paint	LS	1	$ 300.00	$ 750.00	$ 750.00	$ 250.00
	SUBTOTAL BASE BID FOR West side Scorekeper and Maintenance Building			$ 39,950.00	$ 54,477.50	$ 42,875.00	$ 57,233.00
	GRAND TOTAL BASE BID			**$ 114,600.00**	**$ 136,600.00**	**$ 138,375.00**	**$ 164,945.00**
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE						
	East Side Concession Building and Restrooms						
17	Stucco storage area extension wall under stairs on the south side. Replace and removed materials with new. Refer to plans for instructions.	LS	1	$ 1,500.00	$ 924.16	$ 3,450.00	$ 3,850.00
18	Replace existing gutters and downspouts with new in lieu of reinstallations of existing	LS	1	$ 3,000.00	$ 2,007.04	$ 1,840.00	$ 3,024.00
19	Remove existing soffit. Replace with new per specification soffit	LS	1	$ 7,000.00	$ 5,372.16	$ 2,875.00	$ 6,480.00
20	Provide porta lets per plan note Sheet A11.3	LS	1	$ 2,000.00	$ 304.64	$ 575.00	$ 1,000.00
	West Side Scorekeeper and Maintenamce Building						
21	Provide new restoom fixtures per specification	LS	1	$ 6,500.00	$ 13,408.00	$ 11,500.00	$ 9,000.00
22	Provide Resinous floor material to men's and women's restrooms	LS	1	$ 3,000.00	$ 2,873.60	$ 2,300.00	$ 4,620.00
23	Paint the interior of the men's and women's restrooms	LS	1	$ 1,100.00	$ 1,399.04	$ 575.00	$ 1,700.00
27	Provide porta lets per plan note Sheet A21	LS	1	$ 2,000.00	$ 304.64	$ 575.00	$ 1,000.00

Lump Sum Bid Amount:	$ 114,600.00	$ 136,600.00	$ 138,375.00	$ 164,945.00
Accepts Visa:	No	No	No	Yes
Visa Percentage discount:	$ -	$ -	$ -	$ -
Visa Discount amount:	$ -	$ -	$ -	$ -
Submitted E-Bid Reply Sheet:	Yes	Yes	Yes	Yes
Submitted Bid Bond:	Yes	Yes	Copy of ck	Copy
Submitted Insurance:	Yes	Yes	Yes	Yes
Submitted License:	Yes	Yes	Yes	Yes
Submitted Vendor Code of Ethics:	Yes	Yes	Yes	Yes
Submitted Non Collusion of Prime Bidder	Yes	Yes	Yes	Yes
Contractor Verification Form	Yes	Yes	Yes	Yes
Submitted Drug Free Form:	Yes	Yes	Yes	Yes
Submitted W-9 Form:	Yes	Yes	Yes	Yes

Number of E-Bids received: 4
Number of Planholders: 16
Number of Potential Bidders: 1034
Number of Non-Responsive Bids: 0

NOTE: Offers from vendors listed herein are the only offers received timely as of the above opening date and time.
All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

CHECKLIST
Bid #20160013

REPAIRS OF BUILDINGS AT SPORTSMAN'S PARK

Name of Bidder: Hennis Const Co Inc.

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

✓ Bid Reply Sheet #20160013 with proper signatures upload 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 #20160013.

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

E-Bid Reply Sheet/Questionnaire#20160013
Repairs of Buildings at Sportsman's Park

1. **COMPANY NAME**: Hennis Const. Co. Inc.

DIVISION OF: N/A

PHYSICAL ADDRESS: 18500 glades Cut off Rd.

MAILING ADDRESS: Same

CITY, STATE, ZIP CODE: Port St lucie FL, 34987

TELEPHONE NUMBER: (772) 464 2404 FAX NO. (772) 464-4114

CONTACT PERSON: Gerard C Hennis E-MAIL: hennisconstruction@yahoo.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Florida

Gerard C Hennis Sr.
President

Gerard C Hennis Jr
Vice President

Joseph J Short
Treasurer

How long in present business: 30 yrs How long at present location: 30 yrs

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 ( )

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
1	11-10-15
2	11-10-15

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 %
(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

5.4 Bid Reply Total from Schedule "A" on Line #19: $119,600
(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 #20160013 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

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY
	East Side Concession Building and Restrooms		
1	New metal roof per specifications	LS	1
2	Patch and Repair all visible areas of stucco on first floor	LS	1
3	Pressure wash the exterior of the building with 1500 PSI or less	LS	1
4	Paint exterior of building include main doors and frames (Do not paint the shutters at the concession or the stainless counters)	LS	1
5	New stucco system for second floor covering the T-1-11 per specifications. Texture to match first floor in final coat.	LS	1
6	New flashing and elastomeric coating with paint per specifications on second floor stucco. No Exceptions	LS	1
7	Provide soffit at location shown on plans independent soffit to existing	LS	1
8	**SUBTOTAL BASE BID FOR East side Concession Building and Restrooms**	XX	XX
	West Side Scorekeeper and Maintenance Building	XX	XX
9	New metal roof per specifications	LS	1
10	Install new second floor air conditioning system (see plans for details)	LS	1
11	Remove wall air conditioning unit and fill in opening per plans	LS	1
12	Patch and repair all visible areas of stucco	LS	1
13	Pressure wash the exterior of the building with 1500 PSI or less	LS	1
14	Paint exterior of building to include main doors and frames	LS	1
15	Provide and install new windows on the south side of the building	LS	1

16	Provide flashing and water tight installation of the stucco around the new windows	LS	1
17	Apply elastomeric costing around windows prior to finish coat of paint	LS	1
18	**SUBTOTAL BASE BID FOR West side Scorekeeper and Maintenance Building**	XX	XX
19	**GRAND TOTAL BASE BID**	XX	XX
		XX	XX
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE	XX	XX
	East Side Concession Building and Restrooms	XX	XX
20	Stucco storage area extension wall under stairs on the south side. Replace and removed materials with new. Refer to plans for instructions.	LS	1
21	Replace existing gutters and downspouts with new in lieu of reinstallations of existing	LS	1
22	Remove existing soffit. Replace with new per specification soffit	LS	1
23	Provide porta lets per plan note Sheet A11.3	LS	1
24	**West Side Scorekeeper and Maintenance Building**	XX	XX
25	Provide new restroom fixtures per specification	LS	1
26	Provide Resinous floor material to men's and women's restrooms	LS	1
27	Paint the interior of the men's and women's restrooms	LS	1
28	Provide porta lets per plan note Sheet A21	LS	1

Options may be used if funding is available. They are not a part of the base bid amount.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

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.

Lindquest plumbing - 3185 Sneed Rd.
Fort Pierce, Fl. 34945 772-461-1969

Air Control Air Conditioning and Heating
5415 Silver Oak Drive Fort Pierce, FL. 34982 (772)-460-2665

10. Bidder is using Sherman Williams Paint as per specification? Yes (X) No ( )

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: NO

(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 five (5) 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: Fort Pierce STATE Farmers Market

Description: Site Work, new structure for produce stand.

Size of Building: 60 x 40

Location: US1 and Market, Fort Pierce

Completion Date: Sept 2015

Commercial or Residential?

Prime Contractor or Subcontractor: Subs Lindquest Plumbing, Pride Electric

Client Name, Phone Number & Email: Mike Brown 772-468-3917 michael.Browne@freshfromflorida.com

Value of Total Contract: $220,000

Firm's Percentage of Total Contract: 100%

Number of Change Orders: 2

Value of Change Orders: 10,000

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 2

Project Name: Restroom Renovations @ Indiantown Middle School

Description: Add new restrooms for classroom access

Size of Building: Existing School

Location: Indiantown Middle School, Farm Road, Indiantown

Completion Date: August 2015

Commercial or Residential?

Prime Contractor or Subcontractor: Subcontractors - The plumbing Co, Parkman Electric

Client Name, Phone Number & Email: Rob Phillips 772-260-6764 Phillire@martin.K12.us

Value of Total Contract: 40,000

Firm's Percentage of Total Contract: 70%

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: Rock Road General Maintenance - ST Lucie County
Description: General maintenance on Electric Slider Doors, welding maintenance,
Size of Building: Existing Camp
Location: ST lucie County JAIL
Completion Date: ON going
Commercial or Residential?

Prime Contractor or Subcontractor: No Subcontractors

Client Name, Phone Number & Email: Don Mclam 772-462-1574 mclamdesthuneco.org
Value of Total Contract: 50,000
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 4

Project Name: Martin County Airport (managers office)
Description: New stucco corner bead, stucco to match existing, Paint Exterior and Interior, Concrete walks
Size of Building: 1,100 SF
Location: Airport Road, Stuart, Florida.
Completion Date: OCT 2015
Commercial or Residential?

Prime Contractor or Subcontractor:

Client Name, Phone Number & Email: Martin County BOCC - George Stokus
Value of Total Contract: 20,000 772-323-9840 gstokus@martin.fl.us
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 5

Project Name: Door Replacements (Fort Pierce Utilities Authority)

Description: Replace Exterior Doors on Customer Homes as Requested by Fort Pierce Utility Authority

Size of Building: N/A

Location: City of Fort Pierce

Completion Date: on going

Commercial or Residential?

Prime Contractor or Subcontractor:

~~Client Name~~, Phone Number & Email: Fort Pierce Utility Authority - Eric Winterstein

Value of Total Contract: 10,000 on going (772) 466-1600 x 3430

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

17. CERTIFICATION

This bid is submitted by: I, Joseph J Short 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:

Joseph J Short — Sec / Treas.

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)

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

RECEIVED
13 NOV AM 9:24 16

KNOW ALL MEN BY THESE PRESENTS, that we HENNIS CONSTRUCTION COMPANY, INC.
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and WESTFIELD INSURANCE COMPANY
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of OHIO
as Surety, hereinafter called the Surety, are held and firmly bound unto
CITY OF PORT ST. LUCIE, FL.
(Here insert full name and address or legal title of Owner)

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)

REPAIR TO BUILDINGS AT SPORTSMAN PARK
EBID-20160013-0-2016/ssh

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 10th day of NOVEMBER 2015

Joseph Scongione Jr
(Witness)

HENNIS CONSTRUCTION CO., INC.
(Principal) (Seal)
PRESIDENT (Title)

John Feay
(Witness)

WESTFIELD INSURANCE COMPANY
(Surety) (Seal)
ARTHUR K. BRODER (Title) AGENT & ATTORNEY IN FACT

POWER NO. **0992212 00**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
ARTHUR K. BRODER, MICHAEL P. BRODER, JOINTLY OR SEVERALLY

of **DAVIE** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-** - .

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **21st** day of **MARCH** A.D., **2014** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY SEAL · WESTFIELD NATIONAL INSURANCE CO. SEAL · OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, *National Surety Leader and Senior Executive*

State of Ohio
County of Medina ss.:

On this **21st** day of **MARCH** A.D., **2014** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

NOTARIAL SEAL · STATE OF OHIO

David A. Kotnik

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of November A.D., 2015 .

WESTFIELD INSURANCE COMPANY SEAL · WESTFIELD NATIONAL INSURANCE CO. SEAL · OHIO FARMERS INSURANCE COMPANY CHARTERED 1848

Frank A Carrino Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

OP ID: MS01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2015

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
Florida Insurance Concepts
Port St Lucie
1648 SE Port St Lucie Blvd
Port St Lucie, FL 34952
HOUSE MELBOURNE

CONTACT NAME: Florida Insurance Concepts Inc
PHONE (A/C, No, Ext): 772-398-0466 FAX (A/C, No): 772-335-0503
E-MAIL ADDRESS: mshileyl@flinsconcepts.com
PRODUCER CUSTOMER ID #: HENNI-1

INSURED
Hennis Construction Co , Inc
Gerard Hennis
18500 Glades Cut-Off Rd
Port St Lucie, FL 34983

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SOUTHERN OWNERS	10190
INSURER B : OWNERS INSURANCE CO	32700
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			102382-72734380-15	10/01/2015	10/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			48-549-544-00	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CARPENTRY - 1-3 STORIES

CERTIFICATE HOLDER

CITY OF PORT ST LUCIE
CONTRACTOR LICENSING DIVISION
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
Michaelene S Sly

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2015 / 2016 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 1500-19990027

CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2016

FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 1

TYPE OF BUSINESS 1500 BUILDING CONTRACTOR (BUILDING)

BUSINESS/ Gerard C Hennis

DBA NAME Hennis Construction Co Inc
MAILING ADDRESS Hennis Construction Co Inc
18500 Glades Rd
PSL, FL 34987

BUSINESS LOCATION 18500 Glades Rd
PSL, FL 34987
St Lucie County
4210-333-0003-000/1

CB-C034294

RENEWAL
ORIGINAL TAX $12.35
PENALTY
COLLECTION COST
TOTAL $12.35

Paid 08/13/2015 12.35 0112-20150813-005876

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 State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid, provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from $1.00 to $5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, 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 cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CBC034294	

The BUILDING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2016

SHORT, JOSEPH J
HENNIS CONSTRUCTION CO INC
18500 GLADES CUT OFF ROAD
PORT ST LUCIE FL 34987

ISSUED 08/05/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1408050001484

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160013

Repairs of Buildings at Sportsman's Park

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 Henns Const Co. Inc. / Joseph J Short

Signature

Printed Name and Title Joseph J Short Sec/Treas.

Date 11-6-15

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
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 20160013
Repairs to Buildings at Sportsman's Park

State of FLORIDA }

County of ST Lucie }

Joseph J Short, being first duly sworn, disposes and says that:
(Name/s)

1. They are Sec / Treas (Title) of Hemms Const Co 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) Sec / Treas.

STATE OF FLORIDA }
COUNTY OF St. Lucie} SS:

The foregoing instrument was acknowledged before me this NOV 10, 2015 (Date)

by: Joseph JAMES Short who is personally known to me or who has produced

Florida Drivers Lic as identification and who did (did not) take an oath.

[signature] - WANDA NIEVES

Notary (print & sign name)

Commission No. 63696

NOTARY PUBLIC STATE OF FLORIDA
Wanda Nieves
State of Florida
My Commission Expires 10/16/2017
Commission No. FF 63696

CITY OF PORT ST. LUCIE, FLORIDA
E- BID # 20160013
Repairs to Buildings at Sportsman's Park

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO BE COMPLETED BY PRIME BIDDER:

Name of Firm: Hemus Const Co. Inc.

Corporate Title: _____

Address: 18500 Glades Cut off Rd. Port, ST lucie Florida, 34987
(Zip Code)

By: Joseph J Short (Print name) Sec / TReas. (Print title)

Joseph J Short
(Authorized Signature)

Telephone: (772) 464-2404

Fax: (772) 464-4114

State License # CBC 034294 **(ATTACH COPY)** ✓

County License # 4210-333-0003-0001 **(ATTACH COPY)** ✓

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Certified Builder

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Hennis Const Co 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

11-6-15
Date

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)
Hennis Const. Co. 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.)
18500 Glades Cutoff Rd.

Requester's name and address (optional)

City, state, and ZIP code
Port St lucie, FL. 34987

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
22 - 1849492

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 ▶ [signature] Date ▶ 11-6-15

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.

ADDENDUM # 2 Revised 11/10/2015
E-BID #20160013
E-Bid Reply Excel Spreadsheet
Repairs of Buildings at Sportsman Park
Schedule "A"

Company Name: Hennis Construction CO. Inc.

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	LUMP SUM AMOUNT
	East Side Concession Building and Restrooms			
1	New metal roof per specifications	LS	1	$ 37,500.00
2	Patch and Repair all visible areas of stucco on first floor	LS	1	$ 850.00
3	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ 1,000.00
4	Paint exterior of building include main doors and frames (Do not paint the shutters at the concession or the stainless counters)	LS	1	$ 12,000.00
5	New stucco system for second floor covering the T-1-11 per specifications. Texture to match first floor in final coat.	LS	1	$ 16,500.00
6	New flashing and elastomeric coating with paint per specifications on second floor stucco. No Exceptions	LS	1	$ 2,500.00
7	Provide soffit at location shown on plans independent soffit to existing	LS	1	$ 4,300.00
8	**SUBTOTAL BASE BID FOR East side Concession Building and Restrooms**			**$ 74,650.00**
	West Side Scorekeeper and Maintenance Building			
9	New metal roof per specifications	LS	1	$ 19,850.00
10	Install new second floor air conditioning system (see plans for details)	LS	1	$ 7,500.00
11	Remove wall air conditioning unit and fill in opening per plans	LS	1	$ 1,100.00
12	Patch and repair all visible areas of stucco	LS	1	$ 750.00
13	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ 750.00
14	Paint exterior of building to include main doors and frames	LS	1	$ 5,000.00
15	Provide and install new windows on the south side of the building	LS	1	$ 4,200.00
16	Provide flashing and water tight installation of the stucco around the new windows	LS	1	$ 500.00
17	Apply elastomeric costing around windows prior to finish coat of paint	LS	1	$ 300.00
18	**SUBTOTAL BASE BID FOR West side Scorekeeper and Maintenance Building**			**$ 39,950.00**
19	**GRAND TOTAL BASE BID**			**$ 114,600.00**
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE			
	East Side Concession Building and Restrooms			
20	Stucco storage area exension wall under stairs on the south side. Replace and removed materials with new. Refer to plans for instructions.	LS	1	$ 1,500.00
21	Replace existing gutters and downspouts with new in lieu of reinstallations of existing	LS	1	$ 3,000.00
22	Remove existing soffit. Replace with new per specification soffit	LS	1	$ 7,000.00
23	Provide porta lets per plan note Sheet A11.3	LS	1	$ 2,000.00
24	**West Side Scorekeeper and Maintenance Building**			
25	Provide new restroom fixtures per specification	LS	1	$ 6,500.00
26	Provide Resinous floor material to men's and women's restrooms	LS	1	$ 3,000.00
27	Paint the interior of the men's and women's restrooms	LS	1	$ 1,100.00
28	Provide porta lets per plan note Sheet A21	LS	1	$ 2,000.00

NOTES:
1.) The award will be based on line items 1 - 18 - Base Bid. Options may be added if funds are available.
2.) The City reserves the right to split the award by location that is in the best interest of the City.

SOLICITATION REQUEST

Department: **Parks & Recreation 7210** Department Technical Specialist: **Ron Finks** Extension: **871-5389**

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) **Within this project at Sportsman Park, there will be two buildings that will have complete roof replacement, damaged T1-11 removed/replaced, stucco installed to cover existing wood siding on second story only and three window replacements on second story.**
Technical Specifications Attached: [ ] Yes [X] 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 **YES**
Estimated time frame for completion of project after award: **Must be Completed by January 25, 2016**
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: **$110,000.**
If professional services what is the estimated construction cost. **N/A** Any grant funds being used for consultants_____ construction_____ Type of Grant **N/A**
Liquidated damages amount (for construction only); **N/A**
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
001-7210-562000	001-7210	7210	562000	

Suggested Bidders: (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	E Mail	Contact Person
Grande Construction	575 NW Mercantile Pl, Port St Lucie, FL 34986	greg@grandefl.com	Greg

Reason for purchase or service: **Replace/repair damage wood siding and roofing on to two story buildings to include three replacement windows.**

If digging or trenching is required what is the depth? **N/A**
If work is in water, what is the depth? **N/A** Is the water navigable? **N/A**
If this is a building, how many stories? **To Two Story Buildings**

Sherman Conrad
Signed in Director's absence to avoid delay
Department Head Approval

10-16-15
Date

10/16/2015

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160013
(E-Bid)

Repairs to the Buildings at Sportsman's Park

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 #20160013 for the Repairs of Buildings at Sportsman's Park will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **11:00 a.m. on, November 10, 2015.** Construction Plans included as an attachment.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount of five (5%) percent of the bid total, made payable to the City of Port St. Lucie. 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. The original 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". Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract.

The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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 November 2, 2015 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 1-42
- E-Bid Reply Sheet/Questionnaire #20160013, pages 12-18 (included in E-Bid Specifications)
- E-Bid Excel Spreadsheet # 20160013, page 1 (not included in E-Bid Specifications)
- Drug-Free Workplace Form
- Vendor Code of Ethics
- Contractor Verification Form
- Non-collusion Affidavit of Prime Bidder

Attachments:

- Construction Plans, page 1-17

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 # 20160013
REPAIRS OF BUILDINGS AT SPORTSMAN'S PARK

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Repairs of Buildings at Sportsman's Park. The project includes replacing the roofing, damaged siding, repairing stucco, painting, air conditioning system, and new windows in accordance with the construction plans.

It is the intent of the City to enter into a lump sum contract with one (1) qualified Contractor to provide all materials, supplies, labor, permits, and equipment necessary for the building repairs at Sportsman's Park. All work shall be in accordance with the Construction Plans prepared by Architectural Building Corporation dated October 12, 2015. The construction on the concession and restroom buildings must be done during the time period when the ball fields are not in use. The time period for this work would need to begin November 30, 2015 and be completed by February 5, 2016. The total Contract period is two hundred forty (240) calendar days. There is no option to renew.

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work include a State of Florida General Contractor. 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 <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 selected Bidder in the preparation of his/her bid.

1.3 <u>Examination of Drawings and Contract Documents</u> – 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 Sheet #20160013. 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 #20160013. 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. Five (5) 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 lump sum total from lines 1-18 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 <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 <u>Tie Bid Statement</u> – 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 #20160013 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, #20160013 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160013 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 #20160013.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160013. Totals shall agree with the E-Bid Reply Excel Spreadsheets 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 #20160013 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 #20160013 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160013, Contractor's Questionnaire, Substitute Sheet, Non-Collusion Affidavit of Prime Bidder, List of References, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160013. 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 D.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:	Reroofing of two buildings	@ 2 x $515.00 = $1,030.00
	Siding/Stucco replacement on two buildings	@ 2 x $154.10 = $ 308.20
	Replacement of Air Condition system	@ 1 x $154.10 = $ 154.10
	Replacement Windows	@ 1 x $175.00 = $ 175.00

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 - 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 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 PMD.

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 - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than 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 may be cause for the rejection of the bid.

2.4 Return of Proposal Guaranty - After the bid has been awarded, Procurement Management Department may, at its discretion return the guaranty deposit. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty may be returned to the respective Bidders whose proposals it accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager 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.

(balance of page left intentionally blank)

E-Bid Reply Sheet/Questionnaire#20160013
Repairs of Buildings at Sportsman's Park

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 ( )

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" on Line #19:_____
(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 #20160013 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

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY
	East Side Concession Building and Restrooms		
1	New metal roof per specifications	LS	1
2	Patch and Repair all visible areas of stucco on first floor	LS	1
3	Pressure wash the exterior of the building with 1500 PSI or less	LS	1
4	Paint exterior of building include main doors and frames (Do not paint the shutters at the concession or the stainless counters)	LS	1
5	New stucco system for second floor covering the T-1-11 per specifications. Texture to match first floor in final coat.	LS	1
6	New flashing and elastomeric coating with paint per specifications on second floor stucco. No Exceptions	LS	1
7	Provide soffit at location shown on plans independent soffit to existing	LS	1
8	**SUBTOTAL BASE BID FOR East side Concession Building and Restrooms**	XX	XX
	West Side Scorekeeper and Maintenance Building	XX	XX
9	New metal roof per specifications	LS	1
10	Install new second floor air conditioning system (see plans for details)	LS	1
11	Remove wall air conditioning unit and fill in opening per plans	LS	1
12	Patch and repair all visible areas of stucco	LS	1
13	Pressure wash the exterior of the building with 1500 PSI or less	LS	1
14	Paint exterior of building to include main doors and frames	LS	1
15	Provide and install new windows on the south side of the building	LS	1

16	Provide flashing and water tight installation of the stucco around the new windows	LS	1
17	Apply elastomeric costing around windows prior to finish coat of paint	LS	1
18	**SUBTOTAL BASE BID FOR West side Scorekeeper and Maintenance Building**	XX	XX
19	**GRAND TOTAL BASE BID**	XX	XX
		XX	XX
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE	XX	XX
	East Side Concession Building and Restrooms	XX	XX
20	Stucco storage area extension wall under stairs on the south side. Replace and removed materials with new. Refer to plans for instructions.	LS	1
21	Replace existing gutters and downspouts with new in lieu of reinstallations of existing	LS	1
22	Remove existing soffit. Replace with new per specification soffit	LS	1
23	Provide porta lets per plan note Sheet A11.3	LS	1
24	**West Side Scorekeeper and Maintenance Building**	XX	XX
25	Provide new restroom fixtures per specification	LS	1
26	Provide Resinous floor material to men's and women's restrooms	LS	1
27	Paint the interior of the men's and women's restrooms	LS	1
28	Provide porta lets per plan note Sheet A21	LS	1

Options may be used if funding is available. They are not a part of the base bid amount.

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

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. Bidder is using Sherman Williams Paint as per specification? Yes ( ) No ( )

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 five (5) 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:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

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:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

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:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

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?

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 #20160013

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 (or the state where they are) 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 Ports St. Lucie
Parks & Recreation Department
Attn: Ron Finks, or his designee
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone: 772-871-5389/ Fax: 772-871-5290
Email: rfinks@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 #20160013, all agenda, attachments and all associated permits are made part of this Contract for the exterior Repairs of Buildings at Sportsman's Park are hereby incorporated by this reference.

Premises - Sportsman's Park 201 NW Prima Vista Blvd., Port St. Lucie, Florida.

SCOPE OF WORK – The Contractor is required to perform all the preparation necessary for the Repairs of Buildings at Sportsman's Park.

Building List:

A. **East Side Concession Building and Restrooms:**
- i. New metal roof per specifications
- ii. Patch and Repair all visible areas of stucco on first floor
- iii. Pressure wash the exterior of the building with 1500 PSI or less
- iv. Paint exterior of building include main doors and frames. (Do not paint the shutters at the concession or the stainless counters.)
- v. New stucco system for second floor covering the T 1-11 per specifications. Texture to match first floor in final coat.
- vi. New flashing and elastomeric coating with paint per specification on second floor stucco. No Exceptions.
- vii. Provide soffit at locations shown on plans independent soffit to existing.

B. **West Side Scorekeeper & Maintenance Building:**
- i. New metal roof per specifications
- ii. Install new second floor air conditions system (see plans for details)
- iii. Remove wall air conditioning and fill in opening per plans
- iv. Patch and repair all visible areas of stucco
- v. Pressure wash the exterior of the building with 1500 PSI or less
- vi. Paint exterior of building to include main doors and frames
- vii. Provide and install new windows on the south side of the building
- viii. Provide flashing and water tight installation of the stucco around the new windows
- ix. Apply elastomeric coating around windows prior to finish coat of paint

C. **Options for East Side Concession Building and Restrooms:**
- Option i. Stucco storage area extension wall under stairs on the south side. Replace any removed material with new. Refer to plans for instruction
- Option ii: Replace existing gutters and downspouts with new in lieu of reinstallation of existing.
- Option iii: Remove existing soffit. Replace with new per specification soffit
- Option iv: Provide porta lets per plan note Sheet A11.3

D. **Options for West Side Scorekeeper & Maintenance Building:**
- Option v. Provide new restroom fixtures per specification

Option vi. Provide Resinous floor material to men's and women's restrooms
Option vii. Paint the interior of the men's and women's restrooms
Option viii. Provide porta lets per plan note sheet A21

Protection of the public is of primary importance and no access other than (city employees) will be allowed during work being performed on the buildings in the park. An isolation zone of twenty (20) feet shall be maintained at all times for the outside building line. Secure the perimeter with barricades or temporary fencing during the duration of the contract.

All the work shall be in accordance with the Construction Plans prepared by Architectural Building Corporation dated October 12, 2015.

The Contractor will be responsible to maintain a safe and clean work site, being extremely cautious and controlling of overspray. Contractor shall be extremely cautious while pressure washing of exterior of buildings not to exceed 1500 psi. The Contractor will protect all adjacent areas not to be painted or pressure washed by taking appropriate measures. Areas to be protected included, but not limited to, are cameras, windows, doors, surrounding lawn, trees, shrubbery, patio floors, walkways, sprinkler systems, hardware, accessories, device plates, lighting fixtures, and electric meters. (Any overspray that occurs will be the contractor's liability.) (Any water damage during the pressure washing of the buildings will be the contractor's liability.)

The Contractor shall, in accordance with OSHA standards, erect "wet paint" signs and temporary roping off around work areas shall be installed and maintained while work is in progress.

The cleaning of brushes, pans or painting supplies or tools is strictly prohibited using hoses, interior sinks, bathrooms, etc. located on the premises that could result in material entering the storm water system.

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

Contract period shall begin_____2015 and (start date) will extend for two hundred forty (240) calendar days and ending on_____2016. 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

"Not Applicable"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of $ _____ as identified on Schedule A, plus a one-time only payment of ten-dollar ($10.00) 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 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.

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.

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.

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 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 shall indemnify and hold harmless the City, its Officers and their employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent, recklessness, or intentional wrongful conduct of the design professional/Contractor or and persons other employed or utilized by the Contractor in the performance of the 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. 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 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 must be provided. Coverage should 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 CG20371001 & 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 is to 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 interest's provision as provided under the standard ISO form separation of insurer's clause.

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 with a 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, Repairs of Buildings at Sportsman's Park shall be listed as additionally insured, Contract #20160013".** 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 should be attached to the Certificate of Insurance. 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.

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 should apply on a primary basis.

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, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certification and other documentation may be a 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

"Non Applicable"

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).

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 III. 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 are hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

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

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

Dress Code – All personnel in the employ of the Contractor 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 are 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 uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site within three (3) days at 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.

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. 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.

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (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 thousand ($1,000.00) 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 and upon expiration of the thirty (30) day period, , 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)

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

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*)

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160013

Repairs of Buildings at Sportsman's Park

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 # 20160013
Repairs to Buildings at Sportsman's Park

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 # 20160013
Repairs to Buildings at Sportsman's Park

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 #20160013

REPAIRS OF BUILDINGS AT SPORTSMAN'S PARK

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 #20160013 with proper signatures upload 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 #20160013.

_____ 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

ATTACHMENT A

Construction Plans

City of Port St. Lucie
Repairs of Buildings at Sportsman's Park

(1-17 pages follow as a separate attachment)

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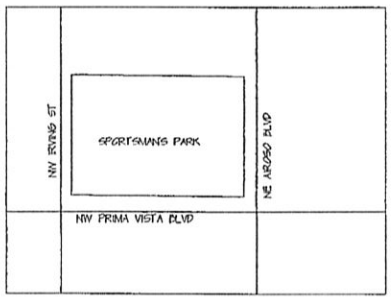
CITY OF PORT ST. LUCIE
PARKS & RECREATION

SPORTSMAN'S PARK RENOVATIONS
SPORTSMAN'S PARK
201 NW PRIMA VISTA BLVD.
PORT ST. LUCIE, FL 34983

OCTOBER 12, 2015



SUMMARY SCOPE OF WORK:
THIS IS A SUMMARY ONLY. REFER TO DRAWINGS AND SPECIFICATIONS FOR DETAIL OF WORK TO BE PERFORMED AT EACH SITE. CONTRACTOR SHALL BECOME FAMILIAR WITH THE SCOPE OF WORK AS DEFINED AND VISIT EACH SITE TO DETERMINE THE QUANTITY OF LABOR AND MATERIALS TO PROVIDE A COMPLETE SYSTEM AS OUTLINED IN THE DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFICATION OF ANY WORK ASSOCIATED OR INCIDENTAL TO COMPLETING THE TASKS DEFINED BY THESE DOCUMENTS. NO ADDITIONAL COST WILL BE ALLOWED FOR FAILURE TO CONSIDER ALL ASPECTS OF THE WORK AND TO PROVIDE A COMPLETE SYSTEM THAT IS FBC COMPLIANT AND IN CONFORMANCE WITH THESE DOCUMENTS. DEVIATION FROM DETAILS FOR APPLICATION OF MATERIAL SYSTEMS ARE REQUIRED TO BE APPROVED BY THE ARCHITECT OF RECORD PRIOR TO USE. REMOVAL AND REPLACEMENT AT THE SOLE EXPENSE OF THE CONTRACTOR WILL BE THE RESULT OF NON-APPROVAL PRIOR TO APPLICATION. ANY SUBSTITUTIONS OR ALTERNATES SHALL BE SUBMITTED WITH THE SUBMITTALS SEVEN CALENDAR DAYS FROM THE NOTICE TO PROCEED BY THE CITY OF PORT ST. LUCIE. ANY DELAY AS A RESULT OF INCOMPLETE SUBMITTALS SHALL BE BORNE BY THE CONTRACTOR AND SHALL BE RECORDED AS SUCH WITH THE SUBMITTAL RESPONSE. THE ARCHITECT OF RECORD SHALL HAVE 5 CALENDAR DAYS TO REVIEW AND RESPOND. EACH RE-SUBMITTAL AS A RESULT OF INCORRECT OR INCOMPLETE INFORMATION WILL RE-START THE REVIEW PERIOD OF 5 CALENDAR DAYS AND ANY DELAY AS A RESULT SHALL BE BORNE BY THE CONTRACTOR.

BUILDING LIST:

I. SPORTSMANS PARK

II. EAST SIDE CONCESSION BUILDING AND RESTROOMS
- II.1. NEW METAL ROOF PER SPECIFICATION
- II.2. PATCH AND REPAIR ALL VISIBLE AREAS OF STUCCO ON FIRST FLOOR
- II.3. PRESSURE WASH AND PAINT THE ENTIRE EXTERIOR INCLUDING MAN DOORS AND FRAMES. DO NOT PAINT THE SHUTTERS AT THE CONCESSION OR THE STAINLESS COUNTER.
- II.4. NEW STUCCO SYSTEM FOR 2ND FLOOR COVERING T 1-11 PER SPEC AND DWGS. TEXTURE TO MATCH 1ST FLOOR IN FINAL COAT.
- II.5. NEW FLASHINGS AND ELASTOMERIC COATING WITH PAINT PER SPEC ON SECOND FLOOR STUCCO. NO EXCEPTIONS.
- II.6. PROVIDE SOFFIT AT LOCATIONS SHOWN ON DWGS INDEPENDENT OF EXISTING.
- II.7. ALTERNATE #1: STUCCO STORAGE AREA EXT WALLS UNDER STAIR ON THE SOUTH SIDE. REPLACE ANY REMOVED MATERIAL WITH NEW. REFER TO DWGS FOR INSTRUCTION.
- II.8. ALTERNATE #2: REPLACE EXISTING GUTTERS AND DOWNSPOUTS WITH NEW IN LIEU OF REINSTALLATION OF EXISTING.
- II.9. ALTERNATE #3: REMOVE EXISTING SOFFIT. REPLACE WITH NEW SPEC. SOFFIT.

12. WEST SIDE SCOREKEEPER & MAINT BUILDING
- 12.1. NEW METAL ROOF PER SPECIFICATION
- 12.2. INSTALL NEW 2ND FLOOR AIR CONDITIONING SYSTEM (SEE DWGS FOR DETAILS)
- 12.3. REMOVE WALL AIR CONDITIONING UNIT AND FILL IN OPENING PER DWGS.
- 12.4. PATCH AND REPAIR ALL VISIBLE AREAS OF STUCCO
- 12.5. PRESSURE WASH AND PAINT THE ENTIRE EXTERIOR INCLUDING MAN DOORS AND FRAMES
- 12.6. PROVIDE AND INSTALL NEW WINDOWS ON THE SOUTH SIDE OF THE BUILDING
- 12.7. PROVIDE FLASHING AND WATER TIGHT INSTALLATION OF THE STUCCO AROUND THE NEW WINDOWS
- 12.8. APPLY ELASTOMERIC COATING AROUND WINDOWS PRIOR TO FINISH COAT OF PAINT.
- 12.9. ALTERNATE #4: PROVIDE NEW RESTROOM FIXTURES PER SPECIFICATION AT WEST SIDE SCOREKEEPER-MAINT BLDG.
- 12.10. ALTERNATE #5: PROVIDE RESINOUS FLOOR MATERIAL TO MENS AND WOMENS RESTROOMS SPORTSMANS WEST SIDE SCOREKEEPER-MAINT BLDG.
- 12.11. ALTERNATE #6: PAINT THE INTERIOR OF THE RESTROOMS AT WEST SIDE SCOREKEEPER-MAINT BLDG.

GENERAL NOTE: PIPE PENETRATIONS HAVE BEEN OBSERVED TO POSSIBLY INTRUDE ON THE RIDGE CAPS OR VALLEY METAL. CUT OUT A SECTION OF ROOFING (NO MORE THAN 4X4 AREA) TO ALLOW FOR THE PIPE TO BE OFF-SET AWAY FROM THE RIDGE OR VALLEY (ANY OTHER OBSTRUCTION). OFF-SET THE PLUMBING VENT, ETC. FAR ENOUGH TO ALLOW PROPER APPLICATION OF THE ROOF (CENTER TO CENTER OF FRAMING) AND INSTALL NEW (MATCH EXISTING THICKNESS) SHEATHING PLYWOOD. USE 2X BLOCKING AT UNSUPPORTED EDGES AND GALVANIZED DECK SCREWS 1 ½" TO ANCHOR THE SHEET TO THE STRUCTURE. THIS IS A TYPICAL APPLICATION FOR ALL BUILDINGS

CONTRACTOR SHALL PROVIDE A DUMPSTER FOR ALL TRASH AND DEBRI GENERATED FROM THE WORK. AT NO TIME SHALL THE CONTRACTOR USE EXISTING DUMPSTERS FOR TRASH DISPOSAL. KEEP THE SITE AND BUILDINGS CLEAN AND CLEAR OF ALL TRASH AND DEBRI. NO DOMESTIC GARBAGE WILL BE TOLERATED AT ANY OF THE SITES. THAT INCLUDES DRINK CUPS, CANS, FOOD WRAPPERS, AND PLASTIC BAGS. NO WARNINGS WILL BE GIVEN. IF CLEANUP IS DONE BY CITY EMPLOYEES, BACK CHARGES WILL BE TAKEN FROM THE CONTRACT FOR ALL HOURS EXPENDED AND THE COST OF VEHICLES, ETC.

PROTECTION OF THE PUBLIC IS OF PRIMARY IMPORTANCE AND NO ACCESS (OTHER THAN CITY EMPLOYEES) WILL BE ALLOWED DURING WORK BEING PERFORMED ON THE BUILDINGS IN THIS PARK. AN ISOLATION ZONE OF 20' SHALL BE MAINTAINED AT ALL TIMES FROM THE OUTSIDE BUILDING LINE. SECURE THE PERIMETER WITH BARRICADES OR TEMP FENCING DURING THE PERIOD OF WORK. FAILURE TO PROTECT THE PUBLIC WILL BE GROUNDS FOR THE CITY TO TAKE OVER THIS TASK AND BACK CHARGE THE CONTRACT FOR ALL COSTS INCURRED. NO EXCEPTIONS TO THIS WILL BE TAKEN.

DRAWINGS

A0 COVER SHEET
A2 GENERAL NOTES ROOFING
A2.1 GENERAL NOTES SOFFITS & ACCESSORIES
A2.2 GENERAL NOTES PAINT & STUCCO
A3 SPORTSMANS PARK WINDOW REPLACEMENT & HVAC REPLACEMENT
A4 SPORTSMANS PARK EAST SCOREKEEPER & MAINT BLDG ROOF AND HVAC
A11 SPORTSMANS PARK EAST CONCESSION BLDG ROOF PLAN
A11.1 SPORTSMANS PARK EAST CONCESSION BLDG PLAN-ELEVATION
A11.2 SPORTSMANS PARK EAST CONCESSION BLDG ELEVATIONS
A11.3 SPORTSMANS PARK EAST CONCESSION BLDG ELEVATION & NOTES
A14 ROOFING DETAILS (1)
A15 ROOFING DETAILS (2)
A16 ROOFING DETAILS 5-9
A17 TYPICAL STUCCO DETAILS
A18 TYPICAL STUCCO SPEC
A21 ALTERNATES-TOILET FIXTURE REPLACE & RESINOUS FLOORING
A21.1 ALTERNATES-RESINOUS FLOORING SPEC

General Notes

1. THIS SET OF DOCUMENTS REPRESENTS THE INTENDED SCOPE OF WORK FOR THE RENOVATIONS AND MODIFICATIONS TO FACILITIES AT THE PARK LOCATIONS INDICATED ON THE DOCUMENTS.
2. SITE VISITS AND CONFIRMATION OF QUANTITIES FOR THE SCOPE OF WORK IS MANDATORY FOR ALL CONTRACTORS PROVIDING A BID TO THE CITY OF PORT ST. LUCIE. NO ADDITIONAL COMPENSATION WILL BE AWARDED TO ANY CONTRACTOR FOR FAILURE TO VERIFY THE AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE PROJECT.
3. ALL WORK IS TO BE COMPLETED AS AN ASSEMBLY RELATING TO THE SCOPE OF WORK REFERENCED. THE SPECIFICATIONS INCLUDED WITH THESE DOCUMENTS ARE INTENDED TO REPRESENT THE MINIMUM REQUIREMENTS FOR COMPLIANCE. FAILURE TO PROVIDE THE MINIMUM REQUIREMENTS AS SPECIFIED WILL RESULT IN NON-PAYMENT FOR WORK PERFORMED UNTIL SUCH TIME THE MINIMUM REQUIREMENTS HAVE BEEN ACHIEVED.
4. THE PHOTOGRAPHS ARE REPRESENTATIVE OF VISUALLY PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDED CONTRACTOR(S) PRIOR TO BID.
5. CONTRACTOR WILL PROVIDE AS-BUILT DRAWINGS TO THE CITY UPON COMPLETION OF THE WORK. TWO RED LINE WORD COPIES AND ONE ELECTRONIC COPY IN COLOR PDF TO CLEARLY SHOW ANY CHANGES OR MODIFICATIONS FROM THE DRAWINGS. CONTRACTOR WILL HAVE EACH TRADE CONTRACTOR(S)(SUBCONTRACTOR) KEEP A SET OF DOCUMENTS ON SITE TO BE MARKED UP IN RED INK ONLY. RETAINAGE RELEASE CAN BE WITHHELD UNTIL THIS IS COMPLETED.

STATE OF FLORIDA
LICENSED ARCHITECT
AR81819

Lawrence Daugherty
Digitally signed by Lawrence Daugherty
DN: cn=Lawrence Daugherty, o=Architect Daugherty Corp, ou=Architect, email=ldaugherty@ldaugherty.com, c=US
Date: 2015.10.13 14:13:41-04'00'

No.	Revision/Issue	Date

Firm Name and Address
DAUGHERTY ARCHITECTURE
8894 VIA TEN DR JUPITER FL
AA26000871
LC026-8733

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project 15-002
Date 10/12/2015
Scale As Noted
Sheet A0

GENERAL ROOFING NOTES:

1. REMOVE OLD ROOFING COMPLETE TO THE SHEATHING. CHECK SHEATHING FOR DAMAGE. REPLACE DAMAGED SHEATHING AND RE-NAIL ALL OF THE ROOF WITH #8 RING SHANK NAILS 4" OC. IN PERIMETER AND 6" OC. IN THE FIELD.

2. REQUEST INSPECTION BY PSL PROJECT MANAGER PRIOR TO INSTALL OF THE PEEL AND STICK UNDERLAYMENT. PHOTOGRAPHS PRIOR OF ATTACHMENT MAY BE REQUESTED AT THE EXPENSE OF THE CONTRACTOR. THIS IS IN ADDITION TO INSPECTION REQUIREMENTS WITH THE PSL BUILDING DEPARTMENT.

3. PEEL AND STICK UNDERLAYMENT SHALL BE EQUIVALENT TO THE FOLLOWING:

WeatherLock Specialty Tile and Metal: As manufactured by Owens Corning Roofing and Asphalt, LLC.

- Polyester surface with skid resistant traction surface, self-adhering, self sealing, bituminous ice and water barrier
- Thermally stable in high temperatures up to 240 degrees Fahrenheit (116 degrees Celsius)
- Designed for use with mechanically fastened tile systems.
- Roll Width: 36 in (914 mm)
- Selvage: 3 in (76 mm).
- Standards/Qualification: ASTM D1970, ASTM E108/ UL 790 (Class A Fire Resistance), ICC-ESR 1389, CCMC 13405-R, Florida Product Approval (FL19019), and Miami-Dade County Product Approval (18-0803.03).

2. THE ROOFING BASIS OF DESIGN IS ENGLERT SERIES S1000, 24 GAUGE STEEL PANEL, FOREST GREEN COLOR. SEE SPECIFICATION THIS SHEET.

3. REMOVE AND REINSTALL ALL ACCESSORY DEVICES LOCATED ON THE ROOF. THIS INCLUDES BUT IS NOT LIMITED TO THE LIGHTNING PROTECTION SYSTEM, AUDIO SYSTEM, RAIN GAUGE SYSTEM, TELEPHONE, DATA, CABLE, ETC. DO NOT ATTACH EQUIPMENT THROUGH THE ROOFING SYSTEM TO THE BUILDING. USE S-9A CLIPS (MODEL AS RECOMMENDED BY MFG) FOR ALL ATTACHMENTS OF EQUIPMENT AND ACCESSORIES TO THE NEW ROOF SYSTEM. PROVIDE SUBMITTALS AND SHOP DRAWINGS FOR ATTACHMENT METHOD TO BE USED THAT IS FBC APPROVED FOR HVHZ WIND AS INDICATED ON THE BUILDING DRAWINGS. PROTECT FROM DAMAGE ANY EQUIPMENT OR ACCESSORY REMOVED. REPLACEMENT WILL BE AT THE DEFENSE OF THE CONTRACTOR. CONFIRM CONDITION OF THE EQUIPMENT WITH THE PSL PROJECT MANAGER UPON REMOVAL FROM THE ROOF. COORDINATE PROTECTED STORAGE WITH PSL.

4. PROVIDE BOOTS AND ACCESSORIES FOR ALL ROOF PENETRATIONS. WHERE PENETRATIONS WILL INTERFERE WITH ROOFING SYSTEMS, PROVIDE TRADE ASSISTANCE (PLUMBING, HVAC) TO RELOCATE VENTS, ETC. FOR COMPLIANCE WITH MANUFACTURERS RECOMMENDED ATTACHMENTS. REMOVE UP TO 1 SHEET OF ROOF SHEATHING AS REQUIRED TO MOVE INTERFERENCES INTO LOCATIONS NON-CONFLICTING WITH PROPER ROOF INSTALLATION. IDENTIFY ANY SUCH CONDITIONS FROM MANDATORY SITE VISIT FOR EACH BUILDING. NO ADDITIONAL COST WILL BE ALLOWED FOR NON-IDENTIFICATION OF EXISTING CONDITIONS

5. REMOVE AND REINSTALL ALL GUTTER SYSTEMS ALONG THE ROOF EDGE. CAULK AND PAINT THE FASCIA (COLOR TO MATCH EXISTING OR AS SPECIFIED) PRIOR TO INSTALLING FLASHINGS AND REINSTALLING GUTTER SYSTEM.

6. REPLACE ANY ROTTED OR DAMAGED FASCIA MATERIAL (SEE NOTE 4 FOR IDENTIFICATION) WITH NEW MATERIALS. PRIME AND PAINT ONE COAT PRIMER-2 COATS OF PAINT MINIMUM.

7. PRESSURE WASH ALL EXISTING EXTERIOR SURFACES SUCH AS SOFFITS, STUCCO, ETC. DO NOT WET THE T-111 PRIOR TO COVERING WITH TYVEK SYSTEMS IN PREPARATION FOR STUCCO. DELAYS DUE TO NOT ADHERING TO THIS SPEC. WILL BE BORNE BY THE CONTRACTOR.

8. REPAIR SOFFITS IF DAMAGED WITH SIMILAR MATERIALS AND REPAIR ALL STUCCO AREAS WITH CRACKS OR GAPS PRIOR TO PAINTING PREP. CAULK ALL AREAS ADJOINING STUCCO TO OTHER SURFACES WITH A SILICONE BASED PAINTABLE CAULK. PROVIDE A SUBMITTAL FOR ALL MATERIALS TO THE ARCHITECT OF RECORD.

9. CONTRACTOR SHALL ENSURE ALL FINISHED SURFACES ARE PROTECTED FROM OTHER TRADES WORK. THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPLACEMENT OF FINISHED WORK DUE TO NEGLIGENCE IN ALLOWING DAMAGE BY OTHER TRADES.

10. SAFETY AND SECURITY AT ALL FACILITIES MUST BE MAINTAINED AND IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE A SAFE WORKING ENVIRONMENT AND TO KEEP THE PUBLIC SAFE FROM HAZARDS ASSOCIATED WITH THIS WORK. PROVIDE A MANDATORY SAFETY AND SECURITY PLAN AS A SUBMITTAL TO THE CITY OF PORT ST. LUCIE FOR APPROVAL OUTLINING THE METHODS TO ENSURE PUBLIC SAFETY AT EACH OF THE BUILDINGS DURING CONSTRUCTION. THIS IS REQUIRED FOR ALL PHASES OF WORK AT EACH BUILDING AND FOR WORK AT AREAS SUCH AS THE TENNIS COURTS AND BASKETBALL COURT. ADHERENCE TO THE ACCEPTED PLAN BY PSL WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

SECTION 07410 – MANUFACTURED ROOF AND WALL PANELS
SECTION 07620 – SHEET METAL FLASHING

PART 1 – GENERAL

1.01 WORK INCLUDED

Providing all labor, materials, tools, equipment and services to furnish and install metal roofing, wall panels/siding, flashing, trim and such other accessories to make the system complete and weathertight, as indicated on the drawings and specified herein.

1.02

1.07 QUALITY ASSURANCE

A. Installation: By a roofing/sheet metal contractor with at least a minimum of five years experience in similar type of construction and documenting successful completion of contracts for projects similar in size, scope and products.

B. Before Fabrication: The contractor shall take field measurements of the structure and substrates indicated and specified to ensure that panel lengths and brake/formed flashings are dimensioned accurately to facilitate easy installation. Fabrication shall not begin until all field conditions have been verified. Allow for sufficient trimming of panel units at eaves, valleys, and gables prior to fabrication.

1.04 REFERENCES

A. SMACNA (Sheet Metal and Air Conditioning Contractors National Association, Inc) Architectural Sheet Metal Manual.

B. NRCA (The National Roofing Contractors Association) Roofing and Waterproofing Manual (Including Construction Details), and Handbook of Accepted Roofing Knowledge. & Manufacturer's Construction Details Handbook.

D. AISC Steel Construction Manual.

E. AISI Cold Formed Steel Design Manual.

1.05 SUBMITTALS

A Submit product literature, shop drawings, and samples for approval prior to commencement of work.

B. Product Literature:
1. Manufacturer's descriptive literature.
2. Manufacturer's standard color chart.

C. Shop drawings are to be a small scale layout of roof plan and elevation, indicating the extent of work to be performed. Include sections of roof, fascia, walls, siding and soffits, for each condition, detailing flashing and trim for different conditions, such as eaves, outside/inside corners, ridge, valleys, gutters, and wall terminations, closures, etc, showing a full and complete installation. Show securement of panels and clips, spacing, type and number of fasteners, as recommended by the Manufacturer. Do not use the details from the architectural drawings for shop drawing submittals.

D. Submit 24" long sample panel indicating the metal, gauge, color, texture, and finish proposed.

E. Submit Manufacturer's warranty covering the substrate (metal) against rupture, perforation, and structural failure due to normal atmospheric corrosion for twenty five (25) years.

F. Submit Manufacturer's thirty five (35) year warranty on paint finish against cracking, peeling, blistering, chalk, and color change.

G. Submit test reports complying with finish specifications per section 1.09 through 1.09D.

1.06 DELIVERY, STORAGE, AND HANDLED

A. Unload and store materials at job-site to protect them from any damage.

B.Inspect delivered material. Prevent interference by other trades or any other adverse job conditions.
C.Store materials above ground, on skids Protect material with waterproof covering and ensure sufficient ventilation to prevent condensation build-up or moisture entrapment in the materials.

1.07 WARRANTY

A. Manufacturer shall warrant the metal roof against rupture or perforation or from structurally failing due to normal atmospheric conditions for a period of twenty five (25) years. In addition, Manufacturer shall provide a 35-year finish warranty against peeling and blistering, chalk, and fade (color change)

D. Installer shall provide a written warranty for two (2) years from the date of final completion and acceptance, guaranteeing materials and workmanship for watertightness, weathertightness, and against all leaks. During the initial two (2) year period, the Installer shall assure weathertightness and watertightness of the roof, without any cost to the building owner.

PART II – PRODUCTS

2.01 BASIS OF DESIGN
ENGLERT
MANUFACTURER – ENGLERT

SERIES S 1000
1-3/4a High Structural
Architectural Snap-Lock Standing Seam

The series 1000 may be specified for application over solid deck or over purlins or over metal deck with rigid insulation. The Series 1000 Panel System can also be secured with bearing plates and clips through the insulation to the metal deck. Minimum Pitch: 3a/8a. Specify as required 2.02

A. Panel System shall be the Englert Series 1000, 1-3/4a high, 8a wide, Structural Standing Seam Snap-Lock System, with sealant applied at the panel interlock. The panels shall have baked on finish as specified in Section 3.09 hereunder, in Forest Green Color. Alternate roofing systems that can meet the minimum requirements as specified by this Manufacturer will be considered as long as there is compliance with all requirements including the equipment attachment methods.

D. Substrate:
24 Gauge baked on finish over Galvalume ASTM A-755-03, A792, 50 KSI yield point, 62 KSI tensile strength
tensile strength.

G. Performance:
1. Panel shall meet the requirements of Underwriter's Laboratories Inc for Class 90 wind uplift resistance.
2. Air Infiltration: No greater than 0.04 CFM/FT2 at a test pressure of 1.57 PSF and 0.003 CFM/FT2 at a test pressure of 6.24 PSF per ASTM E-283-73.
3. Water Resistance: When tested for 5 gallons per minute spray for 15 minutes duration at each test pressure of
(0) PSF, 2.4 PSF, 3.5 PSF, and 6.1 PSF, there shall be no evidence of water penetration, per ASTM E-331-72
4. Panel shall display a flame spread classification of a Class I when tested in accordance with ASTM E-84-87.

5. Panel shall be tested and conform to the requirements of the modified ASTM E-330 static pressure differential test.

6. Panel shall be tested and conform to the requirements of the Miami Dade, Florida non-structural roofing system criteria, product approval number must be supplied for the roofing and all accessories for permitting with the City of Port St. Lucie

7. Panel shall be tested and conform to requirements of the ASTM E906 wind up-lift criteria

8. Panel system shall be tested in accordance with ASTM E-1592-05 standard test method for rate of air leakage through exterior metal roof panel systems.
9. Panel system shall be tested in accordance with ASTM E-1646-05 standard test method for water penetration of metal roof panel system by uniform static air pressure difference.

IF METAL SOFFIT IS REQUIRED,

A. SEE SOFFIT SPECIFICATION

2.04 FABRICATION

A. Panel Construction: Panels shall be uniformly dimensioned, roll formed to exact lengths to avoid trimming. The panel system shall be anchored as recommended by the Manufacturer. All fasteners shall be concealed. Panels shall be continuous from ridge to eaves with no end laps. There shall be no face penetration of panels, except as approved by the architect for securing panels to facilitate directional expansion/contraction.

B. Flashing and Trim All exposed standard or special flashing/trim and such other breaks formed in the same gauge, color, and finish to match roofing panels, furnished with protective strippable film to be removed upon installation.

C. Accessories such as clips, closures, fasteners, etc, shall be as recommended by the Manufacturer.

2.05 PERMACOLOR MOD FINISH – (35-Year Warranty)

A. Englert's Permacolor 5500 standard 35-year color coatings comprises of a 0 to 3 mil full strength 70% Kynar 500 fluorocarbon (Polyvinylidene Fluoride PVF2) coating over a urethane primer at 1 to 3 mil on the finish side, with primer and a wash coat on the reverse, on steel with just a wash coat on aluminum face film thickness 10 mil ± 2 mil.

2.06 FILM THICKNESS

Topside Finish: Primer shall be 1-3 mil, Kynar 500 top coat shall be 0 – 3 mil. Reverse side finish shall be 1 – 3 mil primer with a wash coat. Total dry film thickness for the coating system shall be 10 mil (nominal). All measurements per NCCA Technical Bulletin II-4 or ASTM D1005-84.

2.03 SPECULAR GLOSS

As determined per ASTM D523-89 at a glossmeter angle of 60 degrees 10% maximum specular reflectance.

2.09 HUMIDITY RESISTANCE

No blistering, cracking, peeling, loss of gloss or softening of the finish after 3000 hours aluminum 1000 hours coated steel, at exposure at 100% humidity at 95 degrees F, per Federal Test Method Standard 141, Method 4201 or ASTM D1735-87.

2.04 SALT SPRAY RESISTANCE

Samples diagonally scored and subjected to 5% – at 95 degrees F, neutral salt spray per ASTM B117-85, then taped with 3mm #610 cellophane tape: 3000 hours aluminum/1000 hours coated steel, no blistering and no loss of adhesion greater than 1/8 from score line. (Samples taped one hour after removal form test cabinet)

2.05 CHEMICAL RESISTANCE

No effect after 24 hour exposure of a 10% solution of hydrochloric acid, and 15-hour exposure in 10% sulfuric acid, per ASTM D1308-79, including exposure to 10% muriatic acid and nitric acid fumes.

2.06 CHALKING RESISTANCE

No chalking greater than #8 rating, per ASTM D659-86 test procedure after a 3000-hour weathrometer test.

2.07 COLOR CHANGE

Finish coat color change shall not exceed 5 units per ASTM D-2244-86, ASTM D-2616-86, and ASTM D1244-86 (South Florida 10-years) test procedure after 3000-hour weathrometer test.

2.08 ABRASION RESISTANCE

Shall pass 40 liters/mil, minimum of falling sand per ASTM D968-81 Method A.

PART III – EXECUTION

3.01 INSPECTION

A.Verify substrate is uniform, even and symmetrical by running a string test. Inspect to ensure that all sub-structure/framing members are flat and insulation is embedded symmetrically so when the metal panels are applied, they will not appear wavy or distorted.

B.After removal of the old roofing system and cleaning of the roof sheathing, inspect the sheathing surface for damage. Notify the City Project Manager with any areas that will not conform to requirements of the project. Re-nail the entire sheathing surface with #8 ring shank nails prior to placement of the peel and stick underlayment. Have the roof inspected by the City Building Department prior to covering up the bare surface with peel and stick.

C.In the event of unsatisfactory conditions of the substrate, inform the Owner's onsite representative and provide a detail description to the Architect. Do not continue installation until unsatisfactory conditions are corrected or there is authorization by the Owner (Owner's Representative) to proceed with written instruction.

D.Do not proceed with installation until adjoining areas scheduled for stucco treatment have been stuccoed and washed down. Do not wash down acid residues from stucco directly over the metal panels. Provide flashings and all accessories for the stucco flashing at the new roof. The flashing at the roof is the roofing contractors responsibility to ensure that it complies with the warranty of the roof. Coordinate with stucco contractor for installation of flashings and accessories for the roof system.

E.Commencement of installation shall signify acceptance of the substrate and adjacent conditions as being proper and acceptable for treatment of roofing

3.02 INSTALLATION

A. The metal panel system shall be installed plumb, level, and straight over peel and stick ice and water shield underlayment. See specification

B. The (standing batten) seam shall be equidistant and shall align for corners, hips, valleys, mullions, and columns in accordance with architectural design parameters as shown on the drawings

C. Installation shall be made in accordance with Manufacturer's recommended procedures and layout drawings.

Manufacturer's of construction Details Handbook, SMACNA Architectural Sheet Metal manual, NRCA Roofing and Waterproofing Manual and Handbook of Roofing Knowledge shall be used as guides and details whenever applicable.

D. No face penetrations or perforation shall be made in metal panels by fasteners without architect's specific approval. All panels shall be continuous from ridge to eaves with no horizontal end laps

E. End lap all flashing and trim at least 3". All gutters must be mitered, soldered and caulked with a lining of ice and Watershield applied at the laps to make it watertight. All butt joints must be caulked. Soldered areas shall be counter-flashed or painted to match. All valleys shall be treated with a layer of ice and Watershield spread out at least 36" each side from the center of the valley, on both sides, before applying valley flashing. End lap at least 6" at joints.

F. Exercise proper care during installation to avoid damage or scratching of the panels. Avoid walking over the metal roof after installation is completed.

3.03 CLEANING AND PROTECTION

A.Peel of any strippable film on flashing as they are installed

B.Complete all items on punch list.

C.Touch up all minor scratches and spots.

D.Remove all debris resulting from work under this Section.

E.Protection of the finish work is the responsibility of each trade contractor. Any roofing replacement due to damage will be the responsibility of this contractor and it is their responsibility to settle any disputes with other trades over damages to their finished product.

ALTERNATE ROOFING SYSTEMS MUST BE COMPLIANT WITH LOAD PATH AS PER PRODUCT APPROVAL FOR HIGH VELOCITY HURRICANE ZONE. COMPATIBILITY WITH ROOF SYSTEMS FOR EXPANSION SYSTEMS IS REQUIRED FOR ATTACHMENT OF EQUIPMENT AND ACCESSORY ITEMS TO THE ROOF.

REQUEST ALTERNATE ACCEPTANCE OF A MANUFACTURER'S PRODUCT PRIOR TO BID FROM THE ARCHITECT OF RECORD. SUBMIT A PROPOSAL AT THE ROOF SYSTEMS AND ANY TRADE APPLICABLE.

PROVIDE PRODUCTS THAT CONFORM TO THOSE SPECIFIED AND COMPLIANT WITH WARRANTY REQUIREMENTS. INSTALLATION BY A ROOFING CONTRACTOR WITH A MINIMUM OF 5 YEARS OF EXPERIENCE INSTALLING THE SPECIFIC ROOF MANUFACTURER'S PRODUCT IS MANDATORY.

A LETTER ON THE MANUFACTURERS LETTERHEAD INDICATING ROOFING CONTRACTOR OF THE ROOFING CONTRACTOR BY THE MANUFACTURER AND AN INTENT TO PROVIDE A WARRANTY BASED ON THE INSTALLATION BY THIS ROOFING CONTRACTOR IS REQUIRED WITH THE SUBMITTALS.

General Notes

1. THIS SET OF DOCUMENTS REPRESENTS THE INTENDED SCOPE OF WORK FOR THE RENOVATIONS AND MODIFICATIONS TO FACILITIES AT THE PARK LOCATIONS INDICATED ON THE DOCUMENTS.

2. SITE VISITS AND CONFIRMATION OF QUANTITIES FOR THE SCOPE OF WORK IS MANDATORY FOR ALL CONTRACTORS PROVIDING A BID TO THE CITY OF PORT ST. LUCIE. NO ADDITIONAL COMPENSATION WILL BE AWARDED TO ANY CONTRACTOR FOR FAILURE TO VERIFY THE AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE PROJECT

3. ALL WORK IS TO BE COMPLETED AS AN ASSEMBLY RELATIVE TO THE SCOPE OF WORK REQUIRED. THE SPECIFICATIONS INCLUDED WITH THESE DOCUMENTS ARE INTENDED TO REPRESENT THE MINIMUM REQUIREMENTS FOR COMPLIANCE. FAILURE TO PROVIDE THE MINIMUM REQUIREMENTS AS SPECIFIED WILL RESULT IN NON PAYMENT FOR WORK PERFORMED UNTIL SUCH TIME THE MINIMUM REQUIREMENTS HAVE BEEN ACHIEVED

4. THE DIMENSIONS ARE REPRESENTATIVE OF DESIGNED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDING. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE ENTITY CONTRACTING PRIOR TO BID.

5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE GOVERNED BY THE MOST STRINGENT REQUIREMENT OF THE TWO. THE ARCHITECT OF RECORD WILL MAKE THE SOLE DECISION AS TO THE MOST STRINGENT REQUIREMENT

STATE OF FLORIDA
AR95819

No.	Revision/Issue	Date

Firm Name and Address

15294 101 TER .IN, JUPITER FL
AA26001071
CGC1516228

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

GENERAL NOTES
ROOFING

Project	Sheet
15-002	A2
Date 10/12/2015	
Scale As Noted	

CFC DOC 10-12-2015

PARKS & RECS 9/12/2015

GENERAL NOTES:

1. PROVIDE PERFORATED SOFFIT AT ALL LOCATIONS INDICATED ON THE DRAWINGS FOR APPLICATION OF NEW SOFFITS.
2. PROVIDE ALL BLOCKING AND SUPPORT CAPABLE OF ADHERENCE TO THE REQUIREMENTS OF THE FBC AND WIND LOAD REQUIREMENTS AS SPECIFIED.
3. ALL SOFFITS SHALL MEET OR EXCEED THE CAPABILITY TO RESIST WIND LOAD REQUIREMENTS AS FOLLOWS:
   - 3.1. PER ASCE 7-10 SIMPLIFIED DESIGN WIND PRESSURES
   - 3.2. -68.3 PSF IN ZONE EOH AND -53.3 PSF ZONE GOH
4. PROVIDE SUBMITTALS FOR THE APPLICATION AND THE REQUIRED ACCESSORIES FOR A COMPLETE COMPLIANT ASSEMBLY.
5. THE BASIS OF DESIGN SPECIFICATION IS FOR PETERSEN ALUMINUM CORP. FLORIDA PRODUCT APPROVAL FL-16582-R1 WITH WOOD FURRING.
6. INSTALL SOFFITS PER AN APPROVED NOA.
7. APPLY THE SOFFITS IN A LEVEL APPLICATION FROM THE FACIA TO THE WALL. PROVIDE BOX DOWN CORNERS FOR AREAS THAT CHANGE IN ELEVATION WITH ALUMINUM MATERIAL COVERS TO FORM A COMPLIANT TRANSITION THAT IS WIND RESISTANT TO THE SPECIFIED PSF THAT REQUIRES NO PAINTING. NO EXPOSED WOOD TRANSITIONS WILL BE ALLOWED. SEAL ALL CONNECTIONS TO THE BUILDING WITH CAULK.
8. STUCCO CONTRACTOR WILL WORK TO A CLEAN LINE ALONG THE NEW SOFFIT USING A STUCCO STOP. PROTECTION OF THE FINISHES WILL BE THE RESPONSIBILITY OF ALL TRADE CONTRACTORS.
9. CLEANING OF FINISHED PRODUCT IS REQUIRED AFTER ALL WORK IS COMPLETE. NO EXCEPTIONS.

SECTION 07410

PREFORMED ALUMINUM SOFFIT PANELS, SOLID AND PERFORATED

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. This section covers the pre-finished, pre-fabricated Factory Manufactured Aluminum Soffit System. All metal trim, accessories, fasteners, insulation and sealants indicated on the drawings are part of this section

B. Related Work Specified Elsewhere

1. Roof Deck structural steel, flat roof systems, preformed metal standing seam roofing, perimeter edge systems, roof hatches, firestopping not included in this section

1.2 QUALITY ASSURANCE

A. Petersen Aluminum Corp, Acworth, GA 800-171-4481 products establish a minimum of quality required

B. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.

1.3 SUBSTITUTIONS

A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.

1.4 SYSTEM DESCRIPTION

A. Material to comply with:

1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

1.5 SOFFIT SYSTEM PERFORMANCE TESTING

A. Soffit System shall be designed to meet Standard Building Code wind load requirements.

B. Soffit System shall be designed to meet applicable Local Building Code and the Soffit System shall have been tested by the Manufacturer per ASTM E-330 and have the applicable Load Tables published from this Air Bag testing for negative loads

1.6 WARRANTIES

A. Finish warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period.

1. Exposed Panels Finish – deterioration includes the following:

a. Color fading more than 5 hunter units when tested according to ASTM D 2244

b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214

c. Cracking, checking, peeling or failure of a paint to adhere to a bare metal.

2. Warranty Period: 20 Years from the date of substantial completion

1.7 SUBMITTALS

A. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.

B. Provide finish samples of all colors specified.

C. LEED Submittals

1. Product data for Credit MR 4.1 and credit MR 4.2: indicating the percentages by weight of postconsumer and preconsumer recycled content for products having recycled content

1.7 DELIVERY, STORAGE AND HANDLING

A. Deliver components, sheets, metal soffit panels and other manufactured items so as not to be damaged or deformed. Package metal soffit panels for protection during transportation and handling.

B. Unload, store and erect metal soffit panels in a manner to prevent bending, warping, twisting and surface damage.

C. Stack metal soffit panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal soffit panels to ensure dryness Do not store metal soffit panels in contact with other materials that might cause staining, denting or other surface damage.

D. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation.

1.8 PROJECT CONDITIONS

A. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed

B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication

PART 2 – PRODUCTS

2.1 PANEL DESIGN

A. Soffit panels shall be 8" wide by 5/8" deep and manufacturer shall be able to provide all three options of panel surface: Full Vent, Half Vent or Solid Soffit in the specified color (s).

2.2 ACCEPTABLE MANUFACTURERS

A. This project is specified around the roofing product of Petersen Aluminum Corporation, Petersen Aluminum Corp, Acworth, GA, 800-171-4481, PAC-850 Soffit.

B. Other acceptable manufacturers, if they comply with specification:

1. METCO, Tucker, GA, Soffit Panel only

2. ATAS Aluminum Allentown, PA "Wind-Lock" Panel only

2.3 MATERIALS AND FINISHES

A. Materials: ASTM B-209 quality aluminum 3105-H14 Alloy and Temper material. Aluminum shall be tension leveled (temper passed and stretcher leveled) with camber of a maximum of 1/4" in 20 feet, manufactured in the USA, and shall be .032" thick aluminum 1S standard grade.

1. Color shall be PAC-CLAD Kynar 500 -Standard Pac-Clad Finish

2. Panel Surface shall be: Full Vent Half Vent Solid

B. Finishes: Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of .070 to .090 mil over .025 to .031 mil prime coat to provide a total dry film thickness of .095 to 1.15 mil. Finish shall conform to tests for adhesion, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.

C. Field protection must be provided by the Contractor at the job site so material is not exposed to weather and moisture.

D. If any strippable film coating is applied to any pre-finished panels or materials for protection during shipping, strippable film shall be removed prior to installation.

E. Forming: use continuous end rolling method. No end laps on panels. No "portable rollforming" machines will be permitted on this project; no installer-owned or installer-rented machines shall be permitted. It is the intent of the Architect to provide Factory-Manufactured soffit systems only for this project.

F. Trim: Trim shall be fabricated of the same material and finish to match the profiled sheeting and press broken in lengths of 10' – 12' feet. Trim shall be formed only by the manufacturer or their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting

G. Fasteners: Fasteners shall be 400 series stainless steel, dished washers stainless steel with bonded neoprene.

H. Zees: Where required by design of primary structural framing system, zees shall be used to span between beams and/or other joists. Thermally responsive base and top clips shall be fastened to the zees on 12" centers.

I. Insulation: See Section 07210 Building Insulation.

2.4 SEALANTS

A. Provide two-part polysulfide class B non-sag type for vertical and horizontal joints or

B. One part polysulfide not containing pitch or phenolic extenders or

C. Exterior grade silicone sealant recommended by roofing manufacturer or

D. One part non-sag, gun grade exterior type polyurethane recommended by the roofing manufacturer.

2.5 FABRICATION

A. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown, provide manufacturer's standard product fabrication

B. Fabricate components of the system in factory, ready for field assembly.

C. Fabricate components and assemble units to comply with fire performance requirements specified.

D. Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation

B. For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FASTENERS

A. Secure units to supports

B. Place fasteners as indicated in manufacturer's standards.

3.3 INSTALLATION

A. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing The erector must have at least five years successful experience with similar applications.

B. Install soffit panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight, complete and architecturally pleasing installation.

C. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.

D. Panels attached to any TREATED LUMBER MUST HAVE AN APPROPRIATE VAPOR BARRIER INSTALLED OVER THE TREATED LUMBER PRIOR TO INSTALLING ANY SOFFIT PANELS OR RELATED FLASHINGS. DO NOT ALLOW ANY METAL PRODUCTS TO COME INTO DIRECT CONTACT WITH TREATED LUMBER

3.4 DAMAGED MATERIAL

A. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner

END OF SECTION

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4. THE DIMENSIONS ARE REPRESENTATIVE OF MEASURED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDING CONTRACTOR(S) PRIOR TO BID.

5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE GOVERNED BY THE MOST STRINGENT REQUIREMENT OF THE TWO. THE ARCHITECT OF RECORD WILL MAKE THE SOLE DECISION AS TO THE MOST STRINGENT REQUIREMENT.

STATE OF FLORIDA · REGISTERED ARCHITECT

No.	Revision/Issue	Date

Firm Name and Address

15294 101 TER. JN. JUPITER FL
AA26001071
CGC1516228

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
GENERAL NOTES
SOFFITS & ACCESSORIES

Project: 15-002	Sheet: A2.1
Date: 10/12/2015	
Scale: As Noted	

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015

1. GENERAL STUCCO NOTES:
2. CHECK EXTERIOR SHEATHING FOR DAMAGE. REPLACE DAMAGED AS INDICATED ON THE DRAWINGS. APPLY NEW 4 PLY ½ EXTERIOR SHEATHING AND RE-NAIL ALL OF THE WALL SHEATHING WITH #8 RING SHANK NAILS 4" O.C. IN PERIMETER AND 8" O.C. IN THE FIELD.

3. REMOVE ALL WOOD TRIM PCS FROM AROUND THE EXISTING WINDOWS. APPLY FLASHINGS AND PEEL AND STICK MEMBRANE FLASHINGS AROUND WINDOW EDGES TO PREVENT FUTURE WATER INTRUSION. FILL ALL GROOVED AREAS FROM T 1-11 SIDING OUT TO A MINIMUM OF 1' AWAY FROM THE WINDOW UNITS WITH WOOD FILLER CAPABLE OF ADHERENCE TO THE PAINTED SIDING PRIOR TO ANY APPLICATION OF FLASHINGS. ALLOW THE FILLER TO DRY INTACT FLUSH WITH THE WOOD BEFORE PROCEEDING WITH OTHER APPLICATIONS.

4. APPLY TYVEK STUCCO WRAP PER MANUFACTURERS RECOMMENDATION. ATTACHMENT SHALL BE WITH CORROSION RESISTANT NAILS, SCREWS, OR STAPLES. ATTACH A SECOND LAYER OF TYVEK BUILDING WRAP OVER THE STUCCO WRAP PER THE DETAIL.

5. ATTACH 3.4# WIRE LATH WITHOUT FELT PAPER BACKING FOR STUCCO WITH STAINLESS SCREWS PER THE DETAILS IN THE DRAWINGS. ATTACH THE LATH TO STRUCTURAL MEMBERS (STUDS) AS INDICATED ON THE DRAWINGS.

6. APPLY THREE COAT PLASTER STUCCO PER DETAILS A/A6. FINISH COAT SHALL RESEMBLE EXISTING FINISH LOWER LEVEL ON EACH BUILDING. SUBMIT MATERIAL AND APPLICATION INFORMATION PER REQUIREMENTS.

7. REMOVE ALL ATTACHMENTS TO THE BUILDINGS SUCH AS SIGNS, LIGHTS, ETC. AND TURN OVER TO PSL PROJECT MANAGER. DO NOT DAMAGE DURING REMOVAL. REINSTALL OF SIGNS WILL BE BY PSL. ALL OTHER ITEMS SHALL BE REINSTALLED TO MOUNTING DEVICES BY THIS CONTRACTOR.

8. REMOVE AND REINSTALL ALL ACCESSORY DEVICES INSTALLED OR ATTACHED TO THE WALL SURFACES SUCH AS TELEPHONE CABLE, LIGHTING, ETC. DO NOT DAMAGE OR DESTROY CABLES. IF CABLES OR ATTACHMENTS CANNOT BE MOVED ADEQUATELY TO ALLOW STUCCO INSTALLATION, CONTACT THE ONSITE OWNER'S REPRESENTATIVE FOR INSTRUCTION. PROVIDE EXTENSION BOXES FOR ALL ELECTRICAL DEVICES ATTACHED TO THE EXTERIOR. PROVIDE "SAFE OFF" OF ALL ELECTRICAL SYSTEMS THAT MAY BE A HAZARD TO WORKING AROUND THESE FIXTURES. PROVIDE PROOF OF "SAFE OFF" TO PSL PROJECT MANAGER.

9. PAINT ALL OF THE BUILDING EXTERIOR WITH THE FOLLOWING SHERWIN WILLIAMS (COLOR WHEEL) PAINT THAT IS NOT GETTING NEW STUCCO.

10. PREP AND PAINT ALL EXISTING EXTERIOR SIDES OF ALL DOORS, WALLS, TRIM WITH (1)COAT CONDITIONER (1)COAT OF ACRYLIC PAINT.

10.1. WALL COLOR: COLOR WHEEL (CL2830)

10.2. TRIM COLOR: COLOR WHEEL (2681W)

10.3. DOOR COLOR: COLOR WHEEL (8826N)

10.4. CALK ALL AREAS THAT REQUIRE CALKING PRIOR TO APPLICATION OF EXTERIOR PAINT OR COATINGS.

10.5. PROTECT AND CLEAN ALL EXTERIOR METALS AND WINDOWS FROM PAINT. COVER ALL CONCRETE WALKING SURFACES TO PROTECT FROM PAINT SPLATTERS.

11. CONTRACTOR SHALL ENSURE ALL FINISHED SURFACES ARE PROTECTED FROM OTHER TRADES WORK. THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPLACEMENT OF FINISHED WORK DUE TO NEGLIGENCE IN ALLOWING DAMAGE BY OTHER TRADES.

12. USE SHERWIN WILLIAMS (COLOR WHEEL) ELASTOMERIC COATING AND PAINT FOR NEW STUCCO APPLICATIONS AS INDICATED IN THE SPECIFICATION. MATCH COLOR OF COATINGS TO PAINTS.

12.1. WALL COLOR: COLOR WHEEL (CL2830)

12.2. TRIM COLOR: COLOR WHEEL (2681W)

12.3. DOOR COLOR: COLOR WHEEL (8826N)

12.4. CALK ALL AREAS THAT REQUIRE CALKING PRIOR TO APPLICATION OF EXTERIOR PAINT OR COATINGS.

12.5. NEW STUCCO WORK ON THE EXTERIOR AND AROUND WINDOWS SHALL BE SEALED WITH A MINIMUM 16 MIL ELASTOMERIC COATING (COLOR TO MATCH TOP COAT) AND A TOP COAT OF ACRYLIC PAINT. SAME AS SPECIFIED. NO EXCEPTIONS. CURING TIMES FOR STUCCO SHALL BE PER MANUFACTURERS WARRANTY PRIOR TO APPLICATION OF PAINTS AND COATINGS.

13. PROTECT AND CLEAN ALL EXTERIOR METALS AND WINDOWS FROM PAINT. COVER ALL CONCRETE WALKING SURFACES TO PROTECT FROM PAINT SPLATTERS.

09 90 00-1

SECTION 09 90 00 – Painting and Coating
INTERIOR, EXTERIOR AND INDUSTRIAL PAINTS AND COATINGS

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** This section is based on the products of Sherwin-Williams, which is located at:
101 Prospect Ave.
Cleveland, OH 44115
Toll Free Tel: 800-524-5979
Tel: 216-566-2000
Fax: 440-826-1989

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Exterior paint and coatings systems including surface preparation.

1.2 REFERENCES

1. SSPC-SP 1 – Solvent Cleaning.
2. SSPC-SP 2 – Hand Tool Cleaning.
3. SSPC-SP 3 – Power Tool Cleaning.
4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
8. SSPC-SP11 Power Tool Cleaning to Bare Metal.
9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
10. SSPC-SP 13 / NACE No 6 Surface Preparation for Concrete.

B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406) VOCs may vary by base and sheen

C. South Coast Air Quality Management District (SCAQMD) Rule 1113 – Architectural Coatings.

D. Green Seal, Inc:
1. GS-11 Standard for Paints and Coatings(1st Edition, May 20,1993)
2. GC-03 – Environmental Criteria for Anti-Corrosive Paints.

E. United States Green Building Council (USGBC): LEED-09 NC/CI/CS.

1.3 SUBMITTALS

A. Submit the following to the Architect of Record for review prior to use.

B. Product Data: For each paint system indicated, including:
1. Product characteristics.
2. Surface preparation instructions and recommendations.
3. Primer requirements and finish specification.
4. Storage and handling requirements and recommendations.
5. Application methods.
6. Cautions for storage, handling and installation.

Selection Samples: Follow the colors indicated.

C. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen

D. Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated

D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Finish surfaces for verification of products, colors and sheens.
2. Finish area designated by Architect.
3. Provide samples that designate primer and finish coats.
4. Do not proceed with remaining work until the Architect approves the mock-up.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
1. Product name, and type (description).
2. Application and use instructions.
3. Surface preparation.
4. VOC content.
5. Environmental handling.
6. Batch date.
7. Color number.

B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave; Cleveland, OH 44115; Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989.

B. Requests for substitutions will be considered upon submittal of a request to the Architect of Record along with the material data sheets and recommendations from the supplier to meet or exceed the performance of the basis of design product. This does not mean there will be an automatic substitution of materials. It will be at the sole discretion of the Architect of Record with the intent of design for this project.

2.2 APPLICATIONS/SCOPE

A. Exterior Paints and Coatings:
1. Concrete: Cementitious siding, fiberboard, transite, and shingles (non-roof)
2. Masonry: Concrete masonry units, cinder or concrete block, stucco.
3. Metal: Aluminum, galvanized steel.
4. Metal: Miscellaneous iron, ornamental iron, ferrous metal.
5. Wood: Siding, trim, shutters, sash, and miscellaneous hardboard.
6. Architectural PVC, plastic, fiberglass.
7. Drywall: Gypsum board, and exterior drywall.

2.3 PAINT MATERIALS – GENERAL

A. Paints and Coatings.
1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.

B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

D. Color: Refer to Finish Schedule for paint colors, and as selected.

2.4 EXTERIOR PAINT SYSTEMS
1. STUCCO, CEMENT STUCCO Elastomeric System
a. Flat Finish:
1) 1st Coat: S-W Loxon BlockSurfacer, A24W200 (60-100 sq ft/gal)
2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, A5-400 Series
3) 3rd Coat: S-W ConFlex XL Elastomeric High Build Coating, A5-400 Series (6 mils wet, 7.5 mils dry per coat)
4) 3rd Coat in lieu of Conflex XL may be SW Resilience Latex Flat, K43 Series (4 mils wet, 1.6 mils dry per coat)

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared, notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding

B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered

3.2 PREPARATION

A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
1. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry a minimum of 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
2. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved
3. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.

B. Stucco. Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9, unless the products are designed to be used in high pH environments such as Loxon. Mandatory testing by Sherwin Williams representative for pH levels prior to starting applications on new stucco.

3.3 INSTALLATION

A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.

B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.

C. Apply coatings using methods recommended by manufacturer.

D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.

F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.

G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

3.4 PROTECTION

A. Protect finished coatings from damage until completion of project.

B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION

General Notes

1. THIS SET OF DOCUMENTS REPRESENTS THE INTENDED SCOPE OF WORK FOR THE RENOVATIONS AND MODIFICATIONS TO FACILITIES AT THE PARK LOCATIONS INDICATED ON THE DOCUMENTS.

2. SITE VISITS AND CONFIRMATION OF QUANTITIES FOR THE SCOPE OF WORK IS MANDATORY FOR ALL CONTRACTORS PROVIDING A BID TO THE CITY OF PORT ST. LUCIE. NO ADDITIONAL COMPENSATION WILL BE AWARDED TO ANY CONTRACTOR FOR FAILURE TO VERIFY THE AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE PROJECT.

3. ALL WORK IS TO BE COMPLETED AS AN ASSEMBLY RELATIVE TO THE SCOPE OF WORK PERFORMED. THE SPECIFICATIONS INCLUDED WITH THESE DOCUMENTS ARE INTENDED TO REPRESENT THE MINIMUM REQUIREMENTS FOR COMPLIANCE. FAILURE TO PROVIDE THE MINIMUM REQUIREMENTS AS SPECIFIED WILL RESULT IN NON PAYMENT FOR WORK PERFORMED UNTIL SUCH TIME THE MINIMUM REQUIREMENTS HAVE BEEN ACHIEVED.

4. THE DIMENSIONS ARE REPRESENTATIVE OF MEASURED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDING CONTRACTOR(S) PRIOR TO BID.

5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE GOVERNED BY THE MOST STRINGENT REQUIREMENT OF THE TWO. THE ARCHITECT OF RECORD WILL MAKE THE SOLE DECISION AS TO THE MOST STRINGENT REQUIREMENT.

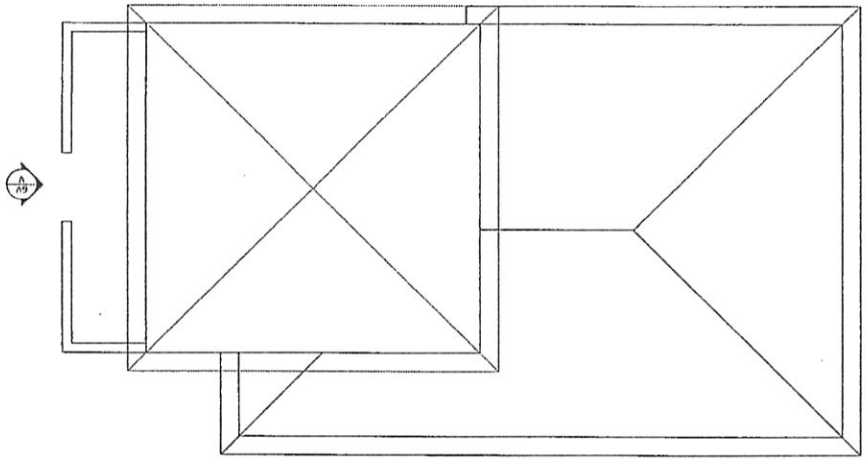
STATE OF FLORIDA · REGISTERED ARCHITECT · AR91818

No.	Revision/Issue	Date

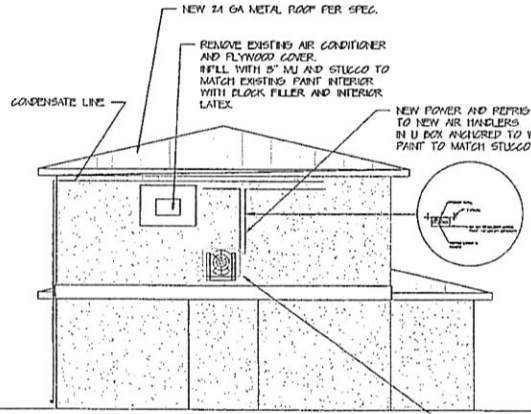
Firm Name and Address
15294 101 TER. N., JUPITER FL
AA26001071
CGC1516228

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
GENERAL NOTES
PAINT & STUCCO

Project	Sheet
15-002	A2.2
Date: 10/12/2015	
Scale: As Noted	



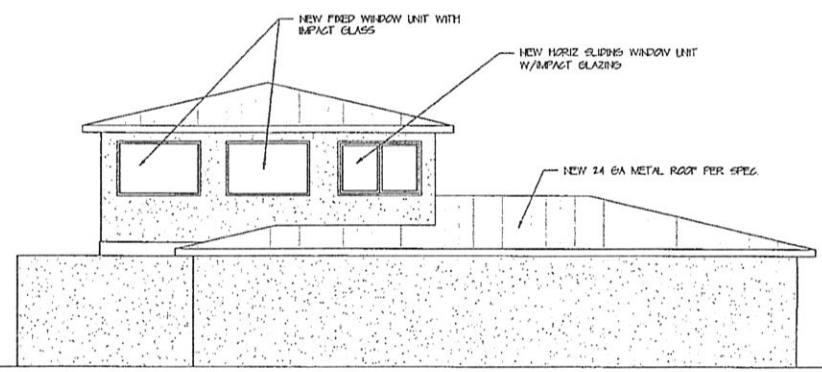
ROOF WIND LOAD PRESSURES
PER ASCE 7-10
- ZONE E -48.8
- ZONE F -55.0
- ZONE G -34.0
- ZONE H -25.0



A / A9 SPORTSMANS PARK WEST BUILDING ELEVATIONS
1/4" = 1'-0"

PREPARE ALL AREAS OF THE EXTERIOR FOR NEW PAINT. PRESSURE CLEAN, NEW CALKING, PATCH EXISTING STUCCO, PROTECT ALL AREAS FROM OVERSPRAY OR DRIPPING PAINT. REMOVE AND REPLACE HARDWARE TO PAINT. PROTECT ALL RESTROOM SIGNS BY REMOVAL AND REINSTALL TO THE PROPER ELEVATION PER FDG AND 2010 ADA STANDARD. DO NOT DISPOSE OF EMPTY CONTAINERS IN CITY RECEPTACLES OR DUMPSTERS. REMOVE ALL DEBRI AND HAZARDOUS MATERIALS FROM THE SITE AND DISPOSE OF PROPERLY.

WALL MOUNTED STAINLESS STEEL FRAME FOR CONDENSING UNIT. PROVIDE SHOP DRAWINGS FOR FABRICATION. ANCHORAGE TO MASONRY SHALL BE WITH A MIN OF 4-3/8" STAINLESS BOLTS THROUGH THE WALL WITH A 4" SQUARE SS. WASHER ON THE INSIDE WALL WITH LOCKNUTS.



B / A9 SPORTSMANS PARK WEST BUILDING ELEVATIONS
1/4" = 1'-0"

DETAILS OF ALL OPENINGS ARE EXCLUDED FROM THE ELEVATIONS. ONLY OPENINGS THAT ARE BEING MODIFIED ARE SHOWN. VISIT THE SITE FOR SPECIFIC DETAIL NOT SHOWN ON THE DRAWINGS AND TO DETERMINE THE EXTENT OF PATCHWORK AND REPAIR PRIOR TO PAINTING.

General Notes

NOTES:

1. FIELD VERIFY ALL DIMENSIONS. THIS IS TYPICAL ON ALL DRAWING SHEETS.
2. STUCCO REPAIR SHALL BE PERFORMED BY CRAFTSPERSON SKILLED IN THE TRADE.
3. REPAIRS AND PATCHES SHALL CONFORM TO ASTM C 514 AND ASTM C 926 AS APPLICABLE.

STATE OF FLORIDA
ARCHITECTURE LICENSED
AR91610
ARCHITECTURE LICENSED

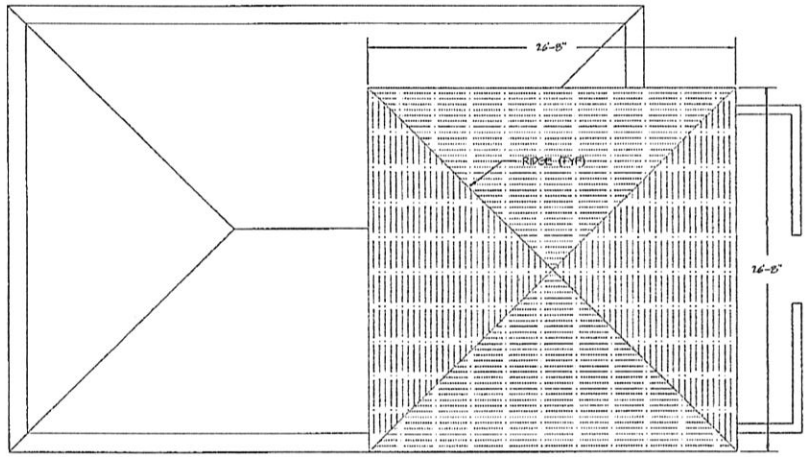
No.	Revision/Issue	Date

Firm Name and Address
ABC ARCHITECTS
15294 101 TER .1N, JUPITER FL
AA26001071
CGC1516228

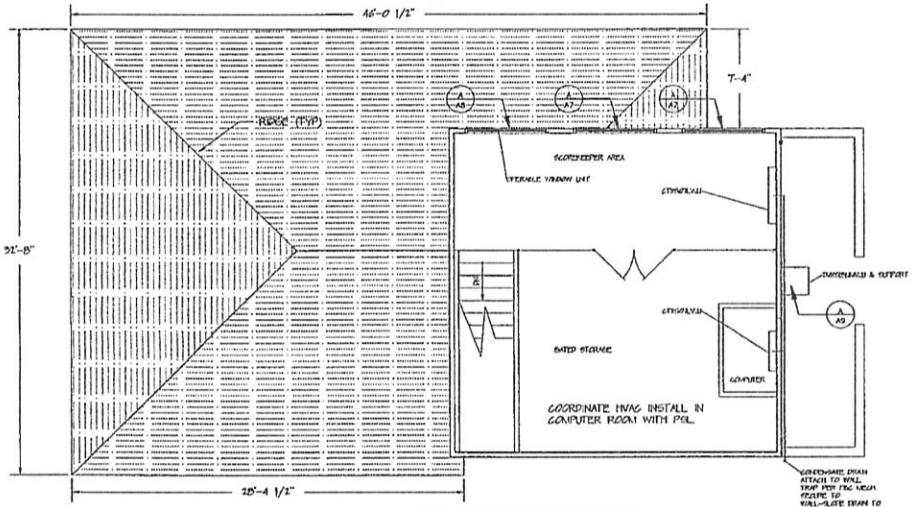
Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF FORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
SPORTSMANS PARK
EAST SIDE-EXTERIOR-PAINT PLUS
ONE ROW REPLACEMENT
& HVAC REPLACEMENT

Project	Sheet
15-002	A9
Date 10/12/2015	
Scale As Noted	

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



A / A10 UPPER ROOF SPORTSMANS PARK 1/4" = 1'-0"



A / A10 LOWER ROOF SPORTSMANS PARK 1/4" = 1'-0"

BUILDING SPECIFIC NOTES:

1. SEE ROOFING SPEC SHEET FOR SPECIFICS A14 & A15.
2. SEE STUCCO SPEC SHEET FOR SPECIFICS A17 & A18.
2. REMOVE AND REINSTALL ALL GUTTER SYSTEMS ALONG THE ROOF EDGE. CALK AND PAINT THE FACIA (COLOR TO MATCH EXISTING) PRIOR TO INSTALLING FLASHINGS AND REINSTALLING GUTTER SYSTEM.
3. REPLACE ANY ROTTED OR DAMAGED FACIA MATERIAL WITH NEW MATERIALS. PRIME AND PAINT ONE COAT PRIMER-2 COATS OF PAINT MINIMUM.
4. PRESSURE WASH ALL EXTERIOR SURFACES SUCH AS SOFFITS, STUCCO, ETC.
5. REPAIR SOFFITS IF DAMAGED WITH SIMILAR MATERIALS AND REPAIR ALL STUCCO AREAS WITH CRACKS OR CHIPS PRIOR TO PAINTING PREP. CALK ALL AREAS ADJOINING STUCCO TO OTHER SURFACES WITH A SILICONE BASED PAINTABLE CALK.
6. PAINT THE ENTIRE BUILDING EXTERIOR WITH THE FOLLOWING SHERWIN WILLIAMS (COLOR WHEEL) PAINT.

- PREP AND PAINT ALL EXISTING PAINTED SIDES OF ALL DOORS, WALLS, TRIM WITH (1)COAT CONDITIONER (1)COAT OF ACRYLIC PAINT.
- NEW STUCCO WORK ON THE EXTERIOR AND AROUND WINDOWS SHALL BE SEALED WITH A MINIMUM 14 MIL ELASTOMERIC COATING AND A TOP COAT OF ACRYLIC PAINT. NO EXCEPTIONS.
- WALL COLOR: COLOR WHEEL (OL2830)
- TRIM COLOR: COLOR WHEEL (SW0W)
- DOOR COLOR: COLOR WHEEL (SW2AN)
- CALK ALL AREAS THAT REQUIRE CALKING PRIOR TO APPLICATION OF EXTERIOR PAINT OR COATINGS.
- PROTECT AND CLEAN ALL EXTERIOR METALS AND WINDOWS FROM PAINT. COVER ALL CONCRETE WALKING SURFACES TO PROTECT FROM PAINT SPLATTERS.

6. REMOVE THE "THROUGH THE WALL AIR CONDITIONING UNIT" AND PLYWOOD COVER FOR OPENING. FILL IN OPENING WITH 8" MASONRY UNITS TO MATCH EXISTING. STUCCO TO MATCH EXISTING AND PAINT PER INSTRUCTION FOR NEW STUCCO. PAINT INTERIOR WITH BLOCK FILLER AND LATEX PAINT TO MATCH INTERIOR FINISH.

7. REPLACE WALL UNIT WITH A HVAC MINI-SPLIT SYSTEM THAT WILL HAVE TWO INTERIOR UNITS AS LISTED BELOW:
   (1) DAIKIN NXS SERIES HIGH EFFICIENCY
   OUTDOOR 2NXS18NMVJU 18,000 TO 21,000 BTU
   (2) DAIKIN INDOOR WALL MOUNTED UNITS MODEL CTXS07LVJU
   PROVIDE ALL ACCESSORIES WITH WALL MOUNTED THERMOSTATS
   FOR EACH UNIT. ONE IN SCOREKEEPERS AREA AND ONE INSIDE THE COMPUTER ROOM.

SUBMIT SHOP DRAWINGS FOR INSTALLATION. THE CONTRACTOR IS REQUIRED TO PROVIDE COOLING LOAD CALCULATIONS FOR THE SPACE INDICATED WITH THE APPLICATION FOR PERMIT. ANY SUBSTITUTIONS FOR EQUIPMENT IS REQUIRED TO BE APPROVED BY THE ARCHITECT OF RECORD.

ALTERNATES TO THIS SYSTEM SHALL BE EQUIVALENT IN EFFICIENCY AND NOISE LEVELS. ACCEPTABLE OPTIONS ARE MITSUBISHI ONLY.

General Notes

ROOF PLAN NOTES

1. FIELD VERIFY ALL DIMENSIONS
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BEGINS THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST.
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST.
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM LEVEL OF DETAIL TO BE APPLIED TO THE CONSTRUCTION. THE DAYS OF DESIGN IS CURRENT ROOFING A-RIS DETAILS REPRESENT SIMILAR SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURERS RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR 150 MPH VELOCITY HURRICANE ZONES
5. WIND LOAD REQUIREMENTS ARE: RISK CATEGORY II 150 MPH & SEE EXPOSURE D
6. PROVIDE DETAILS FOR RE-ATTACHMENT OF LIGHTING EQUIPMENT AND ANY OTHER EQUIPMENT MOUNTED TO THE EXISTING ROOF PRIOR TO RE-INSTALLATION
7. USE OF S-5! CLIPS FOR HOLDING EQUIPMENT, ETC ABOVE THE ROOF SYSTEM IS REQUIRED FOR ALL ITEMS.

STATE OF FLORIDA
LICENSED ARCHITECT
AR18818

No.	Revision/Issue	Date

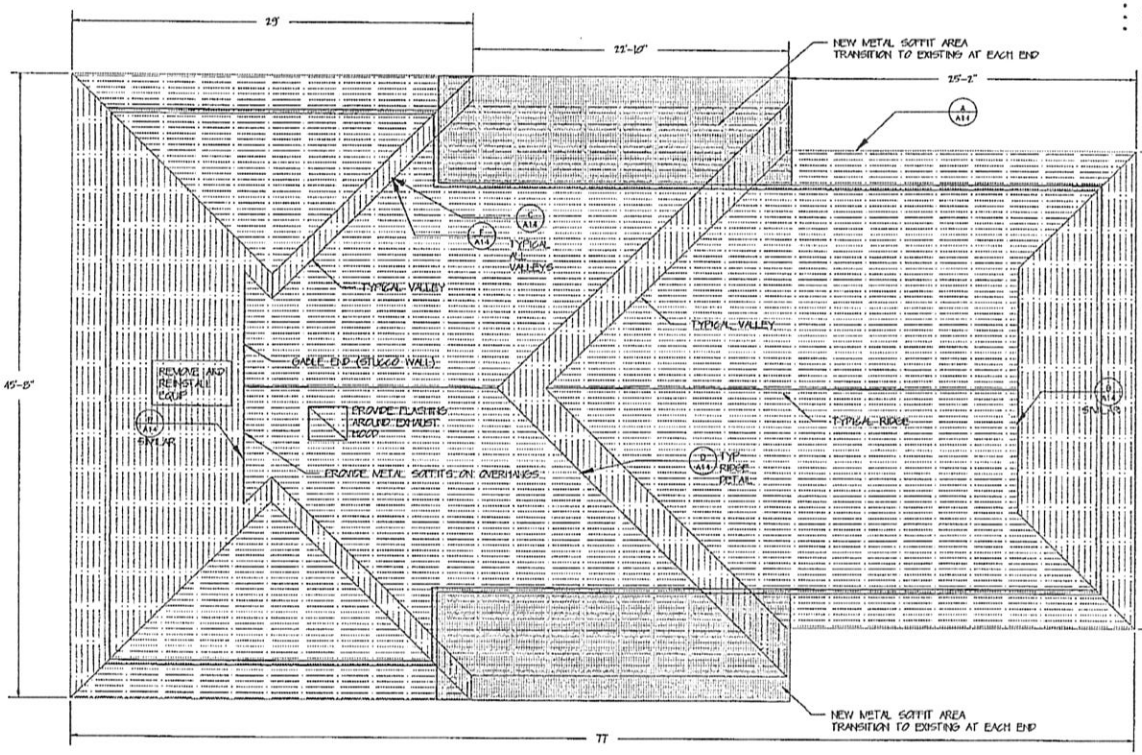
Firm Name and Address
15294 101 TER. JN. JUPITER FL
AA26001071
CGC1516228

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
SPORTSMANS PARK
EAST SCOREKEEPER-MAINT BLDG
ROOF & HVAC

Project	Sheet
15-002	A10
Date 10/12/2015	
Scale As Noted	

REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING. REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTNING DEVICES WITH S-5 TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING.

ROOF WIND LOAD PRESSURES:
PER ASCE 7-10
- ZONE E -48.8
- ZONE F -53.0
- ZONE G -34.0
- ZONE H -75.0



A
A11

ROOF PLAN SPORTSMANS PARK
CONCESSION & PRESS BOX

$\frac{1}{4}$" = 1'-0"

General Notes

ROOF PLAN NOTES:

1. FIELD VERIFY ALL DIMENSIONS
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BIDDING THE WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST.
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONVENTION THE BASIS OF DESIGN IS EMBLEMT ROOFING S-1000. DETAILS REPRESENT SAMPLE SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURERS RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS AND ACCESSORIES SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES
5. WIND LOAD REQUIREMENTS ARE: RISK CATEGORY II 115 MPH 3 SEC EXPOSURE D
6. REFER TO MANUFACTURER'S DETAILS FOR SPECIFIC TRANSITIONS OF ROOF SLOPES AND VALLEYS RELATIVE TO MANUFACTURERS WARRANTY.

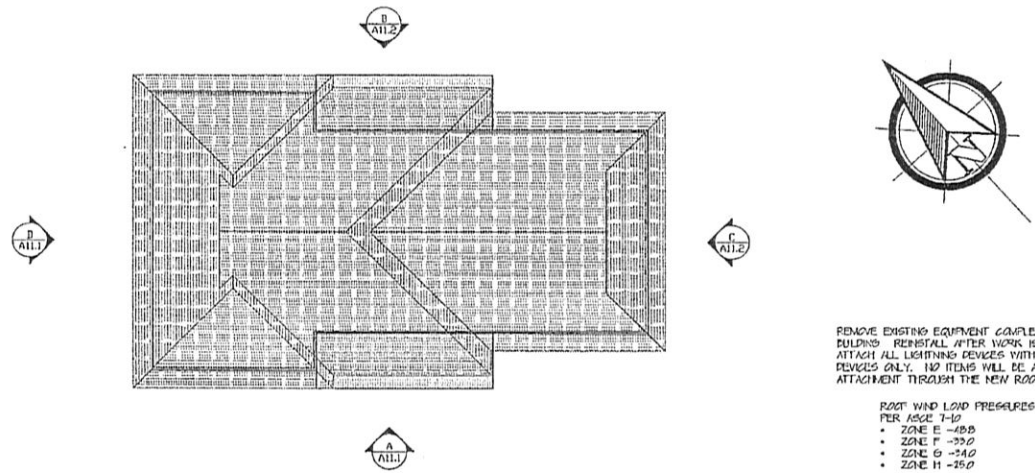
STATE OF FLORIDA
AR91819
REGISTERED ARCHITECT

No.	Revision/Issue	Date

Firm Name and Address
15294 101 TER. SE, JUPITER FL
AA26001071
CGC1516228

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
SPORTSMANS PARK
EAST CONCESSION BLDG
ROOF PLAN

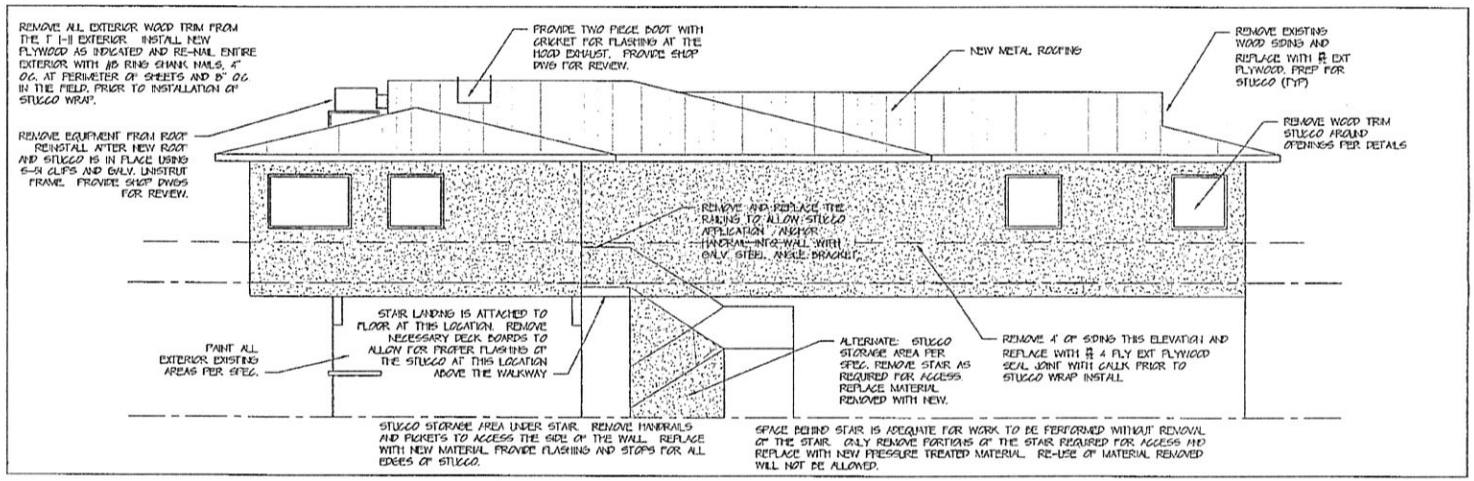
Project	Sheet
15-002	A11
Date: 10/12/2015	
Scale: As Noted	



REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING. REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTNING DEVICES WITH S-5 TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING.

ROOT WIND LOAD PRESSURES:
PER ASCE 7-10
- ZONE E -48.8
- ZONE F -33.0
- ZONE G -31.0
- ZONE H -25.0

A / A11.1 SPORTSMANS PARK EAST CONCESSION BLDG
1/8" = 1'-0"



A / A11.1 SPORTSMANS PARK EAST CONCESSION BLDG
¼" = 1'-0"

General Notes

ROOF PLAN NOTES:

1. FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS ON THESE DRAWINGS REPRESENT INTERPRETATION OF SIZES. VERIFY ALL DIMENSIONS FOR MATERIALS AND APPLICATIONS SPECIFIED.
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BEGIN THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST.
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST.
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONDITION. THE BASIS OF DESIGN IS EVERLASTING ROOFING S-1000. DETAILS REPRESENT SAILOR SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER'S RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS AND ACCESSORIES SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES.
5. WIND LOAD REQUIREMENTS ARE: ROOF CATEGORY II. PER MFR'S SPEC EXPOSURE D
6. REFER TO MANUFACTURER'S DETAILS FOR SPECIAL TRANSITIONS OF ROOF SLOPES AND VALLEYS RELATIVE TO MANUFACTURERS WARRANTY.

STATE OF FLORIDA
AR95819
REGISTERED ARCHITECT

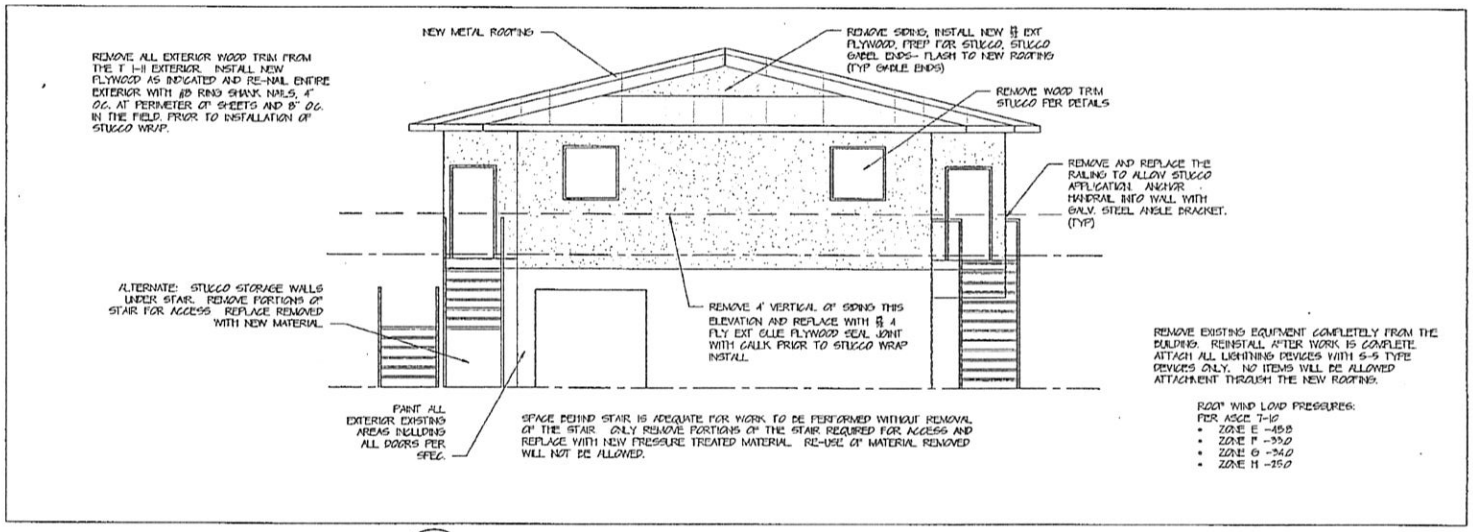
No.	Revision/Issue	Date

Firm Name and Address
15294 101 TER. JN. JUPITER FL
AA26001071
COC1516228

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
SPORTSMANS PARK
EAST CONCESSION BLDG
ROOF PLAN-ELEVATION

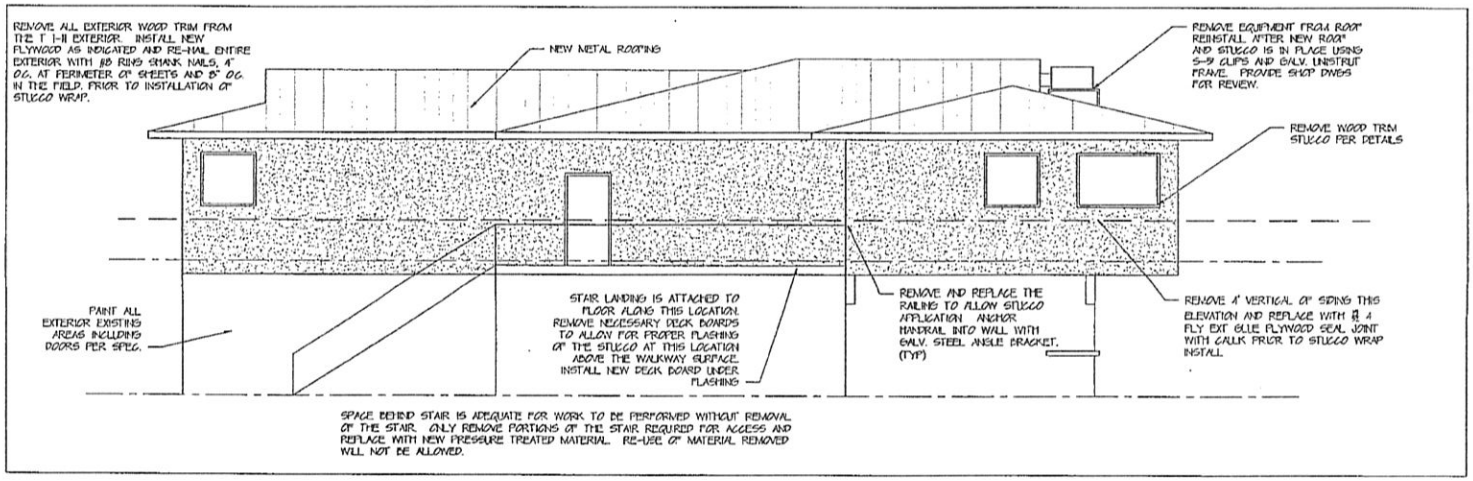
Project	Sheet
15-002	A11.1
Date: 10/12/2015	
Scale: As Noted	

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



C / A11.2 SPORTSMANS PARK EAST CONCESSION BLDG

1/4" = 1'-0"



B / A11.2 SPORTSMANS PARK EAST CONCESSION BLDG

1/4" = 1'-0"

General Notes

ROOF PLAN NOTES:

1. FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS ON THESE DRAWINGS REPRESENT APPROXIMATION OF SIZES. VERIFY ALL DIMENSIONS FOR MATERIALS AND APPLICATIONS SPECIFIED.
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BEGIN THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST.
3. DIMENSIONS GIVEN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST.
4. ROOF DETAILS ARE REPRESENTATIVE OF A NORMAL AMOUNT OF DETAIL TO BE APPLIED TO THE CONDITION. THE BASIS OF DESIGN IS EXCLUSIVE ROOFING S-5000 DETAILS REPRESENT SIMILAR SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURERS RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS AND ACCESSORIES SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES.
5. WIND LOAD REQUIREMENTS ARE: RISK CATEGORY II 115 MPH 3 SEC EXPOSURE D
6. REFER TO MANUFACTURER'S DETAILS FOR SPECIFIC TRANSITIONS OF ROOF SLOPES AND VALLEYS RELATIVE TO MANUFACTURER'S WARRANTY.

STATE OF FLORIDA
ARCHITECT
AR18519
LICENSED ARCHITECT

No.	Revision/Issue	Date

Firm Name and Address

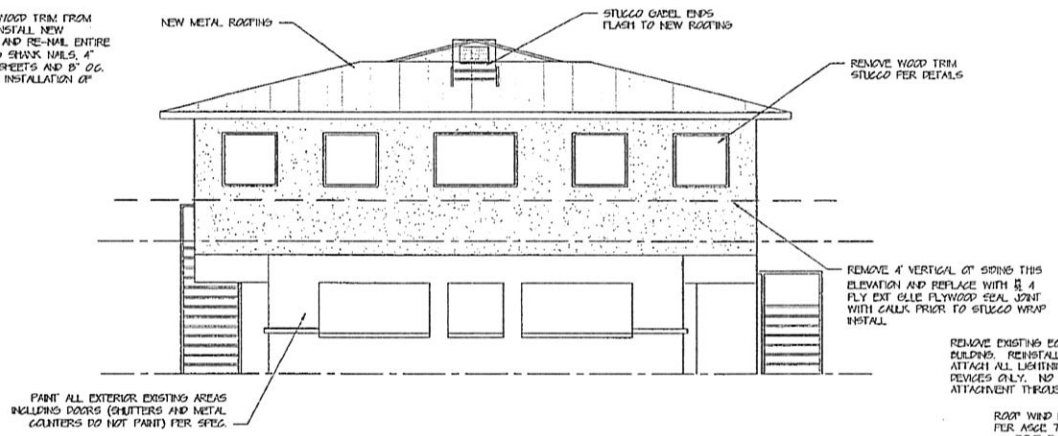
15294 101 TER .IN. JUPITER FL
AA26001071
CGC1516226

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
SPORTSMANS PARK
EAST CONCESSION BLDG
BLDG ELEVATION

Project	Sheet
15-002	A11.2
Date: 10/12/2015	
Scale: As Noted	

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING. REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTNING DEVICES WITH S-5 TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING.

ROOF WIND LOAD PRESSURES:
PER ASCE 7-10
- ZONE E -48.8
- ZONE F -55.0
- ZONE G -34.0
- ZONE H -15.0

D / A11.3 SPORTSMANS PARK EAST CONCESSION BLDG

1/4" = 1'-0"

BUILDING SPECIFIC NOTES:

1. REMOVE HVAC EQUIPMENT AT GABLE END. REPLACE SIDING WITH NEW ½ PLYWOOD PER SPEC. STUCCO GABLE WITH FLASHINGS FOR NEW METAL ROOFING. APPLY COATINGS TO STUCCO PRIOR TO ROOFING APPLICATION. APPLY FINISH PAINT COAT PRIOR TO INSTALLING THE HVAC EQUIPMENT ON THE ROOF (TYPICAL AT ALL GABEL ENDS)

2. PROVIDE AND INSTALL A GALV. UNISTRUT FRAME FOR SUPPORT AND ANCHORAGE OF THE EQUIPMENT ON THE ROOF. AS NOTED, PROVIDE S-5! TYPE ATTACHMENTS FOR ALL ACCESSORIES ATTACHED TO THE ROOF. PROVIDE SUBMITTAL DATA FOR ARCHITECT'S REVIEW OF ALL DETAILING AND CERTIFICATIONS FOR WIND LOAD REQUIREMENTS.

3. PROVIDE A SAFE AND CLEAN WORK SITE. PROTECT ALL AREAS FROM PEDESTRIAN ACCESS DURING THE ENTIRE TIME WORK IS BEING PERFORMED. PROVIDE SAFETY EQUIPMENT FOR WORKERS IN COMPLIANCE WITH STATE AND FEDERAL LAW. PROVIDE SCAFFOLDING WITH GUARD RAILS, ETC. FOR A SAFE WORK ENVIRONMENT.

4. USE ONLY SKILLED CRAFT PERSONS FOR WORK BEING PERFORMED ON THIS PROJECT.

5. COMPLIANCE WITH ALL STATE AND FEDERAL LAWS IS REQUIRED.

6. EQUIPMENT REMOVED FROM THE ROOF WILL BE STORED IN A SECURE LOCATION. COORDINATE WITH THE PSL PROJECT MANAGER FOR LOCATION. CONTRACTOR WILL MOVE TO SECURE LOCATION AND RETRIEVE UPON INSTALLATION.

7. PROVIDE (1) UNISEX HANDICAPPED PORTALET AND (1) UNISEX PORTALET FOR THE DURATION OF TIME THAT THE BUILDING(S) WILL BE REMOVED FROM ACCESS BY PEDESTRIAN PARK USERS. SERVICE SHALL BE TUESDAY AND THURSDAY DURING THE WEEK, SATURDAY AND SUNDAY SERVICE BEFORE 8:00 AM. FAILURE TO PROVIDE AND MAINTAIN THIS SCHEDULE WILL BE GROUNDS FOR THE CITY TO TAKE OVER THIS TASK AND BACK CHARGE THE CONTRACT FOR ALL COSTS INCURRED

General Notes

ROOF PLAN NOTES:

1. FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS ON THESE DRAWINGS REPRESENT INTERPRETATION OF SIZES. VERIFY ALL DIMENSIONS FOR MATERIALS AND APPLICATIONS SPECIFIED.

2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BIDDING THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST.

3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST.

4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONTRACTOR. THE BASIS OF DESIGN IS EXCELLENT ROOFING S-1000. DETAILS REPRESENT SIMILAR SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER'S RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS AND ACCESSORIES SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES.

5. WIND LOAD REQUIREMENTS ARE: RISK CATEGORY II 55 MPH 3 SEC EXPOSURE D

6. REFER TO MANUFACTURER'S DETAILS FOR SPECIFIC TRANSITIONS OF ROOF SLOPES AND VALLEYS RELATIVE TO MANUFACTURER'S WARRANTY.

STATE OF FLORIDA
AR98616

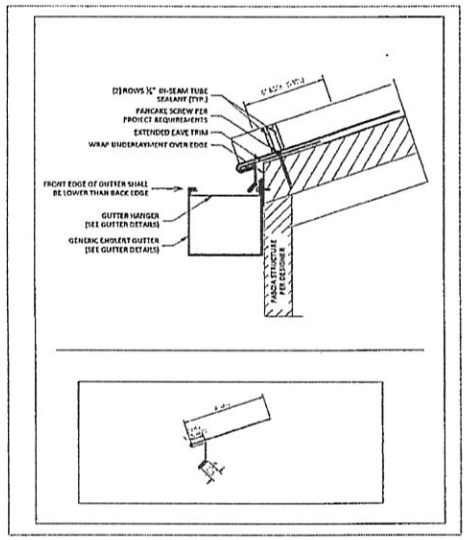
No.	Revision/Issue	Date

Firm Name and Address
15294 101 TER .IN. JUPITER FL
AA26031071
CGC1516228

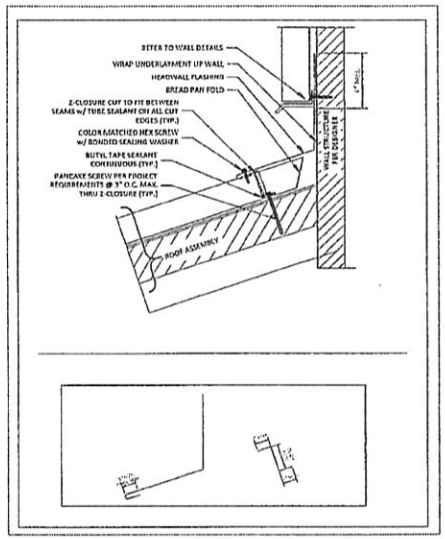
Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
SPORTSMANS PARK
EAST CONCESSION BLDG
BLDG ELEVATION & NOTES

Project	Sheet
15-002	A11.3
Date: 10/12/2015	
Scale: As Noted	

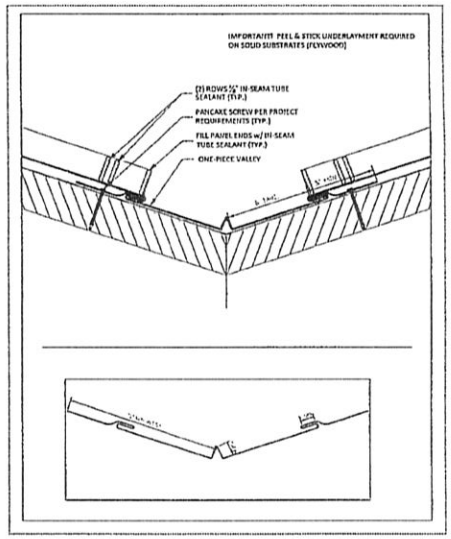
PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



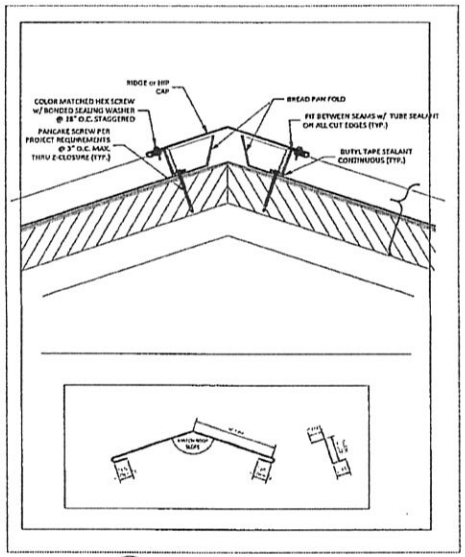
A/A14 ROOF EDGE DETAIL WITH FLASHING
SCALE 3" = 1'-0"



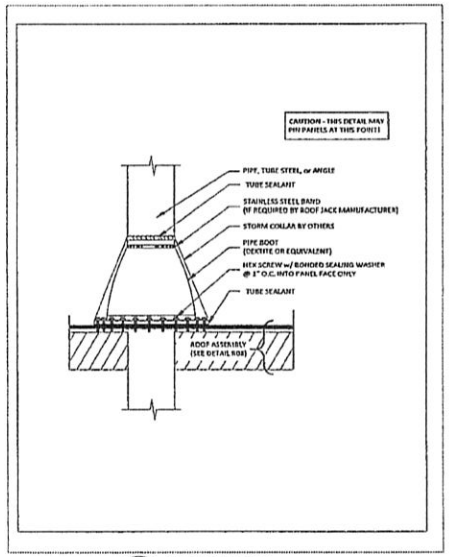
D/A14 HEAD WALL FLASHING AT STUCCO
SCALE 3" = 1'-0"



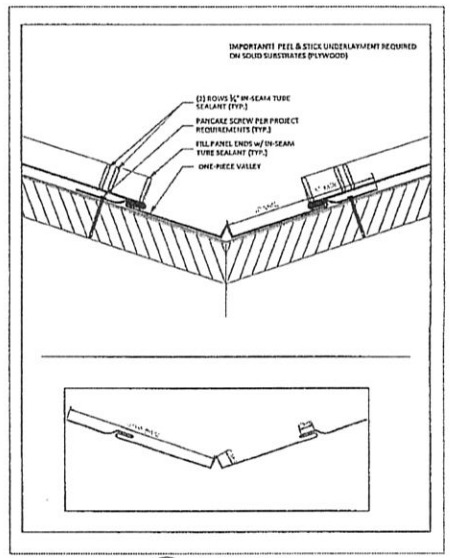
G/A14 VALLEY DETAIL
SCALE 3" = 1'-0"



D/A14 ROOF RIDGE CAP
SCALE 3" = 1'-0"



E/A14 PIPE BOOT TYPICAL
SCALE 3" = 1'-0"



F/A14 VALLEY FLASHING
SCALE 3" = 1'-0"

General Notes

No.	Revision/Issue	Date

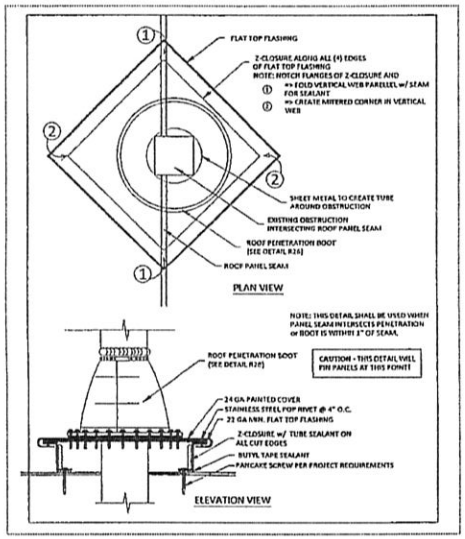
Firm Name and Address
15254 NW TEN RD. JUPITER FL
MSA00071
CERTIFICATE

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

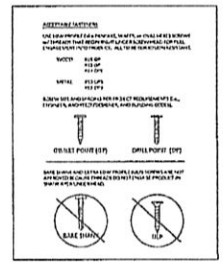
ROOFING DETAILS (1)

Project P5-001
Date 10/12/2015
Scale As Noted
Sheet A14

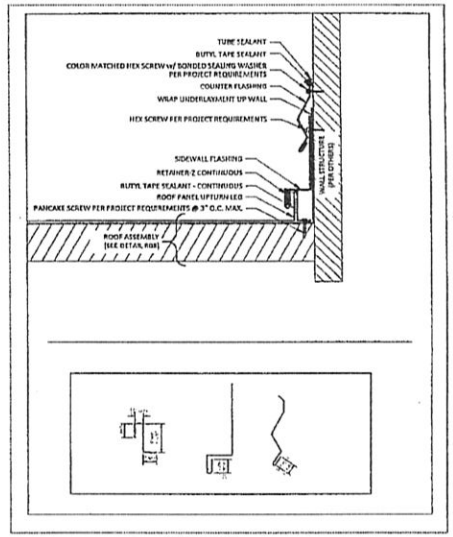
PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



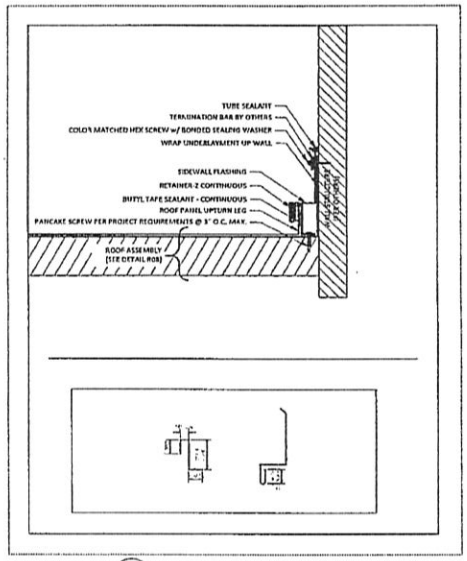
A / A15 ROOF BOOT WITH OBSTRUCTION
SCALE 3" = 1'-0"



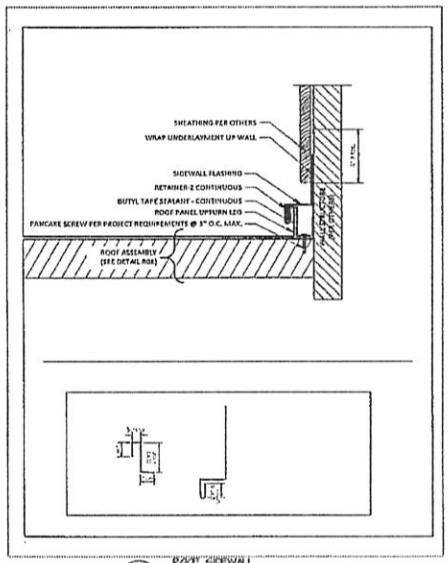
D / A15 SIDE WALL FLASHING AT STUCCO
SCALE 6" = 1'-0"



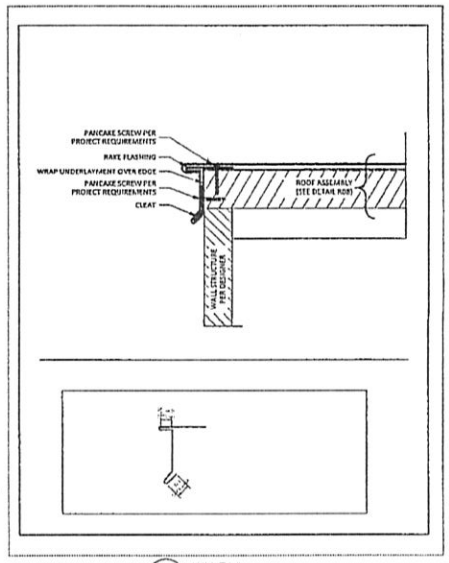
G / A15 ROOF SIDEWALL COUNTER FLASHING W/ SEALANT
SCALE 3" = 1'-0"



D / A15 TERMINATION BAR
SCALE 3" = 1'-0"



E / A15 ROOF SIDEWALL STUCCO
SCALE 3" = 1'-0"



F / A15 HEM PANEL
SCALE 3" = 1'-0"

General Notes

STATE OF FLORIDA
LICENSED PROFESSIONAL ARCHITECT
AR91818

No.	Revision/Issue	Date

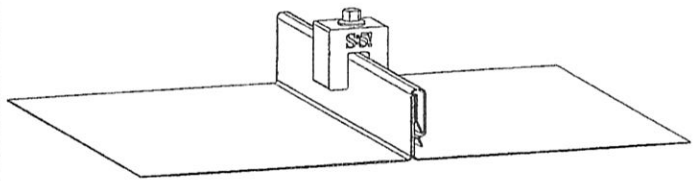
Firm Name and Address
19294 US TER 1 JUPITER FL
AR0000071
CA0000110

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

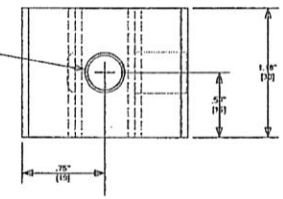
FLOOR DETAILS (2)

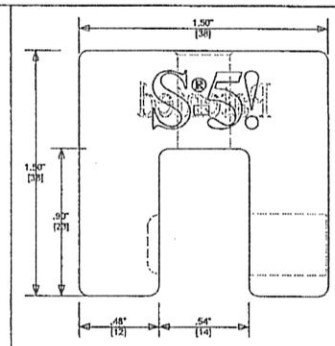
Project 15-007
Date 10/12/2015
Scale As Noted
Sheet A15

PARKS & RECS 10/12/2015 LFC DOC 10-12-2015



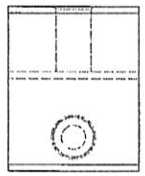
S-5-S Mini





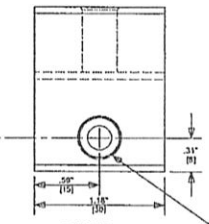
SCALE: 2X

BACK



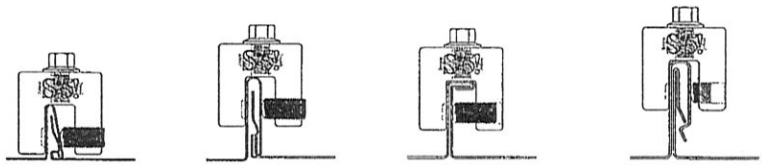
LEFT

FRONT



RIGHT

Notes
1. S-5-S
2. M10-1.5 X 16MM HEX FLANGE BOLT
3. 3/8-24 X .8" ROUND POINT SETSCREW
4. EXAMPLE PROFILE



FOR STANDING SEAM SPECIFIC MECHANICAL LOAD TEST INFORMATION AND CLAMP INSTALLATION INFORMATION PLEASE VISIT: WWW.S-5.COM

MATERIAL: 6061 T6	S-5! The Right Way! — METAL ROOF INNOVATIONS, LTD. 8655 TABLE BUTTE RD COLORADO SPRINGS, CO 80908 719-495-0518 719-495-0945 (FAX)
EST ASSEMBLY WEIGHT: .42 LBS	TITLE: S-5-S
SUPPLIED HARDWARE:	DRAWING NO.: 808-A-0-A CUD; DRAWN BY: DMMII; DATE: 09/15/2012
SCALE: 1:0.75	
OTHER:	S-5!® PRODUCTS ARE PROTECTED BY MULTIPLE U.S. PATENTS INCLUDING 5,328,305, 5,603,566 AND 6,340,831 OTHERS LISTED AND PENDING. EUROPEAN PATENTS ARE ALSO APPLIED FOR AND EXTENDED UNDER THE PATENT COOPERATION TREATY WITH DIVISIONAL FILING RIGHTS RETAINED. METAL ROOF INNOVATIONS, LTD. (LICENSOR OF S-5!® TECHNOLOGY) AGGRESSIVELY PROSECUTES PATENT INFRINGEMENT.

General Notes

GENERAL NOTE:

S-5! DRAWING THIS PAGE IS FOR INFORMATION ONLY.

ARCHITECTURAL BUILDING CORP HAS NO OBLIGATION TO SIGN AND SEAL THIS DESIGN AS REFERENCE IN THE CONTRACT DOCUMENT SET FOR THIS PROJECT.

No.	Revision/Issue	Date

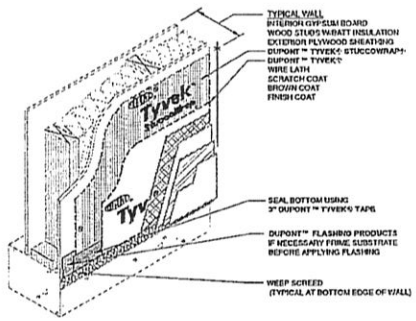
Firm Name and Address: [illegible] TER DR JUPITER FL [illegible]

Project Name and Address: PARKS & RECREATION PARK RENOVATIONS CITY OF PORT ST. LUCIE PORT ST. LUCIE, FLORIDA

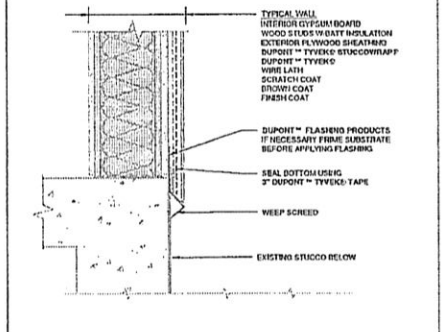
ROOFING DETAILS S-5! REFERENCE ONLY

Project: 15-002
Date: 10/12/2015
Scale: As Noted
Sheet: A16

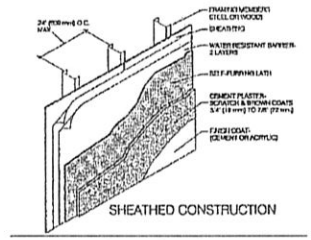
PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



A / A16 TYPICAL STUCCO DETAIL
SCALE 2 1/2" = 1'-0"



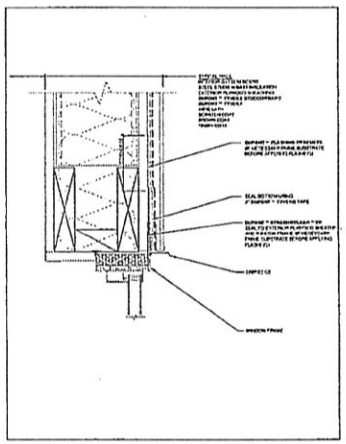
D / A16 TYPICAL STUCCO ABOVE STUCCO BELOW
SCALE 2 1/2" = 1'-0"



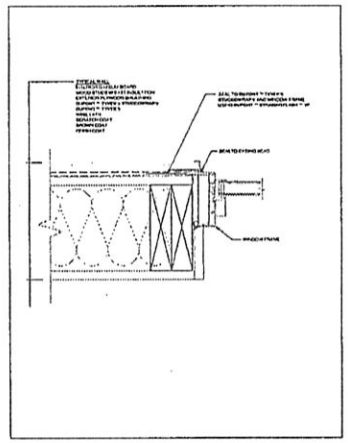
TYVEK STUCCOWRAP AND TYVEK ARE REQUIRED WATER RESISTANT BARRIERS

ALTERNATE APPROVAL IS REQUIRED BEFORE USE. COST OF THE WORK SHALL BE AS SPECIFIED UNLESS PRIOR APPROVAL IS ACQUIRED BEFORE THE DO FROM THE ARCHITECT OF RECORD.

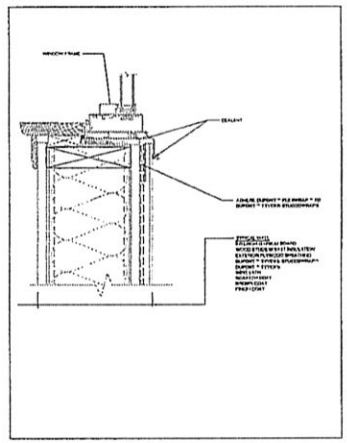
C / A16 TYPICAL 3 COAT STUCCO SYSTEM
SCALE 1 1/2" = 1'-0"



D / A16 TYPICAL NON-FLANGED WINDOW HEAD
SCALE 3" = 1'-0"



E / A16 TYPICAL NON-FLANGED WINDOW JAMB
SCALE 3" = 1'-0"



F / A16 TYPICAL NON-FLANGED WINDOW SILL
SCALE 3" = 1'-0"

General Notes

NOTES:

1. TYPICAL DETAILS ARE TYPICAL OF TYVEK BUILDING WRAP SYSTEMS WITH TYVEK STUCCO WRAP. NO SUBSTITUTIONS FOR THIS SYSTEM WILL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE ARCHITECT OF RECORD.
2. ANY ALTERNATIVE SYSTEM MUST MEET THE CRITERIA OF THE TYVEK STUCCO WRAP AND TYVEK BUILDING WRAP SYSTEM TO BE CONSIDERED FOR USE.
3. 3 COAT STUCCO SYSTEM SHALL BE APPLIED OVER A TYVEK SECOND LAYER USING 3.4 # GALV. WIRE LATH WITH OUT FELT BACKING ATTACH LATH TO WALL STUDS AT 6" ON CENTER WITH STAINLESS 1 1/4" #8 SCREWS WITH TRUSS TYPE HEAD. TYPICAL FOR ALL LATH INSTALLATIONS NO NAILS OR STAPLES.
4. A LATH INSPECTION BY THE BUILDING DEPARTMENT AND THE ARCHITECT OF RECORD IS REQUIRED PRIOR TO APPLICATION OF THE SCRATCH COAT OF STUCCO.
5. SUBMITTALS SHALL INCLUDE ALL ITEMS NECESSARY FOR THE STUCCO ASSEMBLY INCLUDING AND NOT LIMITED TO STUCCO MANUFACTURERS SUBMITTALS, WIRE LATH, STOPS, BEADS AND FLASHING MATERIALS
6. COORDINATION WITH OTHER TRADES (ESPECIALLY ROOFING) IS MANDATORY.

STATE OF FLORIDA — REGISTERED ARCHITECT — A0091519

No.	Revision/Issue	Date

Firm Name and Address
19234 US TER IN JUPITER FL
AA26000871 CA0018135
561-747-6454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

TYPICAL STUCCO DETAILS

Project K-002
Date 10/12/2015
Scale As Noted
Sheet A17

PARKS & REC'S 10/12/2015 CFG DOC 10-12-2015

09 24 00-1
SECTION 09 24 00

STUCCO

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Stucco and accessory products.

1.2 REFERENCES

** NOTE TO SPECIFIER ** Delete references from the list below that are not actually required by the text of the edited section.

A. ACI (American Concrete Institute)

B. ASTM International (ASTM)

1. ASTM C 91 – Standard Specification for Masonry Cement.
2. ASTM C 109 – Standard Specification for Compressive Strength of Hydraulic Cement Mortars.
3. ASTM C 144 – Standard Specification for Aggregate for Masonry Mortar.
4. www.ASTM.org (C150) C 150 – Standard Specification for Portland Cement.
5. www.ASTM.org (C207) C 207 – Standard Specification for Hydrated Lime for Masonry Purposes.
6. www.ASTM.org (C270) C 270 – Standard Specification for Mortar for Unit Masonry.
7. ASTM C 348 – Standard Specification for Flexural Strength of Hydraulic Cement Mortar.
8. www.ASTM.org (C595) C 595 – Standard Specification for Blended Hydraulic Cements.
9. ASTM C 847 – Standard Specification for Metal Lath.
10. ASTM C 897 – Standard Specification for Aggregate for Job-mixed Portland Cement Based Plasters.
11. ASTM C 920 – Standard Specification for Elastomeric Joint Sealants.
12. ASTM C 926 – Standard Specification for Application of Portland Cement Based Plaster.
13. ASTM C 979 – Standard Specification for Pigments for Integrally Colored Concrete.
14. ASTM C 1063 – Standard Specification for Installation of Lathing and Furring for Portland Cement Plaster.
15. www.ASTM.org (C1157) C 1157 – Standard Performance Specification for Hydraulic Cement.
16. www.ASTM.org (C1329) C 1329 – Standard Specification for Mortar Cement.
17. www.ASTM.org (C1384) C 1384 – Standard Specification for Admixtures for Masonry Mortars.
18. ASTM D 226 – Asphalt-Saturated organic Felt Used in Roofing and Waterproofing.
19. ICC (International Code Council)

C. INSCO (Stucco Resource Guide)

D. PCA (Portland Cement Association)

E. ICC – ESR# 2612 – Evaluation Report.

F. NCMA TR-68 – Hot & Cold Weather Masonry Construction Manual.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 30 00 – Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Mixing and preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Test Reports:

1. Submit certified test reports showing that the cementitious components of the mortar mix comply with the specified requirements.
2. Submit certified test report showing that the mortar complies with the specified requirements.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) long representing actual product, in color selected.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Firm specializing in manufacture of masonry materials with minimum 10 years' experience.

B. Installer Qualifications: Minimum 5 year experience installing similar products.

C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship is approved by Architect.
3. Refinish mock-up area as required to produce acceptable work.

1.6 PRE-INSTALLATION MEETINGS

A. Pre-Installation Meeting: At least three weeks prior to commencing work conduct a meeting at the project site to discuss contract requirements and job conditions.

B. Require the attendance of plastering contractor and installers of related materials.

C. Notify Architect in advance of meeting.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver stucco mix to site in manufacturer's original unopened sealed bags with labels clearly indicating manufacturer and material.

B. Store materials indoors in an area protected from freezing, excessive heat and damage. Refer to "Store Materials" ASTM C 926.

C. Deliver all lath, trim accessories and other specified products in original containers. Any damaged materials must be replaced.

1.8 PROJECT CONDITIONS

A. Do not apply when air or substrate temperature is below 40 degrees F (4 degrees C) or above 90 degrees F (32 degrees C) within 48 hours after application.

1. 50 degrees F (10 degrees C) limitation does not apply to AIR 760 – see data sheet for application instructions.

B. Do not apply to frozen substrate or to a substrate containing frost.

C. Application must comply with referenced standards and manufacturer's published recommendations.

D. Do not store or apply materials when temperatures are below 40 degrees F (4 degrees C) or above 90 degrees F (32 degrees C).

E. Protect from uneven and excessive evaporation during dry weather and from strong blasts of dry air.

1.9 SCHEDULING

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Amerimix, which is located at: 8149 Arrowridge Blvd; Charlotte, NC 28273; Toll Free Tel: 866-715-8779, Tel: 704-919-3211, Fax: 704-919-3141, Email: request info (support@amerimix.com), Web: www.amerimix.com

B. Substitutions: Submit for approval any product that meets or exceeds this specification.

2.2 MATERIALS

A. Stucco: Portland cement stucco by Amerimix Companies comprised of the following base finish coats:

1. Base Coat: Amerimix MIX 100 SCT Scratch, Brown & Finish Stucco.
2. Finish Coat: Amerimix MIX 175 C – Colored Stucco.
3. Finish Coat: Amerimix MIX 350 STF Stucco Texture Finish
4. Finish Coat: Amerimix MIX 750 SSF Stucco Sand Texture.

B. Accessory Products:

1. Flashing: Corrosion resistant materials.
2. Building Wrap: Tyvek Stucco Wrap and Tyvek Building Wrap

C. Plaster Trim Accessories:

1. Properly sized for the specified application.
2. As specified or as indicated on the drawings.
3. With weep holes when used at base of wall.

D. Lath (conventional stucco systems) installed per ASTM C 1063 / Lath (one coat stucco system) per ICC-ESR #2612:

1. Expanded Metal Lath – ASTM C 847, galvanized steel, 3.4 pounds per square yard.

E. Joint Sealants: ASTM C 920, closed cell backer rod compatible with sealants

2.3 MIXES

A. Mixing Procedure: Follow product mixing instructions from technical data sheets

B. Re-tempering: Use cement plaster within 1 hours of initial mixing.

C. Hot Weather: Follow National Concrete Masonry Association recommendations for hot weather construction

D. Cold Weather: Follow National Concrete Masonry Association recommendations for cold weather construction.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation. Corrections of the substrate must be made before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation

B. Prepare surfaces in accordance with ASTM C 926 and products published information in the technical data sheet.

C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions and in accordance applicable IBC, IRC, ASTM, ICC, and local requirements

3.4 CURING

A. Cure and provide time between coats in accordance with ASTM C 926 and manufacturer's instructions.

B. Provide sufficient moisture in the plaster mix by curing to permit continuous hydration of the cementitious materials

C. Allow sufficient time between coats to permit each coat to cure and develop sufficient strength to resist cracking or other physical damage before the next coat is applied.

D. Where allowed by local jurisdictions, the ITG "Alternative Method" may be used as the standard for time between coats and curing

3.5 FIELD QUALITY CONTROL

A. Architect or qualified third party will inspect the application at the following stages to confirm the Amerimix Stucco is being applied and cured as specified – and as indicated on the drawings.

1. Completion of substrate installation, preparation, flashing and lathing
2. Completion of base coat application
3. Completion of finish coat application

3.6 CLEANUP

A. Remove and dispose of all temporary materials used to protect adjacent work and surrounding areas.

B. Remove and clean from surfaces not intended to receive the Amerimix Stucco.

3.7 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

General Notes

REFER TO SHEET A17 FOR GEN NOTES.

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL ASSOCIATES
16234 W. IDER PL. JUPITER FL
MARSHALL COGGINS
561-741-6454

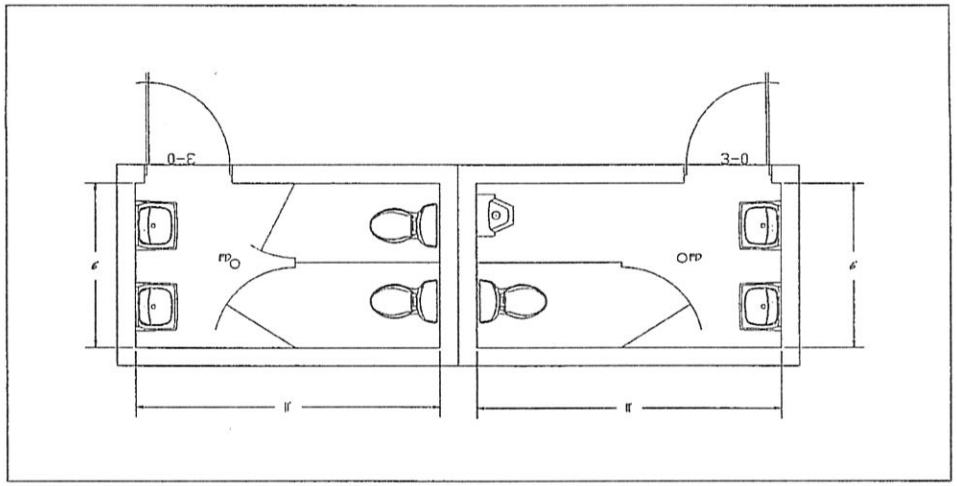
Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

TYPICAL STUCCO SPEC

Project 15-002	Sheet A18
Date 10/12/2015	
Scale As Noted	

PARKS & RECS 10/12/2015 CFC DOC 10/12/2015



A / A21 SPORTSMANS PARK SCOREKEEPER-MAINT BLDG
SCALE 1/2" = 1'-0"

SPORTSMANS RESTROOM FIXTURE CHANGE OUT

SCOPE OF WORK:

REPLACE PLUMBING FIXTURES THIS LOCATION. CONFIRM THE SPECIFIED FIXTURE WILL REPLACE THE EXISTING FIXTURE AND SUBMIT ANY SUBSTITUTIONS FOR ACCEPTANCE PRIOR TO BID. PROVIDE ANY AND ALL ACCESSORIES AND INCIDENTALS FOR A COMPLETE INSTALLATION REGARDLESS OF BEING SHOWN IN THE DOCUMENTS. BIDS SUBMITTED WILL CONSTITUTE ACCEPTANCE OF THE EXISTING CONDITIONS FOR REPLACEMENT AND THE REQUIRED AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE INSTALLATION.

PROVIDE THE FOLLOWING REPLACEMENT FIXTURES. SUBMIT SUBSTITUTIONS PRIOR TO BID.

3 EA. WATER CLOSET-	KOHLER K-3493-0 HIGHLINE CLASSIC (ADA COMPLIANT) 12" ROUGH IN
1 EA. URINAL-	KOHLER K-4924-ET-0 BARDON 1/8TH GPF TOP SPUD (ADA COMPLIANT)
4 EA. LAVATORY-	KOHLER K-2075-1-0 GREENWICH (ADA COMPLIANT)
4 EA. LAV FAUCET-	ZURN Z6913-XL-GEN-J BATTERY POWERED FAUCET
	1 ½" GRID STRAINER DRAIN FOR LAVATORY
1 EA. URINAL FLUSH-	ZURN ZER6005-CPM-WS1-VC MODEL SENSOR OPERATED BATTERY POWERED FLUSH VALVE
2- HAND DRYER-	XLERATOR XL-SB-ECO 110/120V 45 AMP UNIT (NO HEAT)

INCLUDE NEW CHROME BRASS P TRAP AT EACH LAVATORY (4)
PROVIDE NEW DRAIN CONNECTIONS FOR URINAL TO WALL (1)
PROVIDE NEW BRAIDED STAINLESS FLEX SUPPLY LINES AND CHROME PLATED BRASS CUT OFF VALVES TO ALL LAVATORIES AND WATER CLOSETS(7).

PROVIDE THE REPLACEMENT OF FIXTURES COMPLETE WITH ALL ACCESSORIES AND ATTACHMENTS WHETHER SHOWN OR INDICATED TO COMPLETE THE ASSEMBLY.

RESINOUS FLOORING APPLICATION

SCOPE OF WORK:

REMOVE TOILETS AND PARTITIONS. STORE WITH PSL FOR REINSTALL AFTER FLOORING APPLICATION

PREP FLOOR TO RECEIVE RESINOUS FLOORING OVER TILE.

QUARRY TILE SURFACE:
Surface must be mechanically abraded with a steel shot-blast machine, scarifier or diamond grinder and vacuumed perfectly clean. Tack rag& area to remove dust and to soften surface. Apply DUR- A-FLEX recommended Poly-Crete or Hybri- Flex systems or DUR-A-GLAZE TECCOAT or CRYL-A-PRIME P-121 with CRYL-A-BOND MT primer to the entire area immediately and allowed to cure.

CONFIRM QUARRY TILE FLOOR IS SOUND AND CAPABLE OF RECEIVING THE RESINOUS FLOORING.

CUT BACK AND REMOVE TILE AND SETTING BED FROM THE DOOR 2 TILE WIDTHS FROM THE OUTSIDE WALL LINE. USE AN APPROVED FLOOR PATCH MATERIAL TO SLOPE THE DOORWAY INTO THE ROOM UNIFORMLY AS A TRANSITION.

PREP FLOOR TO RECEIVE BONDING MATERIAL.

INSTALL FLOORING MATERIAL PER SPECIFICATION SHEET A211.

FLOOR SURFACES AND BASE SHALL BE COVERED WITH RESINOUS FLOORING.

PROTECT FLOORING SURFACES FROM PEDESTRIAN ACCESS UNTIL ALL IS COMPLETE.

REINSTALL TOILETS WITH NEW WAX RINGS AND BOLTS AFTER FLOORING HAS CURED.

PROTECT AREAS FROM PEDESTRIAN ACCESS.

ALTERNATE #1 GENERAL CONTRACTOR TO PROVIDE (1) UNISEX ADA COMPLIANT PORTALET AND (1) UNISEX PORTALET ON A WEEKLY BASIS. ONE EACH AT THE SAME LOCATION WITH SERVICE OF THE UNITS ON TUESDAY AND THURSDAY ON WEEK DAYS AND DAILY ON WEEKENDS. THE TIME FOR SERVICE ON WEEKENDS WILL HAVE TO BE DETERMINED WITH PSL PARKS AND RECREATION.

General Notes

No.	Revision/Issue	Date

Firm Name and Address
AMERICAN PRINTING CORP.
19254 US TOR 19 JUPITER FL
M1100071 CGC061212
561-747-5454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
ALTERNATE SPORTSMANS PARK
TOILET FIXTURE REPLACEMENT &
RESINOUS FLOORING

Project 15-002	Sheet A21
Date 10/12/2015	
Scale As Noted	

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015

DUR-A-FLEX, Inc.   Page 1 of 5

Dur-A-Flex, Inc. STANDARD SPECIFICATION
DUR-A-FLEX, IncPage 1 of 5
DUR-A-FLEX, Inc. STANDARD SPECIFICATION

SECTION 09 67 23-RESINOUS FLOORING   Date08/14
HYBRI-FLEX EQ

PART 1 - GENERAL

11 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, Including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

12 SUMMARY

A This section includes the following

1 Resinous flooring system as shown on the drawings and in schedules.

B. Related sections include the following:

13 SYSTEM DESCRIPTION

A The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane based self-leveling seamless flooring system with decorative quartz aggregate broadcast and Epoxy broadcast and topcoats.
B. The system shall have the color and texture as specified by the Owner with a nominal thickness of 1/4 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.
C. Cove base (if required) to be applied where noted on plans and per manufacturers standard details unless otherwise noted

14 SUBMITTALS

A Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
B Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.
C. Samples: A 3 x 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances.

15 QUALITY ASSURANCE

A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical
support of epoxy and urethane industrial flooring and related materials.
B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in
all phases of surface preparation and application of the product specified.

C. No requests for substitutions shall be considered that would change the generic type of the specified System
D. System shall be in compliance with requirements of United States Department of Agriculture (USDA),
Food, Drug Administration (FDA), and local Health Department.
E. System shall be in compliance with the Indoor Air Quality requirements of California section
01350 as verified by a qualified independent testing laboratory.
F. A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

16 PRODUCT DELIVERY, STORAGE, AND HANDLING

A Packing and Shipping
1 All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.

B. Storage and Protection

1. The Applicator shall be provided with a dry storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
2. Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel

C Waste Disposal

1 The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system

17 PROJECT CONDITIONS

A Site Requirements

1. Application may proceed while air, material and substrate temperatures are between 60 F and 85 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
2. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system

B Conditions of new concrete to be coated with cementitious urethane material

1 Concrete shall be moisture cured for a minimum of 3 days and have fully cured a minimum of 5 days
in accordance with ACI-308 prior to the application of the coating system pending moisture tests
2 Concrete shall have a flat rubbed finish, float or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable)
3 Sealers and curing agents should not to be used
4 Concrete shall have minimum design strength of 3500 psi. and a maximum water/cement ratio of 0.45
5. Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of vapor transmission and possible delamination of the system

C. Safety Requirements

1 All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application
2. "No Smoking" signs shall be posted at the entrances to the work area.
3. The Owner shall be responsible for the removal of foodstuffs from the work area.
4. Non-related personnel in the work area shall be kept to a minimum

18 WARRANTY

A. Dur-A-Flex, Inc. warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Dur-A-Flex, Inc. published literature if used in accordance with the latest prescribed procedures and prior to the expiration date.
B. Dur-A-Flex, Inc. liability with respect to this warranty is strictly limited to the value of the material purchase.

PART 2 - PRODUCTS
21 FLOORING

A. Dur-A-Flex, Inc, Hybri-Flex EQ (self leveling broadcast quartz) epoxy/aliphatic urethane topcoat seamless flooring system

1 System Materials:
a Topping: Dur-A-Flex, Inc, Poly-Crete MD resin, hardener and SL aggregate.
b The broadcast aggregate shall be Dur-A-Flex, Inc. Q28 or Q1 quartz aggregate.
c. Broadcast: Dur-A-Flex, Inc. Dur-A-Glaze #4, epoxy based two-component resin.
d Grout coat: Dur-A-Flex, Inc Dur-A-Glaze #4, epoxy-based, two-component resin.
e. Top coat: Dur-A-Flex, Inc. Armor Top aliphatic urethane two-component resin.

2. Patch Materials
a. Shallow Fill and Patching Use Dur-A-Flex, Inc. Poly-Crete MD (up to ½ inch)
b. Deep Fill and Sloping Material (over ½ inch) Use Dur-A-Flex, Inc. Poly-Crete WR.

22 MANUFACTURER

A. Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, Fax: (860) 528-2802
B. Manufacturer of Approved System shall be single source and made in the USA

23 PRODUCT REQUIREMENTS

A	Topping	Poly-Crete SL
1	Percent Reactive	100 %
2	VOC	0 g/L
3.	Bond Strength to Concrete ASTM D 4541	400 psi, substrates fails
4.	Compressive Strength, ASTM C 579	3,000 psi
5.	Tensile Strength, ASTM D 638	1,175 psi
6	Flexural Strength, ASTM D 790	5,076 psi
7.	Impact Resistance @ 125 mils, MIL D-3134,	160 inch lbs
	No visible damage or deterioration	

B.	Broadcast Coat	Dur-A-Glaze #4 Resin
1	Percent Reactive,	100 %
2	VOC	<4 g/L
3.	Water Absorption, ASTM D 570	0.04%
4	Tensile Strength, ASTM D 638	4000psi
5	Coefficient of thermal expansion ASTM D 696,	2 x 10-5 in/in/F
6.	Flammability ASTM D-635	Self-Extinguishing
7.	Flame Spread/ NFPA 101 ASTM E-84	Class A

C.	Topcoat	Armor Top		
1	VOC	0 g/L		
2	60 Degree Gloss ASTM D523	70+/-5		
3.	Mixed Viscosity, (Brookfield 25oC)	500 cps		
4.	Tensile strength, ASTM D 638	7,000 psi		
5.	Abrasion Resistance, ASTM D4060 CS 17 wheel (1,000 g load) 1,000 cycles	Gloss / Satin: 4 / 8	mg loss with grit	
		10 / 12	mg loss without grit	
6	Pot life @ 70o F 50% RH	2 hours		
7.	Full Chemical resistance	7 days		

PART 3 - EXECUTION

31 EXAMINATION

A. Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.

1 Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

32 PREPARATION

A General

1 New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products.
2. Moisture Testing: Perform tests recommended by manufacturer and as follows.
a. Perform anhydrous calcium chloride test ASTM F 1869-98
Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 3.0 lbs/1000 sf/24 hrs.
b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
c. If the vapor drive exceeds 75% relative humidity or 3.0 lbs/1000 sf/24 hrs then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit.
3. Mechanical surface preparation
a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute.
b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment
c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seal the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
4 At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and
patch per manufactures recommendations.

33 APPLICATION

A General

1 The system shall be applied in five distinct steps as listed below:
a. Substrate preparation
b. Topping/overlay application with quartz aggregate broadcast.
c. Resin application with quartz aggregate broadcast.
d. Topcoat application
e. Second topcoat application.
2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
4. The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect.
5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.

B. Topping

1 The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch
2. The topping shall be comprised of three components, a resin, hardener and filler as supplied by the Manufacturer.
3. The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend.
4 The topping shall be applied over horizontal surfaces using ¼ inch "ve notched squeegee, trowels or other systems approved by the Manufacturer.
5. Immediately upon placing, the topping shall be degassed with a loop roller.
6 Quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs/sf.
7 Allow material to fully cure. Vacuum sweep and/or blow to remove all loose aggregate.

C. Broadcast

1 The broadcast coat resin shall be applied at the rate of 30 sf/gal (Q28) or 50 sf/gal (Q1)
2. The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
3. Quartz aggregate shall be broadcast into the wet resin at the rate of 0.5 lbs/sf.
4. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate

D. Grout coat

1 The grout coat shall be squeegee applied with a coverage rate of 30 sf/gal (Q28) or 50 sf/gal (Q1)
2. The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
3. The grout coat will be back rolled and cross rolled to provide a uniform texture and finish.

*** Specifier's Note *** If an orange-peel texture is desired, sand screen the floor and apply a second grout coat of epoxy. The epoxy shall be applied by squeegee and back-roll with a coverage rate of 100 sf/gal (Q28) or 70 sf/gal (Q1)

E. Topcoat
1 The topcoat shall be roller applier with a coverage rate of 500 sf/gal.
2. The finished floor will have a nominal thickness of 1/4 inch.

34 FIELD QUALITY CONTROL

A Tests, Inspection

1 The following tests shall be conducted by the Applicator:
a Temperature
1 Air, substrate temperatures and, if applicable, dew point.
b. Coverage Rates
1 Rates for all layers shall be monitored by checking quantity of material used against the area covered.

35 CLEANING AND PROTECTION

A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections

1013/HYBRI-FLEX EQ STANDARD SPECIFICATION
Please recycle – Thank you!

General Notes

STATE OF FLORIDA REGISTERED ARCHITECT AR91818

No.	Revision/Issue	Date

Firm Name and Address
19234 161 TER N JUPITER FL
AA26002071 CGC1516318
561-743-5434

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
RESINOUS FLOORING
SPECIFICATION

Project 15-002
Date 10/12/2015
Scale As Noted
Sheet A21.1

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015

BID ADDENDUM # 1
BID # 20160013
Addendum Date: 11/10/2015

Bid Name: Repairs to the Buildings at Sportsman's Park

Please make the following changes/modifications to the subject bid:

1. Excel Spreadsheet has been revised and will be issued as Addendum #2. This will be the only form accepted unless directed in a future addendum.

NOTE: The bid opening date has been changed.

FRIDAY, NOVEMBER 13, 2015 @ 11:00:00 am est.

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.

ADDENDUM # 2 Revised 11/10/2015
E-BID #20160013
E-Bid Reply Excel Spreadsheet
Repairs of Buildings at Sportsman Park
Schedule "A"

Company Name: _____

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	LUMP SUM AMOUNT
	East Side Concession Building and Restrooms			
1	New metal roof per specifications	LS	1	$ -
2	Patch and Repair all visible areas of stucco on first floor	LS	1	$ -
3	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ -
4	Paint exterior of building include main doors and frames (Do not paint the shutters at the concession or the stainless counters)	LS	1	$ -
5	New stucco system for second floor covering the T-1-11 per specifications. Texture to match first floor in final coat.	LS	1	$ -
6	New flashing and elastomeric coating with paint per specifications on second floor stucco. No Exceptions	LS	1	$ -
7	Provide soffit at location shown on plans independent soffit to existing	LS	1	$ -
8	**SUBTOTAL BASE BID FOR East side Concession Building and Restrooms**			**$ -**
	West Side Scorekeeper and Maintenance Building			
9	New metal roof per specifications	LS	1	$ -
10	Install new second floor air conditioning system (see plans for details)	LS	1	$ -
11	Remove wall air conditioning unit and fill in opening per plans	LS	1	$ -
12	Patch and repair all visible areas of stucco	LS	1	$ -
13	Pressure wash the exterior of the building with 1500 PSI or less	LS	1	$ -
14	Paint exterior of building to include main doors and frames	LS	1	$ -
15	Provide and install new windows on the south side of the building	LS	1	$ -
16	Provide flashing and water tight installation of the stucco around the new windows	LS	1	$ -
17	Apply elastomeric costing around windows prior to finish coat of paint	LS	1	$ -
18	**SUBTOTAL BASE BID FOR West side Scorekeeper and Maintenance Building**			**$ -**
19	**GRAND TOTAL BASE BID**			**$ -**
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE			
	East Side Concession Building and Restrooms			
20	Stucco storage area exension wall under stairs on the south side. Replace and removed materials with new. Refer to plans for instructions.	LS	1	$ -
21	Replace existing gutters and downspouts with new in lieu of reinstallations of existing	LS	1	$ -
22	Remove existing soffit. Replace with new per specification soffit	LS	1	$ -
23	Provide porta lets per plan note Sheet A11.3	LS	1	$ -
24	**West Side Scorekeeper and Maintenance Building**			
25	Provide new restroom fixtures per specification	LS	1	$ -
26	Provide Resinous floor material to men's and women's restrooms	LS	1	$ -
27	Paint the interior of the men's and women's restrooms	LS	1	$ -
28	Provide porta lets per plan note Sheet A21	LS	1	$ -

NOTES:
1.) The award will be based on line items 1 - 18 - Base Bid. Options may be added if funds are available.
2.) The City reserves the right to split the award by location that is in the best interest of the City.

BID OPENING ATTENDANCE
SEALED BID-20160013-SH
Repairs to the Buildings at Sportsman's Park
November 13, 2015 @ 11:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Sherri Hawes	PMD	Shawes@cityofpsl.com	T 772-871-5001
				F
2.	Mike Kendrick	CPSL	MKendrick@cityof-PSL.com	T 370-3901
				F
3.	Andrew Thomas	A. Thomas Const	Atcon5406	T 595-5261
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Asst. City Manager - City Engineer
Sherman Conrad, Director of Parks & Recreation
Cheryl Shanaberger, Director of Procurement Management

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20160012 Building Repairs at Various Park Sites

Submittal Date: 11/17/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principal 2 – Beautiful City, "Well designed, well maintained parks and public spaces"

BACKGROUND: The buildings at Sandhill Crane Park and Lyngate Park are in need of repairs and maintenance to preserve the buildings. The buildings need new roofs, pressure washing, painting, stucco repairs, new soffits and facia repairs. Veterans Park at Rivergate needs to have the old doors and frames on the restroom building replaced. This construction affects the Baseball Leagues' schedules as some of the fields must be shut down in order to accomplish these tasks. There is a short window of opportunity to make these much needed repairs. The work needs to be performed during the months of December 2015 and January 2016. Both of these parks have over 1,200 patrons that use these facilities on a monthly basis therefore, the repairs must be done when the parks are closed during the off season for the safety of our citizens.

Once the construction plans were completed, the Procurement Department worked closely with the Parks & Recreation Department to quickly get these bids out.

An E-Bid was issued on Demandstar on October 24, 2015 with a due date of November 13, 2015. During this period one thousand thirty four (1,034) suppliers and

thirteen (13) supplemental suppliers were notified that resulted in sixteen (16) plan holders. Four (4) bids were received with one (1) bid being deemed non-responsive.

A Community Development Block Grant (CDBG) funded project must be awarded to the lowest responsive responsible bidder who meets all the requirements.

ANALYSIS: Staff has reviewed the proposals and finds that the lowest responsive responsible bidder meets the City's standards and is a local firm.

FINANCIAL INFORMATION: Funding is provided by a Community Development Block Grant (CDBG)

LEGAL INFORMATION: Reviewed by Ella Gilbert on 11/19/2015 and approved as to form.

STAFF RECOMMENDATION: Approval of Award and Contract #20160012 with True Color Enterprises, Inc., in the amount of $164,350.00, plus $10.00 for the one-time indemnification fee. The Contract period is two hundred forty (240) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: Sandhill Crane Park – 2355 SE Scenic Park Drive; Lyngate Park – 1301 SE Lyngate Drive; Veterans Park at Rivergate Park – 2200 SE Veterans Memorial Parkway

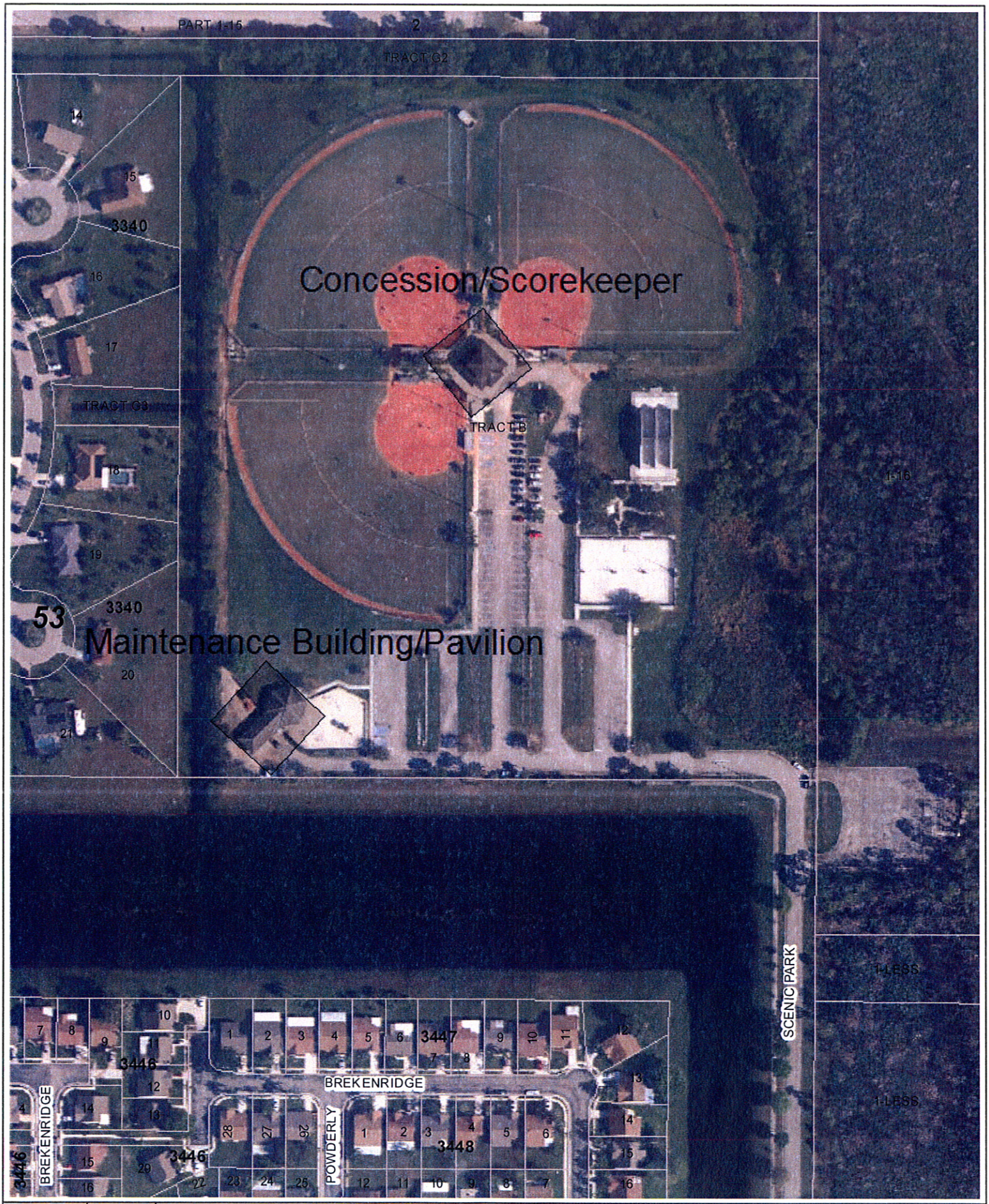
ATTACHMENTS: Location Maps, Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request form, E-Bid Specifications, Construction Plans, Addenda, Sign In Sheets, Unsuccessful Proposals

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

RECEIVED

NOV 19 2015

City Manager's Office



Sandhill Crane Park

2355 S.E. Scenic Park Drive

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/17/2015

Scale:

0 0.0125 0.025 0.05

mi

Lyngate Park Tennis/Basketball Courts

1301 S.E. Lyngate Drive

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/17/2015

Scale:

0 0.0125 0.025 0.05

mi

Veterans Memorial Park at Rivergate

2200 S.E. Veterans Memorial Parkway

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/17/2015

Scale:

0 0.0125 0.025 0.05

mi

CITY OF PORT SAINT LUCIE
CONTRACT #20160012

This CONTRACT, executed this _____ day of _____, 2015, 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 **TRUE COLOR ENTERPRISES, INC.**, 4898 SW Lake Grove, Palm City, Florida 34990, Telephone No. (772) 215-7022 Email: reyjosevaldes@gmail.com, 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 Managers shall mean:

Ron Finks, or his designee.
City's Parks & Recreation Department
2195 SE Airoso Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871- 5289 Fax: (772) 871- 5290
Email: rfinks@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Rey Valdes, President
True Color Enterprises, Inc.
4898 SW Lake Grove
Palm City, Florida 34990
Telephone: 772-215-7022
Email: reyjosevaldes@gmail.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160012, **Building Repairs at Various Park Sites, Community Development Block Grant (CDBG) Funded** including all Attachments, all Addenda, Construction Plans, sheets #1 through #21; Section 3 Clause, Federal Labor Standards Provisions; Davis-Bacon Act and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The Contractor is to provide all materials, supplies, labor, and equipment necessary for the building repairs at the various park sites.

Building List:

1. Lyngate Park

   a) Concession & Scorekeeper Building
      - i. Remove old roofing material to sheathing
      - ii. Check all sheathing for damage and re-nail entire roof per spec
      - iii. Apply peel and stick material to sheathing and prepare for new roof
      - iv. New metal roof per specification
      - v. Remove all exterior trim boards and dispose of properly
      - vi. Remove damaged T 1-11 per the drawings and replace with plywood
      - vii. Re-nail siding and prepare for stucco system
      - viii. New stucco system for 2nd floor walls including all flashings
      - ix. New elastomeric coating with paint per spec after stucco cure – approved paint supplier is Sherwin Williams
      - x. New metal soffits and trim at all roof overhangs for this building

   b) Scorekeeper-Storage Building
      - i. Remove old roofing material to sheathing
      - ii. Check all sheathing for damage and re-nail entire roof per spec
      - iii. Apply peel and stick material to sheathing and prepare for new roof
      - iv. New metal roof per specification
      - v. Remove all exterior trim boards and dispose of properly
      - vi. Remove damaged T 1-11 per the drawings and replace with plywood
      - vii. Re-nail siding and prepare for stucco system
      - viii. New stucco system for 2nd floor covering T 1-11
      - ix. New elastomeric coating with paint per spec – approved paint supplier is Sherwin Williams

   c) Basketball Court Resurfacing
      - i. Prep and install new surface per the specification

   d) Tennis Court Resurfacing
      - i. Prep and install new surface per the specification

2. Sandhill Crane Park

a) Operations & Children's Pavilion
   i. Remove old roofing material to sheathing
   ii. Check all sheathing for damage and re-nail entire roof per spec
   iii. Apply peel and stick material to sheathing and prepare for new roof
   iv. New metal roof per specification
   v. Remove and replace skylights over the restrooms per drawings
   vi. Repaint interior light well at skylight down to ceiling – approved paint supplier is Sherwin Williams
   vii. Repair and paint facia boards and soffits during roof replacement

b) North Concession & Scorekeeping Building
   i. Remove old roofing material to sheathing
   ii. Check all sheathing for damage and re-nail entire roof per spec
   iii. Apply peel and stick material to sheathing and prepare for new roof
   iv. New metal roof per specification
   v. Remove and replace trim along the 2nd floor wood adjoining the roof during roof replacement. Apply flashing per detail drawing to roofing. Re-nail siding with corrosion resistant nails and install new trim boards along the bottom of the wall. Caulk and paint 2nd floor walls and trim to match existing after flashing is installed and before roofing is installed to avoid damage to the new roof

3. Veterans Memorial at Rivergate Park
   a) Restroom Building
      i. Replace steel doors with new doors and frames
      ii. See scope of work per drawing sheet for specifics

All work shall be in accordance with the Construction Plans prepared by Architectural Building Corporation dated October 12, 2015.

Protection of the public is of primary importance and no access (other than city employees) will be allowed during work being performed on the buildings in this park. An isolation zone of twenty (20) feet shall be maintained at all times from the outside building line. Secure the perimeter with barricades or temp fencing during the period of work.

The Contractor will be responsible to maintain a safe and clean work site, being extremely cautions and controlling of overspray. The Contractor shall be extremely cautious while pressure washing of exterior of buildings not to exceed 1500 psi. The Contractor will protect adjacent areas not to be painted or pressure washed by taking appropriate measures. Areas to be protected include, but not limited to, are cameras, windows, doors, surrounding lawn, trees, shrubbery, patio floors, walkways, sprinkler systems, hardware, accessories, device plates, lighting fixtures and electric meters.

The Contractor shall, in accordance with OSHA standards, erect "wet paint" signs and temporary roping off around work areas shall be installed and maintained while work is in progress.

The cleaning of brushes, pans, painting supplies or tools is strictly prohibited using hoses, interior sinks, bathrooms, etc. located on the premises that could result in material entering the storm water system.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2015 and will terminate two hundred forty (240) calendar days thereafter on _____, 2016. 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 a lump sum in the amount of **$164,350.00** as identified on Schedule A, plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section V 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-subcontractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to the final invoice.

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

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

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

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

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160012 – Building Repairs at Various Park Sites 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).

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI
Appendix A

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulation), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the

Contractor shall certify to the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, on whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter in such litigation to protect the interest of the United States.

Davis-Bacon Act - Wage Schedule for Contractors per CDBG Requirements:

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL150040 09/25/2015 FL40** as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the City Project Manager.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

General Decision Number: FL150040 09/25/2015 FL40

Superseded General Decision Number: FL20140040

State: Florida
Construction Type: Building

County: St Lucie County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The
EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at
www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/06/2015
2	03/20/2015
3	09/25/2015

* ELEC0728-002 09/01/2015

	Rates	Fringes
ELECTRICIAN.....	$ 29.00	10.71

ENGI0487-010 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe/Excavator.....	$ 28.32	8.80
OPERATOR: Concrete Pump, Truck Mounted With Boom Attachments When Manned With One Operator....	$ 29.05	8.80
With Boom Attachments With Two Operators.....	$ 25.80	8.80
OPERATOR: Crane All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices		

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     when Approved by Union; &
     All Type of Flying Cranes;
     Boom Truck.................$ 29.05            8.80
     Cranes with Boom Length
     Less than 150 Feet (With
     or without jib); Hydro
     Cranes 25 Tons & Under, &
     Over 50 Tons (With
     Oiler/Apprentice); Boom
     Truck......................$ 28.32            8.80
OPERATOR:  Mechanic.............$ 28.32            8.80
OPERATOR:  Oiler................$ 22.99            8.80
-----------------------------------------------------------------
 IRON0402-002 02/01/2015

                                  Rates          Fringes

IRONWORKER, ORNAMENTAL,
REINFORCING AND STRUCTURAL.......$ 22.29            7.90
-----------------------------------------------------------------
 PAIN0452-004 08/01/2014

                                  Rates          Fringes

PAINTER:  Spray.................$ 15.75            7.88
-----------------------------------------------------------------
* PLUM0630-002 07/01/2015

                                  Rates          Fringes

PLUMBER.........................$ 26.86           10.73
-----------------------------------------------------------------
 SHEE0032-003 12/01/2013

                                  Rates          Fringes

SHEETMETAL WORKER (HVAC Duct
Installation)...................$ 23.50           12.18
-----------------------------------------------------------------
  SUFL2009-036 05/22/2009

                                  Rates          Fringes

BRICKLAYER......................$ 18.93            0.00

CARPENTER.......................$ 17.03            1.37

CEMENT MASON/CONCRETE FINISHER...$ 14.00           0.00

INSULATOR - PIPE & PIPEWRAPPER...$ 13.13           3.03

LABORER:  Asphalt Shoveler.......$  7.88           0.00

LABORER:  Common or General......$ 12.00           2.33

LABORER:  Concrete Saw (Hand
Held/Walk Behind)...............$ 12.63            0.00

LABORER:  Mason Tender - Brick...$ 10.75           0.00
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LABORER: Mason Tender - Cement/Concrete	$ 12.83	1.90
LABORER: Pipelayer	$ 13.43	1.40
LABORER: Roof Tearoff	$ 8.44	0.00
LABORER: Landscape and Irrigation	$ 10.43	0.68
OPERATOR: Asphalt Spreader	$ 11.41	0.00
OPERATOR: Bulldozer	$ 16.21	0.00
OPERATOR: Distributor	$ 12.37	0.00
OPERATOR: Forklift	$ 14.00	0.00
OPERATOR: Grader/Blade	$ 13.73	0.00
OPERATOR: Loader	$ 15.15	5.45
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.75	0.00
OPERATOR: Roller	$ 10.94	0.00
OPERATOR: Screed	$ 13.05	0.00
OPERATOR: Tractor	$ 9.91	0.00
OPERATOR: Trencher	$ 11.75	0.00
PAINTER: Brush and Roller	$ 12.16	1.85
PIPEFITTER	$ 17.85	2.54
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs)	$ 12.00	0.00
ROOFER: Metal Roof	$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 15.62	2.03
TILE SETTER	$ 15.31	0.00
TRUCK DRIVER, Includes Dump Truck	$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.78	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

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

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

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

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work

under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand

($1,000.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

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

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

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

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of True Color Enterprises, Inc.

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2015.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

SCHEDULE "A"

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	LUMP SUM AMOUNT
	LYNGATE PARK - CONCESSION & SCOREKEEPER BLDG			
1	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 22,500.00
2	REMOVE & REINSTALL CANOPIES	LS	1	$ 2,500.00
3	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1	$ 6,500.00
4	PREP & STUCCO 2ND FLOOR WALLS	LS	1	$ 11,500.00
5	PAINTS & COATINGS ENTIRE BLDG	LS	1	$ 2,500.00
6	NEW METAL SOFFITS ENTIRE BLDG	LS	1	$ 8,500.00
	LYNGATE PARK - SCOREKEEPER STORAGE BLDG			
7	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 16,500.00
8	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1	$ 5,500.00
9	PREP & STUCCO 2ND FLOOR WALLS	LS	1	$ 8,500.00
10	PAINTS & COATINGS ENTIRE BLDG	LS	1	$ 6,500.00
11	**SUBTOTAL FOR LYNGATE PARK**			**$ 91,000.00**
	SANDHILL CRANE PARK - OPERATIONS & CHILDRENS PAVILION			
12	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 26,500.00
13	REPAIR FACIA, SOFFIT & REPAINT AREAS AFFECTED	LS	1	$ 2,850.00
	SANDHILL CRANE - NORTH CONCESSIONS & SCOREKEEPER BLDG			
14	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 23,500.00
15	PAINTS 2ND FLOOR WALLS EXTERIOR	LS	1	included
16	**SUBTOTAL FOR SANDHILL CRANE PARK**			**$ 52,850.00**
	VETERANS MEMORIAL AT RIVERGATE - RESTROOM DOOR REPLACEMENT			
17	REMOVE OLD & REPLACE NEW DOORS & FRAMES	LS	1	$ 7,500.00
18	**SUBTOTAL FOR VETERANS MEMORIAL AT RIVERGATE**			**$ 7,500.00**
	COURT RESURFACING			
19	LYNGATE PARK BASKETBALL COURT PREP & INSTALL NEW SURFACE	LS	1	$ 6,500.00
20	LYNGATE PARK TENNIS COURT PREP & INSTALL NEW SURFACE	LS	1	$ 6,500.00
21	**SUBTOTAL – COURT RESURFACING**			**$ 13,000.00**
22	**GRAND TOTAL**			**$ 164,350.00**

E-Bid Tabulation
E-BID #20160012
E-Bid Reply Excel Spreadsheet
Building Repairs at Various Park Sites
Schedule "A"
Opened 11/13/2015 - 11:15 AM

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	True Color Enterprises LUMP SUM AMOUNT	A. Thomas Construction LUMP SUM AMOUNT	One Call Property Services LUMP SUM AMOUNT
	LYNGATE PARK - CONCESSION & SCOREKEEPER BLDG					
1	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 22,500.00	$ 14,250.00	$ 22,415.56
2	REMOVE & REINSTALL CANOPIES	LS	1	$ 2,500.00	$ 3,750.00	$ 6,275.00
3	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1	$ 6,500.00	$ 375.00	$ 769.32
4	PREP & STUCCO 2ND FLOOR WALLS	LS	1	$ 11,500.00	$ 20,000.00	$ 11,010.12
5	PAINTS & COATINGS ENTIRE BLDG	LS	1	$ 2,500.00	$ 4,500.00	$ 3,875.44
6	NEW METAL SOFFITS ENTIRE BLDG	LS	1	$ 8,500.00	$ 3,000.00	$ 4,062.44
	LYNGATE PARK - SCOREKEEPER STORAGE BLDG					
7	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 16,500.00	$ 6,000.00	$ 8,941.88
8	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1	$ 5,500.00	$ 375.00	$ 409.13
9	PREP & STUCCO 2ND FLOOR WALLS	LS	1	$ 8,500.00	$ 10,500.00	$ 7,708.21
10	PAINTS & COATINGS ENTIRE BLDG	LS	1	$ 6,500.00	$ 4,500.00	$ 2,080.79
11	**SUBTOTAL BASE BID FOR LYNGATE PARK**			$ 91,000.00	$ 67,250.00	$ 67,547.87
	SANDHILL CRANE PARK - OPERATIONS & CHILDRENS PAVILION					
12	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 26,500.00	$ 42,000.00	$ 53,405.27
13	REPAIR FACIA, SOFFIT & REPAINT AREAS AFFECTED	LS	1	$ 2,850.00	$ 2,500.00	$ 849.64
	SANDHILL CRANE - NORTH CONCESSIONS & SCOREKEEPER BLDG					
14	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 23,500.00	$ 29,750.00	$ 42,777.93
15	PAINTS 2ND FLOOR WALLS EXTERIOR	LS	1		$ 4,500.00	$ 960.08
16	**SUBTOTAL BASE BID FOR SANDHILL CRANE PARK**			$ 52,850.00	$ 78,750.00	$ 97,992.91
	VETERANS MEMORIAL AT RIVERGATE - RESTROOM DOOR REPLACEMENT					
17	REMOVE OLD & REPLACE NEW DOORS & FRAMES	LS	1	$ 7,500.00	$ 6,000.00	$ 6,293.83
18	**SUBTOTAL BASE BID FOR VETERANS MEMORIAL AT RIVERGATE**			$ 7,500.00	$ 6,000.00	$ 6,293.83
19	**GRAND TOTAL BASE BID**			**$ 151,350.00**	**$ 152,000.00**	**$ 171,834.60**
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE					
20	LYNGATE PARK BASKETBALL COURT PREP & INSTALL NEW SURFACE	LS	1	$ 6,500.00	$ 7,500.00	$ 7,110.40
21	LYNGATE PARK TENNIS COURT PREP & INSTALL NEW SURFACE	LS	1	$ 6,500.00	$ 7,500.00	$ 9,587.20
22	LYNGATE PARK - #1B - INSTALL NEW PLUMBING FIXTURES /SHEET A21	LS	1	$ 2,300.00	$ 7,000.00	$ 10,625.28
23	LYNGATE PARK - #2B - INSTALL REINOUS FLOORING IN RESTROOM /SHEET A21	LS	1	$ 3,800.00	$ 2,000.00	$ 3,577.60
24	LYNGATE PARK - #3B - PAINT THE INTERIOR OF THE RESTROOMS	LS	1	$ 1,550.00	$ 600.00	$ 1,399.04

1	Acknowledged all Addenda.	Yes	Yes	Yes
2	Submitted original 5% Bid Bond.	Yes	Copy only	Yes
3	Copy of current Insurance.	Yes	Yes	Yes
4	Review & accepted all City terms & conditions.	Yes	Yes	Yes
5	Submitted all licenses to perform the work.	Yes	Yes	Yes
6	Submitted Questionnaire.	Yes	Yes	Yes
7	Submitted all required federal forms.	Yes	Yes	Yes
8	Listed all subcontractors.	Yes	TBD	Yes
9	Submitted 5 projects similar in nature to this Bid.	Yes	Yes	Yes
10	Has the Bidder or any if its principals ever been declared bankrupt or reorganized under Chapter 11 or put in receivership?	No	No	No
11	Any pending or completed lawsuits involving the corporation, partnership or individuals with more than 10% interest?	None	None	None
12	Any judgments from lawsits in the last 5 years?	None	None	None
13	Any criminal violations and/or convictions of the Bidder and/or any of the partners?	None	None	None
14	Accepts Visa.	Yes	No	No
15	Discount using Visa.	0%	N/A	N/A
16	Submitted W-9 form.	Yes	Yes	Yes
17	Number of calendar days	240	240	240
18	Vendor Code of Ethics form	Yes	No	Yes

Non-Responsive Bidders:
Sports Surfaces, LLC

E-BID #20160012
E-Bid Reply Excel Spreadsheet
Building Repairs at Various Park Sites
Schedule "A"

Company Name: ____True Color Enterprises Const. Inc_____

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	LUMP SUM AMOUNT
	LYNGATE PARK - CONCESSION & SCOREKEEPER BLDG			
1	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 22,500.00
2	REMOVE & REINSTALL CANOPIES	LS	1	$ 2,500.00
3	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1	$ 6,500.00
4	PREP & STUCCO 2ND FLOOR WALLS	LS	1	$ 11,500.00
5	PAINTS & COATINGS ENTIRE BLDG	LS	1	$ 2,500.00
6	NEW METAL SOFFITS ENTIRE BLDG	LS	1	$ 8,500.00
	LYNGATE PARK - SCOREKEEPER STORAGE BLDG			
7	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 16,500.00
8	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1	$ 5,500.00
9	PREP & STUCCO 2ND FLOOR WALLS	LS	1	$ 8,500.00
10	PAINTS & COATINGS ENTIRE BLDG	LS	1	$ 6,500.00
11	**SUBTOTAL BASE BID FOR LYNGATE PARK**			$ 91,000.00
	SANDHILL CRANE PARK - OPERATIONS & CHILDRENS PAVILION			
12	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 26,500.00
13	REPAIR FACIA, SOFFIT & REPAINT AREAS AFFECTED	LS	1	$ 2,850.00
	SANDHILL CRANE - NORTH CONCESSIONS & SCOREKEEPER BLDG			
14	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1	$ 23,500.00
15	PAINTS 2ND FLOOR WALLS EXTERIOR	LS	1	
16	**SUBTOTAL BASE BID FOR SANDHILL CRANE PARK**			$ 52,850.00
	VETERANS MEMORIAL AT RIVERGATE - RESTROOM DOOR REPLACEMENT			
17	REMOVE OLD & REPLACE NEW DOORS & FRAMES	LS	1	$ 7,500.00
18	**SUBTOTAL BASE BID FOR VETERANS MEMORIAL AT RIVERGATE**			$ 7,500.00
19	**GRAND TOTAL BASE BID**			$ 151,350.00
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE			
20	LYNGATE PARK BASKETBALL COURT PREP & INSTALL NEW SURFACE	LS	1	$ 6,500.00
21	LYNGATE PARK TENNIS COURT PREP & INSTALL NEW SURFACE	LS	1	$ 6,500.00
22	LYNGATE PARK - #1B - INSTALL NEW PLUMBING FIXTURES /SHEET A21	LS	1	$ 2,300.00
23	LYNGATE PARK - #2B - INSTALL REINOUS FLOORING IN RESTROOM /SHEET A21	LS	1	$ 3,800.00
24	LYNGATE PARK - #3B - PAINT THE INTERIOR OF THE RESTROOMS	LS	1	$ 1,550.00

NOTES:

1.) The award will be based on line items 1 - 19 - Base Bid. Options may be added if funds are available.

2.) The City reserves the right to split the award by location that is in the best interest of the City.

True Color Enterprises Const. Inc

Bid 20160012

CHECKLIST

BID # 20160012

PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

Name of Bidder: True Color Enterprises Const. Inc.

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

- ✓ Bid Reply Sheet #20160012 with proper signatures upload to Demandstar.
- ____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- ✓ Drug-Free Workplace Form uploaded to Demandstar.
- ____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160012.
- ✓ 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 State of Florida General Contractor license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- ✓ Has reviewed the Contract and accept all City Terms and Conditions.
- ✓ Contractor's Questionnaire uploaded to Demandstar.
- ✓ Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- ✓ List of all sub-contractors with the Certification Regarding Lobbying form completed (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

E-Bid Reply Sheet #20160012

Building Repairs at Various park Sites
Community Development Block Grant (CDBG) Funded

1. **COMPANY NAME**: TRUE COLOR ENTERPRISES

DIVISION OF: _____

PHYSICAL ADDRESS: 4898 SW LAKE GROVE

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: PALM CITY FL 34990

TELEPHONE NUMBER: ( ) 772-215-3022 FAX NO. ( ) _____

CONTACT PERSON: ROY VALDES E-MAIL: ROYJOSEVALDES@GMAIL

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Florida

ROY VALDES
President

N/A
Vice President

N/A
Treasurer

How long in present business: 10 How long at present location: 10

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

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: Ø %

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 #19:_____
(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 #20160012 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

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY
	LYNGATE PARK - CONCESSION & SCOREKEEPER BLDG		
1	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
2	REMOVE & REINSTALL CANOPIES	LS	1
3	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1
4	PREP & STUCCO 2ND FLOOR WALLS	LS	1
5	PAINTS & COATINGS ENTIRE BLDG	LS	1
6	NEW METAL SOFFITS ENTIRE BLDG	LS	1
	LYNGATE PARK - SCOREKEEPER STORAGE BLDG		
7	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
8	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1
9	PREP & STUCCO 2ND FLOOR WALLS	LS	1
10	PAINTS & COATINGS ENTIRE BLDG	LS	1
11	**SUBTOTAL BASE BID FOR LYNGATE PARK**		XXX
	SANDHILL CRANE PARK - OPERATIONS & CHILDRENS PAVILION		
12	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
13	REPAIR FACIA, SOFFIT & REPAINT AREAS AFFECTED	LS	1
	SANDHILL CRANE - NORTH CONCESSIONS & SCOREKEEPER BLDG		
14	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
15	PAINTS 2ND FLOOR WALLS EXTERIOR	LS	1
16	**SUBTOTAL BASE BID FOR SANDHILL CRANE PARK**	XXX	XXX
	VETERANS MEMORIAL AT RIVERGATE - RESTROOM DOOR REPLACEMENT		
17	REMOVE OLD & REPLACE NEW DOORS & FRAMES	LS	1
18	**SUBTOTAL BASE BID FOR VETERANS MEMORIAL AT RIVERGATE**	XXX	XXX
19	**GRAND TOTAL BASE BID**	XXX	XXX
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE		
20	LYNGATE PARK BASKETBALL COURT PREP & INSTALL NEW SURFACE	LS	1
21	LYNGATE PARK TENNIS COURT PREP & INSTALL NEW SURFACE	LS	1
22	LYNGATE PARK - #1B - INSTALL NEW PLUMBING FIXTURES /SHEET A21	LS	1

23	LYNGATE PARK - #2B - INSTALL REINOUS FLOORING IN RESTROOM /SHEET A21	LS	1
24	LYNGATE PARK - #3B - PAINT THE INTERIOR OF THE RESTROOMS	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. The Lump Sum total shall be figured and 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.

Options may be used if funding is available. They are not a part of the base bid amount.

6. **INSURANCE/CERTIFICATES/LICENSE** - Bidders are required, in accordance with Bid document Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CERTIFICATION**

This bid is submitted by: Name (print) Roy Umbers 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 11/2/15

9. **Bidder has read and accepts the terms and conditions of the City's standard Contract**:

Signature _____ Title 11/2/15

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 1498 SW Lake Grove, this 7 day of Nov, 2015
(Location)

Name of Organization/Contractor: True Color Enterprises Inc

By: Rey Valdes - President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers

Name: True Color Enterprises Const Inc.
Address: 1898 SW Lake Grove Cir
Port City FL 34950

Telephone Number: 772-215-7022
Fax Number:

3. Contact person: Rey Valdes Email: Reyvaldes@gmail.com

4. Firm's previous names (if any). n/a

5. How many years has your organization been in business? 10

6. List five (5) Park Site renovation projects that include reroofing, replace siding, stucco work and painting improvements similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: City PSL City Hall Painting weatherproofing
Description & year completed: painting and weatherproofing
Elevation

Location: City PSL
Client Name, Phone Number & Email: City PSL
Value of Total Contract: $ 22500.00
Firm's Percentage of Total Contract: 100
Number of Change Orders: 0
Value of Change Orders: ~~$~~ $1250.00
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 2

Project Name: Parking Building Dept PSL Bldg B
Description and year completed: Nov 2015

Location: 121 SE Lyon Blvd
Client Name, Phone Number & Email: City PSL Jack Dawson
Value of Total Contract: $22,000.00
Firm's Percentage of Total Contract: 100
Number of Change Orders: 0
Value of Change Orders:
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 3

Project Name: Police Department Building E & D
Description and year completed:

Location: 121 PSL Blvd
Client Name, Phone Number & Email: City PSL Mary Beth Lee
Value of Total Contract: $ 22500.00
Firm's Percentage of Total Contract: 100
Number of Change Orders: 0
Value of Change Orders: $1250.00
Was Project Completed on Schedule: yes
Was Project Completed within Budget? yes

Project Number 4

Project Name: Comm Trans

Description and year completed: Exterior concrete restoration waterproofing & painting

Location: Jupiter Fl. 100 Ocean Trail Way

Client Name, Phone Number & Email: Larry Woodward

Value of Total Contract: $ 88,000.00

Firm's Percentage of Total Contract: 100

Number of Change Orders: (3)

Value of Change Orders: $12,500.00

Was Project Completed on Schedule: yes

Was Project Completed within Budget? yes

Project Number 5

Project Name: ~~[illegible]~~ Don Smith Pool

Description and year completed: Complete Remodel Exterior of structure w/new stucco siding. Installation of new in ground pool.

Location: Palm City 522 Pine Tree Lane

Client Name, Phone Number & Email: Don Smith

Value of Total Contract: $83,000.00 + $53,000.00 TOTAL $136,000.00

Firm's Percentage of Total Contract: 100

Number of Change Orders: (2)

Value of Change Orders: $12,500.00

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. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

Shannon Wilkins - Sydvan

Elite Roofing - Roofing

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

Bill Schmitt Mike Edwards

9. How will the Contractor be able to meet the strict project timeline and budget given the current work load, work force and equipment?

Smart Supervision

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: NONE

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

11. 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:

12. 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 (None)

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

(None)

(N/A is not an acceptable answer - insert lines if needed)

14. 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)

Signature

President

Title

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

The Coker Enterprises Const 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

11/9/15

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: True Color Painting Inc.

Corporate Title: _____

Address: 4998 SW Lake Grove Cir
Port City Fl. 34990
(Zip Code)

By: Roy Valdes (Print name) President (Print title)

_____ (Authorized Signature)

Telephone: ( ) 772-215-7022

Fax: ( ) _____

State License # CGC1510177 (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
SEALED E-BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name: True Color Enterprises

Authorized By: _____ Rey Valles
(Sign) (Print Name)

Title: President Date: 11/3/15

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Company Name: Tave Coban Enterprises Corp. Inc.

Authorized By: _____ Roy Vakes
(Sign) (Print Name)

Title: President Date: 11/5/15

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name: Dave Colon Enterprises

Authorized By: _____ Ray Valdes
(Sign) (Print Name)

Title: President Date: 11/7/16

E-BID #20160012

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

375-040-68
PROCUREMENT
06/11

Contract No: CGC1510177

Financial Project No(s): 20160012

Project Description: Various Park Site Updates

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: True Color Enterprises

Authorized Signature:

Title: President

Date: 11/10/15

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd. Stuart, FL 34994
(772) 288-5604

Account 2007-513-1449 Cert
Phone (772)215-7022 Sic No 233211
Location 4898 SW LAKE GROVE CIR PC

Prev Yr	$.00	Lic Fee	$26.25
	$.00	Penalty	$.00
	$.00	Coll Fee	$.00
	$.00	Transfer	$.00

TOTAL $26.25

TRUE COLOR ENTERPRISE CONSTRUCTION
TRUE COLOR ENTERPRISE CONSTRUCTION
VALDES, REIMUNDO JOSE
4898 SW LAKE GROVE CIR
PALM CITY, FL 34990

Has satisfied requirements to engage in the business, profession
or occupation of [illegible]
in [illegible] listed for the period beginning on the
01 Day of AUGUST
AND [illegible]

11 2014 44679 0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A $250 FINE. IF NOT PAID BY SEPT 30th A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25% PLUS COLLECTION COSTS WILL APPLY

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS

[illegible]
[illegible] FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW

CONSTRUCTION INDUSTRY EXEMPTION

[illegible] has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: [illegible] EXPIRATION DATE: 4/23/2016

FLBWC: [illegible] REINSURED: [illegible]

FEIN: [illegible]

BUSINESS NAME AND ADDRESS:

[illegible] ENTERPRISES CONSTRUCTION INC

[illegible]

[illegible] FL [illegible]

SCOPES OF BUSINESS OR TRADE:

[illegible]

[illegible]

[illegible] CERTIFICATE OF ELECTION TO BE EXEMPT REVISED [illegible] [illegible]

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

VALDES, REIMUNDO JOSE
TRUE COLOR ENTERPRISES CONSTRUCTION INC
P O BOX 962
PALM CITY FL 34991

Congratulations! With this license you become one of the nearly [illegible] Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from [illegible] to yacht brokers, from movers to barbeque restaurants and help keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to Department news letters and learn more about the Department's initiatives.

As mission of the Department is: License Efficiently, Regulate Fairly. We continually strive to serve you better so that you can serve your customers. Thank you for doing business in Florida and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1510177 ISSUED [illegible]

CERTIFIED GENERAL CONTRACTOR
VALDES, REIMUNDO JOSE
TRUE COLOR ENTERPRISES CONSTRUCTION

IS CERTIFIED under the provisions of Chapter 489
Expiration date: AUG 31, 2015

DETACH HERE

[illegible] GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1510177

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS
Expiration date: AUG 31, 2015

VALDES, REIMUNDO JOSE
TRUE COLOR ENTERPRISES CONSTRUCTION INC
P O BOX 962
PALM CITY FL 34991

ISSUED [illegible]

DISPLAY AS REQUIRED BY LAW

SEQ # [illegible]

TRUEC-1 OP ID: SS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/27/2015

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
Post Insurance & Financial, In
Katherine E Post
146 NW Central Park Plaza, 102
Port St. Lucie, FL 34986
Post Insurance

CONTACT NAME: Post Insurance
PHONE (A/C, No, Ext): 772-878-8184
FAX (A/C, No): 772-876-6292
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Accident Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
True Color Enterprises
Construction Inc
P O Box 952
Palm City, FL 34991

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			CPP0014846-00	06/24/2014	06/24/2015	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB		OCCUR				EACH OCCURRENCE	$
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	$
	DED		RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER — STLUC-1

St Lucie County
Contractor Licensing
2300 Virginia Ave
Fort Pierce, FL 34982

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
Katherine E Post

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Form **W-9**
(Rev. October 2018)
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.
Reimundo Jose Valdes

2 Business name/disregarded entity name, if different from above
True Color Enterprises Construction Inc.

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)

5 Address (number, street, and apt. or suite no.)
4898 SW Lake Grove Cir

Requester's name and address (optional)

6 City, state, and ZIP code
Palm City FL 34990

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
0 4 - 3 7 2 1 5 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 11/5/19

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,
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.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

State of Florida }

County of Martin }

Reinaldo J. Valdes, being first duly sworn, disposes and says that:
(Name/s)

1. They are President of TNE Color Graphics 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) President

STATE OF FLORIDA }
COUNTY OF St. Lucie}SS:

The foregoing instrument was acknowledged before me this 11-10-2015
(Date)

by: REY J. VALDES who is personally known to me or who has produced

LICENSE as identification and who did (did not) take an oath.

Joan M. Fuller JOAN M. FULLER
Notary (print & sign name)

JOAN M. FULLER
Notary Public - State of Florida
My Comm. Expires Aug 9, 2018
Commission # FF 121640
Bonded Through National Notary Assn.

Commission No.

E-Bid Reply Sheet #20160012

Building Repairs at Various park Sites
Community Development Block Grant (CDBG) Funded

1. **COMPANY NAME**: TRUE COLOR ENTERPRISES

DIVISION OF: _____

PHYSICAL ADDRESS: 4898 SW LAKE GROVE

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: Port City FL 34990

TELEPHONE NUMBER: ( ) 772-215-7022 FAX NO. ( ) _____

CONTACT PERSON: Rey Valdes E-MAIL: Reyjoseval@gmail

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? Florida

Rey Valdes
President

N/A
Vice President

N/A
Treasurer

How long in present business: 10 How long at present location: 10

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program Yes--No
If no, is your company planning to implement such a program? _____

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	11-10-15		
~~2~~	~~[illegible]~~		
2	11-10-15		

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.

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Office of Management and Procurement ("OMB") 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, OMB 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.

E-Bid Number: 20160012

Name of Organization/Proposer TRUE COLOR ENTERPRISES CONST INC.

Signature

Printed Name and Title President

Date 11/15/11

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.

20160012

SOLICITATION REQUEST

RECEIVED
OCT 19 2015
Procurement Management Department

Department: **Parks & Recreation 7210** Department Technical Specialist: **Ron Finks** Extension: **871-5389**

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) **Within this project, there will be two buildings that will have complete roof replacement, damaged T1-11 removed/replaced, and stucco installed to cover existing wood siding on second story only . It will also include resurfacing of two tennis courts and one basketball court at Lyngate Park. Three ADA door replacements at Rivergate Park, and two complete roof replacements at Sandhill Crane Park.**
Technical Specifications Attached: [ ] Yes [X] 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 **YES**
Estimated time frame for completion of project after award: **Must be completed by January 25, 2016**
Replacement: [X] Yes [ ] No Total Project Budgeted Amount: **$162,700.**
If professional services what is the estimated construction cost. **N/A** Any grant funds being used for consultants_____ construction_____ Type of Grant: **CDBG Funded Project 2015-16**
Liquidated damages amount (for construction only); **N/A**
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
118-5900	**118**	**5900**	**546100**	**Y1606**
118-5900	**118**	**5900**	**546370**	**Y1606**
118-5900	**118**	**5900**	**546100**	**00000**

Suggested Bidders: (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	E Mail	Contact Person
Grande Construction	575 NW Mercantile Pl, Port St Lucie, FL 34986	greg@grandefl.com	Greg

Reason for purchase or service: **Replace/repair damage wood siding and roofing on two, two story buildings to include three replacement windows and three ADA doors.**

If digging or trenching is required what is the depth? **N/A**
If work is in water, what is the depth? **N/A** Is the water navigable? **N/A**
If this is a building, how many stories? **Two, Two Story Buildings**

Sherman Conrad
Department Head Approval

10-19-15
Date

10/19/2015 Nov 16 – Jan 30

SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR

CITY OF PORT ST. LUCIE

BUILDING REPAIRS AT VARIOUS PARK SITES
Community Development
Block Grant (CDBG) Funded

Sealed Electronic Bid # 20160012
(E-BID)

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

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INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160012 for Building Repairs at Various Park Sites, CDBG Funded, in the City of Port Saint Lucie, 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 **November 10, 2015 at 11:15:00 A.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 Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **November 2, 2015** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms.

Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from Demandstar by Onvia.com you are not on record as a plan holder. The Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.

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 - 60.
- E-Bid Reply Sheet #20160012, pages 12 - 14 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Construction Plans, prepared by Architectural Building Corporation dated October 12, 2015, pages 1 – 21 (not included in E-Bid Specifications)
- Attachment B – Section 3 Clause, pages 1 – 2 (not included in E-Bid Specifications)
- Attachment C – Federal Labor Standards Provisions, pages 1 – 4 (not included in E-Bid Specifications)
- Attachment D – 29 CFR 5.5 Davis Bacon Regulations, pages 1 - 8 (not included in E-Bid Specifications)
- Attachment E- Davis Bacon Fact Sheet #66, pages 1 - 2 (not included in E-Bid Specifications)
- Attachment F - Whistleblowers Know Your Rights Poster, page 1 (not included in E-Bid Specifications)
- Attachment G – Vendor Code of Ethics, pages 1 -2 (not included in E-Bid Specifications)

Robyn Holder, CPPB
Procurement Manager

CAUTION: ***Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

Balance of page left intentionally blank

SEALED BID # 20160012
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Building Repairs at Various Park sites throughout the City. The project includes replacing the roofing, damaged siding, repairing stucco, replacing restroom doors and resurfacing the basketball and tennis courts in accordance with the construction plans. The project is funded by a Community Development Block Grant (CDBG).

It is the intent of the City to enter into a lump sum contract with one (1) qualified Contractor to provide all materials, supplies, labor, permits, and equipment necessary for the building repairs at the various park sites identified in the construction plans. All work shall be in accordance with the Construction Plans prepared by Architectural Building Corporation dated October 12, 2015. The construction on the concession and scorekeepers buildings at Lyngate Park must be done during the time period when the ball fields are not in use. The time period for this work would need to begin November 30, 2015 and be completed by February 5, 2016. This schedule is contingent upon the CDBG funding. If the funding is not secured by December 1, 2015 the concession and scorekeepers buildings at Lyngate Park will be moved to the month of July. The total Contract period is two hundred forty (240) calendar days. There is no option to renew.

The approved license for this work is a State of Florida General Contractor. A copy of said license is to be submitted with the Bid Documents. It is the Contractor's responsibility to verify with the City's Building Department that they possess the proper City licenses to perform the work prior to submitting a bid.

PARK LOCATIONS:

1.) Sandhill Crane Park, 2355 SE Scenic Park Drive
2.) Lyngate Park, 1301 SE Lyngate Drive
3.) Veterans Memorial at Rivergate Park, 2200 SE Veterans Memorial Parkway

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 Examination of Drawings, Site and Contract Documents - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. 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 #20160012. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. This project is funded through a Community Development Block

Grant (CDBG) and therefore federal law applies with regard to the award. The award will be to the lowest, responsive and responsible Bidder who meets the City standards.

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids - The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer - The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement - 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 #20160012 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, #20160012 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160012 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 #20160012.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160012. Totals shall agree with the E-Bid Reply Excel Spreadsheets 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 #20160012 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 #20160012 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160012, Contractor's Questionnaire, Substitute Sheet, Non-Collusion Affidavit of Prime Bidder, List of References, Contractor Verification Form, Buy America Certification, Certification Regarding Debarment, Certification Regarding Lobbying (all subcontractors listed must also submit this form), E-Verify Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20150002. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. **All subcontractors listed are to complete the Certification Regarding Lobbying Form and must be submitted with the Bid Documents.**

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur

until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.2 The selected Bidder will be required to obtain the following City permits:

- Lyngate Park: Reroofing on two (2) buildings are $515.00 each for a total of $1,030.00. Siding and stucco replacement on two (2) buildings are $154.10 each for a total of $308.20.
- Sandhill Crane Park: Reroofing on two (2) buildings are $515.00 each for a total of $1,030.00.
- Rivergate Park: Door Replacement is $175.10.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with their bid package.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the "Invitation to Bid" by removing all documents from Demandstar

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

2.3 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of not less than five percent (5%) of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement will be cause for the rejection of the bid.

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such

proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

3.3 Protests - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20160012

Building Repairs at Various park Sites
Community Development Block Grant (CDBG) Funded

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( )_____ FAX NO. ( )_____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

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 #19:_____
(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 #20160012 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

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY
	LYNGATE PARK - CONCESSION & SCOREKEEPER BLDG		
1	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
2	REMOVE & REINSTALL CANOPIES	LS	1
3	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1
4	PREP & STUCCO 2ND FLOOR WALLS	LS	1
5	PAINTS & COATINGS ENTIRE BLDG	LS	1
6	NEW METAL SOFFITS ENTIRE BLDG	LS	1
	LYNGATE PARK - SCOREKEEPER STORAGE BLDG		
7	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
8	PRESSURE WASH (NO HIGHER THAN 1500 PSI) & PAINT ENTIRE BLDG	LS	1
9	PREP & STUCCO 2ND FLOOR WALLS	LS	1
10	PAINTS & COATINGS ENTIRE BLDG	LS	1
11	**SUBTOTAL BASE BID FOR LYNGATE PARK**		XXX
	SANDHILL CRANE PARK - OPERATIONS & CHILDRENS PAVILION		
12	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
13	REPAIR FACIA, SOFFIT & REPAINT AREAS AFFECTED	LS	1
	SANDHILL CRANE - NORTH CONCESSIONS & SCOREKEEPER BLDG		
14	REMOVE OLD ROOF & INSTALL NEW METAL ROOF	LS	1
15	PAINTS 2ND FLOOR WALLS EXTERIOR	LS	1
16	**SUBTOTAL BASE BID FOR SANDHILL CRANE PARK**	XXX	XXX
	VETERANS MEMORIAL AT RIVERGATE - RESTROOM DOOR REPLACEMENT		
17	REMOVE OLD & REPLACE NEW DOORS & FRAMES	LS	1
18	**SUBTOTAL BASE BID FOR VETERANS MEMORIAL AT RIVERGATE**	XXX	XXX
19	**GRAND TOTAL BASE BID**	XXX	XXX
	OPTIONAL ITEMS - IF FUNDS ARE AVAILABLE		
20	LYNGATE PARK BASKETBALL COURT PREP & INSTALL NEW SURFACE	LS	1
21	LYNGATE PARK TENNIS COURT PREP & INSTALL NEW SURFACE	LS	1
22	LYNGATE PARK - #1B - INSTALL NEW PLUMBING FIXTURES /SHEET A21	LS	1

23	LYNGATE PARK - #2B - INSTALL REINOUS FLOORING IN RESTROOM /SHEET A21	LS	1
24	LYNGATE PARK - #3B - PAINT THE INTERIOR OF THE RESTROOMS	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. The Lump Sum total shall be figured and 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.

Options may be used if funding is available. They are not a part of the base bid amount.

6. INSURANCE/CERTIFICATES/LICENSE - Bidders are required, in accordance with Bid document Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

7. COMPLETION OF FORM - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. CERTIFICATION

This bid is submitted by: Name (print)_____ who is an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

_____ _____

Signature Date

9. Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at_____, this_____ day of _____, 2015
(Location)

Name of Organization/Contractor:_____

By:_____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers

   Name: _____
   Address: _____
   _____
   _____
   Telephone Number: _____
   Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business?_____

6. List five (5) Park Site renovation projects that include reroofing, replace siding, stucco work and painting improvements similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

   Project Number 1

   Project Name: _____
   Description & year completed: _____
   _____
   _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description and 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 and year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description and year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description and 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. **All subcontractors listed must complete a "Certification Regarding Lobbying" form and is to be included in the bid package. Attach all licenses and certifications that qualify them to perform the work.**

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

9. How will the Contractor be able to meet the strict project timeline and budget given the current work load, work force and equipment?

_____

_____

_____

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

11. 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:

_____

_____

_____

12. 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)

13. List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

_____ _____

Signature Title

*****(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*****

CITY OF PORT SAINT LUCIE
CONTRACT #20160012

This CONTRACT, executed this _____ day of _____, 2015, 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 Managers shall mean:

Ron Finks, or his designee.
City's Parks & Recreation Department
2195 SE Airoso Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 871- 5289 Fax: (772) 871- 5290
Email: rfinks@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160012, **Building Repairs at Various Park Sites, Community Development Block Grant (CDBG) Funded** including all Attachments, all Addenda, Construction Plans, sheets #1 through #21; Section 3 Clause, Federal Labor Standards Provisions; Davis-Bacon Act and all other restrictions and requirements are incorporated by this reference.

Scope of Work: The Contractor is to provide all materials, supplies, labor, and equipment necessary for the building repairs at the various park sites.

Building List:

1. Lyngate Park

   a) Concession & Scorekeeper Building
      i. Remove old roofing material to sheathing
      ii. Check all sheathing for damage and re-nail entire roof per spec
      iii. Apply peel and stick material to sheathing and prepare for new roof
      iv. New metal roof per specification
      v. Remove all exterior trim boards and dispose of properly
      vi. Remove damaged T 1-11 per the drawings and replace with plywood
      vii. Re-nail siding and prepare for stucco system
      viii. New stucco system for 2nd floor walls including all flashings
      ix. New elastomeric coating with paint per spec after stucco cure – approved paint supplier is Sherwin Williams
      x. New metal soffits and trim at all roof overhangs for this building
      xi. Optional Item 1B: Install new plumbing fixtures in restrooms / Sheet A21
      xii. Optional Item 2B: Install resinous flooring in restrooms / Sheet A21
      xiii. Optional Item 3B: Paint the interior of the restrooms – approved paint supplier is Sherwin Williams
      Optional items will only be approved if funding is available.

   b) Scorekeeper-Storage Building
      i. Remove old roofing material to sheathing
      ii. Check all sheathing for damage and re-nail entire roof per spec
      iii. Apply peel and stick material to sheathing and prepare for new roof
      iv. New metal roof per specification
      v. Remove all exterior trim boards and dispose of properly
      vi. Remove damaged T 1-11 per the drawings and replace with plywood
      vii. Re-nail siding and prepare for stucco system
      viii. New stucco system for 2nd floor covering T 1-11
      ix. New elastomeric coating with paint per spec – approved paint supplier is Sherwin Williams

   c) Basketball Court Resurfacing - Optional
      i. Prep and install new surface per the specification

   d) Tennis Court Resurfacing - Optional
      i. Prep and install new surface per the specification

2. Sandhill Crane Park

   a) Operations & Children's Pavilion
      i. Remove old roofing material to sheathing
      ii. Check all sheathing for damage and re-nail entire roof per spec
      iii. Apply peel and stick material to sheathing and prepare for new roof
      iv. New metal roof per specification
      v. Remove and replace skylights over the restrooms per drawings
      vi. Repaint interior light well at skylight down to ceiling – approved paint supplier is Sherwin Williams

vii. Repair and paint facia boards and soffits during roof replacement

b) North Concession & Scorekeeping Building
   i. Remove old roofing material to sheathing
   ii. Check all sheathing for damage and re-nail entire roof per spec
   iii. Apply peel and stick material to sheathing and prepare for new roof
   iv. New metal roof per specification
   v. Remove and replace trim along the 2nd floor wood adjoining the roof during roof replacement. Apply flashing per detail drawing to roofing. Re-nail siding with corrosion resistant nails and install new trim boards along the bottom of the wall. Caulk and paint 2nd floor walls and trim to match existing after flashing is installed and before roofing is installed to avoid damage to the new roof

3. Veterans Memorial at Rivergate Park
   a) Restroom Building
      i. Replace steel doors with new doors and frames
      ii. See scope of work per drawing sheet for specifics

All work shall be in accordance with the Construction Plans prepared by Architectural Building Corporation dated October 12, 2015.

Protection of the public is of primary importance and no access (other than city employees) will be allowed during work being performed on the buildings in this park. An isolation zone of twenty (20) feet shall be maintained at all times from the outside building line. Secure the perimeter with barricades or temp fencing during the period of work.

The Contractor will be responsible to maintain a safe and clean work site, being extremely cautions and controlling of overspray. The Contractor shall be extremely cautious while pressure washing of exterior of buildings not to exceed 1500 psi. The Contractor will protect adjacent areas not to be painted or pressure washed by taking appropriate measures. Areas to be protected include, but not limited to, are cameras, windows, doors, surrounding lawn, trees, shrubbery, patio floors, walkways, sprinkler systems, hardware, accessories, device plates, lighting fixtures and electric meters.

The Contractor shall, in accordance with OSHA standards, erect "wet paint" signs and temporary roping off around work areas shall be installed and maintained while work is in progress.

The cleaning of brushes, pans, painting supplies or tools is strictly prohibited using hoses, interior sinks, bathrooms, etc. located on the premises that could result in material entering the storm water system.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2015 and will terminate two hundred forty (240) calendar days thereafter on _____, 2016. 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 a lump sum in the amount of $ _____ as identified on Schedule A, plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section V 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.

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 #20160012 – Building Repairs at Various Park Sites 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).

Pursuant to Title VI of the Civil Rights Act of 1964 and other related federal and state laws and regulations, the City of Port St. Lucie will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status per Resolution 14-R162 adopted by City Council on November 10, 2014.

Title VI
Appendix A

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Codes of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulation), which are herein incorporated by reference and made a part of this Agreement.
(2) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
(3) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
(4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall certify to the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, on whole or in part.

(6) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation, the Florida Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter in such litigation to protect the interest of the United States.

Davis-Bacon Act - Wage Schedule for Contractors per CDBG Requirements:

Wage Rate Provision

For this Contract, payment of predetermined minimum wages applies. The U.S. Department of Labor Wage Rates applicable to this Contract are listed in Wage Rate Decision Number(s) **FL150040 09/25/2015 FL40** as modified up through ten (10) days prior to the opening of bids. Obtain the applicable General Decision(s) (Wage Tables) through the Department's website and ensure that employees receive the minimum wages applicable. Review the General Decisions for all classifications necessary to complete the project. If additional classifications are needed, request them through the City Project Manager.

When multiple wage tables are assigned to a Contract, general guidance of their use and examples of applicability are available on the Department's website. Contact the Department's Wage Rate Coordinator before bidding if there are any questions concerning the applicability of multiple wage tables. The URL for obtaining the Wage Rate Decisions is www.dot.state.fl.us/construction/wage.htm.

Contact the Department's Wage Rate Coordinator at (850) 414-4251 if the Department's website cannot be accessed or there are questions.

General Decision Number: FL150040 09/25/2015 FL40

Superseded General Decision Number: FL20140040

State: Florida
Construction Type: Building
County: St Lucie County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by

the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	03/06/2015
2	03/20/2015
3	09/25/2015

* ELEC0728-002 09/01/2015

	Rates	Fringes
ELECTRICIAN.....	$ 29.00	10.71

ENGI0487-010 07/01/2013

	Rates	Fringes
OPERATOR: Backhoe/Excavator.....	$ 28.32	8.80
OPERATOR: Concrete Pump, Truck Mounted		
With Boom Attachments When Manned With One Operator....	$ 29.05	8.80
With Boom Attachments With Two Operators.....	$ 25.80	8.80
OPERATOR: Crane		
All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; & All Type of Flying Cranes; Boom Truck.....	$ 29.05	8.80
Cranes with Boom Length Less than 150 Feet (With or without jib); Hydro Cranes 25 Tons & Under, & Over 50 Tons (With Oiler/Apprentice); Boom Truck.....	$ 28.32	8.80

OPERATOR: Mechanic.....$ 28.32 8.80
OPERATOR: Oiler.....$ 22.99 8.80

IRON0402-002 02/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	$ 22.29	7.90

PAIN0452-004 08/01/2014

	Rates	Fringes
PAINTER: Spray.....	$ 15.75	7.88

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* PLUM0630-002 07/01/2015

	Rates	Fringes
PLUMBER.....	$ 26.86	10.73

SHEE0032-003 12/01/2013

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation).....	$ 23.50	12.18

SUFL2009-036 05/22/2009

	Rates	Fringes
BRICKLAYER.....	$ 18.93	0.00
CARPENTER.....	$ 17.03	1.37
CEMENT MASON/CONCRETE FINISHER...	$ 14.00	0.00
INSULATOR - PIPE & PIPEWRAPPER...	$ 13.13	3.03
LABORER: Asphalt Shoveler.....	$ 7.88	0.00
LABORER: Common or General.....	$ 12.00	2.33
LABORER: Concrete Saw (Hand Held/Walk Behind).....	$ 12.63	0.00
LABORER: Mason Tender - Brick...	$ 10.75	0.00
LABORER: Mason Tender - Cement/Concrete.....	$ 12.83	1.90
LABORER: Pipelayer.....	$ 13.43	1.40
LABORER: Roof Tearoff.....	$ 8.44	0.00
LABORER: Landscape and Irrigation.....	$ 10.43	0.68
OPERATOR: Asphalt Spreader.....	$ 11.41	0.00

OPERATOR: Bulldozer	$ 16.21	0.00
OPERATOR: Distributor	$ 12.37	0.00
OPERATOR: Forklift	$ 14.00	0.00
OPERATOR: Grader/Blade	$ 13.73	0.00
OPERATOR: Loader	$ 15.15	5.45
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.75	0.00
OPERATOR: Roller	$ 10.94	0.00
OPERATOR: Screed	$ 13.05	0.00
OPERATOR: Tractor	$ 9.91	0.00
OPERATOR: Trencher	$ 11.75	0.00
PAINTER: Brush and Roller	$ 12.16	1.85
PIPEFITTER	$ 17.85	2.54
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs)	$ 12.00	0.00
ROOFER: Metal Roof	$ 17.10	0.00
SHEET METAL WORKER, Excludes HVAC Duct Installation	$ 15.62	2.03
TILE SETTER	$ 15.31	0.00
TRUCK DRIVER, Includes Dump Truck	$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck	$ 13.78	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate

(current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

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

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

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

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

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

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

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

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

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

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be

responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be

immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

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

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

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand ($1,000.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

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

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

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

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

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

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of (company name)

_____
Print Representative's Name

Sample Only

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2015.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			$_____	$_____
			$_____	$_____
			$_____	$_____
			$_____	$_____
			$_____	$_____
			$_____	$_____
			$_____	$_____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm:_____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By:_____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

LIST OF REFERENCES

OWNER'S NAME & ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

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. _____

BUY AMERICA CERTIFICATE OF COMPLIANCE

CERTIFICATE OF COMPLIANCE

COMPLIANCE

The Bidder hereby certifies that it will comply with the requirements of 23 C.F.R. 635.410, as amended, and utilize only iron or steel manufactured in the United States, or components made with iron or steel that meet the Buy America requirements. Bidder acknowledges that it will be required to produce Buy America certification(s) from the producer(s) of the steel or iron or components prior to incorporating any such materials into the work or project.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

CERTIFICATION REGARDING LOBBYING

The undersigned Bidder/Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying", 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the awards documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352 (1)-(2)(A), any person who makes a prohibited expenditure of fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure]

The Bidder/Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

*****ALL SUBCONTRACTORS ARE REQUIRED TO FILL OUT THIS FORM AND SUBMIT WITH BID PACKAGE*****

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160012
PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Company Name:_____

Authorized By:_____
(Sign) (Print Name)

Title:_____ Date:_____

E-BID #20160012

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

E-VERIFY

PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

375-040-68
PROCUREMENT
06/11

Contract No:_____

Financial Project No(s):_____

Project Description:_____

_____

_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant :

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm:_____

Authorized Signature:_____

Title:_____

Date:_____

CHECKLIST

BID # 20160012

PROJECT TITLE: Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

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 #20160012 with proper signatures upload to Demandstar.

_____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.

_____ Drug-Free Workplace Form uploaded to Demandstar.

_____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160012.

_____ 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 State of Florida General Contractor license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Contractor's Questionnaire uploaded to Demandstar.

_____Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Substitution Sheet; Buy America form; Certification Regarding Lobbying; Certification Regarding Debarment; E-Verify form; List of References, Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors with the Certification Regarding Lobbying form completed (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

_____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Construction Plans

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

Prepared by Architectural Building Corporation dated October 12, 2015

(21 Pages follow as a separate attachment)

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ATTACHMENT B

Section 3 Clause

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

(2 Pages follow as a separate attachment)

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ATTACHMENT C

Federal Labor Standards Provisions

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

(4 Pages follow as a separate attachment)

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ATTACHMENT D

29 CFR 5.5 Davis Bacon Regulations

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

(8 Pages follow as a separate attachment)

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ATTACHMENT E

Davis Bacon Fact Sheet #66

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

(2 Pages follow as a separate attachment)

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ATTACHMENT F

Whistleblowers Know Your Rights Poster

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

(1 Pages follow as a separate attachment)

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ATTACHMENT G

Vendor Code of Ethics

City of Port St. Lucie
Building Repairs at Various Park Sites
Community Development Block Grant (CDBG) Funded

(2 Page follows as a separate attachment)

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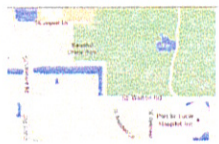
CITY OF PORT ST. LUCIE
PARKS & RECREATION

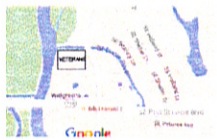
- LYNGATE PARK
  1301 SE LYNGATE DRIVE
- SANDHILL CRANE PARK
  2355 SE SCENIC PARK DRIVE
- VETERANS MEMORIAL AT RIVERGATE PARK
  2200 SE VETERAN'S MEMORIAL PKWY

OCTOBER 12, 2015

LYNGATE PARK



SANDHILL CRANE PARK



VETERANS MEMORIAL AT RIVERGATE PARK

SUMMARY SCOPE OF WORK:
THIS IS A SUMMARY ONLY, REFER TO DRAWINGS AND SPECIFICATIONS FOR DETAIL OF WORK TO BE PERFORMED AT EACH SITE.

CONTRACTOR SHALL BECOME FAMILIAR WITH THE SCOPE OF WORK AS DEFINED AND VISIT EACH SITE TO DETERMINE THE QUANTITY OF LABOR AND MATERIALS TO PROVIDE A COMPLETE SYSTEM AS OUTLINED IN THE DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFICATION OF ANY WORK ASSOCIATED OR INCIDENTAL TO COMPLETING THE TASKS DEFINED BY THESE DOCUMENTS.

NO ADDITIONAL COST WILL BE ALLOWED FOR FAILURE TO CONSIDER ALL ASPECTS OF THE WORK AND TO PROVIDE A COMPLETE SYSTEM THAT IS FBC COMPLIANT AND IN CONFORMANCE WITH THESE DOCUMENTS. DEVIATION FROM DETAILS FOR APPLICATION OF MATERIAL SYSTEMS IS REQUIRED TO BE REVIEWED FOR USE BY THE ARCHITECT OF RECORD PRIOR TO APPLICATION. REMOVAL AND REPLACEMENT AT THE SOLE EXPENSE OF THE CONTRACTOR WILL BE THE RESULT OF NON-REVIEW PRIOR TO APPLICATION.

ANY SUBSTITUTIONS OR ALTERNATES SHALL BE SUBMITTED WITH THE SUBMITTALS SEVEN CALENDAR DAYS FROM THE NOTICE TO PROCEED BY THE CITY OF PORT ST. LUCIE. ANY DELAY AS A RESULT OF INCOMPLETE SUBMITTALS SHALL BE BORNE BY THE CONTRACTOR AND SHALL BE RECORDED AS SUCH WITH THE SUBMITTAL RESPONSE. THE ARCHITECT OF RECORD SHALL HAVE 5 CALENDAR DAYS TO REVIEW AND RESPOND. EACH RE-SUBMITTAL AS A RESULT OF INCORRECT OR INCOMPLETE INFORMATION WILL RE-START THE REVIEW PERIOD OF 5 CALENDAR DAYS AND ANY DELAY AS A RESULT SHALL BE BORNE BY THE CONTRACTOR.

REVIEW OF SUBMITTALS DOES NOT CONSTITUTE APPROVAL NOR DOES IT PROVIDE JUSTIFICATION FOR DELAY DUE TO MATERIAL ORDERS PENDING SUBMITTAL RETURN. THE CONTRACTOR IS RESPONSIBLE FOR FULL COMPLIANCE WITH THE DOCUMENTS AND COMPLETION WITHIN THE TIME ALLOCATED BY THE CONTRACT WITH THE CITY OF PORT ST. LUCIE.

BUILDING LIST

1. LYNGATE PARK
   1.1. CONCESSION AND SCOREKEEPER BUILDING
      1.1.1. REMOVE OLD ROOFING MATERIAL TO SHEATHING
      1.1.2. CHECK ALL SHEATHING FOR DAMAGE AND RE-NAIL ENTIRE ROOF PER SPEC
      1.1.3. APPLY PEEL AND STICK MATERIAL TO SHEATHING AND PREPARE FOR NEW ROOF
      1.1.4. NEW METAL ROOF PER SPECIFICATION
      1.1.5. REMOVE ALL EXTERIOR TRIM BOARDS AND DISPOSE
      1.1.6. REMOVE DAMAGED T 1-11 PER THE DWG AND REPLACE WITH PLYWOOD
      1.1.7. RE-NAIL SIDING AND PREPARE FOR STUCCO SYSTEM
      1.1.8. NEW STUCCO SYSTEM FOR 2ND FLOOR WALLS INCLUDING ALL FLASHINGS
      1.1.9. NEW ELASTOMERIC COATING WITH PAINT PER SPEC AFTER STUCCO CURE
      1.1.10. NEW METAL SOFFITS AND TRIM AT ALL ROOF OVERHANGS FOR THIS BUILDING
   1.3. SCOREKEEPER-STORAGE BUILDING
      1.3.1. REMOVE OLD ROOFING MATERIAL TO SHEATHING
      1.3.2. CHECK ALL SHEATHING FOR DAMAGE AND RE-NAIL ENTIRE ROOF PER SPEC
      1.3.3. APPLY PEEL AND STICK MATERIAL TO SHEATHING AND PREPARE FOR NEW ROOF
      1.3.4. NEW METAL ROOF PER SPECIFICATION
      1.3.5. REMOVE ALL EXTERIOR TRIM BOARDS AND DISPOSE
      1.3.6. REMOVE DAMAGED T 1-11 PER THE DWG AND REPLACE WITH PLYWOOD
      1.3.7. RE-NAIL SIDING AND PREPARE FOR STUCCO SYSTEM
      1.3.8. NEW STUCCO SYSTEM FOR 2ND FLOOR COVERING T 1-11
      1.3.9. NEW ELASTOMERIC COATING WITH PAINT PER SPEC
   1.2. BASKETBALL COURT RESURFACING
      1.2.1. PREP AND INSTALL NEW SURFACE PER THE SPECIFICATION
   1.3. TENNIS COURT RESURFACING
      1.3.1. PREP AND INSTALL NEW SURFACE PER THE SPECIFICATION
2. SANDHILL CRANE PARK
   2.1. OPERATIONS AND CHILDRENS PAVILION
      2.1.1. REMOVE OLD ROOFING MATERIAL TO SHEATHING
      2.1.2. CHECK ALL SHEATHING FOR DAMAGE AND RE-NAIL ENTIRE ROOF PER SPEC
      2.1.3. APPLY PEEL AND STICK MATERIAL TO SHEATHING AND PREPARE FOR NEW ROOF
      2.1.4. NEW METAL ROOF PER SPECIFICATION
      2.1.5. REMOVE AND REPLACE SKYLIGHTS OVER THE RESTROOMS PER DWG
      2.1.6. REPAINT INTERIOR LIGHT WELL AT SKYLIGHT DOWN TO CEILING
      2.1.7. REPAIR AND PAINT FASCIA BOARDS AND SOFFITS DURING ROOF RELACEMENT
   2.2. NORTH CONCESSION AND SCOREKEEPER BUILDING
      2.2.1. REMOVE OLD ROOFING MATERIAL TO SHEATHING
      2.2.2. CHECK ALL SHEATHING FOR DAMAGE AND RE-NAIL ENTIRE ROOF PER SPEC
      2.2.3. APPLY PEEL AND STICK MATERIAL TO SHEATHING AND PREPARE FOR NEW ROOF
      2.2.4. NEW METAL ROOF PER SPECIFICATION
      2.2.5. REMOVE AND REPLACE TRIM ALONG THE 2ND FLOOR WOOD ADJOINING THE ROOF DURING ROOF REPLACEMENT. APPLY FLASHING PER DETAIL DWG TO ROOFING. RE-NAIL SIDING WITH CORROSION RESISTANT NAILS AND INSTALL NEW TRIM BOARDS ALONG THE BOTTOM OF THE WALL. CAULK AND PAINT 2ND FLOOR WALLS AND TRIM TO MATCH EXISTING AFTER FLASHING IS INSTALLED AND BEFORE THE ROOFING IS INSTALLED TO AVOID DAMAGE TO THE NEW ROOF.
3. VETERANS MEMORIAL AT RIVERGATE PARK
   3.1. RESTROOM BUILDING
      3.1.1. REPLACE STEEL DOORS WITH NEW DOORS AND FRAMES
      3.1.2. SEE SCOPE OF WORK PER DWG SHEET FOR SPECIFICS

GENERAL NOTE: PIPE PENETRATIONS HAVE BEEN OBSERVED TO POSSIBLY INTRUDE ON THE RIDGE CAPS OR VALLEY METAL. CUT OUT A SECTION OF ROOFING TO ALLOW FOR THE PIPE TO BE OFF-SET AWAY FROM THE RIDGE OR VALLEY (ANY OTHER OBSTRUCTION). OFF-SET THE PLUMBING VENT, ETC. FAR ENOUGH TO ALLOW PROPER APPLICATION OF THE BOOT (CENTER TO CENTER OF FRAMING) AND INSTALL NEW (MATCH EXISTING THICKNESS) SHEATHING PLYWOOD (NO LARGER THAN 1/2 SHEET-4X8). USE 2X BLOCKING AT UNSUPPORTED EDGES AND GALVANIZED DECK SCREWS 1 1/4" TO ANCHOR THE SHEET TO THE STRUCTURE. THIS IS A TYPICAL APPLICATION FOR ALL BUILDINGS.

CONTRACTOR SHALL PROVIDE A DUMPSTER FOR ALL TRASH AND DEBRI GENERATED FROM THE WORK. AT NO TIME SHALL THE CONTRACTOR USE EXISTING DUMPSTERS FOR TRASH DISPOSAL. KEEP THE SITE AND BUILDINGS CLEAN AND CLEAR OF ALL TRASH AND DEBRI. NO DOMESTIC GARBAGE WILL BE TOLERATED AT ANY OF THE SITES. THAT INCLUDES DRINK CUPS, CANS, FOOD WRAPPERS, AND PLASTIC BAGS. NO WARNINGS WILL BE GIVEN. IF CLEANUP IS DONE BY CITY EMPLOYEES, BACK CHARGES WILL BE TAKEN FROM THE CONTRACT FOR ALL HOURS EXPENDED AND THE COST OF VEHICLES, ETC.

PROTECTION OF THE PUBLIC IS OF PRIMARY IMPORTANCE AND NO ACCESS (OTHER THAN CITY EMPLOYEES) WILL BE ALLOWED DURING WORK BEING PERFORMED ON THE BUILDINGS IN THIS PARK. AN ISOLATION ZONE OF 20' SHALL BE MAINTAINED AT ALL TIMES FROM THE OUTSIDE BUILDING LINE. SECURE THE PERIMETER WITH BARRICADES OR TEMP FENCING DURING THE PERIOD OF WORK. FAILURE TO PROTECT THE PUBLIC WILL BE GROUNDS FOR THE CITY TO TAKE OVER THIS TASK AND BACK CHARGE THE CONTRACT FOR ALL COSTS INCURRED. NO EXCEPTIONS TO THIS WILL BE TAKEN.

DRAWING LIST:

A0 COVER SHEET
A1 GENERAL NOTES ROOFING
A2.1 GENERAL NOTES SOFFITS & ACCESSORIES
A2.2 GENERAL NOTES PAINT & STUCCO
A5 LYNGATE CONCESSION-SCOREKEEPER BLDG ROOF PLAN & ELEV
A5.1 LYNGATE CONCESSION-SCOREKEEPER BLDG ELEVATIONS
A6 LYNGATE SCOREKEEPER-STORAGE BLDG ROOF PLAN & ELEVATIONS
A12 SANDHILL CRANE MAINTENANCE & PLAYGROUND BLDG ROOF PLAN
A13 SANDHILL CRANE CONCESSION-SCOREKEEPER BLDG ROOF PLAN
A14 ROOFING DETAILS (1)
A15 ROOFING DETAILS (2)
A16 ROOFING DETAILS 5-9
A17 TYPICAL STUCCO DETAILS
A18 TYPICAL STUCCO SPECIFICATION
A19 LYNGATE PARK BASKETBALL & TENNIS COURT RESURFACING
A19.1 LYNGATE PARK BASKETBALL & TENNIS COURT RESURFACING SPEC
A20 VETERANS MEMORIAL @ RIVERGATE RESTROOM DOOR REPLACEMENT
A20.1 VETERANS MEMORIAL @ RIVERGATE RESTROOM DOOR REPLACEMENT SPEC
A20.2 VETERANS MEMORIAL @ RIVERGATE RESTROOM DOOR REPLACEMENT DETAILS
A22 ALTERNATE TOILET FIXTURE REPLACEMENT & RESINOUS FLOORING
A22.1 ALTERNATE RESINOUS FLOORING SPECIFICATION

General Notes

1. THIS SET OF DOCUMENTS REPRESENTS THE INTENDED SCOPE OF WORK FOR THE RENOVATIONS AND MODIFICATIONS TO FACILITIES AT THE PARK LOCATIONS INDICATED ON THE DOCUMENTS.
2. SITE VISITS AND CONFIRMATION OF QUANTITIES FOR THE SCOPE OF WORK IS MANDATORY FOR ALL CONTRACTORS PROVIDING A BID TO THE CITY OF PORT ST. LUCIE. NO ADDITIONAL COMPENSATION WILL BE AWARDED TO ANY CONTRACTOR FOR FAILURE TO VERIFY THE AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE PROJECT.
3. ALL WORK IS TO BE COMPLETED AS AN ASSEMBLY RELATIVE TO THE SCOPE OF WORK PERFORMED. THE SPECIFICATIONS INCLUDED WITH THESE DOCUMENTS ARE INTENDED TO REPRESENT THE MINIMUM REQUIREMENTS FOR COMPLIANCE. FAILURE TO PROVIDE THE MINIMUM REQUIREMENTS AS SPECIFIED WILL RESULT IN NON-PAYMENT FOR WORK PERFORMED UNTIL SUCH TIME THE MINIMUM REQUIREMENTS HAVE BEEN MET.
4. THE DIMENSIONS ARE REPRESENTATIVE OF MEASURED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDING CONTRACTOR(S) PRIOR TO BID.
5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE GOVERNED BY THE MOST STRINGENT REQUIREMENT OF THE TWO. THE ARCHITECT OF RECORD WILL MAKE THE SOLE DECISION AS TO THE MOST STRINGENT REQUIREMENT.
6. CONTRACTOR WILL PROVIDE AS-BUILT DRAWINGS TO THE CITY UPON COMPLETION OF THE WORK. TWO RED LINE HARD COPIES AND ONE ELECTRONIC COPY IN COLOR PRINT TO CLEARLY SHOW ANY CHANGES OR MODIFICATIONS FROM THE DRAWINGS. CONTRACTOR WILL HAVE EACH TRADE CONTRACTOR(SUBCONTRACTOR) KEEP A SET OF DOCUMENTS ON SITE TO BE MARKED UP IN RED INK ONLY. RETAINAGE RELEASE CAN BE WITHHELD UNTIL THIS IS COMPLETED.

STATE OF FLORIDA
LICENSED ARCHITECT
LAWRENCE LYNN DAUGHERTY
AR81818

Lawrence Daugherty

Digitally signed by Lawrence Daugherty
DN: cn=Lawrence Daugherty, o=Architectural Building Corp, ou=mail=ldaugherty@arcbldgcorp.com, c=US
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No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP

19234 US TER IN JUPITER FL
AA6600071
LC0674225

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project 15-002	Sheet A0
Date 10/12/2015	
Scale As Noted	

GENERAL ROOFING NOTES:

1 REMOVE OLD ROOFING COMPLETE TO THE SHEATHING. CHECK SHEATHING FOR DAMAGE. REPLACE DAMAGED SHEATHING AND RE-NAIL ALL OF THE ROOF WITH #8 RING SHANK NAILS 4" OC IN PERIMETER AND 8" OC IN THE FIELD

2 REQUEST INSPECTION BY PSL PROJECT MANAGER PRIOR TO INSTALL OF THE PEEL AND STICK UNDERLAYMENT. PHOTOGRAPHIC PROOF OF ATTACHMENT MAY BE REQUESTED AT THE EXPENSE OF THE CONTRACTOR. THIS IS IN ADDITION TO INSPECTION REQUIREMENTS WITH THE PSL BUILDING DEPARTMENT

3 PEEL AND STICK UNDERLAYMENT SHALL BE EQUIVALENT TO THE FOLLOWING

WeatherLock Specialty Tile and Metal. As manufactured by Owens Corning Roofing and Asphalt, LLC

- Polyester surface with skid resistant traction surface, self-adhering, self sealing, bituminous ice and water barrier
- Thermally stable in high temperatures up to 260 degrees Fahrenheit (126 degrees Celsius)
- Designed for use with mechanically fastened tile systems
- Roll Width 36 in (914 mm)
- Selvage 3 in (76 mm)
- Standards/Qualification. ASTM D1970, ASTM E108/ UL 790 (Class A Fire Resistance), CC-ESR 1783, CCMC 13403-R, Florida Product Approval (FL13073), and Miami-Dade County Product Approval (12-0509.05)

2 THE ROOFING BASIS OF DESIGN IS ENGLERT SERIES S1000, 24 GAUGE STEEL PANEL. FOREST GREEN COLOR SEE SPECIFICATION THIS SHEET

3 REMOVE AND REINSTALL ALL ACCESSORY DEVICES LOCATED ON THE ROOF. THIS INCLUDES BUT IS NOT LIMITED TO THE LIGHTNING PROTECTION SYSTEM, AUDIO SYSTEM, RAIN GAUGE SYSTEM, TELEPHONE, DATA, CABLE, ETC. DO NOT ATTACH EQUIPMENT THROUGH THE ROOFING SYSTEM TO THE BUILDING. USE S-5 CLIPS (MODEL AS RECOMMENDED BY MFG) FOR ALL ATTACHMENTS OF EQUIPMENT AND ACCESSORIES TO THE NEW ROOF SYSTEM. PROVIDE SUBMITTALS AND SHOP DRAWINGS FOR ATTACHMENT METHOD TO BE USED THAT IS FBC APPROVED FOR HVHZ WIND AS INDICATED ON THE BUILDING DRAWINGS. PROTECT FROM DAMAGE ANY EQUIPMENT OR ACCESSORY REMOVED. REPLACEMENT WILL BE AT THE EXPENSE OF THE CONTRACTOR. CONFIRM CONDITION OF THE EQUIPMENT WITH THE PSL PROJECT MANAGER UPON REMOVAL FROM THE ROOF. COORDINATE PROTECTED STORAGE WITH PSL

4 PROVIDE BOOTS AND ACCESSORIES FOR ALL ROOF PENETRATIONS. WHERE PENETRATIONS WILL INTERFERE WITH ROOFING SYSTEMS, PROVIDE TRADE ASSISTANCE (PLUMBING, HVAC) TO RELOCATE VENTS, ETC FOR COMPLIANCE WITH MANUFACTURERS RECOMMENDED APPLICATIONS. REMOVE UP TO 1 SHEET OF ROOF SHEATHING AS REQUIRED TO MOVE INTERFERENCES INTO LOCATIONS NON-CONFLICTING WITH PROPER ROOF INSTALLATION. IDENTIFY ANY SUCH CONDITIONS FROM MANDATORY SITE VISIT FOR EACH BUILDING. NO ADDITIONAL COST WILL BE ALLOWED FOR NON-IDENTIFICATION OF EXISTING CONDITIONS

5 REMOVE AND REINSTALL ALL GUTTER SYSTEMS ALONG THE ROOF EDGE. CAULK AND PAINT THE FACIA (COLOR TO MATCH EXISTING OR AS SPECIFIED) PRIOR TO INSTALLING FLASHINGS AND REINSTALLING GUTTER SYSTEM

6 REPLACE ANY ROTTED OR DAMAGED FACIA MATERIAL (SEE NOTE 4 FOR IDENTIFICATION) WITH NEW MATERIALS. PRIME AND PAINT ONE COAT PRIMER-2 COATS OF PAINT MINIMUM

7 PRESSURE WASH ALL EXISTING EXTERIOR SURFACES SUCH AS SOFFITS, STUCCO, ETC. DO NOT WET THE T 1-11 PRIOR TO COVERING WITH TYVEK SYSTEMS IN PREPARATION FOR STUCCO. DELAYS DUE TO NOT ADHERING TO THIS SPEC WILL BE BORNE BY THE CONTRACTOR

8 REPAIR SOFFITS IF DAMAGED WITH SIMILAR MATERIALS AND REPAIR ALL STUCCO AREAS WITH CRACKS OR CHIPS PRIOR TO PAINTING PREP. CAULK ALL AREAS ADJOINING STUCCO TO OTHER SURFACES WITH A SILICONE BASED PAINTABLE CAULK. PROVIDE A SUBMITTAL FOR ALL MATERIALS TO THE ARCHITECT OF RECORD

9 CONTRACTOR SHALL ENSURE ALL FINISHED SURFACES ARE PROTECTED FROM OTHER TRADES WORK. THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPLACEMENT OF FINISHED WORK DUE TO NEGLIGENCE IN ALLOWING DAMAGE BY OTHER TRADES

10 SAFETY AND SECURITY AT ALL FACILITIES MUST BE MAINTAINED AND IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE A SAFE WORKING ENVIRONMENT AND TO KEEP THE PUBLIC SAFE FROM HAZARDS ASSOCIATED WITH THIS WORK. PROVIDE A MANDATORY SAFETY AND SECURITY PLAN AS A SUBMITTAL TO THE CITY OF PORT ST LUCIE FOR APPROVAL OUTLINING THE METHODS TO ENSURE PUBLIC SAFETY AT EACH OF THE BUILDINGS DURING CONSTRUCTION. THIS IS REQUIRED FOR ALL PHASES OF WORK AT EACH BUILDING AND FOR WORK AT AREAS SUCH AS THE TENNIS COURTS AND BASKETBALL COURT. ADHERENCE TO THE ACCEPTED PLAN BY PSL WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR

SECTION 07410 – MANUFACTURED ROOF AND WALL PANELS
SECTION 07610 – SHEET METAL ROOFING

PART I – GENERAL

1.01 WORK INCLUDED

Providing all labor, materials, tools, equipment and services to furnish and install metal roofing, wall panels/siding, flashing, trim and such other accessories to make the system complete and weathertight, as indicated on the drawings and specified herein

1.02

1.03 QUALITY ASSURANCE

A. Installation. By a roofing/sheet metal contractor with at least a minimum of five years experience in similar type of construction and documenting successful completion of contracts for projects similar in size, scope and products.

B. Before Fabrication. The contractor shall take field measurements of the structure and substrates indicated and specified to ensure that panel lengths and brakeformed flashings are dimensioned accurately to facilitate easy installation. Fabrication shall not begin until all field conditions have been verified. Allow for sufficient trimming of panel units at eaves, valleys, and gables prior to fabrication.

1.04 REFERENCES

A. SMACNA (Sheet Metal and Air Conditioning Contractors National Association, Inc) Architectural Sheet Metal Manual

B. NRCA (The National Roofing Contractors Association) Roofing and Waterproofing Manual (including Construction Details), and Handbook of Accepted Roofing Knowledge & Manufacturer's Construction Details Handbook

D. AISC Steel Construction Manual

E. AISI Cold Formed Steel Design Manual

1.05 SUBMITTALS

A Submit product literature, shop drawings, and samples for approval prior to commencement of work

B. Product Literature:
1. Manufacturer's descriptive literature
2. Manufacturer's standard color chart

C. Shop drawings are to be a small scale layout of roof plan and elevation, indicating the extent of work to be performed. Include sections of roof, fascia, walls, siding and soffits, for each condition, detailing flashing and trim for different conditions, such as eaves, outside/inside corners, ridge, valleys, gutters, end wall terminations, closures, etc, showing a full and complete installation. Show securement of panels and clips, spacing, type and number of fasteners, as recommended by the Manufacturer. Do not use the details from the architectural drawings for shop drawing submittals.

D. Submit 20" long sample panel indicating the metal, gauge, color, texture, and finish proposed

E. Submit Manufacturer's warranty covering the substrate (metal) against rupture, perforation, and structural failure due to normal atmospheric corrosion for twenty five (25) years

F. Submit Manufacturer's thirty five (35) year warranty on paint finish against cracking, peeling, blistering, chalk, and color change

G. Submit test reports complying with finish specifications per section 2.05.1 through 2.05.8

1.06 DELIVERY, STORAGE, AND HANDLING

A. Unload and store materials at job-site to protect them from any damage

B Inspect delivered material. Prevent interference by other trades or any other adverse job conditions
C Store materials above ground, on skids. Protect material with waterproof covering and allow sufficient ventilation to prevent condensation build-up or moisture entrapment in the materials

1.07 WARRANTY

A. Manufacturer shall warrant the metal roof against rupture or perforation or from structurally failing due to normal atmospheric conditions for a period of twenty five (25) years. In addition, Manufacturer shall provide a 35-year finish warranty against peeling and blistering, chalk, and fade (color change)

B. Installer shall provide a written warranty for two (2) years from the date of final completion and acceptance, guaranteeing materials and workmanship for watertightness, weathertightness, and against all leaks. During the initial two (2) year period, the installer shall assure weathertightness and watertightness of the roof, without any cost to the building owner

PART II – PRODUCTS

2.01 BASIS OF DESIGN
MANUFACTURER – ENGLERT

SERIES S 2000
1-3/4" High Structural Architectural Snap-Lock Standing Seam

The series 2000 may be specified for application over solid deck or over purlins or over metal deck with rigid insulation. The Series 2000 Panel System can also be secured with bearing plates and clips through the insulation to the metal deck. Minimum Pitch 3/12. Specify as required 2.02

A. Panel System shall be the Englert Series 2000, 1-3/4" high, 16" wide Structural Standing Seam Snap-Lock System with sealant applied at the panel interlock. The panels shall have baked on finish as specified in Section 2.05 hereunder, in Forest Green Color. Alternate roofing systems that can meet the minimum requirements as specified by this Manufacturer will be considered as long as there is compliance with all requirements including the equipment attachment methods

B. Substrate
24 Gauge baked on finish over Galvalume ASTM A-792-85, AZ55, 50 KSI yield point, 52 KSI tensile strength
tensile strength

C. Performance
1. Panel shall meet the requirements of Underwriter's Laboratories, Inc. for Class 90 wind uplift resistance
2. Air Infiltration: No greater than 0.004 CFM/FT2 at a test pressure of 1.57 PSF and 0.009 CFM/FT2 at a test pressure of 6.24 PSF per ASTM E-283-73
3. Water Resistance. When tested for 5 gallons per minute spray for 15 minutes duration at each test pressure of 1.57 PSF, 6.24 PSF, 12.5 PSF, and 15 PSF, there shall be no evidence of water penetration, per ASTM E-331-10
4. Panel shall display a flame spread classification of a Class I when tested in accordance with ASTM E-84-87

5. Panel shall be tested and conform to the requirements of the modified ASTM E-330 static pressure differential test

6. Panel shall be tested and conform to the requirements of the Miami Dade, Florida non-structural roofing system criteria, product approval number must be supplied for the roofing and all accessories for permitting with the City of Port St. Lucie

7. Panel shall be tested and conform to requirements of the ASTM E1592 wind up-lift criteria

8. Panel system shall be tested in accordance with ASTM E-1680-95 standard test method for rate of air leakage through exterior metal roof panel systems
9. Panel system shall be tested in accordance with ASTM E-1646-95 standard test method for water penetration of metal roof panel system by uniform static air pressure difference

F. METAL SOFFIT IS REQUIRED

A. SEE SOFFIT SPECIFICATION

2.04 FABRICATION

A. Panel Construction. Panels shall be uniformly dimensioned, roll formed to exact lengths to avoid trimming. The panel system shall be anchored as recommended by the Manufacturer. All fasteners shall be concealed. Panels shall be continuous from ridge to eaves with no end laps. There shall be no face penetration of panels, except as approved by the architect for securing panels to facilitate directional expansion/contraction

B. Flashing and Trim. All exposed standard or special flashing/trim and such other brake formed in the same gauge, color, and finish to match roofing panels, furnished with protective strippable film to be removed upon installation

C. Accessories such as clips, closures, fasteners, etc, shall be as recommended by the Manufacturer

2.05 PERMACOLOR 3500 FINISH – (35-Year Warranty)

A. Englert's PermaColor 3500 standard 35-year color coatings comprises of a .8 to .9 mil full strength 70% Kynar 500 fluorocarbon (Polyvinylidene Fluoride PVF2) coating over a urethane primer of .2 to .3 mil on the finish side, with primer and a wash coat on the reverse, on steel with just a wash coat on aluminum. Face film thickness 1.0 mil ± .2 mil

2.05.1 FILM THICKNESS

Topside Finish: Primer shall be .2-.3 mil. Kynar 500 top coat shall be .8 – .9 mil. Reverse side finish shall be .3 – .5 mil primer with a wash coat. Total dry film thickness for the coating system shall be 1.00 mil nominal. All measurements per NCCA Technical Bulletin II-4 or ASTM D1005-84

2.05.2 SPECULAR GLOSS

As determined per ASTM D523-85 at a glossmeter angle of 60 degrees. 30% maximum specular reflectance

2.05.3 HUMIDITY RESISTANCE

No blistering, cracking, peeling, loss of gloss or softening of the finish after 3000 hours aluminum 1000 hours coated steel, of exposure at 100% humidity at 95 degrees F, per Federal Test Method Standard 141, Method 6201 or ASTM D2247-87.

2.05.4 SALT SPRAY RESISTANCE

Samples diagonally scored and subjected to 5% – at 95 degrees F, neutral salt spray per ASTM B117-85, then taped with Scotch #610 cellophane tape. 3000 hours aluminum/1000 hours coated steel, no blistering and no loss of adhesion greater than 1/8 from score line. (Samples taped one hour after removal form test cabinet)

2.05.5 CHEMICAL RESISTANCE

No effect after 24 hour exposure of a 10% solution of hydrochloric acid, and 18-hour exposure to 20% sulfuric acid, per ASTM D1308-85, including exposure to 10% muriatic acid and nitric acid fumes

2.05.6 CHALKING RESISTANCE

No chalking greater than #8 rating, per ASTM D4214-86 test procedure after a 5000-hour weatherometer test.

2.05.7 COLOR CHANGE

Finish coat color change shall not exceed 5 NBS units per ASTM D-822-86, ASTM G-23-88 and ASTM D2244-85 (south Florida 10-years) test procedure after 5000-hour weatherometer test.

2.05.8 ABRASION RESISTANCE

Shall pass 60 liters/mil, minimum of falling sand per ASTM D968-81. Method A

PART III – EXECUTION

3.01 INSPECTION

A Verify substrate is uniform, even and symmetrical by running a string test inspect to assure that all sub-structure/framing members are flat and insulation is embedded symmetrically so when the metal panels are applied, they will not appear wavy or distorted

B After removal of the old roofing system and cleaning of the roof sheathing, inspect the sheathing surface for damage. Notify the City Project Manager with any areas that will not conform to requirements of the project. Re-nail the entire sheathing surface with #8 ring shank nails prior to placement of the peel and stick underlayment. Have the roof inspected by the City Building Department prior to covering up the bare surface with peel and stick

C In the event of unsatisfactory conditions of the substrate, inform the Owner's onsite representative and provide a detail description to the Architect. Do not continue installation until unsatisfactory conditions are corrected or there is authorization by the Owner (Owner's Representative) to proceed with written instruction

D Do not proceed with installation until adjoining areas scheduled for stucco treatment have been stuccoed and washed down. Do not wash down acid residues from stucco directly over the metal panels. Provide flashings and all accessories for the stucco flashing at the new roof. The flashing at the roof is the roofing contractors responsibility to ensure that it complies with the warranty of the roof. Coordinate with stucco contractor for installation of flashings and accessories for the roof system

E Commencement of installation shall signify acceptance of the substrate and adjacent conditions as being proper and acceptable for treatment of roofing

3.02 INSTALLATION

A. The metal panel system shall be installed plumb, level, and straight over peel and stick ice and water shield underlayment. See specification

B. The (standing, batten) seam shall be equidistant and shall align for corners, hips, valleys, mullions, and columns in accordance with architectural design parameters as shown on the drawings

C. Installation shall be made in accordance with Manufacturer's recommended procedures and layout drawings

Manufacturer's of construction Details Handbook, SMACNA Architectural Sheet Metal manual, NRCA Roofing and Waterproofing Manual and Handbook of Roofing Knowledge shall be used as guides and details whenever applicable

D. No face penetrations or perforation shall be made in metal panels by fasteners without architect's specific approval. All panels shall be continuous from ridge to eaves with no horizontal end laps

E. End lap all flashing and trim at least 3". All gutters must me mitered, soldered and caulked with a lining of Ice and Watershield applied at the laps to make it watertight. All butt joints must be caulked. Soldered areas shall be counter- flashed or painted to match. all valleys shall be treated with a layer of Ice and Watershield spread out at least 24" each side from the center of the valley, on both sides, before applying valley flashing. End lap at least 6" at joints

F. Exercise proper care during installation to avoid damage or scratching of the panels. Avoid walking over the metal roof after installation is completed

3.03 CLEANING AND PROTECTION

A Peel of any strippable film on flashing as they are installed
B Complete all items on punch list

C Touch up all minor scratches and spots
D Remove all debris resulting from work under this Section
E Protection of the finish work is the responsibility of each trade contractor. Any roofing replacement due to damage will be the responsibility of this contractor and it is their responsibility to settle any disputes with other trades over damages to their finished product

ALTERNATE ROOFING SYSTEMS MUST BE COMPLIANT WITH MIAMI DADE OR FBC PRODUCT APPROVAL FOR HIGH VELOCITY WIND ZONES. COMPATABILITY WITH S-5 SYSTEMS (OR EQUIVALENT SYSTEM) IS REQUIRED FOR ATTACHMENT OF EQUIPMENT AND ACCESSORY ITEMS TO THE ROOF

ACQUIRE ALTERNATE ACCEPTANCE OF A MANUFACTURERS PRODUCT PRIOR TO BID FROM THE ARCHITECT OF RECORD. SUBMIT A PROFILE OF THE ROOF SYSTEM AND ANY NOA'S APPLICABLE

PROVIDE PRODUCTS THAT CONFORM TO TEST REQUIREMENTS AND COMPLIANCE WITH WARRANTY TIME PERIODS. INSTALLATION BY A ROOFING CONTRACTOR WITH A MINIMUM OF 5 YEARS OF EXPERIENCE INSTALLING THE SPECIFIC ROOF MANUFACTURER'S PRODUCT IS MANDATORY

A LETTER ON THE MANUFACTURER'S LETTERHEAD INDICATING ACCEPTANCE OF THE ROOFING CONTRACTOR BY THE MANUFACTURER AND AN INTENT TO PROVIDE A WARRANTY BASED ON THE INSTALLATION BY THIS ROOFING CONTRACTOR IS REQUIRED WITH THE SUBMITTALS

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4. THE DIMENSIONS ARE REPRESENTATIVE OF MEASURED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDING CONTRACTOR(S) PRIOR TO BID

5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE GOVERNED BY THE MOST STRINGENT REQUIREMENT OF THE TWO. THE ARCHITECT OF RECORD WILL MAKE THE SOLE DECISION AS TO THE MOST STRINGENT REQUIREMENT

STATE OF FLORIDA · REGISTERED ARCHITECT · AR91619

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP
15294 101 TER. N. JUPITER FL
AA26001071
CGC1516228

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
GENERAL NOTES
ROOFING

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PARKS & RECS 9/12/2015 CFC DOC 10-12-2015

GENERAL NOTES

1. PROVIDE PERFORATED SOFFIT AT ALL LOCATIONS INDICATED ON THE DRAWINGS FOR APPLICATION OF NEW SOFFITS
2. PROVIDE ALL BLOCKING AND SUPPORT CAPABLE OF ADHERENCE TO THE REQUIREMENTS OF THE FBC AND WIND LOAD REQUIREMENTS AS SPECIFIED
3. ALL SOFFITS SHALL MEET OR EXCEED THE CAPABILITY TO RESIST WIND LOAD REQUIREMENTS AS FOLLOWS
   - 3.1 PER ASCE 7-10 SIMPLIFIED DESIGN WIND PRESSURES
   - 3.2 -48.3 PSF IN ZONE EOH AND -53.3 PSF ZONE EOH
4. PROVIDE SUBMITTALS FOR THE APPLICATION AND THE REQUIRED ACCESSORIES FOR A COMPLETE COMPLIANT ASSEMBLY
5. THE BASIS OF DESIGN SPECIFICATION IS FOR PETERSEN ALUMINUM CORP FLORIDA PRODUCT APPROVAL FL-16582-R1 WITH WOOD FURRING
6. INSTALL SOFFITS PER AN APPROVED NOA
7. APPLY THE SOFFITS IN A LEVEL APPLICATION FROM THE FACIA TO THE WALL. PROVIDE BOX DOWN CORNERS FOR AREAS THAT CHANGE IN ELEVATION WITH ALUMINUM MATERIAL COVERS TO FORM A COMPLIANT TRANSITION THAT IS WIND RESISTANT TO THE SPECIFIED PSF THAT REQUIRES NO PAINTING. NO EXPOSED WOOD TRANSITIONS WILL BE ALLOWED. SEAL ALL CONNECTIONS TO THE BUILDING WITH CAULK.
8. STUCCO CONTRACTOR WILL WORK TO A CLEAN LINE ALONG THE NEW SOFFIT USING A STUCCO STOP. PROTECTION OF THE FINISHES WILL BE THE RESPONSIBILITY OF ALL TRADE CONTRACTORS.
9. CLEANING OF FINISHED PRODUCT IS REQUIRED AFTER ALL WORK IS COMPLETE. NO EXCEPTIONS.

SECTION 07410

PREFORMED ALUMINUM SOFFIT PANELS, SOLID AND PERFORATED

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A This section covers the pre-finished, pre-fabricated Factory Manufactured Aluminum Soffit System. All metal trim, accessories, fasteners, insulation and sealants indicated on the drawings are part of this section

B Related Work Specified Elsewhere

1 Roof Deck structural steel, flat roof systems, preformed metal standing seam roofing, perimeter edge systems, roof hatches, firestopping not included in this section

1.2 QUALITY ASSURANCE

A Petersen Aluminum Corp, Acworth GA 800-272-4482 products establish a minimum of quality required

B Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project

1.3 SUBSTITUTIONS

A The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution

1.4 SYSTEM DESCRIPTION

A Material to comply with

1 ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

1.5 SOFFIT SYSTEM PERFORMANCE TESTING

A Soffit System shall be designed to meet Standard Building Code wind load requirements

B Soffit System shall be designed to meet applicable Local Building Code and the Soffit System shall have been tested by the Manufacturer per ASTM E-330 and have the applicable Load Tables published from this Air Bag testing for negative loads

1.6 WARRANTIES

A Finish warranty Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period

1 Exposed Panels Finish – deterioration includes the following

a Color fading more than 5 hunter units when tested according to ASTM D 2244

b Chalking in excess of a No 8 rating when tested according to ASTM D 4214

c Cracking, checking, peeling or failure of a paint to adhere to a bare metal

2 Warranty Period 20 Years from the date of substantial completion

1.7 SUBMITTALS

A Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation

B Provide finish samples of all colors specified

C LEED Submittals

1 Product data for credit MR 41 and credit MR 42 indicating the percentages by weight of postconsumer and preconsumer recycled content for products having recycled content

1.7 DELIVERY, STORAGE AND HANDLING

A Deliver components, sheets, metal soffit panels and other manufactured items so as not to be damaged or deformed. Package metal soffit panels for protection during transportation and handling

B Unload, store and erect metal soffit panels in a manner to prevent bending, warping, twisting and surface damage

C Stack metal soffit panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal soffit panels to ensure dryness. Do not store metal soffit panels in contact with other materials that might cause staining, denting or other surface damage

D Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation

1.8 PROJECT CONDITIONS

A Weather Limitations proceed with installation only when existing and forecasting weather conditions permit metal roof panel work to be performed

B Field Measurements. Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication

PART 2 – PRODUCTS

2.1 PANEL DESIGN

A Soffit panels shall be 12" wide by 5/8" deep and manufacturer shall be able to provide all three options of panel surface Full Vent, Half Vent or Solid Soffit in the specified color (s)

2.2 ACCEPTABLE MANUFACTURERS

A This project is specified around the roofing product of Petersen Aluminum Corporation, Petersen Aluminum Corp, Acworth, GA, 800-272-4482, PAC-850 Soffit

B Other acceptable manufacturers, if they comply with specification

1 MetCO, Tucker, GA Soffit Panel only

2 ATAS Aluminum, Allentown, PA "Wind-Lock" Panel only

2.3 MATERIALS AND FINISHES

A Materials ASTM B-209 quality aluminum 3105-H14 Alloy and Temper material. Aluminum shall be tension leveled (temper passed and stretcher leveled) with camber of a maximum of 1/4" in 20 feet, manufactured in the USA, and shall be .032" thick aluminum, US standard grade

1 Color shall be PAC-CLAD Kynar 500 •Standard Pac-Clad Finish

2 Panel Surface shall be Full Vent Half Vent Solid

B Finishes Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of .070 to .090 mil over .025 to .031 mil prime coat to provide a total dry film thickness of .095 to .125 mil Finish shall conform to tests for adhesion, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier

C Field protection must be provided by the Contractor at the job site so material is not exposed to weather and moisture

D If any strippable film coating is applied to any pre-finished panels or materials for protection during shipping, strippable film shall be removed prior to installation

E Forming use continuous and rolling method No end laps on panels No "portable rollforming" machines will be permitted on this project, no installer-owned or installer-rented machines shall be permitted It is the intent of the Architect to provide Factory-Manufactured soffit systems only for this project

F Trim Trim shall be fabricated of the same material and finish to match the profiled sheeting and press broken in lengths of 10 – 12 feet Trim shall be formed only by the manufacturer or their approved dealer Trim to be erected in overlapped condition Use lap strips only as indicated on drawings Miter conditions shall be factory welded material to match the sheeting

G Fasteners Fasteners shall be 400 series stainless steel, dished washers stainless steel with bonded neoprene

H Zees Where required by design of primary structural framing system, zees shall be used to span between beams and/or other joists Thermally responsive base and top clips shall be fastened to the zees on 12" centers

I Insulation See Section 07210 Building Insulation

2.4 SEALANTS

A Provide two-part polysulfide class B non-sag type for vertical and horizontal joints or

B One part polysulfide not containing pitch or phenolic extenders or

C Exterior grade silicone sealant recommended by roofing manufacturer or

D One part non-sag, gun grade exterior type polyurethane recommended by the roofing manufacturer

2.5 FABRICATION

A Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown, provide manufacturer's standard product fabrication

B Fabricate components of the system in factory, ready for field assembly

C Fabricate components and assemble units to comply with fire performance requirements specified

D Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions

PART 3 EXECUTION

3.1 INSPECTION

A Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation

B For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of the Work

C Proceed with installation only after unsatisfactory conditions have been corrected

3.2 FASTENERS

A Secure units to supports

B Place fasteners as indicated in manufacturer's standards

3.3 INSTALLATION

A Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing The erector must have at least five years successful experience with similar applications

B Install soffit panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight, complete and architecturally pleasing installation

C Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected

D Panels attached to any TREATED LUMBER MUST HAVE AN APPROPRIATE VAPOR BARRIER INSTALLED OVER THE TREATED LUMBER PRIOR TO INSTALLING ANY SOFIT PANELS OR RELATED FLASHINGS DO NOT ALLOW ANY METAL PRODUCTS TO COME INTO DIRECT CONTACT WITH TREATED LUMBER

3.4 DAMAGED MATERIAL

A Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner

END OF SECTION

General Notes

1. THIS SET OF DOCUMENTS REPRESENTS THE INTENDED SCOPE OF WORK FOR THE RENOVATIONS AND IMPROVEMENTS TO FACILITIES AT THE PARK LOCATIONS INDICATED ON THE DOCUMENTS.

2. SITE VISITS AND CONFIRMATION OF QUANTITIES FOR THE SCOPE OF WORK IS MANDATORY FOR ALL CONTRACTORS PROVIDING A BID TO THE CITY OF PORT ST. LUCIE. NO ADDITIONAL COMPENSATION WILL BE AWARDED TO ANY CONTRACTOR FOR FAILURE TO VERIFY THE AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE PROJECT.

3. ALL WORK IS TO BE COMPLETED AS AN ASSEMBLY RELATIVE TO THE SCOPE OF WORK PERFORMED. THE SPECIFICATIONS INCLUDED WITH THESE DOCUMENTS ARE INTENDED TO REPRESENT THE MINIMUM REQUIREMENTS FOR COMPLIANCE. FAILURE TO PROVIDE THE MINIMUM REQUIREMENTS AS SPECIFIED WILL RESULT IN NON PAYMENT FOR WORK PERFORMED UNTIL SUCH TIME THE MINIMUM REQUIREMENTS HAVE BEEN ACHIEVED.

4. THE DIMENSIONS ARE REPRESENTATIVE OF MEASURED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDING CONTRACTOR(S) PRIOR TO BID.

5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS SHALL BE GOVERNED BY THE MOST STRINGENT REQUIREMENT OF THE TWO. THE ARCHITECT OF RECORD WILL MAKE THE SOLE DECISION AS TO THE MOST STRINGENT REQUIREMENT.

STATE OF FLORIDA · REGISTERED ARCHITECT · AR91819

No	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP

15294 101 TER. N. JUPITER FL
AA26001071
CGC1516228

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
GENERAL NOTES
SOFFIT & ACCESSORIES

Project	15-002	Sheet
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PARKS & RECS 10/12/2015 CFC DOC 10-12-2015

1 GENERAL STUCCO NOTES
2 CHECK EXTERIOR SHEATHING FOR DAMAGE. REPLACE DAMAGED AS INDICATED ON THE DRAWINGS. APPLY NEW 4 PLY ½ EXTERIOR SHEATHING AND RE-NAIL ALL OF THE WALL SHEATHING WITH #8 RING SHANK NAILS 4" OC IN PERIMETER AND 8" OC IN THE FIELD.

3 REMOVE ALL WOOD TRIM PCS FROM AROUND THE EXISTING WINDOWS. APPLY FLASHINGS AND PEEL AND STICK MEMBRANE FLASHINGS AROUND WINDOW EDGES TO PREVENT FUTURE WATER INTRUSION. FILL ALL GROOVED AREAS FROM T-111 SIDING OUT TO A MINIMUM OF 1' AWAY FROM THE WINDOW UNITS WITH WOOD FILLER CAPABLE OF ADHERENCE TO THE PAINTED SIDING PRIOR TO ANY APPLICATION OF FLASHINGS. ALLOW THE FILLER TO DRY INTACT FLUSH WITH THE WOOD BEFORE PROCEEDING WITH OTHER APPLICATIONS.

4 APPLY TYVEK STUCCO WRAP PER MANUFACTURERS RECOMMENDATION. ATTACHMENT SHALL BE WITH CORROSION RESISTANT NAILS, SCREWS, OR STAPLES. ATTACH A SECOND LAYER OF TYVEK BUILDING WRAP OVER THE STUCCO WRAP PER THE DETAIL.

5 ATTACH 3.4# WIRE LATH WITHOUT FELT PAPER BACKING FOR STUCCO WITH STAINLESS SCREWS PER THE DETAILS IN THE DRAWINGS. ATTACH THE LATH TO STRUCTURAL MEMBERS (STUDS) AS INDICATED ON THE DRAWINGS.

6 APPLY THREE COAT PLASTER STUCCO PER DETAILS A/A6. FINISH COAT SHALL RESEMBLE EXISTING FINISH LOWER LEVEL ON EACH BUILDING. SUBMIT MATERIAL AND APPLICATION INFORMATION PER REQUIREMENTS.

7 REMOVE ALL ATTACHMENTS TO THE BUILDINGS SUCH AS SIGNS, LIGHTS, ETC AND TURN OVER TO PSL PROJECT MANAGER. DO NOT DAMAGE DURING REMOVAL. REINSTALL OF SIGNS WILL BE BY PSL. ALL OTHER ITEMS SHALL BE REINSTALLED TO MOUNTING DEVICES BY THIS CONTRACTOR.

8 REMOVE AND REINSTALL ALL ACCESSORY DEVICES INSTALLED OR ATTACHED TO THE WALL SURFACES SUCH AS TELEPHONE CABLE, LIGHTING, ETC. DO NOT DAMAGE OR DESTROY CABLES. IF CABLES OR ATTACHMENTS CANNOT BE MOVED ADEQUATELY TO ALLOW STUCCO INSTALLATION, CONTACT THE ONSITE OWNER'S REPRESENTATIVE FOR INSTRUCTION. PROVIDE EXTENSION BOXES FOR ALL ELECTRICAL DEVICES ATTACHED TO THE EXTERIOR. PROVIDE "SAFE OFF" OF ALL ELECTRICAL SYSTEMS THAT MAY BE A HAZARD TO WORKING AROUND THESE FIXTURES. PROVIDE PROOF OF "SAFE OFF" TO PSL PROJECT MANAGER.

9 PAINT ALL OF THE BUILDING EXTERIOR WITH THE FOLLOWING SHERWIN WILLIAMS (COLOR WHEEL) PAINT THAT IS NOT GETTING NEW STUCCO.

10 PREP AND PAINT ALL EXISTING EXTERIOR SIDES OF ALL DOORS, WALLS, TRIM WITH (1)COAT CONDITIONER (1)COAT OF ACRYLIC PAINT.
10.1 WALL COLOR: COLOR WHEEL (CL2283D)
10.2 TRIM COLOR: COLOR WHEEL (2281W)
10.3 DOOR COLOR: COLOR WHEEL (8862N)
10.4 CAULK ALL AREAS THAT REQUIRE CAULKING PRIOR TO APPLICATION OF EXTERIOR PAINT OR COATINGS

10.5 PROTECT AND CLEAN ALL EXTERIOR METALS AND WINDOWS FROM PAINT. COVER ALL CONCRETE WALKING SURFACES TO PROTECT FROM PAINT SPLATTERS.

11 CONTRACTOR SHALL ENSURE ALL FINISHED SURFACES ARE PROTECTED FROM OTHER TRADES WORK. THE GENERAL CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY REPLACEMENT OF FINISHED WORK DUE TO NEGLIGENCE IN ALLOWING DAMAGE BY OTHER TRADES.

12 USE SHERWIN WILLIAMS (COLOR WHEEL) ELASTOMERIC COATING AND PAINT FOR NEW STUCCO APPLICATIONS AS INDICATED IN THE SPECIFICATION. MATCH COLOR OF COATINGS TO PAINTS
12.1 WALL COLOR: COLOR WHEEL (CL2283D)
12.2 TRIM COLOR: COLOR WHEEL (2281W)
12.3 DOOR COLOR: COLOR WHEEL (8862N)
12.4 CAULK ALL AREAS THAT REQUIRE CAULKING PRIOR TO APPLICATION OF EXTERIOR PAINT OR COATINGS
12.5 NEW STUCCO WORK ON THE EXTERIOR AND AROUND WINDOWS SHALL BE SEALED WITH A MINIMUM 6 MIL ELASTOMERIC COATING (COLOR TO MATCH TOP COAT) AND A TOP COAT OF ACRYLIC PAINT SAME AS SPECIFIED. NO EXCEPTIONS. CURING TIMES FOR STUCCO SHALL BE PER MANUFACTURERS WARRANTY PRIOR TO APPLICATION OF PAINTS AND COATINGS.

13 PROTECT AND CLEAN ALL EXTERIOR METALS AND WINDOWS FROM PAINT. COVER ALL CONCRETE WALKING SURFACES TO PROTECT FROM PAINT SPLATTERS.

09 90 00-1

SECTION 09 90 00 - Painting and Coating
INTERIOR, EXTERIOR AND INDUSTRIAL PAINTS AND COATINGS

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** This section is based on the products of Sherwin-Williams, which is located at:
101 Prospect Ave
Cleveland, OH 44115
Toll Free Tel: 800-524-5979
Tel: 216-566-2000
Fax: 440-826-1989

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Exterior paint and coatings systems including surface preparation.

1.2 REFERENCES

1. SSPC-SP 1 - Solvent Cleaning.
2. SSPC-SP 2 - Hand Tool Cleaning.
3. SSPC-SP 3 - Power Tool Cleaning.
4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
8. SSPC-SP11 Power Tool Cleaning to Bare Metal.
9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.

B. Material Safety Data Sheets / Environmental Data Sheets: For manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406) VOCs may vary by base and sheen.

C. South Coast Air Quality Management District (SCAQMD) Rule 1113 - Architectural Coatings.

D. Green Seal, Inc:
1. GS-11 Standard for Paints and Coatings(1st Edition, May 20,1993).
2. GC-03 - Environmental Criteria for Anti-Corrosive Paints.

E. United States Green Building Council (USGBC) LEED-09 NC/CI/CS.

1.3 SUBMITTALS

A. Submit the following to the Architect of Record for review prior to use.

B. Product Data: For each paint system indicated, including:
1. Product characteristics.
2. Surface preparation instructions and recommendations.
3. Primer requirements and finish specification.
4. Storage and handling requirements and recommendations.
5. Application methods.
6. Cautions for storage, handling and installation.

Selection Samples: Follow the colors indicated.

C. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.

D. Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.

C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.

D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
1. Finish surfaces for verification of products, colors and sheens.
2. Finish area designated by Architect.
3. Provide samples that designate primer and finish coats.
4. Do not proceed with remaining work until the Architect approves the mock-up.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information:
1. Product name, and type (description).
2. Application and use instructions.
3. Surface preparation.
4. VOC content.
5. Environmental handling.
6. Batch date.
7. Color number.

B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.

B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave, Cleveland, OH 44115 Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989.

B. Requests for substitutions will be considered upon submittal of a request to the Architect of Record along with the material data sheets and recommendations from the supplier to meet or exceed the performance of the basis of design product. This does not mean there will be an automatic substitution of materials. It will be at the sole discretion of the Architect of Record with the intent of design for this project.

2.2 APPLICATIONS/SCOPE

A. Exterior Paints and Coatings:
1. Concrete: Cementitious siding, flexboard, transite, and shingles (non-roof).
2. Masonry: Concrete masonry units, cinder or concrete block, stucco.
3. Metal: Aluminum, galvanized steel.
4. Metal: Miscellaneous iron, ornamental iron, ferrous metal.
5. Wood: Siding, trim, shutters, sash, and miscellaneous hardboard.
6. Architectural PVC, plastic, fiberglass.
7. Drywall: Gypsum board, and exterior drywall.

2.3 PAINT MATERIALS - GENERAL

A. Paints and Coatings:
1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufactures product instructions for optimal color conformance.

B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.

D. Color: Refer to Finish Schedule for paint colors, and as selected.

2.4 EXTERIOR PAINT SYSTEMS
1. STUCCO CEMENT STUCCO: Elastomeric System.
a. Flat Finish:
1) 1st Coat: S-W Loxon BlockSurfacer, A24W200 (50-100 sq ft/gal).
2) 2nd Coat: S-W ConFlex XL Elastomeric High Build Coating, A5-400 Series.
3) 3rd Coat: S-W ConFlex XL Elastomeric High Build Coating, A5-400 Series (6 mils wet, 15 mils dry per coat).
4) 3rd Coat in lieu of Conflex XL may be SW Resilience Latex Flat, K42 Series (4 mils wet, 1.5 mils dry per coat).

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared, notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.

C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

3.2 PREPARATION

A. General Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
1. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry a minimum of 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
2. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
3. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.

B. Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9, unless the products are designed to be used in high pH environments such as Loxon. Mandatory testing by Sherwin Williams representative for pH levels prior to starting applications on new stucco.

3.3 INSTALLATION

A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.

B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.

C. Apply coatings using methods recommended by manufacturer.

D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.

E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.

F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.

G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

3.4 PROTECTION

A. Protect finished coatings from damage until completion of project.

B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION

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4. THE DIMENSIONS ARE REPRESENTATIVE OF MEASURED PHYSICAL SURFACES AND ARE NOT INTENDED FOR LAYOUT OF ANY PHYSICAL NATURE TO THE BUILDINGS. ALL ITEMS THAT REQUIRE QUANTITY VERIFICATION SHALL BE DONE BY THE BIDDING CONTRACTOR(S) PRIOR TO BID.

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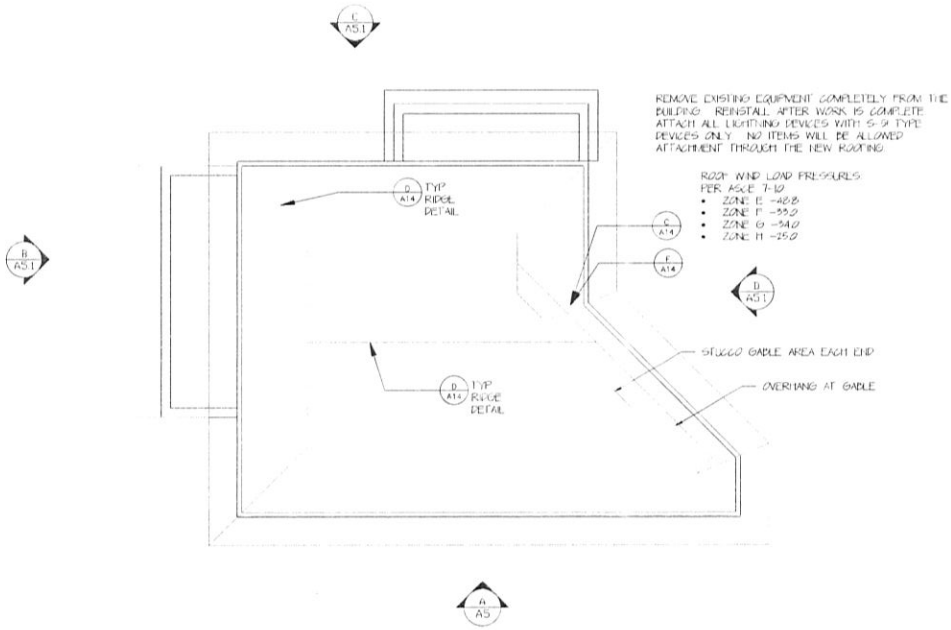
STATE OF FLORIDA · REGISTERED ARCHITECT · AR91819

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP.
15294 101 TER. N. JUPITER FL
AA26001071
CGC1516228

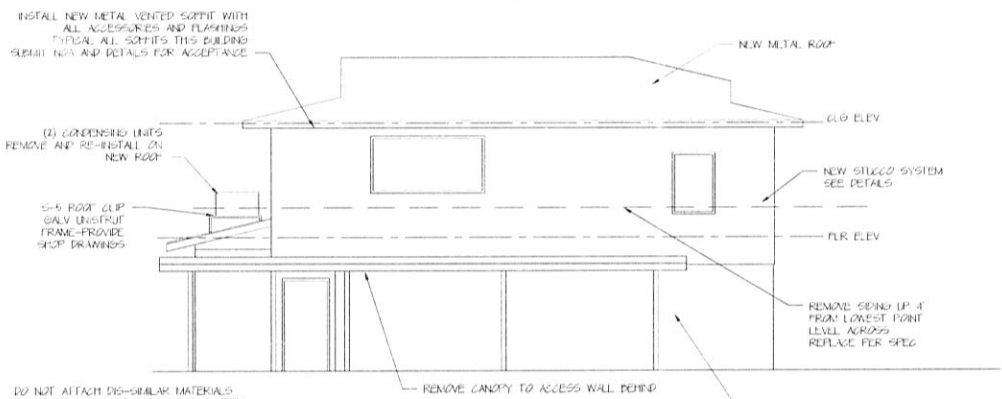
Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project	Sheet
15-002	A2.2
Date: 10/12/2015	
Scale: As Noted	



REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING. REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTING DEVICES WITH S-9 TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING

ROOF WIND LOAD PRESSURES PER ASCE 7-10
- ZONE E -48.8
- ZONE F -33.0
- ZONE G -34.0
- ZONE H -25.0



A / A5 SOUTH ELEVATION
1/4" = 1'-0"

BUILDING SPECIFIC NOTES:

1. REMOVE OLD ROOFING COMPLETE TO THE SHEATHING. REFER TO SHT A1 FOR SPECS
2. PAINT THE ENTIRE BUILDING EXTERIOR WITH THE SPECIFIED SHERWIN WILLIAMS (COLOR WHEEL) COATINGS (NEW STUCCO) PAINT (REPAINT). SEE SPECIFICATION ON SHEET A5
3. REMOVE THE ALUMINUM CANOPY ON THE SOUTH AND NORTH SIDES OF THE BUILDING TO HAVE UN-OBSTRUCTED ACCESS FOR STUCCO APPLICATION ON THE SECOND FLOOR. RE-INSTALL AFTER ALL WORK IS COMPLETE. PROVIDE A SEPARATION MATERIAL BETWEEN THE STUCCO AND THE CANOPY FOR A DIS-SIMILAR MATERIAL SEPARATION. PROVIDE FLASHING AT THE LOCATION OF ATTACHMENT TO PREVENT WATER INTRUSION. CAULK AND SEAL ALL PENETRATIONS AT JOINING MATERIALS
4. COORDINATE CANOPY STORAGE WITH THE PSL PROJECT MANAGER. CITY WILL STORE MATERIALS TAKEN OFF OF THE BUILDING IN A SECURE LOCATION. DELIVERY AND PICKUP WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. REMOVE THE CONDENSING UNITS FROM THE ROOF ON THE WEST SIDE SHED ROOF. CAP ALL REFRIGERANT LINES TO PREVENT CONTAMINATION. REINSTALL ON THE NEW ROOF WITH S-5 ROOF CLIPS AND GALV. UNISTRUT FRAME. PROVIDE SHOP DRAWING FOR FRAME AND WIND LOAD ATTACHMENTS PER FBC AND MECHANICAL CODE. CITY WILL STORE THE EQUIPMENT IN A SECURE LOCATION. DELIVERY AND PICKUP TO THE LOCATION WILL BE BY THE CONTRACTOR.
6. REINSTALL UNITS AFTER INSTALLATION OF NEW ROOF ON NEW FRAME SUPPORT. TEST EQUIPMENT FOR LEAK TEST ON REFRIGERANT AND OPERATION. RETEST AFTER ONE DAY OF OPERATION TO ENSURE WORKING CONDITION
7. REFER TO DETAILS AND SPECIFICATIONS FOR GENERAL REQUIREMENTS. PROVIDE SHOP DRAWINGS AND DETAILS FOR ALL FLASHING TYPES AND LOCATIONS WHETHER SHOWN ON THE DRAWINGS OR NOT
8. STUCCO CONTRACTOR WILL PROVIDE ALL FLASHINGS REQUIRED FOR STUCCO APPLICATION AND ROOFING CONTRACTOR WILL PROVIDE ALL FLASHINGS REQUIRED FOR ROOFING APPLICATION. WHERE THE ROOFING MEETS THE STUCCO, THE ROOFING CONTRACTOR WILL PROVIDE THE FLASHING TO BE INCORPORATED INTO THE STUCCO APPLICATION AND THE INSTALLATION SHALL BE DONE BY THE ROOFING CONTRACTOR TO ENSURE COMPLIANCE WITH THE WARRANTY OF THE ROOF. COOPERATION OF BOTH TRADE CONTRACTORS IS MANDATORY.

General Notes

ROOF PLAN NOTES

1. FIELD VERIFY ALL DIMENSIONS
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BEGINNING THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM MEANS OF DETAIL TO BE APPLIED TO THE CONDITION. THE BASIS OF DESIGN IS ENKLETT ROOFING SYSTEM. DETAILS REPRESENT SIMILAR SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER'S RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES
5. WIND LOAD REQUIREMENTS ARE: RISK CATEGORY II, 150 MPH 3 SEC EXPOSURE B
6. PROVIDE DETAILS FOR RE-ATTACHMENT OF LIGHTING EQUIPMENT AND ANY OTHER EQUIPMENT MOUNTED TO THE EXISTING ROOF PRIOR TO RE-INSTALLATION USING S-9 ATTACHMENT CLIPS
7. USE OF S-9 CLIPS FOR HOLDING EQUIPMENT, ETC ABOVE THE ROOF SYSTEM IS REQUIRED FOR ALL ITEMS

STATE OF FLORIDA
LICENSED LAND DESIGNER
AR01610
ARCHITECTURAL BUSINESS CORP.

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUSINESS CORP.

15294 101 TER. IN, JUPITER FL
AR26001071
CGC1516228

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project	Sheet
15-002	A5
Date: 10/12/2015	
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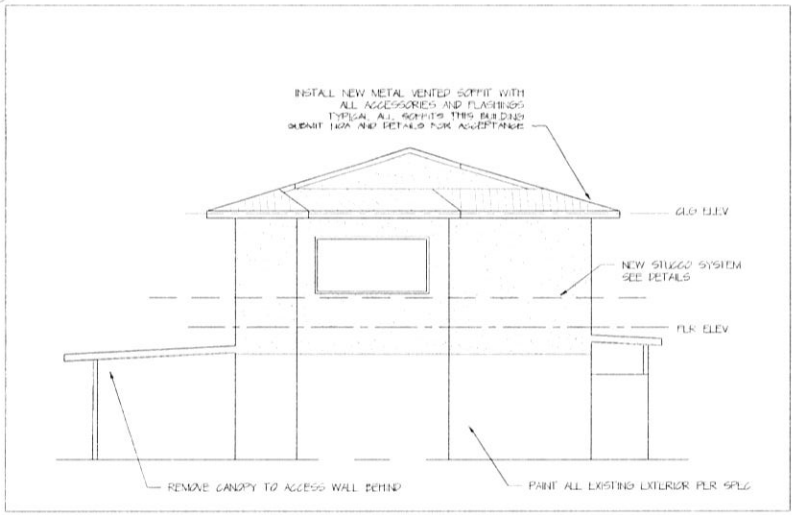
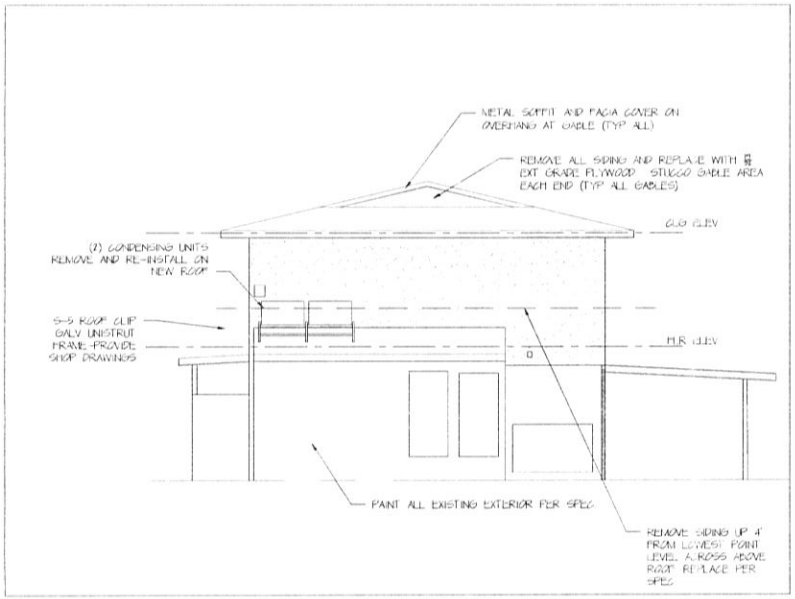


D / A5.1 SOUTH ELEVATION
1/4" = 1'-0"

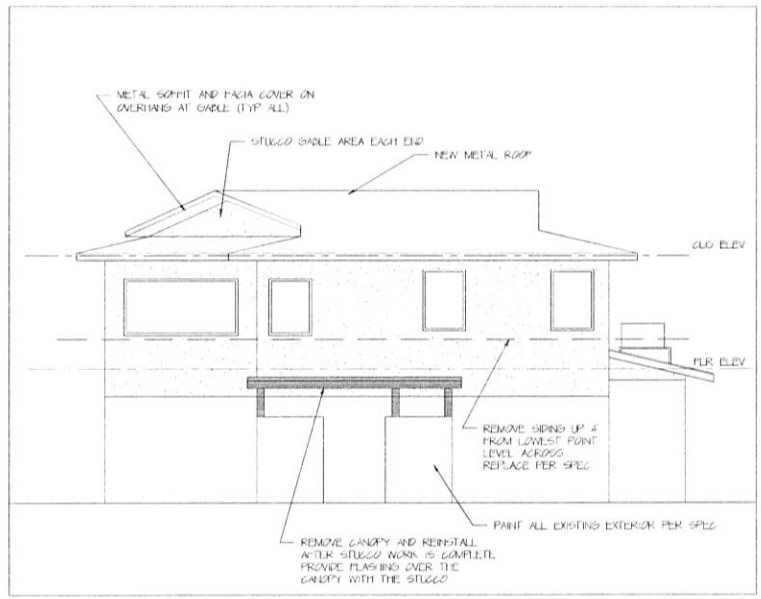
REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING. REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTNING DEVICES WITH S-9 TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING.

DO NOT ATTACH DIS-SIMILAR MATERIALS TOGETHER. PROVIDE A FLASHING SYSTEM AT THE CANOPY THAT WILL ALLOW ATTACHMENT BACK TO THE BUILDING WITHOUT THE ALUMINUM BEING IN CONTACT WITH THE STUCCO.

ATTACHMENT METHODS FOR ACCESSORY ITEMS ON THE ROOF AND ON THE NEW STUCCO SHALL BE COMPLIANT WITH FBC WIND RESISTANT REQUIREMENTS AND SHALL BE FULLY COMPATIBLE WITH THE NEW SURFACES FOR ATTACHMENT. ALL ROOFING ATTACHMENTS SHALL BE MADE WITH S-9 ATTACHMENTS OR EQUIVALENT MANUFACTURER. NO SUBSTITUTIONS WILL BE ALLOWED AFTER THE BID. NO DIS-SIMILAR METALS OR MATERIALS SHALL BE ALLOWED TO BE IN CONTACT WITH EACH OTHER.



B / A5.1 SOUTH ELEVATION
1/4" = 1'-0"



C / A5.1 SOUTH ELEVATION
1/4" = 1'-0"

General Notes

ROOF PLAN NOTES

1. FIELD VERIFY ALL DIMENSIONS
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BEGINNING THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONDITION. THE BASIS OF DESIGN IS ENKLOSKT ROOFING SYSTEM. DETAILS REPRESENT SIMILAR SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER'S RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES
5. WIND LOAD REQUIREMENTS ARE RISK CATEGORY II, 180 MPH 3 SEC GUSTS, EXPOSURE B
6. PROVIDE DETAILS FOR RE-ATTACHMENT OF LIGHTNING EQUIPMENT AND ANY OTHER EQUIPMENT MOUNTED TO THE EXISTING ROOF PRIOR TO RE-INSTALLATION USING S-5 ATTACHMENT CLIPS
7. USE OF S-5 CLIPS FOR HOLDING EQUIPMENT, ETC ABOVE THE ROOF SYSTEM IS REQUIRED FOR ALL ITEMS

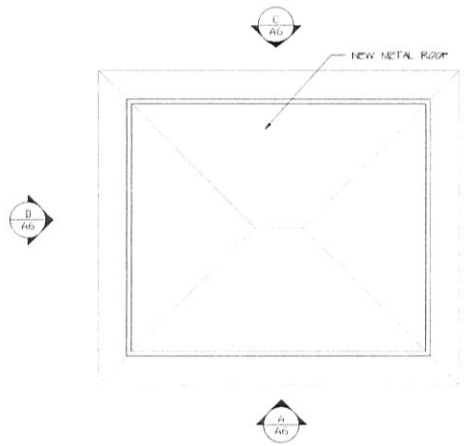
STATE OF FLORIDA
LICENSED ARCHITECT
— 52 —
AR91619
REGISTERED ARCHITECT

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL INTERIORS CORP
15294 101 TER. IN JUPITER FL
AA26001071
CGC1516228

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project	Sheet
15-002	A5.1
Date 10/12/2015	
Scale As Noted	



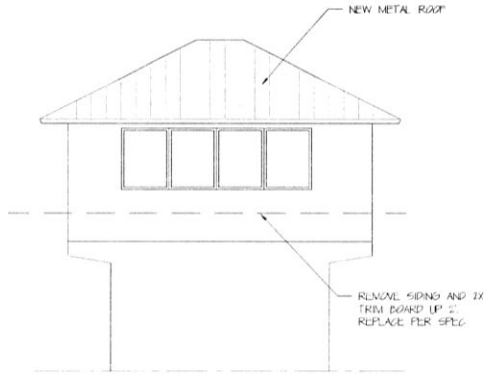
REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTNING DEVICES WITH S-S TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING

ROOF WIND LOAD PRESSURES PER ASCE 7-10

- ZONE E -48.8
- ZONE F -55.0
- ZONE G -54.0
- ZONE H -26.0

THIS ROOF HAS A 6/12 PITCH. VALIDATION IS STILL REQUIRED BY THE CONTRACTOR.

A/A6 ROOF PLAN
1/4" = 1'-0"



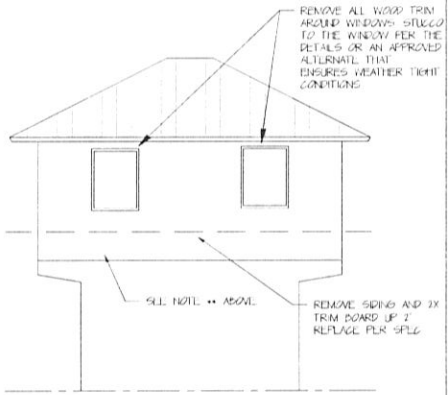
C/A6 ROOF PLAN
1/4" = 1'-0"

REMOVE EXISTING EQUIPMENT COMPLETELY FROM THE BUILDING. REINSTALL AFTER WORK IS COMPLETE. ATTACH ALL LIGHTNING DEVICES WITH S-S TYPE DEVICES ONLY. NO ITEMS WILL BE ALLOWED ATTACHMENT THROUGH THE NEW ROOFING

DO NOT ATTACH DIS-SIMILAR MATERIALS TOGETHER. PROVIDE A FLASHING SYSTEM AT THE CANOPY THAT WILL ALLOW ATTACHMENT BACK TO THE BUILDING WITHOUT THE ALUMINUM BEING IN CONTACT WITH THE STUCCO

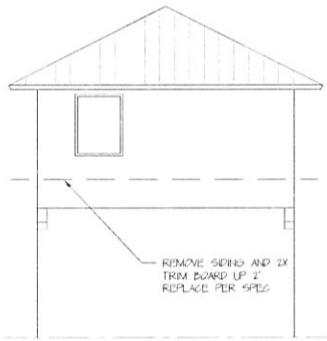
ATTACHMENT METHODS FOR ACCESSORY ITEMS ON THE ROOF AND ON THE NEW STUCCO SHALL BE COMPLIANT WITH FBC WIND RESISTANT REQUIREMENTS AND SHALL BE FULLY COMPATIBLE WITH THE NEW SURFACES FOR ATTACHMENT. NO DIS-SIMILAR METALS OR MATERIALS SHALL BE ALLOWED TO BE IN CONTACT WITH EACH OTHER

** (TYPICAL ALL FOUR SIDES) REMOVE 2X TRIM BOARD AT THE BOTTOM OF THE SIDING CUT SIDING ALONG A LINE 2' FROM THE BOTTOM OF THE TRIM BOARD. DO NOT CUT INTO WOOD STUDS. REPLACE WITH ⅝ 4 PLY EXT PLYWOOD. CAULK JOINT PRIOR TO ATTACHING TYVEK STUCCO WRAP



A/A6 SOUTH ELEVATION
1/4" = 1'-0"

B/A6 SOUTH ELEVATION
1/4" = 1'-0"



D/A6 SOUTH ELEVATION
1/4" = 1'-0"

General Notes

ROOF PLAN NOTES:

1. FIELD VERIFY ALL DIMENSIONS
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BIDDING THE WORK. NOT ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONDITION. THE BASIS OF DESIGN IS ENDURET ROOFING SYSTEM. DETAILS REPRESENT SMALL SYSTEMS AND APPLICATION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER RECOMMENDATION FOR THE ROOF SYSTEM USED. ROOF SYSTEMS SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS OF THE FBC FOR HIGH VELOCITY HURRICANE ZONES
5. WIND LOAD REQUIREMENTS ARE RISK CATEGORY II, 150 MPH 3 SEC EXPOSURE B
6. PROVIDE DETAILS FOR RE-ATTACHMENT OF LIGHTING EQUIPMENT AND ANY OTHER EQUIPMENT MOUNTED TO THE EXISTING ROOF PRIOR TO RE-INSTALLATION USING S-S ATTACHMENT CLIPS
7. USE OF S-S CLIPS FOR HOLDING EQUIPMENT ETC ABOVE THE ROOF SYSTEM IS REQUIRED FOR ALL ITEMS

STATE OF FLORIDA
CHRISTOPHER LUTH SHUMATE
AR91619
LICENSED ARCHITECT

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP

15294 101 TER. IN, JUPITER FL
AA26001071
CGC1510228

Project Name and Address

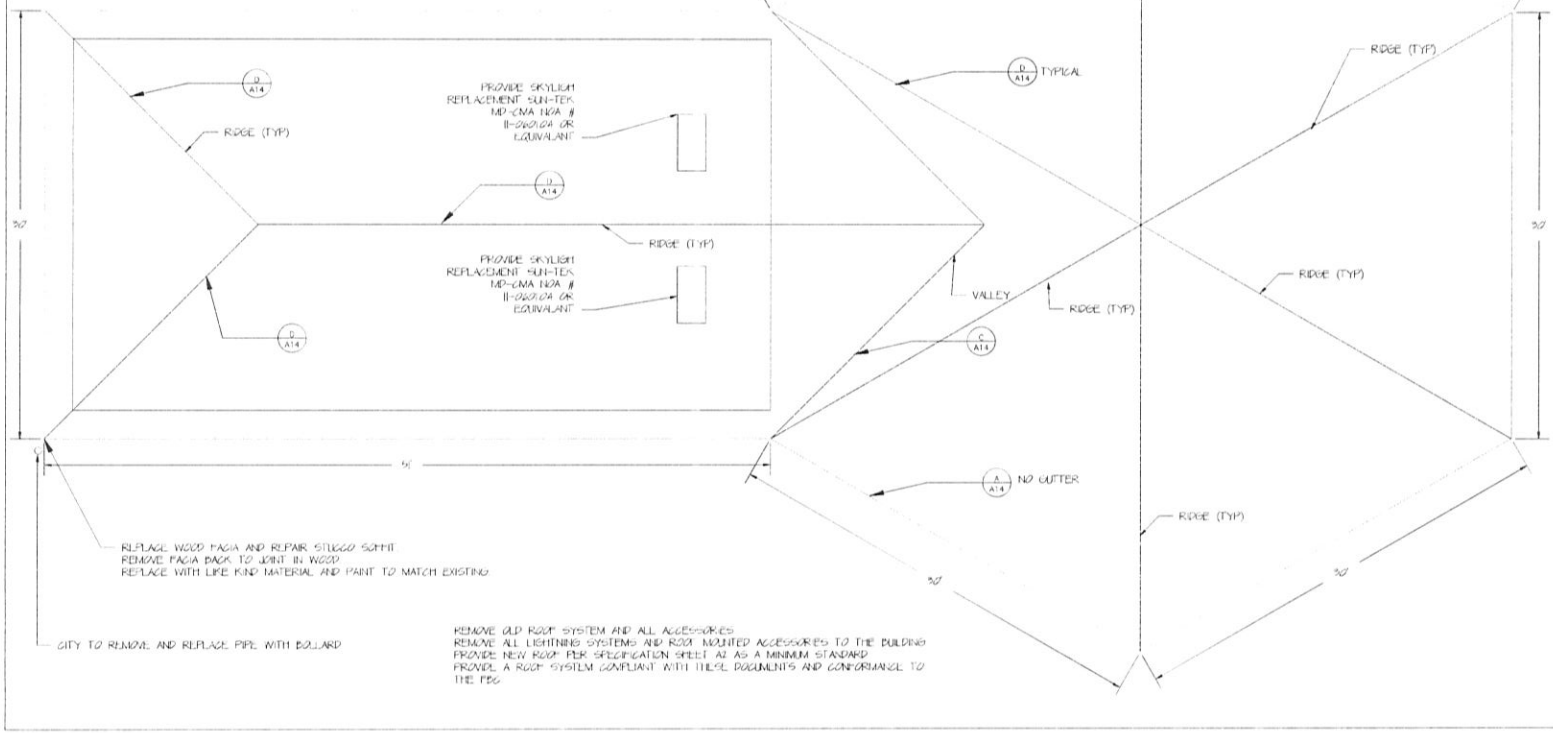
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project	Sheet
15-002	A6
Date: 10/12/2015	
Scale: As Noted	

PROVIDE ACCESSORIES OF ATTACHMENT AND EQUIPMENT LOADING TO THE ROOF SYSTEM MADE BY G-4 OR EQUIVALENT MANUFACTURER. SCREW ATTACHMENTS NOT PROVIDED BY THE ROOFING MANUFACTURER FOR BOOTS TO THE ROOF SYSTEM WILL NOT BE ACCEPTABLE. PROVIDE DETAILS AS TO RE-ATTACHMENT OF EQUIPMENT TO MEET FBC WIND LOAD REQUIREMENTS

ROOF WIND LOAD PRESSURES
PER ASCE 7-10
- ZONE E -48.8
- ZONE F -33.0
- ZONE G -34.0
- ZONE H -25.0

PROVIDE CALCULATIONS WITH ROOF LAYOUT IN SUBMITTALS FOR SPECIFIC ROOF LOADS FROM EQUIPMENT



REMOVE OLD ROOF SYSTEM AND ALL ACCESSORIES
REMOVE ALL LIGHTNING SYSTEMS AND ROOF MOUNTED ACCESSORIES TO THE BUILDING
PROVIDE NEW ROOF PER SPECIFICATION SHEET A2 AS A MINIMUM STANDARD
PROVIDE A ROOF SYSTEM COMPLIANT WITH THESE DOCUMENTS AND CONFORMANCE TO THE FBC

A / A12

ROOF PLAN
SANDHILL CRANE PARK
MAINTENANCE & PLAYGROUND SHELTER
SCALE 1/4" = 1'-0"

General Notes

ROOF PLAN NOTES

1. FIELD VERIFY ALL DIMENSIONS
2. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST
3. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONDITION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER'S RECOMMENDATION FOR THE ROOF SYSTEM USED. PROVIDE DETAILS SPECIFIC TO THE BUILDING AND THE CONDITION OF USE
4. REMOVE LIGHTNING AND GROUNDING SYSTEM FROM EXISTING ROOF. REPLACE TO ROOF IN FULLY OPERATIONAL CONDITION. PROVIDE A TESTING REPORT FROM A LICENSED ELECTRICAL CONTRACTOR FOR GROUNDING AND LIGHTNING INSTALLATION CONFIRMATION TO THE CITY THAT THE SYSTEM IS OPERATIONAL AND CONFORMS TO THE FBC AND NEC 2011
5. REFER TO A14 AND A15 FOR TYPICAL ROOF DETAILS
6. PROVIDE SHOP DRAWINGS FOR ALL ROOF DETAILS

STATE OF FLORIDA
ARCHITECTURAL BUILDING CORP.
AR91010
LICENSED ARCHITECT

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP.
19294 US TRI 1N JUPITER FL
AA26001271
CGC1516225

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

GENERAL NOTES
SANDHILL CRANE PARK & PLAYGROUND BLDG
SCOPE OF WORK

Project 15-002	Sheet A12
Date 10/12/2015	
Scale As Noted	

PARKS & RECS 9/12/2015 CFG PDC 10-2-2015

PROVIDE BARRICADES AROUND BUILDING FOR PEDESTRIAN SAFETY. ALLOW FOR ACCESS TO RESTROOMS. PROVIDE PROTECTION FROM OVERHEAD FALLING OBJECTS IN THE AREA OF ACCESS TO THE RESTROOMS BY PEDESTRIANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING THE AREA SAFE DURING THE ROOFING SCOPE OF WORK.

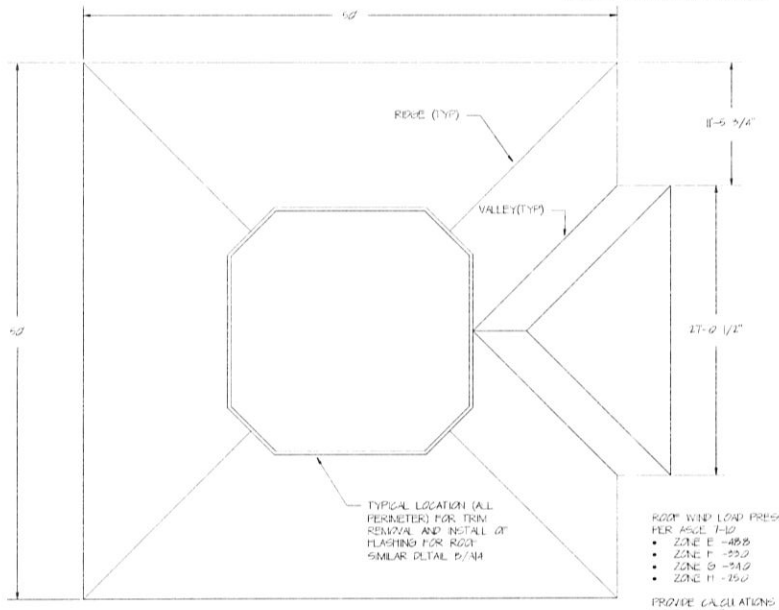
ATTACH ALL ACCESSORY ITEMS TO THE ROOF USING S-9 CLAMPS OR EQUIVALENT. PROVIDE SHOP DRAWINGS AND DETAILS FOR ATTACHMENT OF LIGHTNING SYSTEMS, ETC. NO ATTACHMENT SHALL BE MADE INTO THE ROOF SYSTEM.

PROVIDE ACCESSORIES OF ATTACHMENT AND EQUIPMENT LOADING TO THE ROOF SYSTEM MADE BY S-9 OR EQUIVALENT MANUFACTURER. SCREW ATTACHMENTS NOT PROVIDED BY THE ROOFING MANUFACTURER FOR BOOTS TO THE ROOF SYSTEM WILL NOT BE ACCEPTABLE. PROVIDE DETAILS AS TO RE-ATTACHMENT OF EQUIPMENT TO MEET FBC WIND LOAD REQUIREMENTS.

REMOVE AND REPLACE TRIM BOARD ALONG THE BOTTOM EDGE OF SIDING TO FOUT AT 2ND FLOOR. PROVIDE FLASHING BEHIND THE SIDING UP THE WALL A MINIMUM OF 3" FROM THE TOP ELEVATION OF THE ROOFING RUN. RE-ATTACH SIDING. INSTALL NEW TRIM BOARD AND PAINT. THE ENTIRE WALL SYSTEM AND TRIM TO MATCH EXISTING. INSTALL ALL FLASHINGS, TRIM AND PAINT PRIOR TO INSTALLING THE NEW ROOF.

ROOF SPECIFIC NOTES:

1. REMOVE AND REINSTALL ALL ACCESSORY DEVICES LOCATED ON THE ROOF. THIS INCLUDES BUT IS NOT LIMITED TO THE LIGHTNING PROTECTION SYSTEM, AUDIO SYSTEM, RAIN GAUGE SYSTEM, TELEPHONE, DATA CABLE, ETC.
2. PROVIDE BOOTS AND ACCESSORIES FOR ALL ROOF PENETRATIONS. WHERE PENETRATIONS WILL INTERFERE WITH ROOFING SYSTEMS, PROVIDE TRADE ASSISTANCE (PLUMBING, HVAC) TO RELOCATE VENTS, ETC. FOR COMPLIANCE WITH MANUFACTURERS RECOMMENDED APPLICATIONS.
3. REMOVE AND REINSTALL ALL GUTTER SYSTEMS ALONG THE ROOF EDGE. CALLK AND PAINT THE FACIA (COLOR TO MATCH EXISTING) PRIOR TO INSTALLING FLASHINGS AND REINSTALLING GUTTER SYSTEM.
4. REPLACE ANY ROTTED OR DAMAGED FACIA MATERIAL WITH NEW MATERIALS. PRIME AND PAINT. ONE COAT PRIMER-2 COATS OF PAINT MINIMUM.



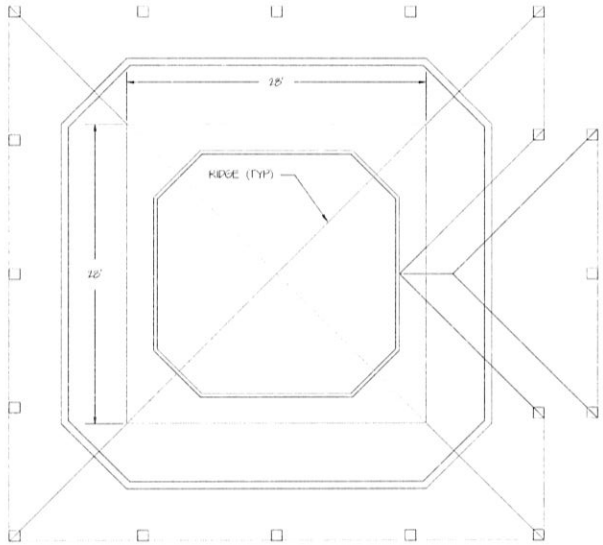
ROOF WIND LOAD PRESSURES PER ASCE 7-10

- ZONE E -48.8
- ZONE F -33.0
- ZONE G -34.0
- ZONE H -25.0

PROVIDE CALCULATIONS WITH ROOF LAYOUT IN SUBMITTALS FOR SPECIFIC ROOF LOADS FROM EQUIPMENT

A / A13 LOWER ROOF PLAN SANDHILL CRANE PARK CONCESSION & SCOREKEEPER

3/16" = 1'-0"



B / A13 UPPER ROOF PLAN SANDHILL CRANE PARK CONCESSION & SCOREKEEPER

3/16" = 1'-0"

General Notes

ROOF PLAN NOTES

1. FIELD VERIFY ALL DIMENSIONS
2. ROOF SLOPES ARE ASSUMED TO BE 4:12 AT ALL LOCATIONS UNLESS SPECIFICALLY NOTED. VERIFY ALL SLOPES PRIOR TO BIDDING THE WORK. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF SLOPES FOR COST
3. DIMENSIONS SHOWN ARE TO BE VERIFIED BY THE CONTRACTOR. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR NON-VERIFICATION OF DIMENSIONS FOR COST
4. ROOF DETAILS ARE REPRESENTATIVE OF A MINIMUM AMOUNT OF DETAIL TO BE APPLIED TO THE CONDITION. SUBMIT SHOP DRAWINGS WITH DETAILS SPECIFIC TO THE MANUFACTURER'S RECOMMENDATION FOR THE ROOF SYSTEM USED
5. REFER TO A14 AND A15 FOR TYPICAL ROOF DETAILS
6. PROVIDE SHOP DRAWINGS FOR ALL ROOF DETAILS

STATE OF FLORIDA — AR91619 — LICENSED ARCHITECT

No	Revision/Issue	Date

Firm Name and Address

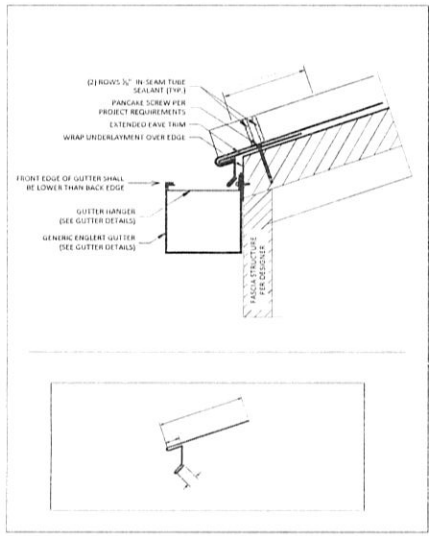
ARCHITECTURAL BUSINESS CORP.

15294 101 TER. IN, JUPITER FL
AA26001071
CGC1516228

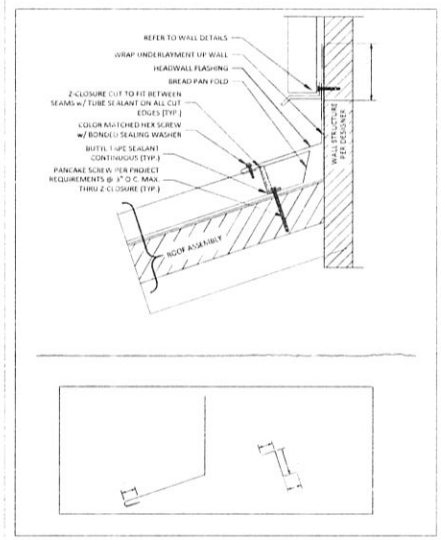
Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

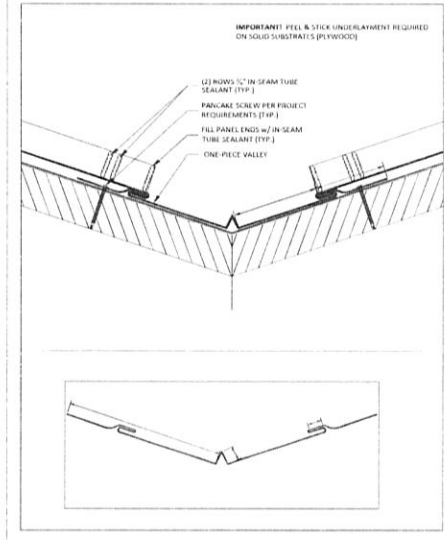
Project	Sheet
15-002	A13
Date: 10/12/2015	
Scale: As Noted	



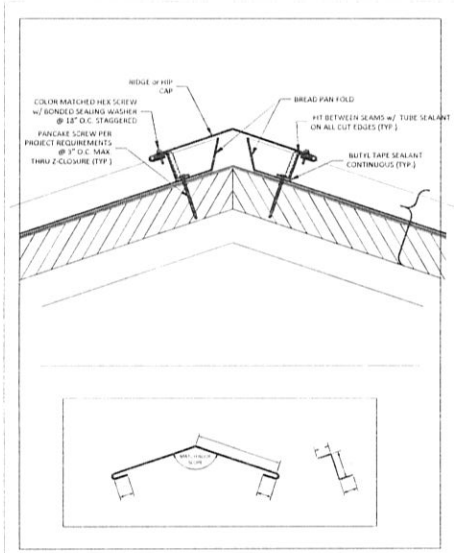
A / A14 ROOF EDGE DETAIL WITH FLASHING
SCALE 3" = 1'-0"



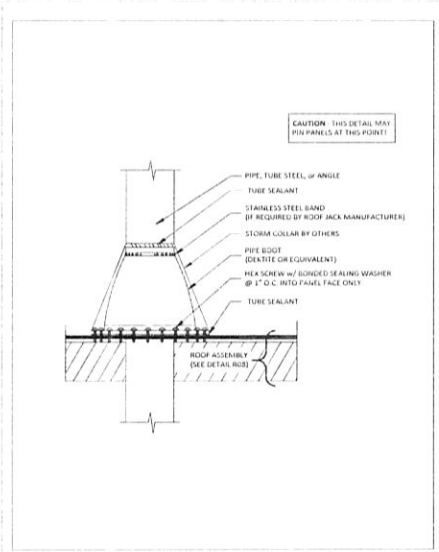
B / A14 HEAD WALL FLASHING AT STUCCO
SCALE 3" = 1'-0"



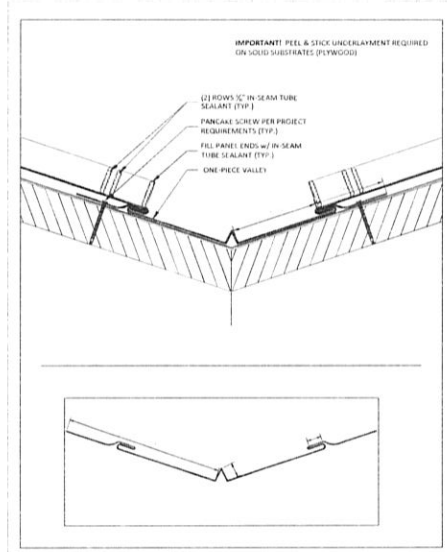
C / A14 VALLEY DETAIL
SCALE 3" = 1'-0"



D / A14 ROOF RIDGE CAP
SCALE 3" = 1'-0"



E / A14 PIPE BOOT TYPICAL
SCALE 3" = 1'-0"



F / A14 VALLEY FLASHING
SCALE 3" = 1'-0"

General Notes

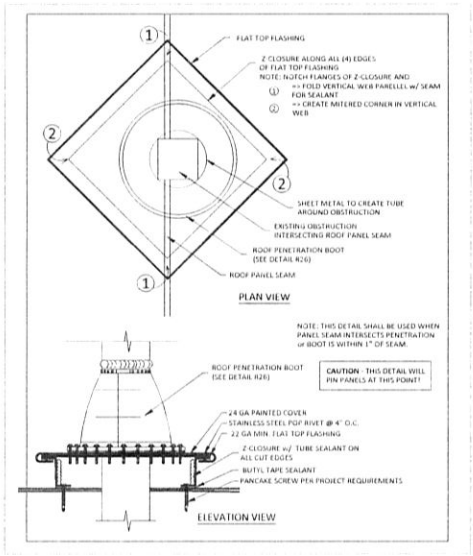
No	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP.
19194 US TOR. IN JUPITER FL
AA26002171
CGC1516778

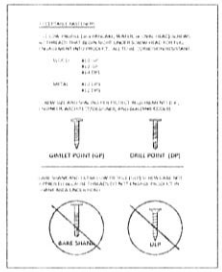
Project Name and Address
PARKS & RECREATION
PARKS RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

Project 18-002
Date 10/12/2018
Scale As Noted
Sheet A14

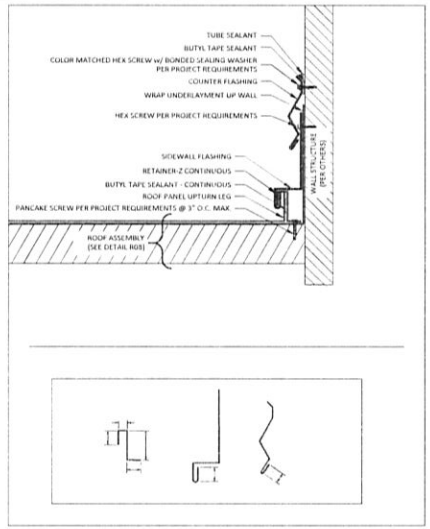
PARKS & REC'S 10/12/2018 CFC DOC 10-4-2018



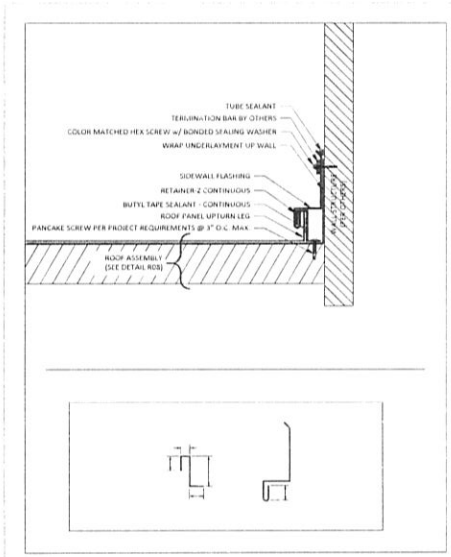
A / A15 ROOF BOOT WITH OBSTRUCTION
SCALE 3" = 1'-0"



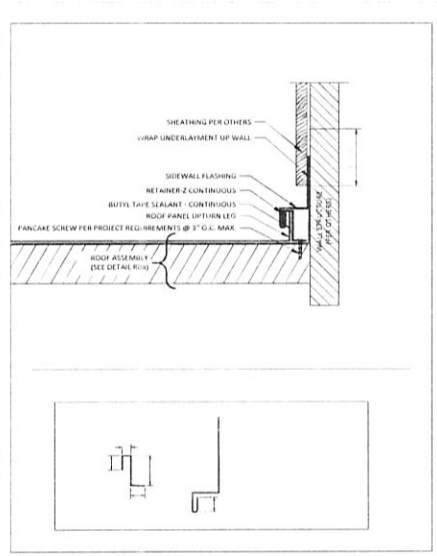
D / A15 SIDE WALL FLASHING AT STUCCO
SCALE 6" = 1'-0"



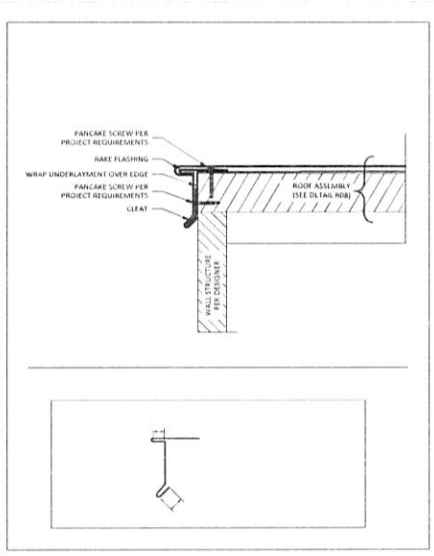
C / A15 ROOF SIDEWALL COUNTER FLASHING W/ SEALANT
SCALE 3" = 1'-0"



D / A15 TERMINATION BAR
SCALE 3" = 1'-0"



E / A15 ROOF SIDEWALL STUCCO
SCALE 3" = 1'-0"



F / A15 HEM PANEL
SCALE 3" = 1'-0"

General Notes

No.	Revision/Issue	Date

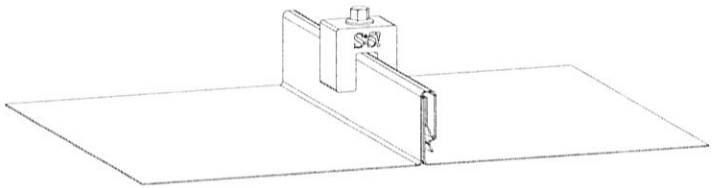
STATE OF FLORIDA
ARCHITECTURAL DESIGN GROUP
AR01819
LICENSED ARCHITECT

Firm Name and Address
ARCHITECTURAL DESIGN GROUP
19494 US TER. IN JUPITER FL
AA26000771
LC0016778

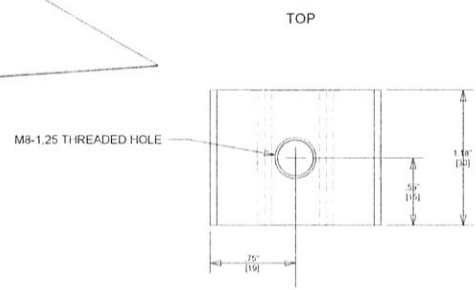
Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
MODIFIED DETAILS (2)

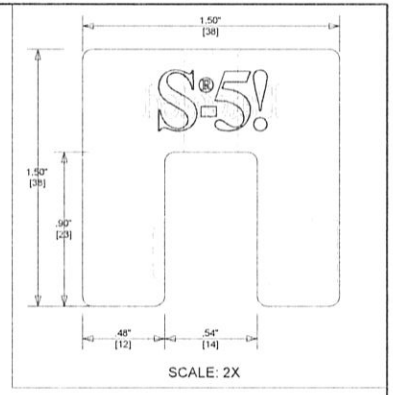
Project 15-002	Sheet A15
Date 10/12/2015	
Scale As Noted	

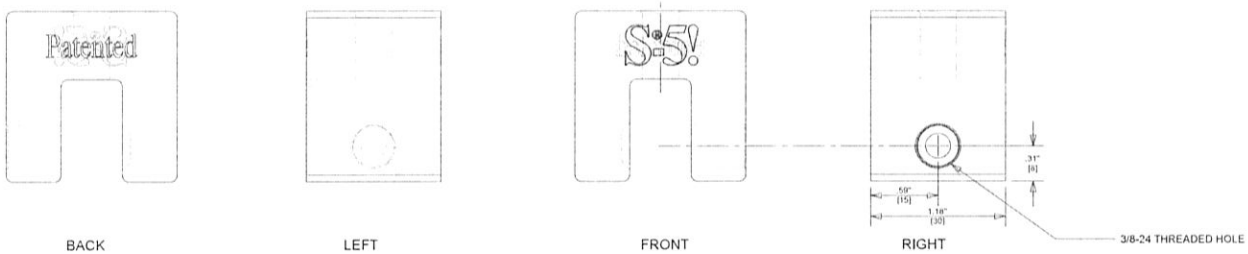
PARKS & RECS 10/12/2015 CFC DOC 10-1-2015



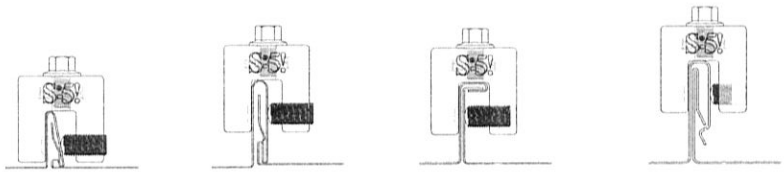
S-5-S Mini







Notes
1. S-5-S
2. M10-1.5 X 16MM HEX FLANGE BOLT
3. 3/8-24 X .8" ROUND POINT SETSCREW
4. EXAMPLE PROFILE



FOR STANDING SEAM SPECIFIC MECHANICAL LOAD TEST INFORMATION AND CLAMP INSTALLATION INFORMATION PLEASE VISIT: WWW.S-5.COM

MATERIAL: 6061 T6	S-5! The Right Way! — METAL ROOF INNOVATIONS, LTD, 8635 TABLE BUTTE RD, COLORADO SPRINGS, CO 80908, 719-495-0518, 719-495-0045 (FAX)
EST. ASSEMBLY WEIGHT: .42 LBS	TITLE: S-5-S
SUPPLIED HARDWARE:	DRAWING NO: 808-A-0-A CCD; DRAWN BY: DMMII; DATE: 05/15/2012
SCALE: 1:0.75	S-5-S PRODUCTS ARE PROTECTED BY MULTIPLE U.S. PATENTS INCLUDING 5,125,196, 5,953,188 AND 6,184,053 (OTHERS ISSUED AND PENDING). INTERNATIONAL PATENTS ARE ALSO APPLIED FOR AND PENDING UNDER THE PATENT COOPERATION TREATY WITH DIVISIONAL FILING RIGHTS RETAINED. METAL ROOF INNOVATIONS, LTD. IS LICENSOR OF S-5-S! TO THIS PATENT AGGRESSIVELY PROSECUTES PATENT INFRINGEMENT.
OTHER:	

General Notes

GENERAL NOTE:

S-5! DRAWING THIS PAGE IS FOR INFORMATION ONLY

ARCHITECTURAL BUILDING CORP HAS NO OBLIGATION TO SIGN AND SEAL THIS DESIGN AS REFERENCE IN THE CONTRACT DOCUMENT SET FOR THIS PROJECT

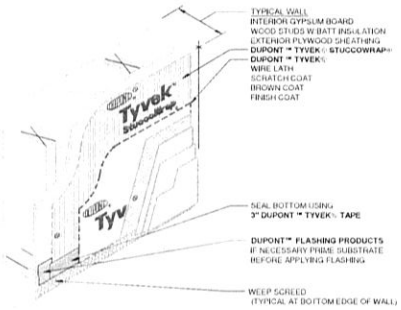
No.	Revision/Issue	Date

Firm Name and Address: ABC Architectural Building Corp. 19294 101 TER IN JUPITER FL AA#0000078 LCC#16778

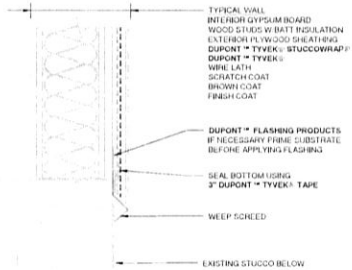
Project Name and Address: PARKS & RECREATION PARK RENOVATIONS CITY OF PORT ST. LUCIE PORT ST. LUCIE, FLORIDA

Project: 15-022
Date: 12/2/2015
Scale: As Noted
Sheet: A16

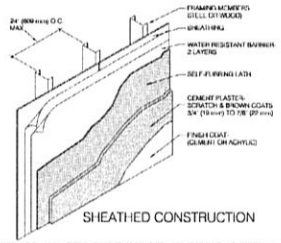
PARKS & RECS 12/12/2015 CC DOC 12-1-2015



A / A6 TYPICAL STUCCO DETAIL
SCALE 2 1/2" = 1'-0"



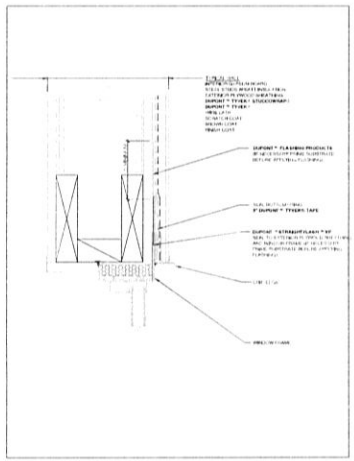
E / A6 TYPICAL STUCCO ABOVE STUCCO BELOW
SCALE 2 1/2" = 1'-0"



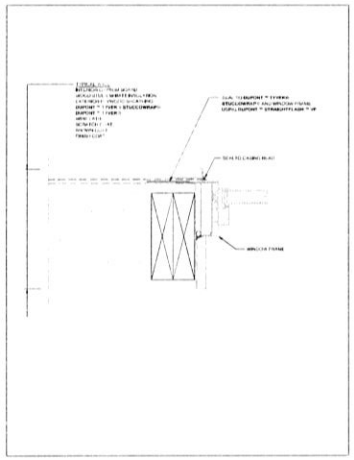
TYVEK STUCCOWRAP AND TYVEK ARE REQUIRED WATER RESISTANT BARRIERS

ALTERNATE APPROVAL IS REQUIRED BEFORE USE. COST OF THE WORK SHALL BE AS SPECIFIED UNLESS PRIOR APPROVAL IS ACQUIRED BEFORE THE BID FROM THE ARCHITECT OF RECORD

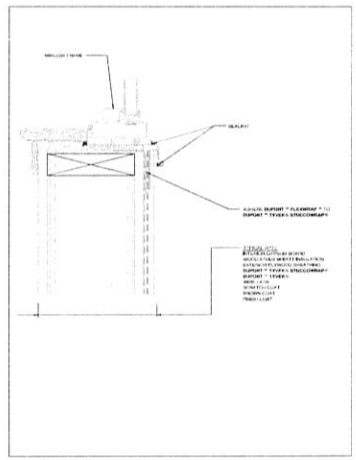
G / A6 TYPICAL 3 COAT STUCCO SYSTEM
SCALE 1 1/2" = 1'-0"



D / A6 TYPICAL NON-FLANGED WINDOW HEAD
SCALE 3" = 1'-0"



E / A6 TYPICAL NON-FLANGED WINDOW JAMB
SCALE 3" = 1'-0"



F / A6 TYPICAL NON-FLANGED WINDOW SILL
SCALE 3" = 1'-0"

General Notes

NOTES

TYPICAL DETAILS ARE TYPICAL OF TYVEK BUILDING WRAP SYSTEMS WITH TYVEK STUCCO WRAP. NO SUBSTITUTIONS FOR THIS SYSTEM WILL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE ARCHITECT OF RECORD

2. ANY ALTERNATIVE SYSTEM MUST MEET THE CRITERIA OF THE TYVEK STUCCO WRAP AND TYVEK BUILDING WRAP SYSTEM TO BE CONSIDERED FOR USE
3. 3 COAT STUCCO SYSTEM SHALL BE APPLIED OVER A TYVEK SECOND LAYER USING 3/4" # GALV. WIRE LATH WITH CUT FELT BACKING. ATTACH LATH TO WALL STUDS AT 6" ON CENTER WITH STAINLESS 1 1/4" #8 SCREWS WITH "TRUSS" TYPE HEAD. TYPICAL FOR ALL LATH INSTALLATIONS. NO NAILS OR STAPLES
4. A LATH INSPECTION BY THE BUILDING DEPARTMENT AND THE ARCHITECT OF RECORD IS REQUIRED PRIOR TO APPLICATION OF THE SCRATCH COAT OF STUCCO
5. SUBMITTALS SHALL INCLUDE ALL ITEMS NECESSARY FOR THE STUCCO ASSEMBLY INCLUDING AND NOT LIMITED TO STUCCO MANUFACTURERS SUBMITTALS, WIRE LATH, STOPS, BEADS AND FLASHING MATERIALS
6. COORDINATION WITH OTHER TRADES (ESPECIALLY ROOFING) IS MANDATORY

STATE OF FLORIDA
REGISTERED ARCHITECT
ARB1819

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP.
19294 US TOR IN JUPITER FL
AA26000671 CG0184228
561-622-5454

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

TYPICAL STUCCO DETAILS

Project 15-002	Sheet A17
Date 10/12/2015	
Scale As Noted	

PARKS & RECS 0/12/2015 CFL DOC 10-2-2015

09 24 00-1
SECTION 09 24 00

STUCCO

PART 1 GENERAL

11 MINIMUM REQUIREMENTS

A Stucco and accessory products

12 REFERENCES

** NOTE TO SPECIFIER ** Delete references from the list below that are not actually required by the text of the edited section.

A ACI (American Concrete Institute)

B ASTM International (ASTM)

1 ASTM C 91 – Standard Specification for Masonry Cement
2 ASTM C 270 – Standard Specification for Compressive Strength of Hydraulic Cement Mortars
3 ASTM C 144 – Standard Specification for Aggregate for Masonry Mortar
4 www.ASTMorg +C+150T C 150 – Standard Specification for Portland Cement
5 www.ASTMorg +C+207T C 207 – Standard Specification for Hydrated Lime for Masonry Purposes
6 www.ASTMorg +C+270T C 270 – Standard Specification for Mortar for Unit Masonry
7 ASTM C 348 – Standard Specification for Flexural Strength of Hydraulic Cement Mortar
8. www.ASTMorg +C+595T C 595 – Standard Specification for Blended Hydraulic Cements
9 ASTM C 847 – Standard Specification for Metal Lath
10 ASTM C 897 – Standard Specification for Aggregate for Job-mixed Portland Cement Based Plasters
11 ASTM C 920 – Standard Specification for Elastomeric Joint Sealants
12 ASTM C 926 – Standard Specification for Application of Portland Cement Based Plaster
13 ASTM C 979 – Standard Specification for Pigments for Integrally Colored Concrete
14 ASTM C 1063 – Standard Specification for Installation of Lathing and Furring for Portland Cement Plaster
15 www.ASTMorg +C+150T C 150 – Standard Performance Specification for Hydraulic Cement
16 www.ASTMorg +C+270T C 270 – Standard Specification for Mortar Cement
17. www.ASTMorg +C+1384T C 1384 – Standard Specification for Admixtures for Masonry Mortars
18. ASTM D 226 – Asphalt-Saturated organic Felt Used in Roofing and Waterproofing

C ICC (International Code Council)

G NMCA (Stucco Resource Guide)

D PCA (Portland Cement Association)

E ICC – ES#R# 2943 – Evaluation Report

F NCMA TR-68 – Hot & Cold Weather Masonry Construction Manual

14 SUBMITTALS

A Submit under provisions of Section 01 30 00 – Administrative Requirements

B Product Data Manufacturer's data sheets on each product to be used, including:

1 Mixing and preparation instructions and recommendations
2 Storage and handling requirements and recommendations
3 Installation methods

C Test Reports

1 Submit certified test reports showing that the cementitious components of the mortar mix comply with the specified requirements
2 Submit certified test report showing that the mortar complies with the specified requirements

D Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors

E Verification Samples: For each finish product specified, two samples, minimum size 8 inches (150 mm) long representing actual product, in color selected

15 QUALITY ASSURANCE

A Manufacturer Qualifications: Firm specializing in manufacture of masonry materials with minimum 10 years experience

B Installer Qualifications: Minimum 5 year experience installing similar products

C Mock-up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1 Finish areas designated by Architect
2 Do not proceed with remaining work until workmanship is approved by Architect
3 Refinish mock-up area as required to produce acceptable work

16 PRE-INSTALLATION MEETINGS

A Preinstallation Meeting: At least three weeks prior to commencing work conduct a meeting at the project site to discuss contract requirements and job conditions

B Require the attendance of plastering contractor and installers of related materials

C Notify Architect in advance of meeting

17 DELIVERY, STORAGE, AND HANDLING

A Deliver stucco mix to site in manufacturer's original unopened sealed bags with labels clearly indicating manufacturer and material

B Store materials indoors in an area protected from freezing, excessive heat and damage. Refer to "Store Materials" ASTM C 926

C Deliver all lath, trim accessories and other specified products in original containers. Any damaged materials must be replaced

18 PROJECT CONDITIONS

A Do not apply when air or substrate temperature is below 40 degrees F (4 degrees C) or above 90 degrees F (32 degrees C) within 48 hours after application.

1 50 degrees F (10 degrees C) limitation does not apply to AMX 750 – see data sheet for application instructions

B Do not apply to frozen substrate or to a substrate containing frost

C Application must comply with referenced standards and manufacturer's published recommendations

D We not store or apply materials when temperatures are below 40 degrees F (4 degrees C) or above 90 degrees F (32 degrees C).

E Protect from uneven and excessive evaporation during dry weather and from strong blasts of dry air

19 SCHEDULING

A Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

PART 2 PRODUCTS

21 MANUFACTURERS

A Acceptable Manufacturer: Amerimix, which is located at: 8508 Arrowridge Blvd. Charlotte, NC 28273; Toll Free Tel: 866-55-0799; Tel: 704-525-1621; Fax: 704-525-5141; Email: request info (support@amerimix.com); Web: www.amerimix.com

B Substitutions: Submit for approval any product that meets or exceeds this specification.

22 MATERIALS

A Stucco Portland cement stucco by Amerimix Companies comprised of the following base finish coats.

1 Base Coat: Amerimix AMX 700 SDF Scratch, Brown & Finish Stucco
2 Finish Coat: Amerimix AMX 775 C – Colored Stucco
3 Finish Coat: Amerimix AMX 750 SFF Stucco Texture Finish
4 Finish Coat: Amerimix AMX 750 SST Stucco Sand Texture.

B Accessory Products:

1 Flashing: Corrosion-resistant materials.
2 Building Wrap: Tyvek Stucco Wrap and Tyvek Building Wrap

C Plaster Trim Accessories

1 Properly sized for the specified application
2 As specified or as indicated on the drawings
3 With weep holes when used at base of wall

D Lath (conventional stucco systems) installed per ASTM C 1063 / Lath (one-coat stucco system) per ICC-ES#R #2943

1 Expanded Metal Lath – ASTM C 847, galvanized steel, 3.4 pounds per square yard.

E Joint Sealants: ASTM C 920, closed cell backer rod compatible with sealants

23 MIXING

A Mixing Procedure: Follow product mixing instructions from technical data sheets.

B Re-tempering: Use cement plaster within 1 hours of initial mixing

C Hot Weather: Follow National Concrete Masonry Association recommendations for hot weather construction.

D Cold Weather: Follow National Concrete Masonry Association recommendations for cold weather construction.

PART 3 EXECUTION

31 EXAMINATION

A Do not begin installation until substrates have been properly prepared.

B If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation. Corrections of the substrate must be made before proceeding.

32 PREPARATION

A Clean surfaces thoroughly prior to installation

B Prepare surfaces in accordance with ASTM C 926 and products published information in the technical data sheet

C Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions

33 INSTALLATION

A Install in accordance with manufacturer's instructions and in accordance applicable IBC, IRC, ASTM, ICC, and local requirements

34 CURING

A Cure and provide time between coats in accordance with ASTM C 926 and manufacturer's instructions.

B Provide sufficient moisture in the plaster mix by curing to permit continuous hydration of the cementitious materials

C Allow sufficient time between coats to permit each coat to cure and develop sufficient strength to resist cracking or other physical damage before the next coat is applied.

D Where allowed by local jurisdictions, the IBC "Alternative Method" may be used as the standard for time between coats and curing

35 FIELD QUALITY CONTROL

A Architect or qualified third party will inspect the application at the following stages to confirm the Amerimix Stucco is being applied and cured as specified – and as indicated on the drawings

1 Completion of substrate installation, preparation, flashing and lathing
2 Completion of base coat application
3 Completion of finish coat application

36 CLEANING

A Remove and dispose of all temporary materials used to protect adjacent work and surrounding areas

B Remove and clean from surfaces not intended to receive the Amerimix Stucco

37 PROTECTION

A Protect installed products until completion of project

B Touch-up, repair or replace damaged products before Substantial Completion

END OF SECTION

General Notes

REFER TO SHEET A17 FOR GEN NOTES

STATE OF FLORIDA
LICENSED ARCHITECT
ARB1619

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP.
15294 US TER. IN JUPITER FL
AA26000671 CGC1508328
561-762-5454

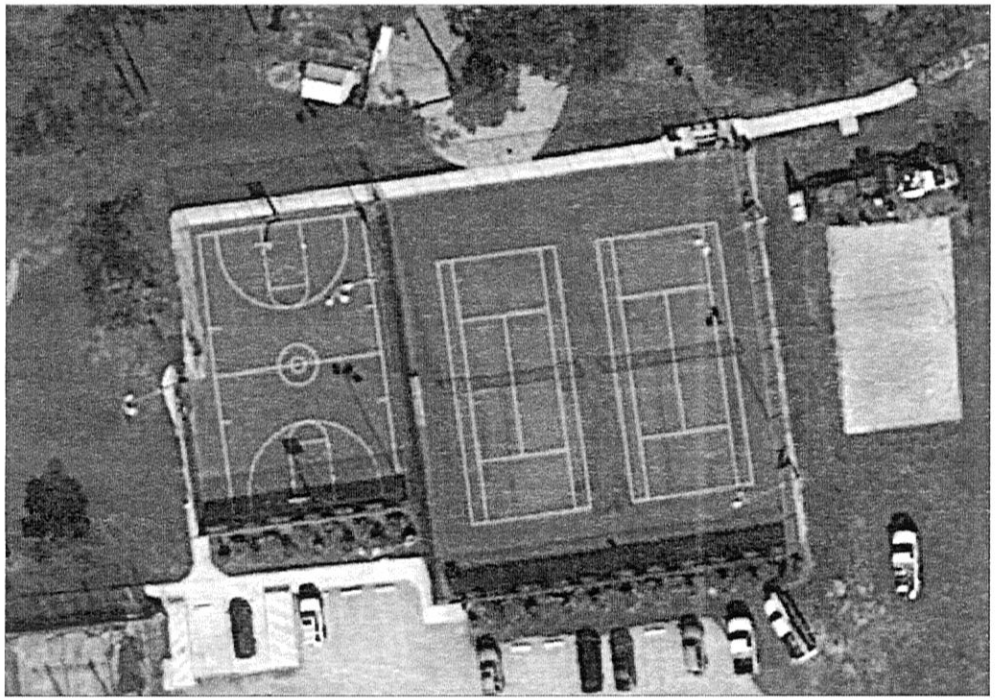
Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

PARCEL SHEET NO.

Project B-002	Sheet A18
Date 10/12/2015	
Scale As Noted	

PARKS & REC'S 10/12/2015 CFC DOC 10/12/2015



RESURFACE CONTRACTOR MUST VISIT THE SITE, MEASURE THE SURFACE AREA TO BE RESURFACED AND PROVIDE A COMPLETE PRICE FOR THE WORK PER THE SCOPE OF WORK.

ANY SUBSTITUTIONS OR ALTERNATE PRODUCTS OTHER THAN THE BASIS OF DESIGN (SEE A101 SPEC) MUST BE SUBMITTED AND APPROVED PRIOR TO BID. NO SUBSTITUTIONS WILL BE ALLOWED AFTER THE BID.

a. COURT PREPARATION: Remove loose dirt, mildew, oil spots and foreign matter from court.

b. VEGETATION REMOVAL: Remove grass or other vegetation growing on the court surface, sterilize and patch with acrylic patch binder as necessary.

c. CRACK REPAIR: Patch cracks wider than 1/16 inch with acrylic crack filler. All filled cracks will be sanded level with surrounding court surface.

d. PATCHING: All areas holding 1/8 inch of water for more than one hour after flooding shall be patched with acrylic patch binder. All patches will be sanded level with surrounding court surface.

e. ACRYLIC RESURFACER COURSE: Over the entire court area, apply one (1) coat of Peco Acrylic Resurfacer, a concentrated and pigmented emulsion fortified with silica sand to provide a leveling and filler coat for succeeding color applications.

f. ACRYLIC TEXTURE COURSE: Apply two (2) coats of Peco Color MP with silica sand to provide a tough, durable, textured playing surface in the Owner's choice of standard colors.

g. PLAYING LINES: Accurately locate, mark, and paint two inch wide playing lines, using white striping heavy bodied acrylic latex compound with pigments and mineral filler to form a high hiding line for application of asphalt or acrylic color coated surfaces.

h. COURT COMPLETION: Paint the existing net posts, and re-install the existing nets. (THIS FOR TENNIS ONLY)

ALTERNATE: 500 LF OF 1 FT. WIDE FIBERGLASS MESH FOR CRACK REPAIR. INCLUDE ALL NECESSARY MATERIALS AND LABOR, OVERHEAD AND PROFIT TO INSTALL A COMPLETE ASSEMBLY.

General Notes

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP.

8294 US TER. N. JUPITER FL
AA26001071 CGC1516218
561-741-5454

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

LINCOLN PARK
PARSE HALL COURT TENNIS COURT RESURFACE

Project 15-001	Sheet A19
Date 10/12/2015	
Scale As Noted	

PARKS & RECS. 9/16/2015 CPC DOC 10-1-2015

TEXTURED ACRYLIC COLOR SURFACING
FOR TENNIS COURTS AND PLAY AREAS

PART 1 GENERAL

1.1 GENERAL DESCRIPTION

A. Textured acrylic surfacing for asphalt tennis courts and similar play areas

1.2 RELATED SECTIONS

B. References

1. National Asphalt Paving Association (NAPA)
2. United States Tennis Association (USTA)
3. International Tennis Federation (ITF)
4. American Sport Builders Association (ASBA)

1.3 QUALITY ASSURANCE

A. Surfacing shall conform to the guidelines of the ASBA for planarity.

B. All surface coatings products shall be supplied by a single manufacturer.

C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.

D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.

E. The installer shall be an authorized applicator of the specified system.

F. The manufacturer's representative shall be available to help resolve material questions.

1.4 SUBMITTALS

A. Manufacturer specifications for components, color chart and installation instructions.

B. Authorized Applicator certificate from the surface system manufacturer.

C. ITF classification certificate for the system to be installed.

D. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.

E. Current Material Safety Data Sheets (MSDSs).

1.5 MATERIAL HANDLING AND STORAGE

A. Store materials in accordance with manufacturer specifications and MSDS.

B. Deliver product to the site in original unopened containers with proper labels attached.

C. All surfacing materials shall be non flammable.

1.6 GUARANTEE

A. Provide a guarantee against defects in the materials and workmanship for a period of TWO YEARS from the date of substantial completion.

1.7 INSTALLER QUALIFICATIONS

A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.

B. Installer shall be an Authorized Applicator of the specified surface system.

C. Installer shall be a builder member of the ASBA.

1.8 MANUFACTURER QUALIFICATIONS

A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.

B. System manufacturer shall be a US owned company.

C. System manufacturer shall be a member of the ASBA.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. California Products Corp., Andover, MA. 01810 / DecoTurf (PLEXIPAVE)

B. Substitutions: Submit requests at least 7 days prior to the bid date with a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The system shall have an ITF pace rating in Category 2. Under no circumstance may the final color surface contain silica sand added at the job site.

2.2 MATERIALS

A. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections

B. Crack Filler (California Crack Filler) - for use in filling fine cracks.

C. Acrylic Filler Course (California Acrylic Resurfacer) - for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site

D. Acrylic Color Playing Surface (DecoColor MP/DecoBase I) - for use as the finish color and texture. DecoColor MP and DecoBase I are blended at the job site to achieve the correct surface texture. *DecoColor Plus may be used as an alternative material.

E. Line Paint (California Line Paint) - for use as the line marking on the court/play surface

F. Clear Glo - shall be used as a sealer in heavy traffic areas

G. Water - for use in dilution mixing shall be clean and potable.

2.3 MATERIAL SPECIFICATIONS

A. Court Patch Binder - 100% acrylic resin blended with Portland Cement and silica sand

1) Percent solids by weight (minimum) 46%
2) Weight 8.7-8.9 lbs./gallon

B. California Crack Filler - 100% acrylic resin heavily filled with sand

1) Percent solids by weight (minimum) 85%
2) Weight 15 lbs./gallon

C. California Acrylic Resurfacer - 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain less than 3.5% attapulgite

1) Percent solids by weight (minimum) 26.7%
2) Weight 8.7-8.9 lbs./gallon

D. DecoColor MP - 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain less than 10% chrome oxide

1) Percent solids by weight (minimum) 43.0%
2) Weight 10.5 /gallon

E. DecoBase I Neutral - 100% acrylic resin (containing no vinyl copolymerization constituent). Contains not more than 63% rounded silica sand

1) Percent solids by weight (minimum) 71%
2) Weight 12.0 lbs./gallon

F. California Line Paint - 100% acrylic resin (containing no alkyds or vinyl constituents). Texturing shall be rounded silica sand.

1) Percent solids by weight (minimum) 60.5%
2) Weight 12-12.3 lbs./gallon

G. Clear Glow - 100% clear acrylic sealer.

1) Percent solids by weight (minimum) 38.4%
2) Weight 8.7 lbs.

All surfacing materials shall be non-flammable and have a VOC content of less than 100g./lt. Measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

PART 3 EXECUTION

3.1 WEATHER LIMITATIONS

A. Do not install when rainfall is imminent or extremely high humidity prevents drying.

B. Do not apply unless surface and air temperature are 50 F and rising.

C. Do not apply if surface temperature is in excess of 140 F.

3.2 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.

B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of **Court Patch Binder** according to manufacturer's specifications.

C. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix: 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). **This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer.** The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.

D. Filler Course (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to precoat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer	55 gallons
Water	20 - 40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

On new asphalt, two coats of Acrylic Resurfacer shall be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3.3 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matter. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

B. Blend DecoBase I and DecoColor MP with a mechanical mixer to achieve a uniform mixture. The mix shall be:

DecoBase I	55 gallons
DecoColor MP	15 gallons
Water	23 gallons

C. Application shall be made by 50 durometer rubber faced squeegees. The mixture should be poured out to the court surface and spread to a uniform thickness in a regular pattern.

D. A total of 2 applications of textured DecoColor MP shall be made to achieve a total application rate of not less than .10 gal./sy. No application should be made until the previous application is thoroughly dry.
E. A single finish coat of DecoColor MP shall then be mixed and applied in the same manner as the texture coats at a rate of .04 gal/sy. The mix shall be:

DecoColor MP	55 gallons
Water	38 gallons

3.4 LINE PAINTING

A. Line shall be 2" wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA and USTA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sf /gal. (3-4 gal. per tennis court).

3.5 APPLICATION OF HEAVY DUTY TOP COAT

A. Multi Sport play areas with concentrated wear areas such as basketball alleys may receive an extra coat of a clear sealer to extend life expectancy.

3.6 PROTECTION

A. Erect temporary barriers to protect coatings during drying and curing.

B. Lock gates to prevent use until acceptance by the owner's representative

3.7 CLEAN UP

A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.

B. Leave site in a clean and orderly condition.

General Notes

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP.
15254 101 TER. N. JUPITER FL
AA26000271 CGC1516228
561-747-5454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
LYNGATE PARK
BASKETBALL COURT / TENNIS COURT
RESURFACE

Project 15-002
Date 10/12/2015
Scale As Noted
Sheet A19.1

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10/12/2015
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Scope of work for door replacement:

Inspect and measure the existing doors before ordering the new doors and frames. Make sure of required clearances can be met with the new door and frame. Modify the doors and frames at the factory to fit the opening if required. No field modifications are allowed, such as grinding etc as it will destroy the galvanized coatings on the doors and frames.

Doors will be installed by a Trade Contractor who can provide evidence of 5 years of experience installing doors. This work will not be self performed unless the General Contractor can show evidence of installation of steel doors and frames for a period of 5 years. Provide evidence of the installer with the door submittals for review. The Architect of Record will make final decisions on acceptability based on the submittal. Failure to provide this information will be subject to contract termination.

Remove hardware for re-use. Exclude door hinges. Door closers will not be re-used. All hardware other than exception noted will be re-used with the new door and frame. Protect hardware from damage. The contractor shall replace the existing hardware to be reused if it is lost or mis-placed prior to installation in the new door and frame.

Door frame shall be removed and new door frame installed in one work day with a temporary locking mechanism to secure the premises. Do not remove more than can be reinstalled in a work day. The contractor shall be responsible for damages at any location that cannot be secured against intrusion or vandalism.

Grout block cells adjacent to door frames where cells are hollow. Use high yield-early strength grout. Submit product for approval prior to application. Fill cells from the interior. If possible from above the door frame. If filling from the exterior is the only approach possible, patch holes flush with existing wall surface and paint the entire wall corner to corner.

Protection of the adjacent surfaces will be the responsibility of this contractor. COVER ALL FIXTURES AND FLOORS WITH DROP CLOTH DURING DEMOLITION. CLEAN ALL TOILETS AND FIXTURES AFTER DEMOLITION IS COMPLETE. All disturbed areas will be repaired and/or replaced with finishes to match original finishes in a like new condition. THE CONTRACTOR WILL BE REQUIRED TO REPLACE ANY FIXTURES THAT ARE DAMAGED AS A RESULT OF NON COMPLIANCE WITH THESE INSTRUCTIONS.

All caulking and sealants required for a complete installation is required.

Door frame shall be installed true and plumb to receive the door unit.Installation of the door frames shall be in concurrence with the FBC Submit Florida Product Approval data for doors and frames requirements for High Velocity Hurricane Zones.

Door and frame shall meet the test requirements for Category II 3 sec peak gust of 159 mph per ASCE 7-10. Infiltration testing is not required for this door as there is a provision for water intrusion and evacuation out under the door unit without a threshold device.

Door and frame shall be galvanized with primer ready to receive paint finishes. Paint tops and bottoms of doors with same paint requirements for exposed faces. Two coats of oil based enamel will be applied to doors and frames. No exceptions.

Apply environmental controls for disposal of all paint containers and clean up accessories. No items will be disposed of in City owned trash containers.Clean up of brushes, rollers, tools, etc will not be done in the sinks or lavatories at the project site. Contractor will be responsible for cleaning and/or replacement of fixtures damaged by non compliance to this requirement.

Disposal of all demolished items to allow for new work shall be at the sole expense of this contractor. All debri shall be removed from City property immediately upon demolition. Temporary Barricades shall be set up to provide a safe environment for public access to adjacent areas and to protect the work area from intrusion.

UNISEX HANDICAP RESTROOM
1. REMOVE EXISTING DOOR, FRAME AND HARDWARE
2. TURN EXISTING HARDWARE OVER TO PSL PROJECT MANAGER
3. GROUT ADJACENT BLOCK CELLS WITH GROUT IF REQUIRED
4. PAINT TOP AND BOTTOM OF DOOR PRIOR TO INSTALLATION
5. INSTALL NEW RATED FRAME (WITH NEW SS HINGES), RATED DOOR, FLASHING
6. PAINT DOOR, FRAME AND ADJACENT AREAS PER A202
7. INSTALL HARDWARE PROVIDED BY PSL (DEAD BOLT LOCK SET AND KEYED LEVER LOCK SET) AFTER PAINTING. DO NOT CUT IN PAINT TO HARDWARE
8. INSTALL SILENCERS ON DOOR FRAME AFTER DOOR PAINT IS CURED

MENS RESTROOM
1. REMOVE EXISTING DOOR, FRAME AND HARDWARE
2. TURN EXISTING HARDWARE OVER TO PSL PROJECT MANAGER
3. GROUT ADJACENT BLOCK CELLS WITH GROUT IF REQUIRED
4. PAINT TOP AND BOTTOMS OF DOOR PRIOR TO INSTALLATION
5. INSTALL NEW FRAME (WITH NEW SS HINGES) AND DOOR
6. PAINT DOOR, FRAME AND ADJACENT AREAS PER A202
7. INSTALL HARDWARE PROVIDED BY PSL (DEAD BOLT LOCK SET AND KEYED LEVER LOCK SET) AFTER PAINTING. DO NOT CUT IN PAINT TO HARDWARE
8. INSTALL SILENCERS ON DOOR FRAME AFTER DOOR PAINT IS CURED

WOMENS RESTROOM
1. REMOVE EXISTING DOOR, FRAME AND HARDWARE
2. TURN EXISTING HARDWARE OVER TO PSL PROJECT MANAGER
3. GROUT ADJACENT BLOCK CELLS WITH GROUT IF REQUIRED
4. PAINT TOP AND BOTTOMS OF DOOR PRIOR TO INSTALLATION
5. INSTALL NEW FRAME (WITH NEW SS HINGES) AND DOOR
6. PAINT DOOR, FRAME AND ADJACENT AREAS PER A202
7. INSTALL HARDWARE PROVIDED BY PSL (DEAD BOLT LOCK SET AND KEYED LEVER LOCK SET) AFTER PAINTING. DO NOT CUT IN PAINT TO HARDWARE
8. INSTALL SILENCERS ON DOOR FRAME AFTER DOOR PAINT IS CURED

General Notes

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP.
15254 US TEN N. JUPITER FL
AA26000671 CGC1516378
561-722-5454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
VETERANS PARK
RESTROOM DOOR REPLACEMENT

Project 15-002	Sheet A20
Date 10/12/2015	
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08110-1

SECTION 08110
STEEL DOORS AND FRAMES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Steel doors and steel frames.

1.2 RELATED SECTIONS

A. Section 04800 - Masonry Assemblies. B. Section 08710 - Door Hardware.
C. Section 09900 - Painting: Field painting of doors and frames.

1.3 REFERENCES

A. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames. 1998.

B. ANSI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Painted Steel Surfaces for Steel Doors and Frames.

C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames. 1998.

D. ANSI A250.11, Recommended Erection Instructions for Steel Frames.

E. ASTM A 366/A 366M - Standard Specification for Commercial Steel (CS) Sheet, Carbon, (0.15 Maximum Percent) Cold-Rolled. 1997.

F. ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-coated (Galvannealed) by the Hot-Dip Process. 1998.

G. ASTM E-90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

H. DHI A115IG - Installation Guide for Doors and Hardware. 1994. I. NFPA 80 - Standard for Fire Doors and Windows. 1999.
J. NFPA 252 - Standard Methods of Fire Tests for Door Assemblies. 1999. K. UL 10B - Standard for Fire Tests of Door Assemblies. 1997.
L. UL 10C - Positive Pressure Fire Tests of Door Assemblies.

1.4 SUBMITTALS

A. Submit doors and frames for approval prior to starting work.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Include schedule identifying each unit, with door marks or numbers referencing drawings. Show layout, profiles, product components and anchorages.

D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

E. Provide all product approvals for the State of Florida to comply with FBC applications in High Velocity Hurricane Zones.

F. Closeout Submittals: Provide manufacturer's maintenance instructions and all warranties.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum five years documented experience manufacturing products specified this Section.

B. Installer Qualifications: Minimum five years documented experience installing products specified this Section.

C. All products shall conform to the requirements of ANSI A250.8, "SDI 100 Recommended Specifications for Standard Steel Doors and Frames".

D. Fire Rated Doors:
1. Doors shall be tested in accordance with UL 10B, "Fire Tests of Door Assemblies", NFPA 252, "Fire Tests of Door Assemblies", and UL 10C, "Positive Pressure Fire Tests of Door Assemblies".
2. Doors must have an approved marking or physical label, applied by an authorized facility, in accordance with the procedure set forth by an independent certification agency.

E. All doors shall have a product approval label for compliance with the FBC. No doors will be installed that do not have the proper product testing and approval for this location.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Handle, store and protect products in accordance with the manufacturers printed instructions and ANSI/SDI A250.10 and NAAMM/HMMA 840.

B. Store frames in an upright position with heads uppermost under cover. Place on 4 inch (102 mm) high wood sills to prevent rust and damage. Store assembled frames five units maximum in a stack with 2 inch (51 mm) space between frames to promote air circulation.

C. Do not store under non-vented plastic or canvas shelters. D. Remove wrappers immediately if they become wet.

1.7 SEQUENCING

A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.

B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

C. Installation shall be complete to allow for secure premises. At no time shall the rooms be left open to the public after work hours.

08110-2

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Republic Doors and Frames, which is located at 155 Republic Dr.
McKenzie, TN 38201, Toll Free Tel: 800-733-3667,
Tel: 731-352-3383, Fax: 731-352-2556

Alternative Manufacturer is Daybar Industries Limited, Largo, Florida

B. Requests for substitutions will be considered by submittal. No substitutions will be made that allows less than the minimum specified in this document.

2.2 MATERIALS

A. Uncoated Steel Sheet: Cold rolled commercial steel sheet complying with ASTM A 366/A 366M.

B. Galvannealed Steel Sheet: ASTM A 653/A 653M, commercial quality, hot-dipped.
1. Coating Thickness: A60 coating.

2.3 DOORS AND FRAMES

A. Doors: Full flush (No Vertical Face Seams), complying with ANSI A250.8; face panels laminated to core and complete unit closed with steel perimeter channels projection welded to face sheets.
1. Thickness: 1-3/4 inches (44 mm).
a. ANSI Level 3, Model 2, 16 gage (1.3 mm) faces, visible edge seams.
2. Faces:
a. Full flush.
3. Face Material:
a. Galvanized steel sheet.
4. Core: Doors fabricated by laminating panels to a specified core and the complete unit closed with steel perimeter channels, projection welded to the face sheets. Core shall be as follows:
a. 3/4 inch (13 mm) cell honeycomb core.
5. Finish: Factory prime finish.

B. Door Reinforcements:
1. Top and Bottom Channels: 16 gage steel, projection welded to both face sheets at a maximum of 2-1/2 inches (64 mm) on center.
a. For exterior Doors: Fill top channel with epoxy and grind smooth.
2. Hinge Reinforcement: Hinge reinforcing channel shall be projection welded to both face sheets at a maximum of 5 inches (127 mm) on center.
a. DL Series: 1-3/4 inch (44 mm) thick. Reinforced with continuous 16 gage channel with additional 9 gage reinforcements located at each hinge preparation.
3. Lock Reinforcing Channel: Lock reinforcing channel shall be projection welded to both face sheets.
a. DL Series: Non beveled and reinforced with a continuous 16 gage channel. 16 gage reinforcements for mortised or cylindrical locks are of an integral type in accordance with ANSI A115 standards.
4. Closer Reinforcement: 12 gage box type reinforcement, 18 inches (457 mm) long.

C. Fire Rated Doors: Ratings as indicated on Door Schedule, when tested in accordance with NFPA 252 or UL 10B.
1. Labeled by UL or WH.

2.4 FRAMES CONSTRUCTION

A. Frames: Formed steel sheet, with 2 inch (50 mm) wide face jambs and heads unless otherwise indicated, complying with ANSI A250.8.
1. Frame Depth:
2. ANSI Level 3 Doors: 16 gage (1.5 mm) frames.
3. Material: Galvannealed steel sheet.
4. Corners: Mitered, face welded and ground smooth.
5. Provide 3 silencers for single doors, 2 silencers on head of frame for pairs of doors.
6. Finish: Factory prime finish.

B. Reinforcements for 1-3/4 inch (44 mm) Frames:
1. Hinge Reinforcements: 9 gage (3.8 mm).
2. Strike Reinforcement: 12 gage (3.4 mm) equivalent.
3. Closer Reinforcements: 12 gage (2.6 mm).

C. Frame Anchors: Minimum of six wall anchors and two base anchors. Provide with an additional anchor for every 30 inches (762 mm) over 90 inches (2286 mm).

2.5 FACTORY FINISH

A. All doors, frames, and stick components shall be cleaned and finished in accordance with ANSI A250.10, "Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames".

B. Preparation: Clean and phosphatize surfaces of steel doors and frames".

C. Primer: Apply one coat of a gray, alkyd acrylic enamel primer, forced cured.

D. Finish Paint with alkyd acrylic enamel using a two-coat process, with each coat being force cured after each coating.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installations until substrates have been properly prepared.

B. Verify that substrate conditions are acceptable for installation of doors and frames in accordance with manufacturer's installation instructions and technical bulletins.

C. Verify door frame openings are installed plumb, true, and level.
D. Select fasteners of adequate type, number, and quality to perform intended functions. E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install frames plumb, level, rigid and in true alignment in accordance with ANSI A250.11.

"Recommended Erection Instructions for Steel Frames" and ANSI A115IG, "Installation Guide for Doors and Hardware".

C. All frames other than slip-on types shall be fastened to the adjacent structure to retain their position and stability.

D. Where grouting is required in masonry installations, frames shall be braced or fastened to prevent the pressure of the grout from deforming the frame members. Grout frames by pumping after securely anchoring into the substrate. Prepare doors for grouting and sand and seal all penetrations before painting.

E. Install fire-rated doors and frames in accordance with NFPA 80 and local code authority requirements.

F. Install doors to maintain alignment with frames to achieve maximum operational effectiveness and appearance. Adjust to maintain perimeter clearances as required. Shim as needed to assure the proper clearances are achieved.

G. Install hardware in accordance with the hardware manufacturer's recommendations and templates. ANSI A115IG, "Installation Guide for Doors and Hardware" shall be consulted for other pertinent information.

3.4 CLEARANCES

A. Clearance between the door and frame head and jambs for both single swing and pairs of doors shall be 1/8 inch (3.2 mm).

B. Clearance between the meeting edges of pairs of doors shall be 3/16 inch plus or minus 1/16 inch (5 mm plus or minus 1.6 mm). For fire rated applications, the clearance between the meeting edges of pairs of doors shall be 1/8 inch plus or minus 1/16 inch (3.2 mm plus or minus 1.6 mm).

C. Bottom clearance shall be 3/4 inch (19 mm) (Standard).

D. The clearance between the face of the door and door stop shall be 1/16 inch to 1/8 inch (1.6 mm plus or minus 3.2 mm).

E. All clearances shall be, unless otherwise specified, subject to a tolerance of plus or minus 1/32 inch (.4 mm).

3.5 ADJUSTING AND CLEANING

A. Adjust doors for free swing without binding.

B. Adjust hinge sets, locksets, and other hardware. Lubricate using a suitable lubricant compatible with door and frame coatings.

C. Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions before owner's acceptance.

D. Remove from project site and legally dispose of construction debris associated with this work.

3.6 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

2.2 HINGES

A. Hinges shall be of one manufacturer as listed for continuity of design and consideration of warranty and shall be certified and listed by the following:
1. Butts and Hinges: ANSI/BHMA A156.1
2. Template Hinge Dimensions: ANSI/BHMA A156.7

B. Butt Hinges
1. Hinge weight and size unless otherwise indicated in hardware sets.
a. Doors up to 36 inches (914 mm) wide and up to 1-3/4 inches (44.5 mm) thick provide hinges with a minimum thickness of .134 inch (3.4 mm) and a maximum of 4-1/2 inches (114 mm) in height.
b. Width of hinge is to be minimum required to clear surrounding trim.
2. Base material unless otherwise indicated in hardware sets.
a. Exterior Doors: 304 Stainless Steel.
b. Fire Rated Doors: 304 Stainless Steel materials.
c. Stainless Steel ball bearing hinges shall have stainless steel ball bearings. Steel ball bearings are unacceptable.
3. Quantity of hinges per door unless otherwise stated in hardware sets.
a. Doors 90 inches (1524 mm) up to 90 inches (2286 mm) in height provide 3 hinges.
4. Hinge design and options unless otherwise indicated in hardware sets.
a. Hinges are to be of a square corner five-knuckle design, flat button tips and have ball bearings unless otherwise indicated in hardware sets.
b. Out-swinging exterior and out-swinging access controlled doors shall have non-removable pins (NRP) to prevent removal of pin while door is in closed position.
c. When full width of opening is required, use hinges that are designed to swing door completely from opening when door is opened to 95 degrees.
d. When stems are necessary to correct frame or door irregularities, provide metal stems only.
5. Acceptable Manufacturer
a. Hager Companies BB1279/BB1191 standard weight, BB1168/BB1199 heavy weight.
b. This specification requires the use of BB1199 Hinges, Stainless Steel

General Notes

No.	Revision/Issue	Date

Firm Name and Address

ARCHITECTURAL BUILDING CORP.

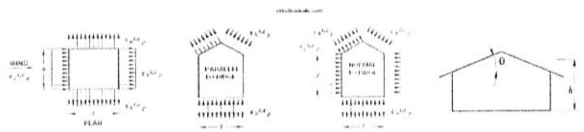
19294 US 1 TER N. JUPITER FL
AA26002071 CGC058272
561-741-5454

Project Name and Address

PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
VETERANS PARK
RESTROOM PAIR REPLACEMENT
SPECIFICATIONS

Project: 15-002
Date: 10/12/2015
Scale: As Noted
Sheet: A20.1

PARKS & RECS 10/12/2015 CFC DOC 10-12-2015



[illegible]	
Ultimate Wind Velocity (mph)	[illegible]
Nominal Wind Velocity (mph)	[illegible]
Exposure	[illegible]
Internal Pressure	Enclosed
Height above ground (ft)	[illegible]
Standard Wall Height (ft)	[illegible]
Mean Roof Height (ft)	[illegible]
Building Width (ft)	[illegible]
Building Length (ft)	[illegible]
Roof Slope (x:12)	[illegible]
Roof Angle (degrees)	18.43
1st Edge Strip (ft)	[illegible]
End Zone (ft)	[illegible]

WindLoadCalc.com

OPENING INFORMATION						OPENING PRESSURES	
						Ultimate Wind Load Pressure	
WIND LOAD FOR:	ZONE	OPENING ELEVATION (feet)	WIDTH (ft)	LENGTH (ft)	EFFECTIVE WIND AREA (sqft)	MAXIMUM POSITIVE PRESSURE (psf)	MAXIMUM NEGATIVE PRESSURE (psf)
[illegible]	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
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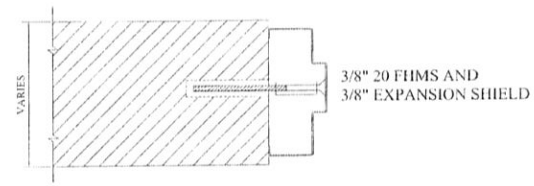
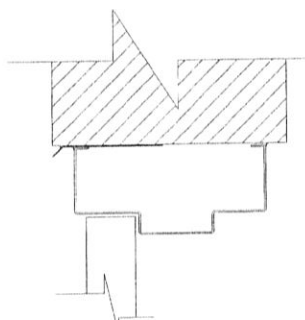


PREPARED MASONRY
(WELDED FRAME)
JAMB DETAIL
N.T.S



HEAD OF DOOR
16 GA GALV.
FLASHING AT
EXTERIOR

DOOR AND TRADE CONTRACTOR VERIFICATION SUBMITTALS ARE DUE TO THE ARCHITECT WITHIN 5 CALENDAR DAYS OF THE AWARDED CONTRACT

ANY SUBSTITUTIONS ARE REQUIRED TO BE APPROVED PRIOR TO THE BID. NONE WILL BE ALLOWED AFTER THE BID IS RECEIVED AND THE BIDDER ACKNOWLEDGES TO PROVIDE THE MATERIALS AS INDICATED ON THE DRAWINGS BY SUBMISSION OF A BID.

THE DOOR FLASHING IS ONLY REQUIRED AT THE STAND ALONE UNISEX HC RESTROOM. AN ALTERNATE INSTALLATION MAY BE PROPOSED FOR USE THAT IS CUT INTO THE MASONRY RIGHT ABOVE THE DOOR AND SECURED WITH SEALANT. A SHOP DRAWING IS REQUIRED FOR ANY CHANGES TO THE DETAILS. SUBMIT FOR APPROVAL BEFORE USE OR IT WILL NOT BE ALLOWED. INSTALL FLASHING WITH DOOR FRAME IS REQUIRED WITH THIS DETAIL.

PAINTING OF DOORS AND FRAMES IS AS FOLLOWS:
- APPLY PRIMER IF NOT ALREADY ON THE DOORS AND FRAMES.
- APPLY TWO COATS OF OIL BASED ENAMEL TO THE DOORS AND FRAMES, INCLUDING THE TOPS AND BOTTOMS OF THE DOORS.
- APPLY ENAMEL TO TOPS AND BOTTOMS BEFORE HANGING THE DOORS. IF NOT THE DOORS WILL BE TAKEN DOWN AND PAINTED TOP AND BOTTOM AT THE EXPENSE OF THE CONTRACTOR.

KEEP ALL WORK AREAS AND WORK SURFACES CLEAN DAILY. ANY CLEANUP REQUIRED BY THE CITY OF PORT ST LUCIE WILL RESULT IN A BACK CHARGE TO THE CONTRACTOR FOR CLEANUP COSTS.

THIS PARK IS USED EXTENSIVELY ON A DAILY BASIS. PROVIDE PROTECTION IN THE FORM OF BARRICADES, ETC TO KEEP PEDESTRIANS FROM THE WORK AREA.

THE DOOR LOCATED AT THE UNISEX HC RESTROOM IS A FIRE RATED ASSEMBLY. PROVIDE A RATED ASSEMBLY IN THE NEW DOOR WITH LABELS FROM THE FACTORY INDICATING THE RATING OF THE DOOR AND THE FRAME. DO NOT PAINT OVER THE LABELS. THE RATING REQUIRED FOR THE DOOR IS 3/4 HR AS A MINIMUM.

NO THRESHOLD TREATMENTS ARE REQUIRED FOR THESE DOORS. PROVIDE CLEARANCES PER THE SPECIFICATIONS AT ALL EDGES OF THE DOOR.

General Notes

STATE OF FLORIDA — REGISTERED ARCHITECT — AR91619

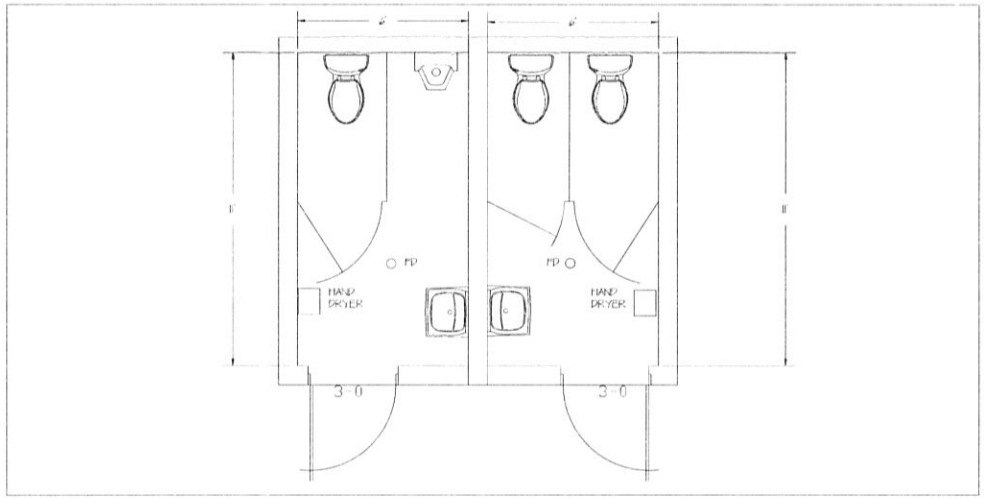
No.	Revision/Issue	Date

Firm Name and Address
Architectural Building Corp
19294 101 TER N JUPITER FL
AA26001071 CGC1516223
561-747-5454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST LUCIE
PORT ST LUCIE, FLORIDA
VETERANS PARK
RESTROOM DOOR REPLACEMENT
DETAILS

Project: 15-002
Date: 10/12/2015
Scale: As Noted
Sheet: A20.2

PARKS & RECS 10/12/2015 CFC DOC 10-2-2015



A
A21
LYNGATE PARK CONCESSION BLDG
SCALE 1/2" = 1'-0"

SPORTSMANS RESTROOM FIXTURE CHANGE OUT

SCOPE OF WORK:

REPLACE PLUMBING FIXTURES THIS LOCATION. CONFIRM THE SPECIFIED FIXTURE WILL REPLACE THE EXISTING FIXTURE AND SUBMIT ANY SUBSTITUTIONS FOR ACCEPTANCE PRIOR TO BID. PROVIDE ANY AND ALL ACCESSORIES AND INCIDENTALS FOR A COMPLETE INSTALLATION REGARDLESS OF BEING SHOWN IN THE DOCUMENTS. BIDS SUBMITTED WILL CONSTITUTE ACCEPTANCE OF THE EXISTING CONDITIONS FOR REPLACEMENT AND THE REQUIRED AMOUNT OF MATERIALS AND LABOR FOR A COMPLETE INSTALLATION.

PROVIDE THE FOLLOWING REPLACEMENT FIXTURES. SUBMIT SUBSTITUTIONS PRIOR TO BID

3 EA WATER CLOSET-	KOHLER K-3493-0 HIGHLINE CLASSIC (ADA COMPLIANT) 12" ROUGH IN
1 EA URINAL-	KOHLER K-4904-ET-0 BARDON 1/8TH GPF TOP SPUD (ADA COMPLIANT)
2 EA LAVATORY-	KOHLER K-2075-0 GREENWICH (ADA COMPLIANT)
2 EA LAV FAUCET-	ZURN Z6913-XL-6EN-U BATTERY POWERED FAUCET
	1 $\frac{1}{4}$" GRID STRAINER DRAIN FOR LAVATORY
1 EA URINAL FLUSH-	ZURN ZER6003-CPM-WSH-VC MODEL SENSOR OPERATED BATTERY POWERED FLUSH VALVE
2- HAND DRYER-	XLERATOR XL-SB-ECO 110/120V 45 AMP UNIT (NO HEAT)

INCLUDE NEW CHROME BRASS P TRAP AT EACH LAVATORY (4)
PROVIDE NEW DRAIN CONNECTIONS FOR URINAL TO WALL (1)
PROVIDE NEW BRAIDED STAINLESS FLEX SUPPLY LINES AND CHROME PLATED BRASS CUT OFF VALVES TO ALL LAVATORIES AND WATER CLOSETS(7)

PROVIDE THE REPLACEMENT OF FIXTURES COMPLETE WITH ALL ACCESSORIES AND ATTACHMENTS WHETHER SHOWN OR INDICATED TO COMPLETE THE ASSEMBLY.

RESINOUS FLOORING APPLICATION

SCOPE OF WORK:

REMOVE TOILETS AND PARTITIONS. STORE WITH PSL FOR REINSTALL AFTER FLOORING APPLICATION

PREP FLOOR TO RECEIVE RESINOUS FLOORING OVER TILE

QUARRY TILE SURFACE:
Surface must be mechanically abraded with a steel shot-blast machine, scarifier or diamond grinder and vacuumed perfectly clean. "Tack rags" area to remove dust and to soften surface. Apply PUR- A-FLEX recommended Poly-Grate or Hybri- Flex systems or PUR-A-GLAZE TECOAT or CRYL-A-PRIME P-101 with CRYL-A-BOND MT primer to the entire area immediately and allowed to cure.

CONFIRM QUARRY TILE FLOOR IS SOUND AND CAPABLE OF RECEIVING THE RESINOUS FLOORING

CUT BACK AND REMOVE TILE AND SETTING BED FROM THE DOOR 2 TILE WIDTHS FROM THE OUTSIDE WALL LINE. USE AN APPROVED FLOOR PATCH MATERIAL TO SLOPE THE DOORWAY INTO THE ROOM UNIFORMLY AS A TRANSITION

PREP FLOOR TO RECEIVE BONDING MATERIAL

INSTALL FLOORING MATERIAL PER SPECIFICATION SHEET A211

FLOOR SURFACES AND BASE SHALL BE COVERED WITH RESINOUS FLOORING

PROTECT FLOORING SURFACES FROM PEDESTRIAN ACCESS UNTIL ALL IS COMPLETE

REINSTALL TOILETS WITH NEW WAX RINGS AND BOLTS AFTER FLOORING HAS CURED

PROTECT AREAS FROM PEDESTRIAN ACCESS

ALTERNATE #. GENERAL CONTRACTOR TO PROVIDE (1) UNISEX ADA COMPLIANT PORTALET AND (1) UNISEX PORTALET ON A WEEKLY BASIS. ONE EACH AT THE SAME LOCATION WITH SERVICE OF THE UNITS ON TUESDAY AND THURSDAY ON WEEK DAYS AND DAILY ON WEEKENDS. THE TIME FOR SERVICE ON WEEKENDS WILL HAVE TO BE DETERMINED WITH PSL PARKS AND RECREATION

General Notes

STATE OF FLORIDA
LICENSED ARCHITECT
A2001810

No.	Revision/Issue	Date

Firm Name and Address
ABC ARCHITECTURAL BUILDING CORP
11234 US TOR 1N JUPITER FL
AA26000571 CGC1518218
561-747-5454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
ALTERNATE LYNGATE PARK
TOILET FIXTURE REPLACEMENT &
RESINOUS FLOORING

Project 19-002	Sheet A22
Date 10/12/2019	
Scale As Noted	

PARKS & RECS 10/12/2019 CFC DOC 10-1-2019

PUR-A-FLEX, Inc.   Page 2 of 5

Pur-A-Flex, inc STANDARD SPECIFICATION
PUR-A-FLEX, IncPage 1 of 5
PUR-A-FLEX, Inc STANDARD SPECIFICATION

SECTION 09 67 23-RESINOUS FLOORING   Date06/14
HYBRI-FLEX EQ

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section

1.2 SUMMARY

A This section includes the following

1 Resinous flooring system as shown on the drawings and in schedules

B Related sections include the following

1.3 SYSTEM DESCRIPTION

A The work shall consist of preparation of the substrate, the furnishing and application of a cementitious urethane based self-leveling seamless flooring system with decorative quartz aggregate broadcast and Epoxy broadcast and topcoats
B The system shall have the color and texture as specified by the Owner with a nominal thickness of 1/4 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations
C Cove base (if required) to be applied where noted on plans and per manufacturers standard details unless otherwise noted

1.4 SUBMITTALS

A Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures
B Manufacturer's Material Safety Data Sheet (MSDS) for each product being used
C Samples: A 3 x 3 inch square sample of the proposed system. Color, texture, and thickness shall be representative of overall appearance of finished system subject to normal tolerances

1.5 QUALITY ASSURANCE

A The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials
B The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified

C No requests for substitutions shall be considered that would change the generic type of the specified System
D System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA) and local Health Department
E System shall be in compliance with the Indoor Air Quality requirements of California section 01350 as verified by a qualified independent testing laboratory
F A pre-installation conference shall be held between Applicator, General Contractor and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A Packing and Shipping
1 All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number

B Storage and Protection

1 The Applicator shall be provided with a dry storage area for all components. The area shall be between 60 F and 85 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations
2 Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Engineer or other personnel

C Waste Disposal

1 The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system

1.7 PROJECT CONDITIONS

A Site Requirements

1 Application may proceed while air, material and substrate temperatures are between 60 F and 85 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted
2 The relative humidity in the specific location of the application shall be less than 80 % and the surface temperature shall be at least 5 F above the dew point
3 The Applicator shall ensure that adequate ventilation is available for the work area. This shall include the use of manufacturer's approved fans, smooth bore tubing and closure of the work area
4 The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system

B Conditions of new concrete to be coated with cementitious urethane material

1 Concrete shall be moisture cured for a minimum of 7 days and have fully cured a minimum of 5 days in accordance with ACI-308 prior to the application of the coating system pending moisture tests
2 Concrete shall have a flat rubbed finish, float or light steel trowel finish (a hard steel trowel finish is neither necessary nor desirable)
3 Sealers and curing agents should not to be used
4 Concrete shall have minimum design strength of 3500 psi and a maximum water/cement ratio of 0.45
5 Concrete surfaces on grade shall have been constructed with a vapor barrier to protect against the effects of vapor transmission and possible delamination of the system

C Safety Requirements

1 All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application
2 "No Smoking" signs shall be posted at the entrances to the work area
3 The Owner shall be responsible for the removal of foodstuffs from the work area
4 Non-related personnel in the work area shall be kept to a minimum

1.8 WARRANTY

A Pur-A-Flex, Inc warrants that material shipped to buyers at the time of shipment substantially free from material defects and will perform substantially to Pur-A-Flex, Inc published literature if used in accordance with the latest prescribed procedures and prior to the expiration date
B Pur-A-Flex, Inc liability with respect to this warranty is strictly limited to the value of the material purchase

PART 2 - PRODUCTS
2.1 FLOORING

A Pur-A-Flex, inc, Hybri-Flex EQ (self leveling broadcast quartz), epoxy/aliphatic urethane topcoat seamless flooring system

1 System Materials
a Topping: Pur-A-Flex, inc, Poly-Crete MD resin, hardener and SL aggregate
b The broadcast aggregate shall be Pur-A-Flex, inc Q28 or Q1 quartz aggregate
c Broadcast: Pur-A-Flex, Inc Pur-A-Glaze #4, epoxy based two-component resin
d Grout coat: Pur-A-Flex, Inc Pur-A-Glaze #4, epoxy-based, two-component resin
e Top coat: Pur-A-Flex, Inc Armor Top aliphatic urethane two-component resin

2 Patch Materials
a Shallow Fill and Patching: Use Pur-A-Flex, inc Poly-Crete MD (up to ½ inch)
b Deep Fill and Sloping Material (over ½ inch): Use Pur-A-Flex, inc Poly-Crete WR

2.2 MANUFACTURER

A Pur-A-Flex, inc, 35 Goodwin Street, East Hartford, CT 06108, Phone (860) 528-3838, Fax (860) 528-1807
B Manufacturer of Approved system shall be single source and made in the USA

2.3 PRODUCT REQUIREMENTS

A Topping — Poly-Crete SL

1	Percent Reactive	100 %
2	VOC	0 g/L
3	Bond Strength to Concrete ASTM D 4541	400 psi, substrates fails
4	Compressive Strength, ASTM C 579	9,000 psi
5	Tensile Strength, ASTM D 638	1,175 psi
6	Flexural Strength, ASTM D 790	5,276 psi
7	Impact Resistance @ 125 mils, MIL D-3134	160 inch lbs No visible damage or deterioration

B Broadcast Coat — Pur-A-Glaze #4 Resin

1	Percent Reactive	100 %
2	VOC	<4 g/L
3	Water Absorption ASTM D 570	0.04%
4	Tensile Strength, ASTM D 638	4000psi
5	Coefficient of thermal expansion ASTM D 696	2 x 10-5 in/in/F
6	Flammability ASTM D-635	Self-Extinguishing
7	Flame Spread/ NFPA 101 ASTM E-84	Class A

C Topcoat — Armor Top

1	VOC	0 g/L
2	60 Degree Gloss ASTM D523	75+/-5
3	Mixed Viscosity, (Brookfield 25oC)	500 cps
4	Tensile strength, ASTM D 638	7,000 psi
5	Abrasion Resistance, ASTM D4060 CS 17 wheel (1,000 g load) 1,000 cycles	Gloss/Satin: 4 / 8 mg loss with grit; 10 / 14 mg loss without grit
6	Pot life @ 70o F 50% RH	2 hours
7	Full Chemical resistance	7 days

PART 3 - EXECUTION

3.1 EXAMINATION

A Examine substrates, areas and conditions, with Applicator present, for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance

1 Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified

3.2 PREPARATION

A General

1 New and existing concrete surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products
2 Moisture Testing: Perform tests recommended by manufacturer and as follows
a Perform anhydrous calcium chloride test ASTM F 1869-98. Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 10 lbs/1,000 sf/24 hrs
b Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 99% relative humidity level measurement
c If the vapor drive exceeds 99% relative humidity or 10 lbs/1,000 sf/24 hrs then the Owner and/or Engineer shall be notified and advised of additional cost for the possible installation of a vapor mitigation system that has been approved by the manufacturer or other means to lower the value to the acceptable limit
3 Mechanical surface preparation
a Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute
b Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment
c Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges
d Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations
4 At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufactures recommendations

3.3 APPLICATION

A General

1 The system shall be applied in five distinct steps as listed below
a Substrate preparation
b Topping/overlay application with quartz aggregate broadcast
c Resin application with quartz aggregate broadcast
d Topcoat application
e Second topcoat application
2 Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air
3 The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations
4 The system shall follow the contour of the substrate unless pitching or other leveling work has been specified by the Architect
5 A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator

B Topping

1 The topping shall be applied as a self-leveling system as specified by the Architect. The topping shall be applied in one lift with a nominal thickness of 1/8 inch
2 The topping shall be comprised of three components, a resin, hardener and filler as supplied by the Manufacturer
3 The hardener shall be added to the resin and thoroughly dispersed by suitably approved mechanical means. SL Aggregate shall then be added to the catalyzed mixture and mixed in a manner to achieve a homogenous blend
4 The topping shall be applied over horizontal surfaces using ¼ inch "v" notched squeegee, trowels or other systems approved by the Manufacturer
5 Immediately upon placing, the topping shall be degassed with a loop roller
6 Quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.8 lbs/sf
7 Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate

C Broadcast

1 The broadcast coat resin shall be applied at the rate of 50 sf/gal (Q28) or 50 sf/gal (Q1)
2 The broadcast coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer
3 Quartz aggregate shall be broadcast into the wet resin at the rate of 0.5 lbs/sf
4 Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate

D Grout coat

1 The grout coat shall be squeegee applied with a coverage rate of 50 sf/gal (Q28) or 50 sf/gal (Q1)
2 The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer
3 The grout coat will be back rolled and cross rolled to provide a uniform texture and finish

*** Specifier's Note *** If an orange-peel texture is desired, sand screen the floor and apply a second grout coat of epoxy. The epoxy shall be applied by squeegee and back-roll with a coverage rate of 200 sf/gal (Q28) or 70 sf/gal (Q1)

E Topcoat
1 The topcoat shall be roller applier with a coverage rate of 500 sf/gal
2 The finished floor will have a nominal thickness of 1/4 inch

3.4 FIELD QUALITY CONTROL

A Tests, Inspection

1 The following tests shall be conducted by the Applicator
a Temperature
1 Air, substrate temperatures and, if applicable, dew point
b Coverage Rates
1 Rates for all layers shall be monitored by checking quantity of material used against the area covered

3.5 CLEANING AND PROTECTION

A Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process
B Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface for subsequent work of other sections

2013/HYBRI-FLEX EQ STANDARD SPECIFICATION
Please recycle - Thank you!

General Notes

STATE OF FLORIDA REGISTERED ARCHITECT AR91619

No.	Revision/Issue	Date

Firm Name and Address
ARCHITECTURAL BUILDING CORP
19254 101 TER N JUPITER FL
AA26002071 CGC1516228
561-762-5454

Project Name and Address
PARKS & RECREATION
PARK RENOVATIONS
CITY OF PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA
RESINOUS FLOORING
SPECIFICATION

Project 15-002
Date 10/12/2015
Scale As Noted
Sheet A22.1

PARKS & RECS   10/12/2015   CFC DOC 10-12-2015

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualification for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 540e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

In summary All Section 3 contractors and subcontractors must:

1. Notify very-low and low-income residents and businesses in the area about new jobs and/or contract opportunities. A section 3 poster (attached) must be available at the work site and may be posted at any other site where residents are likely to see it.
2. Where feasible, give priority to those lower income residents and businesses for any new jobs or contractor opportunities. HUD does not expect the contractor to lay off regular employees in order to hire local residents but requires that consideration be given to local residents and companies when hiring or contracting.
3. Ensure that a "Section 3 clause" is included in every solicitation (bid) and sub-contract connected with this section 3 covered project (copy attached).
4. Be prepared to provide numbers of new hires or new contracts made to Section 3 residents or businesses as a result of the project.

   Section 3 regulations do acknowledge limitations of project or contract-related work, such as the non-permanent nature of jobs involved in the project. But they still require that any full-time economic opportunities (jobs or contracts) be "directed" to Section 3 residents and businesses "to the greatest extent feasible." Minimum goals for safe-harbor compliance would be approximately 10% of new hires from Section 3 area residents and 10% Section 3-covered businesses. Failure to meet these goals shifts the burden to adequate reporting mechanisms that explain why these goals cannot be met.

Federal Labor Standards Provisions U.S. Department of Housing and Urban Development

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof @ due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration. U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937

or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating hereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:

(3) That such laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the

Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant " to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rated specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with ail the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (no he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in a way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act ({Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions
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29 CFR 5.5 - Contract provisions and related matters.

Davis Bacon Regulations

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(a) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily

seen by the workers.

(2) Classifications of Workers:

A. - The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. - If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C. - In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D. - The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Fringe Benefit Information:

A. - Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics equivalent thereof.

(4) Fringe Benefit Costs:

A. - If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary

of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. - Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. - Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(5) Payroll Information:

A. - The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses

shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B. - Each payroll submitted shall be accompanied by a ``Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C. - The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D. - The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write

the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the

applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible

to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the conract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth iparagraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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U.S. Department of Labor
Wage and Hour Division

U.S. Wage and Hour Division

(April 2009)

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: http://www.wagehour.dol.gov and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

U.S. DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL

WHISTLEBLOWERS KNOW YOUR RIGHTS

On February 17, 2009 the American Recovery and Reinvestment Act (ARRA) was signed into law by President Obama to improve public welfare. If you protect America's interests by reporting fraud, abuse, or mismanagement of ARRA funds at your workplace, and are retaliated against as a result, know that America is here for you.

American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XV, Subtitle D, Section 1553

ADMINISTRATIVE REVIEW:

You have the right to file a complaint with the Office of Inspector General and receive a timely investigation and response.

REPRISAL-FREE:

You have the right to be free from discharge, demotion, or discrimination as a result of disclosing:

- *Gross mismanagement of a stimulus-funded project.*
- *Gross waste of stimulus funds.*
- *Danger to public health and safety related to a stimulus-funded project.*
- *Violation of the law relating to stimulus funds or a stimulus-funded project.*
- *Abuse of authority related to the implementation of stimulus funds.*

REMEDIES:

You have the right to receive remedies if the Office of Inspector General determines you were subjected to an unlawful reprisal. Your employer may be ordered to abate the reprisal, reinstate your employment, and you may receive compensation to reimburse you for your attorney fees and other financial suffering experienced as a result of the reprisal.

ALTERNATIVES:

You have the right to take action against your employer in civil district court if the Office of Inspector General does not respond within 210 days or determines that there was not an unlawful reprisal.

••• OIG HOTLINE •••

www.oig.dot.gov/recovery/whistleblower_protections.jsp
Phone: 1-800-424-9071
Email: hotline@oig.dot.gov

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City"), through its Office of Management and Procurement ("OMB") 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, OMB 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.

E-Bid Number: _____

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.

ADDENDUM # 1
E-BID # 20160012
Addendum Date: 11/10/2015

Bid Name: Building Repairs at Various Park Sites

NOTE: The bid opening date has been changed.

FRIDAY, NOVEMBER 13, 2015 @ 11:15:00 am EST

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.

ADDENDUM # 2
E-BID # 20160012
Addendum Date: 11/10/2015

Bid Name: Building Repairs at Various Park Sites

Modifications:

The City will accept bids for each location in its entirety. For example: A Contractor may bid only on the Lyngate Park work or the Sandhill Crane Park work. Work for each location will not be split.

The Contractor still has the option to bid on the entire project.

Reminder:

Time is of the essence for these projects. The construction on the concession and scorekeepers building at Lyngate Park must be done during the time period when the ball fields are not in use. The time period for this work would need to begin as soon as possible and be completed by February 5, 2016.

NOTE: The bid opening date has been changed.

FRIDAY, NOVEMBER 13, 2015 @ 11:15:00 am EST

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.

E-Bid Opening
E-BID #20160012
Building Repairs at Various Park Sites
November 13, 2015 @ 11:15 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Mike Kendrick	city of PSL.	mkendrick@cityofPSL.com	T 370-3901 cell 871-5260 off
				F
2.	Robyn Holder	City of PSL - PMD	Rholder@cityofpsl.com	T 344-4293
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager – City Engineer
Sherman Conrad, Director of Parks and Recreation

FROM: Cheryl Shanaberger, MPA, CPPO, Director of Procurement Management Department

Agenda Item: Motion: 20110058 Amendment #5– Temperature humidity control for the Airoso Community Center

Submittal Date: 11/20/2015

STRATEGIC PLAN LINK: Port St. Lucie Vision 2028, Principle 11, Leisure Opportunities for an Active Life Style, Means #6, "Well maintained and active Recreation/Community Center(s) offering activities, room rentals, and programs."

BACKGROUND: The Airoso Community Center has been experiencing high humidity readings. The humidity is a safety and health issue for the employees and guest, and also reduces the efficiency of the cooling equipment. City Staff contacted Honeywell International, Inc,, who has an active contract with the City to perform humidly testing and provide a solution.

HVAC (Heating, Ventilation, and Air Conditioning) systems provide ventilation to building's by conditioning outside air and bringing that air into occupied buildings. Supplying a certain amount of outside air prevents the inside air from becoming stale and unhealthy. Another task of the HVAC system is to control humidity.

Buildings in humid climates must do several things to maintain humidity control. It must properly condition the buildings air while keeping the building "slightly positive." The amount of outside air supplied to a building should slightly exceed the amount of air that is exhausted. The imbalance between the supply and exhaust air creates a positive pressure inside the building relative to the pressure outside. This positive pressure forces air out of the building through open doors and

cracks around window and door seals. The airflow being forced out of the building prevents the infiltration of unconditioned and unfiltered outdoor air as well as the infiltration of ground level pollutants, such as car exhaust, pesticide/herbicide odors, pollen, etc.

Keeping a building well-conditioned and positive relies strongly on the amount of control on a building and the accuracy and amount of building data being supplied to the control room. Providing digital controls on Variable Air Volume (VAV) boxes allows a building management team to control the set points of a room verses the occupants in that room. In addition, the building management team can remotely view the temperature of the room at all times leading not only to increased energy savings, but increased comfort. By monitoring CO2 levels, the amount of outside air brought in can be automatically adjusted to meet the needs of the room. The outside air, which is necessary for ventilation, is typically both warm and humid here in Florida. By reducing the amount of outside air to only what is needed, significant energy savings in conditioning this air are realized. Increasing building control utilizing Variable Frequency Drives (VFD's), Variable Air Volume devices (VAV's), CO2 Sensors, Humidity Sensors, and Temperature Sensors will ensure that a building remains slightly positive and remains a comfortable environment for its occupants.

ASHRAE (American Society of Heating, Refrigerating, and Air-Conditioning Engineers) is an organization devoted to the advancement of indoor-environment-control technology in the heating, ventilation, and air conditioning (HVAC) industry. The ASHRAE Standard 62.1-2013 states that relative humidity levels are limited to 65% or less, Relative Humidity is expressed as a percent and measures the current humidity at a given temperature relative to the maximum humidity at that same temperature.

Relative Humidity at levels higher than 65% can cause issues in a building. Humidity in the form of water vapor can condense and turn to water on cool surfaces such as wooden floors which may present safety concerns and/or damage to that floor. So while high humidity is not only uncomfortable for building occupants, it might also present longer term effects.

ANALYSIS: Honeywell International Inc., provided the engineering for the upgrade to the current HVAC system which included installing the VAV boxes to correct the humidity issue. However, due to budget restraints these items were removed. Funding is available for this upgrade that will improve the welfare of the employees and guest and the building itself. City Staff has reviewed the proposal and finds it acceptable. Hiring a different firm would require them to perform the engineering which could result in a higher cost and additional time for advertising, bidding and award.

FINANCIAL INFORMATION: Funding is budgeted in the General Fund for Airoso Community Center, Repair and Maintenance.

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 18, 2015, and approved as to form.

STAFF RECOMMENDATION: Approve Contract #20110058 Amendment 5, Temperature Humidity Control for the Airoso Community Center to Honeywell International Inc. in the amount of $150,000.14, which includes a one (1) time $10.00 indemnification fee. The Contract Amendment period is for one hundred (100) calendar days.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Amendment #5, Proposal, Testing Results email, ASHRAE Standards.

*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.

Contract #20110058 Amendment #5

Contract #20110058 Amendment #5 Date:

Contract Title: PSL 2011 Guaranteed Energy, Water and Waste Water Performance, Temperature humidity control for the Airoso Community Center

Contractor's Name: Honeywell International Inc.
101 Columbia Road
Morristown, New Jersey 07962-1057

Honeywell Project Supervisor: Matt Storey
3657 Maguire Blvd Ste 100
Orlando, FL 32803
Telephone 407-413-627
Matthew.Storey@Honeywell.com.

City Contract Supervisor:: Jay Liss
Port St. Lucie Community Center
2195 SE Airoso Blvd.
Port St. Lucie, Fl 34984
Telephone: 772 871 5086
jliss@cityofpsl.com

The following modifications to the Terms and Conditions contained in Contract #20110058 between Honeywell International Inc. ("Honeywell") and the City of Port St. Lucie ("City") dated November 1, 2011 (amended to include the Energy Contract) ("Contract #20110058"), are hereby incorporated and made a part of Contract #20110058.

Scope of Work

Honeywell shall perform all labor and materials to provide temperature humidity control for the Airoso Community Center *Auditorium* and *pool table area.* The sequence is to control the amount of exhaust air CFM in conjunction with the amount of outside air CFM. This will prevent the space from becoming negative which allows unconditioned outside air from infiltrating the building. The following list is included within the scope:

Base

- Install seven (7) VAV boxes with heat
- Install seven (7) new VAV controllers
- Install three (3) 277/480volt 3-phase 20amp dedicated circuits for heat strips in VAV's
- Install seven (7) discharge air sensors for each VAV box
- Install two (2) VFD's to replace existing fan starters
- Install two (2) Exhaust Air Flow Monitoring Stations

- Install four (4) Humidity Sensors for Auditorium
- Install four (4) CO2 Sensors for Auditorium
- Programming, graphics, and commissioning
- Includes installation of VAV boxes and associated ductwork
- Test and Balance of newly installed equipment
- 1 Year Parts & Labor warranty on furnished equipment or materials
- Wiring
- Permitting

Addition

- Install three (3) VAV boxes with heat in office area
- Install three (3) new VAV controllers in office area
- Programming, graphics, and commissioning
- Includes installation of VAV boxes and associated ductwork
- Test and Balance of newly installed equipment
- 1 Year Parts & Labor warranty on furnished equipment or materials
- Wiring
- Permitting

Time of Performance

Amendment period shall commence , 2015 and terminate , 2016, a term of 100 calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Honeywell agrees to provide work as authorized by the Contract Supervisor until all work specified in the Request for Proposal has been rendered. Work is to be performed during standard hours or operation within the months of

Compensation

The total amount paid to Honeywell for this Amendment shall be $150,000.14, which includes a ten dollar ($10.00) indemnification fee.

Honeywell shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by, or as a consequence of the suspension or discontinuance of the work. The City will not pay for out-of-pocket expenses including, but not limited to, office & utilities, sub consultants fees, travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.

Invoices for services shall be submitted once a month, by the tenth (10th) day of the month, and payments shall be made with the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is a proper invoice and is accompanied by adequate supporting documentation and approved by the City's Contract Supervisor. Supporting documents shall include partial

release of liens from all sub-contractors and suppliers. Final payment will not be issued until final release of liens are received from all sub-contractors and suppliers.

The City shall pay Honeywell Forty percent (40%) of the total Price listed above with the first invoice which shall be used for engineering, drafting, and other mobilization costs incurred prior to on-site installation.

Warranty and Guarantee

All products furnished by the Honeywell shall be supplied with all warranties and guarantees of the manufacturer. Honeywell shall warranty all labor and products to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days from final payment made by the City.

All invoices and correspondence relative to this Amendment must contain the Contract number

Remainder of page left blank

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By:_____
Authorized Representative of Honeywell International Inc.

State of:_____

County of:_____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
(type of identification)

Identification No. _____

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2015.

_____
Notary Signature

Notary Public-State of _____ at Large

My Commission Expires _____.

(*seal*)

Building Systems Agreement

Contract #20110058
Proposal Number: FL70PSL92215
Proposal Name: Port St. Lucie Community Center
Date: October 30, 2015

Provider: ("Honeywell")
Honeywell Building Solutions
3657 Maguire Blvd Ste 100
Orlando, FL 32803

Customer: ("Customer")
The City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Work Site Location Name: ***Port St. Lucie Community Center***
Work Site Location Address: ***2195 S.E. Airoso Blvd. Port St. Lucie, FL 34984***

Scope of Work:

To provide temperature humidity control for the Community Center *Auditorium* and *pool table area*. The sequence is to control the amount of exhaust air CFM in conjunction with the amount of outside air CFM. This will prevent the space from becoming negative which allows unconditioned outside air from infiltrating the building. The following list is included within the scope of this proposal.

Base

- Install seven (7) VAV boxes with heat
- Install seven (7) new VAV controllers
- Install three (3) 277/480volt 3-phase 20amp dedicated circuits for heat strips in VAV's
- Install seven (7) discharge air sensors for each VAV box
- Install two (2) VFD's to replace existing fan starters
- Install two (2) Exhaust Air Flow Monitoring Stations
- Install four (4) Humidity Sensors for Auditorium
- Install four (4) CO2 Sensors for Auditorium
- Programming, graphics, and commissioning
- Includes installation of VAV boxes and associated ductwork
- Test and Balance of newly installed equipment
- 1 Year Parts & Labor warranty on furnished equipment or materials
- Wiring
- Permitting

Addition

- Install three (3) VAV boxes with heat in office area
- Install three (3) new VAV controllers in office area
- Programming, graphics, and commissioning
- Includes installation of VAV boxes and associated ductwork
- Test and Balance of newly installed equipment
- 1 Year Parts & Labor warranty on furnished equipment or materials
- Wiring
- Permitting

Period of Performance: The Work shall commence on TBD ("Effective Date") and shall be completed by TBD ("Completion Date")

Additional Clarification and/or Exclusions:

Work to be performed during standard hours of operation

Base Price: One Hundred Thirty Eight Thousand Five Hundred Eighty Two dollars and 52/100 ($138,582.52)

Addition Price: Eleven Thousand Four Hundred and Seven dollars and 62/100 ($11,407.62)

Total Price: One Hundred Forty Nine Thousand Nine Hundred Ninety dollars and 14/100 ($149,990.14)

☐ Sales Tax will be invoiced separately ☒ Use Tax is included in the price ☐ This sale is tax exempt

Payment: Upon Customer acceptance of this proposal or contract execution, whichever occurs first, the Customer shall pay Honeywell or percent (%) of the Price. Such payment shall be used for engineering, drafting, and other mobilization costs reasonably incurred prior to on-site installation.

This proposal is valid for 30 days.

Proposal Submitted By: ***Casey Borden***
(Signature)
Name: **Casey Borden**
Title: **Account Manager**

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 of the General Terms and Conditions below and only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

Accepted by:
HONEYWELL INTERNATIONAL INC.
Acting through **Honeywell Building Solutions**

Signature: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: The City of Port St. Lucie

Signature: _____
Name: _____
Title: _____
Date: _____

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary, "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which shall not be unreasonably withheld.

4. INSURANCE OBLIGATIONS

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD $2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD $2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD $1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: http://honeywell.com/sites/moi/ . All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell shall not be responsible for any settlement without its written consent. Honeywell shall not be liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, HONEYWELL'S TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:
Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.
Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.
Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution article of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

21. ACCEPTANCE OF THE WORK

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

22. DEFINITIONS

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

Cheryl Shanaberger

From: Borden, Casey <Casey.Borden@Honeywell.com>
Sent: Friday, November 20, 2015 10:50 AM
To: Cheryl Shanaberger
Cc: Eisenhauer, Dennis
Subject: Humidity Readings from Honeywell

Cheryl,

In the first week in June 2015, Honeywell Service Supervisor Dennis Eisenhauer and Service Technician Tom Colburn took humidity readings at the Port St. Lucie Community Center. The team used an Extech Temperature/Humidity Meter, Model # RH350-NIST, device during the analysis. This device is NIST certified and highly accurate. In the auditorium, humidity was measured in 6 different spots and varied from 68% - 71% relative humidity. Humidity was measured in different spots throughout the Office Area, Pool Table Area, and Gym and was recorded at 72% - 74%.

Thank you,
Casey

Air Quality / Safety Problems associated with humidity

ASHRAE Standard 62.1-2013 states that humidity levels be limited to 65% or less. High humidity presents problems on several fronts. Water vapor (humidity) can condense (turn to water) on cool surfaces such as wooden floors which could present safety concerns or damage to a floor.

The second level of safety concern may not seem as evident on the surface, but is certainly worth noting. When humidity reaches a level above 60% in buildings; bacteria, mold, and fungi have a higher likelihood of growing. Not only do occupants experience the chronic discomfort associated with humidity in the short term, longer term side effects are also present.

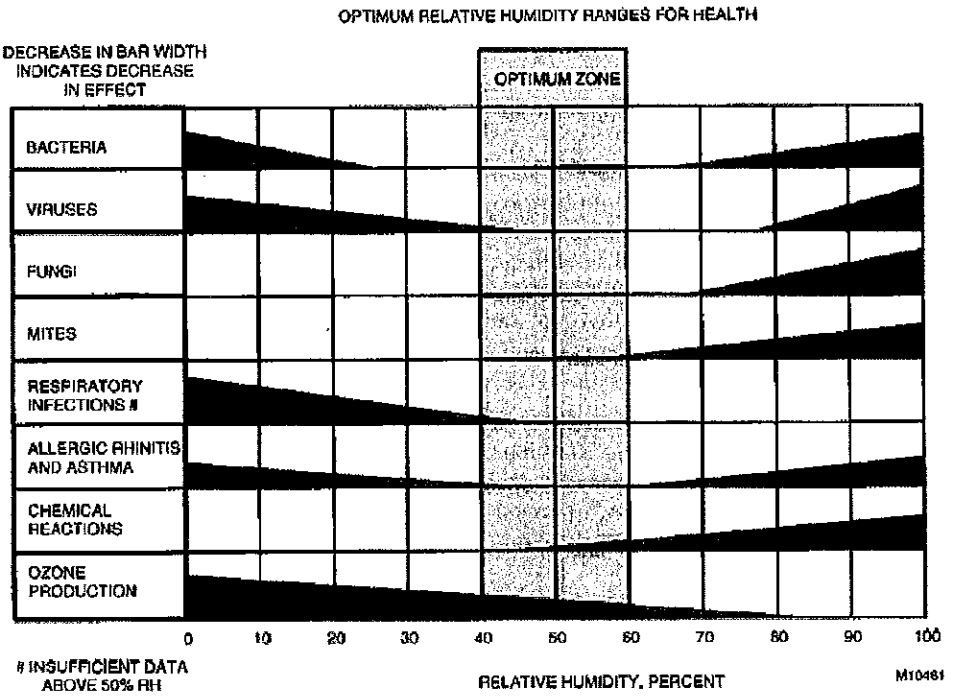


Fig. 2. Effect Of Changes in Relative Humidity on Various Items.

How to improve air quality problems

Ventilation (outside air) must be provided to occupied buildings. Supplying a certain amount of outside air prevents the inside air from becoming stale and unhealthy. An HVAC system conditions the supply air to provide a building with an acceptable combination of humidity and temperature within the building. The effectiveness of the system depends on the quality of air being supplied in CFM and the temperature of the supply air.

In a typical building, not only is outside air brought in, but room air is exhausted by fans. The amounts of outside air and exhaust air must be balanced so that air is not pulled in from openings to the outside such as doors, windows, cracks, etc. By controlling outside air dampers in sync with the exhaust fans, this unwanted humid outside air is not brought into the building.

Energy Conservation

By providing digital controls on VAV boxes building management can control the setpoints of a room verses the occupants in that room. In addition building management can remotely view the temperature of the room at all times leading not only to energy savings, but increased comfort.

By monitoring CO2 levels, the amount of outside air brought in will be automatically adjusted to meet the needs of the room. This outside air, which is necessary for ventilation, is typically both warm and humid here in Florida. By reducing the amount of outside air to only what is needed, significant energy savings in conditioning this air are realized.

Enhanced Building Control

By enacting all of the above improvements to a building, a buildings operational staff would:

- Have more information about the indoor environment such as temperature, CO2, and humidity
- Be able to adjust setpoints remotely as needed
- Have an HVAC system in better balance so that unwanted outside air is not drawn in leading to problems

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Luis Nobre, Leonor B. Nobre, Ramiro J. Nobre and Elizabeth Nobre to combine Lots 18 and 19, Block 3093, Port St. Lucie Section Forty-Four

Submittal Date: 11/23/2015

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

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

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

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owner(s) of record, Luis Nobre, Leonor B. Nobre, Ramiro J. Nobre and Elizabeth Nobre desire to join the following lands described as Lots 18 and 19 Block 3093, Port

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, Pam E. Booker and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

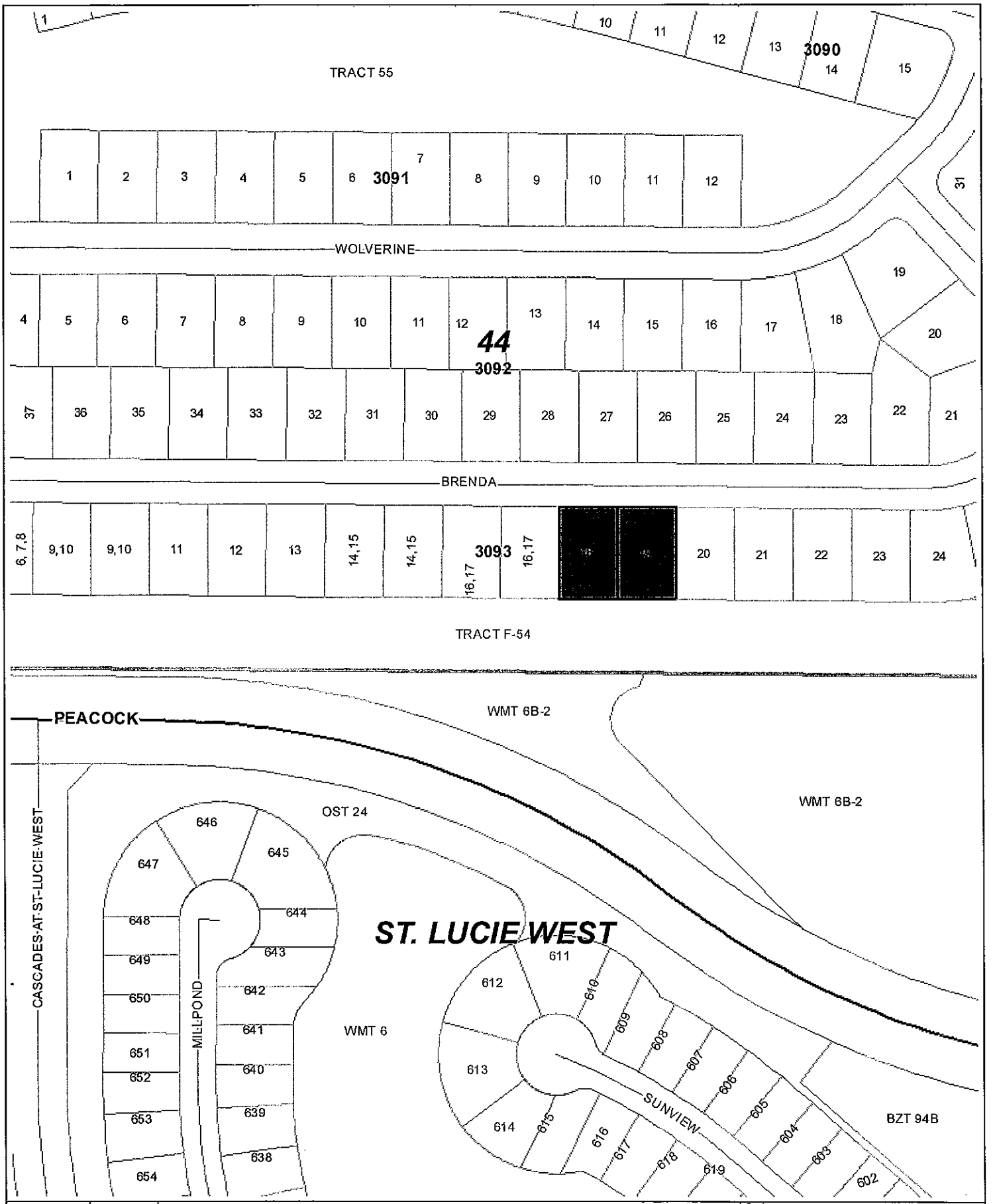
LOCATION OF PROJECT: See attached map, Lots 18 and 19, Block 3093, Port St. Lucie Section Forty-Four

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

DEC 0 2 2015

City Manager's Office



Unity of Title

Lots 18 & 19

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/23/2015

Scale: 0 0.0125 0.025 0.05 mi

This instrument was prepared under the direction of:
Pam E. Booker, Esq.
Prepared by:
Natalie Tenneson, Admin. Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned LUIS NOBRE, LEONOR B. NOBRE, RAMIRO J. NOBRE and ELIZABETH NOBRE, are the fee simple owner(s) of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lot(s) 18 and 19, Block 3093, Port St. Lucie Section Forty-Four, according to the plat thereof, as recorded in Plat Book 16, at Page(s) 23, 23A through 23U, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agree(s) to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agree(s) that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has/have caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name:_____

WITNESSES

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Print Name:_____
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OWNER(S)

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Print Name:_____
Witness

OWNER(S)

_____
Print Name:_____

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

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

NOTARY SEAL/STAMP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Michael Corrigan and Carla Eby-Corrigan to combine Lots 2 and 3, Block 418, Port St. Lucie Section Three

Submittal Date: 11/23/2015

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

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

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

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owner(s) of record, Michael Corrigan and Carla Eby-Corrigan desire to join the following lands described as Lots 2 and 3, Block 418, Port St. Lucie Section Three, so

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, Pam E. Booker and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

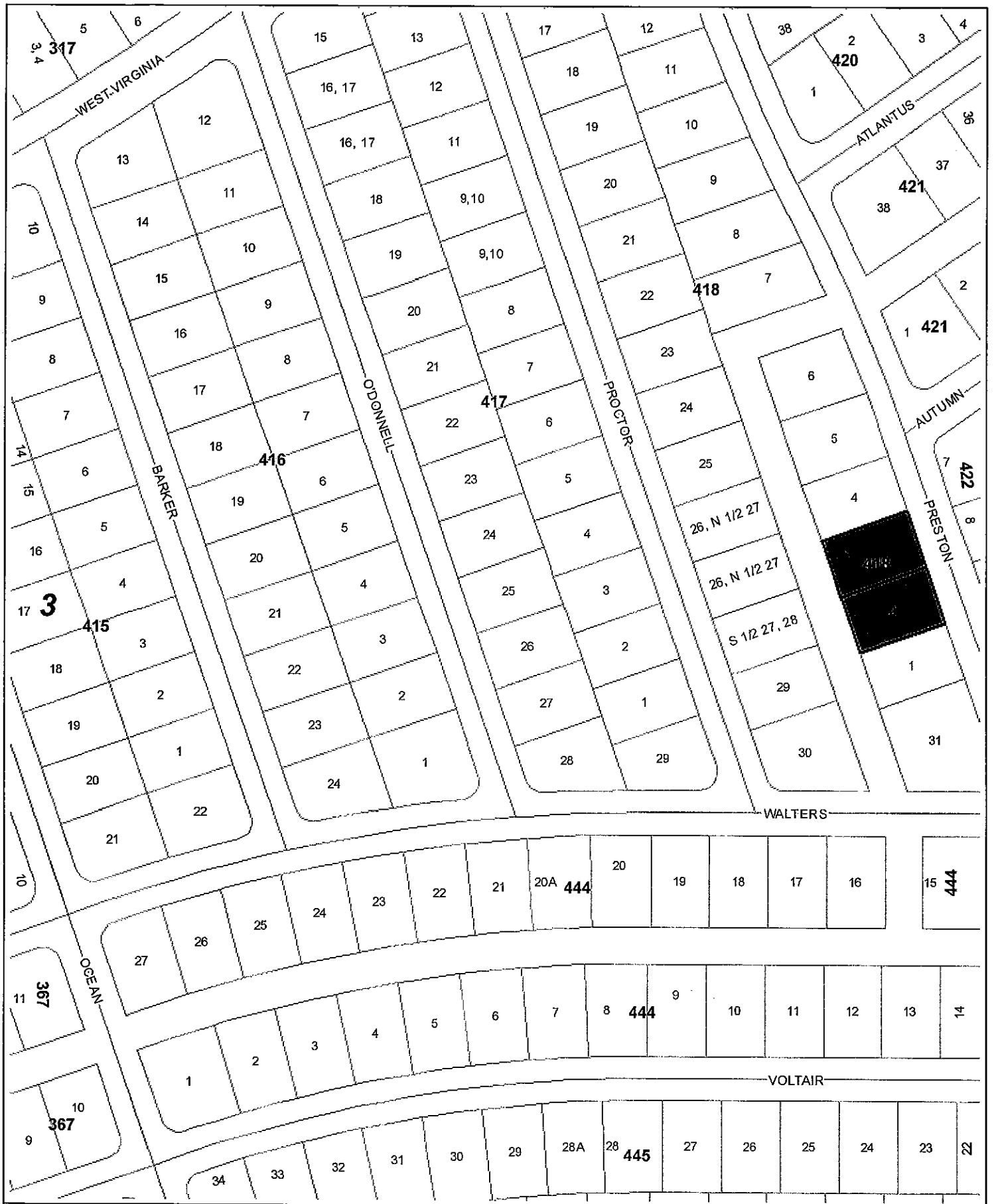
LOCATION OF PROJECT: See attached map, Lots 2 and 3, Block 418, Port St. Lucie Section Three

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

DEC 02 2015

City Manager's Office



Unity of Title

Lots 2 & 3

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/20/2015

Scale: 0 0.0125 0.025 0.05 mi

This instrument was prepared under the direction of:
Pam E. Booker, Esq.
Prepared by:
Natalie Tenneson, Admin. Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned CARLA EBY-CORRIGAN and MICHAEL CORRIGAN wife and husband, are the fee simple owner(s) of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lot(s) 2 and 3, Block 418, Port St. Lucie Section Three, according to the plat thereof, as recorded in Plat Book 12 , at Page(s) 13A through 13I, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agree(s) to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from

the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agree(s) that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has/have caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name:_____

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name:_____

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

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

NOTARY SEAL/STAMP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Unity of Title – Bougainvillea Plaza, Inc., to combine Lots 11, 12 and 13, Block 1616, Port St. Lucie Section Twenty-Three

Submittal Date: 11/20/2015

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

BACKGROUND: The Unity of Title is being placed on the property, so that the parcels may be combined as one parcel for future development.

ANALYSIS: Pursuant to Chapter 158, Appendix B. Section V of the Port St. Lucie code of Ordinances, a Unity of Title for Bougainvillea Plaza, Inc., to combine lots 11, 12 and 13, Block 1616, Section Twenty-Three, is presented for City Council consideration.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Unity of Title was prepared by City Attorney, Pam E. Booker and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

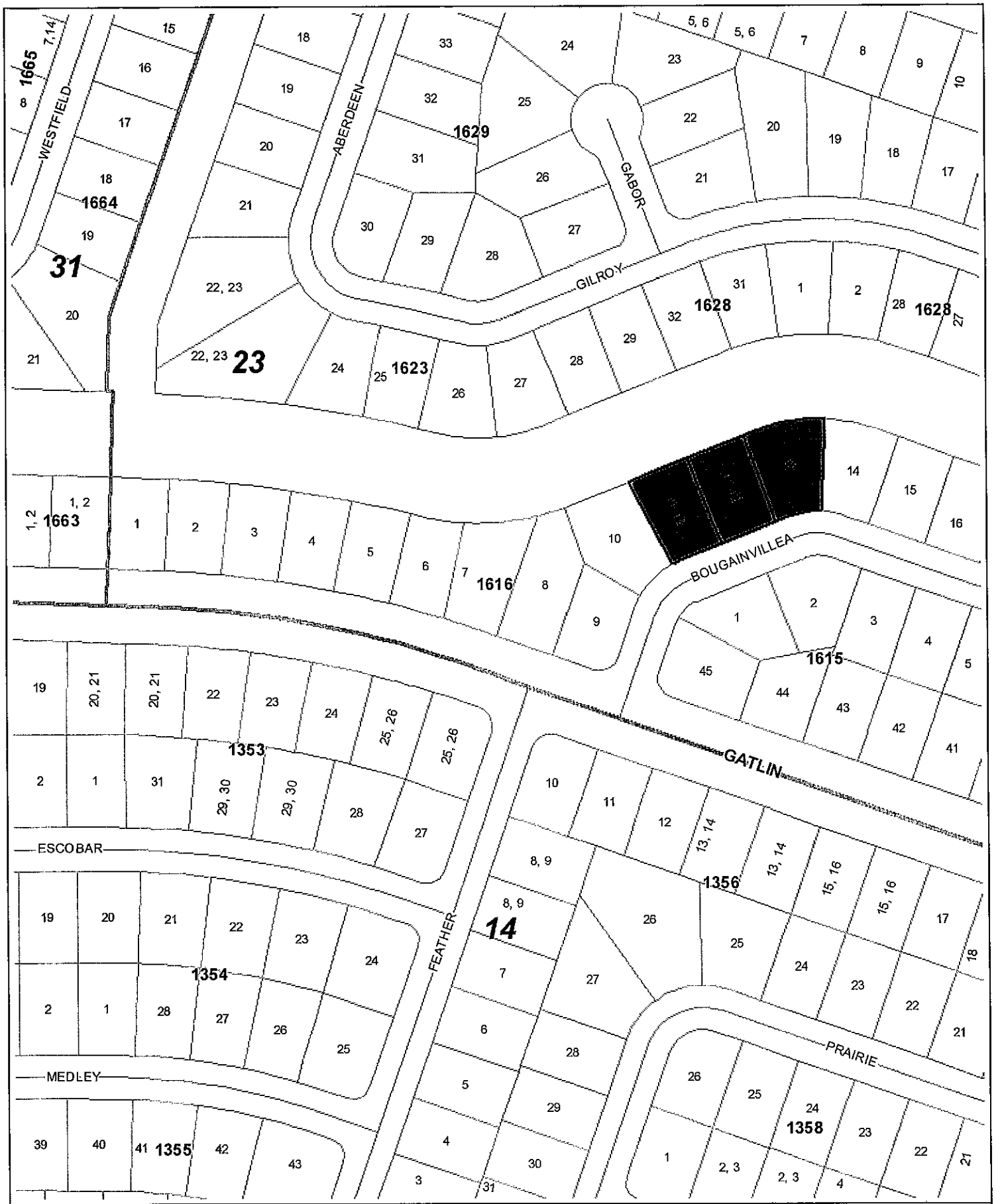
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: See attached map, Lots 11, 12 and 13, Block 1616, Port St. Lucie Section Twenty-Three

ATTACHMENTS: Map and Unity of Title

RECEIVED
DEC 02 2015
City Manager's Office



Unity of Title

Lots 11, 12 & 13

Scale:

0 0.0125 0.025 0.05

mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 11/20/2015

This instrument was prepared under the direction of:
Pam E. Booker, Esq.
Prepared by:
Natalie Tenneson, Admin. Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

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

Lot(s) 11, 12 and 13, Block 1616, Port St. Lucie Section Twenty-Three, according to the plat thereof, as recorded in Plat Book 13, at Page 29, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agree(s) to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from

the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agree(s) that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has/have caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name:_____
Dwight W. Bell, President
Bougainvillea Plaza, Inc.
1835 N. Highway A1A, Unit 503
Indialantic, FL 32903

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

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

NOTARY SEAL/STAMP

COUNCIL ITEM 8A DATE 12/7/15 COUNCIL ITEM 10A DATE 11/23/15

ORDINANCE 15-84

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY PROVIDING FOR THE REPEAL OF CHAPTER 153 – LANDSCAPING AND LAND CLEARING AND ADOPTING A NEW CHAPTER TO THE CODE OF ORDINANCES TO BE KNOWN AS CHAPTER 153 – DEFINITIONS; 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 Code amendment, P15-023, proposes to repeal in its entirety the existing Chapter 153 - Landscape and Land Clearing as outlined in Exhibit "A" and replace it with a new chapter to be known as Chapter 153 – Definitions of the Code of Ordinances as outlined in Exhibit "B"; 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 15-84

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 a new Chapter 153 – Definitions 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 153 – Landscaping and Land Clearing is hereby repealed in its entirety and a new chapter, Chapter 153 – Definitions, is hereby adopted for inclusion into the Code of Ordinances as shown in Exhibit "A" and Exhibit "B", 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 1, 2016.

ORDINANCE 15-84

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

_____ day of _____, 2015.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF NOVEMBER 3, 2015**

FROM: **PATRICIA A. TOBIN, AICP – DIRECTOR OF PLANNING & ZONING**

RE: **CHAPTER 153 – DEFINITIONS**
TEXT AMENDMENT
P15-023

DATE: **October 28, 2015**

BACKGROUND:

On September 10, 2012, the City Council adopted Ordinance 12-19 amending the City of Port St. Lucie Comprehensive Plan for a project known as the City of Port St. Lucie EAR-based Amendments. The EAR-based amendments were adopted pursuant to Chapter 163, Part II, Florida Statutes, requiring all local governments evaluate their comprehensive plan at least once every seven years to determine if plan amendments are necessary to reflect changes in state requirements since the last update of the comprehensive plan. The review of the comprehensive plan is referred to as the Evaluation and Appraisal Report (EAR). The subsequent amendments to the comprehensive plan are referred to as the EAR-based amendments.

The Evaluation and Appraisal Report was adopted in April 2010 (Resolution 10-R19). The EAR-based amendments amended the goals, objectives, and policies of the following elements of the comprehensive plan: Future Land Use, Transportation, Infrastructure, Conservation and Coastal Management, Intergovernmental Coordination, Recreation and Open Space, Economic Development and Capital Improvements. Following the adoption of a revised comprehensive plan, Section 163.3202, Florida Statutes, requires the adoption of revised land development regulations that are consistent with and implement the adopted comprehensive plan.

The Planning and Zoning Department has completed its review of the City's Land Development Regulations (LDRs) and has prepared revisions to: Chapter 151 - Comprehensive Plan, Chapter 153 - Landscape and Land Clearing, Chapter 154 - Model Homes, Chapter 155 - Sign Code, Chapter 157 - Natural Resource Protection, and Chapter 158 - Zoning Code. No changes are proposed for Chapter 159 - Impact Fees and Chapter 162 - Art in Public Places. Revisions to Chapter 156 - Subdivision Regulations and Chapter 160 - Concurrency Management System are pending the completion of an update to the City's Engineering Standards for Land Development.

In those sections where the land development regulations require notification of the public hearing be mailed to surrounding property owners, i.e., variance, rezoning, etc., the distance has increased from 300 feet to 750 feet as directed by the City Council at the June 15, 2015 Council Workshop.

Because staff is incorporating all of the land development regulations' definitions in one chapter and in order to allow the residents and development community time to anticipate the changes, each of the ordinances will have an effective date of January 1, 2016. If approved, the proposed amendments to the Land Development Regulations will go into effect on January 1, 2016.

SUMMARY OF PROPOSED AMENDMENTS TO DEFINITIONS:

Currently each chapter contains a subsection for definitions. To eliminate inconsistencies, all definitions have been incorporated into a new chapter titled Definitions. To accommodate this change, Chapter 153 was renamed Definitions. The Landscape Code was moved from Chapter 153 to Chapter 154. Model Homes was moved from Chapter 154 to Chapter 163.

STAFF RECOMMENDATION:

The Planning and Zoning Department finds the proposed new chapter on definitions to be consistent with the City's Comprehensive Plan adopted in 2012 and recommends approval.

EXHIBIT A

~~CHAPTER 153: LANDSCAPE CODE; TREE PROTECTION AND PRESERVATION; LAND CLEARING~~

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~~Appendix D: Tree Protection Barrier Detail~~

~~Revised 11/11/2015 6:08 PM~~

EXHIBIT A

~~CHAPTER 153: LANDSCAPE AND LAND CLEARING CODE~~

~~§ 153.01 PURPOSE AND INTENT~~

~~This subchapter is intended to improve and protect the environment and the value and the character of the community and properties by providing for the installation and maintenance of landscaping and the preservation of natural plant growth. The provision for landscaping and the retention of natural plant growth reduces erosion, provides shade, buffers incompatible uses, aids in urban temperature control, and improves the aesthetic quality of a community and properties, thereby promoting the public health, safety, and general welfare. This chapter requires specific water conservation measures including the preservation of native vegetation for landscaping purposes, where applicable, to minimize water use, conserve energy, limit nutrient loading to surface waters, and provide mature vegetation for aesthetics, shade and wildlife habitat. The specific objectives of these regulations are to: preserve and protect existing vegetation, promote water conservation, and encourage greater use of native cold-tolerant and drought-tolerant landscape material.~~

~~§ 153.02 DEFINITIONS~~

~~For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~***ABUT.*** Properties which are either contiguous or separated by a road or drainage right-of-way.~~

~~***ACCESSWAY.*** The principal means of ingress and egress to a parcel from a public or private street right-of-way.~~

~~***ARCHITECTURAL WALL.*** A wall designed to complement adjacent development consisting of masonry block with stucco, fluted block, a finished designer block, poured concrete, or pre-cast concrete with a treatment on top such as a cornice, tile band, or similar accent. A pre-cast concrete wall shall be comparable in visual quality to a block wall. For typical layout and details, see Appendices A and B located at the end of this chapter.~~

~~***CALIPER.*** The diameter of the trunk measured 6 inches above the ground (up to and including 4 inch caliper size), and 12 inches above the ground for larger sizes.~~

~~***CANOPY.*** The area consisting of a tree's branches in all directions from its trunk, the outer edge of which is the dripline.~~

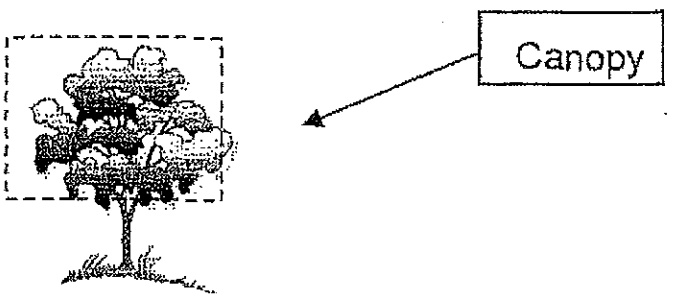

EXHIBIT A

~~***CLEAR TRUNK HEIGHT (CT).*** The height of a tree measured from the ground to the bottom of the canopy.~~

~~***COMMERCIAL AREA.*** Any area zoned commercial or office, including commercial or office areas designated in an approved PUD development plan.~~

~~***DIAMETER BREAST HEIGHT (DBH).*** The diameter of a tree trunk measured at 4.5 feet above grade. In the case of multi-stemmed trees, the D.B.H. shall be measured at 4.5 feet above grade on each stem and added together to count as one tree.~~

~~***DRIPLINE.*** An imaginary vertical line extending from the outermost circumference of the branches of a tree to the ground.~~

~~***EVERGREEN.*** Foliage that remains green or living throughout the year, non-deciduous.~~

~~***FRONTAGE.*** Linear distance measured along abutting road rights-of-way.~~

~~***GROUND COVER.*** Low growing plants planted in such a manner as to form a continuous cover over the ground.~~

~~***INDUSTRIAL AREA.*** Any area zoned industrial, including areas designated for industrial use in an approved PUD development plan.~~

~~***LANDSCAPE ISLAND.*** An area designated for landscaping located at the end of a parking bay that is typically 10 to 15 feet in width.~~

~~***LANDSCAPE STRIP.*** A strip of land designated for landscaping.~~

~~***LANDSCAPE BUFFER STRIP.*** A strip of land designated to provide a visual buffer between abutting properties that consists of landscaping and an architectural wall.~~

~~***LANDSCAPING.*** Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls, or fences, but excluding paving.~~

~~***MULCH.*** Nonliving, small, aggregate material such as gravel, rock, pebbles, bark, or pine needles spread over exposed soil.~~

~~***MULTI-FAMILY RESIDENTIAL / INSTITUTIONAL AREAS.*** Any area zoned multi-family residential or institutional, including areas designated for multifamily/ institutional uses in an approved PUD development plan.~~

~~***OFF-STREET PARKING AREA.*** Any area except a public or private right-of-way used for the purpose of parking, storing or display of vehicles, boats, trailers and mobile homes, including used car lots, but not including parking structures or garages.~~

~~***OPEN LOT STORAGE AREA.*** An area which is not enclosed by a permanent structure or wall where inoperative vehicles, scrap metal, scrap lumber, building materials, machinery, machinery parts, or other similar items are customarily sold or stored.~~

EXHIBIT A

~~***OPEN SPACE AREA***. Any open space, park, or public or private spaces not committed to preservation or drainage uses.~~

~~***OTHER VEHICULAR USE AREAS***. All land upon which vehicles traverse the property as a function of the primary uses.~~

~~***PARKING BAY.*** A single alignment of 12 or fewer parking spaces that is terminated at each end with a landscape island.~~

~~***PLANTING AREA***. Any area designated for landscape planting having a minimum area of ten square feet and having a minimum dimension of 3 feet; except that wherever a tree shall be planted, a minimum area of 25 square feet, with a minimum dimension of at least five feet.~~

~~***PROTECTED TREE***. Any tree having a D.B.H. of 12 inches or greater or any native palm with a minimum clear trunk of ten (10) feet or greater. The term "protected tree" shall also apply to any replacement tree and any non-exempt tree that is represented in a planning document for the purposes of securing an approved building permit, clearing permit, or certificate of occupancy. This excludes the following:~~

~~1. Non-native fruit trees cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to: mangos, avocados, or species of citrus.~~
~~2. Non-native invasive or undesirable plants listed under Section 153.04(D)(7)(c).~~
~~3. All non-native trees in the palm family.~~

~~***PUD-PLANNED UNIT DEVELOPMENT***. A land area under unified control which is planned and programmed in a single development operation or in a series of prescheduled phases according to an officially approved final development plan.~~

~~***REPLACEMENT TREE*** shall mean any tree planted or preserved as a condition of approval of a tree removal permit or as may be required to meet the conditions of this chapter.~~

~~***RIGHT-OF-WAY.*** Includes any public or private street or drainage canal right-of-way. In addition, other properties that are 50 feet or more in width that support infrastructure or utility uses such as, but not limited to, electric power lines and swales shall also be considered a right-of-way.~~

~~***ROOT PROTECTION ZONE***. The pervious area beneath a tree centered on the trunk. For preserved trees, this means the area beneath the drip line of the tree. Root protection zones that include existing impervious area(s) not adversely affecting the viability of the tree, may be acceptable.~~

~~***SPREAD*** means the crown diameter measured by taking the average of the widest branch spread and the branch spread perpendicular to it.~~

~~***SHRUBS***. Any low, self-supporting, multi-stemmed evergreen.~~

~~***SIGHT DISTANCE TRIANGLE***. See Section 158.204 of the Zoning Code for visibility at intersections in Zoning Districts.~~

EXHIBIT A

~~***SINGLE-FAMILY RESIDENTIAL AREA.*** Any portion of the city divided into lots intended to contain a single dwelling unit designed for occupancy by one family.~~

EXHIBIT A

~~***TOWNHOUSE*** means a single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.~~

~~***TREE.*** Any self-supporting, woody plant having at least one well-defined stem that will gain a minimum height of 20 feet when mature.~~

~~***TREE PROTECTION BARRIER.*** A suitable structure as installed as close as possible to the perimeter of the tree protection area prior to construction, land clearing, or demolition (See Appendix D - Tree Protection Barrier Detail).~~

~~***VINES.*** Any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or tendrils, or which may simply sprawl over the ground.~~

~~***XERISCAPE.*** A landscaping method that maximizes the conservation of water by the use of site-appropriate plants, proper mulches, and an efficient watering system.~~

~~§153.03 USE OF LANDSCAPING FOR SITE DEVELOPMENT AREA~~

~~The use of landscaping shall be required for all site development as follows:~~

~~(A) **Commercial Areas**. For site development in commercial areas, landscaping shall be placed as described in §153.04 herein, except §153.04 (M).~~

~~(B) **Multi-family Residential/Institutional Areas.** Sites developed for multi-family, institutional, and public buildings shall have landscaping installed in accordance with the requirements described in §153.04 herein, except §153.04(H) and §153.04(M). Note: Platted townhouse lots shall be subject to the requirements of § 153.04(M). A landscape strip that is at least 10 feet in depth shall be provided between buildings and parking lots, sidewalks, and vehicular use areas. This area is to be planted with grass, ground cover, shrubs, and trees. See §153.04(N) for minimum required quantity.~~

~~(C) **Industrial Areas**. Sites developed in industrial areas shall have landscaping installed in accordance with the requirements of §153.04 herein, except §§153.04(M), 153.04(I)3, 153.04(J), and 153.04(N):~~

~~(1) **Inner Courtyards.** Warehouse and/or industrial complexes erected with an inner court enclosed by walls or buildings shall not be required to landscape the inner court storage area.~~

~~(2) **Site Perimeter Landscaping.** A landscape strip at least ten feet in depth shall be located adjacent to all rights-of-way and abutting properties, unless indicated otherwise. Along a street right-of-way, one tree shall be provided for each 30 linear feet of frontage, or fractional part thereof. Trees may be placed in any arrangement within the landscape strip provided that the spacing between tree trunks is no greater than 50 feet. A continuous hedge shall extend the length of the landscape strip. One shrub shall be required for each 2 linear feet and the shrubs shall be at least 24 inches in height at the time of planting. The remainder of the landscape strip shall be planted with grass, ground cover, shrubs, and other landscape treatment, excluding~~

~~paving. Landscape strips not located adjacent to a street right-of-way shall have at least one tree for every 60 linear feet, or fractional part thereof, unless indicated~~

~~otherwise. A landscape strip located around an Open Lot Storage Area shall provide one tree for every 30 linear feet, or fractional part thereof. Where an industrial use is located next to a commercial, office, or institutional use, a continuous hedge shall also be provided within the side and rear perimeter landscape strip, unless there is an existing hedge located along the perimeter of the adjacent property. Parking lot perimeter landscape strip requirements shall take precedence where a parking lot is located adjacent to a perimeter landscape strip.~~

~~(3) **Parking Lot Interior Landscape Islands.** Parking lot interior landscape islands are to be provided unless the required shade trees are mitigated on site and are depicted on the landscape plan.~~

~~(D) **Planned Unit Development (PUD).** If a landscape plan is approved for a PUD project, then the PUD landscape plan will be enforced in lieu of the requirements of this subchapter.~~

~~(E) **Single-Family Residential Areas**. For site development in single-family residential areas, landscaping shall be installed in accordance with §153.04(M), §153.04(B)(3). See Chapter 97, Appendix A, for minimum sod area requirements.~~

~~(F) Administrative amendments to approved Site Plans pursuant to §158.237(K) shall not be required to provide a landscape plan unless the proposed amendment would substantially affect the approved landscape plan.~~

~~§ 153.04 LANDSCAPING REQUIREMENTS~~

~~To ensure that the landscaping provided is adequate to meet the intent of this subchapter, the following requirements are specified:~~

~~(A) **Xeriscape Landscape Design Principles.** Xeriscape landscaping means a type of quality landscaping that conserves water and protects the environment by using site appropriate plants, an efficient watering system, proper planning and design, soil analysis, practical use of turf, the use of mulches, and proper maintenance. The intent is to establish and maintain a healthy landscape by matching the right plants with existing site conditions to minimize the use of additional resources, such as water, fertilizer, and pesticides.~~

~~(1) Natural Landscapes. Landscape designs should incorporate and enhance existing natural landscapes and existing specimen trees and native vegetation (including canopy, understory, and ground cover). Particular care should be given to preserve intact natural landscapes.~~

~~(2) Use of Native and Drought Resistant Plants. Landscape designs should feature native and/or related plant species, to take advantage of the adaptability of native plants to local environmental conditions. Landscape designs should utilize drought tolerant plant materials to the maximum extent feasible. The use of drought tolerant plants should enrich the existing landscape character, conserve water and energy, and provide as pleasant and varied a visual appearance as plants that require more water.~~

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~~**(B) Installation.**~~

~~(1) **Planting Practices.** All landscaping shall be installed in a sound, workmanlike manner and according to accepted good planting practice with the quality of plant materials as hereinafter described. All elements of landscaping shall be installed so as to meet any other applicable ordinances. Trees and plants used in a required landscape design shall be cold-tolerant, drought-tolerant, or appropriate for the environmental setting in which they are to be planted. The "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, as amended, should be used to determine appropriate vegetation.~~

~~(2) **Staking.** All balled and burlapped trees and palms shall be staked. Trees and palms shall be staked until the roots have become established for a period typically between 6 months and 1 year or as specified by a landscape architect.~~

~~(3) **Easement and Utility Area Landscaping.** No landscaping shall be planted in such a manner as to adversely affect drainage or utility easements.~~

~~(a) Trees with a maximum mature height great enough to interfere with overhead power lines shall not be planted below overhead power lines. Such trees with a maximum mature height less than the height of the overhead power line shall be selected from Appendix C: City of Port St. Lucie Approved Tree List, Type B Trees or as required in §153.04(F)(2) for parcels located along Port St. Lucie Boulevard. No tree shall be planted within 10 feet of any existing utility pole, guy wire, or pad mounted transformer (See FP&L's publication "Plant the Right Tree in the Right Place" for placement and maintenance requirements.).~~

~~(b) All landscaping within Port St. Lucie Utility Systems Department (PSLUSD) utility easements shall comply with PSLUSD technical specifications, policies, and codes.~~

~~(c) Trees shall not be planted within ten (10) feet of any PSLUSD underground infrastructure.~~

~~(d) In locations where the perimeter landscape buffers must be designed to be located in utility easements due to site constraints, the following list of trees, palm trees and shrubs shall be used in these areas to meet the landscape buffer requirements. Trees and palm trees may be planted not less than seven (7) feet from the underground PSLUSD infrastructure. The remainder of the landscape strip shall be planted with grass and ground cover.~~

~~Trees~~

~~Pigeon Plum~~	~~*Coccoloba diversifolia*~~
~~Yaupon Holly~~	~~*Ilex vomitoria*~~
~~Weeping Holly~~	~~*Ilex vomitoria 'Pendula'*~~
~~Crape Myrtle~~	~~*Lagerstroemia indica*~~
~~Japanese Privet Tree~~	~~*Ligustrum japonicum*~~
~~Wax Myrtle~~	~~*Myrica cerifera*~~

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~~Simpson's Stopper~~	~~*Myrcianthes fragrans*~~
~~Jerusalem Thorn~~	~~*Parkinsonia aculeate*~~
~~Tallowwood Plum~~	~~*Ximenia Americana*~~
~~Wild Lime~~	~~*Zanthoxylum fagara*~~

~~Palm Trees:~~

~~Chinese Fan Palm~~	~~*Livistona chinensis*~~
~~European Fan Palm~~	~~*Chamaerops humilis*~~
~~Windmill Palm~~	~~*Trachycarpus fortunei*~~
~~Pindo Palm~~	~~*Butia capitata*~~
~~Ponytail Palm~~	~~*Beaucarnea recurvata*~~
~~Florida Thatch Palm~~	~~*Thrinax radiata*~~

~~Shrubs~~

~~American Beautyberry~~	~~*Callicarpa americana L.*~~
~~Apple, seven year~~	~~*Casasia clusiifolia*~~
~~Boxthorn~~	~~(Severinia buxifolia)~~
~~Boxwood~~	~~(Buxus microphylla)~~
~~Buttonbush~~	~~*Cephalanthus occidentalis*~~
~~Cardboard Palm~~	~~*Zamia maritima*~~
~~Christmas Berry~~	~~(Lycium carolinianum)~~
~~Coco Plum~~	~~(Chrysobalanus icaco)~~
~~Coontie~~	~~(Zamia floridana)~~
~~Crown of Thorns~~	~~(Euphorbia milii)~~
~~Dwarf Palmetto~~	~~*Sabal minor*~~
~~Dwarf Poinciana~~	~~*Caesalpinia pulcherrima*~~
~~Dwarf Schefflera~~	~~(Schefflera arboricola)~~
~~Dwarf Yaupon~~	~~(Ilex vomitoria, 'Stokes Dwarf' or 'Nana')~~
~~Fakahatchee Grass~~	~~(Tripsacum suspensum)~~
~~Firebush~~	~~(Hamelia patens)~~
~~Firethorn, Red~~	~~(*Pyracantha coccinea*)~~
~~Florida Privet~~	~~(*Forestiera segregate*)~~
~~Glossy abelia~~	~~(*Abelia x grandiflora*)~~
~~Golden Dewdrop~~	~~(Duranta erecta)~~
~~Indian Hawthorne~~	~~(Raphiolipis indica)~~
~~Jasmine, primrose~~	~~(*Jasminum mesnyi*)~~
~~Juniper, Chinese~~	~~(*Juniperus chinensis*)~~
~~Juniper, Pftizer~~	~~(*Juniperus chinensis 'Pftizeriana'*)~~
~~Lyonia, Rusty~~	~~(*Lyonia ferruginea*)~~
~~Macho Fern~~	~~(Nephrolepis *biserrata*)~~
~~Mound Lily~~	~~(*Yucca gloriosa*)~~
~~Myrsine~~	~~(*Rapanea punctata*)~~
~~Oleander~~	~~(*Nerium oleander*)~~
~~Pampas Grass~~	~~(*Cortaderia selloana*)~~
~~Pittosporum~~	~~(Pittosporum tobira)~~
~~Plumbago~~	~~(Plumbago auriculata)~~
~~Sand Cordgrass~~	~~(Spartina bakeri)~~
~~Sandankwa Viburnum~~	~~(Viburnum suspensum)~~
~~Saw Palmetto~~	~~(Serenoa repens)~~
~~Star Jasmine~~	~~(Jasminum nititdum)~~

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~~Sweet Viburnum (Viburnum odoratissimum)~~

~~Sea Oxeye Daisy~~	~~*(Borrichia arborescens)*~~
~~Spanish Bayonet~~	~~*(Yucca aloifolia)*~~
~~Texas Sage~~	~~*(Leucophyllum frutescens)*~~
~~Turk's-cap~~	~~*(Malvaviscus arboreus)*~~
~~Walter's Viburnum~~	~~*(Viburnum obovatum)*~~
~~Wax Myrtle~~	~~*(Myrica cerifera)*~~
~~Wild Olive~~	~~*(Osmanthus americanus)*~~

~~(4) **Certification by Landscape Architect.** The landscape architect shall certify in writing to the Director of Planning and Zoning that the landscaping and irrigation have been installed in accordance with the landscaping and irrigation plans approved by the Site Plan Review Committee. No certificates of occupancy or similar authorization will be issued unless the certification has been received verifying the landscaping and irrigation meet the requirements provided herein, and are in conformance with the approved landscape and irrigation plans for the project. This requirement shall not apply to single-family homes.~~

~~(C) **Maintenance.**~~

~~(1) **Responsibility.** The owner, tenant, and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscaping which shall be maintained in good condition so as to present a healthy, neat, and orderly appearance at all times and shall be kept free from refuse and debris. Maintenance shall include the replacement of all dead plant material and the removal of all evasive and exotic plant material.~~

~~(2) **Irrigation.** All sodded and planted areas shall be provided with an irrigation system except for Xeriscape areas. Xeriscape areas must have a readily available water supply to provide temporary irrigation until plantings are established. Xeriscape areas must be planted with approved drought tolerant species (See species denoted as drought tolerant * in Appendix C: City of Port St. Lucie Approved Tree List and the SFWMD "Waterwise South Florida Landscapes" plant guide). A Xeriscape plan may be approved by the Site Plan Review Committee when the applicant can assure the health and survivability of all landscaping plant materials. Bahia grass is considered xeriscape material.~~

~~(3) Nonconformance.~~

~~(a) If at any time after issuance of a certificate of occupancy the landscaping of a development is found to be in nonconformance, the Planning and Zoning Department shall issue notice to the owner, tenant, and/or agent that action is required to comply with this subchapter and the owner, tenant, and/or agent shall have 30 days to restore the landscaping as required. Failure to comply will result in a Code Enforcement Board hearing.~~

~~(b) Permitted landscaping existing on the effective date of this subchapter shall be maintained as originally permitted. Replacement trees and other plants must, however, meet the requirement of this subchapter.~~

~~(4) **Pruning and Topping**. Pruning restrictions shall not apply for trees located under power lines. Trees shall be pruned only as necessary to promote healthy growth. Trees shall be allowed to attain their normal size and shall not be severely pruned or "hatracked" in order to permanently maintain growth at a reduced height. Trees may be periodically pruned or thinned in order to reduce leaf mass in preparation for tropical storms. All pruning shall be accomplished in accordance with the National Arborist's Standards.~~

~~(5) **Walls and Fences**. All walls and fencing shall be maintained in good condition so as to present a neat, and orderly appearance at all times and shall be kept free from mildew and graffiti.~~

~~(D) **Plant Materials**.~~

~~(1) **Quality**. Plant material used in conformance with the provisions of this subchapter shall conform to the most recent standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", State of Florida, Department of Agriculture, Tallahassee, or equal thereto. Plant materials which are known to be intolerant of paving environments or temperature below 32° F or 0° C, or whose physical characteristics may be injurious to the public or which produce a quantity and/or quality of debris so as to present maintenance difficulties shall not be specified for use under this subchapter.~~

~~(2) **Existing Plant Material**. Developers and/or land owners are encouraged to utilize healthy, acceptable plant material existing on a site prior to its development since this plant material is known to adapt to soil and climate conditions that occur in the city area. This existing plant material may be used in part or in whole to meet the intent of this section provided it is of a quality comparable to Florida No. 1 as given in "Grade and Standards for Nursery Plants", State of Florida, Department of Agriculture, Tallahassee. Trees to be preserved shall be protected from construction damage. Protection should include barricades erected around the dripline, or other similar separation, of the tree during the entire construction process.~~

~~(3) **Ground Cover**. Ground covers, other than grass, shall be planted in such a manner as to present a finished appearance and a reasonably complete coverage within four months after planting. Ten percent (10%) of the groundcover landscaping shall consist of flowering groundcover. Groundcover shall be selected from the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, as amended.~~

~~(4) **Lawn Grass**. Grass areas shall be planted in species normally grown as permanent lawns in the county. Limit use of sod to a maximum of 50% of site landscaping. Because of their drought tolerant resistant characteristics, it is recommended that Bahia grass and common Bermuda grass be used. Use of drought tolerant ground cover instead of lawn and turf grass is encouraged. The use of St. Augustine grass is strongly discouraged.~~

~~(5) **Shrubs and Hedges**. Shrubs shall be a minimum of two feet in height when measured immediately after planting. When used for screening purposes they shall~~

~~be spaced a maximum of twenty-four inches on center and shall be maintained so as to form a continuous, unbroken, solid screen within a maximum of one year after time~~

~~of planting. If wider growing plants are used, spacing may be increased, but should provide a full appearance with adjacent plants touching each other. Required shrubs shall be selected from the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, as amended. Saw Palmetto can have a minimum size of 12 inches and be spaced a maximum of thirty-six inches on center. At least 25% of all shrubs shall be native species.~~

~~(6) **Synthetic Plants.** Synthetic or artificial material in the form of trees, shrubs, ground cover, vines, or artificial turf shall not be used in lieu of plant requirements in this section.~~

~~(7) **Trees.**~~

~~(a) Trees shall be a species having an average mature spread of crown greater than 20 feet. Trees shall have a trunk that is maintained in a clean condition with over five feet of clear wood (no branches). Trees having an average mature spread of crown less than 20 feet may be arranged in groupings so as to create the equivalent of a 20-foot crown spread; however, the grouping or groupings shall be counted as one tree.~~

~~(b) Tree species shall be a minimum of twelve (12) feet overall height when planted with a minimum five (5) foot crown spread. At planting, the trees shall have a caliper of at least 2.5 inches. Palm trees shall have a minimum clear trunk height of ten (10) feet except for Canary Island Date Palm, Edible Date Palm, and Bismark Palm. Canary Island Date Palm, Edible Date Palm, and Bismark Palm shall have a minimum clear trunk height of six (6) feet. For the requirements of Section 153.04(L) "Landscaping around Building Façade", the minimum height may be reduced to eight (8) feet. Groups of smaller trees may be approved by the Site Plan Review Committee. Required trees shall be selected from Appendix C: City of Port St. Lucie Approved Tree List located at the end of this chapter. Trees from the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, may be substituted for the trees listed in Appendix C provided they are of the appropriate USDA plant hardiness zone, ecological setting, and conform to the requirements of §153.04(D)(7)(a). Substitutions do not apply to certain portions of this chapter which identify specific planting requirements.~~

~~(c) None of the following trees shall be used to meet the requirements of this section: *Melaleuca leucadendra* (Punk Tree), *Schinus terebinthefolius* (Brazilian Pepper), *Casuarina species* (Australian Pine), *Acacia auriculiformis* (Earleaf Acacia), *Albezia lebbeck* (Woman's Tongue), *Bishofia javanica* (Bishofia/Toog), *Brassaia actinophylla* (Schefflera), *Enterolobium cyclocarpum* (Ear Pod Tree), *Eucalyptus spp.* (Eucalyptus), *Grevillia robusta* (Silk Oak), and *Sapium sebiferum* (Chinese Tallow), *Araucaria heterophylla* (Norfolk Island Pine), *Syzygium cumini* (Java Plum), *Melia azedarach* (Chinaberry), *Dalbergia sissoo* (Rosewood), and *Cupianopsis anacardiodes* (Carrotwood).~~

~~(d) No more than twenty-five (25)% of the required trees may be palm trees.~~

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~~(e) Use of native species shall be encouraged. At least 50% of all required trees shall be a native species. At least 25% of all shrubs shall be native species.~~

~~(f) At least 20% of the required trees shall be flowering trees.~~

~~(g) At least 75% of the trees located within landscape islands shall be evergreen shade trees. See Appendix C: City of Port St. Lucie Approved Tree List located at the end of this chapter.~~

~~(h) When more than ten (10) trees are required to be planted to meet the requirements of this Code, a mix of species shall be provided. The minimum number of species to be planted is indicated in the following table. When a mix of species is required, no single species shall exceed a 2 to 1 ratio relative to all other individual species.~~

~~**Required Tree Species Mix**~~	
~~Number of Trees Required~~	~~Minimum Number of Species~~
~~11--20~~	~~2~~
~~21--30~~	~~3~~
~~31--40~~	~~4~~
~~41+~~	~~5~~

~~(i) Trees of species whose roots are known to cause damage to public roadways, utilities, or other public works shall not be planted closer than 10 feet to those public works.~~

~~(j) Landscape guidelines which preempt this ordinance may be adopted by the City Council for certain areas.~~

~~(k) In those instances where a tree(s) is planted closer than five (5) feet from a street, sidewalk, or structure, a root barrier(s) shall be installed. Root barriers for trees shall be installed along the edge of structure or 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.~~

~~(8) **Tree Credits**~~

~~(a) To encourage the preservation of trees, existing trees which are retained and preserved may be substituted for any of the trees required by the landscaping requirements of this chapter or the tree preservation requirements of this chapter. Applicants must incorporate a tree preservation plan into the proposed landscape plan to receive tree credits. This additional plan must explain the preservation, maintenance, placement, and transplanting techniques used for all trees to be considered for credit. A tree protection barrier (See Appendix D – Tree Protection Barrier Detail) shall be placed around all trees to be preserved prior to any land preparation or~~

~~construction of structures or other improvements. Both plans must be included with an application for a site plan, subdivision plan, or building permit. Single family lot owners shall place a tree protection barrier around all trees to be preserved to receive tree credits.~~

~~(b) The tree(s) shall be in good health and free of pests, disease, or injury.~~

~~(c) The tree(s) shall count toward the tree replacement requirements for a Tree Removal Permit, if applicable, or required landscaping for site plan, subdivision, or PUD rezoning approval or residential development. The tree(s) shall not count toward both requirements simultaneously.~~

~~(d) Credit ratio: Preserved/relocated native trees shall be credited for required trees, pursuant to the following ratio:~~

~~**D.B.H. of Preserved Tree**~~	~~**Total Tree Credits**~~
~~2-6 inches~~	~~1 tree~~
~~7-12 inches~~	~~2 trees~~
~~13-18 inches~~	~~3 trees~~
~~19 and above~~	~~4 trees~~

~~(e) Trees ineligible for credit ratio: No credit shall be granted for trees:~~
~~1. Classified as prohibited.~~
~~2. Dead, dying, diseased or insect infested, damaged or impacted trees.~~

~~(9) **Vines**. Vines shall be a minimum of 30 inches in height immediately after planting and may be used in conjunction with fences, screens, or walls to meet physical barrier requirements as specified.~~

~~(E) **Water Efficient Landscaping**.~~

~~(1) All developments for which landscaping is required shall incorporate the principles of waterwise landscaping into the landscaping design based on the following requirements, in addition to the general landscape requirements of this chapter.~~

~~(a) A minimum of fifty (50) percent of each required planting material shall be drought tolerant as recognized as drought tolerant (*) in Appendix C: City of Port St. Lucie Approved Tree List and in the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, as amended. Each type of required planting material, trees, shrubs, and ground cover shall be calculated separately, and each type shall meet the required percentage minimum.~~

~~(b) Plant materials shall be grouped in accordance with their respective water and maintenance needs to provide for efficient irrigation. Plants with similar water, soil, climate, sun, and light requirements shall be grouped together. Proposed irrigation zones shall be shown on the landscaping plan.~~

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~~(c) The use of sod/turf grass shall be limited to where it is most functional in the landscape plan. Irrigated sod shall be considered a high water use zone. Sod/turf grass shall be placed so that it can be irrigated using separate zones.~~

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~~(2) Irrigation System Design Standards. —Landscaped areas shall be irrigated to maintain required plant materials in good and healthy condition. Xeriscape areas must have a readily available water supply to provide temporary irrigation until plantings are established. Natural areas and native vegetation left undisturbed by development may be excluded from the irrigation system. The design plans for the irrigation system shall be submitted with the required landscape plan for review and approval by the Site Plan Review Committee. The required irrigation plan shall be prepared by or under the landscape architect's authority and demonstrate compliance with the following irrigation standards:~~

~~(a) All landscaped areas requiring irrigation shall be provided with a fully automated irrigation system that provides 100 percent coverage with 100 percent overlap with a minimum design distribution uniformity (D.U.) of .70. Temporary or minimal irrigation systems acceptable to Xeriscape practices may be used when a Xeriscape plan has been approved by the Site Plan Review Committee. These temporary systems must comply with the same efficiency and design requirements as permanent systems.~~

~~(b) All non single-family residential irrigation systems shall consider the use of a non-potable water supply such as reclaimed water, storm water, ground water, or surface water, if such supply is available.~~

~~Automatic irrigation systems shall incorporate the following criteria:~~

~~i. Zoning - Irrigation systems shall be designed to ensure turf and landscape areas are irrigated on separate zones. In addition, all spray, rotor, and drip zones shall be zoned separately.~~

~~ii. All new trees shall have pressure compensating bubblers installed, a minimum of one per tree. The bubblers shall be zoned separately, when possible.~~

~~iii. Moisture sensor or rain gauge equipment shall be required on automatic irrigation systems to avoid irrigation during periods of sufficient rainfall and/or soil moisture – one per controller.~~

~~iv. Irrigation systems shall be designed to minimize overspray onto paved surfaces, structures, and non-vegetated areas.~~

~~v. All irrigation systems shall be continuously maintained in working order.~~

~~vi. Hydraulics – All irrigation designs must ensure mainline and lateral line piping shall be sized to limit velocities to 5 feet per second (fps), or less, and a maximum pressure variation with each zone and within all mainline piping of 10% via the friction factor method.~~

~~vii. All spray heads and drip emitters must be pressure regulating and have check valves. All rotors must have check valves and pressure regulation is to be utilized, as required, to ensure proper coverage and minimize misting.~~

~~viii. Water windows – all irrigation systems must be designed to be able to irrigate the entire site in one ten (10) hour day, or less.~~

~~ix. Irrigation systems must be designed to be able to apply a peak daily irrigation demand of .3 inches of water to each zone.~~

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~~x. All irrigation system designs must meet or exceed those requirements outlined as best design and/or management practices by the Florida Irrigation Society (FIS), American Society of Irrigation consultants (ASIC) and the Irrigation Association (IA).~~

~~xi.~~

~~(F) **Site Perimeter Landscaping** - Commercial, Office, Institutional, Multifamily, and PUD Zoning. Necessary access ways from a right-of-way through all landscape strips shall be permitted in order to utilize the parking or other vehicular use areas and these accessways may be subtracted from the linear dimension used to determine the number of trees required.~~

~~(1) **Development Located Adjacent to a Right-of-Way or to Another Property.** A landscape strip at least ten feet in depth shall be located adjacent to all rights-of-way and abutting properties, unless indicated otherwise. One tree shall be provided for each 30 linear feet of right-of-way or abutting property, or fractional part thereof. Trees may be placed in any arrangement within the landscape strip provided that the spacing between tree trunks is no greater than 50 feet. A continuous hedge shall extend the length of the landscape strip. One shrub shall be required for each 2 linear feet and the shrubs shall be at least 24 inches in height at the time of planting. The remainder of the landscape strip shall be planted with grass, ground cover, shrubs, or other landscape treatment, excluding paving. Where an adjacent site has been developed and it has a landscape strip that has one tree for each 30 linear feet, or fractional part thereof, the required trees may be placed in other areas of the site, in addition to other required trees. If there is no space for additional trees in other areas of the site, the trees shall not be required. However, provided sufficient space exists, additional shrubs shall be required. In such case, a minimum of 24 shrubs at least 24 inches in height may be substituted for every one required tree. Groundcover may be substituted for no more than 50% of the number of required shrubs: 6 square feet of groundcover shall be required for every one shrub.~~

~~(2) **Special Areas - Port St. Lucie Boulevard, Prima Vista Boulevard, and St. James Drive.** Properties with a depth in excess of 200 feet having a front or side facing Prima Vista Boulevard or St. James Drive shall provide a landscape strip at least 15 feet in depth. This landscape strip shall include one tree for each 30 linear feet, or fractional part thereof. Trees may be placed in any arrangement within the landscape strip provided that the spacing between tree trunks is no greater than 50 feet. A continuous hedge shall extend the length of the landscape strip. One shrub shall be required for each 2 linear feet and the shrubs shall be at least 24 inches in height at the time of planting. The remainder of the required landscape strip shall be landscaped with grass, ground cover, shrubs, or other landscape treatment, excluding paving. Properties having a front or side facing Port St. Lucie Boulevard shall provide a landscape strip that is at least 15 feet in depth along Port St. Lucie Boulevard and the landscape strip shall be planted as indicated below:~~

~~(a) In locations without overhead wires: Trees shall be planted at 30 feet on center along the street frontage. Trees shall be Live Oaks (*Quercus virginiana*).~~

~~(b) In locations with overhead wires: One tree for every 10 feet of frontage, clustered in a minimum of 3; clusters spaced a maximum of 30 feet, 12 feet minimum height. Trees to be selected from the following list:~~

~~Crape Myrtle~~	~~*Lagerstroemia indica*~~
~~Japanese Privet~~	~~*Ligustrum japonicum*~~
~~Dahoon Holly~~	~~*Ilex cassine*~~
~~Pindo Palm~~	~~*Butia capitata*~~
~~Chinese Fan Palm~~	~~*Livistona chinensis*~~
~~European Fan Palm~~	~~*Chamaerops humilis*~~

~~(c) Parking lot terminating islands shall have at minimum one tree. Two palms having a clear trunk height of 10 feet may be substituted for one tree, unless indicated otherwise. These trees or palms shall be selected from the following list:~~

~~One Tree:~~

~~Live Oak~~	~~*Quercus virginiana*~~
~~Drake Elm~~	~~*Ulmus parvifolia*~~
~~Canary Island Date Palm~~	~~*Phoenix canariensis*~~

~~Two Trees:~~

~~Cabbage Palm~~	~~*Sabal palmetto*~~
~~Windmill Palm~~	~~*Trachycarpus fortunei*~~
~~Washingtonia Palm~~	~~*Washingtonia robusta*~~
~~Chinese Fan Palm~~	~~*Livistona chinensis*~~

~~(d) A hedge or shrub border shall be located in this landscaping strip. Hedge material shall be spaced a maximum of 24 inches on center and shall be at least 24 inches tall at time of planting. Hedges shall be selected from the following plant materials: the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, as amended.~~

~~(e) Twenty-five percent of the area* of the landscape strip shall be planted in ground covers which are to be selected from the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, as amended, and planted at least 18 inches on center, unless noted otherwise:~~

~~*10 % of groundcover landscaping shall be flowering groundcover.~~

~~(f) A landscape strip along the rear and sides of a parcel shall be provided as indicated in §153.04(F)(1) above. The plant materials are to meet the requirements for size, spacing, and type included in §153.04(F)(2)(d) and (e).~~

~~(3) **Special Area – Gatlin Boulevard.** Properties fronting on Gatlin Boulevard shall preserve vegetation located along Gatlin Boulevard as indicated in the *Citywide Design Standards* and in §153.04(P)(2).~~

EXHIBIT A

~~(G) **Landscape Buffer Strips.** Landscape Buffer Strips are areas where a wall or fence is required in addition to landscaping.~~

~~(1) **Landscape Buffer Strip Abutting Residential or Open Space Land Uses – Wall Required.** A wall is required in a landscape buffer strip where commercial, industrial, institutional, office, or public facility uses abut property to the side or rear which is designated with a residential or open space land use, or which has a residential use such as an assisted living facility. The required wall installation must be completed prior to the issuance of foundation permits for the building. A wall is required in a landscape buffer strip where multi-family development abuts property to the side or rear which is designated with single-family zoning or PUD zoning with single-family uses. See chart below for the minimum depth requirements for landscape buffer strips:~~

~~(a) Parcel Size~~	~~Buffer Depth~~
~~(1) Less than 2 Acres.~~	~~10 feet~~
~~(2) Greater than 2 Acres and less than 5 Acres.~~	~~15 feet *~~
~~(3) Greater than 5 Acres.~~	~~20 feet *~~

~~* Properties having a depth of 260 feet or less shall have a landscape buffer that is at least 10 feet in depth.~~

~~(b) **Landscape Buffer Wall Standards.** Walls shall be designed as architectural walls. When a landscape buffer strip is located adjacent to a right-of-way, the architectural wall shall be set back a minimum of 5 feet from the right-of-way in order to provide an area on the outside for landscaping and maintenance, unless noted otherwise. When a landscape buffer is required along a drainage right-of-way, the Engineering Department shall determine whether a landscape buffer strip may be permitted to be located within the adjacent drainage easement, if applicable. When a landscape buffer strip is located adjacent to a residential property, the architectural wall shall be located at least 2 feet from the property line and the area inside of the wall shall be landscaped. No landscaping along the outside of the wall shall be required. The architectural wall shall be located no closer than 2.5 feet to an interior paved surface or a parking space in order to allow space for shrubs and other landscaping. The wall and plantings shall be permanently maintained and kept in an acceptable state of repair. See drawings located in Appendices "A" & "B" at the end of this chapter.~~

~~1. **Height.** The architectural wall shall be at least 6 feet in height measured from the finished floor elevation of the primary structure on the subject property, not to exceed 8 feet, unless otherwise required for industrial uses.~~

~~2. **Design**. The wall shall have columns or wall offsets at least every 20 feet. Columns shall extend beyond the face of the wall on both sides by at least 3 inches and they shall be at least 13 inches in width. Offsets shall be at least 16 inches in depth. A decorative band or cornice located along the top of the wall shall be at least 8 inches in height. The primary color used on the wall shall match the primary color used on the building located on the site. The wall color shall be selected from the approved colors table located in the "City of Port St. Lucie Design Standards".~~

~~3. **Access**. Gates may be required in order to provide pedestrian access to adjoining areas and to provide access for landscape and wall maintenance. Gates shall be opaque.~~

~~(c) **Landscape Material**. One tree, at least 14 feet in height, shall be provided for each 30 linear feet of the landscaped buffer strip, or fractional part thereof. When a landscape buffer strip is located adjacent to a right-of-way, trees, continuous hedging, and ground cover shall be planted on the right-of-way side of the wall. The hedge plant materials shall be at least 24 inches high when planted and shall be planted 24 inches on center. At least 15% of the area in front of the wall shall consist of groundcover. Tree, hedge, and ground cover materials shall be selected from the materials list located in §153.04(F)(2). The remainder of the required landscape buffer strip shall be landscaped with grass, ground cover, shrubs, hedges, or other landscape treatment, excluding paving. The area inside the wall shall have at least one shrub for each 2 linear feet, or fractional part thereof, and the shrubs shall be at least 24 inches in height when planted.~~

~~(2) **Landscape Buffer Strip Adjacent to Residential Properties Located within Conversion Areas – Fence Required**. Where commercial, industrial, institutional, office, multifamily, and public facility uses abut property to the side or rear on which there is an existing house and which is zoned as single-family residential and which is located within a Conversion Area, a landscape buffer strip that is at least 10 feet in depth located along the side adjacent to the residential property shall be provided, unless indicated otherwise. A six-foot high opaque wooden fence or fence of similar appearance shall be used as a temporary buffer, in lieu of architectural wall. The temporary buffer shall remain until such time that the adjacent property is no longer zoned single-family residential or until the house is removed from the adjacent property. One tree, at least 12 feet in height, shall be provided for each 30 linear feet, or fractional part thereof. A continuous hedge shall extend the length of the landscape strip. One shrub shall be required for each 2 linear feet and the shrubs shall be at least 24 inches in height at the time of planting. The remainder of the required landscape buffer strip shall be landscaped with grass, ground cover, shrubs, or other landscaping, excluding paving.~~

~~(H) **Perimeter Landscaping for Open Lot Storage Areas**. Open lot storage areas shall be landscaped on all sides as in §153.04(G) with the option of using opaque wood, metal or plastic that looks similar to wood, or chain link (with slats) fencing in lieu of a wall, except for necessary accessways for ingress and egress from the open lot storage areas and where the storage area is~~

~~screened from view from surrounding property by intervening buildings and structures. However, properties facing a collector or arterial road shall have an architectural wall located along the street frontage. Chain link fencing shall be vinyl coated in a green or black color. Along areas facing a street right-of-way, the required landscaping shall be located in front of the wall or fence.~~

~~(I) **Perimeter Landscaping around Parking Areas and Other Vehicular Use Areas.** For properties located along Port St. Lucie Boulevard, refer to §153.04(F)(2) for required plant species.~~

~~(1) **General.** A landscape strip at least ten feet in depth located adjacent to an off-street parking area or other vehicular use area shall be provided, unless indicated otherwise. See §153.04(I)(3) below. This landscape strip shall include one tree for each 30 linear feet, or fractional part thereof.~~

~~(2) **Landscape Barrier.** In addition, a hedge, wall, or other durable landscaping barrier shall be located within this landscape strip. If such a barrier is of non-living material, it shall be a minimum height of three feet and one shrub or vine shall be planted for each five linear feet or fractional part thereof. Such shrubs or vines shall be located along the exterior side of the barrier. The remainder of the required landscape strip shall be landscaped with grass, ground cover, shrubs, hedges, or other landscape treatment, excluding paving.~~

~~(3) **Landscape Strip Between Buildings and Vehicular Use Areas.** A landscape strip that is at least 10 feet in depth shall be located between a building and a parking space. A landscape strip that is at least 5 feet in depth shall be located between a building and a loading space except where access is required. A landscape strip that is at least 5 feet in depth shall be located between a building and a driveway or a sidewalk, unless indicated otherwise. The landscape strip shall be planted with, sod, groundcovers, shrubs, trees, and or hedges. See §153.04(N) for required quantity of landscaping located around building facades and §153.03(B) for special requirements for multi-family development.~~

~~(a) Where the rear of a building is not generally accessible or visible to the general public, such as a strip commercial shopping center, the Site Plan Review Committee may waive or modify the requirement for a landscape strip to be located between vehicular use areas and a building.~~

~~(b) Where an arcade is located along the front or sides of a building, the Site Plan Review Committee may modify the requirements for a landscape strip to be located between the arcade and the vehicular use areas and sidewalks. Some arrangement of the required landscaping around the building shall be provided.~~

~~(J) **Parking Lot Interior Landscape Islands.** For properties located along Port St. Lucie Boulevard, refer to §153.04(F)(2) for required plant species.~~

~~(1) **General.** Interior portions of off-street parking facilities that are not specifically designed as parking spaces or maneuvering areas shall not be paved for vehicle use. These areas shall be planted and permanently maintained with trees and shrubs, and finished with ground cover or other landscape material. Mechanical, electrical, or utility equipment (excluding a fire hydrant) is prohibited from being located within a required landscape island.~~

~~(2) **Maximum Number of Continuous Parking Spaces**. Parking bays shall have a landscape island located at each end in order to break up excessively long runs of parking spaces. Each landscape island shall have at least one shade tree.~~

~~(a) **Sites Greater than Two Acres in Size.** Option No.1: A landscape island at each end of a parking bay shall be provided that has a minimum width of 15 feet and a minimum total area of 250 square feet. The parking bay shall contain no more than 12 continuous parking spaces nor extend more than 130 linear feet, whichever is more restrictive. Option No. 2: A landscape island at each end of a parking bay shall be provided that has a minimum width of 10 feet and a minimum total area of 150 square feet. The parking bay shall contain no more than 8 continuous parking spaces nor extend more than 90 linear feet, whichever is more restrictive. The abutting parking bays shall contain no more than 8 parking spaces nor extend more than 90 linear feet. Otherwise, the landscape island shall be at minimum 15 feet in width as indicated in Option No.1.~~

~~(b) **Sites Two Acres or Less in Size**. A landscape island at each end of a parking bay shall be provided that has a minimum width of 10 feet and a minimum total area of 150 square feet. The parking bay shall contain no more than 12 continuous parking spaces nor extend more than 130 linear feet, whichever is more restrictive.~~

~~(3) **Curbing**. All interior landscaping areas shall be curbed to prevent vehicular encroachment. Required curbing shall conform to FDOT type D or F.~~

~~(K) **Landscaping For Refuse Collection and Recycling Areas.** One shrub or vine shall be planted at two-foot centers along the outside perimeter of the dumpster enclosure wall.~~

~~(L) **Other Areas**. All property, except for land utilized for principal structures, accessory structures, off-street parking areas, other vehicular use areas, and required landscaped areas shall be landscaped with at least grass, ground cover, or mulch.~~

~~(M) **Single-family Residential Landscaping.** Each developed single-family or townhouse lot or parcel shall contain a minimum number of trees selected from Appendix C: City of Port St. Lucie Approved Tree List, based on lot or parcel size per the following chart:~~

~~**Size of Lot**~~	~~**Number of Trees**~~	~~**Tree Type**~~
~~Up to 2,500 SF~~	~~1~~	~~A or B~~
~~Up to 5,000 SF~~	~~2~~	~~A or B~~
~~Up to 7,500 SF~~	~~3~~	~~Two A and one A or B~~
~~Up to 10,000 SF~~	~~4~~	~~Two A and two A or B~~
~~Each additional 2,500 SF over 10,000 SF~~	~~1~~	~~A or B~~

~~For townhouse development and Planned Unit Developments, other sections of this chapter may exceed these requirements. Trees shall be a minimum of twelve (12) feet overall height when planted with a minimum five foot crown spread. At planting, the trees shall have a caliper of at least 2.5 inches. No more than fifty (50) percent of the required trees may be palm trees. Existing non-exotic healthy trees may be used to satisfy this requirement. A tree protection barrier (See Appendix D – Tree Protection Barrier Detail) shall be placed around all trees to be preserved prior to any land preparation or construction of structures or other improvements. Larger trees may be used to meet the minimum requirements provided the total caliper requirements are met. For example, one five inch caliper tree may be substituted for two 2.5 inch caliper trees. The property owner is responsible for maintaining all required landscaping in good health and appearance.~~

~~(N) **Landscaping around Building Facades**. A landscape strip between 5 and 20 feet shall be located around the perimeter of a building that is visible to the general public, patrons, or residents, unless noted otherwise. Also, refer to §153.04(I)(3) - Landscaping between Buildings and Vehicular Use Areas and §153.03(B) – Multi-family Development. Landscaping shall be designed to be complementary to the building facade. Plantings shall include trees, hedging, and ground cover placed around the buildings. There shall be at least 1 shrub for every 1.5 linear feet of a building's perimeter, excluding paved access areas, and the shrubs shall be at least 24" in height at the time of planting. One tree or palm (Appendix C, City of Port St. Lucie Approved Tree List) is required for every 30 linear feet of the building's perimeter. Note: A wider landscape strip permits more area to plant required trees and shrubs.~~

~~(O) **Removal of Exotic Vegetation.** All new development and redevelopment shall be required to remove all pestilent exotic vegetation including, at a minimum, *Melaleuca leucadendra* (Punk Tree), *Schinus terebinthefolius* (Brazilian Pepper), and *Casuarina species* (Australian Pine), *Acacia auriculiformis* (Earleaf Acacia), *Albezia lebbeck* (Woman's Tongue), *Bishofia javanica* (Bishofia/Toog), *Brassaia actinophylla* (Schefflera), *Enterolobium cyclocarpum* (Ear Pod Tree), *Eucalyptus spp.* (Eucalyptus), *Grevillia robusta* (Silk Oak), and *Sapium sebiferum* (Chinese Tallow), *Araucaria heterophylla* (Norfolk Island Pine), *Syzygium cumini* (Java Plum), *Melia azedarach* (Chinaberry), *Dalbergia sissoo* (Rosewood), *Cupianopsis anacardiodes* (Carrotwood) and *Lygodium microphyllum* (Old World Climbing Fern), *Dioscorea bulbifera* (Air Potato Vine), and *Pueraria montana var. lobata* (Kudzu).~~

~~(P) **Preservation of Existing Non-exotic Vegetation**.~~

~~(1) Preservation of existing non-exotic vegetation shall be required whenever possible. The Site Plan Review Committee may require tree surveys to be submitted to meet these objectives. Existing trees and vegetation may satisfy the landscape buffer requirements in this chapter, in total, or in part. Existing trees and vegetation may be relocated from areas of the site to be used as or in a landscape buffer. In determining whether trees and vegetation satisfy the requirements of this chapter, the following shall be considered:~~

~~(a) The effectiveness of the visual screening. If adequate screening is provided, then no additional trees and vegetation will be required.~~

~~(b) The quality and kind of trees and vegetation being preserved.~~

~~(c) A tree protection barrier (See Appendix D—Tree Protection Barrier Detail) shall be placed around all trees to be preserved prior to any land preparation or construction of structures or other improvements.~~

~~(2) **Required Preserve Area - Gatlin Boulevard Only.** Maintain a 20-foot wide strip of landscape preserve area along the Gatlin Boulevard ROW. Preserve 75% of the pine and canopy trees in this area, maintaining all native understory vegetation. No structures, fences, walls or parking is allowed in this area. Protect preserve area with construction fencing prior to requesting a Clearing Permit. Grade change shall be made without depositing fill within preserve area. Non-native vegetative areas (e.g., pepper trees) shall be removed and planted with native landscaping in accordance with the Port St. Lucie Landscape Code.~~

~~(Q) **Drive-Throughs.** No drive-through windows located between the right-of-way of a primary collector/arterial roadway and a building are permitted. If there is no other location option, the entire drive-through lane must be completely screened from adjacent view using a continuous planting of vegetation at a height of six (6) feet at time of planting. Vegetation shall be maintained at a height of at least six (6) feet.~~

~~(R) **Joint Use Parking.** Joint parking areas are allowed and encouraged between adjacent land owners. Joint parking areas will be treated as a single parking area and must meet all requirements of this chapter and the Zoning Code. Joint parking areas will only be permitted if there is a mutual agreement among the owners of the parking areas, which is acceptable to the City and a copy of the agreement filed with the Planning and Zoning Department.~~

~~(S) **Landscape Strips Combined.** Where the edges of required landscape strips are spaced apart 20 feet or less, a single landscape strip may be utilized and the landscaping may be distributed over the entire width of the combined landscape strips. However, requirements for landscape buffer strips as indicated in §153.04(G) shall not be modified. Where a landscape buffer strip and a landscape strip are spaced apart 20 feet or less, only a landscape buffer strip shall be required. Where requirements for a landscape strip differ, the more stringent requirements shall take precedence.~~

~~(T) **Mechanical, Electrical, and Utility Equipment.** A hedge that is at least 24 inches in height when planted and that is spaced at least 24 inches on center shall be planted around mechanical, electrical, and utility equipment except where access to the equipment is necessary. Lift stations shall have an opaque wall or fence located around the perimeter except where the gate is located. The gate shall be semi-transparent in order to allow for visual inspection of the equipment by the Utility Department. The lift station's alarm light shall be clearly visible above the wall or fence at all times. Hedging shall be located around the wall or fence. The wall or fence shall be of a material that is similar or complementary to the building or buildings located on the site. Air conditioning condensing and compressor units shall not be located on a side of a building that faces a street right-of-way.~~

EXHIBIT A

~~(U) **Gated and/or Walled Entrances**. Trees, shrubs, and groundcover shall be planted along a wall or fence and around a guard house located at a gated entrance. At minimum, a landscape strip that is at least 10 feet in depth shall be located along the side that is visible to the general public. At least one tree for each 15 linear feet, or fractional part thereof, of the walled entrance (excluding the gates) shall be provided. One shrub shall be required for each 2 linear feet and the shrubs shall be at least 2 feet in height at time of planting.~~

~~(V) **Sidewalks and Bikepaths**.~~

~~(1)~~

~~(a) New development located along existing streets. New development located along an existing street right-of-way that is 60 feet in width or greater shall provide a sidewalk that is at least 5 feet in width, typically along the property line and within the street right-of-way. However, in such case where the Engineering Department determines that a sidewalk located within a right-of-way is not appropriate or will be in conflict with other public works, the Engineering Department may require that the sidewalk be located on the subject property to be developed, typically along the property line. Location and design shall be subject to review by the Site Plan Review Committee. In areas where the City plans to install and finance the construction of a sidewalk, the developer shall not be required to install the sidewalk. However, the developer shall be required to pay the current bid price for the installation of the proposed sidewalk for the length of the subject property unless previous agreement or ordinance indicates otherwise. In areas where a design plan for sidewalks and/or bikepaths has been adopted or established, the design plan shall take precedence as to the location, size, and other features of the sidewalk and/or bikepath. Sidewalks shall not encroach into landscape strips.~~

~~(b) Existing development located along existing streets. Existing development located along an existing street right-of-way that is 60 feet in width or greater seeking major revisions of a site plan pursuant to Section 158.237(D) of the Zoning Code, shall provide a sidewalk that is at least 5 feet in width, typically along the property line and within the street right-of-way. However, in such case where the Engineering Department determines that a sidewalk located within a right-of-way is not appropriate or will be in conflict with other public works, the Engineering Department may require that the sidewalk be located on the subject property to be developed, typically along the property line. Location and design shall be subject to review by the Site Plan Review Committee. In areas where the City plans to install and finance the construction of a sidewalk, the developer shall be required to pay the current bid price for the installation of the proposed sidewalk for the length of the subject property unless previous agreement or ordinance indicates otherwise. In areas where a design plan for sidewalks and/or bikepaths has been adopted or established, the design plan shall take precedence as to the location, size, and other features of the sidewalk and/or bikepath. Sidewalks shall not encroach into landscape strips. Existing development seeking minor revisions of a site plan pursuant to Section 158.237(C) shall not be subject to the sidewalk requirement.~~

~~(2) **Public and Private Streets or Driveways.** A sidewalk that is at least 5 feet in width shall be located along the side or sides of the following proposed street rights-of-way or main access routes:~~

~~(a) A public or private street right-of-way located adjacent to a non-residential use. A sidewalk shall be located along the side of the street located adjacent to the non-residential use.~~

~~(b) A public or private street right-of-way or driveway that serves as a main access route to a residential development having 400 units or more. Sidewalks shall be located on both sides.~~

~~(c) All collector or arterial roads. Sidewalks shall be located on both sides.~~

~~(3) Whenever possible, a sidewalk shall be located along the edge of the street right-of-way, leaving a green space located between the street pavement and the sidewalk. See Subdivision Regulations, Chapter 156, for additional requirements concerning sidewalks for subdivisions. Where there is conflict, the more stringent code requirement shall take precedence.~~

~~(4) In order to avoid installing a sidewalk that will lead nowhere nor have a functional purpose, where developed properties located along both sides of the subject property do not have sidewalks and it is unlikely that in the near future that sidewalks will be installed, the installation of a sidewalk shall not be required.~~

~~(W) **Building Area Increase.** When the building area on a developed site is increased by more than 500 square feet, the landscaping on the site shall conform to current code as much as reasonably possible.~~

~~§ 153.05 MORE STRINGENT REQUIREMENTS MAY BE REQUIRED~~

~~This subchapter shall be a minimum standard and shall apply to all areas of the city. The Site Plan Review Committee, Planning & Zoning Board, and/or the City Council may from time to time require, as a part of site plan approval, more stringent requirements on landscaping for a particular site plan.~~

~~§ 153.06 SUBMISSION OF LANDSCAPING PLAN; APPROVAL PRIOR TO ENACTMENT~~

~~(A) A landscaping plan prepared, signed and sealed by a Florida registered Landscape Architect shall be submitted as part of the site plan submission required by Chapter 158 (Zoning Code) and shall be enforced under this subchapter.~~

EXHIBIT A

~~(B) Such plan shall be approved by the Site Plan Review Committee prior to the issuance of a building or paving permit and shall contain the following:~~

~~(1) Name, address, and phone number of the owner, landscape firm, and designer.~~

~~(2) North arrow, scale, and date (minimum scale one inch: = 50 feet).~~

~~(3) Property lines, easements, and rights-of-way.~~

~~(4) Location of all existing and proposed electrical, mechanical, and utility equipment and location of all utility services (electrical power lines, cable lines, water lines, sewer lines, and the like).~~

~~(5) Location of any existing or proposed structure.~~

~~(6) Location of proposed site features such as earthen mounds, walls, fences, and water areas.~~

~~(7) Location of any existing or proposed vehicular use areas.~~

~~(8) Location of any existing or proposed sidewalks, curbs, and wheel stops.~~

~~(9) Location of required landscape strips and landscape buffer strips.~~

~~(10) Location, caliper, height, description of all landscape material including name, quantity, spacing, and installation.~~

~~(11) Location and area of landscaping for freestanding signs.~~

~~(12) Location of stormwater retention/detention ponds, swales, underground pipes, and other related features.~~

~~(13) If a landscape buffer wall is required, provide a note on the Site Plan and Landscape Plan that states that the height of the wall shall be at least 6 feet above the finished floor height, not to exceed 8 feet, unless otherwise required for an industrial use.~~

~~(14) All landscape plans must demonstrate compliance with the requirements of Chapter 153, City of Port St. Lucie Landscape Code. In tabular format, provide the following information:~~

~~(a) Number of shrubs and trees provided and the number of shrubs and trees required for all area landscaping requirements.~~

~~(b) Identify the fifty (50) percent drought tolerant plant material by showing the quantity, percentage, species, and soil moisture range for drought tolerant plant materials.~~

~~(c) Verify that fifty (50) percent of all required trees are native species.~~

~~(d) Verify that twenty-five (25) percent of all required shrubs are native species.~~

~~(e) Verify that twenty (20) percent of the required trees are flowering trees.~~

~~(f) Verify that seventy-five (75) percent of the required trees located within landscape islands are evergreen trees.~~

~~(g) Verify that the use of sod is limited to less than fifty (50) percent of the site.~~

~~(h) Verify that no more than twenty-five (25) percent of the required trees are palm trees.~~

~~(i) Identify proposed irrigation zones by low or high water use.~~

~~(j) If applicable, verify the mix of tree species under §153.04(D)(7)(h).~~

~~(k) If applicable, identify non-potable water source.~~

~~(15) An Irrigation plan showing head layout, mainline routing, mainline sleeving, point of connection specifications and details, installation details, project specifications, project notes, and an equipment legend shall be submitted with the required landscape plan.~~

~~(16) As deemed necessary, City staff may request that dimensions be shown.~~

~~(C) Landscaping approved prior to the adoption date of this subchapter. Landscape plans approved prior to the adoption date of this subchapter, as part of the site plan review process, shall be enforced under the procedure contained in this section.~~

~~(1) When an off-street parking or loading lot existed as of the effective date of this subchapter and such off-street parking lot is enlarged in area or capacity, landscaping for the entire parking lot, both old and new, shall comply with this subchapter.~~

~~(2) When an off-street parking or loading lot existed as of the effective date of this subchapter and the building that the parking or loading lot services is reconstructed or remodeled in excess of 50% of its value, landscaping shall be provided as set forth in this subchapter.~~

EXHIBIT A

~~§ 153.07 CITY PLANNING; ENFORCEMENT~~

~~The Zoning Administrator or a designated representative is hereby authorized to enforce this subchapter. This subchapter shall be deemed a part of Chapter 158 (Zoning Code) and violations shall be enforced in the same manner as are similar Zoning Code violations. The Planning and Zoning Department shall provide initial notice of violations based on complaints received. Additional corrective action will be forwarded to the Code Enforcement Division or as needed for further enforcement.~~

~~§ 153.08 CONTRACTING WITH OUTSIDE AGENCIES~~

~~The City may contract with any qualified outside agency to review landscape plans, and to inspect landscaping plans according to the requirements of this subchapter.~~

~~§ 153.09 VARIANCES AND ADMINISTRATIVE VARIANCES~~

~~Variances shall be processed in accordance with §158.295 through §158.302. The applicant shall submit an application, pay the associated review fee, and submit a landscape plan to apply for a variance.~~

~~(A) The Planning and Zoning Administrator shall have the authority to hear and decide requests for the following administrative variances.~~

~~(1) **Height**. Variances of 10% or less to the required height of a wall, fence, tree, or shrub.~~

~~(2) **Amount.** Variances of 10% or less to the required number of trees, shrubs, or ground cover.~~

~~(B) Substituting landscaping for a required architectural wall. See Section §153.12.~~

~~§ 153.10 EXCEPTION TO LANDSCAPING REQUIREMENTS~~

~~When developed properties are affected by a right-of-way acquisition program of the City, County, or State, the requirements of §153.04(D) shall be waived by the amount of property required for acquisition, subject to the approval of the Site Plan Review Committee.~~

~~§ 153.11 ADMINISTRATIVE REVIEWS OF A LANDSCAPE PLAN~~

~~(A) Minor revisions to a Landscape Plan or Subdivision Landscape and Street Tree Planting Plan may be reviewed and considered for approval by the Zoning Administrator. The Zoning Administrator may refer the request to the Site Plan Review Committee for a recommendation. Minor revisions to a Landscape Plan include the following:~~

~~(1) **Relocation**. The relocation of 20% or fewer of the required number of trees, shrubs, or groundcover, provided that the landscaping to be relocated is not located within a drainage or utility easement or right-of-way.~~

~~(2) **Substitution**. The substitution of 20% or less of a species for another species, provided that the proposed species is listed on the "Approved Tree List" (Appendix C) or in the "Waterwise South Florida Landscapes" plant guide, published by the South Florida Water Management District, and that the landscaping proposed to be substituted is not located within a drainage or utility easement or right-of-way. Substitutions must be in conformance with the requirements of this chapter.~~

~~(B) Major revisions to a Landscape Plan or Subdivision Landscape and Street Tree Planting Plan shall be approved by the Site Plan Review Committee and shall follow the procedures set forth in §153.06.~~

~~§ 153.12 EXEMPTION OR MODIFICATION TO LANDSCAPE BUFFER WALL REQUIREMENT~~

~~(A) Requests to substitute landscaping for an architectural wall that is a required feature of a landscape buffer strip or requests to be exempt from installing the landscape buffer strip requirement shall be reviewed by the City Council; or~~

~~(B) Requests to substitute landscaping for an architectural wall that is a required feature of a landscape buffer strip where commercial, industrial, institutional, office or public facility uses abut property to the side or rear which is designated with an open space land use, but used for drainage or stormwater retention, shall be subject to approval of the Site Plan Review Committee.~~

~~TREE PROTECTION AND PRESERVATION~~

~~§ 153.13 LEGISLATIVE INTENT~~

~~In recognizing that trees provide a meaningful contribution to a healthy, beautiful, and safer community attributable to their carbon dioxide absorption, oxygen production, dust filtration, wind and noise reduction, soil erosion prevention, wildlife habitat, surface drainage improvement, beautification and aesthetic enhancement of improved and vacant lands, and recognizing that most species of trees require at least two decades of growth to begin to exhibit such beneficial qualities, it is the intent of this article to establish policies, regulations, and standards necessary to ensure that the city, which has been declared a "Tree City USA" community and is a signatory to the U.S. Conference of Mayors Climate Protection Agreement, will continue to realize the benefits provided by its urban forest.~~

~~(A) To achieve the objectives listed above, the city deems it necessary to provide for the protection and preservation of trees, to prevent the reduction of the existing tree canopy, and to prevent the unnecessary removal of trees and other native vegetation. The provisions of this subchapter are enacted to:~~

~~(1) Provide standards for the protection of trees as part of the land development process;~~

~~(2) Prevent large-scale land clearing without provision for the preservation of protected trees;~~

~~(3) Provide for the replacement of tree canopy removed as a result of the construction process; and~~

~~(4) Preserve the community's character and quality of life well into the future.~~

~~(B) Purpose. It is the objective of this article to safeguard the public health, safety, and welfare through Tree Protection and to promote the findings of this article by following the guidelines contained herein.~~

~~(C) Applicability. This article applies to protected trees on public and private property.~~

~~§ 153.14 PERMIT REQUIRED FOR TREE REMOVAL~~

~~(A) Except as provided for in the article, no person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage, or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit. Exceptions are as follows:~~

~~(1) Platted single-family lots are exempt from the preservation requirements of this article as long as the minimum landscaping requirements, as may be required by this chapter, are met and maintained. Preserved trees may be substituted for tree planting required by the landscaping section of this Code.~~

~~(2) Any tree located in botanical gardens or in state-approved or government nurseries and groves which are grown for sale or public purpose.~~

~~(3) Non-native fruit trees cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to: mangos, avocados or species of citrus.~~

~~(4) No permit shall be required to remove non-native invasive or undesirable species listed under Section 153.04(D)(7)(c).~~

~~(5) Any property subject to the requirements of §157.39 of the Natural Resources Code that is providing on site or off site upland habitat preservation and/or mitigation.~~

~~(6) Preserve and Parks Management Activities. No permit shall be required for tree removal associated with an adopted management plan for government maintained or privately maintained parks, recreation areas, wildlife management areas, conservation areas, and preserves. The purpose of the tree removal activity shall be to protect and preserve the natural values and functions of the ecological communities present, such as, clearing for firebreaks, conducting prescribed burns, or construction of fences. The Zoning Administrator shall be notified in advance of any clearing of native vegetation on a site.~~

~~(7) Utility companies authorized to provide utility service may remove Protected Tree(s) that endanger public safety and welfare by interfering with utility service in an existing utility easement or public right-of-way, provided work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement.~~

~~(8) Any activity conducted by a lawfully operating and bona fide commercial nursery or agricultural operation, when the activity occurs on property owned or lawfully occupied by the person conducting such activity.~~

~~(9) Pruning and trimming of trees or other vegetation when necessary to conduct a survey or site examination for the preparation of subdivision plats, site plans, or tree surveys, providing that such pruning and trimming is conducted under the direction of a Florida registered surveyor or engineer.~~

~~(10) Routine landscape maintenance such as limited trimming or pruning of vegetation that is not intended to result in the eventual death of the plant, or any other landscaping activity which is commonly recognized as routine maintenance.~~

~~(B) During the period of an emergency such as a hurricane, flood, or any other natural disaster, the requirements of this chapter may be temporarily waived by the City Manager, so that private or public work to restore order in the city will in no way be hampered.~~

~~§ 153.15 PERMIT PROCEDURE AND CRITERIA FOR ISSUING PERMITS~~

~~(A) Permits for the removal or relocation of a protected tree shall be obtained by filing an application with the Planning and Zoning Department. Approval of the application and issuance of a tree removal permit shall be required prior to any land clearing or grubbing, prior to any disturbance of the root system or site development, or prior to the occurrence of any changes to an existing developed site. When a development order is issued for a site plan, subdivision application, or a landscape modification application, a separate tree removal permit shall not be required if the trees to be removed are identified and mitigated on the approved landscape plan.~~

~~(B) No tree removal permit shall be issued unless the Zoning Administrator finds that at least one of the following criteria is satisfied with respect to each protected tree designated for removal:~~

~~(1) The tree is located within the net buildable area of a given site as identified on the tree survey and site plan by the applicant;~~

~~(2) The tree is located within an existing or proposed right-of-way;~~

~~(3) The tree is located within an existing or proposed easement, stormwater management tract or facility, provided that only the minimum area reasonably necessary for the service or use shall be considered for purposes of determining whether there is necessity for tree removal;~~

~~(4) The tree is located where it creates or will create a safety or health hazard or a nuisance with respect to existing or proposed structures or vehicles or pedestrian routes and there is no reasonable alternative to relocate or reconfigure the improvements. The Zoning Administrator or City Arborist may require verification of claim(s) be provided by a statement from a certified engineer or certified arborist in the State of Florida. When a protected tree is causing visible structural damage to a building or structure and no feasible alternative other than removal of such tree exists, the Zoning Administrator may allow the tree to be replaced with one tree meeting the minimum requirements of the City Code. Trees shall be selected from Appendix C: City of Port St. Lucie Approved Tree List.~~

~~(5) The tree is located where it interferes with the installation, delivery, or maintenance of proposed or existing utility services to the site;~~

~~(6) The tree is confirmed by the Zoning Administrator, City Arborist, or by a certified arborist to be diseased, severely injured, or in danger of falling; or~~

~~(7) The tree unreasonably prevents development of a lot or parcel of the physical use thereof. However, a tree removal permit shall not be granted where the applicant has failed to design and locate the proposed improvements so as to minimize the removal of trees consistent with the permitted use of the lot or parcel under the zoning ordinance as amended.~~

~~(C) In lieu of submitting a tree removal permit application, an applicant may submit a no tree verification statement stating that no trees protected by this article exist on site. If such statement is verified by the Zoning Administrator (or Zoning Administrator designee), no permit will be required.~~

~~(D) Tree removal applications for trees located on 'common' property must be accompanied by a letter from the Board of Directors of the Homeowner's Association indicating it was the consensus of the Board that the tree be removed.~~

~~(E) Inspections. An application for a tree removal permit constitutes consent by the property owner and/or applicant for the City to conduct site inspections on the subject property, pursuant to permit requirements.~~

~~**§ 153.16 TREE PROTECTION AND MITIGATION**~~

~~(A)~~

~~(1) Any tree removal permit shall require a mitigation plan. Any replacement trees that are the subject of such mitigation shall be planted, relocated, or preserved before issuance of a certificate of occupancy or similar authorization. Replacement trees shall be chosen from Appendix C: City of Port St. Lucie Approved Tree List and shall meet the minimum requirements of the City Code. Mitigation shall be as follows:~~

~~(2) Replacement trees shall be in addition to the minimum landscape requirements set out in this article.~~

~~(3) Any tree which is the subject of a mitigation plan shall be replaced at a ratio of one inch D.B.H. for each inch of D.B.H. removed, except that each palm tree which is preserved through on-site protection or relocation will count towards any required palm tree mitigation requirement at a rate of one palm tree preserved/relocated equal to one palm tree removed. The following mitigation credit shall apply:~~

~~(a) Trees preserved or relocated on-site, which exceed the minimum landscape requirements of this article shall count as equivalent replacement D.B.H.~~

~~(b) Trees planted on-site which exceed the minimum landscape code shall count as one-half (1/2) credit towards the mitigation requirements.~~

~~(B) A tree location survey, prepared by a registered land surveyor, professional engineer, registered forester, certified arborist, or landscape architect, identifying all existing trees with a D.B.H. of 12 inches or greater is required for all development applications and shall be included with any site plan, subdivision, application, clearing plan, or similar authorization. A tree survey may be required as part of an application for PUD zoning at the discretion of the Zoning Administrator. This tree location survey drawing shall be overlaid directly upon the site plan or subdivision application sufficiently to provide the accurate location of all existing trees which are proposed to be destroyed, relocated, or preserved, the botanical name, and common name of each tree, and the diameter (to the nearest half inch at 4.5 feet above ground), height and canopy spread of each tree. If existing trees are to be transplanted, the proposed relocation for such trees shall be shown on the drawing, together with a statement as to how such trees are to be protected during land clearing and construction and maintained after construction shall be included. The survey shall also include a statement indicating how trees not proposed for removal or relocation are to be protected during land clearing and construction, if applicable. The number of trees to be retained, relocated, removed, and the new trees to be replanted by diameter to the nearest half inch shall be shown in tabular form.~~

~~(C) The replanting design shall provide adequate space for root and crown development.~~

~~(D) The property owner shall be responsible for maintenance of the mitigation trees, such responsibility to include replacement of unhealthy and dead trees. The property owner shall submit to an on-site inspection of the planted/preserved vegetation twelve (12) months after the issuance of the final development order or permit approval. If it is determined that the planted vegetation is dead, diseased, or otherwise not in compliance with provisions of this Code and the original approved mitigation plan, the property owner shall be provided notice and directed to correct any such deficiencies and replace all non-compliant materials within sixty (60) days.~~

~~(E) Tree Preservation Fund. If it is demonstrated to the satisfaction of the Zoning Administrator, or the Zoning Administrator's designee, that the site is not suitable for on-site mitigation or does not have the capacity to hold all of the required mitigation, then the applicant may contribute a fee established by the City Council by resolution per inch D.B.H. required for mitigation, to be used by the city for the acquisition, maintenance and/or planting of native trees on publicly owned lands, or for the funding of the City's Keep Port St. Lucie Beautiful tree give away program. Any such monies contributed in satisfaction of the applicant's mitigation requirement shall be placed in a specially designated fund titled "The City of Port St. Lucie Tree Preservation Fund", the use of which must be consistent with this article.~~

~~(F) Parking Space Reduction to Protect Existing Trees. A 10% reduction in the number of required parking spaces on the site shall be allowed to the extent that the reduction in the amount of required pavement will preserve existing healthy trees in an undisturbed, natural condition. The amount of reduction can be determined only after taking into consideration any unique site conditions and the impact of the reduction on parking needs for the use. This reduction is discretionary and subject to the approval of the Zoning Administrator.~~

~~(G) Building Setback Reduction to Protect Existing Trees. Upon the request of the applicant, the Zoning Administrator may permit the applicant to obtain up to a ten (10) foot reduction in front or rear setback requirements when this would be sufficient to protect an existing tree as determined by a certified arborist or landscape architect. To qualify for this exception, the tree(s) shall be at least twelve (12) inches in diameter, measured four and one-half (4.5) feet above the ground. The tree must also be in a condition and location such that it will not present a hazard to life or property following site development, and can be expected to remain healthy for at least twenty years as determined by a certified arborist or landscape architect. A reduction in the setback requirement shall be authorized only when all the following facts and conditions are found to exist:~~

> ~~(1) The applicable yard setback requirements would make it impossible to protect existing tree(s) without causing undue hardship; and~~
>
> ~~(2) The requested yard reduction does not go beyond the minimum necessary to protect the tree(s) as determined by a certified arborist or other tree professional; and~~
>
> ~~(3) The yard reduction will not result in a development that is materially detrimental to the character and design of the surrounding area.~~

~~§153.17 APPEAL AND PENALTIES~~

~~(A) Appeals. Any person adversely affected by the decision of the Zoning Administrator, Site Plan Review Committee, or Planning and Zoning Board in the enforcement or interpretation of this article may appeal such decision to the Zoning Board of Appeals in accordance with §158.302.~~

~~(B) Penalties. If protected trees are removed without a permit or otherwise in violation of this chapter, the number of replacement trees shall be up to three times the amount for every offense and the applicant shall be charged twice the normal application fee for tree removal. Each tree removed in violation of this article or any permit issued pursuant to this article shall constitute a separate violation. Remedial action shall be taken to restore the property consistent with a restoration plan approved by the Zoning Administrator or payment into the city tree fund in an amount equal to the cost of the three (3) to one (1) ratio. No certificate of occupancy or similar authorization shall be issued for any development until all applicable permits or restoration plan conditions have been accomplished.~~

~~§153.18 ALTERNATIVE COMPLIANCE~~

~~An applicant may submit a landscape plan which varies from the strict application of the requirements of this chapter in order to accommodate unique site features or utilize innovative design. An alternative compliance landscape plan shall be approved only upon a finding that it fulfills the purpose and intent of this article as well as or more effectively than would adherence to the strict requirements of this chapter.~~

EXHIBIT A

~~(A) Evaluation. In evaluating proposed alternative compliance landscape plans, consideration shall be given to proposals which preserve native vegetation and use drought-tolerant plantings and other low water use landscape design principles and where the design may accomplish one or more of the following:~~

~~(1) Ensures preservation of the maximum predevelopment vegetation on the site; and~~

~~(2) Is designed to assure that the overall appearance and function of the proposed project is compatible with other properties in the immediate area; is demonstrably responsive to the environmental attributes of soil, slope, hydrology, and vegetative communities unique to the site; is consistent with sound planning and site design principles, and contingent upon:~~

~~a. Structures and other improvements are designed as to utilize existing site characteristics of topography, existing vegetative communities, and any unique environmental feature;~~

~~b. Conflicts between vehicular and pedestrian circulation are avoided;~~

~~c. Planting plans indicate a diversity of plant species in the categories of ground covers, shrubs, and trees;~~

~~d. Integration of proposed and existing vegetation is demonstrated in the plans with an emphasis on maintaining native community buffers and corridors, preserving or restoring forest community types, and providing for the natural ecological function of each type by using such techniques as preserving a diversity of upper story, mid-story, and understory;~~

~~e. Plant schedules contain botanical and common names, sizes of materials by dimension and container size, location by dimension, and notation describing species diversity;~~

~~f. Planting specifications and species selected for the site are suitable for individual site environmental characteristics of soil slope, aspect, wetness and microclimate; and~~

~~g. Plans indicate compatibility with adjacent site environmental features.~~

~~§153.19 Reserved~~

EXHIBIT A

~~LAND CLEARING~~

~~§ 153.20 LEGISLATIVE INTENT~~

~~(A) It is the intent of this subchapter to provide for and encourage the preservation of existing tree canopy and other vegetation, wherever practicable, during any land clearing or development within the city. In retaining existing tree canopy and other vegetation, aesthetics are improved, soil erosion is reduced, groundwater is increased, air is purified and air temperature is modified, thus contributing to the public health and general welfare of the community. In areas where preservation is considered unfeasible, planting or seeding by artificial means will aid in the above-mentioned advantages for the public good.~~
~~(1978 Code, §15-50) (Ord. 82-32, passed 9-28-82)~~

~~(B) Additionally, this subchapter provides for the regulation of stormwater discharges from cleared areas and/or construction sites through the implementation of the NPDES program. Stormwater discharge regulation will contribute to the public health and general welfare of the community and environment by minimizing the likelihood of harmful pollutants from washing into local surface waters.~~

~~§ 153.21 DEFINITIONS~~

~~***BMPs.*** Best Management Practices for the control and containment of stormwater.~~

~~***CLEAR.*** Removal or destruction of any vegetation protected by the provision of this subchapter.~~

~~***DRI.*** Development of Regional Impact.~~

~~***DBH.*** Diameter breast height. The diameter of the tree at breast height, usually 4-1/2 feet from the base of the tree.~~

~~***FDEP.*** Florida Department of Environmental Protection.~~

~~***GROSS ACREAGE.*** Total land area of a parcel including streets, roads, drainage, undevelopable areas, and water bodies.~~

~~***LAND CLEARING PLAN.*** A graphic diagram or aerial showing the areas of land disturbance, areas to be cleared and sediment and erosion control measures.~~

~~***MASS GRADING PLAN.*** A plan showing the areas to be cleared, stockpile areas, locations of lakes, locations of roads, and anticipated haul routes. These plans are associated with clearing land, road grading, and excavation of lakes within approved DRIs or PUDs prior to~~

EXHIBIT A

~~***NOI.*** Notice of Intent. Form sent by contractor to FDEP notifying FDEP that clearing or construction activities will occur on the project. The NOI is an application to work under the Generic Permit for Stormwater Discharge from Large and Small Construction Activity.~~

~~***NPDES.*** National Pollutant Discharge Elimination System. This is a federal permitting program to regulate stormwater discharges.~~

~~***PARCEL.*** Any contiguous real property consisting of one or more lots or tracts under unified ownership or control and having a gross acreage of one acre or more, unless noted otherwise.~~

~~***PUD.*** Planned Unit Development.~~

~~***SFWMD.*** South Florida Water Management District.~~

~~***SWPPP.*** Stormwater Pollution Prevention Plan. Plan showing the BMPs to reduce stormwater runoff from cleared areas or construction sites.~~

~~***USACE.*** United States Army Corps of Engineers.~~

~~§ 153.22 GENERAL REQUIREMENTS~~

~~(A) The provisions of this subchapter shall be held to be minimum requirements, adopted for the protection and promotion of the public health, safety, or general welfare. Whenever the requirements of this subchapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions, or covenants, the most restrictive or that imposing the higher standards shall govern.~~
~~('78 Code, §15-57) (Ord. 81-48, passed 9-24-81).~~

~~(B) Any development that is one acre or more in size is required to have an approved land clearing plan and clearing permit prior to clearing or developing the land.~~

~~(C) Any operation that disturbs one acre or more will be required to make an application for a NPDES *Generic Permit for Stormwater Discharge from Large and Small Construction Activity* by completing an NOI and submitting to FDEP.~~

~~(D) While a site is being cleared and/or developed, the topsoil shall be stabilized to prevent soil erosion as required by NPDES and other regulations.~~

~~(E) Upland preservation requirements shall not be applicable to any lot or parcel under two acres in size. Also, refer to the Natural Resource Code, Chapter 157. This exemption does not apply to the tree preservation requirements of this Chapter. See §153.13 through §153.18 for tree preservation requirements.~~

~~(F) All development with native upland vegetation shall meet the requirements of Chapter 157, The Natural Resource Protection Code and §153.28 for gopher tortoise surveys.~~

~~(G) The clearing of platted single-family parcels bordering on waterways of the North Fork of the St. Lucie River shall require a plot plan and clearing permit as stipulated in Ordinance 81-17. A 15-foot native vegetation buffer shall be preserved or provided along the mean high water line as a means to deter shoreline erosion. For these parcels, the residential plot plan survey shall also show the 15-foot buffer in addition to the requirements outlined in §150.404. The residential plot plans shall be submitted to the Engineering Department for review.~~

~~(H) **Approved DRI or PUD.** Grading and excavation of roads, stormwater lakes, and drainage canals/ditches that are identified on an approved DRI or PUD master plan shall be permitted provided the applicant has obtained appropriate SFWMD and USACE permits and acknowledges that such activities shall be at his own risk prior to final development plan approval.~~

~~(I) **Exceptions.** It shall be unlawful to clear any parcel located within the city limits without first having obtained a valid building permit, a land clearing permit, or similar authorization except for the following activities:~~

> ~~(1) Construction and maintenance of roads, drainage ditches, and swales located in platted or dedicated public or private rights-of-way, and utility or drainage easements.~~
>
> ~~(2) Minimal clearing of lines less than 10 feet wide for surveying purposes, to install sediment and erosion control measures.~~
>
> ~~(3) Minimal clearing for the maintenance of property access and for minor recreational pursuits such as fishing, nature trails, boardwalks, and wildlife observation: 5-feet maximum trail width.~~
>
> ~~(4) All plant or tree nurseries and commercial timber operations shall be exempt from the terms and provisions of this subchapter in relation to those trees planted or growing on their premises which are so planted or growing for the sale or intended sale to the general public or in the ordinary course of the grower's commercial business.~~
>
> ~~(5) Platted single-family parcels that have a Certificate of Occupancy, unless indicated otherwise. See §153.22(G).~~

~~(J) Unless exempted under §153.22 (I), all land clearing activities shall be associated with an active development order such as an approved site plan, subdivision plat, or building permit and shall occur in conjunction with the construction phase of the project.~~

~~(K) A land clearing permit does not authorize the damage, removal, relocation, or destruction of protected trees. Land clearing permits shall only be issued after all landscape/tree protection and drainage requirements have been addressed.~~

~~§ 153.23 LAND CLEARING PLAN AND PERMIT~~

~~(A) Any project that is one acre or more is required to have a land clearing plan prior to clearing or development of the property. The process for submittal and review of the clearing plan shall be in accordance with the site plan review requirements set forth in §158.235 through §158.254.~~

EXHIBIT A

~~(B) **Format and information.**~~

~~1. The clearing plan shall clearly show:~~

~~(a) Either a graphic drawing or an aerial of the site with a scale similar to the site plan.~~

~~(b) A legal description, north arrow, scale.~~

~~(c) The name, address, phone number, and fax number of the owner, developer, and engineering firm, landscape firm, or environmental consultant submitting the land clearing plan.~~

~~(d) The site area, cleared area, area to be retained, and area to be preserved.~~

~~(e) A tree survey, if applicable, showing all protected trees (their location, and identified by common and botanical name, height, and D.B.H. See §153.16(B)).~~

~~(f) The area to be preserved or mitigated in accordance with upland habitat preservation requirements, if applicable, in acres and square feet.~~

~~(g) An explanation of how trees and/or preserve areas are to be protected during site clearing activities in accordance with the requirements of this chapter and/or the Natural Resources Code.~~

~~(h) The location of all wetlands, if applicable, and details of how they are to be protected, i.e., silt screens or other approved techniques, during site clearing activities.~~

~~(i) Ground elevation and proposed fill elevation, where applicable.~~

~~(j) The location of silt barriers or other stormwater protection or soil stabilization features.~~

~~(k) The location of areas designated for equipment storage construction staging, and equipment access.~~

~~(2) Mass grading plans for DRIs or PUDs require the following items in addition to those listed above:~~

~~(a) Topographic survey~~

~~(b) Aerial photograph of the site showing existing and proposed spot elevations~~

~~(c) Locations of stockpiles~~

~~(d) Locations of lake areas~~

~~(e) Haul routes~~

~~(3) A SWPPP shall be provided for all clearing plans. The SWPPP shall be formatted per the FDEP Generic Plan Template.~~

~~(C) **Standards for Review**. In review of the Land Clearing Plans, the Site Plan Review Committee should consider the following:~~

~~(1) The preservation of existing tree canopy, upland habitat, wetland communities, and other vegetation (excluding exotic species) to the maximum extent possible.~~

~~(2) The applicant's method for protecting vegetation to be retained or preserved during and after the land clearing process.~~

~~(3) The Federal, State, and local permit and ordinance requirements to change existing ground elevations.~~

~~(4) Stabilization of disturbed soils to prevent erosion.~~

~~(5) Compliance of the SWPPP with the requirements of FDEP.~~

~~§ 153.24 LAND CLEARING PERMIT~~

~~(A) Any project that is one acre or more is required to have a land clearing permit prior to clearing or development of the property.~~

~~(B) Application for a land clearing permit is made by submitting the following information to the Planning and Zoning Department:~~

~~(1) A cover letter explaining the request.~~

~~(2) A completed compliance form for the clearing permit.~~

~~(3) One copy of the signed and sealed approved land clearing or mass grading plan.~~

~~(4) One copy of the signed and sealed approved SWPPP.~~

~~(5) One electronic copy (PDF format) of the signed and sealed approved land clearing or mass grading plan.~~

~~(6) One electronic copy of the signed and sealed approved SWPPP.~~

~~(7) One copy of the NOI submitted to FDEP.~~

~~(8) Upland mitigation fee, if required – for fee amount, refer to the Planning and Zoning Department's latest fee schedule and §157.39.~~

~~(9) Tree removal permit, if required, and mitigation fee, if required.~~

~~(C) The Planning and Zoning Department will review the items listed in §153.24(B)(2), (3), (8) and (9) for sufficiency and compliance with the plans approved by the Site Plan Review Committee and conduct a site visit to ensure that the trees or other vegetation to be preserved are protected in accordance with the approved management plan and/or tree preservation plan. Once the information is found to be sufficient and in compliance with the plans approved by the Site Plan Review Committee, the Planning and Zoning Department will approve the submittal and forward the information to the Engineering Department.~~

~~(D) The Engineering Department will review the items listed in §153.24(B)(3), (4) and (7) for sufficiency and compliance with the plans approved by the Site Plan Review Committee; review the SWPPP for compliance with NPDES guidelines; and conduct a site visit to ensure that the perimeter sediment and erosion controls have been installed and are installed properly. Upon finding the submittal to be sufficient and in compliance with applicable regulations, that the site has constructed appropriate BMPs for the management of stormwater, and that the appropriate NPDES fees have been paid, the Engineering Department will issue the clearing permit.~~

~~(E) After all documentation is obtained and is in compliance, a clearing permit will be issued within ten working days.~~

~~§ 153.25 RIGHT OF SITE PLAN REVIEW COMMITTEE TO IMPOSE PERMIT CONDITIONS~~

~~The Site Plan Review Committee may impose upon any land clearing permit any conditions as are necessary to accomplish the standards as set forth in this subchapter.~~
~~('78 Code, §15-54) (Ord. 81-48, passed 9-24-81)~~

~~§ 153.26 APPEAL OF DECISIONS OF COMMITTEE~~

~~If the Land Clearing Permit is denied, the property owner may appeal to the City Council. These appeals shall be initiated by filing with the City Clerk a Notice of Appeal within 30 days of the denial. The City Council shall, within thirty (30) days of receiving such Notice of Appeal, schedule a hearing on the same and, after hearing, may deny, approve, or modify the clearing plan by majority vote. ('78 Code, §15-54) (Ord. 81-48, passed 9-24-81)~~

~~§ 153.27 ENVIRONMENTAL ASSESSMENT~~

~~All development shall meet the requirements of Chapter 157, The Natural Resource Protection Code. A site survey for gopher tortoises shall be conducted on all properties having native upland vegetation. If gopher tortoises are identified on the property, then the property must also be surveyed for listed species associated with gopher tortoise burrows. A general survey for listed plant species may also be required depending on the characteristics of the site. See Natural Resource Code, §157.24 for further detail.~~

EXHIBIT A

~~**§ 153.28 PENALTY**~~

~~Whomever violates Chapter 153, Article III Land Clearing by clearing land for which a land clearing permit is required without having first obtained that permit, or violates any conditions of an applicable permit shall be required to mitigate for the cleared area by paying a fee that will be deposited into the conservation trust for upland preserve, if applicable, or the tree preservation fund, if applicable, and/or may be required to reforest the property where deemed necessary. The following provisions shall apply:~~

~~(A) If protected trees are removed from the site, each tree shall constitute a separate violation.~~

~~(B) When land has been cleared in violation of applicable upland preservation requirements, mitigation, in the form of restoration, set aside of substitute native habitat, and/or payment of a fee into the Conservation Trust Fund, shall be required. Mitigation shall be based on a 4:1 ratio: four acres shall be mitigated for every one acre cleared. In lieu of paying a mitigation fee, the Planning and Zoning Department may require that illegally removed vegetation be replanted where having a vegetation buffer is vital to the public interest or the environment. The following provisions shall apply to the reforestation of cleared areas:~~

~~(1) Vegetation.~~

~~(a) Trees. For every one acre of land, forty canopy trees that are the same or similar to the native upland tree species found in the near vicinity shall be provided. Two palm trees or understory trees may be substituted for one canopy tree. Palm trees may be substituted for twenty percent or fewer of the canopy trees and understory trees may be substituted for an additional 20 percent or fewer of the canopy trees. One-third of the trees shall be at least 8, 12, and 14 feet in height respectively at the time of planting. All palms shall be at least 8 feet in clear trunk height.~~

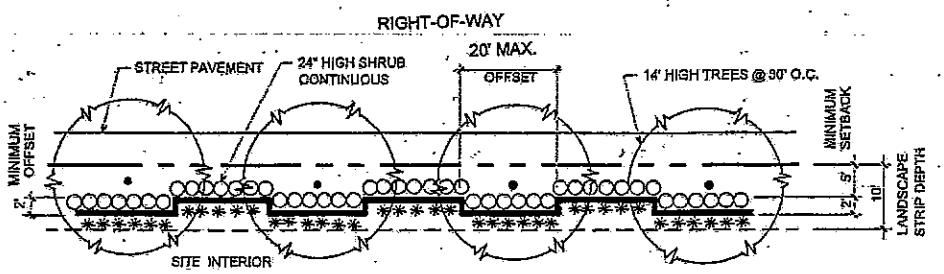
~~(b) Shrubs. For every one acre of land, 200 shrubs that are the same or similar to the native upland shrub species found in the near vicinity shall be provided. Shrubs shall be at least two feet in height at the time of planting.~~

~~Revised 11/11/2015 6:08 PM~~

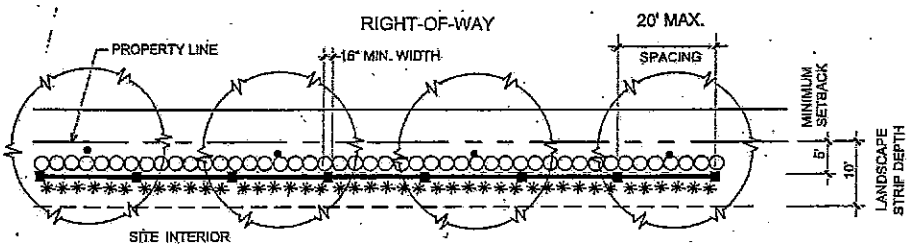
EXHIBIT A

Exhibit A

IF THE ADJACENT LOT IS ZONED AS SINGLE FAMILY RESIDENTIAL AND IT IS LOCATED WITHIN A CONVERSION AREA, AN OPAQUE FENCE THAT IS AT LEAST 6' FOOT IN HEIGHT IS REQUIRED, UNLESS REQUIRED OTHERWISE FOR INDUSTRIAL USES.

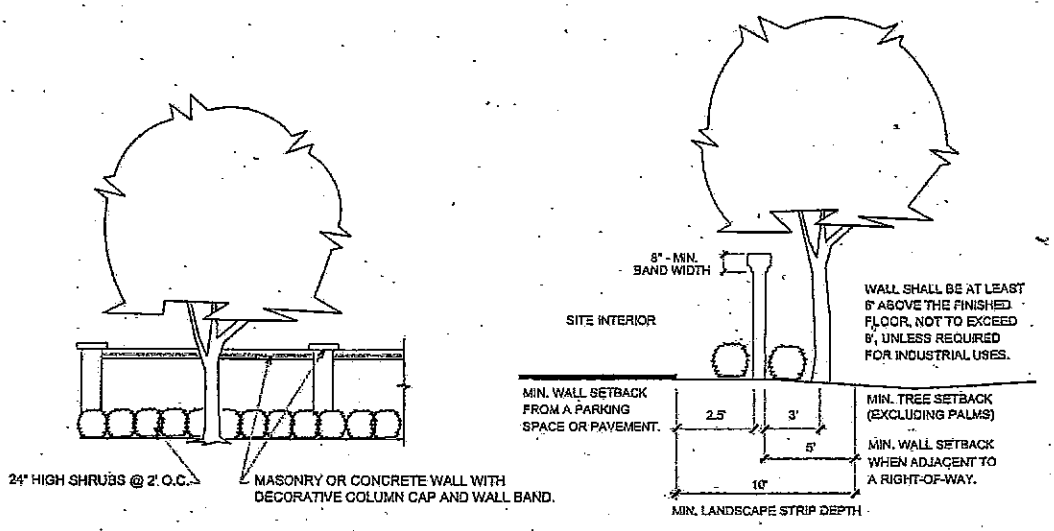


ALTERNATIVE 1. WALL WITH OFFSETS



ALTERNATIVE 2. WALL WITH EMBEDDED COLUMNS

APPENDIX A. REQUIRED WALL PLAN - ADJACENT TO A RIGHT-OF-WAY



APPENDIX B. REQUIRED WALL ELEVATION DETAIL - ADJACENT TO A RIGHT-OF-WAY

EXHIBIT A

APPENDIX C: CITY OF PORT ST. LUCIE APPROVED TREE LIST

APPROVED TREES – TYPE A

Common Name (*Species Name*)	Native	Drought Tolerance	Frost Tolerance	Mature Size (Ft.) H X W	Growth	Plant Type	Description
Bald Cypress *Taxodium distichum*	Yes	XX	H	80'X25'	M	D	Long lived tree.
Golden Rain Tree *Koelreuteria elegans*	No	X	H	30'X20'	M	D	Yellow fall flowers, followed by attractive orange seed pods.
Gumbo Limbo *Bursera simaruba*	Yes	XX*	T	40'X35'	F	D	Use closer to coast, smooth reddish bark.
Holly, East Palatka *Ilex attenuata*	Yes	X	H	30'X15'	S	E	Requires acid soil.
Jacaranda *Jacaranda acutifolia*	No	XX*	T	40'X50'	M	D	Extensive roots, flowers in spring and summer.
Magnolia, Southern *Magnolia grandiflora*	Yes	XX*	H	80'X40'	M	E	Flowering shade tree, requires acid soil.
Mango** *Mangifera indica*	No	X	T(25-30)	115'X33'	F	E	Large edible fruit.
Maple, Red *Acer rubrum*	Yes	/	H	50'X30'	F	D	Prefers wet soils.
Oak, Laurel *Quercus laurifolia*	Yes	XX*	H	80'X45'	F	E	Wildlife value, short lived tree.
Oak, Live *Quercus virginiana*	Yes	XX*	H	60'X40'	M	E	Long lived tree.
Palm, Bismark *Bismarckia nobilis*	No	XX*	H	30' to 60'	S	P	Massive fan palm
Palm, Canary Island Date *Phoenix canariensis*	No	XX*	H	40'	S	P	Nutrient deficiencies, needs extra magnesium.
Palm, Edible date *Phoenix dactylifera*	No	XX*	H	70'	S	P	
Palm, Florida Royal	Yes	XX*	H	80'	M	P	Prefer rich, moist soils

EXHIBIT A

~~*Roystonea regia = R. elata*~~							
~~APPENDIX C: CITY OF PORT ST. LUCIE APPROVED TREE LIST~~							
~~Pine, Slash~~	~~Yes~~	~~XX*~~	~~H~~	~~100'X30'~~	~~F~~	~~E~~	~~Very sensitive to soil grade changes~~
~~*Pinus elliotii var. densa*~~							~~or compaction.~~
~~Red Cedar~~	~~Yes~~	~~XX*~~	~~H~~	~~35'X25'~~	~~F~~	~~E~~	~~Wildlife value.~~
~~*Juniperus silicicola*~~							
~~Royal Poinciana~~	~~No~~	~~XX*~~	~~T(28)~~	~~40'X40'~~	~~M~~	~~D~~	~~Red orange flowers in summer~~
~~*Delonix regia*~~							
~~Sweetgum~~	~~Yes~~	~~XX*~~	~~H~~	~~70'X40'~~	~~F~~	~~D~~	~~Glossy star-shaped leaves, prickly~~
~~*Liquidambar styraciflua*~~							~~fruit balls in fall.~~
~~Sycamore (Buttonwood)~~	~~Yes~~	~~XX*~~	~~H~~	~~90'X60'~~	~~F~~	~~D~~	~~Large leaves, long-lived.~~
~~*Plantinus occidentalis*~~							
APPROVED TREES - TYPE B **The following may be planted in clumps of two (2) and counted as one (1) tree. The requirement may be reduced to one (1) tree when there is only space for a five foot landscape strip around a building façade. Type B trees will count as one tree for single family and townhouse lots.**							
~~**Common Name**~~ ~~*(Species Name)*~~	~~**Native**~~	~~**Drought Tolerance**~~	~~**Frost Tolerance**~~	~~**Mature Size (Ft.) H X W**~~	~~**Growth**~~	~~**Plant Type**~~	~~**Description**~~
~~Avocado**~~	~~No~~	~~X~~	~~T(28)~~	~~30'X25'~~	~~S~~	~~E~~	~~Large edible fruit.~~
~~*Persea amereicana*~~							
~~Buttonwood~~	~~Yes~~	~~XX*~~	~~T(28)~~	~~35'X25'~~	~~M~~	~~E~~	~~Variety 'sericea' -~~
~~*Conocarpus erectus*~~							~~Silver Buttonwood - 25'X20'~~
~~Cherry Laurel~~	~~Yes~~	~~X~~	~~H~~	~~25'X15'~~	~~M~~	~~E~~	~~Poisonous to humans.~~
~~*Prunus caroliniana*~~							
~~Crape Myrtle~~	~~No~~	~~XX*~~	~~H~~	~~25'X15'~~	~~M~~	~~D~~	~~Flowering Tree May to June.~~
~~*Lagerstroemia indica*~~							
~~Elm, Chinese (Drake)~~	~~No~~	~~XX*~~	~~H~~	~~20'X20'~~	~~M~~	~~E~~	~~Weeping form.~~
~~*Ulmus parvifolia*~~							
~~Golden Shower~~	~~No~~	~~X~~	~~T~~	~~40'X35'~~	~~M~~	~~D~~	~~Yellow flowers in summer.~~
~~*Cassia fistula*~~							
~~Holly, Dahoon~~	~~Yes~~	~~XX*~~	~~H~~	~~25'X15'~~	~~M~~	~~E~~	~~Requires acid soil.~~
~~*Ilex cassine*~~							
~~Hong Kong Orchid Tree~~	~~No~~	~~XX*~~	~~H~~	~~30'X25'~~	~~S~~	~~E~~	~~Pink-purple flowers all year.~~

EXHIBIT A

~~*Bauhina x blakeana*~~							
~~APPENDIX C: CITY OF PORT ST. LUCIE APPROVED TREE LIST~~							
~~Japanese Privet~~	~~N~~	~~XX*~~	~~H~~	~~15'X20'~~	~~M~~	~~E~~	
~~*Ligustrum japonicum*~~							
~~Jerusalem Thorn~~	~~No~~	~~XX*~~	~~H~~	~~20'X25'~~	~~F~~	~~D~~	~~Yellow flowering tree March to~~
~~*Parkinsonia aculeata*~~							~~May, thorns.~~
~~Loquat~~	~~No~~	~~XX*~~	~~H~~	~~20'X15'~~	~~F~~	~~E~~	~~Edible fruit.~~
~~*Eriobotrya japonica*~~							
~~Palm, Cabbage~~	~~Yes~~	~~XX*~~	~~H~~	~~40'~~	~~S~~	~~P~~	~~Long-lived tree. Florida state~~
~~*Sabal palmetto*~~							~~tree.~~
~~Palm, Chinese Fan~~	~~No~~	~~X~~	~~H~~	~~25'~~	~~S~~	~~P~~	
~~*Livistona chenensis*~~							
~~Palm, Cliff Date~~	~~No~~	~~XX*~~	~~H~~	~~25'~~	~~S~~	~~P~~	
~~*Phoenix rupicola*~~							
~~Palm, Foxtail~~	~~No~~	~~XX*~~	~~T(27)~~	~~30'~~	~~F~~	~~P~~	~~Tolerate a variety of well-~~
~~*Wodyetia bifurcata*~~							~~drained~~
							~~soils~~
~~Palm, Pindo~~	~~No~~	~~XX*~~	~~H~~	~~15'~~	~~S~~	~~P~~	~~Wildlife value.~~
~~*utia capitata*~~							
~~Palm, Washingtonia~~	~~No~~	~~XX*~~	~~H~~	~~80'~~	~~F~~	~~P~~	~~Becomes very tall.~~
~~*Washingtonia robusta*~~							
~~Palm, Windmill (Chusan)~~	~~No~~	~~XX*~~	~~H~~	~~25'~~	~~S~~	~~P~~	
~~*Trachycarpus fortunei*~~							
~~Silver Trumpet Tree~~	~~No~~	~~XX*~~	~~T(28)~~	~~25'X15'~~	~~M~~	~~D~~	~~Yellow flowers in Spring.~~
~~*Tabebuia aurea = T. caraiba*~~							
~~Wax Myrtle (Bayberry)~~	~~Yes~~	~~XX*~~	~~H~~	~~20'~~	~~M~~	~~E~~	~~Multiple trunks.~~
~~*Myrica cerifera*~~							
~~Required shrubs and ground cover shall be selected from the "Waterwise South Florida Landscapes" plant guide,~~							
~~published by the South Florida Water Management District, as amended. The plant material must be~~							
~~appropriate for the USDA plant hardiness zone.~~							
~~**LEGEND**~~							
~~Drought Tolerance~~	~~High - (XX), Moderate - (X), None - (/), Approved for Xeriscaping - (XX*)~~						
~~Growth~~	~~Slow (S), Moderate (M), Fast (F)~~						
~~Type~~	~~Evergreen (E), Deciduous (D), Palm (P)~~						

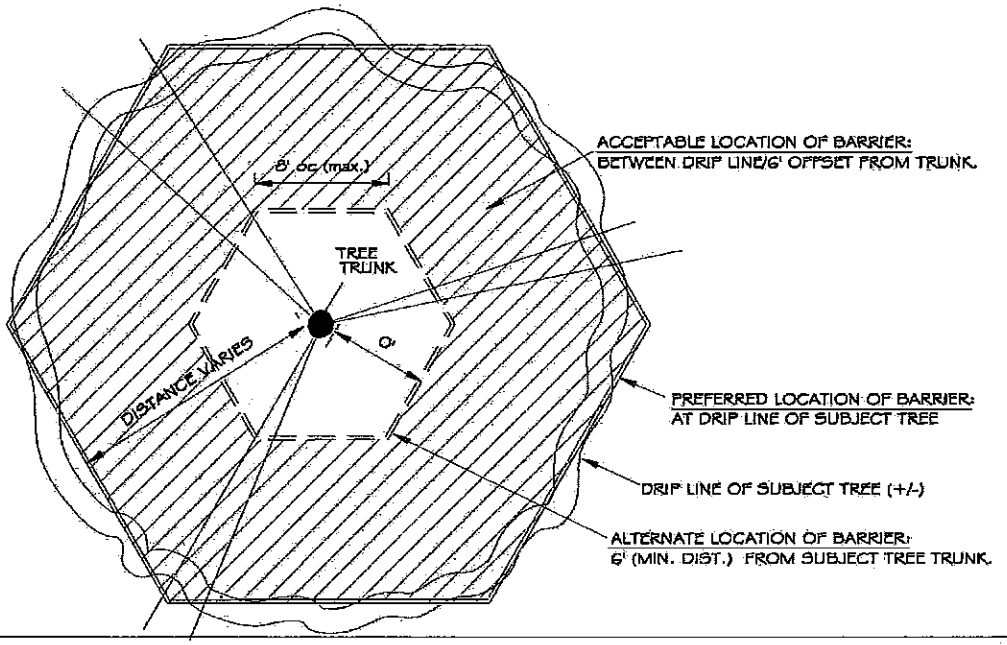
EXHIBIT A

~~Frost Tolerance~~	~~Hardy (H), Tender (T)~~		
~~* Drought tolerance will vary depending on soil conditions and other environmental factors.~~			
~~** This tree is only eligible to meet the requirements for single family houses.~~			

EXHIBIT A

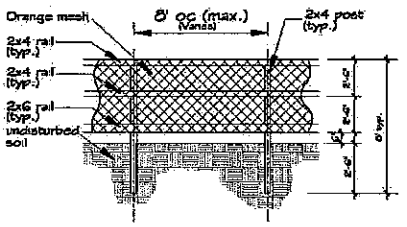
APPENDIX D

TREE PROTECTION DETAIL



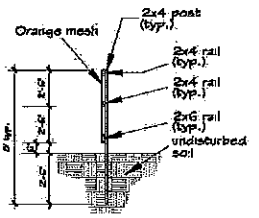
BARRICADE PLAN

N.T.S.



BARRICADE ELEVATION

N.T.S.



BARRICADE SECTION

N.T.S.

BARRICADE NOTES:

1. TREE PROTECTION BARRICADE TO BE ERECTED PRIOR TO COMMENCEMENT OF ANY WORK.
2. NO CONSTRUCTION WITHIN BARRICADE WITHOUT OWNER APPROVAL
3. EXCAVATION (IF APPROVED BY OWNER) WITHIN TREE PROTECTION AREAS IS LIMITED TO HAND TOOLS (NO MACHINERY)

CHAPTER 153: DEFINITIONS

(A) For the purpose of the land development regulations, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly indicates or requires a different meaning. Supplemental terms and definitions are defined in specific chapters.

(B) Construction of Words and Phrases.

1. Terms not defined in this Chapter shall be construed in accordance their customary usage and meaning.

2. The following general rules of construction shall govern the interpretation of words and phrases.

   a. The words "shall" or "will" are mandatory.

   b. The word "may" is permissive.

   c. The word "includes" shall not limit a term to the specific examples, but is intended to extend its meaning to all other instances or circumstances of like kind or character.

   d. The words "used" and "occupied" include the words "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," and "intended to be used or occupied."

   e. The words "lot" includes "plot," "parcel" and "tract."

   f. The word "structure" includes the word "building" as well as other things or facilities constructed or erected on the ground, underground or requiring construction or erection on the ground or underground.

   g. The word "land" includes "water surface" and "land under water."

(C) Defined terms:

ABANDONED SIGN. A sign is abandoned if a business advertised on that sign is no longer licensed, or is no longer doing business at that location.

ABUT/ADJACENT. Properties which are either contiguous or separated by a road or drainage right-of-way.

ABUTTING PROPERTY. Any property that is immediately adjacent to or contiguous with property that may be subject to any hearing required to be held under these regulations or that is located immediately across any road or public right-of-way from the property subject to any hearing under these regulations.

ACCESS. The means of ingress and egress to a lot from a dedicated public or private street right-of-way.

ACCESSORY USE OR STRUCTURE. A use or structure of a nature customarily incidental and subordinate to the principal use or structure and, unless otherwise provided, on the same lot. On the same lot with respect to accessory uses and structures shall be construed as meaning on the same lot or on a contiguous lot in the same ownership.

ADD-ON SIGN. Any additional sign area added to a previously permitted and/or conforming sign.

ADOPTED LEVEL OF SERVICE. The Level of Service (LOS) adopted in the Comprehensive Plan as referenced in the Capital Improvements Element. The adopted Levels of Service are the regulatory standards to be used in evaluating development order requests for the purposes set forth in this Concurrency Management System.

ADVERTISING. Any form of printed message intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, activity, or entertainment.

A-FRAME SIGN. A moveable sign not secured or attached to the ground. A sign constructed in such a manner as to form an "A" or tent-like shape, hinged or not hinged at the top; each angular face held at an appropriate distance by a supporting member.

AISLE. The traveled way by which cars enter and depart parking spaces.

ALLEY. A public or approved private way which affords only a secondary means of access to abutting properties and which is not intended for general traffic circulation.

ALTER OR ALTERATION OF VEGETATION. To cut, remove, defoliate, or otherwise destroy leaves, limbs, stems, roots, or other plant parts, dead or alive.

ALTER OR ALTERATION OF STORMWATER SYSTEMS. Work done on a stormwater management system other than that necessary to maintain the system's original design and function.

ALTERATION. Any change in size, shape, location, occupancy, character, or use of a building or structure.

AMATEUR RADIO SERVICE. A federally licensed radio communication service for the purpose of self-training, intercommunication and technical investigations, carried out by amateurs that are duly authorized persons interested in radio technique solely with a personal aim, and without pecuniary interest particularly with respect to providing emergency communications. (As per Code of Federal Regulations, Title 47, Part 97).

AMATEUR RADIO ANTENNA. A conductive material, typically aluminum or copper, designed and formed in specific configurations, to send and receive electromagnetic waves by a station licensed to operate in the amateur radio services.

AMATEUR RADIO ANTENNA SUPPORT STRUCTURE. Any permanent structure, such as a mast or tower or any combination thereof, whether ground or roof mounted, freestanding or guyed, used exclusively for supporting an amateur radio antenna.

AMATEUR RADIO ANTENNA AND SUPPORT STRUCTURE OVERALL HEIGHT. The total height of the amateur radio antenna support structure and antenna shall be measured from the mean grade to the highest point of the antenna support structure and antenna. A roof-mounted antenna support structure shall be measured from the established grade adjoining the exterior walls of the structure upon which the antenna or support structure is affixed. A ground-mounted amateur radio antenna support structure shall be measured from the established grade adjoining such antenna or support structure.

ANIMATED SIGN. A sign with action or motion using electrical energy, electronic or manufactured sources of supply, or wind actuated elements, including rotating, revolving, or flashing sign against which it is placed, excluding the necessary supports or uprights on which such sign is placed.

ANNUAL RESIDUAL CAPACITY TRIPS. Within a designated "Critical Area of Concurrency (CAOC)" up to 100% of the remaining capacity of the potentially deficient road segment's remaining capacity.

ANNUAL INVENTORY REPORT AND DATA BASE. (See "YEARLY INFORMATION REPORT (YIR) and DATA BASE.")

APPLICANT. Any person or his duly authorized representative who submits plans through any city agency, department or division for the purpose of obtaining approval thereof.

APPLICATION FOR DEVELOPMENT APPROVAL. The application form and all accompanying documents submitted to the city requesting the approval of a Development Order.

AQUATIC AREA. Aquatic areas include tidal water and wetlands and nontidal sloughs, streams, lakes, and wetlands. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.

AQUATIC PRESERVE. An exceptional area of submerged lands and its associated waters set aside for being maintained essentially in its natural or existing conditions.

ARCHAEOLOGICAL SITE. A property or location which has yielded or may yield information on the city's history or prehistory. Archaeological sites are evidenced by the presence of artifacts and features below the ground surface indicating the past use of a location by people.

ARCHITECTURAL WALL. A wall designed to complement adjacent development consisting of masonry block with stucco, fluted block, a finished

designer block, poured concrete, or pre-cast concrete with a treatment on top such as a cornice, tile band, or similar accent. A pre-cast concrete wall shall be comparable in visual quality to a block wall.

ARTERIAL ROAD. A roadway providing service which is identified as an arterial, major or minor, in the city's Comprehensive Plan.

ASSISTED LIVING FACILITY (ALF). Assisted living facility is defined as specified in Chapter 429, Part I, F.S., as may be amended from time to time, and means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator. An ALF may include one or more of the following facility types: independent living, assisted living, and skilled nursing care. An ALF providing one or more of such services may also be known as a continuing care facility.

AUCTION SIGNS. Auction signs announce an upcoming auction event. They are temporary in nature and require a special event permit.

AUTOMATED TELLER MACHINE (ATM) (stand alone) shall mean an automated device that performs banking or financial functions including at remote locations from the controlling financial institution.

AUTOMATED TELLER MACHINE SIGNS. Automated teller machine (ATM) signs are all signs located on or architecturally associated with the exterior face of the machine and/or covering.

AWNINGS. Any fixed or moveable roof-like structure, cantilevered, or otherwise entirely supported from a building.

BACKLOGGED ROADWAY FACILITIES. Those roadways operating below the adopted level of service standard which do not have prohibitive financial or environmental constraints, but are not scheduled for major capacity improvement in the Florida Department of Transportation's Five-Year Work Program, St. Lucie County's Five-Year Schedule of Capital Improvements, or the City of Port St. Lucie's Seven-Year Schedule of Capital Improvements.

BANNER. Any sign having the characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind with only such material for foundation.

BARBER OR BEAUTY SHOP. An establishment primarily engaged in cutting, trimming, tinting and styling hair.

BARS, LOUNGES, AND NIGHT CLUBS. An area primarily devoted to the serving of alcoholic beverages and in which the service of food and/or entertainment is only incidental to the consumption of such beverages.

BENCH SIGN. A sign located on any part of the surface of a bench or seat.

BILLBOARD. Any off-premises sign or framework thereof installed as authorized by the provisions of Section 155.08.

BINGO HALL. An establishment primarily for the conduct of bingo games pursuant to Chapter 849.0931, F.S. The conduct of bingo games as an accessory or ancillary use to a church or other house of worship, civic, cultural, club or lodge facility shall not be considered a bingo hall provided said games are limited thereat to two days per week.

BLOCK. A group of lots existing within well-defined and fixed boundaries, usually being an area surrounded by street or other physical barriers and having an assigned number, letter or other name through which it may be identified.

BMPs. Best management practices.

BREWPUB. A limited-production brewery establishment that produces and serves no more than 10,000 gallons of beer per year on the premises and may include a taproom for sale of beer for on premises consumption or in sealed containers for later consumption off the premises, and may include a restaurant. A brewpub may also, in conjunction with the sale of beer for consumption on the premises, sell wine for consumption on the premises.

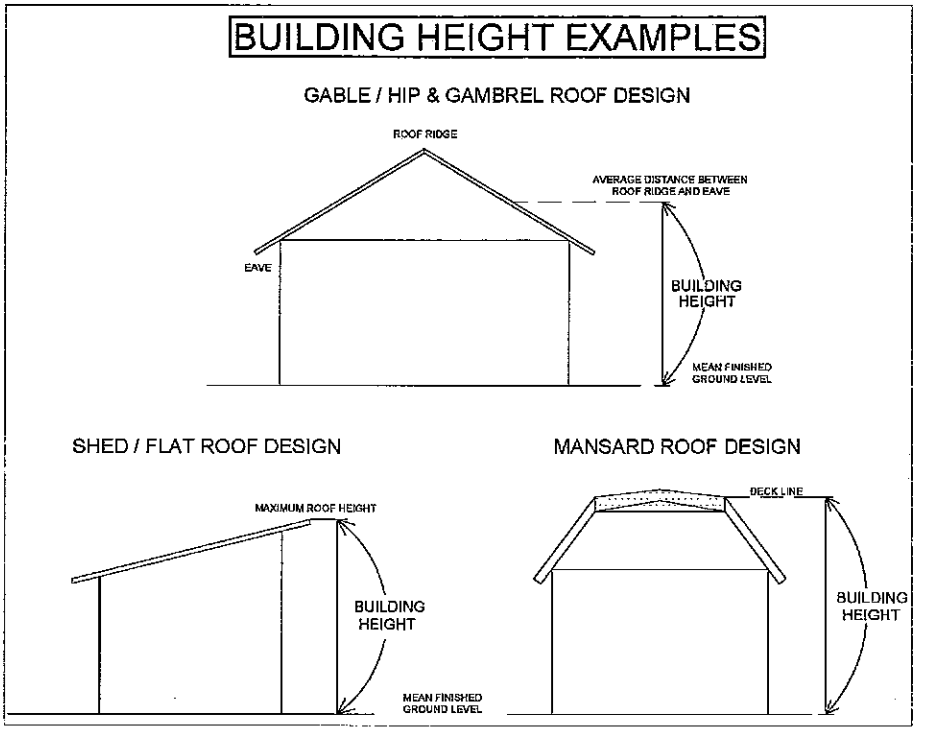
BUFFER. An area which is established in order to protect or insulate one land use from another.

BUILDING. Any structure, temporary or permanent, which has a roof impervious to weather, a fixed base on a fixed connection to the ground and is used or built for the shelter or enclosure of persons, animals or property.

BUILDING COVERAGE. The combined and total percentage of area of a lot covered or occupied by buildings or roof portions of structures.

BUILDING FACADE. That portion of any exterior elevation of a building extending from grade to the top of the parapet wall or eaves and the entire width of the building elevation, including window area.

BUILDING HEIGHT. The vertical distance measured from the mean finished ground level adjoining the front of a building to the level of the highest point of the roof or top surface on a flat or shed roof, the deck level on a mansard roof, and the average distance between the eaves and the ridge level for gable, hip, and gambrel roofs. The average slope shall be greater than or equal to one (1) foot of vertical rise for every three (3) feet of horizontal run.



BUILDING IDENTIFICATION SIGN. A sign located on a building with a main entry that depicts only the name of the building.

BUILDING LINE. The rear or inner edge of any required front, side or rear yard or the rear or inner edge of any required setback line. Except as specifically provided by this ordinance, no building or structure may be extended to occupy any portion of a lot streetward from the building line.

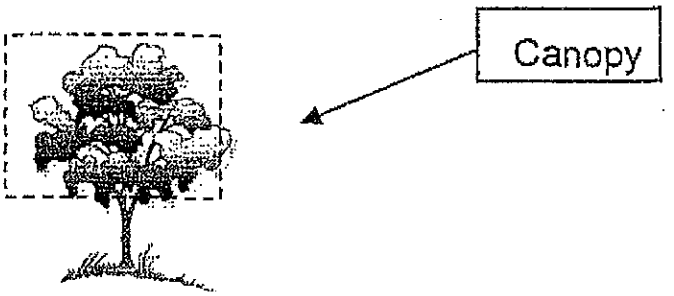
BUILDING LINE, ACTUAL. A line parallel to the street rights of way formed by the face of the building.

BUSINESS FRONTAGE. The lineal distance of the building space occupied by the particular business measured on a straight line parallel to the street. In the event that a building fronts on two (2) or more streets, the property owner shall be given the option of selecting one (1) street frontage for the purpose of computing allowable sign area. Where a business does not parallel a street, the front foot shall be measured along the exterior of the building space occupied by the particular business.

CALIPER. A nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four inches shall be measured six inches above the soil line. Trees greater than four inches in caliper shall be measured 12 inches above the soil line. Caliper measurements shall be used when measuring nursery trees.

CANOPY, BUILDING. A roof like cover, including an awning, that projects from the wall of a building over a door, entrance, or window; or a free-standing or projecting over above an outdoor service area, such as at a gasoline station or ATM kiosk, serving the purpose of protecting pedestrians from rain and sun, covered with fabric, metal or other material.

CANOPY, TREE. The area consisting of a tree's branches in all directions from its trunk, the outer edge of which is the dripline.



CANOPY SIGN. A wall sign that is located on the roof, fascia, soffit, or ceiling of a building canopy, and that is otherwise permitted by ordinances.

CAPACITY. Maximum and quantifiable ability for a public facility to provide service to its users. The quantity is calculated relative to a Level of Service (LOS) infrastructure standard compared to the measurable use of the public facility.

CAPACITY. ANNUAL RESIDUAL. (See "ANNUAL RESIDUAL CAPACITY")

CAPITAL FACILITIES. The planning of, engineering for, acquisition of land for, or the construction of drainage and water management facilities, recreation buildings and park equipment, potable water facilities, sanitary sewer facilities, solid waste facilities, and any project eligible for inclusion as a transportation facility, or facilities, of the Capital Improvement Element (CIE) or Transportation Element of the Port St. Lucie Comprehensive Plan, the CIE of St. Lucie County, or the Five-Year Florida Department of Transportation Plan.

CAPITAL IMPROVEMENT. Physical assets constructed or purchased to provide, improve, or replace a public facility, and which are large scale and high in cost. The cost of the capital improvement is generally nonrecurring and may require multi-year financing. For the purposes of the Concurrency Management System, physical assets which have been identified as existing or projected needs in the Comprehensive Plan shall be considered capital improvements.

CARPORT. A roof-like structure open on multiple sides whose purpose is to provide shelter for one or more motor vehicles.

CAR WASH, FULL SERVICE. A structure containing facilities for washing vehicles using a chain conveyor or other method of moving cars along, and automatic application of cleaner, brushes, rinse water, heat for drying, and wax.

CAR WASH, SELF SERVICE. A structure containing facilities for washing vehicles using a semi-automatic application of cleaner, rinse water, and wax.

CERTIFICATE OF OCCUPANCY (CO). The official certification that a premises conforms to the provisions of this Code and may be used or occupied.

CERTIFICATE OF CONCURRENCY (COC). The official certification that adequate public facilities are or will be available concurrent with the impact of the proposed development on each public facility (i.e., traffic circulation, parks and recreation, sanitary sewer, potable water, solid waste, and stormwater management facilities and services). Issuance of a final local development order, either final residential subdivision plat approval, or final site plan approval shall be considered a certificate of concurrency.

CHANGE OF OCCUPANCY. The discontinuance of an existing use and the substitution therefore of a use of a different kind or class; not including a change of tenants or proprietors unless accompanied by a change in the type of use.

CHANGEABLE COPY SIGN. A sign which has message characters that are not permanently attached to the sign, but which are attached to permit numerous changes of the message.

CHANNEL LETTERS. A sign comprising of individual letters that are independently mounted to a wall or other surface and may be internally illuminated with a cover face. The air space between the letters is not part of the sign structure but rather of the building façade. A logo may also be considered a channel letter provided it is clearly distinguishable from other sign elements.

CHURCH OR OTHER PLACE OF WORSHIP. A building or group of buildings devoted to the holding of religious services and related religious instruction.

CITY BUILDING OFFICIAL. Means the Port St. Lucie Building Official or duly authorized representative (See also "delegation of authority").

CITY ENGINEER. Means the Port St. Lucie City Engineer or duly authorized representative (See also "delegation of authority").

CIVIC OR CULTURAL FACILITY. A facility operated entirely on a public or nonprofit basis for the purpose of providing education, information, training, and/or entertainment of a civic or cultural nature.

CLEAR. Removal or destruction of any vegetation protected by the provisions of the Land Development Regulations.

CLEAR TRUNK HEIGHT (CT). The height of a tree measured from the ground to the bottom of the canopy.

CLUB OR LODGE (PRIVATE). A noncommercial and nonprofit establishment restricted to and providing service activities to an organization or group of individuals maintaining membership therein and collectively contributing to the maintenance and upkeep of that establishment through membership fees and periodic dues.

COASTAL HIGH HAZARD AREA. The area subject to, but not limited to, Category I hurricane evacuation.

CODE COMPLIANCE DIVISION. The city agency duly authorized to enforce the laws and ordinances of the city.

COLLECTOR ROAD. A roadway providing service which is identified as a collector, major or minor, in the city's Comprehensive Plan.

COMMERCIAL AREA. Any area zoned commercial or office, including commercial or office areas designated in an approved PUD development plan.

COMMON AREA AND FACILITIES. A parcel of land, together with improvements thereon, the use, enjoyment and maintenance thereof are shared by the owners of a development.

COMMERCIAL/INDUSTRIAL/RESIDENTIAL COMPLEX. A land area under unity of title which is designed to accommodate:

1. An office park;
2. A retail shopping center;
3. An industrial center; or,
4. A multiple family residential project of greater than ten units.

COMMERCIAL LAUNDRY FACILITY AND LINEN SUPPLY. A facility primarily engaged in laundering of items, including uniforms, gowns, and coats of the type used by doctors, nurses, barbers, beauticians, and waitresses; and table linens, bed linens, towels and toweling, and similar items for commercial establishments.

COMPREHENSIVE PLAN. The Future Land Use Plan and elements thereof as adopted by the City of Port St. Lucie in accordance with the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act.

COMMUNITY RESIDENTIAL HOME. Is defined as specified in Section 419.001, F.S., as may be amended from time to time. (See Section 158.224, Zoning Code).

CONCEPT PLAN. A preliminary presentation and attendant documentation of a proposed development of sufficient accuracy to be used for the purpose of discussion and classification. It describes the basic parameters of a major development proposal, rather than giving full engineering details.

CONGESTION MANAGEMENT SYSTEM STRATEGIES. Alternative strategies to alleviate congestion and enhance mobility as related to criteria for adequate public facilities.

CONGREGATE LIVING FACILITY. A facility providing housing and services for the elderly licensed by the State of Florida which may include meals, housekeeping and personal care assistance. A residential environment is maintained for the elderly who may be functionally impaired or socially isolated, but are otherwise in good health. The residents can maintain a semi-independent lifestyle and do not require more intensive care as provided in a nursing or convalescent home.

CONSTRAINED ROADWAY FACILITIES. Those roadways that exhibit a level of service lower than the adopted level of service standard which are not able to attain the adopted standard because prohibitive costs and physical or environmental limitations prevent the construction of at least two additional through lanes.

CONSTRUCTION. Construction includes the placing of construction materials in a permanent position and fastened in a permanent manner; except that where demolition, excavation, or removal of an existing structure has been substantially begun preparatory for new construction, such excavation, demolition, or removal shall be deemed to be actual construction. Fill and the installation of drainage facilities shall be considered a part of construction.

CONSTRUCTION AND DEMOLITION DEBRIS. This debris is "clean debris" which is virtually inert, not water soluble, not a pollution threat and not hazardous in nature and includes steel, glass, brick, concrete, roofing material, pipe, wall board, lumber, clearing debris and other such materials as defined and pursuant to a permit issued by the Florida Department of Environmental Protection.

CONSTRUCTION PLANS/DETAIL PLANS. Those detailed engineered drawings, specifications and calculations prepared in accordance with city and other applicable regulations, codes and standards, submitted for approval of a site and/or development plan or preliminary plat or final subdivision plat, which set forth the specific improvements to be made in conjunction with development as they affect the existing site, its boundary conditions, topography, drainage, access, and associated road and other right-of-way and easements.

CONSTRUCTION SIGN. A temporary sign erected on the premises on which construction is taking place, during the period of such construction, identifying those engaged in construction on any building site. This includes the builder, contractor, developer, architect, engineer, financing entity, or other persons or artisans involved in said construction.

CONVENIENCE GOODS. Foodstuffs, drugs, cosmetics, and incidental household and/or personal articles which are normally purchased and expended on a day-by-day or week-by-week basis.

CONVENIENCE STORE. An establishment limited to the sale of convenience goods.

CONVERSION AREA. Areas designated in the "City of Port St. Lucie Land Use Conversion Manual" which establishes land assembly requirements for the conversion of single-family residential lots.

COUNTRY CLUB. A club for social life and recreation for members and their personal guests.

CREDIT CARD SIGN. A sign signifying that goods or services may be purchased on credit by means of an established credit line (Visa, Master Card, American Express, etc.).

CRITICAL AREA OF CONCURRENCY (CAOC). Based upon accepted transportation planning practices, an area of influence or significant impact established around any deficient or potentially deficient road segment, where development may be expected to place an unreasonable number of new trips on the deficient or potentially deficient road segment.

CUL-DE-SAC. A street with only a single means of ingress and egress and having a turnaround loop at the end, or a "T" type turnaround area.

DAY CARE CENTER. An establishment where five or more persons, other than the members of the family occupying the premises, are cared for during daytime hours only, and expressly excluding overnight care. The term includes a day nursery, kindergarten, adult day care service, day care agency, nursery school, or play school.

DECK LINE. In case of a flat roof, the uppermost line of the roof of a building; in the case of a pitched roof, the lower edge of the eave; or in the case of an extended façade or parapet, the uppermost height of said façade or parapet.

DEDICATION. An act transferring ownership of property or interest thereto.

DEGRADED ESTUARINE BEACH. An estuarine beach is degraded when its natural flexible functions are inhibited by pestilent exotic species or shoreline hardening structures.

DEFICIENT ROAD SEGMENT. Any city, county or state road segment on the city's major road network system that is operating below the adopted level of service standard, or is located in a Critical Area of Concurrency (CAOC) and specifically allowed to operate at up to five percent above the service volumes listed in Table 1 or 5 for the adopted Level of Service (LOS), or situations where a proposed development's additional impact on such roads could exceed the facility's adopted Level of Service (LOS) standard.

DELEGATION OF AUTHORITY. Whenever a provision appears requiring the head of a department or some other city officer or employee to do some act or perform some duty, it is to be construed to authorize the head of the department or some other city officer or employee to designate, delegate and authorize

professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

DENSITY. The number of residential dwelling units permitted per gross acre of land as determined by the City of Port St. Lucie Comprehensive Plan and Code of Ordinances.

DESIGN REVIEW BOARD. An individual or group of individuals created by the overall project developer charged with the responsibility of implementing development and design criteria established by the overall project developer to promote unified design concepts.

DETENTION. The collection and storage of surface water for subsequent gradual discharge.

DETENTION AREA. An area designed to temporarily store and provide controlled release of stormwater runoff.

DEVELOPER. Any person including a governmental agency, undertaking any development.

DEVELOPMENT. The construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill or land disturbance; or the division of land into two or more parcels.

DEVELOPMENT AGREEMENT. (See "ENFORCEABLE DEVELOPMENT AGREEMENT")

DEVELOPMENT ORDER. Any action granting, denying, or granting with conditions, an application for a development approval or permit, including approval of preliminary or final site plan, preliminary or final subdivision plat, building permit, temporary use permit, temporary construction and development permit, sign permit, well permit, spot survey, electrical permit, plumbing permit, occupational license, boat dock permit, HVAC permit, septic tank permit, right-of-way permit, blasting permit, excavation permit, construction approval for infrastructure (including water, sewer, grading and paving), development of regional impact (DRI), zoning ordinance amendment, comprehensive plan amendment, flood variance, tree removal permits, rezoning, special exception, PUD amendment, certification, condition use, variance, or any other official action of Port St. Lucie having the effect of permitting development as defined in 380.04, F.S.

DEVELOPMENT PERMIT. Any building permit, zoning permit, preliminary subdivision plan, subdivision or other plat approval, site and development plan approval, rezoning, certification, special exception, variance, environmental permit or any other official action of the City of Port St. Lucie or any other state or local government commission, board, agency, department, division or official having the effect of permitting development of land located with the geographic area subject to the provisions of the Port St. Lucie Land Development Code. Development shall include all activities set forth in Section 380.04, F.S.

DEVELOPMENT SIGN. A temporary sign advertising the sale or rental of structures under construction upon land which is under development.

DIAMETER BREAST HEIGHT (DBH). The diameter of a tree trunk measured at 4.5 feet above grade. In the case of multi-stemmed trees, the DBH shall be measured at 4.5 feet above grade on each stem and added together to count as one tree.

DIPOLE ANTENNA. A wire antenna that is split at its center for connection to a feed line. Its length usually is equivalent to one-half of the wavelength of the frequency for which it has been designed. A typical height for this type of antenna is approximately 35 feet.

DIRECTIONAL SIGN. Any sign permanently or temporarily installed on public property by or with approval of the city or any authorized governmental agency. Such directional signs shall be designated to guide or direct vehicles and/or pedestrians to any public building or transportation facility.

DIRECTORY SIGN. A sign which lists only the names of individuals or businesses within a building, or contiguous buildings on one (1) premises

DOMESTIC ANIMAL. Dogs, cats, or other animals which are required to obtain a rabies vaccination and are kept primarily for pleasure rather than utility, and that primarily and customarily live within the confines of an owner's home as further defined in Section 92.01 and restricted in number per Section 158.229 Domestic Animal Restrictions.

DOUBLE-FACED SIGN. A sign with two faces which are parallel to each other, and back to back. A double-faced sign shall be considered one (1) sign.

DRAINAGE. The removal of surface water or groundwater from land by drains, grading or other means.

DRIPLINE. An imaginary vertical line extending from the outermost circumference of the branches of a tree to the ground.

DRI. Development of Regional Impact. Any development which, because of its character, magnitude, or location, would have a substantial effect upon the health, safety, or welfare of citizens of more than one county.

DRIVE-THROUGH SERVICE. A structure in which a customer is permitted or encouraged to, either by design or physical facilities or by service or packaging, to enter into the service area when seated in a motor vehicle.

DWELLING, SINGLE-FAMILY. A building containing only one dwelling unit and occupied or intended to be occupied exclusively by one family. The term shall include modular housing and residential design manufactured housing but shall not be construed as including a mobile home, travel trailer, housing mounted on a self-propelled or drawn vehicle, tent, or other form of temporary or portable housing.

DWELLING, SINGLE-FAMILY (ZERO LOT LINE OR CLUSTER). A single-family dwelling designed and located as part of an approved planned complex where all dwellings are placed at or near a lot line or are otherwise arranged in clustered groups so as to create compensating open space for the use and enjoyment of residents.

DWELLING, MULTIPLE-FAMILY. A building containing two or more dwelling units.

DWELLING, TOWNHOUSE. A narrow, single-family dwelling unit which normally occupies the entire width of its lot, having its open yard space to the front and rear, and which is attached on one or both sides to a similar unit or units, all of which are located on individually platted lots as part of a subdivided group development.

DWELLING UNIT. A room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing sleeping facilities and one kitchen.

EASEMENT. An interest in land owned by another person, consisting in the right to use or control the land, or an area above or below it, for a specific limited purpose.

ENCLOSED ASSEMBLY AREA. Any enclosed area, building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private clubs and fraternal lodges, assembly halls, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons. Day care centers will be considered an enclosed assembly area.

ENFORCEABLE DEVELOPMENT AGREEMENT. Any agreement entered into by a local government with any person having a legal or equitable interest in real property located within its jurisdiction as provided for by Sections 163.3220 - 163.3243, F.S.

ENVIRONMENTAL CONSTRAINTS. Features, natural resources or land characteristics that are sensitive to improvements and may require conservation measures or the application of creative development techniques to prevent degradation of the environment, or may require limited development, or in certain instances may preclude development.

EROSION. The detachment and movement of soil or rock fragments, or the weaving away of the land surface by water, wind, ice and gravity.

ESSENTIAL SERVICES. Public utility facilities either underground or overhead and related to the transmission or distribution systems of water, sanitary or storm sewerage (including treatment plants), telephone cable, gas, electricity, television cable, and public safety, including poles, wires, mains, hydrants, drains, sewer lift stations, pipes, conduits, police or fire call boxes, warning sirens, traffic signals, and other similar equipment necessary for the furnishing of adequate service.

ESTUARINE BEACH. The zone of unconsolidated material that extends landward from the mean low water line of an estuary to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Estuarine beaches are sometimes partially vegetated by native saltmarsh vegetation.

ESTUARY. A semi-enclosed, naturally existing coastal body of water in which saltwater is naturally diluted by freshwater and which has an open connection with oceanic waters. Estuaries include bays, embayments, lagoons, sounds, and tidal streams.

EVERGREEN. Non-deciduous foliage that remains green or living throughout the year.

FACADE SIGN. (See "WALL SIGN").

FACILITY-BASED DAY TREATMENT PROGRAM. A facility for youth who are placed on probation in a non-residential commitment program and youths participating in post commitment probation services consisting of group counseling, and academic programs.

FAMILY. One or more persons related by blood, adoption, or marriage or no more than two unrelated persons occupying the whole of a dwelling unit as a single housekeeping unit.

FAMILY DAY CARE HOME. An occupied residence in which child care is regularly provided for children from at least two unrelated families and which received a payment fee or grant for any of the children receiving care, whether or not operated for profit. Household children under 13 years of age, when on the premises of the family day care home or on a field trip with children enrolled in child care, shall be included in the overall capacity of the licensed home. A family day care home shall be licensed or registered as required by the State of Florida. A family day care home shall be allowed to provide care for one of the following groups of children which shall include household children under 13 years of age:

1. A maximum of four children from birth to 12 months of age.

2. A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children.

3. A maximum of six preschool children if all are older than 12 months of age.

4. A maximum of 10 children if no more than 5 are preschool age and, of those 5, no more than 2 are under 12 months of age.

FDEP. Florida Department of Environmental Protection.

FEATHER FLAG. A vertical flag affixed to a single pole.

FENCE. A freestanding structure, designed and intended to serve as a barrier or as a means of enclosing a structure, yard, or other area, or to serve as a boundary feature separating two or more properties.

FINAL APPROVAL. The official action of the City Council taken on a preliminary approved subdivision, after all conditions, engineering plans and other requirements have been completed or fulfilled and the required improvements have been installed or guarantees properly posted for their completion or approval conditioned upon the posting of such guarantee.

FINAL DEVELOPMENT ORDER. A "final local development order" or a "final Development of Regional Impact (DRI) development order."

FINAL DRI DEVELOPMENT ORDER. A development order, as amended from time to time, adopted by the City Council and approved by the State pursuant to Section 380.06, F.S., notice of which is recorded pursuant to Section 380.06(15)(f), F.S.

FINAL LOCAL DEVELOPMENT ORDER. Any valid, unexpired approval by the city of a final subdivision plan (including construction plans and plat), final site plan (including construction plans) or building permit.

FINAL PLAT. The final map of all or a portion of a subdivision which is presented for approval, showing all building lots, easements, rights-of-way and other information necessary for providing the detailed description of the subdivision of a parcel of land.

FINAL SITE PLAN. (See "PLAN, FINAL SITE").

FINAL SUBDIVISION PLAN. (See "PLAN, FINAL SUBDIVISION").

FINE ARTS STUDIO. A studio for teaching or displaying any form of fine arts or performing arts. Fine arts will include both visual and performing art forms, such as painting, sculpture, installation, dance, and theatre.

FLAG. A piece of fabric with a color or pattern that represents some country, state, county, city, party, organization, or business activity.

FLASHING SIGN. Any sign with a light or lights which flash, blink, operating on and off intermittently, change in intensity, or otherwise create the illusion of flashing or movement.

FLAT SIGN. (See "WALL SIGN").

FLORIDA-FRIENDLY LANDSCAPING OR XERISCAPE. A landscaping method that uses environmentally sustainable practices, maximizes the conservation of water, utilizes native and suitable non-native trees, shrubs and groundcovers that require minimal maintenance when planted and an efficient watering system.

FLUCCS. Florida Land Use, Cover, and Forms Classified system, published by the Florida Department of Transportation, as amended from time to time.

FOOD PROCESSING FACILITY. A commercial establishment in which food is processed or otherwise prepared for human consumption but not consumed or sold at retail on the premises.

FOSTER CARE HOME. A facility certified by the State of Florida, whether operated for profit or not, providing housing and collective care and sustenance for no more than five adults or children on a 24-hour basis who are unrelated by blood, adoption, or marriage.

FREESTANDING EMERGENCY DEPARTMENT. A freestanding emergency department (FSED) is a facility that receives individuals for emergency care and is structurally separate and distinct from a hospital. Physicians and other medical staff are primarily engaged in providing medical and emergency care services on an outpatient basis. These establishments accept patients by ambulance in the same manner as a hospital emergency room and, typically, have specialized facilities and specialized equipment including a heliport.

FREE STANDING SIGN. A sign, including ground signs, pole signs and monument signs, which is supported by one (1) or more columns, uprights or braces anchored into the ground independent of support from any building.

FRONTAGE, BUILDING. The face of a building most nearly parallel with the public right-of-way line.

FUEL PUMP VALANCE SIGN. Any permanent sign attached to the top of a fuel pump.

GARAGE SALE SIGN. Any sign pertaining to the sale of personal property in, at or upon any residentially zoned property located in the city, to include yard sales, moving sales and the like. Garage sales shall include but not be limited to all such sales, and shall include the advertising of the holding of any such sale, of the offering to make any sale, whether made under any other name such as lawn sale, yard sale, moving sale, front yard sale, back yard sale, home sale, attic sale, rummage sale, patio sale, flea market sale, or any similar designation.

GAS SERVICE FACILITY. Any structure used for the retail dispensing or sale of vehicular fuels.

GEOGRIDS or GEOTEXTILES. Flat, interlocking shore protection structures which follow the natural slope of the shore.

GOLF COURSE. A golf facility capable of being classified as a regulation, executive, or par 3 course, comprised of one or more increments of nine holes, and occupying a minimum of 20 acres per nine-hole increment.

GOLF COURSE, MINIATURE. A putt-putt or pitch'n putt golf recreation facility or any like facility not meeting the requirements of a golf course as herein defined.

GOLF DRIVING RANGE. A tract of land or water improved with tees for practicing golf.

GROSS ACREAGE. Total land area of a parcel including streets, roads, drainage, undevelopable areas, and water bodies.

GROSS FLOOR AREA. The sum of the gross horizontal areas of the several floors of a building, measured from the exterior walls, or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.

GROUND AREA. That portion of a lot covered by buildings.

GROUND COVER. Low growing plants planted in such a manner as to form a continuous cover over the ground.

GROUND SIGN. A sign suspended or supported by one or more uprights or braces anchored in the ground.

GROUND-MOUNTED AMATEUR RADIO ANTENNA SUPPORT STRUCTURE: An amateur radio antenna support structure that is not affixed to any building or accessory structure.

GUEST HOUSE. A dwelling unit in a building separate from and in addition to the main residential building on a lot, intended for intermittent or temporary occupancy by a nonpaying guest. However, those quarters shall not be rented or otherwise used as a separate dwelling.

HABITAT CORRIDORS. A naturally-vegetated transportation route for plants and animals that connects larger natural areas.

HOME OCCUPATION. An occupation for gain or support conducted entirely within a dwelling unit, as herein defined, by the occupant residing therein, which occupation is clearly subordinate and incidental to the use of the dwelling as a place of residence, and which complies with all provisions of Section 158.217(F).

HOSPITAL. A building or group of buildings having facilities for overnight care of one or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include as related facilities laboratories, out-patient services, training facilities, central service facilities, and staff facilities. However, any said related facility or service shall be clearly incidental and subordinate to the principal hospital use and operation.

HOTEL or MOTEL. A building or group of buildings, with or without kitchenettes, in which sleeping accommodations are offered to the public and intended primarily for rental to transients with daily charge, as distinguished from multiple-family dwellings and rooming or boarding houses, where rentals are for periods of a week or longer and occupancy is generally by residence rather than transience.

ILLUMINATED SIGN. A sign in which a source of light is used in order to make the message readable and shall include internally and externally lighted signs.

IMPACT. Significant and quantifiable effect of use of a public facility. The quantity of use calculated or measured relative to user volume in the facility, compared to calculated capacities of the public facility.

IMPERVIOUS SURFACE. All surface area of a lot or parcel, including portions occupied by buildings or structures, where surface drainage waters are unable to freely percolate downward through the natural soils.

IMPROVEMENT. Any man-made, immovable item which becomes part of, placed upon, or is affixed to, real estate, such as street pavement, curb and gutter, sidewalk, alley pavement, walkway pavement, water main, sanitary sewer, storm sewer or drain, street name, sign, landscaping, permanent reference monument (PRM), permanent control point (PCP) or any other improvement required by the Site Plan Review Committee.

INOPERABLE EQUIPMENT. Equipment which is in a state of disrepair or not in working condition.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be legally driven upon the public streets for any reason including but not limited to being unregistered, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

INSTALL. To erect, replace, hang, paint, display, apply, or otherwise put in place in any manner whatsoever.

INSTRUCTIONAL SIGN. A sign conveying instructions with respect to the premises on which it is maintained, such as, but not limited to, "exit", "entrance", "parking", "carry out", or similar instruction.

INTENSITY. The square footage of nonresidential floor area permitted per gross acre of land as determined by the Port St. Lucie Comprehensive Plan and Code of Ordinances.

JUNKYARD, SALVAGE YARD, or RECYCLING CENTER. A place, structure, or lot where junk, waste, discarded, salvaged or similar materials such as automobiles, appliances, old metal, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like are brought, bought, sold, exchanged, baled, packed, disassembled, stored, or handled, including used lumber and building material yards, house wrecking yards, heavy

equipment, wrecking yards, and yards or places for the storage, sale, or handling of salvaged house wrecking or structural steel materials.

KENNEL. An establishment where six or more domesticated animals more than six months, old are housed, bred, or trained.

KITCHENETTE. A small kitchen or a small recessed section of a room principally used or designed for cooking or preparation of food (i.e., a stove, refrigerator, microwave, etc.) and typically smaller in size than a kitchen found in a single family residence.

LAND DEVELOPMENT CODE OR LAND DEVELOPMENT REGULATIONS. The ordinances enacted by City of Port St. Lucie pursuant to Section 163.3161 et. seq., F.S., for the regulation of the development of land within the incorporated area of the city.

LAND SURVEYOR. A professional land surveyor and mapper registered under Chapter 472, F.S. who is in good standing with the Florida State Board of Professional Regulation.

LAND USE. The development activity or use that has occurred on the land or the development that is proposed by a developer of land that will generate demands for services offered by public facilities.

LAND CLEARING PLAN. A graphic diagram or aerial showing the areas of land disturbance, areas to be cleared and sediment and erosion control measures.

LANDSCAPE ISLAND. A curbed area located at the end of a parking bay and designated for landscaping.

LANDSCAPE STRIP. A strip of land designated for landscaping.

LANDSCAPE BUFFER STRIP. A strip of land designated to provide a visual buffer between abutting properties that consists of landscaping and an architectural wall.

LANDSCAPING. Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls, or fences, but excluding paving.

LEVEL OF SERVICE (LOS). An indicator of the extent or degree of service provided by, or proposed to be provided by, a public facility based on and related to the operational characteristics of the facility. LOS indicates the capacity per unit of demand of each public facility.

LISTED SPECIES. Those species of plants and animals listed as endangered, threatened, rare, or species of special concern by an official state or federal plant or wildlife agency, or the Florida Natural Areas Inventory (FNAI), includes species ranked as S1, S2, or S3). These species are targeted for protection for a number of reasons, e.g. they are in imminent danger of extinction, are rapidly

declining in number or habitat, or have an inherent vulnerability to habitat modification, environmental alteration, or human disturbance which puts them at risk of extinction.

LISTED SPECIES, LIKELY TO OCCUR. Species listed in "Appendix B," Conservation Element, Port St. Lucie Comprehensive Plan.

LIVING AREA. The enclosed area of a dwelling unit which may be heated or air-conditioned, and excluding garages, carports, porches, and breezeways. A living area shall be measured from the exterior faces of the exterior walls excluding any exterior attachment.

LONG-WIRE ANTENNA. A wire antenna consisting of a single conductor of a random length, which typically is conducted to a transceiver at one end. It most often is parallel to the ground at a typical height of approximately 35 ft.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

LOT FRONTAGE. The lineal distance of a lot measured along abutting public or private rights-of-way.

LOT OF RECORD. Land designated as a separate and distinct parcel on a legally recorded subdivision plat.

LOT, NONCONFORMING. A land parcel, however constituted, which does not meet all minimum zoning requirements.

LOT WIDTH. The distance between side lot lines measured on the front building line.

MAINTENANCE GUARANTEE. Any security which may be required and accepted by a governmental agency to ensure that necessary improvements will function as required for a specific period of time.

MAJOR ROAD NETWORK SYSTEM. All city, county and state arterial and collector roads within the total incorporated area depicted in the Traffic Circulation Element of the Comprehensive Plan.

MAJOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into three (3) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see SUBDIVISION.)

MANGROVES. Any specimen of the species Avicenna germinans (black mangrove), Laguncularia racemosa (white mangrove), Rhizaphora mangle (red mangrove), and Conocarpus erectus (buttonwood mangrove).

MANUFACTURED HOUSE. A single-family dwelling which is factory constructed in its entirety in units or components, and then placed or assembled on a building site, and which has been determined to be constructed in compliance with the Federal Manufactured Home Construction and Safety Standards Act. Manufactured houses are further described as being of either residential design or standard design.

1. Residential design manufactured housing has the following characteristics:

    a. Minimum width of main body. Minimum width of the main body of the residential design manufactured housing as located on the site shall not be less than 20 feet, as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the house.

    b. Minimum roof pitch, minimum roof overhang and roofing materials. Minimum pitch of the main roof shall be not less than one foot to rise for each four feet of horizontal run and the minimum roof overhang shall be one foot. In cases where site built housing generally has been constructed in adjacent or nearby locations with roof pitches less than 1:4 and/or roof overhang of less than one foot, then the residential design manufactured house may have less roof pitch and overhang, similar to the site built houses. In general, any roofing material other than built up composition roof, may be used which is generally used for site built houses in adjacent or nearby locations.

    c. Exterior finish and light reflection. Any material may be used for exterior finish which is generally acceptable for site built housing which has been constructed in adjacent or nearby locations, provided, however, that reflection for such exterior shall not be greater than from siding coated with clean white gloss exterior enamel.

    d. Approved foundations required in residential districts. Where approval of homes or model plans does not include approval of type of foundation, no residential design manufactured house shall be placed or occupied for residential use on a site in a residential district until such foundation plans have been submitted and approved by the Building Official as to the appearance and durability of the proposed foundation and whether it is acceptably similar or compatible in appearance to foundations of residences built on adjacent or nearby sites.

    e. Site orientation. Residential design manufactured houses shall be placed on lots in such a manner as to be compatible with and

reasonably similar in orientation to the site built housing which has been constructed in adjacent or nearby locations.

2. Standard design manufactured houses are manufactured houses certified as meeting the HUD Code, but not meeting the residential design standards contained herein.

MARINA. An establishment with a waterfront location providing for the refueling and/or in-water storage of watercraft used for recreational and noncommercial purposes, and including minor repair services for such craft not involving removal of watercraft from the water or removal of inboard or outboard engine from the watercraft.

MASS GRADING PLAN. A plan showing the areas to be cleared, stockpile areas, locations of lakes, locations of roads, and anticipated haul routes. These plans are associated with clearing land, road grading, and excavation of lakes within approved DRIs or PUDs prior to review or approvals of site development plans.

MASTER PLAN. A comprehensive long-range plan intended to guide the growth and development of a community or region. Includes analysis, recommendations and proposals for the community's population, economy, housing, transportation, community facilities and land use.

MASTER SIGN PROGRAM. A comprehensive sign program for projects which promote unified design concepts harmonious with the overall project and adjacent properties.

MEAN HIGH WATER LINE. Water line which is the average height of the high waters over a 10-year period. For shorter periods of observation, mean high water means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent known variations and to reduce the result to the equivalent of mean 19-year value.

MENU BOARD. A wall or permanently mounted sign displaying the bill of fare for a drive-through restaurant.

MENU OR SANDWICH SIGNS. A-frame sign on sidewalks in front of the business it applies to. A portable sign displaying the type and price of services in connection with the business.

MICROBREWERY. A facility where beer and malt beverages are made on the premises and may include a taproom for sale of beer for on premises consumption or in sealed containers for later consumption off the premises. A microbrewery may also, in conjunction with the sale of beer for consumption on the premises, sell wine for consumption on the premises.

MINING or EXCAVATION. The removal of mineral resources or any earth material in excess of one hundred (100) cubic yards from its natural position

upon a lot to another site, other than incidental excavation directly related to foundation preparation for an approved building, structure, or surface drainage.

MINOR SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into two (2) tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease. (Also see "SUBDIVISION").

MOBILE HOME.

1. A detached unit with all the following characteristics:

    a. Designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;

    b. Designed for transportation after fabrication on streets and highways on its own wheels or on a flatbed or other trailer;

    c. Arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities, and the like; and

    d. Built prior to the enactment of the Manufactured Home Construction and Safety Standards Act.

2. A recreational vehicle is not to be considered as a mobile home.

MOBILE HOME PARK. A lot or parcel developed in accordance with Chapter 158 and maintained under single ownership, where designated sites are offered for rent or lease for the placement and/or occupancy of mobile homes as dwelling units.

MODULAR HOUSE. A single-family dwelling which is factory-constructed in its entirety, in units or components, and then placed or assembled on a building site, and which has been approved by the Department of Community Affairs of the State of Florida, or its successor agency.

MONUMENT SIGN. A freestanding sign where the base of the sign structure is flush with and anchored into the ground independent of support from any building. The width of the top of the sign structure can be no more than 120 percent of the width of the base.

MOTOR HOTEL, MOTOR LODGE. (See "HOTEL OR MOTEL").

MULCH. Nonliving, small, aggregate material such as gravel, rock, pebbles, bark, or pine needles spread over exposed soil.

MULTIPLE-FACED SIGN. A sign with more than two (2) faces.

MULTI-FAMILY RESIDENTIAL/INSTITUTIONAL AREAS. Any area zoned multi-family residential or institutional, including areas designated for multifamily/ institutional uses in an approved PUD development plan.

MULTI-STORY STRUCTURE. A building or structure or portion thereof with two (2) or more stories measured from the surface of any floor and the surface of the floor directly above it not including basements or underground parking garages.

MUSIC RECORDING STUDIOS. A facility for sound recording and mixing.

NATIVE HABITAT. The natural abode of a plant or animal that contains the arrangement of food, water, cover and space required to meet the biological needs of a given species which occur indigenously on the land, in the soil, or in the water.

NATIVE SHORELINE WETLAND VEGETATION. Indigenous shoreline vegetation typically adapted for life in saturated soil conditions and characterized by wetland species listed in Chapter 17-3, F.A.C., as amended from time to time.

NATIVE UPLAND HABITAT. Indigenous vegetation typically adapted for life in non-wetland areas.

NATIVE WETLAND VEGETATION. An area that is inundated or saturated by surface water or ground water at a frequency and a duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soils. Soils present in wetlands generally are classified as hydric or alluvial, or possess characteristics that are associated with reducing soil conditions. The prevalent vegetation in wetlands generally consists of facultative or obligate hydrophytic macrophytes that are typically adapted to areas having soil conditions described above. These species, due to morphological, physiological, or reproductive adaptations, have the ability to grow, reproduce or persist in aquatic environments or anaerobic soil conditions. Florida wetlands generally include swamps, marshes, bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other similar areas. Florida wetlands generally do not include longleaf or slash pine flatwoods with an understory dominated by saw palmetto.

NEIGHBORHOOD SIGNAGE. Signs designating separate and distinct neighborhoods which may be part of a larger subdivision or have distinct characteristics which are unlike those in adjoining areas.

NOI. Notice of Intent. Form sent to FDEP notifying FDEP that clearing or construction activities will occur on the project. The NOI is an application to work under the Generic Permit for Stormwater Discharge from Large and Small Construction Activity.

NONCONFORMING SIGN. Any sign which does not comply with the regulations of this Sign Code, or subsequent amendments.

NONCONFORMING STRUCTURE, USE OF LAND, USE OF LAND AND STRUCTURE, AND THE LIKE. See Section 158.275 through 158.286.

NONRESIDENTIAL SUBDIVISION. A subdivision whose intended use is other than residential, such as commercial or industrial. Such subdivision shall comply with the applicable provisions of these regulations.

NPDES. National Pollutant Discharge Elimination System. This is a federal permitting program to regulate stormwater discharges.

NURSING OR CONVALESCENT HOME. An extended or intermediate care facility which provides continuous personal care or nursing for three or more persons not related by blood or marriage to the operator who by reason of illness, physical or mental infirmity, or advanced age are unable to care for themselves.

OCCUPANCY. The residing of an individual or individuals overnight in a dwelling unit, or the installation, storage or use of equipment, merchandise, or machinery in any public, commercial, or industrial building.

OFF-PREMISES SIGN. A sign identifying, advertising or directing the public to a business, merchandise, service institution, residential area, entertainment, or activity which is located, sold, rented, based, produced, manufactured, furnished or taking place at a location other than on the property on which the sign is located.

OFFICE, BUSINESS. An office for such activities as real estate agencies, advertising agencies (but not sign shops), insurance agencies, travel agencies and ticket sales, chamber of commerce, credit bureaus, finance companies, abstract and title agencies or insurance companies, stockbrokers, and the like (but not including banking institutions). It is characteristic of a BUSINESS OFFICE that retail or wholesale good are not shown to or delivered from the premises to a customer.

OFFICE, PROFESSIONAL. An office for the use of persons generally classified as professionals, such as architects, engineers, attorneys, accountants, doctors, dentists, veterinarians (but not including boarding of animals on the premises), psychiatrists, psychologists, and the like.

OFF-STREET PARKING. A site or a portion of a site, devoted to the off-street parking of vehicles, including parking spaces, aisles, access drives, and landscaped areas.

ON-PREMISES SIGN. Any structure, device, display board, screen, surface or wall, characters, letters, or illustrations placed thereto, thereon, or there under by any method or means whatsoever where the matter displayed is used for

advertising on the premises, a product or service, actually or actively offered for sale or rent thereon or therein.

OPEN LOT STORAGE AREA. An area outside the confines of an enclosed building which is enclosed by an opaque fence or wall and where inoperative vehicles, scrap metal, scrap lumber, building materials, machinery, machinery parts, or other similar items are customarily sold or stored.

OPEN/OUTSIDE STORAGE. Non-transitory containment, holding, leaving, or placement of goods or material for longer than 24 hours outside of a fully-enclosed building. It does not include the interim accumulation of a limited amount during processing, maintenance or repair.

OPEN SPACE. Land devoid of any structure or buildings except for minor pavilions, landscape structures or terraces and designed and maintained for recreation or leisure-time enjoyment, buffer areas, drainage or conservation.

OTHER VEHICULAR USE AREAS. All land upon which vehicles traverse the property as a function of the primary uses.

OVERALL PROJECT DEVELOPER. The individual, company or corporation who obtained preliminary approval of a multi-phased project under a single unity of title or an individual, company or corporation who purchased a multi-phased project in its entirety.

OVERLAY ZONING DESIGN STANDARDS. Site design and architectural design standards applied to new development and redevelopment in designated areas, adopted by reference and contained in the "City of Port St. Lucie Design Standards Manual".

PAIN MANAGEMENT CLINIC. Is defined as specified in Section 458.3265(1)(a), F.S., as may be amended from time to time, and includes a privately owned pain-management clinic, facility, or office, which advertises in any medium for any type of pain management services, or employs a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications; a physician is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications for the treatment of chronic nonmalignant pain. Chronic nonmalignant pain is pain unrelated to cancer which persists beyond the usual course of the disease or the injury that is the cause of the pain for more than ninety (90) days after surgery.

The definition shall not include any of the following:

1. A clinic licensed as a facility pursuant to Chapter 395, F.S.;

2. The majority of the physicians who provide services in the clinic primarily provide surgical services;

3. The clinic is owned by a publicly held corporation whose shares are traded on a national exchange or on the over-the-counter market and

whose total assets at the end of the corporation's most recent fiscal quarter exceeded $50 million;

4. The clinic is affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows;

5. The clinic does not prescribe or dispense controlled substances for the treatment of pain; or

6. The clinic is owned by a corporate entity exempt from federal taxation under 26 U.S.C. s. 510(c)(3).

PAINTED SIGN. Any sign painted on any surface, including the roof of any building.

PARAPET. That portion of the facade which extends above the roof.

PARCEL OF LAND. Any quantity of land capable of being described with such definiteness that its location and boundaries may be established.

PARKING BAY. A single alignment of 12 or fewer parking spaces that is terminated at each end with a landscape island.

PARKING LOT. An off-street, ground level area, usually surfaced and improved, used or intended to be used for the parking of motor vehicles.

PERFORMANCE GUARANTEE. Any security that may be accepted by a municipality as a guarantee that the improvements required as part of an application for development are satisfactorily completed.

PERMANENT REFERENCE MONUMENT. A monument according to Section 177.031, F.S.

PERSON. An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a point or common interest, or any other entity, and its designated agents, successors or assigns.

PERSONAL SERVICE USE. A use intended primarily to provide direct and personal service to its customers, including such uses as barber shops, beauty shops, tailors, shoe repair shops, laundry pick-up stations, watch repair shops, and the like.

PERVIOUS SURFACE. A surface that permits absorption of storm water.

PESTILENT EXOTIC VEGETATION/SPECIES. Non-native vegetation that is considered a nuisance, invasive, or a pest. Exotic vegetation includes, but is not limited to, Brazilian pepper (Schinos terebinthisfolios), Australian Pine (Casuarina equisetifolia), and Melaleuca (Melaleuca quinquenervia).

PHARMACY. Means the same as the definition in Section 465.003(11)(a), F.S., as may be amended from time to time, and includes community pharmacy,

internet pharmacy, and special pharmacy, but does not include institutional pharmacy or nuclear pharmacy, as each of those terms are used in that section.

PLAN, FINAL SUBDIVISION. Includes the plat to be recorded; final engineering and construction drawings, specifications and calculations; certification of improvements, as-built drawings, or performance guarantee; and other required certifications, bonds, agreements, approvals, and materials for a development phase or the entirety of a parcel of land, meeting the requirements of the Code of Ordinances.

PLAN, PRELIMINARY SUBDIVISION. Includes the site plan and preliminary plat; tree location map or aerial photographic overlay; preliminary engineering drawings, specifications and calculations; and other necessary materials for a development phase or the entirety, meeting the requirements of the Code of Ordinances.

PLAN, SITE AND/OR DEVELOPMENT. Includes the site plan, statements of use and unified control, preliminary and/or final engineering drawings, specifications and calculations; and other required certifications, as-built drawings, performance guarantees, bonds, agreements, approvals and materials for a development phase or the entirety meeting the requirements of the land development regulations.

PLANNING AND ZONING DEPARTMENT. The city agency duly authorized to review applications and plans for compliance with the land development regulations.

PLANTING AREA. Any area designated for landscape planting having a minimum area of ten square feet and having a minimum dimension of 3 feet; except that wherever a tree shall be planted, a minimum area of 25 square feet, with a minimum dimension of at least five feet.

PLAT. A map or delineated representation of the subdivision of lands, being complete, exact representation of the subdivision and other information in compliance with the requirement of all applicable statutes and of local ordinances, and may include the terms "replat," "amended plat" or "revised plat."

PLATTED LOT OF RECORD. A lot which is part of a subdivision which has been recorded in the office of the Clerk of the Circuit Court of St. Lucie County prior to the effective date of these regulations.

POLE SIGN. A freestanding sign that is affixed, attached, or erected on a pole that is not itself an integral part of or attached to a building or structure.

POLITICAL SIGN. Any temporary sign announcing or supporting political candidates or issues in connection with any local, county, state, or national election.

POTENTIALLY DEFICIENT ROAD SEGMENT. A city, county or state road segment on the Major Road Network System that is presently operating at [80-

90%] of its adopted Level of Service (LOS)S standard.

PORTABLE SIGN. Any sign that is designed to be transported, including but not limited to signs: with wheels removed; with chassis or support constructed without wheels; designed to be transported by trailer or wheels; menu and sandwich signs, searchlight stands; and tethered inflatable signs.

PREMISES. A distinct unit, site, parcel of land, or property, with or without buildings, but including the buildings, which is the subject of a development action.

PRE-APPLICATION CONFERENCE. An initial meeting between developers and municipal representatives which affords developers the opportunity to present their proposals informally.

PRELIMINARY APPROVAL. The conferral of certain rights prior to final approval after specific elements of a development plan have been agreed upon by the Site Plan Review Committee and the applicant.

PRELIMINARY SUBDIVISION PLAT. A map indicating the proposed layout of a development and related information that is submitted for preliminary approval.

PRINCIPLE. A broad and basic rule but not measurable. Accompanied by the words "shall" or "will."

PRINCIPAL USE. The primary use of any lot or land parcel, with other use or uses thereon being clearly of a secondary or accessory nature.

PROJECTING BLADE SIGN. Any blade sign hung or projecting perpendicular to promote a pedestrian environment.

PROJECTING SIGN. A sign projecting at an angle from the outside wall or walls of any building which is supported by only one (1) rigid support, irrespective of the number of guy wires used in connection therewith.

PROTECTED TREE. Any tree having a DBH of 12 inches or greater or any native palm with a minimum clear trunk of ten (10) feet or greater. The term "protected tree" shall also apply to any replacement tree and any tree that is represented in a landscape plan, street tree planting plan or other planning document for the purposes of securing an approved building permit, clearing permit, or certificate of occupancy. This excludes the following:

1. Non-native fruit trees cultivated or grown for the specific purpose of producing edible fruit, including, but not limited to: mangos, avocados, or species of citrus.

2. Non-native invasive or undesirable plants listed under Section 154.03(L).

3. All non-native trees in the palm family.

PSLUSD. Port St. Lucie Utility Systems Department.

PUBLIC FACILITIES. Major capital improvements including but not limited to transportation, sanitary sewer, solid waste, drainage, potable water, parks and recreational facilities and services.

PUBLIC FACILITY OR USE. Any building or open area publicly owned and operated for the purpose of providing public services.

PUBLIC SIGN. A sign placed under the authority of duly authorized government officials, including traffic signs, legal notices, public safety signs, or signs placed by such authorized official for the public health, safety, welfare, or convenience.

PUBLIC UTILITY FACILITY. A facility which provides initial generation or major treatment, storage, or distribution with respect to a public utility such as water supply, sewer, gas, telephone, and electricity, but not including wireless communication antennas and towers.

PUD - PLANNED UNIT DEVELOPMENT. A land area under unified control which is planned and programmed in a single development operation or in a series of prescheduled phases according to an officially approved final development plan.

RATE. Volume per unit of time

REAL ESTATE SIGN. Any sign installed by the owner or his agent on a temporary basis, advertising the real property upon which the sign is located for rent, sale, or lease.

RECLAMATION PLAN. A plan which describes how reclamation, including the restructuring, reshaping, and vegetation of disturbed lands to a form in which the lands may be beneficially used and includes the process of restoration, will take place.

RECREATIONAL FACILITY. A place designed and equipped for the conduct of sports, leisure time, fitness and recreational activities, including sports instruction schools.

RECREATIONAL VEHICLE PARK. A lot or parcel designed and developed in accordance with the requirements of this chapter and maintained under single ownership, where designated sites are offered for rent, lease or sale for the temporary placement of recreational vehicles to be utilized for sleeping or eating in conjunction with recreation and/or vacation purposes. RV parks are restricted to temporary occupancy of any individual unit of no more than six months.

RECREATION VEHICLES. Any vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or propelled by another vehicle including: camper, travel trailer, truck camper, and motor homes.

REPLACEMENT TREE. Shall mean any tree planted or preserved as a condition of approval of a tree removal permit.

RESIDENTIAL COMPLEX. (See "COMMERCIAL/INDUSTRIAL/RESIDENTIAL COMPLEX").

RESIDENTIAL TRANSITORY SIGN. These signs are intended to facilitate garage sales, moving sales, estate sales, yard sales neighborhood meetings, HOA meetings, and the like. (Also see "GARAGE SALE SIGN").

RESTAURANT. An establishment where food and beverage are prepared and served for pay primarily for consumption on the premises.

RESTAURANT, DRIVE-THROUGH. An establishment whose is serving food to the public for consumption on the premises by order from and service to vehicular passengers outside the structure.

RESUBDIVISION. A change in a map of an approved or recorded subdivision if such change affects any street layout on such map or area reserved thereon for public use, or any lot line or if it affects any map or plan legally recorded prior to the adoption of any regulations controlling subdivisions. (Also see "SUBDIVISION").

RETAIL BUSINESS. An establishment where goods are displayed and offered for purchase directly by the intended consumer or user of those goods.

REVOLVING SIGN. ("See ANIMATED SIGN").

RIGHT-OF-WAY. A strip of land dedicated, deeded, occupied or intended to be occupied by a street, walkway, boulevard, road, avenue, alley or other means of ingress or egress, railroad, electric transmission line, gas pipeline, water main, sanitary main, storm water main, swale, drainage canal, ditch or other drainage facility or structure, shade trees or for another special use.

RIP RAP. A loose assemblage of unconsolidated boulders, rocks, or clean concrete rubble arranged along the natural slope of the shoreline, often over a porous filter cloth, intended to stabilize the shoreline and reduce erosion. Concrete rubble shall be free to exposed reinforcing rods or similar protrusions, tar, asphalt, and paint.

ROOF-MOUNTED AMATEUR RADIO ANTENNA SUPPORT STRUCTURE. An amateur radio antenna support structure that is affixed to any building or accessory structure.

ROOF LINE. The highest continuous horizontal line of a roof on a sloping roof, the roof line is the principal ridge line or the highest line common to one (1) or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

ROOF SIGN. Any sign, installed, constructed or maintained above the deck line or eave of any building.

ROOT PROTECTION ZONE. The pervious area beneath a tree centered on the trunk. For preserved trees, this means the area beneath the drip line of the tree.

Root protection zones that include existing impervious area(s) not adversely affecting the viability of the tree, may be acceptable.

ROTATING SIGN. (See "ANIMATED SIGN").

RUNOFF. A term generally used to describe stormwater that is unable to soak into the ground and which flows over land.

RUNOFF COEFFICIENT. Ratio of the amount of rain which runs off a surface to that which falls on it; a factor from which runoff can be calculated.

SANDWICH SIGN. (See "A-FRAME SIGN").

SEDIMENTATION OR SILTATION. The process by which mineral or organic matter is removed from its site or origin, transported and subsequently deposited by air, water or mechanical activities.

SELF-SERVICE STORAGE FACILITY. An enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for dead storage of their household goods and/or personal property.

SEMI-PUBLIC FACILITY OR USE. Any building or open area privately owned and operated for the purpose of providing public services, but not including wireless communication antennas and towers.

SERVICE AND REPAIR FACILITY. An establishment whose primary function is to provide service and/or repairs upon personal, household, or small commercial equipment, but excluding automotive or vehicle repair.

SERVICE STATION. An establishment utilized principally for the business of fueling and lubricating motor vehicles and for performances of incidental service to motor vehicles such as hand washing, cleaning, polishing, tire changing and repair, battery recharging and replacement, minor repairs and tune-ups, and including the sale of tires, batteries, incidental parts, and accessories. Service permissible in a service station shall not include major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition, operation of a commercial parking lot or a commercial garage as an accessory use, or other characteristics to an extent greater than normally found in such stations; any establishment performing those services shall be deemed to be an auto repair shop or garage.

SERVICE VOLUME (ROADS). (See "CAPACITY (ROADS)").

SETBACK LINE, BUILDING. An imaginary line running parallel to a front, side, or rear property line and establishing the rear edge of a yard or open area in which no building, structure, or use may be placed or established, unless otherwise permitted herein. For irregular shaped lots, the Zoning Administrator may interpret from where the setback line is to be measured.

SFWMD. South Florida Water Management District.

SHORELINE. The immediate interface of land and water; the mean high tide line in non-vegetated areas, and the landward extent of wetland species of vegetation as listed in Chapter 17-4, FAC. where such "Marine Species" constitute the dominant plant community.

SHORE PROTECTION STRUCTURES. Shore hardening structures, such as seawalls, bulkheads, revetments, groins, and aggregates of materials other than natural sediments, used to prevent erosion and protect other structures from waves and other hydrodynamic forces.

SHRUBS. Any low, self-supporting, multi-stemmed evergreen.

SIGHT DISTANCE TRIANGLE. An area adjacent to an intersection or driveway that must be clear of visual obstructions, such as landscaping, to allow drivers to see intersecting traffic. See Section 158.204 of the Zoning Code for visibility at intersections in Zoning Districts.

SIGN. Any writing (including letter, word, or numerical), pictorial presentation (including illustration or decoration), emblem (including device, symbol, or logo), flag (including banner or pennant), or any other figure of similar character, that; (1) is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or other structure; (2) is used to announce, direct attention to, or advertise; and (3) is visible from outside a building. A sign includes writing, representation, or other figures of similar character, within a building not attached to a window and can be viewed through a glassed wall of a building.

SIGN HEIGHT. The vertical distance to the highest point of a sign. Freestanding signs shall be measured from the crown of the nearest abutting street.

SINGLE-FAMILY RESIDENTIAL AREA. Any portion of the city divided into lots intended to contain a single dwelling unit designed for occupancy by one family.

SITE PLAN REVIEW COMMITTEE. A committee established by Chapter 158 of the city's Code of Ordinances. The Committee reviews, comments and makes recommendations with respect to development applications.

SNIPE SIGN. Any off premises sign of any size, made of any material, including but not limited to paper, cardboard, wood, and metal, when such sign is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, fences or other objects, and the advertising matter appearing thereon is not applicable to the premises upon which said sign is located.

SOLAR ENERGY SYSTEM. Any device or combination of devices or elements which rely upon direct sunlight as an energy source, including but not limited to any substance or device which collects sunlight for use in the heating or cooling of a structure or building, the heating or pumping of water, or the generation of electricity. A solar energy system may be used for purposes in addition to the collection of solar energy. These uses include, but are not limited to, serving as a structural member or part of the roof of a building or structure and serving as a

window or wall. A solar energy system may be mounted on the building or on the ground and is not the principal use of the property.

SOLAR GENERATION STATION. An energy generation facility comprised of one or more freestanding, ground mounted devices that capture solar energy and convert it to electrical energy for use in locations other than where it is generated. Solar generation stations typically utilize photovoltaic solar cells, but can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar plant, solar generation plant, solar farm, solar power plant, or solar thermal power plant.

SPECIAL EXCEPTION USE. Any use so designated within Section 158.260, which use shall be subject to review and approval in accordance with the requirements of this chapter for the particular lot or parcel involved

SPECIAL EVENT SIGN. Any temporary sign announcing special events.

SPECIMEN TREE. A tree which is of high value because of its type, size, age or other relevant criteria.

SPREAD. Means the crown diameter measured by taking the average of the widest branch spread and the branch spread perpendicular to it.

STORMWATER. The flow of water which results from, and that occurs immediately following, a rainfall.

STORMWATER MANAGEMENT SYSTEM. The system, or combination of systems, designed to treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater on, through, and/or from a site.

STREET. A public or approved private thoroughfare which affords the principal means of access to abutting property. Street includes a lane, way, place, drive, boulevard, road, avenue, alley or other means of ingress or egress, regardless of the descriptive term used.

STREET, APPROVED PRIVATE. A private thoroughfare which affords the principal means of access to abutting property and which has been specifically approved for said access by official action of the City Council, but the maintenance and upkeep of which remains the responsibility of the owner or owners of record.

STREET, ARTERIAL. Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Arterial streets and highways are intended to serve moderate to large traffic volumes traveling relatively long distances. Requirements for speed and level of service are usually quite high. Access to arterials should be well-controlled and, in general, limited to collector streets or highways.

STREET, COLLECTOR. Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Collectors are intended to serve as the connecting link for local streets and

highways and to provide intra-neighborhood transportation. The traffic characteristics generally consist of relatively short trip lengths and moderate speeds and volumes. Access to collectors should be restricted to local streets and highways and major traffic generators.

STREET, LOCAL. Any street not designated as a collector or arterial street. The primary function of a local street or highway is to serve the adjacent property by providing the initial access to the highway network. These facilities are characterized by short trip lengths, low speeds and small traffic volumes. The design of the network should be directed towards eliminating through traffic from these facilities.

STRUCTURAL ALTERATION. Any change, alteration, or addition to a building or structure which involves bearing walls or supporting members.

STRUCTURE. Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground.

SUBDIVISION. The division of a lot, tract or parcel of land, whether improved or unimproved, into two (2) or more lots, tracts, parcels or other divisions of land for the purpose, whether immediately or future, of transfer of ownership, development or lease, or, if the establishment of a new street is involved, any division of such lot, tract or parcel. The term includes a resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

SUBSTANTIAL CONSTRUCTION WORK. The commencement and continuous prosecution of construction of required improvements toward completion.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any extension, repair, reconstruction, or other improvement of a property, the cost of which equals or exceeds fifty (50) percent of the fair market value either before the improvement is started or, if the property has been damaged and is being restored, before the damage occurred.

SURFACE WATER. Water above the surface of the ground whether or not flowing through definite channels.

SWINGING SIGN. Any sign that swings freely from or on supports regardless of the guy wires used in connection therewith.

SWPPP. Stormwater Pollution Prevention Plan. Plan showing the BMPs to reduce stormwater runoff from cleared areas or construction sites. Can also be referred to as an Erosion Control Plan.

TELECOMMUNICATION SWITCHING FACILITIES. Telecommunication switching facilities will have the following characteristics: Consist of less than four

hundred twenty-five (425) square feet of total floor space; not be occupied; have only two (2) parking spaces; and be used for telecommunication switching equipment only.

TEMPORARY INSTALLATIONS. Those installations of amateur radio antennas and amateur radio support structures that remain in place for a period less than ninety (90) consecutive days and whose manufacturer's specifications do not recommend or require concrete footings

TEMPORARY SIGN. A sign that advertises for a specific limited period of time, such as political candidates, parties, or issues, a building under construction, business grand opening, other special events and model homes.

TEMPORARY USE. A use, other than an accessory use, that does not involve the construction or alteration of any permanent structure and that is established for a fixed period of time with the intent to discontinue such use upon the expiration of the established time period.

TIME AND TEMPERATURE SIGN. A display containing illuminated numerals flashing alternately to show the time and/or temperature.

TOWNHOUSE. A single-family dwelling unit constructed in a series or group of attached units with property lines separating such units.

TREE. Any self-supporting, woody plant having at least one well-defined stem that will gain a minimum height of 20 feet when mature.

TREE PROTECTION BARRIER. A suitable structure as installed as close as possible to the perimeter of the tree protection area prior to construction, land clearing, or demolition.

TRAILER SIGN. Any sign installed on a frame or structure with wheels other than a motor vehicle. Also see "Portable Sign".

UNDER CANOPY SIGN. Any sign hung under a canopy perpendicular to the building to promote a pedestrian environment.

UPLAND. All land areas not defined as wetlands per Section 157.08.

USACE. United States Army Corps of Engineers.

USE. The purpose for which land or water or a structure thereon is designated, arranged, or intended to be occupied or utilized or for which it is occupied or maintained. The use of land or water in the various zoning districts is governed by this chapter.

USE OF LAND OR WATER. Includes use of land, water surface, and land under water to the extent covered by zoning districts, and over which the city has jurisdiction.

UTILITIES. Any publicly or privately operated utility, such as but not limited to,

storm drainage, sanitary sewers, electric power, water service, gas service, telephone and television cable systems.

V-SHAPED SIGN. Any sign which has two (2) faces which are not parallel.

VARIABLE MESSAGE BOARD. Portable electronic devices which may be used for providing information to motorists about construction schedules, alternate routes, expected delays, detours, and any other public message for the health, safety or welfare of the traveling public and residents. Use limited to government agencies.

VARIANCE. A relaxation of the terms of this zoning code where a variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the petitioner or applicant, a literal enforcement of the requirements of this chapter would result in unnecessary and undue hardship on the land.

VEHICLE SIGN. A sign affixed to or painted on a transportation vehicle or trailer for the purpose of identification or advertisement. Vehicle signs shall not include political signs, bumper stickers, or signs required by law, ordinance, or regulations.

VERTICAL ANTENNA. A vertically polarized conductor of radio waves that is perpendicular to the ground and that has an omni-directional pattern.

VETERINARY HOSPITAL OR CLINIC. Any structure or premises used primarily and essentially for the medical and surgical care of ill, disabled, or injured animals.

VINES. Any of a group of woody or herbaceous plants which may climb by twining, by means of aerial rootlets or tendrils, or which may simply sprawl over the ground.

WALL SIGN (FACADE SIGN). Any sign fastened to, painted on, or incorporated into the structure or architecture of the outside facade of a building. Such signs, located on the exterior of a building are considered wall signs and are calculated as part of the total façade signage permitted.

WATER REFUSE PLAN. A plan which describes how water used in the mining process will be conserved through a reuse program.

WETLANDS. Hydrologically sensitive areas which are identified as being inundated or saturated by surface or ground water with a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

WHOLESALE TRADE. Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for such individuals or companies.

WILDLIFE CORRIDORS. Areas of open space, preferably well vegetated, which connect conservation areas and allow wildlife traffic between different vegetative communities.

WINDOW SIGN. Any sign which is attached or painted, either permanently or temporarily, on the interior or exterior of a window, glass door, glass wall, or which is placed within 12 inches of the window, glass door, or glass wall.

WIRELESS COMMUNICATION ANTENNAS. An antenna designed to transmit or receive communications as authorized by the Federal Communications Commission.

WIRELESS COMMUNICATION TOWERS.

1. A structure or ground-mounted tower which:

   a. Is greater than 35 feet in height, as measured from the base of the structure as provided in Section 158.213(M)(2);

   b. Does not exceed 300 feet in height (including antenna); and

   c. Is principally intended to support communication (transmission or receiving) equipment for radio, TV, microwave, cellular, and similar communication purposes.

2. The term COMMUNICATION TOWER shall not include amateur radio operators' equipment licensed by the Federal Communications Commission (FCC). Communication towers are generally described as either monopole (free-standing), guyed (anchored with guy wires), or self-supporting (square, triangular, or pyramidal in plan view and constructed of steel lattice, tubular steel, reinforced concrete, or wood.).

YAGI ANTENNA. Often referred to as a beam antenna, the yagi is directional and typically results in a gain in signal strength. It is very similar in appearance to a traditional outdoor television antenna in that its elements or radiators are parallel to the ground.

YARD.

1. A required open space which is unobstructed from the ground upward except as otherwise allowed in this chapter, and except for fences, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary, and furniture which will not violate height limitations and requirements limiting obstruction of visibility.

2. The depth of any yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip the minimum depth required by district regulations.

YARD, FRONT. A yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one street, the front yard will be determined by the Zoning Administrator based on the location of any abutting arterial or collector streets, the prevailing patterns and the lot depth requirements of the zone.

YARD, REAR. A yard extending across the rear of the lot between side yards. The rear yard shall be at the opposite end of the lot from the front yard, unless otherwise specified by the Zoning Administrator.

YARD, SIDE. A yard extending from the interior (rear) line of the front yard to the rear lot line along any side lot line.

YARD, SPECIAL. A yard so placed or oriented that neither the term side yard nor the term rear yard clearly applies. In those cases, the Zoning Administrator shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.

YEARLY INFORMATION REPORT (YIR) AND DATA BASE. An annual report prepared by the Director of Planning and Zoning which determines the existing condition of public facilities, determines and summarizes the available capacity of the public facilities based on their Level of Service (LOS), and forecasts the capacity of existing and planned public facilities identified in the Five-Year Capital Improvement Schedule.

ZONING ADMINISTRATOR. (See Section 158.350 of the Zoning Code).

ZONING DISTRICT. Any of the designated districts established within Section 158.020, for which delineation may be shown on the zoning map and for which specific regulations and requirements are included herein.

ZONING REGULATIONS. City of Port St. Lucie Code, as may be amended, which controls and regulates zoning for the incorporated portion of the city.

ZONING MAP. The official map described within Section 158.022(A), upon which the delineation of the several zoning districts are shown for locations within the city.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 11/23/2015

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, AICP, Assistant City Manager
FROM:	Patricia A. Tobin, AICP, Planning and Zoning Director
Agenda Item:	Ordinance: City Code Text Amendment Application – Chapter 153 – Land Development Regulations Definitions (P15-023) 15-84
Submittal Date:	11/11/2015

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

BACKGROUND: In 2012, the City updated its comprehensive plan. The Planning and Zoning Department worked on amending the City's Land Development Regulations to be consistent with and implement the comprehensive plan. The attached staff report outlines the proposed changes to Chapter 153. The changes are a consolidation of all the definitions in the landscape, sign, natural resources and zoning codes into one new chapter of definitions. The proposed regulations and changes include amendments that were initiated by City staff to clean-up, clarify, and update the Code and to reflect input from the public representatives of the development community.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennen Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: On November 3, 2015 the Planning and Zoning Board reviewed and unanimously recommended approval of the proposed changes to the Chapter 153 – Definitions

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff will make a short presentation.

REQUESTED MEETING DATE: 11/23/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Staff report, ordinance, correspondence and exhibit A of ordinance (deletion of the existing chapter 153) and Exhibit B (proposed changes with additions shown as underlined and deletions as ~~strikethrough~~).

RECEIVED
NOV 13 2015
City Manager's Office

COUNCIL ITEM 8B
DATE 12/7/15

COUNCIL ITEM 10B
DATE 11/23/15

ORDINANCE 15-85

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE PORT ST. LUCIE CODE OF ORDINANCES BY AMENDING CHAPTER 158 – ZONING CODE; PROVIDING FOR CONSOLIDATION, ELIMINATION, REORGANIZATION, CHANGES TO VARIOUS STANDARDS, AND THE ADOPTION OF NEW STANDARDS; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND 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 Code amendment, P15-028, proposes to amend Chapter 158 – Zoning Code as outlined in Exhibit "A" with additions shown as <u>underlined</u> and deletions shown as ~~strikethrough~~; 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 15-85

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 amendments to Chapter 158 – Zoning Code will foster and preserve the public health, safety and welfare; improve and protect the environment and 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 of the Code of Ordinances is hereby amended as shown in Exhibit "A", attached hereto and by reference incorporated herein.

Section 2. All remaining provisions of Chapter 158 – Zoning Code of the Code of Ordinances shall remain in full force and effect.

Section 3. 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 4. This ordinance shall become effective on January 1, 2016 after its final adoption.

ORDINANCE 15-85

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

_____ day of _____, 2015.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10 B
Meeting Date: 11/23/2015

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, AICP, Assistant City Manager
FROM:	Patricia A. Tobin, AICP, Planning and Zoning Director
Agenda Item:	Ordinance: City Code Text Amendment Application – Chapter 158 – Zoning Code (P15-028) 15-85
Submittal Date:	11/11/2015

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

BACKGROUND: In 2012, the City updated its comprehensive plan. The Planning and Zoning Department worked on amending the City's Land Development Regulations to be consistent with and implement the comprehensive plan. The attached staff report outlines the proposed changes to the Zoning Code. In preparation of the Zoning Code changes, the Planning and Zoning Department consulted with the local stakeholders. A workshop was held in order to receive feedback and to understand the needs of the community. The proposed regulations and changes include amendments that were initiated by City staff to clean-up, clarify, and update the Code and to reflect input from the public representatives of the development community.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennen Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: On November 3, 2015 the Planning and Zoning Board reviewed and unanimously recommended approval of the proposed changes to the Zoning Code.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff will make a short presentation.

REQUESTED MEETING DATE: 11/23/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Staff report, ordinance, correspondence and exhibit A of ordinance (proposed changes with additions shown as underlined and deletions as ~~strikethrough~~).

RECEIVED

NOV 13 2015

City Manager's Office

SIDE DOOR BREWING COMPANY

November 2, 2015

Patti Tobin
Planning & Zoning Director
City of Port St Lucie

I would like to take a moment to express my appreciation for the forward thinking and prompt actions of individuals that have helped us introduce the growing industry of craft brewing to the city of Port St Lucie.

As you are most likely aware, craft beers and the people that consume them have taken the country by storm. It is a rapidly growing segment of the beverage industry and has developed an enormous following of loyal and passionate consumers.

Craft breweries in Florida are divided into two State designated categories - CMB and CMBP - in my opinion and experience, they are each unique in their needs as far as zoning is concerned. They do, however, have at least 2 things in common. 1) They both manufacture malt beverages. 2) They both depend on the income from on-site consumption of their product. The two primary differences seem to be that 1) CMB is allowed to distribute their product to retailers through distributors... CMBP can not. 2) CMBP typically is combined with retail food preparation in a restaurant style setting... CMB does not.

The issue that has come to light in the City of Port St Lucie (that has prevented the beer renaissance from getting any kind of a foot hold) is the need for the CMB to be able to combine the Cities requirement that they be located in an industrial area, with the breweries inherent need for on-site sale and consumption of their product in a taproom. Some cities and municipalities seem to have completely set aside the "industrial zoning" requirement and have allowed breweries (along with "brew pubs" aka CMBP's) to operate in "commercial" zones along with a taproom. Regardless, the need for a production breweries to have taprooms for on-site consumption cannot be understated. Until definitions in the zoning code make it clear... seriously clear... so that there is no room for alternative interpretations by front desk zoning department employees and their superiors... this booming and tourist rich industry will continue to seek alternative and more favorable locations outside the city.

1419 SE VILLAGE GREEN DR ▪ PORT ST LUCIE , FL 34952 ▪ Phone: 772-631-9068 ▪
INFO@SIDEDOORBREWINGCOMPANY.COM

There is one item that I wish you would consider adding to the definition of microbrewery...One of the requirements of taproom licensing is a 2COP alcohol license from the State. That license allows for the sale of beer AND wine. At times, we have seen that enthusiastic beer consumers will occasionally be joined by a significant other that prefers a glass of wine rather than a malt beverage. By limiting the "microbrewery" to only "beer for consumption on premises", it would in effect strip them of an option that is allowed by the state license.

I would respectfully ask and request that you include in both the "brew pub" and "microbrewery" definitions, wording that would allow for the consumption of wine along with beer.

Sincerely,

Dwayne Buchholz

Owner/Brewmaster

1419 SE VILLAGE GREEN DR ▪ PORT ST LUCIE , FL 34952 ▪ Phone: 772-631-9068 ▪
INFO@SIDEDOORBREWINGCOMPANY.COM

SEUs for Enclosed Assembly Area

since adoption of Ordinance 11-79 on November 11, 2011

	P#	Name	Address	Zoning	Use	Total sq. ft.	Assembly sq. ft.	Resolution	Approval Date
1	P11-130	Grace Church	10011 S. US 1	CG	church	29,025	8,000	11-R81	11/28/11
2	P12-19	Yoga Studio	1981 SE PSL Blvd	P	yoga studio	1,617	1,400	12-R30	03/26/12
3	P12- 41	Mrs P's Dance studio	666 NW Enterprise	WI	dance studio	3,600	1,000	12-R49	05/29/12
4	P12-72	Romnelli	561 NW Interpark Place	WI	dance studio	8,000	7,000	12-R91	08/27/12
5	P12-55	Dance 4 Life	574 NW Mercantile Pl	WI	dance studio	2,000	1,700	12-R68	06/25/12
6	P12-84	American Top Team	562 NW Mercantile Pl	WI	martial arts	4,880	4,071	12-R92	09/10/12
7	P12-88	His Vine 7th Church	1943 Biltmore	CS	church	2,683	504	12-R98	09/24/12
8	P12-94	Prime Sports	571 Mecantile Pl	WI	fitness center	1,872	1,558	12-R107	10/22/12
9	P12-145	The Redeemed	2749 SE Morningside	CN	church	1,260	609	13-R01	01/14/13
10	P12-155	Cross Fit	664 NW Enterprise	WI	fitness center	3,600	2,880	13-R15	01/28/13
11	P12-158	Cross Fit	562 NW Mercantile Pl	WI	Fitness center	5,000	4,120	13-R16	01/28/13
12	P13-30	Lake Whitney Dr	579 NW Lake Whitney Dr	CG	adult day care	8,076	1,005	13-R56	04/22/13
13	P13-68	Rah Fitness	534 NW Mercantile Pl	WI	gymnasium	1,344	1,038	13-R103	07/22/13
14	P13-96	Darwin shop	3073 SW PSL Blvd	CG	day care	3,000	2,897	13-R133	08/22/13
15	P13-132	Universal Church	8910 US #1	CG	church	5,992	2,500	14--R11	01/27/14
16	P13-144	I-Shine Company	908 SW Gatlin Blvd	CN	dance & fitness center	1,480	1,380	14-R12	01/27/14
17	P13-153	Fresh Body	1376 SE Huffman	WI	fitness center	2,200	2,000	14-R13	01/27/14
18	P13-158	Good Samaritans	8920 US #1	CG	church	2,048	1,600	14--R38	02/24/14
19	P14-11	Whole Heart Life	542 NW University	CS	church	2,424	1,000	14-R57	03/24/14
20	P14-12	Sunrise Baptist	1420 SE Westmoreland	CN	church	5,000	1,800	14-R63	04/28/14
21	P14-28	Apostolic Church	487 SW Thornhill Dr	CS	church	2,000	1,502	14-R64	05/12/14
22	P14-42	St. Lucie Cricket	Macedo Blvd	WI	club	4,050	1,160	14-R78	05/27/14
23	P14-59	Market Place	10280 US #1	CG	day care	15,525	10,000	14-R81	05/27/14
24	P14-70	Fit Flex Appeal	571 NW Mercantile	WI	fitness center	1,984	1,216	14-R94	06/23/14
25	P15-33	Down To Earth	2000 SE PSL Blvd	P	yoga studio	1,300	1,000	15-R21	03/23/15
							62,940		
						average enclosed assembly area =	2,518		

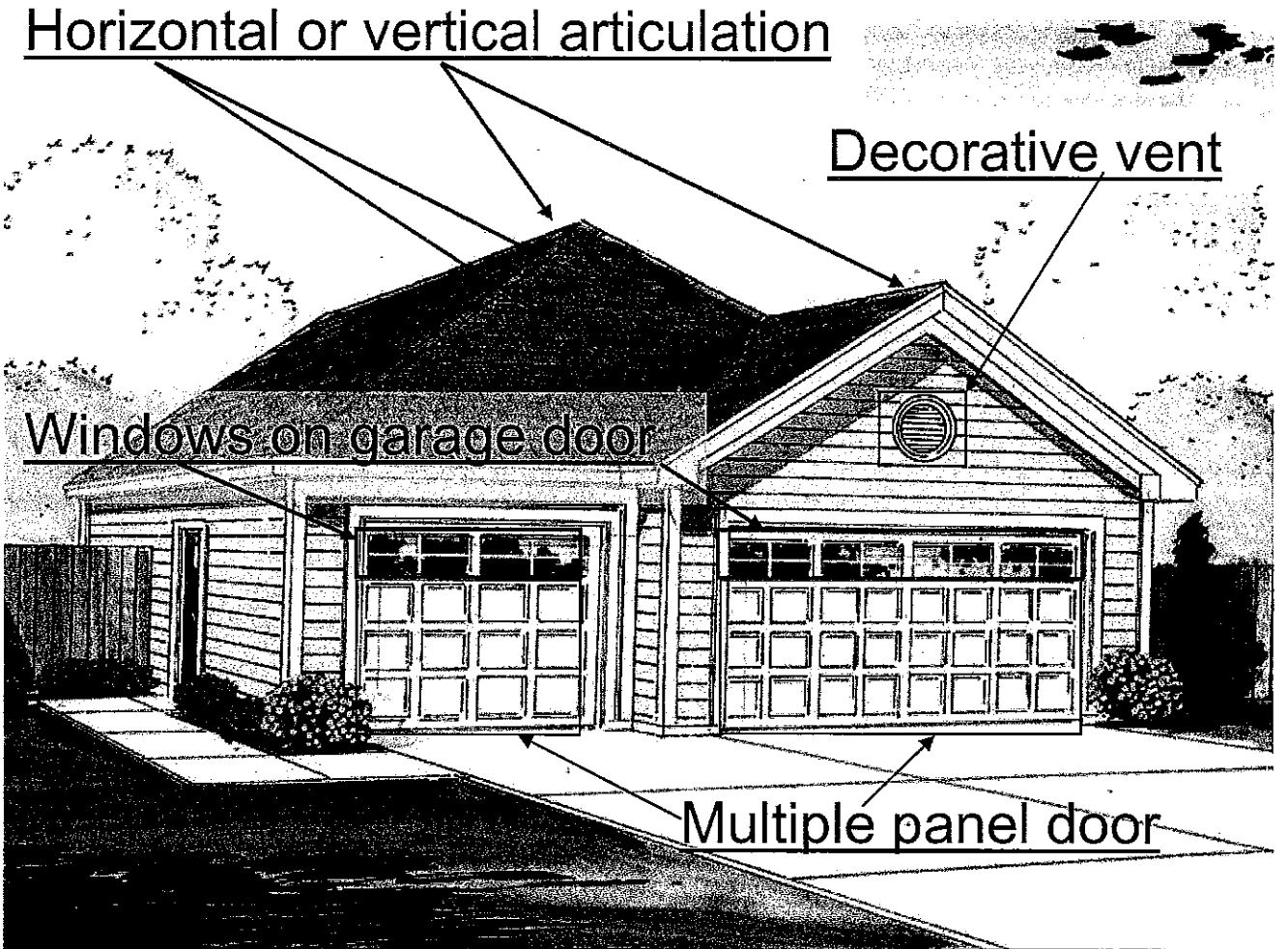
Uses included in the definition of enclosed assembly area (EAA) are places where people assemble for a common purpose, including civic, social, cultural recreational or religious purposes. This includes day care centers, auditoriums, theathers, halls, private clubs, and faternal lodges, assembly halls, exhibition halls, convention centers and places of worship.

SEUs for Recreation Amusement Facility

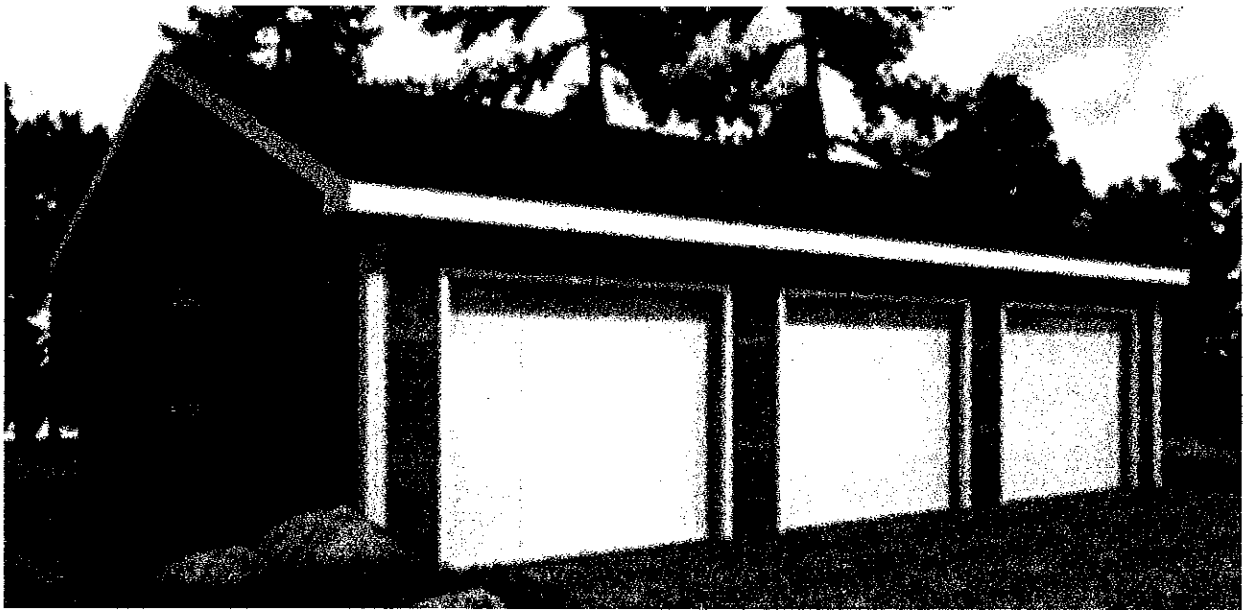
since adoption of Ordinance 11-79 on November 11, 2011

	P#	Name	Address	Zoning	Use	Total sq. ft.	Resolution	Approval Date
1	P12-42	Kyokuyama	133 SW Cashmere Blvd	CG	martial arts studio	1,200	12-R50	05/29/12
2	P12-43	Cupcake	581 SW Biltmore St.	CS	fitness center	1,350	12-R51	05/29/12
3	P12-150	TNT Family	582 NW University Blvd	CS	fitness center	6,300	13-R12	01/28/13
4	P13-60	LA Fitness	1363 SW SLW Blvd	CG	fitness center	38,000	13-R37	03/25/13
5	P13-46	Ballet Fest	466 SW PSL Blvd	CG	dance studio	1,430	13-R69	05/28/13
6	P13-104	Genesis	600 SW Darwin Blvd	CG	dance school	3,000	13-R134	09/23/13
7	P13-156	Anytime Fitness	240 SW PSL Blvd	CG	fitness center	5,244	14-R14	01/27/14
8	P14-152	Believe It Gym	1403 SW Biltmore	CS	gymnastic school	800	14-R166	11/24/14
9	P14-176	All Things Baseball	1725 SW Biltmore	CS	baseball school	6,000	15-R04	03/09/15
10	P15-34	Sutra Yoga	270 SW Peacock Blvd	CG	yoga studio	2,880	15-R22	03/23/15

Examples of garage details



Examples of a garages that will not be permitted by code.



Plain garage doors and no architectural details

Over 1600 square feet and over 22 feet in height

DRAFT **"EXHIBIT A"**

CHAPTER 158: ZONING CODE

ARTICLE I. GENERAL PROVISIONS

§ 158.001. Short Title.

This chapter shall be known, referred to, and recited as the "Port St. Lucie Zoning Code."

§ 158.002. Authority.

~~This chapter together with all future amendments, hereof, is adopted under the terms and authority granted by F.S. Chapter 166, and the Charter of the City.~~

This chapter, together with all future amendments hereof, is adopted pursuant to the requirements and authority of F.S. § 163.3202 (the Local Government Comprehensive Planning and Land Development Regulation Act), the City Charter, and under the terms and authority granted by F.S. Ch. 166~~, and the Charter of the City~~.

§ 158.003. Jurisdiction and Scope.

The provisions of this chapter shall apply to all lands, waters, buildings, structures, and the use thereof, within the jurisdictional limits of the City. No lands, waters, buildings, or structures shall be used, no buildings or structures shall be erected, and no existing buildings or structures shall be moved, added to, enlarged, altered, or maintained except in conformity with the provisions of this chapter.

§ 158.004. Purpose.

The Zoning Code is related to, based on, consistent with, and adopted to effectuate and implement the policies of the City Comprehensive Plan pursuant to F.S. § 163.3201, in order to preserve, protect, and improve the public health, safety, comfort, good order, appearance, convenience, and general welfare; encourage the most appropriate use of land, water, and resources; preserve and enhance the value of land and the character and stability of residential, agricultural, commercial, and industrial areas; facilitate the adequate and efficient provision of transportation, water, sewerage, schools, parks, recreational facilities, housing, and other services; and to conserve, develop, utilize, and protect the natural resources within the City.

Sec. 158.005. Relationship to Comprehensive Plan.

The City Comprehensive Plan is a statement of the policies to guide and implement future land development decisions within the City. In addition, the policies adopted in the Comprehensive Plan provide and shall serve as a framework for the City Council, the Planning and Zoning Board, the Board of Zoning Appeals, and the zoning administrator to review and decide applications for amendment to the zoning map, applications for

amendment to the text and this chapter, applications for planned unit developments, applications for variances, applications for special exception use approval, site plans, and any other application required by this chapter. Therefore, all actions taken in regard to amendments to the zoning map, amendments to the text of this chapter, applications for planned unit developments, applications for variances, applications for special exception use approval, site plans, and any other application pursuant to this chapter shall be consistent with the policies and provisions of the City Comprehensive Plan.

§158.006. Definitions. (See Chapter 153)

~~(A) For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~**ACCESSORY USE OR STRUCTURE.** A use or structure of a nature customarily incidental and subordinate to the principal use or structure and, unless otherwise provided, on the same lot. On the same lot with respect to accessory uses and structures shall be construed as meaning on the same lot or on a contiguous lot in the same ownership. See Section 158.217 for restrictions related to design and size of accessory structures.~~

~~**ALTERATION.** Any change in size, shape, location, occupancy, character, or use of a building or structure.~~

~~**AQUATIC AREA.** Aquatic areas include tidal water and wetlands and nontidal sloughs, streams, lakes, and wetlands. The upper limit of aquatic areas is the mean high tide line in tidal areas and the ordinary high water line in nontidal areas.~~

~~**AQUATIC PRESERVE.** An exceptional area of submerged lands and its associated waters set aside for being maintained essentially in its natural or existing conditions.~~

~~**BARS, LOUNGES, AND NIGHT CLUBS.** An area primarily devoted to the serving of alcoholic beverages and in which the service of food and/or entertainment is only incidental to the consumption of such beverages.~~

~~**BARBER OR BEAUTY SHOP.** An establishment primarily engaged in cutting, trimming, tinting and styling hair.~~

~~**BINGO HALL.** An establishment primarily for the conduct of bingo games pursuant to F.S. § 849.093. The conduct of bingo games as an accessory or ancillary use to a church or other house of worship, civic, cultural, club or lodge facility shall not be considered a bingo hall provided said games are limited thereat to two (2) days per week.~~

~~**BUFFER.** An area which is established in order to protect or insulate one (1) land use from another.~~

~~**BUILDING.** Any structure, temporary or permanent, which has a roof impervious to weather, a fixed base on a fixed connection to the ground and is used or built for the shelter or enclosure of persons, animals, or property of any kind.~~

~~**BUILDING COVERAGE.** The combined and total percentage of area of a lot covered or occupied by buildings or roof portions of structures.~~

~~**BUILDING HEIGHT.** The vertical distance measured from the mean finished ground level adjoining the front of a building to the level of the highest point of the roof or top surface on a flat or shed roof, the deck level on a mansard roof, and the average distance between the eaves and the ridge level for gable, hip, and gambrel roofs.~~

~~The portions of gable, hip and gambrel roofs that extend beyond the average distance between the eaves and the ridge shall not contain habitable space. See section 158.215 for exclusions from height limits.~~

~~**CARPORT.** A canopy or roof-like structure open on two (2) or three (3) sides whose purpose is to provide shelter for one (1) or more motor vehicles.~~

~~**CAR WASH, FULL SERVICE.** A structure containing facilities for washing vehicles using a chain conveyor or other method of moving cars along, and automatic application of cleaner, brushes, rinse water, heat for drying, and wax.~~

~~**CAR WASH, SELF SERVICE.** A structure containing facilities for washing vehicles using a semi-automatic application of cleaner, rinse water, and wax.~~

~~**CHANGE OF OCCUPANCY.** The discontinuance of an existing use and the substitution therefor of a use of a different kind or class; not including a change of tenants or proprietors unless accompanied by a change in the type of use.~~

~~**CHURCH OR OTHER PLACE OF WORSHIP.** A building or group of buildings devoted to the holding of religious services and related religious instruction.~~

~~**CIVIC OR CULTURAL FACILITY.** A facility operated entirely on a public or nonprofit basis for the purpose of providing education, information, training, and/or entertainment of a civic or cultural nature.~~

~~**CLINIC, MEDICAL OR DENTAL.** An establishment where patients who are not lodged overnight are admitted for examination and treatment by one (1) person, or a group of persons, practicing any form of the healing arts, whether those persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists, dentists, or any such profession, the practice of which is regulated by the State.~~

~~**CLUB OR LODGE (PRIVATE).** A noncommercial and nonprofit establishment restricted to and providing service activities to an organization or~~

~~group of individuals maintaining membership therein, and collectively contributing to the maintenance and upkeep of that establishment through membership fees and periodic dues.~~

~~**COASTAL HIGH HAZARD AREA.** The area subject to, but not limited to, Category I hurricane evacuation.~~

~~**COMMON AREA AND FACILITIES.** A parcel of land, together with improvements thereon, the use, enjoyment and maintenance thereof are shared by the owners of a development.~~

~~**COMMERCIAL LAUNDRY FACILITY.** A facility primarily engaged in laundering of items, including uniforms, gowns, and coats of the type used by doctors, nurses, barbers, beauticians, and waitresses; and table linens, bed linens, towels and toweling, and similar items for commercial establishments.~~

~~**COMPREHENSIVE PLAN, CITY OF PORT ST. LUCIE.** The City of Port St. Lucie Comprehensive Plan, adopted February 9, 1998, to meet the requirements of F.S. §§ 163.3177 and 163.3178. Contains the guidelines, principles, and standards for the orderly, coordinated and balanced future economic, social, physical, environmental, and fiscal development of the City.~~

~~**CONGREGATE LIVING FACILITY.** A facility providing housing and services for the elderly licensed by the State which may include meals, housekeeping and personal care assistance. A residential environment is maintained for the elderly who may be functionally impaired or socially isolated, but are otherwise in good health. The residents can maintain a semi-independent lifestyle and do not require more intensive care as provided in a nursing or convalescent home.~~

~~**CONSTRUCTION.** Construction includes the placing of construction materials in a permanent position and fastened in a permanent manner; except that where demolition, excavation, or removal of an existing structure has been substantially begun preparatory for new construction, such excavation, demolition, or removal shall be deemed to be actual construction provided that work shall be continuously involved. Fill and the installation of drainage facilities shall be considered a part of construction.~~

~~**CONSTRUCTION AND DEMOLITION MATERIAL.** Construction and demolition debris is different in character from other solid wastes. This debris is "clean debris" which is virtually inert, not water soluble, not a pollution threat and not hazardous in nature, and includes steel, glass, brick, concrete, roofing material, pipe, wall board, lumber, clearing debris and other such materials as defined, and pursuant to a permit issued by the Florida Department of Environmental Protection.~~

~~**CONVENIENCE GOODS.** Foodstuffs, drugs, cosmetics, and incidental household and/or personal articles which are normally purchased and expended on a day-by-day or week-by-week basis.~~

~~**CONVENIENCE STORE.** An establishment limited to the sale of convenience goods and not exceeding a gross floor area of five thousand (5,000) square feet.~~

~~**CONVERSION AREA.** Areas designated by the City Comprehensive Plan as being suitable for conversion from single-family residential use to nonresidential use. The "City of Port St. Lucie Land Use Conversion Manual" establishes land assembly requirements for the conversion of single-family residential lots to nonresidential use. The "City of Port St. Lucie Land Use Conversion Manual" is hereby adopted by reference as a part of this chapter.~~

~~**COUNTRY CLUB.** A club for social life and recreation, with use restricted to its members and their personal guests.~~

~~**CUL-DE-SAC.** A street, not exceeding one thousand (1,000) feet in length, with only a single means of ingress and egress and having a turnaround loop at the end, or a "T" type turnaround area.~~

~~**DAY CARE CENTER.** An establishment where five or more persons, other than the members of the family occupying the premises, are cared for during daytime hours only, and expressly excluding overnight care. The term includes a day nursery, kindergarten, adult day care service, day care agency, nursery school, or play school.~~

~~**DENSITY, GROSS.** The number of dwelling units located on an area of land, divided by the entire area of the development, including lots, portions of property which are proposed to be streets, utilities principally supporting the residential use, and recreational facilities for the use of on-site residents. Excluded from the land area to be used in calculating gross density are nonresidential uses and aquatic areas.~~

~~**DEVELOPER.** Any person, including a governmental agency, undertaking any development as defined in this chapter.~~

~~**DEVELOPMENT.** The division of a parcel of land into two (2) or more parcels; the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any structure; any mining, excavation, landfill, or land disturbance; and any use or extension of the use of land.~~

~~**DOMESTIC ANIMAL.** Dogs, cats, or other animals which are required to obtain a rabies vaccination and are kept primarily for pleasure rather than utility, and that primarily and customarily live within the confines of an owner's home as further defined in section 92.01 and restricted in number per section 158.229, Domestic Animal Restrictions.~~

~~**DRIVE-THROUGH SERVICE.** A structure in which a customer is permitted or encouraged to, either by design or physical facilities or by service or packaging, to enter into the service area when seated in a motor vehicle.~~

~~**DWELLING, SINGLE-FAMILY.** A building containing only one (1) dwelling unit and occupied or intended to be occupied exclusively by one (1) family. The term shall include modular housing and residential design manufactured housing, but shall not be construed as including a mobile home, travel trailer, housing mounted on a self-propelled or drawn vehicle, tent, or other form of temporary or portable housing.~~

~~**DWELLING, SINGLE-FAMILY (ZERO LOT LINE OR CLUSTER).** A single-family dwelling designed and located as part of an approved planned complex where all dwellings are placed at or near a lot line, or are otherwise arranged in clustered groups so as to create compensating open space for the use and enjoyment of residents.~~

~~**DWELLING, MULTIPLE-FAMILY.** A building containing two (2) or more dwelling units.~~

~~**DWELLING, TOWNHOUSE.** A narrow, single-family dwelling unit which normally occupies the entire width of its lot, having its open yard space to the front and rear, and which is attached on one (1) or both sides to a similar unit or units, all of which are located on individually platted lots as part of a subdivided group development.~~

~~**DWELLING UNIT.** A room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease, and physically separated from any other rooms or dwelling units which may be in the same structure, and containing sleeping facilities and one (1) kitchen.~~

~~**ENCLOSED ASSEMBLY AREA.** Any enclosed area, building or structure where people assemble for a common purpose, such as social, civic, cultural, recreational and/or religious purposes, whether owned and/or maintained by a for-profit or not-for-profit entity, and includes, but is not limited to, public assembly buildings such as auditoriums, theaters, halls, private clubs and fraternal lodges, assembly halls, exhibition halls, convention centers, and places of worship, or other areas, buildings or structures that are used for religious purposes or assembly by persons. Day care centers will be considered an enclosed assembly area.~~

~~**ESSENTIAL SERVICES.** Public utility facilities either underground or overhead and related to the transmission or distribution systems of water, sanitary or storm sewerage (including treatment plants), telephone cable, gas, electricity, television cable, and public safety, including poles, wires, mains, hydrants, drains, sewer lift stations, pipes, conduits, police or fire call boxes, warning sirens, traffic signals, and other similar equipment necessary for the furnishing of adequate service.~~

~~**FACILITY-BASED DAY TREATMENT PROGRAM.** A facility for youth who are placed on probation in a non-residential commitment program and youths~~

~~participating in post commitment probation services consisting of group counseling, and academic programs.~~

~~**FAMILY.** One (1) or more persons related by blood, adoption, or marriage or no more than two (2) unrelated persons occupying the whole of a dwelling unit as a single housekeeping unit.~~

~~**FAMILY DAY CARE HOME.** An occupied residence in which child care is regularly provided for children and which received a payment fee or grant for any of the children receiving care, whether or not operated for profit. A family day care home shall be licensed or registered as required by the State. A family day care home shall be allowed to provide care for one (1) of the following groups of children:~~

1. ~~A family day care home may care for a maximum of five (5) preschool children from more than one (1) unrelated family and a maximum of five (5) elementary school siblings of the preschool children in care after school hours. The maximum number of five (5) preschool children includes preschool children in the home and preschool children received for day care who are not related to the resident caregiver. The total number of children (related or unrelated) to the caregiver in the home may not exceed ten (10).~~

2. ~~A family day care home may care for a maximum of five (5) preschool children from more than one (1) unrelated family, a maximum of three (3) elementary school siblings of the preschool children in care after school hours, and a maximum of two (2) elementary school children unrelated to the preschool children in care after school hours. The maximum number of five (5) preschool children included preschool children in the home and preschool children received for day care who are not related to the resident caregiver. The total number of children (related or unrelated to the caregiver) in the home may not exceed ten (10).~~

3. ~~A family day care home may care for a maximum number of seven (7) elementary school children from more than one (1) unrelated family in care after school hours. Preschool children shall not be in care in the home. The total number of elementary school children (related or unrelated to the caregiver) in the home may not exceed seven (7).~~

~~**FARM ANIMALS.** Any horse, goat, swine cattle, sheep, mule, bee, fowl, except those listed as domestic pets in this chapter.~~

~~**FENCE.** A freestanding structure, designed and intended to serve as a barrier or as a means of enclosing a structure, yard, or other area, or to serve as a boundary feature separating two (2) or more properties.~~

~~**FINE ARTS STUDIO.** A studio for teaching or displaying any form of fine arts or performing arts. Fine arts will include both visual and performing art forms, such as painting, sculpture, installation, dance, and theatre.~~

~~**FOOD PROCESSING FACILITY.** A commercial establishment in which food is processed or otherwise prepared for human consumption but not consumed or sold at retail on the premises.~~

~~**FOSTER CARE HOME.** A facility certified by the State of Florida, whether operated for profit or not, providing housing and collective care and sustenance for no more than five (5) adults or children on a 24-hour basis who are unrelated by blood, adoption, or marriage.~~

~~**FRONTAGE.** Lineal distance of a lot measured along abutting public or private rights-of-way or a common surface parking lot. For purposes of determining frontage on corner lots, radial measurements shall not be included. The front yard shall be the portion of the lot with a primary entrance to the house.~~

~~**GOLF COURSE.** A golf facility capable of being classified as a regulation, executive, or par 3 course, comprised of one (1) or more increments of nine (9) holes, and occupying a minimum of twenty (20) acres per nine-hole increment.~~

~~**GOLF COURSE, MINIATURE.** A putt-putt or pitch'n putt golf recreation facility or any like facility not meeting the requirements of a golf course as herein defined.~~

~~**GOLF DRIVING RANGE.** A tract of land or water improved with tees for practicing golf.~~

~~**GROSS FLOOR AREA.** The sum of the gross horizontal areas of the several floors of a building, measured from the exterior walls, or from the centerline of a wall separating two (2) buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six (6) feet.~~

~~**GROUND AREA.** That portion of a lot covered by buildings.~~

~~**GROUP CARE HOME.** A facility or dwelling unit licensed by or registered with the State housing persons unrelated by blood, adoption, or marriage, and operating as a single housekeeping unit under a common housekeeping management plan based on an internally structured relationship-providing organization.~~

~~**GUEST HOUSE.** A dwelling unit in a building separate from and in addition to the main residential building on a lot, intended for intermittent or temporary occupancy by a nonpaying guest. However, those quarters shall not be rented or otherwise used as a separate dwelling.~~

~~**HOME OCCUPATION.** An occupation for gain or support conducted entirely within a dwelling unit, as herein defined, by the occupant residing therein, which occupation is clearly subordinate and incidental to the use of the dwelling as a place of residence, and which complies with all provisions of subsection 158.217(F).~~

~~**HOSPITAL.** A building or group of buildings having facilities for overnight care of one (1) or more human patients, providing services to in-patients and medical care to the sick and injured, and which may include as related facilities laboratories, outpatient services, heliport, training facilities, central service facilities, and staff facilities. However, any said related facility or service shall be clearly incidental and subordinate to the principal hospital use and operation.~~

~~**HOTEL** or **MOTEL.** A building or group of buildings, with or without kitchenettes, in which sleeping accommodations are offered to the public and intended primarily for rental to transients with daily charge, as distinguished from multiple-family dwellings and rooming or boarding houses, where rentals are for periods of a week or longer and occupancy is generally by residence rather than transience.~~

~~**IMPERVIOUS SURFACE.** All surface area of a lot or parcel, including portions occupied by buildings or structures, where surface drainage waters are unable to freely percolate downward through the natural soils.~~

~~**JUNKYARD, SALVAGE YARD,** or **RECYCLING CENTER.** A place, structure, or lot where junk, waste, discarded, salvaged or similar materials such as automobiles, appliances, old metal, wood, slush, lumber, glass, paper, rags, cloth, bagging, cordage, barrels, containers, and the like are brought, bought, sold, exchanged, baled, packed, disassembled, stored, or handled, including used lumber and building material yards, house wrecking yards, heavy equipment, wrecking yards, and yards or places for the storage, sale, or handling of salvaged house wrecking or structural steel materials.~~

~~**KENNEL.** An establishment where six (6) or more domesticated animals more than six (6) months old are housed, bred, or trained.~~

~~**KITCHENETTE.** A small kitchen or a small recessed section of a room principally used or designed for cooking or preparation of food, (i.e., a stove, refrigerator, microwave, etc.) and typically smaller in size than a kitchen found in a single family residence.~~

~~**LAND USE.** The development activity or use that has occurred on the land or the development that is proposed by a developer of land.~~

~~**LIVING AREA.** The enclosed area of a dwelling unit which may be heated or air-conditioned, and excluding garages, carports, porches, and breezeways. A "living area" shall be measured from the exterior faces of the exterior walls excluding any exterior attachment.~~

~~**LOT.** Unless given other meaning within the context of a specific provision of this chapter, the word "lot" shall mean a parcel of land of at least sufficient size to meet minimum zoning requirements for use, coverage, width, and area, and to provide yards and other open spaces as are herein required. A lot may consist of:~~

~~1. A single lot of record;~~

~~2. A combination of complete lots of records, or complete lots of record and portions of lots of record; or~~

~~3. A parcel of land described by metes and bounds.~~

~~**LOT DEPTH.** The distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.~~

~~**LOT, NONCONFORMING.** A land parcel, however constituted, which does not meet all minimum zoning requirements as set forth within the definition of "lot."~~

~~**LOT OF RECORD.** Land designated as a separate and distinct parcel on a legally recorded subdivision plan.~~

~~**LOT WIDTH.** The distance between side lot lines measured on the front building line.~~

~~**MANUFACTURED HOUSE.** A single-family dwelling which is factory-constructed in its entirety in units or components, and then placed or assembled on a building site, and which has been determined to be constructed in compliance with the Federal Manufactured Home Construction and Safety Standards Act. Manufactured houses are further described as being of either residential design or standard design.~~

~~1. Residential design manufactured housing has the following characteristics:~~

~~a. **Minimum Width of Main Body.** Minimum width of the main body of the residential design manufactured housing as located on the site shall not be less than twenty (20) feet, as measured across the narrowest portion. This is not intended to prohibit the offsetting of portions of the house.~~

~~b. **Minimum Roof Pitch, Minimum Roof Overhang and Roofing Materials.** Minimum pitch of the main roof shall not be less than one (1) foot to rise for each four (4) feet of horizontal run and the minimum roof overhang shall be one (1) foot. In cases where site-built housing generally has been constructed in adjacent or nearby locations with roof pitches less than 1:4 and/or roof overhang of less than one (1) foot, then the residential design manufactured house may have less roof pitch and overhang, similar to the site-built houses. In general, any roofing material other than built-up~~

~~composition roof, may be used which is generally used for site-built houses in adjacent or nearby locations.~~

~~c. **Exterior Finish and Light Reflection.** Any material may be used for exterior finish which is generally acceptable for site-built housing which has been constructed in adjacent or nearby locations; provided, however, that reflection for such exterior shall not be greater than from siding coated with clean white gloss exterior enamel.~~

~~d. **Approved Foundations Required in Residential Districts.** Where approval of homes or model plans does not include approval of type of foundation, no residential design manufactured house shall be placed or occupied for residential use on a site in a residential district until such foundation plans have been submitted and approved by the building official as to the appearance and durability of the proposed foundation and whether it is acceptably similar or compatible in appearance to foundations of residences built on adjacent or nearby sites.~~

~~e. **Site Orientation.** Residential design manufactured houses shall be placed on lots in such a manner as to be compatible with and reasonably similar in orientation to the site built housing which has been constructed in adjacent or nearby locations.~~

~~2. Standard design manufactured houses are manufactured houses certified as meeting the HUD Code, but not meeting the residential design standards contained herein.~~

~~**MARINA.** An establishment with a waterfront location providing for the refueling and/or in-water storage of watercraft used for recreational and noncommercial purposes, and including minor repair services for such craft not involving removal of watercraft from the water or removal of inboard or outboard engine from the watercraft.~~

~~**MINING** or **EXCAVATION.** The removal of mineral resources or any earth material in excess of one hundred (100) cubic yards from its natural position upon a lot to another site, other than incidental excavation directly related to foundation preparation for an approved building, structure, or surface drainage.~~

~~**MOBILE HOME.**~~

~~1. A detached unit with all the following characteristics:~~

~~a. Designed for long-term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems;~~

~~b. Designed for transportation after fabrication on streets and highways on its own wheels or on a flatbed or other trailer;~~

~~c. Arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities, and the like; and~~

~~d. Built prior to the enactment of the Manufactured Home Construction and Safety Standards Act.~~

~~2. A recreational vehicle is not to be considered as a mobile home.~~

~~**MOBILE HOME PARK.** A lot or parcel developed in accordance with the requirements of this chapter and maintained under single ownership, where designated sites are offered for rent or lease for the placement and/or occupancy of mobile homes as dwelling units.~~

~~**MODULAR HOUSE.** A single-family dwelling which is factory-constructed in its entirety, in units or components, and then placed or assembled on a building site, and which has been approved by the Department of Community Affairs of the State of Florida, or its successor agency.~~

~~**MOTOR HOTEL, MOTOR LODGE.** See "hotel or motel."~~

~~**MUSIC RECORDING STUDIOS.** A facility for sound recording and mixing.~~

~~**NONCONFORMING STRUCTURE, USE OF LAND, USE OF LAND AND STRUCTURE, AND THE LIKE.** See sections 158.275 through 158.286.~~

~~**NURSING OR CONVALESCENT HOME.** An extended or intermediate care facility which provides continuous personal care or nursing for three (3) or more persons not related by blood or marriage to the operator who by reason of illness, physical or mental infirmity, or advanced age are unable to care for themselves.~~

~~**OCCUPANCY.** The residing of an individual or individuals overnight in a dwelling unit, or the installation, storage or use of equipment, merchandise, or machinery in any public, commercial, or industrial building.~~

~~**OFFICE, BUSINESS.** An office for such activities as real estate, agencies, advertising agencies (but not sign shops), insurance agencies, travel agencies and ticket sales, chamber of commerce, credit bureaus, finance companies, abstract and title agencies or insurance companies, stockbrokers, and the like (but not including banking institutions). It is characteristic of a business office that retail or wholesale goods are not shown to or delivered from the premises to a customer.~~

~~**OFFICE, PROFESSIONAL.** An office for the use of persons generally classified as professionals, such as architects, engineers, attorneys, accountants, doctors, dentists, veterinarians (but not including boarding of animals on the premises), psychiatrists, psychologists, and the like.~~

~~**OFF-STREET PARKING.** Any area except public or private right-of-way used for the purpose of parking, storing or display of vehicles, boats, trailers and mobile homes, including car lots, but not including parking structures or garages.~~

~~**OPEN SPACE.** Land devoid of any structures or buildings except for minor pavilions, landscape structures, or terraces, and designed and maintained for recreation or leisure-time enjoyment, buffer areas, drainage, or conservation.~~

~~**OVERLAY ZONING DESIGN STANDARDS.** Site design and architectural design standards applied to new development and redevelopment in designated areas, adopted by reference and contained in the "City of Port St. Lucie Design Standards" manual.~~

~~**PAIN MANAGEMENT CLINIC.** Is defined as specified in § 458.3265(1)(a), Florida Statutes (2010), as may be amended from time to time, and includes a privately owned pain-management clinic, facility, or office, which advertises in any medium for any type of pain management services, or employs a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications; a physician is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications for the treatment of chronic nonmalignant pain. Chronic nonmalignant pain is pain unrelated to cancer which persists beyond the usual course of the disease or the injury that is the cause of the pain for more than ninety (90) days after surgery.~~

~~The definition shall not include any of the following:~~

~~1. A clinic licensed as a facility pursuant to chapter 395;~~

~~2. The majority of the physicians who provide services in the clinic primarily provide surgical services;~~

~~3. The clinic is owned by a publicly held corporation whose shares are traded on a national exchange or on the over-the-counter market and whose total assets at the end of the corporation's most recent fiscal quarter exceeded fifty million dollars ($50,000,000.00);~~

~~4. The clinic is affiliated with an accredited medical school at which training is provided for medical students, residents, or fellows;~~

~~5. The clinic does not prescribe or dispense controlled substances for the treatment of pain: or~~

~~6. The clinic is owned by a corporate entity exempt from federal taxation under 26 U.S.C. Section 510(c)(3).~~

~~**PARKING LOT.** An off-street, ground level area, usually surfaced and improved, used or intended to be used for the parking of motor vehicles.~~

~~**PERSON.** An individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two (2) or more persons having a joint or common interest, or any other legal entity.~~

~~**PERSONAL SERVICE USE.** A use intended primarily to provide direct and personal service to its customers, including such uses as barber shops, beauty shops, tailors, shoe repair shops, laundry pick-up stations, watch repair shops, and the like.~~

~~**PHARMACY** means the same as the definition in § 465.003(11)(a), Florida Statutes (2010), as may be amended from time to time, and includes community pharmacy, internet pharmacy, and special pharmacy, but does not include institutional pharmacy or nuclear pharmacy, as each of those terms are used in that section.~~

~~**PRINCIPAL USE.** The primary use of any lot or land parcel, with other use or uses thereon being clearly of a secondary or accessory nature.~~

~~**PUBLIC FACILITY OR USE.** Any building or open area publicly owned and operated for the purpose of providing public services.~~

~~**PUBLIC UTILITY FACILITY.** A facility which provides initial generation or major treatment, storage, or distribution with respect to a public utility such as water supply, sewer, gas, telephone, and electricity, but not including wireless communication antennas and towers.~~

~~**RECREATIONAL AMUSEMENT FACILITY.** A place designed and equipped for the conduct of sports, leisure time, fitness recreational activities, including sports instruction schools.~~

~~**RECREATIONAL VEHICLE PARK.** A lot or parcel designed and developed in accordance with the requirements of this chapter and maintained under single ownership, where designated sites are offered for rent, lease or sale for the temporary placement of recreational vehicles to be utilized for sleeping or eating in conjunction with recreation and/or vacation purposes. RV parks are restricted to temporary occupancy of any individual unit of no more than six (6) months.~~

~~**RECREATION VEHICLES.** Any vehicle-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own mode of power or is mounted on or propelled by another vehicle. The word recreational vehicle includes camper, travel trailer, truck camper, and motor homes.~~

~~**RESTAURANT.** An establishment where food is ordered from a menu, prepared and served for pay primarily for consumption on the premises in a~~

~~completely enclosed room under roof of the main structure, or in an interior court. A cafeteria shall be deemed a restaurant for purposes of this chapter.~~

~~**RESTAURANT, DRIVE-IN.** A restaurant offering the service of food and/or beverage to a patron or patrons remaining in a vehicle. In addition, a restaurant which provides outdoor eating facilities accessible to patrons other than from within a building, or which dispenses food to patrons through a take-out window, shall be considered a drive-in restaurant.~~

~~**RETAIL BUSINESS.** An establishment where goods are displayed and offered for purchase directly by the intended consumer or user of those goods.~~

~~**SELF-SERVICE STORAGE FACILITY.** An enclosed storage facility of a commercial nature containing independent, fully enclosed bays which are leased to persons exclusively for dead storage of their household goods and/or personal property.~~

~~**SERVICE AND REPAIR FACILITY.** An establishment whose primary function is to provide service and/or repairs upon personal, household, or small commercial equipment, but excluding automotive or vehicle repair.~~

~~**SERVICE STATION.** An establishment utilized principally for the business of fueling and lubricating motor vehicles and for performances of incidental service to motor vehicles such as handwashing, cleaning, polishing, tire changing and repair, battery recharging and replacement, minor repairs and tune-ups, and including the sale of tires, batteries, incidental parts, and accessories. Service permissible in a service station shall not include major mechanical and body work, straightening of frames or body parts, steam cleaning, painting, welding, storage of automobiles not in operating condition, operation of a commercial parking lot or a commercial garage as an accessory use, or other characteristics to an extent greater than normally found in such stations; any establishment performing those services shall be deemed to be an auto repair shop or garage.~~

~~**SEMI-PUBLIC FACILITY OR USE.** Any building or open area privately owned and operated for the purpose of providing public services, but not including wireless communication antennas and towers.~~

~~**SETBACK LINE, BUILDING.** An imaginary line running parallel to a front, side, or rear property line and establishing the rear edge of a yard or open area in which no building, structure, or use may be placed or established, unless otherwise permitted herein. For irregular shaped lots, the zoning administrator may interpret from where the setback line is to be measured.~~

~~**SHOPPING CENTER.** Two (2) or more commercial establishments which are planned, constructed, and operated under unified control.~~

~~**SOLAR ACCESS.** The access of a solar energy system to direct sunlight~~

~~**SOLAR ENERGY SYSTEM.** Any device or combination of devices or elements which rely upon direct sunlight as an energy source, including but not limited to any substance or device which collects sunlight for use in the heating or cooling of a structure or building, the heating or pumping of water, or the generation of electricity. A solar energy system may be used for purposes in addition to the collection of solar energy. These uses include, but are not limited to, serving as a structural member or part of the roof of a building or structure and serving as a window or wall. A solar energy system may be mounted on the building or on the ground and is not the principal use of the property.~~

~~**SOLAR GENERATION STATION.** An energy generation facility comprised of one or more freestanding, ground mounted devices that capture solar energy and convert it to electrical energy for use in locations other than where it is generated. Solar generation stations typically utilize photovoltaic solar cells, but can also be combinations of light reflectors, concentrators, and heat exchangers. A solar generation station is also known as a solar power plant, solar generation plant solar farm, solar power plant or solar thermal power plant.~~

~~**SPECIAL EXCEPTION USE.** Any use so designated within section 158.260, which use shall be subject to review and approval in accordance with the requirements of this chapter for the particular lot or parcel involved. The Planning and Zoning Board, in reviewing any use proposed for development, shall have the authority to deny the use for location and operation on a specific lot or parcel and may establish such additional safeguards and conditions as it deems appropriate for the development and operation of any use it may approve.~~

~~**STREET.** A public or approved private thoroughfare which affords the principal means of access to abutting property. "Street" includes a lane, way, place, drive, boulevard, road, avenue, alley, or other means of ingress or egress, regardless of the descriptive term used.~~

~~**STREET, APPROVED PRIVATE.** A private thoroughfare which affords the principal means of access to abutting property and which has been specifically approved for access by official action of the City Council, but the maintenance and upkeep of which remains the responsibility of the owner of record.~~

~~**STREET, ARTERIAL.** Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. Arterial streets and highways are intended to serve moderate to large traffic volumes traveling relatively long distances. Requirements for speed and level of service are usually quite high. Access to arterials should be well-controlled and, in general, limited to collector streets or highways.~~

~~**STREET, COLLECTOR.** Any street or thoroughfare so designated by official action of the City Council or designated as such within the Comprehensive Plan. "Collectors" are intended to serve as the connecting link for local streets and highways and to provide intra-neighborhood transportation. The traffic characteristics generally consist of relatively short trip lengths and moderate~~

~~speeds and volumes. Access to collectors should be restricted to local streets and highways and major traffic generators. "Collectors" should penetrate neighborhoods without forming a continuous network, thus discouraging through traffic which is better served by arterials.~~

~~**STREET, LOCAL.** Any street not designated as a collector or arterial street. The primary function of a local street or highway is to serve the adjacent property by providing the initial access to the highway network. These facilities are characterized by short trip lengths, low speeds, and small traffic volumes. The design of the network should be directed toward eliminating through traffic from these facilities.~~

~~**STRUCTURAL ALTERATION.** Any change, alteration, or addition to a building or structure which involves bearing walls or supporting members.~~

~~**STRUCTURE.** Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground.~~

~~**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.~~

~~**SUBSTANTIAL IMPROVEMENT.** Any extension, repair, reconstruction, or other improvement of a property, the cost of which equals or exceeds fifty (50) percent of the fair market value either before the improvement is started or, if the property has been damaged and is being restored, before the damage occurred.~~

~~**TEMPORARY USE.** A use, other than an accessory use, that does not involve the construction or alteration of any permanent structure and that is established for a fixed period of time with the intent to discontinue such use upon the expiration of the established time period.~~

~~**USE.** The purpose for which land or water or a structure thereon is designated, arranged, or intended to be occupied or utilized or for which it is occupied or maintained. The use of land or water in the various zoning districts is governed by this chapter.~~

~~**USE OF LAND OR WATER.** Includes use of land, water surface, and land under water to the extent covered by zoning districts, and over which the City has jurisdiction.~~

~~**VARIANCE.** A relaxation of the terms of this zoning code where a variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the petitioner or applicant, a literal enforcement of the requirements of this chapter would result in unnecessary and undue hardship on the land. A "variance" is authorized only for height, area, and size of structure or size of yards in open spaces.~~

~~**VETERINARY HOSPITAL OR CLINIC.** Any structure or premises used primarily and essentially for the medical and surgical care of ill, disabled, or injured animals.~~

~~**WHOLESALE TRADE.** Establishments or places of business primarily engaged in selling merchandise to retailers; to industrial, commercial, institutional or professional business users, or to other wholesalers; or acting as agents or brokers and buying merchandise for such individuals or companies.~~

~~**WIRELESS COMMUNICATION ANTENNAS.** An antenna designed to transmit or receive communications as authorized by the Federal Communications Commission.~~

~~**WIRELESS COMMUNICATION TOWERS.**~~

~~1. A structure or ground-mounted tower which:~~

~~a. Is greater than thirty-five (35) feet in height, as measured from the base of the structure as provided in subsection 158.213(M)(2);~~

~~b. Does not exceed three hundred (300) feet in height (including antenna); and~~

~~c. Is principally intended to support communication (transmission or receiving) equipment for radio, TV, microwave, cellular, and similar communication purposes.~~

~~2. The term "communication tower" shall not include amateur radio operators equipment licensed by the Federal Communications Commission (FCC). Communication towers are generally described as either monopole (free-standing), guyed (anchored with guy wires), or self-supporting (square, triangular, or pyramidal in plan view and constructed of steel lattice, tubular steel, reinforced concrete, or wood).~~

~~**YARD.**~~

~~1. A required open space which is unobstructed from the ground upward except as otherwise allowed in this chapter, and except for fences, poles, posts, permitted signs, children's play equipment, other customary yard accessories, driveways, ornaments, statuary, and furniture which will not violate height limitations and requirements limiting obstruction of visibility.~~

~~2. The depth of any yard shall be measured at right angles to the appropriate lot line so that the yard established is a strip the minimum depth required by district regulations.~~

~~**YARD, FRONT.** A yard extending between side lot lines across the front of a lot adjoining a street; except that on lots fronting on more than one (1) street, the front yard will be determined by the zoning administrator based on the location of~~

~~any abutting arterial or collector streets, the prevailing patterns and the lot depth requirements of the zone.~~

~~**YARD, REAR.** A yard extending across the rear of the lot between side yards. The rear yard shall be at the opposite end of the lot from the front yard, unless otherwise specified by the zoning administrator.~~

~~**YARD, SIDE.** A yard extending from the interior (rear) line of the front yard to the rear lot line along any side lot line.~~

~~**YARD, SPECIAL.** A yard so placed or oriented that neither the term side yard nor the term rear yard clearly applies. In those cases, the zoning administrator shall require a yard with minimum dimensions as generally required for a side yard or rear yard in the district, determining which shall apply by the relation of the portion of the lot on which the yard is located to the adjoining lot or lots, with due regard to the orientation and location of structures and buildable areas thereon.~~

~~**ZONING ADMINISTRATOR.** See section 158.350.~~

~~**ZONING DISTRICT.** Any of the designated districts established within section 158.020, for which delineation may be shown on the zoning map and for which specific regulations and requirements are included herein.~~

~~**ZONING MAP.** The official map described within subsection 158.022(A), upon which the delineations of the several zoning districts are shown for locations within the City.~~

1. ~~**General.** For the purpose of this chapter, certain terms or words are hereinafter defined. This chapter shall be construed liberally to effect the purposes thereof, and the rules of this section shall be observed except when the context clearly requires otherwise:~~

   a. ~~**Includes.** Shall not limit a term to the specific examples, but is intended to extend its meaning to all other instances or circumstances of like kind or character.~~

   b. ~~**Land.** Includes water surface and land under water.~~

   c. ~~**Lot.** Includes~~ plot, parcel, and tract.

   d. ~~**Structure.** Includes the word "building" as well as other things constructed or erected on the ground, attached to something having location on the ground, or requiring construction or erection on the ground.~~

   e. ~~**Used and Occupied.** Include the words "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," and~~ "intended to be used or occupied."

§ 158.007—158.019. Reserved.

ARTICLE II. ZONING DISTRICTS; ZONING MAP

§ 158.020. Zoning Districts.

(A) For the purpose of this chapter, the following classifications of zoning districts are hereby established for use within the City:

GU	General Use Zoning District
RE	Estate Residential Zoning District
RS-1	Single-Family Residential Zoning District
RS-2	Single-Family Residential Zoning District
RS-3	Single-Family Residential Zoning District
RM-5	Multiple Family Residential Zoning District
RM-8	Multiple Family Residential Zoning District
RM-11	Multiple Family Residential Zoning District
RM-15	Multiple Family Residential Zoning District
RMH	Mobile Home Residential Zoning District
OSR	Open Space-Recreational Zoning District
OSC	Open Space-Conservation Zoning District
I	Institutional Zoning District
P	Professional Zoning District
CN	Neighborhood Commercial Zoning District
CG	General Commercial Zoning District
CH	Highway Commercial Zoning District
CS	Service Commercial Zoning District
WI	Warehouse Industrial Zoning District
IN	Industrial Zoning District
U	Utility Zoning District
PUD	Planned Unit Development Zoning District
MPUD	Master Planned Unit Development Zoning District
LMD	Limited Mixed District

(B) The zoning ordinance was amended and updated in 1999 to implement the City's revised Comprehensive Plan and for consolidation of similar zoning districts. The following districts have been removed and consolidated and are no longer a part of the Code. Properties with these designations as of adoption of these revisions in 1999 are considered legal nonconforming uses with regards to use and development standards as previously applied provided they have received a final local development order for that use prior to the effective date of these amendments.

RR	Rural Residential Zoning District
CSC	Shopping Center Commercial Zoning District
CR	Resort Commercial Zoning District
FI	Flexible Industrial Zoning District
HI	Heavy Industrial Zoning District

§ 158.021. Interpretation of Zoning District Boundaries.

The location of any zoning district boundaries shown on the zoning map shall be determined by the following rules:

(A) Zoning district boundary lines are intended to follow center lines of streets or alleys, street, or railroad rights-of-way, or water courses, or to be parallel or perpendicular thereto, unless the zoning district boundary lines are fixed by dimensions shown on the zoning map.

(B) Where zoning district boundaries approximately follow platted lot lines on the zoning map, those lot lines shall be construed to be the boundaries.

(C) Where zoning district boundaries approximately follow City corporate limits, those limits shall be construed to be the boundaries.

(D) Where zoning district boundaries approximately follow section lines or subsection lines, those lines shall be construed to be the boundaries.

(E) Where the foregoing rules cannot be applied to a zoning district boundary traversing unsubdivided property, or where a zoning district boundary divides a platted lot, the location of any boundary shall be determined by dimensions as may be shown upon the zoning map or by use of the scale shown upon the map.

(F) If, after the application of the foregoing rules, uncertainty exists as to the exact location of a zoning district boundary, the zoning administrator shall interpret and determine the location in accordance with the intent and purpose of this chapter. Appeal from the interpretation of the zoning administrator shall be only to the Board of Zoning Appeals in accordance with procedures prescribed in sections 158.335 through 158.341.

§158.022. Zoning Map; Established and Adopted; Certification.

(A) Establishment of Zoning Map. The locations and boundaries of zoning districts established within the City shall be shown on a map entitled "City of Port St. Lucie, St. Lucie County, Florida Official Zoning Map," and that map may be amended subsequent to the adoption thereof; and the map, together with all notations, dimension, designations, references, and other data shown thereon, is hereby adopted and made a part of this chapter and the City of Port St. Land Development Regulations to the same extent as if the information set forth on the map were fully described and incorporated herein.

(B) Zoning Map Adopted. The City zoning map containing the entire municipal area of the city, together with all prior ordinances as same are shown and designated upon the map by zoning classification as set forth in this chapter, together with amendments thereto, is hereby officially adopted.

~~(C) Certification of Zoning Map. The zoning map shall be identified by the signature of the mayor of the city, attested to by the City clerk, and bearing the seal of the City with the following words: "This is to certify that this is the Official Zoning Map~~

~~referred to in § 158.022(A) of the Zoning Ordinance of the City of Port St. Lucie, Florida," together with the date of the adoption of this chapter.~~

§ 158.023. ~~Replacement of Official Zoning Map~~ Location And Maintenance

Location and maintenance. The official zoning map shall be located in the Planning and Zoning Department and maintained in a published version and format as determined by the department.

~~If the official zoning map becomes damaged, lost, destroyed, or difficult to interpret by reason of the nature or number of changes, the City Council may by resolution adopt a new official zoning map, which shall supersede the prior official zoning map. The new official zoning map may correct drafting or other errors or omissions in the proper official zoning map, but no correction shall have the effect of amending the original official zoning map. If, in the process of adopting the replacement official zoning map, district boundaries are changed or altered, then action in regard to the change of district boundaries shall be taken only in the form of an amendment to this chapter. The new official zoning map shall be authenticated as for the original, with wording to the following effect: "This is to certify that this Official Zoning Map replaces the Official Zoning Map adopted December 9, 1977, as part of Ordinance Number 76-1 of the City of Port St. Lucie, Florida." Unless the prior official zoning map has been lost or has been totally destroyed, the prior map or significant parts thereof remaining shall be preserved as a public record, together with all available records pertaining to its adoption or amendment.~~

§ 158.024. Changes in District Boundaries.

The official zoning map may be amended as provided in article XVI of this chapter. If, in accordance with the provisions of this chapter and applicable provisions of State law, changes are made in district boundaries or other matter portrayed on the official zoning map, these changes shall be entered promptly on the official zoning map after the amendment has been approved by the City Council; the official zoning map shall contain a listing of the identification numbers and dates of approval of all ordinances involving changes of district boundaries or other matter portrayed on the official zoning map. No amendment to this chapter which involves matter portrayed upon the official zoning map shall become effective until established as prescribed by law.

§158.025. Unauthorized Changes Prohibited.

No change of any nature shall be made in the official zoning map or any matter shown thereon except in conformity with the procedures set out in this chapter. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this chapter and punishable as provided by section 158.999.

§158.026. Final Authority as to Current Zoning Status.

Regardless of the existence of purported copies of the zoning map which may from time to time be made or published, the official zoning map which shall be located in the office of the Zoning Administrator shall be the final authority as to the current zoning status of all lands and waters within the City.

§158.027—158.039. Reserved.

ARTICLE III. APPLICATION OF ZONING DISTRICT REGULATIONS

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§ 158.040. Regulations Apply Uniformly within Districts.

The regulations set forth herein for each zoning district shall apply uniformly to all lands and water within the district and to each class or kind of structure, use, or occupancy permitted within the district.

§ 158.041. Only Listed Uses Permitted.

Only those uses or classes of uses specifically listed as being permitted within a zoning district shall be permitted in that zoning district, and only in accordance with any stipulated provisions. Unless otherwise stated herein, it is the intent of this chapter that any use or class of use not specifically listed as permitted shall be expressly prohibited.

§ 158.042. Only One Principal Building, Structure, or Use Upon Lots in Single-Family Residential Zoning Districts.

Each building, structure, or use erected or established shall be located upon a lot as herein defined and, except as may be herein specifically provided, there shall be no more than one (1) principal building, structure, or use upon any lot.

§ 158.043. Minimum or Maximum Limitations.

In the interpretation and application of the regulations set forth herein, they shall be held to be the minimum or maximum limitations, as the case may be, which are necessary to carry out the purpose of this chapter. It is not the intent of this chapter to interfere with, abrogate, annul, or otherwise affect in any manner whatsoever any easements, covenants, or other agreements between parties, or any other public law, ordinance, rule, regulation, or permit. However, whenever the provisions and regulations of this chapter are more restrictive than those of the private agreements or public requirements, the provisions and regulations of this chapter shall govern.

§ 158.044. Zoning Affects Height of Structures, Population Density, Lot Coverage, Yards, and Open Spaces.

No building or structure shall hereafter be erected or altered in any manner contrary to the provisions of this chapter, and especially:

(A) To exceed height, bulk, or floor area;

(B) To provide a greater number of dwelling units or less lot area per dwelling unit;

(C) To occupy a smaller lot;

(D) To occupy a greater percentage of lot area;

(E) To provide narrower or smaller yards, courts, or other open spaces; or

(F) To provide lesser separation between buildings or structures or portions of buildings or structures.

§ 158.045. Multiple Use of Required Space Prohibited.

No part of a required yard or other required open space, or required off-street parking space or off-street loading space provided in connection with one (1) building, structure, or use shall be included as meeting the requirements for any other building, structure, or use, except where specific provision is made in this chapter.

§ 158.046. Reduction of Lot Area Prohibited.

No lot or yard existing at the effective date of this chapter shall thereafter be reduced in size, dimension, or area below the minimum requirements set forth herein, except by reason of a portion being acquired for public use in any manner, including dedications, condemnation, purchase, and the like. Lots or yards created after the effective date of this chapter shall meet at least the minimum requirements established herein.

§ 158.047. Application of Zoning to Annexed Lands.

Whenever lands may be annexed into the city, the city council shall take prompt and timely steps to apply the provisions of this chapter to those lands, utilizing all applicable procedures established by this chapter and by state law.

§ 158.048—158.059. Reserved.

ARTICLE IV. GENERAL USE DISTRICTS

§ 158.060. General Use Zoning District (GU).

(A) **Purpose.** The general use zoning district (GU) is intended to apply to those areas of the City which are presently undeveloped and where the future use is either uncertain, or which the arrangement or boundaries of future uses cannot be clearly defined, and for which any other zoning would be premature or unreasonable. The general use (GU) district also allows certain land extensive uses by special exception which may be transitional or which may be allowed permanently if deemed appropriate.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Crop raising; poultry, livestock or cattle production; dairy farming; fruit growing; flower and shrub growing; plant nursery (wholesale only); bee keeping; fish hatchery; and forestry; and including accessory uses or structures and a dwelling occupied only by the owner or tenant and family; the raising of hogs, pigs and goats and the operation of feed lots are expressly prohibited;

(2) Park or playground, or other public recreation ~~(site plan review)~~; including the retail sales of ~~beer and wine~~ alcohol beverages for on premises consumption in accordance with Chapter 110;

(3) Publicly owned or operated building or use ~~facility, including a police or fire station or tower (site plan review)~~;

(4) Single-family dwelling;

(5) Camping area (public or non-profit); and

(6) Stable and horse-riding academy.

(C) **Special Exception Uses.** The following uses may be permitted only following review and specific approval thereof by the City Council:

(1) Airport or landing field;

(2) Cemetery, including mausoleum, following site approval by the St. Lucie County Health Department;

(3) Golf course (not including miniature golf course);

(4) Mining or excavation;

(5) Retail plant nursery and related sales;

(6) Public utility facility, including water pumping plant, reservoir, electrical transmission lines and substations;

(7) Retail sales of agricultural products;

~~(8) Stable and horse-riding academy;~~

(8) ~~(9)~~ On site incineration by a forced draft air curtain incinerator; in accordance with Florida Statutes; minimum area required, ten (10) acres;

(9) ~~(10)~~ Golf driving range;

(10) ~~(11)~~ 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 six (6) feet with no material placed so as to exceed the height of the fence or wall~~;~~ minimum area required, ten (10) acres;

(11) ~~(12)~~ Wireless communication antennas and towers, as set forth in section 158.213;

(12) ~~(13)~~ Billboards, on sites with OSC and OSR land use as set forth in Chapter 155;

(13) ~~(14)~~ Solar generation station subject to the requirements of section 158.230; and

(14) Secondary metals recycler in accordance with Chapter 117.

(D) **Accessory Uses.** As set forth within section 158.217

(E) **Minimum Parcel Requirements.**

(1) Single-family dwelling—Ten (10) acres and a minimum width of three hundred thirty (330) feet.

(2) All other permitted or special exception uses—Twenty thousand (20,000) square feet and a lot width of one hundred (100) feet.

(F) **Maximum Building Coverage.**

(1) Single-family dwelling—Ten (10) percent.

(2) All other permitted or special exception uses—Thirty (30) 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, provided that airport control towers, broadcasting towers, and transmission stations shall be exempt from this requirement.

(H) **Minimum Living Area.** One thousand two hundred (1,200) square feet of living area, and one thousand four hundred (1,400) square feet of ground area.

(I) **Yard Requirements and ~~Buffering~~ Landscaping.**

(1) Single-Family Dwellings.

a. **Front Yard.** Each lot shall have a front yard with a building setback line of fifty (50) feet.

b. **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of thirty (30) feet.

c. **Rear Yard.** Each lot shall have a rear yard with a building setback line of fifty (50) feet.

d. ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection~~

~~153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(2) **All Other Permitted or Special Exception Uses.**

a. **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet.

b. **Side Yard.** Each lot shall maintain two (2) side yards with 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 street right-of-way.

c. **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet.

d. **Buffering.** A six-foot high completely opaque masonry wall or wooden fence shall be provided along the entire length of any side or rear property line abutting property zoned residential. All mechanical equipment shall be screened from property zoned residential. Said screening shall be designed as both a visual barrier and a noise barrier. Buffering shall be provided in accordance with ~~the landscaping requirements of subsection 153.04(G).~~ Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in section 158.221

(K) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245

§ 158.061—158.070. Reserved.

ARTICLE V. RESIDENTIAL DISTRICTS

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§ 158.071. Estate Residential Zoning District (RE)

(A) **Purpose.** The purpose of the estate residential zoning district (RE) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential development of an estate character; to designate those uses and services deemed appropriate and proper for location and development within the zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (site plan review).

(2) Single-family dwelling.

(3) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Guest house on a lot exceeding one (1) acre in area.

(2) Private dock without principal structure, provided the dock does not have water or electrical service until such time as the principal structure is constructed, and provided the dock is not used to secure any vessel being utilized as a residence.

(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 (100) feet.

(F) **Maximum Building Coverage.** Thirty (30) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet.

(H) **Minimum Living Area.** Minimum size house of one thousand seven hundred (1,700) square feet of living area and two thousand two hundred (2,200) square feet of ground area for a one-story house or one thousand seven hundred (1,700) square feet of living area and one thousand five hundred (1,500) square feet of ground area for a two-story house.

(I) **Yard Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in § 158.221.

(K) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

Sec. 158.072. Single-Family Residential Zoning District (RS-1)

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-1) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review).

(2) Single-family dwelling.

(3) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Reserved.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Fifteen thousand (15,000) square feet and a minimum width of seventy-five (75) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand seven hundred (1,700) square feet of living area and two thousand two hundred (2,200) square feet of ground area for a one-story house or one thousand seven hundred (1,700) square feet of living area and one thousand five hundred (1,500) square feet of ground area for a two-story house.

(H) **Yard Requirements and ~~Buffering~~ Landscaping:**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245

Sec. 158.073. Single-Family Residential Zoning District (RS-2).

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-2) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review).

(2) Single-family dwelling.

(3) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Commercial parking lot, for a period of two (2) years, provided:

a. The property is located in a conversion area as defined in the "City of Port St. Lucie Land Use Conversion Manual," and is associated with an adjacent commercially developed property owned by the same person;

b. The parking lot is for the private use of the owners and/or occupants of the adjacent commercially developed property;

c. The parking lot is improved pursuant to subsection 158.221(B)(12) (this will allow shellrock, limerock and coquina in lieu of pavement since the parking lot will not be used by the general public pursuant to item (2)(B));

d. Commercial vehicles are not permitted to park pursuant to section 72.03 (as amended);

e. No overnight parking is allowed;

f. Parking is allowed only for licensed motor vehicles; and

g. The parking lot is not used for temporary or permanent storage of motor vehicles.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Ten thousand (10,000) square feet and a minimum width of sixty (60) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of

ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two-story house.

(H) **Yard Requirements and ~~Buffering~~ Landscaping:**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

§ 158.074, 158.075. Reserved.

§ 158.076. Single-Family Residential Zoning District (RS-3).

(A) **Purpose.** The purpose of the single-family residential zoning district (RS-3) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density residential living of an urban character; to designate those uses and services deemed appropriate and proper for location and development within that zoning district; and to establish development standards and provisions as are appropriate to ensure proper development in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other public recreation or cultural facility (subject to site plan review).

(2) Single-family dwelling.

(3) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of

one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(4) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) *Reserved.*

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Lot Requirements.**

(1) Single-family dwelling: Seven thousand five hundred (7,500) square feet and a minimum width of sixty (60) feet.

(2) All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(F) **Maximum Building Height.** Thirty-five (35) feet.

(G) **Minimum Living Area.** Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area for a one-story house or one thousand four hundred (1,400) square feet of living area and one thousand three hundred (1,300) square feet of ground area for a two-story house.

(H) **Yard Requirements and ~~Buffering~~ Landscaping:**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of seven and one-half (7½) feet, unless otherwise provided by this chapter. See section 158.203.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G)~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(J) **Site Plan Review.** All special exception uses and all permitted uses so designated shall be subject to the provisions of sections 158.235 through 158.245.

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Sec. 158.077. Multiple-Family Residential Zoning District (RM-5).

(A) **Purpose.** The purpose of the multiple-family residential zoning district (RM-5) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density multiple family residential areas properly served by adequate community facilities and commercial service areas; 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 in a low-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Multiple-family dwellings.

(2) Park or playground, or other public recreation.

(3) Single-family dwelling.

(4) Townhouse dwelling, as part of a planned complex.

(5) ~~Single-family dwelling (cluster), as part of a planned complex;~~ Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(6) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Golf course (not including miniature golf course).

(2) Publicly-owned or operated building or use.

~~(3)Congregate living facility, as set forth in section 158.224;~~

~~(4) Group care home, as set forth in section 158.224.~~

(D) **Accessory Uses.** As set forth in section 158.217

(E) **Minimum Lot Requirements/Maximum Residential Density.**

(1) Multiple-family dwelling twenty thousand (20,000) square feet and width of one hundred (100) feet, with a maximum gross project density of five (5) dwelling units per acre.

(2) Single-family dwelling seven thousand five hundred (7,500) square feet and width of sixty (60) feet, with a maximum gross project density of five (5) dwelling units per acre.

(3) Single-family dwelling (cluster) four thousand (4,000) square feet per dwelling unit and width of forty (40) feet, with a maximum gross project density of five (5) dwelling units per acre.

(4) Townhouse dwelling as set forth in section 158.218, with a maximum gross project density of five (5) dwelling units per acre.

(5) All other permitted and special exception uses twenty thousand (20,000) square feet and width of one hundred (100) feet.

(6) Properties located within conversion areas as defined by this chapter shall meet the requirements contained within the "City of Port St. Lucie Land Use Conversion Manual."

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the maximum impervious surface does not exceed fifty (50) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet, except for the ROI (residential, office and institutional) conversion area as identified in the "City of Port St. Lucie Land Use Conversion Manual," lying between Airoso Boulevard and U.S. #1 where the maximum building height shall be one (1) story.

(H) **Minimum Living Area.**

(1) Multiple-family dwelling: One (1) bedroom, seven hundred (700) square feet; two (2) bedrooms, eight hundred (800) square feet; three (3) or more bedrooms, nine hundred (900) square feet; efficiency or studio apartment, six hundred (600) square feet.

(2) Single-family dwelling: Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area.

(3) Townhouse dwelling: Eight hundred (800) square feet.

(I) **Yard Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Unless otherwise provided by this chapter, each lot shall have two (2) side yards, each having a building setback line as follows:

a. Single-family: Ten (10) feet.

b. All other uses: Fifteen (15) feet.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Distance Between Buildings; Mass of Buildings.** Where two (2) or more buildings are situated upon a lot, any two (2) buildings shall be separated by a minimum distance equal to three-fourths (¾) of the sum of the combined heights of said buildings, provided that in no case shall said distance be less than twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet, measured as a straight line distance between any two (2) corners or outside edges of said building.

(5) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G)~~. **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(K) **Site Plan Review Requirements.** Except for conventional single-family dwellings, all permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Sec. 158.078. Multiple-Family Residential Zoning District (RM-8).

(A) **Purpose.** The purpose of the multiple-family residential zoning district (RM-8) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density multiple family residential areas properly served by adequate community facilities and commercial service areas; 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 in a medium-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Multiple-family dwellings.

(2) Park or playground, or other public recreation or cultural facility.

(3) Single-family dwelling.

(4) Townhouse dwelling, as part of a planned complex.

(5) Single-family dwelling (cluster), as part of a planned complex.

(6) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(7) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Golf course (not including miniature golf course).

(2) Publicly-owned or operated building or use.

~~(3) Congregate living facility, as set forth in section 158.224~~.

~~(4) Group care home, as set forth in section 158.224~~.

(D) **Accessory Uses.** As set forth in section 158.217.

(E) **Minimum Lot Requirements/Maximum Residential Density.**

(1) Multiple-family dwelling twenty thousand (20,000) square feet and width of one hundred (100) feet, with a maximum gross project density of eight (8) dwelling units per acre.

(2) Single-family dwelling seven thousand five hundred (7,500) square feet and width of sixty (60) feet, with a maximum gross project density of five (5) dwelling units per acre.

(3) Single-family dwelling (cluster) four thousand (4,000) square feet per dwelling unit and width of forty (40) feet, with a maximum gross project density of eight (8) dwelling units per acre.

(4) Townhouse dwelling as set forth in section 158.218, with a maximum gross project density of eight (8) dwelling units per acre.

(5) All other permitted and special exception uses twenty thousand (20,000) square feet and width of one hundred (100) feet.

(6) Properties located within conversion areas as defined by this chapter shall meet the requirements contained within the "City of Port St. Lucie Land Use Conversion Manual."

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the maximum impervious surface does not exceed fifty (50) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet, except for the ROI (residential, office and institutional) conversion area as identified in the "City of Port St.

Lucie Land Use Conversion Manual," lying between Airoso Boulevard and U.S. #1 where the maximum building height shall be one (1) story.

(H) **Minimum Living Area.**

(1) Multiple-family dwelling: One (1) bedroom, seven hundred (700) square feet; two (2) bedrooms, eight hundred (800) square feet; three (3) or more bedrooms, nine hundred (900) square feet; efficiency or studio apartment, six hundred (600) square feet.

(2) Single-family dwelling: Minimum size house of one thousand two hundred (1,200) square feet of living area, and one thousand four hundred (1,400) square feet of ground area.

(3) Townhouse dwelling: Eight hundred (800) square feet.

(I) **Yard Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Unless otherwise provided by this chapter, each lot shall have two (2) side yards, each having a building setback line as follows:

a. Single-family: Ten (10) feet.

b. All other uses: Fifteen (15) feet.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Distance Between Buildings; Mass of Buildings.** Where two (2) or more buildings are situated upon a lot, any two (2) buildings shall be separated by a minimum distance equal to three-fourths (¾) of the sum of the combined heights of said buildings, provided that in no case shall said distance be less than twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet, measured as a straight line distance between any two (2) corners or outside edges of said building.

(5) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(K) **Site Plan Review Requirements.** Except for conventional single-family dwellings, all permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Sec. 158.079. Multiple-Family Residential Zoning District (RM-11).

(A) **Purpose.** The purpose of the multiple-family residential zoning district (RM-11) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of low-density multiple family residential areas properly served by adequate community facilities and commercial service areas; 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 in a medium-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Multiple-family dwellings.

(2) Park or playground, or other public recreation.

(3) Single-family dwelling.

(4) Townhouse dwelling, as part of a planned complex.

(5) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(6) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Golf course (not including miniature golf course).

(2) Publicly-owned or operated building or use.

(3) Single-family dwelling (cluster), as part of a planned complex.

~~(4) Congregate living facility, as set forth in section 158.224.~~

~~(5) Group care home, as set forth in section 158.224.~~

(D) **Accessory Uses.** As set forth in section 158.217.

(E) **Minimum Lot Requirements/Maximum Residential Density.**

(1) Multiple-family dwelling twenty thousand (20,000) square feet and width of one hundred fifty (150) feet, with a maximum gross project density of eleven (11) dwelling units per acre.

(2) Single-family dwelling seven thousand five hundred (7,500) square feet and width of sixty (60) feet, with a maximum gross project density of five (5) dwelling units per acre.

(3) Single-family dwelling (cluster) four thousand (4,000) square feet per dwelling unit and width of forty (40) feet, with a maximum gross project density of eleven (11) dwelling units per acre.

(4) Townhouse dwelling as set forth in section 158.218, with a maximum gross project density of eleven (11) dwelling units per acre.

(5) All other permitted and special exception uses twenty thousand (20,000) square feet and width of one hundred (100) feet.

(6) Properties located within conversion areas as defined by this chapter shall meet the requirements contained within the "City of Port St. Lucie Land Use Conversion Manual."

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the maximum impervious surface does not exceed fifty (50) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet, except for the ROI (residential, office and institutional) conversion area as identified in the "City of Port St. Lucie Land Use Conversion Manual," lying between Airoso Boulevard and U.S. #1 where the maximum building height shall be one (1) story.

(H) **Minimum Living Area.**

(1) Multiple-family dwelling: One (1) bedroom, seven hundred (700) square feet; two (2) bedrooms, eight hundred (800) square feet; three (3) or more bedrooms, nine hundred (900) square feet; efficiency or studio apartment, six hundred (600) square feet.

(2) Single-family dwelling: Minimum size house of one thousand two hundred (1,200) square feet of living area and one thousand four hundred (1,400) square feet of ground area.

(3) Townhouse dwelling: Eight hundred (800) square feet.

(I) **Yard Requirements and ~~Buffering~~. <u>Landscaping</u>**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Unless otherwise provided by this chapter, each lot shall have two (2) side yards, each having a building setback line as follows:

a. Single-family: Ten (10) feet.

b. All other uses: Fifteen (15) feet.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Distance Between Buildings; Mass of Buildings.** Where two (2) or more buildings are situated upon a lot, any two (2) buildings shall be separated by a minimum distance equal to three-fourths (¾) of the sum of the combined heights of said buildings, provided that in no case shall said distance be less than twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet, measured as a straight line distance between any two (2) corners or outside edges of said building.

(5) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(K) **Site Plan Review Requirements.** Except for conventional single-family dwellings, all permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Sec. 158.080. Multiple-Family Residential Zoning District (RM-15).

(A) **Purpose.** The purpose of the multiple-family residential zoning district (RM-15) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of high-density multiple family residential areas properly served by adequate community facilities and commercial service areas; 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 in a high-density residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Multiple-family dwellings.

(2) Park or playground, or other public recreation.

(3) Single-family dwelling.

(4) Townhouse dwelling, as part of a planned complex.

(5) Community residential home six (6) or fewer residents, ~~Foster care home~~ provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home as set forth in section 158.224.

(6) Family day care home.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Golf course (not including miniature golf course).

(2) Publicly-owned or operated building or use.

(3) Single-family dwelling (cluster), as part of a planned complex.

~~(4) Congregate living facility, as set forth in section 158.224.~~

~~(5) Group care home, as set forth in section 158.224.~~

(D) **Accessory Uses.** As set forth in section 158.217.

(E) **Minimum Lot Requirements/Maximum Residential Density.**

(1) Multiple-family dwelling thirty thousand (30,000) square feet and width of one hundred fifty (150) feet, with a maximum gross project density of fifteen (15) dwelling units per acre.

(2) Single-family dwelling seven thousand five hundred (7,500) square feet and width of sixty (60) feet, with a maximum gross project density of five (5) dwelling units per acre.

(3) Single-family dwelling (cluster) three thousand five hundred (3,500) square feet and width of forty (40) feet, with a maximum gross project density of fifteen (15) dwelling units per acre.

(4) Townhouse dwelling as set forth in section 158.218, with a maximum gross project density of fifteen (15) dwelling units per acre.

(5) All other permitted and special exception uses twenty thousand (20,000) square feet and width of one hundred (100) feet.

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the maximum impervious surface does not exceed fifty (50) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet.

(H) **Minimum Living Area.**

(1) Multiple-family dwelling:

a. One (1) bedroom, seven hundred (700) square feet.

b. Two (2) bedrooms, eight hundred (800) square feet.

c. Three (3) or more bedrooms, nine hundred (900) square feet.

d. Efficiency or studio apartment, six hundred (600) square feet.

(2) Single-family dwelling: Minimum size house of one thousand two hundred (1,200) square feet of living area, and one thousand four hundred (1,400) square feet of ground area.

(3) Townhouse dwelling: Eight hundred (800) square feet.

(I) **Setback Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(2) **Side Yards.** Unless otherwise provided by this chapter, each lot shall have two (2) side yards, each having a building setback line as follows:

a. Single-family: Ten (10) feet.

b. All other uses: fifteen (15) feet.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Distance Between Buildings; Mass of Buildings.** Where two (2) or more buildings are situated upon a lot, any two (2) buildings shall be separated by a minimum distance equal to three-fourths (¾) of the sum of the combined heights of said buildings, provided that in no case shall said distance be less than twenty (20) feet. No building shall have an effective length of mass exceeding three hundred (300) feet, measured as a straight line distance between any two (2) corners or outside edges of said building.

(5) ~~**Buffering.** Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in section 158.221.

(K) **Site Plan Review.** Except for conventional single-family dwellings, all permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Sec. 158.081. Mobile Home Residential Zoning District (RMH).

(A) **Purpose.** The purpose of the mobile home residential zoning district (RMH) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of mobile home park residential areas of an urban character and properly served by adequate community facilities and commercial service areas; 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 in a mobile home park residential environment.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Mobile home park~~,~~ subject to the provisions of section 158.220.

(2) Park or playground, or other public recreation.

~~(3)Foster care home, as set forth in section 158.224~~;

(3) Detached, single-family dwelling conversions as provided for in subsection (L).

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Golf course (not including miniature golf course).

(D) **Accessory Uses.** As set forth in section 158.217.

(E) **Minimum Lot Requirements.**

(1) Mobile home park: Ten (10) acres, and a minimum frontage of one hundred seventy-five (175) feet upon a public street or highway, with a maximum gross project density of five (5) dwelling units per acre.

(2) All other permitted uses: Twenty thousand (20, 000) square feet and width of one hundred (100) feet.

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the maximum impervious surface area does not exceed fifty (50) percent.

(G) **Maximum Building Height.** Twenty-five (25) feet.

(H) **Minimum Living Area.** Mobile home dwelling: Six hundred fifty (650) square feet.

(I) **Setback Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet unless otherwise provided by this chapter.

(2) **Side Yards.** Each lot shall have two (2) side yards, each of which shall have a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet, unless otherwise provided by this chapter.

(4) **Distance between Buildings.** A minimum distance of fifteen (15) feet shall be maintained between buildings or mobile homes.

(5) ~~**Buffering.** Where a mobile home park abuts any property zoned residential or open space areas, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G)~~ **Landscaping Requirements**. Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirement.** 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 through 158.245.

(L) **Replacement of Existing Mobile Home Units within any Existing Mobile Home Park with Detached Single-Family Dwelling Units or Replacement Mobile/Manufactured Homes.** Any mobile home park, existing as of January 1, 1990, shall be allowed to replace existing mobile homes or to convert an existing mobile home to a detached single-family dwelling unit provided that the new replacement home meets the following setback and separation standards.

~~(1)~~ **Front Yard.** Each replacement structure shall have a front yard with a minimum building setback line of twenty (20) feet, as measured from the edge of pavement.

~~(2)~~ **Front Yard (Cul-De-Sac Lots).** Each cul-de-sac structure shall have a front yard with a minimum building setback line of ten (10) feet, as measured from the edge of pavement.

~~(3)~~ **Comer Side Yards.** Each structure that is located on a street corner shall provide a minimum building side setback of fifteen (15) feet, as measured from the edge of pavement.

~~(4)~~ **Side Separations.** Each structure shall provide for a minimum separation distance of twelve (12) feet between structures.

~~(5)~~ **Rear Yard.** Each structure shall have a minimum rear yard separation between other structures of twenty (20) feet.

~~(6)~~ **Perimeter Setback.** Each structure bordering the perimeter lot lines of the existing Mobile Home Park shall provide for a minimum twelve (12) foot rear yard setback to any perimeter lot line.

~~(7)~~ **Maximum Building Coverage.** Maximum Building Coverage is set by application of the individual lot setback and separation standards as described in this paragraph.

~~(8)~~ **Site Landscaping.** Prior to the issuance of any Certificates of Occupancy for any replacement structure, the applicant for the replacement structure shall provide a minimum of two (2) trees for the new replacement structure from the list of approved trees found in Appendix C, Chapter 15~~4~~3 of the City of Port St. Lucie Code of Ordinances.

Secs. 158.082—158.099. Reserved.

Sec. 158.100. Open Space Recreational Zoning District (OSR).

(A) **Purpose.** The purpose of the open space recreational zoning district (OSR) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of public open space and recreational activities, and other public and semi-public facilities necessary to provide services to the citizens of Port St. Lucie and to promote the public welfare; to designate those uses and services deemed appropriate and proper for location and development within said zoning district; and to establish development standards and provisions as are appropriate to ensure proper development and a high degree of land use compatibility.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Park or playground, or other recreation or cultural facility-(public) with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests in accordance with Chapter 110

(2) Golf course (public and private) with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests in accordance with Chapter 110

(3) Port St. Lucie Botanical Gardens including the sales of alcoholic beverages for on premises consumption in accordance with Chapter 110

(4) Public drainage facilities.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Marina (public or private);

(2) Wireless communication antennas and towers, as set forth in section 158.213

(3) Billboards, on sites with OSC or OSR land use and as set forth in Chapter 155)

(D) **Accessory Uses.** As set forth within section 158.217. Accessory uses within this district shall be construed to include incidental retail uses such as cafeterias, gift or variety shops, soda bars, and similar use activities conducted solely for the convenience of patrons or visitors.

(E) **Minimum Lot Requirements.** Site of adequate size and proportions to accommodate the intended use, but not less than twenty thousand (20,000) square feet and having a minimum width of one hundred (100) feet.

(F) **Maximum Building Coverage.** Thirty-five (35) percent, provided that the combined area coverage of all impervious surfaces shall not exceed fifty (50) percent.

(G) **Maximum Building Height.** Thirty-five (35) feet.

(H) **Minimum Living Area.** Not applicable.

(I) **Setback Requirements and ~~Buffering~~ Landscaping.** All yard requirements shall be established for each specific use as part of the site plan review process, provided that the minimum building setback line shall be twenty-five (25) feet abutting property zoned residential. ~~Where applicable, buffering shall be provided in accordance with the landscape requirements of subsection 153.04(G).~~ Landscaping and buffering requirements are subject to Chapter 154.

(J) **Off-Street Parking and Service Requirements.** As set forth in subsection 158.221

(K) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245

Sec. 158.101. Open Space Conservation Zoning District (OSC).

(A) **Purpose.** The purpose of the open space conservation zoning district (OSC) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the conservation of open space and the natural environment, while allowing the limited use of said areas for recreational and open space activities.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Open space devoted to the conservation and maintenance of natural waterways, vegetation, and wild life.

(2) Hiking and/or bicycle trails.

(3) Nature study areas and boardwalks.

(4) Picnic areas.

(5) Boat ramps or docks.

(6) Experimental stations (public or private).

(7) Observation towers or platforms.

(8) Pavilions for outdoor exhibits and special nature study instruction.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council~~;~~. Building coverage and maximum building height shall be limited to that specifically approved under special exception review.

~~(1) Boat ramps or docks;~~

(1) ~~(2)~~ Camping area (public or non-profit).

(2) ~~(3)~~ Drainage areas serving adjacent development.

~~(4) Experimental stations (public or private);~~

~~(5) Observation towers or platforms;~~

~~(6) Pavilions for outdoor exhibits and special nature study instruction~~.

(3) ~~(7)~~ Wireless communication antennas and towers, as set forth in Section 158.213.

(D) **Accessory Uses.** As set forth in Section 158.217.

(E) **Minimum Lot Requirements.** No minimum requirements.

(F) **Maximum Building Coverage.** Building coverage shall be established for each specific use as part of the site plan review process. ~~limited to that specifically approved under special exception review~~.

(G) **Maximum Building Height.** Maximum building height shall be established for each specific use as part of the site plan review process ~~limited to that specifically set forth within special exception approval~~.

(H) **Setback Requirements and Buffering.** All yard requirements shall be established for each specific use as part of the site plan review process. When applicable, buffering shall be provided in accordance with the landscaping requirements of ~~Subsection 153.04(G)~~ Chapter 154.

(I) **Off-Street Parking and Service Requirements.** As set forth in Section 158.221.

(J) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Secs. 158.102—158.109. Reserved.

ARTICLE VII. INSTITUTIONAL DISTRICTS

Sec. 158.110. Institutional Zoning District (I).

(A) **Purpose.** The purpose of the institutional zoning district (I) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of uses of an institutional nature to serve the residents of the City; to designate those uses and services deemed appropriate and proper for location and development within that development within said zoning district; and to establish development standards and provisions as are appropriate to ensure proper development and functioning of uses within that zoning district.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Cemetery, including mausoleum.

(2) Enclosed assembly area, with or without an alcoholic beverage license for sales of alcoholic beverages to members and guests in accordance with chapter 110.

(3) Park or playground, or other public recreation.

(4) School (public, private or parochial~~)~~, kindergarten (including VPK) and grades 1 through 12.

(5) Assisted living facility as set forth in Section 158.224.~~Service club~~;

(6) ~~Youth organization or club (nonprofit)~~ Nursing or convalescent home.

(7) Publicly-owned or operated building or use. ~~Congregate living facility, as set forth in section 158.224~~

(8) Group care home, as set forth in section 158.224.

(9) Funeral homes, with or without a crematory.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

~~(1) Business or trade organization (nonprofit)~~

~~(2) Clinic (medical)~~

(1) ~~(3)~~College, ~~or~~ technical, or vocational school, including dormitories.

(2) ~~(4)~~Hospital and free standing emergency department.

~~(5) Nursing or convalescent home~~

~~(6) Publicly-owned or operated building or use;~~

(3) ~~(7)~~ Public utility facility, including water pumping plant, reservoir, electrical substation, sewage treatment plant, and wireless communication antennas and towers, as set forth in section 158.213.

~~(8) School (private or parochial), meeting the requirements of the State board of education.~~

(D) **Accessory Uses.** As set forth in section 158.217. A caretaker's office or residence shall be considered to be an accessory use within this district.

(E) **Minimum Lot Requirements.** Twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet, provided that properties located within conversion areas as defined by this chapter shall meet the requirements contained within the "City of Port St. Lucie Land Use Conversion Manual." More than one (1) permitted or special exception use may be located upon the lot as part of a totally designated development to be maintained under single ownership.

(F) **Maximum Building Coverage.** Thirty (30%) 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 the ROI (residential, office and institutional) conversion area as identified in the "City of Port St. Lucie Land Use Conversion Manual," lying between Airoso Boulevard and U.S. #1 where the maximum building height shall be one (1) story.

(H) **Minimum Living Area.** Caretaker's residence: Six hundred (600) square feet.

(I) **Yard Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet.

(2) **Side Yard.** Each lot shall have two (2) side yards, each of which shall have a building setback line of ten (10) ~~twenty (20)~~ feet.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet.

(6) **~~Buffering~~ Landscaping Requirements.** ~~Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ 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.

(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 through 158.245.

Secs. 158.111—158.119. Reserved.

ARTICLE VIII. COMMERCIAL DISTRICTS

Sec. 158.120. Neighborhood Convenience Commercial (CN).

(A) **Purpose.** The purpose of the neighborhood convenience commercial zoning district (CN) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of limited commercial activities offering convenience goods and personal services to residents of the immediate neighborhood area; to encourage the grouping and interrelationship of established uses so as to permit a high level of pedestrian movement within the district; to designate those uses and services deemed appropriate and proper for location and development within said zoning district; and to establish development standards and provisions as are appropriate to ensure proper development and function of uses within the district.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted, provided that maximum gross floor area of any one (1) use shall be five thousand (5,000) square feet. Outdoor sales and drive-through services of any type are prohibited.

(1) Any retail, business, or personal service use (including repair of personal articles only) conducted wholly within an enclosed building, including the retail sales of beer and wine for off and incidental on premises consumption in accordance with Chapter 110.

(2) Dry cleaning or laundry pick-up station for work to be sent elsewhere.

(3) Restaurant (not including drive-through facilities) with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(4) Office for administrative, business, or professional use.

(5) Enclosed assembly area 3,000 square feet or less, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(6) One dwelling unit contained within the development which is incidental to and designed as an integral part of the principal structure.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

~~(1) Apartment-type living quarters One dwelling unit for the development for the owner or manager of a business, and his immediate family, when such use is incidental to and designed as an integral part of the principal structure.; provided, however, that only one (1) such residence may be approved for each business and required land area.~~

(1) ~~(2)~~ Enclosed assembly area over 3,000 square feet, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(2) ~~(3)~~ Publicly-owned or operated building or use.

(3) ~~(4)~~ Public utility facility, including water pumping plant, reservoir, and electrical substation.

(4) ~~(5)~~ Service station (as separate use or in conjunction with a permitted use).

(5) ~~(6)~~ Retail plant nursery with outside sales and storage of living plant material. ~~Other accessory outside storage shall be allowed subject to the provisions of section 158.217, and will require buffering pursuant to the landscaping requirements of section 153.04(G);~~

(6) ~~(7)~~ Retail convenience stores with or without fuel service station and without drive-through service.

(7) ~~(8)~~ Bars, lounges, and night clubs in accordance with Chapter 110.

(D) **Accessory Uses.** As set forth in section 158.217

(E) **Minimum and Maximum Lot Requirement.** A minimum of twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet. The maximum lot size shall not exceed four (4) acres. 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 contained within the City of Port St. Lucie Land Use Conversion Manual.

(F) **Maximum Building Coverage.** Forty (40%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.

(G) **Maximum Building Height.** Twenty-five (25) feet.

(H) **Minimum Building Size and Minimum Living Area.** Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet. For automobile service stations: nine hundred (900) square feet. Apartment-type living quarters: Six hundred (600) square feet.

(I) **Setback Requirements and ~~Buffering~~ 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 maintain two (2) side yards with 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 street right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of twenty-five (25) feet.

(4) **~~Buffering~~ 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. ~~Buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G)~~. Additional buffering may also be required if called for in the appropriate neighborhood plan.

(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 through158.245.

Sec. 158.121. Reserved.

Sec. 158.122. Professional Zoning District (P)

(A) **Purpose.** The purpose of the professional zoning district (P) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of professional office facilities; 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 includes those uses formerly designated professional commercial.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Office for administrative, business, or professional use, barber or beauty shop, but not including the sale or storage of merchandise except where clearly incidental to and an accessory component of the rendering of professional services.

(2) Studio for professional work of any form of fine arts or performing arts, but not including the sale or storage of merchandise except where clearly incidental to, and an accessory component of, the rendering of professional services.

(3) Enclosed assembly area 3,000 square feet or less, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(4) One dwelling unit contained within the development which is incidental to and designed as an integral part of the principal structure. ~~Apartment-type living quarters for the owner or manager of a business, and his immediate family, when such use is incidental to and designed as an integral part of the principal structure. However, only one (1) such residence may be approved for each business and required land area.~~

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

(1) Any building exceeding thirty-five (35) feet in height.

(2) Model home centers.

(3) Enclosed assembly area over 3,000 square feet, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(4) Any use set forth in subsection (B): "Permitted Principal Uses and Structures" that include drive-through service.

(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 (100) 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 contained within the City of Port St. Lucie Land Use Conversion Manual.

(F) **Maximum Building Coverage.** Forty (40) 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 the ROI (Residential, office and institutional) conversion area as identified in the City of Port St. Lucie Land Use Conversion Manual, lying between Airoso Boulevard and U.S. #1 where the maximum building height shall be one (1) story. (See subsection 158.174(E) for height variations allowed through PUD zoning.)

(H) **Minimum Building Size and Minimum Living Area.** Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet. Apartment-type unit six hundred (600) square feet.

(I) **Setback Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Yard.** Each lot shall have a front yard with a building setback line of twenty-five (25) feet.

(2) **Side Yards.** 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 required when the yard adjoins a residential use or a public right-of-way.

(3) **Rear Yard.** Each lot shall have a rear yard with a building setback line of ten (10) feet. A building setback line of twenty-five (25) feet shall be required when the yard adjoins a residential use or a public right-of-way.

(4) ~~**Buffering**~~. **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. ~~Buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G)~~.

(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 through 158.245

Sec. 158.123. Reserved.

Sec. 158.124. General Commercial Zoning District (CG).

(A) **Purpose.** The purpose of the general commercial zoning district (CG) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of general commercial facilities. Said areas to be primarily along established highways where a mixed pattern of commercial usage is substantially established; to designate those uses and services deemed appropriate and proper for location and 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 shopping center commercial (CSC) and resort commercial (CR).

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted.

(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, <u>or produce stand</u>.

(3) Office for administrative, business, or professional use.

(4) Public facility or use.

(5) Restaurants <u>with or without an alcoholic beverage license for on premises consumption of alcoholic beverages in accordance with Chapter 110</u>.

(6) Retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with Chapter 110.

(7) Park or playground or other public recreation.

(8) Motel, hotel, or motor lodge.

(9) <u>Enclosed assembly area 3,000 square feet or less, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.</u>

(10) <u>Brewpub, provided no more than 10,000 kegs (5,000 barrels) of beer are made per year, in accordance with Chapter 110.</u>

(11) One dwelling unit contained within the development which is incidental to and designed as an integral part of the principal structure.

(12) Kennel, enclosed

(C) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

~~(1) Apartment-type living quarters for the owner or manager of a business, and his immediate family, when such use is incidental to and designed as an integral part of the principal structure; provided, however, that only one (1) such residence may be approved for each business and required land area;~~

(1) ~~(2)~~ Enclosed assembly area over 3,000 square feet, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(2) ~~(3)~~ Public utility facility, including water pumping plant, reservoir, and electrical substation, and sewage treatment plant.

(3) ~~(4)~~ Semi-public facility or use.

~~(5) Catalog showrooms with more than twenty (20%) percent of gross floor area devoted to storage;~~

(4) ~~(6)~~ Car wash (full or self-service).

(5) ~~(7)~~ Kennel, enclosed with or without outdoor runs.

(6) ~~(8)~~ Bars, lounges, and night clubs.

(7) ~~(9)~~ Schools (public, private or parochial)~~, meeting the requirements of the State Board of Education,~~ or technical or vocational schools.

(8) ~~(10)~~ Automobile, boat, farm equipment or truck sales and repairs with repairs conducted entirely within an enclosed building.

(9) ~~(11)~~ Automobile fuel sales, services or repairs, including oil lubrication businesses.

(10) ~~(12)~~ Retail convenience stores with or without fuel service station.

(11) ~~(13)~~ Hospitals, free standing emergency department, nursing, or convalescent homes.

(12) ~~(14)~~ Any use set forth in Subsection B: "Permitted Principal Uses and Structures" that include drive-through service.

(13) ~~(15)~~ Pain management clinic as set forth in Section 158.231.

~~(16) Recreational amusement facility.~~

(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 (100) feet. More than one (1) permitted or special exception use may be located upon the lot as part of a totally-designed development. Properties located within conversion areas as defined by this chapter shall meet the requirements contained within the City of Port St. Lucie Land Use Conversion Manual.

(F) **Maximum Building Coverage.** Forty (40%) 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. (See subsection 158.174(E) for height variations allowed through PUD zoning.)

(H) **Minimum Building Size and Minimum Living Area.** Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet. For automobile service stations: nine hundred (900) square feet. ~~Apartment-type unit: Six hundred (600) square feet.~~

(I) **Setback Requirements and ~~Buffering~~ <u>Landscaping</u>.**

(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 required when the yard adjoins a residential use or a public right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of ten (10) feet. A building rear setback line of twenty (20) feet shall be required when it abuts a residential use, public right-of-way or drainage way.

(4) ~~**Buffering**~~ **<u>Landscaping Requirements</u>.** <u>Landscaping and buffering requirements are subject to Chapter 154.</u> All mechanical equipment shall be screened from property zoned residential. This screening shall be designed as both a visual barrier and a noise barrier. ~~Buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ Additional buffering may also be required if called for in the appropriate neighborhood plan.

(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 section 158.235 through 158.245.

Sec. 158.125. Highway Commercial Zoning District (CH).

(A) **Purpose.** The purpose of the highway commercial zoning district (CH) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of business activities designated primarily to serve transients and the motoring public; 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.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Automobile service station or truck stop, including minor repair facilities but excluding repairs involving engine or transmission or welding.

(2) Motel, hotel, or motor lodge.

(3) Restaurant, cafe, or sandwich shop, including drive~~-in~~ through facilities.

(4) Shop for sale at retail of gifts, jewelry, art, sundries and notions, camera and photographic supplies, and similar uses catering to tourism.

(5) Retail sales of alcoholic beverages for incidental on and off premises consumption in accordance with Chapter 110.

(6) Retail convenience stores with or without fuel service station.

(7) Enclosed assembly area 3,000 square feet or less, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(C) **Special Exception Uses.** The following uses may be permitted only following the review and special approval thereof by the City Council.

(1) Automobile, boat, farm equipment, or truck sales and repair.

(2) Travel trailer park or camp grounds.

(3) ~~)~~ Enclosed assembly area over 3,000 square feet, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(4) Bars, lounges, and night clubs.

(D) **Accessory Uses.** As set forth within section 158.217.

(E) **Minimum Building Size and Minimum Lot Requirements.** Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet. For automobile service stations: Nine hundred (900) square feet. Minimum lot size: Twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet.

(F) **Maximum Building Coverage.** Thirty (30%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.

(G) **Maximum Building Height.** Fifty (50) feet.

(H) **Setback Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Setback.** Each lot shall have a front yard with a building setback line of fifty (50) feet.

(2) **Side Setback.** Each lot shall have two (2) side yards, each having a building setback line of ten (10) feet. A building setback line of twenty-five (25) feet shall be required when the yard adjoins a residential use or 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.

(4) **~~Buffering~~ Landscaping Requirements.** Landscaping and buffering requirements are subject to Chapter 154. ~~Where applicable, buffering shall be provided in accordance with the landscaping requirements of subsection 153.04(G).~~ All mechanical equipment shall be screened from property zoned residential. This screening shall be designed as both a visual barrier and a noise barrier.

(I) **Off-Street Parking and Service Requirements.** As set forth in section 158.221

(J) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Sec. 158.126. Service Commercial Zoning District (CS).

(A) **Purpose.** The purpose of the service commercial zoning district (CS) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of commercial service facilities to fulfill the general City-wide need for said facilities; 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.

(B) **Permitted Principal Uses and Structures.** 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:

(1) Any ~~use~~ permitted use in the (CG) general commercial district; unless specifically listed in the following subsection D, special exception uses.

(2) Automotive, boat or truck repair.

~~(3) Bakery~~;

(3) ~~(4)~~ Building material sales.

(4) ~~(5)~~ Cabinet shop.

(5) ~~(6)~~ Contractor's shop.

(6) ~~(7)~~ Commercial laundry facility and linen supply and dry-cleaning establishment.

(7) ~~(8)~~ Sign company.

(8) ~~(9)~~ Public facility or semi-public facility or use.

(9) ~~(10)~~ Trade shop (roofing, plumbing, electrical, and the like).

(10) ~~(11)~~ Wholesale establishment.

(11) ~~(12)~~ Food processing facility.

(12) ~~(13)~~ Manufacturing and assembly and associated warehousing, storing, processing, and packaging of goods and materials.

~~(14) Public facility or use~~

(13) ~~(15)~~ Television and broadcasting station.

(14) ~~(16)~~ Analytical laboratory.

~~(17) Equipment rental business.~~

(15) Enclosed assembly area 3,000 square feet or less, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(16) One dwelling unit contained within the development which is incidental to and designed as an integral part of the principal structure.

(17) Kennel, enclosed

(C) **Principal uses.** The following principal uses which need not be fully enclosed in a building or structure are permitted, 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 be visible beyond the height of the fence or wall:

(1) Public or semi-public facility use.

(2) Public utility facility, including water pumping plant, reservoir, electrical substation, and sewage treatment plant.

(3) Automotive, boat or truck sales.

(4) Lumber yard.

(5) Material or vehicle storage yard.

(6) Contractor's storage yard.

(7) Mobile home sales or storage.

(8) 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 be visible beyond the height of the fence or wall.

(9) Warehousing~~, and mini warehouses~~ provided that all open storage areas shall be screened from view from public rights-of-way and residentially zoned property and 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 be visible beyond the height of said fence or wall, except for sales lots of new or used automobiles, trucks or new machinery or equipment ~~(Refer to subsection 158.126(K) for parking requirements)~~.

(10) Equipment rental business.

(11) Self-service storage facilities in accordance with Section 158.227.

(D) **Special Exception Uses.** The following uses may be permitted only following the review and specific approval thereof by the City Council:

~~(1) Apartment-type living quarters for the owner or manager of a business, and his immediate family, when such use is incidental to and designed as an integral part of the principal structure; provided, however, that only one such residence may be approved for each business and required land area;~~

(1) ~~(2)~~ Kennel (enclosed), with outdoor runs.

(2) ~~(3)~~ Enclosed assembly area over 3,000 square feet, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(3) ~~(4)~~ Wireless communication antennas and towers, as set forth in section 158.213.

(4) ~~(5)~~ Commercial driving school.

(5) ~~(6) Recreational amusement facility~~;

(6) ~~(7)~~ Recreational vehicle park.

(7) ~~(8)~~ 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.

(8) ~~(9)~~ Indoor shooting facility.

(9) ~~(10)~~ Any use set forth in Subsection B: "Permitted Principal Uses and Structures" that include drive-through service.

(10) ~~(11)~~ Bars, lounges and night clubs.

~~(12) Catalog showrooms with more than twenty (20) percent of gross floor area devoted to storage;~~

(11) ~~(13)~~ Car wash (full or self-service).

(12) ~~(14)~~ Schools (public, private or parochial)~~, meeting the requirements of the State Board of Education,~~ or technical or vocational schools.

(13) ~~(15)~~ Automobile fuel services.

(14) ~~(16)~~ Retail convenience stores with or without fuel service station.

(15) Secondary metals recycler in accordance with Chapter 117.

(E) **Accessory Uses.** As set forth within section 158.217

(F) **Minimum Lot Requirements.** Twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet. More than one (1) permitted or special exception use may be permitted 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 contained within the City of Port St. Lucie Land Use Conversion Manual.

(G) **Maximum Building Coverage.** Forty (40%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.

(H) **Maximum Building Height.** Thirty-five (35) feet. ~~Exception to height limits in this district may be considered through the variance application process.~~

(I) **Minimum Building Size and Minimum Living Area.** Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet. For automobile service stations: nine hundred (900) square feet. Apartment-type unit: Six hundred (600) square feet.

(J) **Setback Requirements and ~~Buffering~~ 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 required when it adjoins a residential use or a public right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of twenty (20) feet. A building rear setback line of twenty-five (25) feet shall be required when it abuts a residential use or public right-of-way.

(4) **~~Buffering~~ 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. ~~Buffering shall be provided in accordance with the provisions of subsection 153.04(G).~~

(K) **Off-Street Parking and Service Requirements.** As set forth in section 158.221. ~~All development under this zoning district shall use at a minimum 1:300 parking calculations. If retail or office uses are proposed the parking shall be calculated at 1:200. All special exception uses shall use parking calculations as set forth in section 158.221.~~

(L) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

Secs. 158.127—158.134. Reserved.

ARTICLE IX. INDUSTRIAL DISTRICTS

Sec. 158.135. Warehouse Industrial Zoning District (WI).

(A) **Purpose.** The purpose of the warehouse industrial zoning district (WI) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of warehousing, wholesale trade and limited

industrial activities of light intensity; 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.

(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 that would adversely affect surrounding businesses and properties.

a. Cabinet making, carpentry shop or other trade shop.

b. Food processing facility.

c. Cold storage warehouse and pre-cooling plant.

d. Manufacturing, assembly, warehousing, storing, processing and packaging of goods and materials.

~~(e) Mini-warehousing~~;

e. ~~(f)~~ Public or semi-public facility or use.

f. ~~(g)~~ Warehousing, provided that no more than thirty (30) percent of each building be devoted to office or retail space associated with the warehouse use and not as a separate unrelated business.

g. ~~(h)~~ Television and broadcasting station.

h. ~~(i)~~ Repair and maintenance of vehicles and equipment.

i. ~~(j) Semi-public facility~~ Commercial laundry facility and linen supply.

j. ~~(k)~~ Analytical laboratory.

k. ~~(l)~~ Wholesale trade, provided that no more than fifty (50) percent of the total floor area is devoted to the display of goods and materials or office space, including the wholesale trade of alcoholic beverages.

l. ~~(m)~~ Furniture sales.

m. Enclosed assembly area 3,000 square feet or less, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

n. Retail and business services primarily intended to serve the industrial facilities.~~Building material sales and/or lumber yard;~~

o. One dwelling unit contained within the development which is incidental to and designed as an integral part of the principal structure.

p. Commercial driving school.

q. Fine arts studio.

r. Music recording studios.

s. Microbrewery.

(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. Equipment rental business 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 be visible beyond the height of said fence or wall.

c. Warehousing, open storage, 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 be visible beyond the height of said fence or wall.

d. Building material sales and/or lumber yard.

e. Self-service storage facility in accordance with 158.227.

(C) **Special Exception Uses.** The following uses may be permitted following the review and specific approval thereof of the City Council:

~~(1) Mobile home or apartment for use by custodian or night watchman~~;

~~(2) Commercial driving school~~;

~~(3) Recreational amusement facility~~

~~(4) Fine arts studio;~~

~~(5) Music recording studios~~;

(1) ~~(6)~~ Recreational vehicle park.

(2) ~~(7)~~ 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 six (6) feet with no material placed so as to exceed the height of the fence or wall; minimum area required, ten (10) acres.

(3) ~~(8)~~ Indoor shooting facility.

(4) ~~(9)~~ Wireless communication antennas and towers, as set forth in section 158.213.

(5) ~~(10)~~ Enclosed assembly area over 3,000 square feet, with or without an alcoholic beverage license for on premises consumption of alcoholic beverages, in accordance with Chapter 110.

(6) 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 (100) feet. More than one (1) permitted or special exception use may be located upon the lot as part of a totally-designed development. Properties located within conversion areas as defined by this chapter shall meet the requirements contained 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. ~~Exceptions to height limits in this district may be considered through the variance application process.~~

(H) **Minimum Living Area.** Mobile home or apartment: Six hundred (600) square feet.

(I) **Setback Requirements and ~~Buffering~~ 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 use or to a public street right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of ten (10) feet, provided that no setback is required from a railroad right-of-way. A building setback line of twenty-five (25) feet shall be maintained

adjacent to any residential zoning district or use or to a public street right-of-way.

(4) ~~**Buffering**~~ **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. ~~Buffering shall be provided in accordance with the provisions of subsection 153.04(G).~~

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 exceed the height of said fence or wall.

(J) **Off-Street Parking and Service Requirements.** ~~Warehouses developed under this zoning category may use 1:500 parking calculations provided that the site is used solely for storage purposes. Additional uses such as wholesale trade, retail sales, or office use warehouses shall use other parking calculations as~~ As set forth in section 155.221.

(K) **Site Plan Review.** All permitted and special exception uses shall be subject to the provisions of sections 158.235 through 158.245.

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) Semi-public facility~~;

e. ~~(f)~~ Analytical laboratory.

f. ~~(g)~~ Warehouse.

g. ~~(h)~~ Wholesale trade and distribution.

h. ~~(i)~~ Office space as needed in conjunction with a use listed above.

i. ~~(j)~~ Retail and business services primarily intended to serve the industrial facilities.

j. ~~(k)~~ 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. ~~(l)~~ Facility-based youth day treatment program.

l. ~~(m)~~ Commercial laundry facilities and linen supply.

m. Microbrewery.

(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. ~~Exceptions to height limits in this district may be considered through the variance application process.~~

(H) **Minimum Living Area.** Mobile home or apartment: Six hundred (600) square feet.

(I) **Setback Requirements and ~~Buffering~~ 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) ~~**Buffering**~~ **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. ~~Buffering shall be provided in accordance with the provisions of subsection 153.04(G).~~

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.

Sec. 158.137. Utility Zoning District (U).

(A) **Purpose.** The purpose of the utility zoning district (U) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the accommodation of major public and private utilities, including but not limited to public and private stormwater systems, water and wastewater plants, electrical substations and transmission facilities, and stormwater rights-of-way, telephone switching stations and similar, compatible facilities with extensive land needs.

(B) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Utilities facilities.

(2) Stormwater systems, including canals, lakes, retention areas, control structures.

(3) Water and wastewater plants.

(4) Electrical substations and transmission facilities.

(5) Telephone, cable television, and similar communication facilities.

(6) Publicly owned or operated building or use.

(C) **Special Exception Uses.** The following uses may be permitted following the review and specifically approval thereof by the City Council:

(1) Billboards as allowed under 155.08(N).

(2) Power generating facilities.

(3) Wireless communication antennas and towers.

(4) Solar generation station subject to the requirements of section 158.230.

(D) **Accessory Uses.** As set forth within 158.217.

(1) Crop raising; poultry, livestock or cattle production: dairy farming; goats; fruit growing: flower and shrub growing: plant nursery (wholesale only); bee keeping; fish hatchery; forestry; and including accessory uses or structures on lots or parcels that are a minimum of one hundred (100) compact acres.

(E) **Minimum Lot Requirements.** Ten thousand (10,000) square feet and a minimum width of eighty (80) feet. More than one (1) permitted or special exception use may be located upon the lot. Billboards, transmission towers, pumping and relay facilities may be located on lots smaller than ten thousand (10,000) sq. feet.

(F) **Maximum Building Coverage.** Thirty ~~Fifty~~ (~~5~~30%) percent, provided that the combined area coverage of all impervious surfaces shall not exceed eighty (80%) percent.

(G) **Maximum Building Height.** Fifty (50) feet, except for transmission and broadcast towers. ~~Exceptions to the height limit may be considered through the variance application process.~~

(H) **Minimum Living Area.** For use by a manager or security guard only, mobile home or apartment: Six hundred (600) square feet.

(I) **Setback Requirements and ~~Buffering~~ Landscaping.**

(1) **Front, Side, and Rear Setbacks.** Each lot shall have front, side and rear building setback of ten (10) feet provided that no setback is required from a railroad or limited access highway right-of-way.

(2) Setbacks shall not apply to stormwater facilities including lakes, canal, and control structures which may have a zero (0) setback.

(3) ~~**Buffering**~~ **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. ~~Buffering shall be provided in accordance with the provisions of subsection 153.04(G).~~ 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.

Secs. 158.138—158.154. Reserved.

ARTICLE IX.5. LIMITED MIXED USE ZONING DISTRICT

Sec. 158.155. Limited Mixed Use Zoning District (LMD).

(A) **Purpose.** It is the intent and purpose of the Limited Mixed Use Zoning District (LMD) to allow, upon specific application, the conversion of single-family residential lots of record to multi-family, institutional, professional/business office or limited retail uses in a planned manner consistent with the Comprehensive Plan. This district sets specific requirements for land assembly, off-street parking, drainage setbacks, access and buffering to insure a planned development which provides for the efficient and economical use of land, appropriate or harmonious variety in physical development, a high compatibility with adjacent existing and future development and which provides for safe and efficient access to major transportation facilities.

(B) **Limited Mixed Use District Defined.** For the purpose of this chapter, a limited mixed use district (LMD) is defined as land planned under unified control and developed in a coordinated manner in one or more development phases according to an approved conceptual plan, and with programs for full maintenance and operations for facilities and improvements such as parking and driveways, drainage, buffers and landscaping.

(C) **Permitted Principal Uses and Structures.** The following principal uses and structures are permitted:

(1) Any permitted ~~or special exception~~ use listed in the professional ~~(P)~~ zoning district (P).

(2) Any permitted ~~or special exception~~ use listed in institutional ~~(I)~~ zoning district (I).

(3) Any permitted ~~or special exception~~ use listed in the multiple-family residential ~~(RM-11)~~ zoning district (RM-11).

(4) Retail or personal service uses conducted wholly within an enclosed building, including the retail sales of beer and wine for off and incidental on premises consumption in accordance with Chapter 110, but not including convenience/gas sales~~, restaurants and the sales of alcoholic beverages~~. These uses shall not exceed fifty percent (50%) of the building's gross floor area and no one use shall exceed 5,000 square feet. The ~~site~~ conceptual plan required under section 158.155(M)(1)(c) shall specify those areas of the building to be used for retail uses.

(5) Restaurants 5,000 square feet or less (not including drive-through facilities) with or without an alcoholic beverage license for on premises consumption of alcoholic beverages in accordance with Chapter 110. The conceptual plan required under section 158.155(M)(1)(c) shall specify those areas of the building to be used for restaurants.

(D) **Special Exception Use.**

(1) Any special exception use listed in the professional zoning district (P). ~~Bank or savings and loan association, with or without a drive-thru~~;

(2) Any special exception use listed in institutional zoning district (I).

(3) Any special exception use listed in the multiple-family residential zoning district (RM-11).

(4) ~~(2)~~ Retail plant nursery.

(5) ~~(3)~~ Retail or personal service uses, exceeding fifty percent (50%) of the building's gross floor area, conducted wholly within an enclosed building, including the retail sales of beer and wine for off and incidental on premises consumption in accordance with Chapter 110, but not including convenience/gas sales. ~~, restaurant and the sales of alcoholic beverages. No one use shall exceed five thousand (5,000) square feet. A minimum lot depth of two hundred forty (240) feet off of the primary road frontage shall be provided and in no case shall the minimum lot be less than forty thousand (40,000) square feet.~~ The ~~site~~ conceptual plan required under section 158.155(M)(1)(c) shall specify those areas of the building to be used for retail uses.

~~(4) Restaurants (not including drive-in facilities) with or without an alcoholic beverage license for on premises consumption of beer and wine in accordance with Chapter 110; and~~

(6) Any use exceeding five thousand (5,000) square feet.

(E) **Accessory Uses.** As set forth in section 158.217

(F) **Minimum Lot Requirements/Maximum Residential Density.**

(1) As set forth in the Comprehensive Plan, and pursuant to conceptual plan approval. In no case shall the minimum lot be less than twenty thousand (20,000) square feet.

(2) The maximum gross project density shall be eleven (11) units per acre.

(3) Properties located within conversion areas as defined by this chapter shall meet the requirements contained within the "City of Port St. Lucie Land Use Conversion Manual".

(G) **Maximum Building Coverage.** Forty percent (40%), provided that the maximum impervious surface area does not exceed eighty percent (80%).

(H) **Maximum Building Height.** Thirty-five (35) feet except for the ROI (Residential, Office, Institutional) conversion area as defined in the "City of Port St. Lucie Land Use Conversion Manual," lying between Airoso and US #1, where the maximum building height shall be one (1) story.

(I) **Minimum Building Size and Minimum Living Area.**

(1) Commercial and office buildings shall have a minimum total gross floor area of one thousand two hundred (1,200) square feet.

(2) Multiple-family dwelling: One (1) bedroom, seven hundred (700) square feet; efficiency or studio apartment, six hundred (600) square feet.

(3) Single-family dwelling: Minimum size house of one thousand four hundred (1,400) square feet.

(4) Townhouse dwelling: Eight hundred (800) square feet.

(J) **Setback Requirements and ~~Buffering~~ Landscaping.**

(1) **Front Setback.** Each lot shall have a front yard with building setback line of twenty-five (25) feet.

(2) **Side Setback.** Each lot shall have two side yards, each having a building setback line of ten (10) feet. A building setback line of twenty-five (25) feet shall be required when the yard adjoins a public road right-of-way.

(3) **Rear Setback.** Each lot shall have a rear yard with a building setback line of ten feet. A setback line of twenty-five (25) feet is required when the yard adjoins a residential land use or a public road right-of-way. A fifty-foot rear yard building setback line shall be required for two-story buildings adjacent to single family residential lots.

(4) ~~**Buffering**~~ **Landscaping Requirements.** Landscaping and buffering requirements are subject to Chapter 154. ~~Where applicable, buffering shall be required in accordance with the landscaping requirements of Chapter 153 and the Comprehensive Plan - 1998.~~ All mechanical equipment shall be screened from property zoned residential. This screening shall be designed as both a visual barrier and a noise barrier. The Site Plan Review Committee, Planning and Zoning Board and/or the City Council may require additional buffering or specify plant material.

(K) **Off-Street Parking and Service Requirements.** As set forth in section 158.221

(L) **Special Standards for District Establishment and Internal Design.** In reaching recommendations and decisions as to rezoning land to LMD, the Planning and Zoning Board shall apply the performance standards for the appropriate conversion area contained in the "City of Port St. Lucie Land Use Conversion Manual."

In order to insure the proposed uses are compatible with surrounding development, the City Council shall have the authority to place conditions or restrict activities based on the following:

(1) Requirements as set forth in section 158.260.

(2) Access, requiring execution of agreements for joint access and/or cross access easements with adjacent property owners;

(3) Hours of operation;

(4) Compatible uses, excluding certain incompatible uses; and

(5) Site development details, including but not limited to the following; building elevations and locations, lighting, dumpster locations, etc.

(M) **Procedures for Rezoning Land to Limited Mixed Use Zoning District (LMD).**

(1) Application materials to be submitted:

a. A statement presenting firm evidence of unified control of the entire area within the proposed LMD.

b. An agreement to proceed with the proposed development according to the provisions of these zoning regulations and such conditions as may be attached to the rezoning and/or the conceptual plan of the land to LMD.

c. ~~Preliminary development~~ Conceptual plan drawn to scale containing: the title of the project and the names of the professional project planner and the developer; scale, date, north arrow and

general location map; boundaries of the property involved, all existing streets, buildings, water courses, easements, section lines and other existing important physical features in and adjoining the project; locations of the different uses proposed, including off-street parking and off-street loading locations, lighting, dumpster locations; conceptual plan showing access and traffic flow and how vehicular traffic will be separated from pedestrian and other types of traffic; tabulations of total gross acreage in the development and the percentages thereof proposed to be devoted to the several dwelling types, other proposed uses, streets and other reservations; tabulations demonstrating the project densities and the proposed number and types of dwelling units; tabulations demonstrating the intensity in square feet of non-residential uses by type. This conceptual plan shall become a part of the application and shall form the basis for the approval of the rezoning.

d. Preliminary building elevations drawn to scale depicting the overall design concept including a description of style and materials to be used.

e. Landscape plan pursuant to Chapter 154~~3~~.

(2) Review by Site Plan Review Committee, Planning and Zoning Board and City Council. The Planning and Zoning Board and the City Council shall proceed in general as for other applications for rezoning and site plan approval.

(N) **Final Plan Required.** A final plan shall be submitted within two (2) years of conceptual plan approval. Final plans shall proceed as for an application for site plan approval subject to the provisions of sections 158.235 through 158.245. For phased applications, final plans shall be submitted within one year of the date of commencement of that phase. The City Council may grant one-year extensions of final plan deadlines upon due cause being shown.

(O) **Compliance with Conditions.** As set forth in section 158.262.

(P) **Changes to Conceptual Plan.** Any change to the conceptual plan and/or changes to proposed uses, is subject to the newspaper notice and public hearing requirements as set forth for rezonings in this chapter and shall be submitted to the Site Plan Review Committee and the Planning and Zoning Board for review and recommendation, and the recommendations of the committee and board shall be entered into the official record of the application and shall be considered by the City Council prior to the taking of official action upon application.

Secs. 158.156—158.169. Reserved.

ARTICLE X. PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT

Sec. 158.170. Purpose.

(A) It is the intent and purpose of this district to provide, upon specific application and through the processes of unified planning and coordinated development, for the creation of new neighborhood or community areas offering a physical, social, and economic environment of high quality. Specific objectives of the district include the establishment of an orderly pattern of land uses geared to accommodate both near-term and long-term community needs; the efficient and economical use of land; and appropriate and harmonious variety in physical development; creative design; a high level of living and working amenities, including plentiful open space and recreation opportunities; efficient and effective systems of public facilities and services; a high degree of compatibility with adjacent and nearby existing and future development; appropriate conservation and preservation of natural features and resources; and the staging of development so as to best serve the general welfare of the City.

(B) Regulations for planned unit developments are intended to accomplish the purposes of zoning, subdivision regulation, and other applicable City regulations to the same degree as in instances where City regulations are intended to control development on a lot-by-lot basis rather than on a unified development approach. However, it is essential that the regulations and requirements applying to planned unit developments be sufficiently flexible in structure so as to encourage creative and imaginative design in planning and development. Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the City and the requirements established by official action upon a specific planned unit development, the latter requirements shall govern.

Sec. 158.171. Definition.

For the purpose of this subchapter the following definition shall apply unless the context clearly indicates or requires a different meaning:

Planned Unit Development (PUD). Land planned under unified control and developed in a coordinated manner in one (1) or more development phases for uses and structures well suited to the development itself and the surrounding area of which it is a part, according to an approved conceptual plan of development, and with programs for full maintenance and operation of any facilities and services, not to be dedicated to, and accepted by, a public agency for public ownership, operation and maintenance. PUD's may be for commercial, office, industrial, institutional or residential development or for a mixture of various land uses.

Sec. 158.172. Standards for District Establishment.

In reaching recommendations and decisions as to rezoning land to PUD classification, the Planning and Zoning Board and the City Council shall apply the following standards in addition to the standards and procedures of sections 158.315 through 158.322 applicable to the rezoning of land generally:

(A) **Area Requirement.** In general, the area of a proposed planned unit development district will have to be of substantial size to permit its design and development as a cohesive unit fulfilling the stated purpose and objectives of these regulations and to establish the district as a meaningful segment of the larger community. Each proposed district shall therefor be evaluated as to its adequacy in size with respect to both the nature and character of its internal design and to its specific location within the City. The minimum size of a PUD district to be considered for establishment shall be two (2) acres.

(B) **Relation to Major Transportation Facilities.** PUD districts shall be so located with respect to arterial or major streets, highways, collector streets, or other transportation facilities as to provide suitable access to those districts without creating or generating traffic along minor streets in residential areas or districts outside the PUD districts.

(C) **Relation to Utilities, Public Facilities, and Services.** PUD districts shall be required to obtain developers agreements regarding provision of utilities, to meet the requirements of the Comprehensive Plan regarding levels of service (LOS) for public facilities and to meet the requirements of Chapter 160, Concurrency Management System.

(D) **Physical Character of the Site.** The site shall be suitable for development in the manner proposed without hazards to persons or property, on or off the tract, from probability of flooding, erosion, or other dangers, annoyances, or inconveniences. Condition of soil, ground water level, drainage, and topography shall be appropriate to both kind and pattern of use intended.

(E) **Consistency with the City Comprehensive Plan.** To be eligible for consideration, a PUD rezoning proposal must be found to be consistent with all applicable elements of the City's adopted Comprehensive Plan with respect to both its proposed internal design and its relationship to adjacent areas and the City as a whole.

Sec. 158.173. Permitted Uses.

In order to permit maximum flexibility in the design of a proposed planned unit development, no specific permitted uses are established. Uses permitted within a PUD district shall be only those residential, cultural, recreational, business, commercial, industrial, and related uses as are deemed by the City Council to be fully compatible with each other, with the context of the proposed development as a whole, and with the zoning and land use patterns of surrounding areas. The type, general location, and extent of all proposed uses shall be clearly designated as part of the conceptual development plan, and approval of those uses or types of uses as part of a rezoning amendment shall constitute the permitted land use requirements of a particular PUD district to the same extent and degree as were those permitted uses specifically included within these regulations. Any proposed change of approved land usage, other than necessary minor refinements in size, configuration, or location as may be required in the preparation of the detailed development plans, shall require a new hearing and approval action in accordance with the administrative review and approval procedures herein established. Accessory uses normally associated with the uses permitted as part of the approval action

upon a specific PUD proposal shall be permitted at those locations and in an intensity as normally provided for that development within other zoning districts of the city, unless accessory uses are expressly prohibited within the approval action or are otherwise regulated by that action.

Sec. 158.174. Internal PUD Design; Standards.

(A) **Residential Density.** The number and type of residential dwelling units to be permitted within a PUD district or within specific portions of a PUD district shall be as determined by the City Council and stipulated within the approval action. Maximum gross residential density of a PUD district shall be determined by the densities set forth in the City's Comprehensive Plan.

(B) **Access.** Every dwelling unit or other use permitted within a PUD district shall have access to a public or private street (of the type required for the PUD under subsection 158.172(B)) either directly or via an approved private road, pedestrian way, court, or other area dedicated to public or private use, or common element guaranteeing access.

(C) **Internal Lots and Frontage.**

(1) No minimum lot sizes or minimum yards are established for a PUD district under these regulations. However, the applicable minimum lot size and yard size requirements of conventional zoning districts shall be utilized wherever proposed PUD development is essentially equivalent to that development permitted under conventional zoning district classifications. In addition, wherever land within a PUD district has frontage upon preexisting public roads, the front yard requirement of the conventional zoning district most applicable to the use or uses proposed for that land shall apply; and wherever yards within a PUD district abut a conventional zoning district, those yards shall comply with the yard requirements of the conventional zoning district. Where appropriate, the City Council may stipulate minimum lot sizes and minimum yard requirements as part of the approval action.

(2) Land area which would normally be required for residential lots, but which is not so used under the permitted lot size reduction provisions of this section of the chapter, shall be devoted instead to common open space for the enjoyment and use by residents of the development and shall be preserved into perpetuity as open space.

(D) **Minimum Living Area.** The minimum living area requirements shall be as stipulated within the approval action.

(E) **Maximum Building Height.** The maximum height of all residential structures not within a PUD, shall be thirty-five (35) feet. Within a PUD, greater than five (5) acres, the maximum height permitted is seventy-five (75) feet. Any structure greater than thirty-five (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, except for PUDs located within the Port St. Lucie Community Redevelopment Area. The maximum height for

commercial, office, and institutional uses within a PUD located in the Port St. Lucie Community Redevelopment Area may be one hundred twenty (120) feet or ten (10) stories, whichever is less. All such height requests are contingent upon the approval of a master plan and elevation drawings, which illustrate that the proposed height is compatible with the surrounding land uses. The applicant is required to provide adequate information to support the compatibility of the proposed taller structures with the surrounding land uses.

(F) **Provision for Vehicular and Pedestrian Circulation.**

(1) The street and roadway pattern within a PUD shall be designed so as to take advantage of existing natural features and shall provide for a logical and orderly movement of vehicular traffic throughout the development. Provisions shall be made for the reservation or dedication of all rights-of-way needed for the improvement of existing streets or the construction of new streets indicated within the City's adopted Comprehensive Plan. The internal street system shall be properly coordinated with all existing streets and roadways at the project's boundaries, and all streets shall be designed in accordance with City standards and requirements including section 156.098 which limits cul-de-sac lengths to a maximum of one thousand (1,000) feet.

(2) Reductions of right-of-way widths below those normally required may be granted in specific cases where the City Council finds lesser widths are appropriate due to the unique design of the PUD.

(3) Provision shall be made within a PUD for the separation of vehicular and pedestrian traffic, and a system of sidewalks or pedestrian ways shall be incorporated into the PUD design for the exclusive use of pedestrians.

(G) **Off-Street Parking and Off-Street Loading Requirements.** Off-street parking and off-street loading facilities shall be provided as set forth within section 158.221. Compact parking space standards may be used for up to thirty (30%) percent of the total required spaces. A compact parking space shall have a minimum of seven and one-half-foot width and length of fifteen (15) feet.

(H) **Provision for Public Facilities and Services.** Provision shall be made within a PUD district for all public facilities and services deemed essential by the City Council for location and establishment within that district. Required sites for facilities and services shall be of such sizes, proportions, and location so as to effectively serve their intended purposes in a manner beneficial to future residents of the development and to the City as a whole. These sites shall be dedicated to the City or other applicable public body at no cost.

(I) **Underground Utilities.** Within a PUD, all utilities, including telephone, television cable, and electrical systems shall be installed underground. Appurtenances to these systems which require above-ground installation shall be effectively screened and,

thereby, may be exempted from this requirement. Primary facilities providing services to the site of the PUD may be exempted.

(J) **Protection of Natural Features.** Provision shall be made within the design of a PUD for the protection and conservation of significant natural features within or adjacent to the site. Where any alteration of those features is required as part of the development proposed within the PUD district, the developer shall replace the altered features with natural features or areas acceptable to the City.

(K) **Landscaping and Buffering.** Landscaping and buffering requirements are subject to Chapter 154. An alternative landscape plan may be approved for a PUD provided that it fulfills the purpose and intent of Chapter 154. Wherever essential to ensure compatibility, land use areas within a PUD shall be suitably screened from each other and from adjacent development or roadways outside the PUD by appropriate buffering materials. Buffering shall be provided by use of natural vegetation, landscaping berms, or decorative wood or masonry walls.

(L) **Commercial and Industrial Development.** In general, commercial or industrial uses within a PUD district shall be only those deemed essential to serve the needs of the PUD residents and not the general needs of the surrounding area. However, where it is found by the City that the lands within a proposed PUD district are appropriately located and of proper size and configuration so as to serve an existing or future need or commercial or industrial development of the larger community, provision for the development may be included within that proposed PUD district. No commercial or industrial uses shall be approved as part of a PUD unless the location, site size, and proposed intensity of those uses are found to be consistent with the City's adopted Comprehensive Plan.

Sec. 158.175. Rezoning of Land to PUD; Procedure.

The procedure for rezoning of land to PUD classification is set forth within sections 158.315 through 158.322 and applying to the rezoning of land generally.

(A) Applications, Materials to be submitted. In addition to information required for application for rezoning generally under sections 158.315 through 158.322, the applicant shall submit the following materials or data:

(1) A statement presenting firm evidence of the unified control of the entire area within the proposed PUD. The applicant shall State agreement to: proceed with the proposed development according to the provisions of these zoning regulations and any conditions as may be attached to the rezoning of the land to PUD; provide agreements, contracts, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of rezoning to PUD, and for continuing operation and maintenance of those areas, functions, and facilities as are not to be provided, operated, or maintained at public expense; and bind all successors in title to any commitments made under this subsection (A)(1). All agreements and evidence of unified

control shall be examined by the City Attorney and no rezoning of land to PUD classification shall be adopted without a certification of the City Attorney that agreements and evidence of unified control meet the requirements of these zoning regulations.

~~**Sec. 158.175. Rezoning of Land to PUD; Procedure.**~~

~~The procedure for rezoning of land to PUD classification is set forth within sections 158.315 through 158.322 and applying to the rezoning of land generally.~~

~~(B) Applications, Materials to be submitted. In addition to information required for application for rezoning generally under sections 158.315 through 158.322, the applicant shall submit the following materials or data:~~

~~(1) A statement presenting firm evidence of the unified control of the entire area within the proposed PUD. The applicant shall State agreement to: proceed with the proposed development according to the provisions of these zoning regulations and any conditions as may be attached to the rezoning of the land to PUD; provide agreements, contracts, deed restrictions, and sureties acceptable to the City for completion of the development according to the plans approved at the time of rezoning to PUD, and for continuing operation and maintenance of those areas, functions, and facilities as are not to be provided, operated, or maintained at public expense; and bind all successors in title to any commitments made under this subsection (A)(1). All agreements and evidence of unified control shall be examined by the City Attorney and no rezoning of land to PUD classification shall be adopted without a certification of the City Attorney that agreements and evidence of unified control meet the requirements of these zoning regulations.~~

(2) A statement as to the density of development sought for the PUD and the supporting evidence or documentation as the applicant may feel is pertinent to enable the Planning and Zoning Board and the City Council to determine whether or not the density of development requested is reasonable and proper.

(3) A conceptual development plan ~~which is processed under sections 158.235 through 158.245~~ <u>at the appropriate scale containing</u>:

a. <u>PUD name, date, north arrow, and the legal description, boundary dimensions and area in acreage of the property;</u>

b. <u>Name and address of owner, surveyor, engineer, and any other professional consultants involved with the generation of the plan information;</u>

c. <u>Total gross acreage and square feet or acres devoted to various uses by type and density;</u>

d. A general location map showing relationship of the proposed PUD to surrounding development including surrounding future land use and zoning;

e. The location of existing and proposed streets, easements, drainage areas, common areas such as parks and open space, water courses, and other existing important physical features in or adjoining the property;

f. Delineation of all wetlands and upland habitat areas;

g. General character, size, and location of buildings, parking areas, landscape and buffer areas, minimum lot size and total number of lots, if applicable; and

h. Phase boundaries and schedule of project completion by phase, if applicable.

(4) Proposed zoning district regulations such as minimum rear side, and front yards, maximum building coverage, minimum building height (nonresidential only), permitted uses and accessory uses, minimum lot requirements, minimum internal rear, side or front yards, minimum living area, as may be relevant to the PUD proposed.

(5) A statement showing proposed modifications of zoning or other applicable City regulations where it is intended by the applicant that the modification serves the public interest to an equivalent degree.

(6) Where necessary due to the unique character of the land involved, the size or intensity of the proposed development, or the types of proposed uses, the applicant may wish to submit or may be required by the City to submit one (1) or more of the following: an ecological survey; a comprehensive drainage study; a school impact study, including a letter from the county school board in keeping with the provisions of F.S. § 235.193; a recreation impact study; a traffic impact study; or a marketability study.

(C) **Procedures.** On applications for rezoning of land to PUD classification, the Planning and Zoning Board and the City Council shall proceed in general as for other applications for rezoning of land and approval of a conceptual site plan. PUD's generally require several revisions to the conceptual development plan prior to a final recommendation. The applicant should consider this in scheduling for final approvals.

(1) The site plan review committee shall review each PUD plan and vote to recommend approval, to recommend approval with conditions, or to recommend denial of the conceptual development plan. The recommendation shall be forwarded to the Planning and Zoning Board with the application.

(2) In recommending rezoning of land to PUD classification, the Planning and Zoning Board may recommend and the City Council may attach suitable conditions, safeguards, and stipulations, including but not limited to the following:

a. Types or categories of land uses to be permitted within the district or specified portions thereof;

b. Residential density to be permitted within the district or specified portions thereof;

c. Minimum building lot sizes, required yards, building setbacks, floor area requirements, and maximum impervious surface area to be permitted within the district or specified portions thereof;

d. Intensity of nonresidential uses to be permitted within the district or specified portions thereof, including square footage and floor area, height of structures, and amounts of land to be utilized for parking and other open space activities;

e. Amounts, locations, and types of recreational areas, parks, open spaces, and facilities to be provided within the district or specified portions thereof, with dedication thereof to the public at no cost;

f. Provisions to be made for necessary public facilities or services required by the district or specified portions thereof, with dedication thereof to the City or other applicable public body at no cost;

g. Method of staging of various development phases within the district, including both the sequence and timing of those phases and the required dates for filing of final development plans.

(3) In the application of those conditions and stipulations, applicable standards set forth within the conventional zoning districts of this Code shall be utilized wherever possible. Any conditions, safeguards, and stipulations made at the time of rezoning to PUD shall be binding upon the applicant or any successors in interest. Deviations from approved plans or failure to comply with any requirement, condition, safeguard, or stipulation shall constitute a violation of these zoning regulations.

(4) A statement as to the density of development sought for the PUD and the supporting evidence or documentation as the applicant may feel is pertinent to enable the Planning and Zoning Board and the City Council to determine whether or not the density of development requested is reasonable and proper.

(5) A conceptual development plan which is processed under sections 158.235 through 158.245

(6) Proposed zoning district regulations such as minimum rear side, and front yards, maximum building coverage, minimum building height (nonresidential only), permitted uses and accessory uses, minimum lot requirements, minimum internal rear, side or front yards, minimum living area, as may be relevant to the PUD proposed.

(7) A statement showing proposed modifications of zoning or other applicable City regulations where it is intended by the applicant that the modification serves the public interest to an equivalent degree.

(8) Where necessary due to the unique character of the land involved, the size or intensity of the proposed development, or the types of proposed uses, the applicant may wish to submit or may be required by the City to submit one (1) or more of the following: an ecological survey; a comprehensive drainage study; a school impact study, including a letter from the county school board in keeping with the provisions of F.S. § 235.193; a recreation impact study; a traffic impact study; or a marketability study.

(D) **Procedures.** On applications for rezoning of land to PUD classification, the Planning and Zoning Board and the City Council shall proceed in general as for other applications for rezoning of land and approval of a conceptual site plan. PUD's generally require several revisions to the conceptual development plan prior to a final recommendation. The applicant should consider this in scheduling for final approvals.

(1) The site plan review committee shall review each PUD plan and vote to recommend approval, to recommend approval with conditions, or to recommend denial of the conceptual development plan. The recommendation shall be forwarded to the Planning and Zoning Board with the application.

(2) In recommending rezoning of land to PUD classification, the Planning and Zoning Board may recommend and the City Council may attach suitable conditions, safeguards, and stipulations, including but not limited to the following:

(3) Types or categories of land uses to be permitted within the district or specified portions thereof;

(4) Residential density to be permitted within the district or specified portions thereof;

(5) Minimum building lot sizes, required yards, building setbacks, floor area requirements, and maximum impervious surface area to be permitted within the district or specified portions thereof;

(6) Intensity of nonresidential uses to be permitted within the district or specified portions thereof, including square footage and floor area,

height of structures, and amounts of land to be utilized for parking and other open space activities;

(7) Amounts, locations, and types of recreational areas, parks, open spaces, and facilities to be provided within the district or specified portions thereof, with dedication thereof to the public at no cost;

(8) Provisions to be made for necessary public facilities or services required by the district or specified portions thereof, with dedication thereof to the City or other applicable public body at no cost;

(9) Method of staging of various development phases within the district, including both the sequence and timing of those phases and the required dates for filing of final development plans.

(10) In the application of those conditions and stipulations, applicable standards set forth within the conventional zoning districts of this Code shall be utilized wherever possible. Any conditions, safeguards, and stipulations made at the time of rezoning to PUD shall be binding upon the applicant or any successors in interest. Deviations from approved plans or failure to comply with any requirement, condition, safeguard, or stipulation shall constitute a violation of these zoning regulations.

Sec. 158.176. Establishment of PUD District to be by Ordinance.

Each establishment of a PUD district shall be by the means of an ordinance duly adopted by the City Council in conformity with all procedures of law pertaining to rezoning of land within the City. Any said ordinance shall incorporate the conceptual plan and all stipulations and conditions embodied within the approval action.

Sec. 158.177. Changes in Conceptual Plans.

(A) Minor changes in conceptual plans approved as a part of the rezoning to PUD may be permitted. The City Council upon application by the developer or his successors in interest, without the filing of a new application for PUD rezoning, provided that any change does not result in any of the following:

(1) An overall increase in number of dwelling units of over one (1%) percent.

(2) A reduction of the area set aside for community open space or a relocation thereof of more than five (5%) percent.

(3) An overall increase in proposed floor area of over five (5%) percent.

(4) An overall increase by more than five (5%) percent of the total impervious surface area.

(5) An increase in the number of floors of building or an increase in height.

(6) A modification in original design concept, such as an addition of land use category, change in traffic pattern or access and egress, or an increase of traffic generation exceeding that previously submitted by more than ten (10%) percent.

(7) Any increase or decrease of more than ten (10%) percent of the total land area occupying a particular land use.

(B) To apply for a minor change in conceptual plans, the developer or his successors in interest shall submit the following information to the office of the Zoning Administrator.

(1) An up-to-date statement presenting evidence of unified control of the entire area within the PUD and a renewed agreement to all provisions set forth in subsection 158.175(A)(1).

(2) A written statement clearly setting forth all proposed changes in the conceptual plan, setting forth in comparable fashion all applicable plan data and for both the currently approved conceptual plan and the conceptual plan as proposed for change.

(3) Revised copy of the conceptual development plan containing all proposed changes.

(4) A revised copy of all other documents or reports submitted as part of the original application and affected by the proposed changes.

(5) Revised copies of any additional covenants, agreements, or stipulations made a part of the original approval action and affected by the proposed changes.

(C) Any application for minor changes in conceptual plans is subject to the newspaper notice and public hearing requirements as set forth for rezonings in this chapter and shall be submitted to the site plan review committee and Planning and Zoning Board for review and recommendation, and the recommendations of the committee and board shall be entered into the official record of the application and shall be considered by the City Council prior to the taking of official action upon application. Any proposed change in conceptual plans which does not qualify as a minor change as set forth above shall be considered a major change and shall require a rezoning application meeting all applicable requirements of this chapter for PUD rezoning.

Sec. 158.178. Time Limit for Proceeding with Final Development Plan.

(A) If the final development plan as set out in section 158.179 has not been filed for approval within two (2) calendar years of the date of rezoning of land to PUD, or within one (1) calendar year following a stipulated date for filing in case of a phased PUD development, then the PUD classification shall remain on the land, but plan approval shall be required by the City Council with procedure as for a new application for rezoning

(including payment of fees)~~ and no new application shall have the effect of increasing the density or intensity of development previously approved~~. Extensions of time limits may be granted by the City Council upon due cause being shown.

(B) The request for an extension must be in writing to the Zoning Administrator prior to the expiration date. Failure to apply for an extension prior to the expiration date shall cause the PUD plan to expire without notice on the expiration date. If the request is timely filed, the PUD plan shall remain valid until the request for an extension is acted upon by the City Council; provided, however, that after the initial plan or extension expiration date, no final development plan shall be approved until the request for an extension of plan approval is acted upon by the City Council.

(C) All applications for extensions to development timetables must include specific reason(s) why the authorized timetable deadline cannot be met. The request for an extension shall be reviewed by staff to ensure that the proposed extension is in compliance with the current Comprehensive Plan, Land Development Regulations, and other city requirements. Each extension shall be limited to a maximum period of two (2) years and shall not exceed 4 years in total.

Sec. 158.179. Final Development Plan.

Plans for development of land rezoned in PUD shall be processed in accordance with procedures established in the City's subdivision regulations or site plan review requirements. The same information and data shall be furnished at each stage of plan approval as is required for subdivision or site plan submission. The final development plan required and submitted shall be in substantial compliance with the conceptual development plan submitted as part of the application for rezoning to PUD. In addition to the provisions of the subdivision regulations or site plan review requirements found to be applicable, the following information shall be provided (where applicable, typical or standardized data may be provided for divisions (A) through (D) below):

(A) Building locations and architectural definitions of all structures proposed which are a part of the project shall be depicted upon the tentative plan or plat and the supplementary materials.

(B) Master landscape plan depicting existing and proposed vegetation and locations thereof on the site.

(C) Walls and planting screens, locations, heights, and materials.

(1) Tabulations analyzing the number of total gross acres in the project and the percentages thereof proposed to be utilized by the several building types, other nonresidential uses, off-street parking and off-street loading, streets, recreation areas, parks, schools, and other reservations. Tabulations of total number of dwelling units in the project by types and the overall project density in dwelling units.

(2) Prior to approval of a final development plan, the developer shall file, as specified at the time of rezoning, a legally constituted maintenance

association agreement for improving, perpetually operating, and maintaining the common facilities to be held in private ownership, including streets, drives, parking areas, and open space and recreation facilities; or he shall file all documents as are necessary to show how the common areas are to be improved, operated, and maintained. These documents shall be subject to the approval of the City Attorney.

Sec. 158.180. Variances.

Application for and consideration of any variances from the terms of an established PUD district shall be in accordance with procedures set forth within sections 158.295 through 158.302.

Sec. 158.181. Building Permits, Certificates of Occupancy.

No building permit or certificate of occupancy or zoning compliance shall be issued in or for development in a PUD district except in conformity with all provisions of the rezoning to PUD classification and plans submitted under section 158.237.

Sec. 158.182. Status of Existing PUD District.

Existing PUD districts for which concept development plans have been approved shall be eligible to proceed under the terms of the approval action of the concept development plans, but those PUD districts shall be fully subject to the provisions of section 158.178, establishing a time limit for proceeding with the final development plan. Existing PUD districts for which no concept development plans have been approved shall be required to meet all requirements for concept development plan submittal and approval within one (1) calendar year from the effective date of passage of these revised PUD regulations. In the event application for concept plan approval is not made within that period, the City Council may take steps to rezone the affected property to a conventional zoning district classification deemed appropriate. One (1) six-month extension of this provision may be granted by the City Council upon due cause shown.

Sec. 158.183. Fees.

Fees for the filing of PUD applications and final development plans shall be established by the City Council.

Secs. 158.184. Reserved

ARTICLE X.5. MASTER PLANNED UNIT DEVELOPMENT (MPUD) ZONING DISTRICT

Sec. 158.185. Purpose.

(A) It is the intent and purpose of this district to provide, upon specific application and through the processes of unified planning and coordinated development, for the creation of large-scale, sustainable new communities with mixed uses. The specific objectives of the district are to incorporate a mixture of land uses, consistent with the

densities and intensities authorized by the new community development (NCD) future land use designation; provide a greater variety of uses closer to home and work; reduce reliance on the automobile and build a sense of place and community; provide wildlife corridors and upland habitat preservation; provide a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries; provide adequate public facilities; replace piecemeal planning which reacts to development on a project-by-project basis with a long-range vision to create an integrated new community.

(B) Regulations for master planned unit developments (MPUD) are intended to accomplish the purposes of zoning, planning and design principles and standards that shall govern development within the MPUD. 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 the MPUD regulation book, the MPUD regulation book shall prevail.

Sec. 158.186. Definition.

For the purpose of this article the following definition shall apply unless the context clearly indicates or requires a different meaning.

MASTER PLANNED UNIT DEVELOPMENT (MPUD). Land that is part or all of an NCD future land use district, or any sub-district and is included in or approved as part of a development of regional impact. The area is under unified control and developed in a coordinated manner in one (1) or more development phases according to an approved MPUD Conceptual master plan and regulation book.

Sec. 158.187. Standards for District Establishment.

In reaching recommendations and decisions as to rezoning land to MPUD classification, the Planning and Zoning Board and the City Council shall apply the following standards in addition to the standards and procedures of sections 158.315 through 158.322 applicable to the rezoning of land generally:

(A) Area Requirement. The minimum size of a MPUD district to be considered for establishment shall be one ~~two~~ hundred (~~2~~100) acres. Boundaries of the area shall be identified and established.

(B) Relation to Major Transportation Facilities. MPUD districts shall be so located with respect to arterial or major streets, highways, collector streets, or other transportation facilities as to provide suitable access to those districts.

(C) Relation to Utilities, Public Facilities, and Services. MPUD districts shall be required to obtain developers agreements regarding provision of utilities, public facilities and services as applicable.

(D) Development of Regional Impact (DRI). The proposed MPUD district shall be located within an approved DRI and be consistent with all applicable conditions of the approved DRI development order.

(E) **Consistency with the City Comprehensive Plan.** To be eligible for consideration, a MPUD rezoning proposal must be found to be consistent with all applicable elements of the City's adopted Comprehensive Plan with respect to both its proposed internal design and its relationship to adjacent areas and the City as a whole.

Sec. 158.188. Permitted Uses.

Uses permitted within a MPUD District shall be those deemed by the City Council to be fully compatible with the land use sub-categories (residential, neighborhood/village commercial, town center, resort, mixed use or employment centers) consistent with Policies 1.2.2.1 through 1.2.2.8 of the City's Comprehensive Plan and as shown on the conceptual master plan adopted as part of the future land use element for each NCD district. The type, general location, and extent of all proposed uses shall be clearly designated as part of the MPUD Conceptual Master Plan and the permitted uses shall be listed in the MPUD regulation book. Approval of those uses or types of uses as part of a rezoning amendment shall constitute the permitted land use requirements of a particular MPUD district to the same extent and degree as were those permitted uses specifically included within these regulations. Accessory uses normally associated with the uses permitted as part of the approval action upon a specific MPUD proposal shall be permitted at those locations and in an intensity as normally provided for that development within other zoning districts of the city, unless accessory uses are expressly prohibited within the approval action or are otherwise regulated by that action.

Sec. 158.189. MPUD Conceptual Master Plan and Regulation Book Requirements.

(A) **Land Uses.** Identification of Residential, Neighborhood/Village Commercial, Town Center, Resort, Mixed Use or Employment Centers consistent with Policies 1.2.2.1 through 1.2.2.8 of the City's Comprehensive Plan. Identify the gross and net useable land area.

(B) **Density.** A computation of residential density and non-residential intensity.

(C) **Access.** Every dwelling unit or other use permitted within a MPUD district shall have access to a public or private street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access.

(D) **Zoning Regulations.** Zoning regulations shall be established for each land use including, but not limited to:

(1) Minimum lot size and frontage;

(2) Minimum rear, side and front yard setbacks;

(3) Maximum building coverage;

(4) Building height;

(5) Minimum living area;

(6) Density; and

(7) Permitted uses and accessory uses.

(E) **Provision for Vehicular and Pedestrian Circulation.**

(1) The street and roadway pattern within a MPUD shall be designated to promote a pedestrian and bicycle friendly environment with an emphasis on connection to surrounding areas. For each facility to be included in the MPUD, design criteria shall be included addressing:

(11) Right-of-way width.

(12) On-street parking (if applicable).

(13) Design cross sections.

(14) Streetscape design.

(2) A network of pedestrian trails and bicycle paths, with shortcuts and alternatives to travel along high-volume streets shall be provided within or in proximity to each residential area.

(F) **Transit Oriented Design Features.** The following shall be considered to encourage the establishment and use of transit:

(1) Mix of land uses vertically as well as horizontally;

(2) Inclusion of civic uses:

(3) Locate higher density housing within or near neighborhood/village commercial areas, town centers and mixed use areas;

(4) Design of street networks with multiple connections and relatively direct routes; <u>and</u>

(5) Encourage shared use of parking areas and innovative parking design.

(G) **Off-Street Parking and Off-Street Loading Requirements.** Off-street parking and off-street loading facilities shall be provided as set forth within section 158.221. Compact parking space standards may be used for up to thirty (30) percent of the total required spaces. A compact parking space shall have a minimum of seven and one-half-foot width and length of fifteen (15) feet. Shared or joint use of parking facilities between and among uses is permitted in town center and mixed use areas when:

(1) There is a relationship among the land uses utilizing shared parking that will attract drivers to two (2) or more uses in a single strip; and

(2) There is adequate linkage between the parking and each of the uses sharing the parking; and

(3) The applicant has submitted a properly drawn legal instrument executed by the parties concerned showing agreement to such use and specifying the duration of the agreement; and

(4) A shared parking analysis is submitted.

(H) **Provision for Public Facilities and Services.** Provision shall be made within a MPUD District for all public facilities and services deemed essential by the City Council for location and establishment within that district. Required sites as provided for in either annexation/developer agreements or a DRI development order for facilities and services shall be of such sizes, proportions, and location so as to effectively serve their intended purposes in a manner beneficial to future residents of the development and to the city as a whole. These sites shall be dedicated to the city or other applicable public body as provided for in either annexation/developer agreements or a DRI development order.

(I) **Underground Utilities.** Within a MPUD, all utilities, including telephone, television cable, and electrical systems shall be installed underground wherever possible (i.e. excluding transmission and distribution power lines). Appurtenances to these systems which require above-ground installation shall be effectively screened and, thereby, may be exempted from this requirement. Primary facilities providing services to the site of the MPUD may be exempted.

(J) **Open Space and Recreation Areas.** Open space and recreational areas shall be provided consistent with Policy 1.1.4.7 of the city's comprehensive plan.

(K) **Wetlands and Uplands.** Identification of extent and location of wetland and native upland habitat preservation areas.

(L) **Stormwater.** Identification of the preliminary areas suitable to address stormwater management requirements. Stormwater retention areas should be consistent with South Florida Water Management District requirements, however retention area shapes and dimensions are conceptual and may be modified to accommodate final site plans.

(M) **Landscaping and Buffering.** Landscaping and buffering requirements are subject to Chapter 154. An alternative landscape plan may be approved for a MPUD provided that it fulfills the purpose and intent of Chapter 154. Wherever essential to ensure compatibility, land use areas within a MPUD shall be suitably screened from each other and from adjacent development or roadways outside the MPUD by appropriate buffering materials. Buffering shall be provided by use of natural vegetation, landscaping berms, or decorative wood or masonry walls.

(N) **DRI Requirements.** The applicant may be required to include one or more of the following to demonstrate compliance with the approved DRI development order conditions: an ecological survey, drainage study, recreation impact study or traffic study.

Sec. 158.190. Rezoning of Land to MPUD; Procedure.

The procedure for rezoning of land is set forth within sections 158.315 through 158.322.

(A) **Applications, Materials to Be Submitted.** In addition to information required for application for rezoning generally under sections 158.315 through 158.322, the applicant shall submit the following materials or data:

(1) A statement presenting firm evidence of the unified control of the entire area within the proposed MPUD. The applicant shall state agreement to: proceed with the proposed development according to the provisions of these zoning regulations and any conditions as may be attached to the rezoning of the land to MPUD. All agreements and evidence of unified control shall be examined by the City Attorney and no rezoning of land to MPUD classification shall be adopted without a certification of the City Attorney that agreements and evidence of unified control meet the requirements of these zoning regulations.

(2) A conceptual master plan and regulation book as specified in section 158.188. These are processed under sections 158.235 through 158.245

(B) **Procedures.** On applications for rezoning of land to MPUD classification, the Planning and Zoning Board and the City Council shall proceed in general as for other applications for rezoning of land and approval of a conceptual master plan:

(1) The Site Plan Review Committee shall review each MPUD plan and vote to recommend approval, to recommend approval with conditions, or to recommend denial of the conceptual master plan. The recommendation shall be forwarded to the Planning and Zoning Board with the application.

(2) In recommending rezoning of land to MPUD classification, the Planning and Zoning Board may recommend and the City Council may attach suitable conditions, safeguards, and stipulations, including but not limited to the following:

a. Types or categories of land uses to be permitted within the district or specified portions thereof;

b. Residential density to be permitted within the district or specified portions thereof;

c. Minimum building lot sizes, required yards, building setbacks, building square footage requirements, and maximum impervious surface area to be permitted within the district or specified portions thereof;

d. Intensity of nonresidential uses to be permitted within the district or specified portions thereof, including square footage and height of

structures, and amounts of land to be utilized for parking and other open space activities;

e. Amounts, locations, and types of recreational areas, parks, open spaces and facilities to be provided within the district or specified portions thereof, with dedication thereof to the public at no cost as applicable;

f. Provisions to be made for necessary public facilities or services required by the district or specified portions thereof, with dedication thereof to the City or other applicable entity; and

g. Method of staging of various development phases within the district, including both the sequence and timing of those phases and the required dates for filing of final development plans.

(3) In the application of those conditions and stipulations, applicable standards set forth within the conventional zoning districts of this code shall be utilized wherever possible. Any conditions, safeguards, and stipulations made at the time of rezoning to MPUD shall be binding upon the applicant or any successors in interest. Deviations from approved plans or failure to comply with any requirement, condition, safeguard, or stipulation shall constitute a violation of these zoning regulations.

Sec. 158.191. Establishment of MPUD District to Be by Ordinance.

Each establishment of a MPUD district shall be by the means of an ordinance duly adopted by the City Council in conformity with all procedures of law pertaining to rezoning of land within the city. Any said ordinance shall incorporate the conceptual master plan and regulation book and all stipulations and conditions embodied within the approval action.

Sec. 158.192. Changes in conceptual plans

(A) Changes in conceptual plans approved as a part of the rezoning to MPUD may be permitted. Changes to an approved MPUD which would be considered Major are as follows:

(1) A change which would include a land use not previously permitted under MPUD;

(2) A change which would alter a land use type adjacent to a property boundary except where it is (1) a reduction in density, or (2) a reduction in the intensity of approved residential development unless the reduction locates the residential use adjacent to an incompatible use;

(3) A change which would require an amendment to the City Council's conditions of approval;

(4) A change which would increase the land use intensity within any development phase without a corresponding decrease in some other portion of the overall MPUD; and

(5) An amendment to the phasing which would propose a land use in advance of the development it is designed to support.

(B) Major changes in conceptual plans shall require a rezoning application meeting all applicable requirements of this chapter for MPUD rezoning and are subject to the newspaper notice and public hearing requirements as set forth for rezoninqs in this chapter. For changes to conceptual plans to include a land use not previously permitted or to change a land use type adjacent to a property boundary, notices shall be sent to owners of real property within the area subject to the change and within 750 ~~three hundred (300)~~ feet of the boundary of the area subject to the proposed change.

(C) In addition, the Planning and Zoning Director may consider minor changes which do not trigger the standards listed above or where the developer proposes to reduce the number of units or floor area in one phase of the project and make a corresponding increase in the number of units or square footage in another portion of the project, if other conditions of approval are not adversely affected, nor any other changes are proposed which would be considered a substantial change to the MPUD.

(D) The Planning and Zoning Director may refer Minor changes to an approved MPUD to the Site Plan Review Committee. Any denial of a proposed change by the Director or the Site Plan Review Committee may be appealed to the City Council. All major changes shall follow the procedure for rezoning to MPUD as specified in subsection 158.190(B).

(E) To apply for a change in conceptual master plans, the developer or his successors in interest shall submit the following information to the Planning and Zoning Director.

(1) An up-to-date statement presenting evidence of unified control of the entire area within the MPUD and a renewed agreement to all provisions set forth in subsection 158.190(A)(1).

(2) A written statement clearly setting forth all proposed changes in the conceptual master plan and regulation book, setting forth in comparable fashion all applicable plan data and for both the currently approved conceptual master plan and regulation book.

(3) Revised copy of the conceptual master plan containing all proposed changes.

(4) A revised copy of all other documents or reports submitted as part of the original application and affected by the proposed changes.

(5) Revised copies of any additional covenants, agreements, or stipulations made a part of the original approval action and affected by the proposed changes.

Sec. 158.193. Variances.

Application for and consideration of any variances from the terms of an established MPUD district shall be in accordance with procedures set forth within sections 158.295 through 158.302.

Sec. 158.194. Building Permits, Certificates of Occupancy.

No building permit or certificate of occupancy or zoning compliance shall be issued in or for development in a MPUD district except in conformity with all provisions of the rezoning to MPUD classification and plans submitted under section 158.237.

Sec. 158.195. Status of Existing MPUD District

Existing MPUD districts for which conceptual master plans have been approved shall be eligible to proceed under the terms of the approval action of the plans.

Sec. 158.196. Fees.

Fees for the filing of MPUD applications and final development plans shall be established by the City Council.

Secs. 158.197—158.199. Reserved.

ARTICLE XI. SUPPLEMENTARY USE REGULATIONS

Sec. 158.200. Reserved.

Sec. 158.201. Base Building Line Requirements.

In order to provide for necessary street improvements and extensions to streets, certain base building lines may be established from time to time by the City Council. Where any base building line has been so established, all required setbacks shall be measured from that line, and in no case shall any part of a building, structure, parking area, or other site improvement of a permanent nature be constructed or extended streetward beyond the line.

Sec. 158.202. Setback Required from Natural Body of Water.

No buildings or structures within any single-family residential zoning district shall be erected closer than fifty (50) feet to the mean high water line of any natural and public body of water; no building or structure within a zoning district other than a single-family district shall be erected closer than seventy-five (75) feet to the mean high water line; except that the restriction shall not apply in the case of a boat dock, board walks, marina,

or marina-associated structures. The lots listed below (non-inclusive) shall meet the requirements of this section:

Unit 16	Block 224	Lots 23—26
BGYC Braemar Estates	Tract E	Lots 10—16
BGYC Ballantrae Estates I	Tract J-1	Lots 15—29
BGYC Ballantrae Estates II	Tract J-2	Lots 14—36
River Vista Subdivision	Block 6	Lots 7—18
River Vista Subdivision	Block 7	Lots 4—6; 8
The Point Subdivision		Lots 1—4
Kitching Cove Estates		Lots 1—8
Vikings Landing		Lots 9—12; 36
Vikings Lookout		Lots 7—47
Portage Cove		Lots 2—4
Section 3	Block 397	Lots 1—9
Section 3	Block 431	Lots 1—36
Section 3	Block 441	Lots 31—32
Section 3	Block 457	Lots 1—8
Section 10	Block 483	Lots 1—6
Section 10	Block 543	Lots 1—29
Section 26	Block 463	Lots 53—64
Section 26	Block 472	Lots 79—96
Floresta Pines II	Block 3233	Lots 7—13
Floresta Pines II	Block 3224	Lot 5
Floresta Pines II	Block 3225	Lots 4—15

Sec. 158.203. Setback Requirement for Corner Lot in Single-Family Residential District.

(A) Any corner lot having a width of less than ninety (90) feet at its front property line shall have a side setback requirement of fifteen (15) feet adjacent to the side street.

(B) Any corner lot having a width between ninety (90) feet and one hundred (100) feet at its front property line shall have a side setback requirement of twenty (20) feet adjacent to the side street.

(C) Any corner lot having a width exceeding one hundred (100) feet at its front property line shall have a side setback requirement of twenty-five (25) feet adjacent to the side street.

(D) In applying these requirements, the front property line shall be that most consistent with frontages established by platting or development patterns containing the subject property.

Sec. 158.204. Visibility at Intersections in Zoning Districts.

No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the crown of the road shall be placed or permitted to remain on any corner lot in any zoning district within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the edge of a driveway or alley. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six (6) feet above the roadway intersection elevation to prevent obstruction of sight lines.

Sec. 158.205. Reserved.

Sec. 158.206. Special Design Requirements for Single-Family Residences.

At the time the certificate of occupancy is issued, each single-family residence shall have either a garage or a carport containing a minimum of two hundred (200) square feet and an enclosed storage area with a minimum of eighty (80) square feet which shall be accessible from the outside, garage, or carport.

Sec. 158.207. Reserved.

Sec. 158.208. Moving of Buildings or Structures.

(A) No building or structure shall be moved from one (1) location to another nor shall be raised, jacked up, or prepared to be moved until a special permit for the same shall have been issued by the Building Official, and all approvals and releases from all required agencies concerned have been executed and approved.

(B) Any special moving permit shall be conditioned upon the posting of a bond in an amount to be determined by the Building Official.

(C) Once a special moving permit has been issued the building or structure shall be moved within fourteen (14) days of issuance of the special permit and all necessary improvements required in order for said building or structure to comply with the requirements of the building code shall be completed within ninety (90) days from the date of issuance of the moving permit unless said timeframes are extended by the Building Official upon the showing of delay caused by matters beyond the control of the owner or the house mover.

(D) A special moving permit is separate from the building permit required to construct the foundation where the building or structure is to be placed.

(E) No special moving permit shall be issued that would result in a non-conforming use under the City's zoning code, including, but not limited to, compliance with minimum house sizes.

(F) Moved buildings or structures shall comply with all applicable landscape codes.

(G) Should the move or completion of necessary improvements not occur in the timeframe allotted, the bond posted as a condition of the special moving permit shall be forfeited to the City.

Sec. 158.209. Public Services and Facilities.

Essential services as herein defined shall be permitted in any zoning district. Streets and roads shall be permitted in all zoning districts consistent with all City, County, State, or Federal rules and regulations. Public services and facilities involving buildings, distribution substations, generating plants, or treatment plants shall be permitted within zoning districts only when specifically listed as permitted or special exception uses.

Sec. 158.210. Reserved.

Sec. 158.211. Storage or Accumulation of Materials, Refuse, and Waste Materials Prohibited.

Except as may be expressly permitted within this chapter, no materials, refuse, and waste materials (including ~~inoperative~~ inoperable equipment and vehicles) shall be stored or accumulated outside of a fully-enclosed building within any zoning district. This requirement shall not apply to patio furniture, grills, and other household items specifically designed for outdoor use in residential areas or materials stored in an approved open/outside storage area within Industrial or Service Commercial zoning districts. This requirement also shall not apply to materials related to new construction, provided that all required permits have been obtained for that construction, and that all surplus materials and waste products shall be removed from the premises promptly upon completion of that construction. ~~Any vehicle without a current license plate or a current registration issued by the state shall be deemed to be an inoperative vehicle.~~ Inoperable vehicles may be parked in parking lots at vehicle repair businesses in the Service Commercial and Warehouse Industrial zoning districts for no longer than two weeks, provided the businesses have a current work order for the vehicle(s).

Sec. 158.212. Reserved.

Sec. 158.213. Wireless Communication Antennas and Towers.

Wireless communication antennas and towers shall comply with all applicable structural and safety standards of the Federal Communications Commission (FCC), Edison Electrical Institute (EEI) and/or Electronic Industries Association (EIA), and Federal Aviation Authority (FAA). Commercial wireless communication antennas and towers are considered structures and shall be installed in accordance with all applicable provisions of the building code, plus all conditions of this section.

(A) **Monopole Towers.** Monopole towers are single upright poles, engineered to be self-supporting and do not require lateral cross supports or guys.

(B) **Guyed Towers and Antennas.** Guyed towers and antennas shall be set back from all property lines a minimum distance of the break points as verified by a certified engineer on the site plan or a distance equal to one-half its height to allow for proper guying and maintenance. All tower supports and peripheral anchors shall be located entirely within the boundary of the property.

(C) **Self-Supporting Towers and Antennas.** Self-supporting towers and antennas shall meet the setback requirements of the applicable zoning district.

(D) **Special Exception Use.** Wireless communication antennas and towers shall be considered a special exception use in the following zoning districts and shall meet all requirements of sections 158.255 through 158.262.

(1) GU (General Use).

(2) OSR (Open Space Recreational).

(3) OSC (Open Space Conservation).

(4) I (Institutional).

(5) CS (Service Commercial).

(6) WI (Warehouse Industrial).

(7) IN (Industrial).

(8) U (Utility).

(9) Neighborhood Village/Commercial, Town Center, Resort, Employment Center, Mixed Use and designated park or school sites within Residential land use sub-categories in MPUDs (Master Planned Unit Development) in NCD (New Community Development District) future land use areas.

(E) **Wind Load.** Certification from a Florida-registered professional engineer stating that the tower would collapse within the designed and specified fall radius depicted in the plans is required. Further, the engineer shall certify that it is documented that the tower shown in the plan can withstand winds of a Category 3 hurricane intensity.

(F) **Height Limits.**

(1) Wireless communication towers:

a. Located in CS, WI, IN, GU, and U zoning districts; Mixed Use, and Employment Center Sub-Districts in MPUDs in NCD future land use areas: up to three hundred (300) feet.

b. Located in OSR, OSC, and I zoning districts, and Town Center Sub-District in MPUDs in NCD future land use areas, and greater than five (5) acres: up to two hundred (200) feet.

c. Located in OSR, and OSC zoning districts; and Neighborhood Village/Commercial Areas, and Resort, Sub-Districts in MPUDs in NCD future land use areas, and less than five acres: up to one hundred (100) feet.

d. Not permitted in residential land use areas.

(2) A waiver to these height limits can be requested as a part of the special exception review. The applicant must provide documentation as to why the height limits are inappropriate to the proposed site.

(G) **Co-Location.** To discourage the proliferation of communication towers, shared use of tower structures is both permitted and encouraged. As part of special exception applications, applicants shall be required to verify that they have attempted to co-locate any proposed antenna on an existing tower within the proposed service area prior to approval of new towers. Applicants shall also provide evidence that they have mailed a "notice of intent" letter to all known telecommunication providers within the city to determine if any providers can co-locate on the proposed tower.

(H) **Fencing.** A chain-link fence, with or without barbed wire, or solid wood or masonry wall at least six (6) feet in height, shall be constructed and maintained around the perimeter of the tower and associated structures and equipment. Access shall be through a locked gate.

(I) **Landscaping.** Landscaping for sites either in or adjacent to residential land use areas shall be as follows: a row of trees a minimum of eight (8) feet tall set twenty (20) feet apart shall be planted around the outside perimeter of the fence, plus a hedge a minimum of three (3) feet in height and spaced three (3) feet apart shall be planted on the outside of the fence and tree row. Plantings shall be from the approved list in the landscaping code. Landscaping for sites in commercial and industrial areas shall follow the city's landscaping code for those land uses.

(J) **Signs.** No advertising signage of any type is permitted on a wireless communication antenna, tower, or equipment storage area. Safety and cautionary signs shall be attached to the fence or structure for those facilities using more than 220 voltage. The following signage shall be in large bold letters: "HIGH VOLTAGE - DANGER".

(K) **Lighting.** For the placement and use of any lights on such towers or antennas, the applicant shall submit a lighting plan which includes methods for shielding adjacent properties from glare.

(L) **Site Plan Review.** All proposals for towers are required to follow the site plan review regulations set forth under sections 158.235 through 158.245. Site plan reviews are to be processed as a part of the special exception application.

(M) **Obsolete and Unused Towers.**

(1) Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond or irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits:

a. Towers up to (150) feet in height: Fifteen thousand dollars ($15,000.00).

b. Towers one hundred fifty-one (151) to two hundred (200) feet in height: twenty thousand dollars ($20,000.00).

c. Towers two hundred one (201) to three hundred (300) feet in height: twenty-five thousand dollars ($25,000.00).

d. Towers three hundred (300) feet and above: Thirty thousand dollars ($30,000.00).

(2) Tower height shall be measured from the base of the structure.

(N) **Separation.**

(1) Separation distance guidelines between towers shall be as follows:

a. Towers less than one hundred (100) feet in height shall locate a minimum of one thousand (1,000) feet apart;

b. Towers greater than one hundred (100) feet in height shall locate a minimum of one thousand five hundred (1,500.00) feet apart;

c. Guyed and self-supporting towers shall locate at least two thousand (2,000) feet away from other guyed or self-supporting towers.

(2) Applicants shall provide documentation of the distance of the nearest tower to the proposed site as part of the application.

(3) No separation is required for towers located in CS (Service Commercial), WI (Warehouse Industrial), LI (Light Industrial), and HI (Heavy Industrial) zoning districts.

(4) A waiver to separation distance requirements may be considered as a part of the application, provided that the applicant can sufficiently justify why such separation is not appropriate.

(O) **Interference (Bleed Over).**

(1) As a condition of approval, any proposed tower or antennae shall not cause interference with the use of radio, television, or telephone broadcasting and reception.

(2) Interference as a result of any approved tower or antennae shall be considered a violation of the special exception approving the tower and may result in the revocation of the special exception. Such interference may further be considered a public nuisance, and the city may order abatement of the same, including but not limited to requiring removal of the tower.

(P) **Lease Agreements.** For city-owned property, a lease agreement shall be included as a part of the special exception application.

Sec. 158.214. Yard Encroachments.

Every part of a required yard shall be open and unobstructed from the ground to the sky except as hereinafter provided or as otherwise permitted by this chapter:

(A) Sills or belt courses may project not over twelve (12) inches into a required yard.

(B) Cornices, eaves, gutters, movable awnings or outside utilities may project not over three (3) feet into a required yard.

(C) Chimneys, fireplaces, or pilasters may project not over two (2) feet into a required yard.

(D) Hoods, canopies, or marquees may project not over three (3) feet into a required yard, but shall not extend closer than one (1) foot to any lot line.

(E) Parking may be located in the required building setback line, subject to all applicable landscaping and buffering requirements of Chapter 154. ~~sections 153.01 through 153.10~~

(F) Flag poles may be located no closer than ten (10) feet to the property lines.

Sec. 158.215. Exclusions from Height Limits.

(A) Permitted Exclusions from Height Limits. Utility penthouses, scenery lofts, towers, cupolas, steeples, domes, flag poles, airplane beacons, broadcasting towers, antennas, chimneys, stacks, tanks, roof mounted solar energy systems, non-roof installed solar energy devices integrated into the architecture of the building, and roof structures used only for ornamental or mechanical purposes may exceed the permissible height limit in any district by not more than twenty-five (25) percent. (Refer to building height definition). Parapet walls may extend not more than five (5) feet above the allowable height of a building. In addition, essential services shall be exempted from the height limit provisions of this chapter. Wireless communication antennas and towers may exceed the height limit, as set forth in section 158.213, only to the extent as approved in a special exception application.

(B) Exclusion from Height Limits for church steeples. An applicant may request a special exception to the exclusions from height limits for church steeples or other

ornamental worship structures, provided the request is in accordance with the criteria cited below:

(1) Minimum church building size of one thousand two hundred (1,200) square feet of gross floor area;

(2) Maximum overall height of the building and ornamental worship structure shall not exceed sixty (60) feet from the ground level;

(3) That part of the structure exceeding the permissible height limit shall not be used for human occupancy or storage; and

(4) The applicant shall submit a conceptual site development plan for the property along with detailed elevation plans upon application for special exception.

(C) Exclusion from height limits for roads, bridges, and their accessory structures. Roads, bridges, and their accessory structures shall be exempt from height limits.

Sec. 158.216. Fences and Walls.

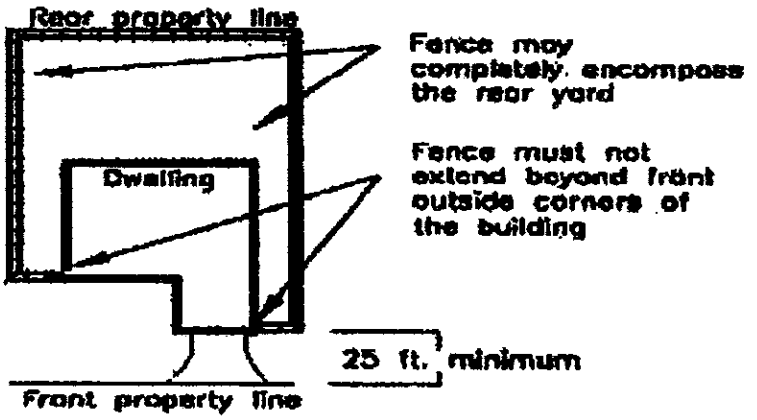
(A) **Construction.** All fences on property zoned residential shall consist of the following materials: Chain link, wood, masonry, or stone, aluminum, vinyl coated steel or polyester powder steel, ornamental and imitation wood fences. Chicken wire or barbed wire fences in residential districts are not permitted. Vinyl coated welded wire may be used as an interface to a wooden fence. Interface is defined as a material placed upon an existing fence, inside its common boundaries for the purpose of providing additional security. Masonry or stone walls shall be prohibited in utility and drainage easements on single-family residential zoned property, unless a specific waiver has been approved by the zoning administrator and City Engineer. All metal or wood fences located in utility or drainage easements shall be constructed to be easily removable.

(B) **Height.** No residential fence shall be of a height greater than six (6) feet from the ground level. This height limitation is not intended to apply to enclosures surrounding or part of recreational or sporting facilities. Fences permitted for or enclosures surrounding recreational or sporting facilities will be evaluated by the zoning administrator on an individual basis.

(C) **Distance from the Front Yard Property Line.** All fences on property zoned single-family residential shall be located at least twenty-five (25) feet from the front yard property line or even with the outside front corners of the building, whichever distance from the front yard property line is greater.

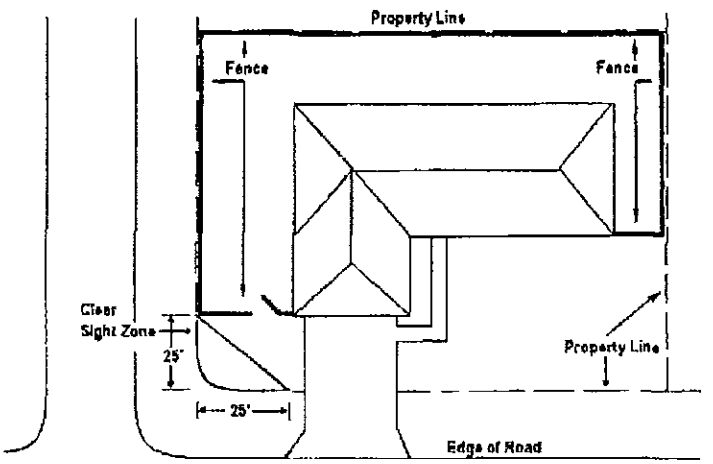
(D) **Distance from the Rear Yard Property Line when Abutting a Public Right-of-Way.** All fences on property zoned single-family residential shall be located at least twenty-five (25) feet from the rear yard property line, when the rear yard property line abuts

a public right-of-way. The Zoning Administrator may waive this requirement if special circumstances exist.



Front Property Line

(E) **Distance from the Side Yard Property Line for Corner Lots.** On corner lots zoned single family residential, fences may be erected inside and adjacent to the side yard property line abutting a street right-of-way if the fence will not encroach into the sight triangle. The sight triangle shall be the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of street lines, or in case of a rounded property corner from the intersection of street property lines extended.



Corner Lots

(F) **Fences to be Inside Property Line, Maintenance Responsibility.** All fences shall be erected inside the property line as set out on the plat adopted by the City. The maintenance of the property on both sides of the fence shall be the responsibility of the property owner.

(G) **Enclosures for Swimming Pools.**

(1) Where any pool is constructed on a lot located in the city, there shall be a fence or a suitable enclosure as set forth in the Standard Swimming Pool Code around the pool area. The pool area shall be considered to include the concrete patio.

(2) If the enclosure around the pool area shall be a fence, the fence shall be a minimum of four (4) feet in height and a maximum of six (6) feet in height.

(3) The requirements of this section shall not apply to those residential lots wherein a residential fence otherwise complying with all of section 158.006 and being at least of a height of five (5) feet from the ground level has been constructed.

(H) **Fences used as Landscape Material.** On property zoned residential, segments of fencing may be utilized as landscaped treatment in that area extending from the front building line to the front property line provided that no property is enclosed. Fence material shall not exceed four (4) feet in height. A two-foot break is required for each twenty feet in length ~~in the fence is required if the fence is to be more than twenty (20) feet in length~~. The fence material shall be limited to wood, masonry, stone, vinyl or metal picket.

(I) **Nonresidential Fences.** Fences adjacent to residential property shall conform to the requirements of subsections (B) through (F) above, and Chapter 154 ~~sections 153.01 through 153.10~~, as well as other applicable codes and regulations of the City.

(J) Fences on vacant residential lots. Fences shall only be permitted on a vacant residential lot/s when the following criteria have been met:

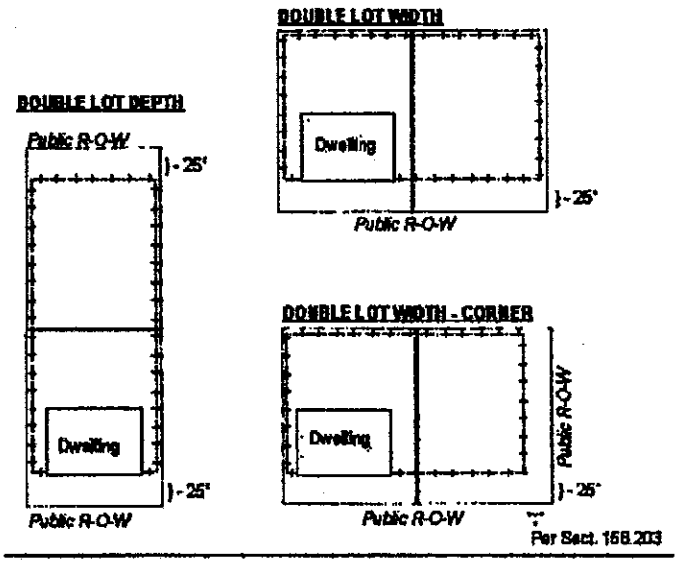
(1) The vacant lot/s shall be adjacent to a lot that has an existing primary use.

(2) Both the vacant lot/s and the adjacent lot with a primary use shall be in common ownership.

(3) All lots must be located in the same zoning district and in the same future land use designation.

(4) The proposed fence shall meet the side, front, and/or rear setback requirements when abutting a public right-of-way as defined in subsections (C), (D) and (E)

In the event that the abutting street to the subject property has a predominant fence setback that is greater than the requirements of this chapter, all proposed fences on that street shall be located to conform to that setback.



Double Lots

(K) The permit applicant shall sign an affidavit from the Building Department accepting responsibility for compliance with the City's regulations as stated in Section 158.216 for all fence installations.

Sec. 158.217. Accessory Uses and Structures.

(A) **General Provisions.** Accessory structures and uses are permitted in any zoning district in connection with any principal lawfully existing permitted use within that district, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage, and other requirements of the zoning district, and all other requirements of this section. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20%) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive unless as otherwise noted for specific uses under section C as follows. Accessory uses are not considered a part of building coverage standards. Detached garages and storage buildings are also subject to size and design standards as listed in subsection (C)(2)h. and (C)(2)i. Any proposed accessory use that exceeds the size limitations must be approved through application of a variance unless as stipulated within a Planned Unit Development zoning ordinance. Accessory structures on sites other than single-family lots must be shown on an approved site plan. Accessory nonresidential structures under 300 square feet in size are exempt from the Citywide Design Standards.

(B) **Private Boathouse and Docks.** Private boathouses and docks are permitted on canal or waterway lots, but not to protrude more than five (5) feet into the canal or waterway. Private hoist facilities may extend into the canal or waterway by no more than ten (10) feet beyond the dock if the canal or waterway is sixty (60) feet or more in width. However, if the canal or waterway is one hundred (100) feet or more in width, a dock with or without private hoist facilities may protrude to a distance which is the minimum needed to provide a water depth of minus four (4) feet (mean high water) for the dock with the

maximum length not to exceed one hundred (100) feet beyond the mean high water line or not more than forty (40) feet or twenty (20%) percent of the canal or waterway, whichever is the more restrictive, into the canal or waterway. The canal width shall be measured from mean high water line to mean high water line. No permit shall be issued for the construction of a structure into a canal or waterway until it has been approved by any State or Federal regulatory agency having jurisdiction. In no event, shall more than six hundred (600) square feet of a boathouse be placed in a required rear yard, and no persons shall be permitted to use a boat or a boathouse as a residence.

(C) **Accessory Uses in Single-Family Residential Districts.**

(1) Accessory uses or structures shall not be located in that area extending from the front building line to the front property line, unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of ten (10) feet from the rear property line. The minimum setback from side property lines shall be those set forth in the applicable zoning district.

Temporary structures and fences are allowed as an accessory use on the same lot or on a contiguous lot in the same ownership. Any contiguous lot under the same ownership with a permanent structure requiring a building permit, other than a fence, is required to join the lots through a unity of title.

(2) The following accessory uses are allowed in the RE, RS-1 through RS-3 single-family residential zoning districts. All other accessory uses are prohibited, <u>with the exception of the provisions for amateur radio antennas and amateur radio support structures outlined in Section (C) (3) below</u>.

a. Customary yard structures such as clothes lines, communication antennas (excluding commercial transmission towers), children's playground equipment, and other similar equipment.

b. Swimming pools and related decks, patios, <u>detached roofed patios,</u> and screen enclosures. Maximum size = based on allowable setbacks.

c. Tennis courts with fence enclosures and similar installations including basketball, volleyball, badminton, and shuffleboard courts. A basketball backboard and goal may be located in that area extending from the front building line and on driveways or in swale areas as long as they are portable and a minimum of two (2) feet off the edge of the pavement and not on a collector or arterial road. The City reserves the right to move them for maintenance purposes.

d. Skateboard ramps.

e. Garden structures, including gazebos, pergolas, and well houses <u>may be located in that area extending from the front building line</u>.

f. Hot tubs, saunas, free standing cabanas and bath houses, and other similar recreational structures.

g. Fences or screening walls; shall meet the requirements of section 158.216

h. Unattached accessory building for storage, home workshops, children's playhouses. Maximum size = 500 square feet. These uses shall conform in appearance~~, materials~~ and design of the principal structure (house) if over 300 square feet in size.

i. Garages. Maximum size = 900 square feet for detached or attached garages and limited in height so that it is not higher than the principal building's roof line or 22 feet in height, whichever is more restrictive for lots less than 18,500 square feet. ~~These uses shall conform in appearance, materials, and design to the principal structure (house), if over 300 square feet in size. Split garages may be permitted if both are attached to the house. In such cases, the split garages may be permitted provided that the combined square feet of the garages do not exceed 900 square feet.~~ Lots 18,500 square feet or greater shall be allowed a maximum of 1,600 square feet of total garage area (detached or attached) and limited in height so that it is not higher than the principal building's roof line or 22 feet in height, whichever is more restrictive.

   A detached garage over 300 square feet shall conform in appearance and design to the principal structure (house). The garage door must be designed to be an integral part of the building's architecture with trim, detailing and fenestrations. All residential garage doors for garages shall consist of articulated panels and all garages shall incorporate at least two of the following features: decorative banding or moldings, multiple panel door designs or other architectural detailing with larger decorative brackets, windows/openings on garage doors, arches, decorative shutters, dormers, horizontal or vertical articulation, decorative vent covers on gable just above garage and/or sconce lighting.

j. Solar energy systems, windmills, and other energy devices based on renewable resources. Solar ground and pole mounted energy systems may be located no closer than six (6) feet to any side lot line and ten feet to any rear lot line.

k. Outdoor fireplaces and barbecue pits.

l. Doghouse with a size not to exceed four (4) feet in height by four (4) feet in depth by six (6) feet wide.

m. Noncommercial greenhouses.

n. Concrete, stone, and wood driveways, patios, decks, and walks may be located in that area extending from the front building line, provided those structures do not extend any closer than six (6) feet to any side lot line or ten (10) feet to any rear lot line.

o. Dish antennas provided they meet the above and following requirements:

1. Only one (1) dish antenna per residence shall be permitted; and

2. Dish antennas shall not exceed twelve (12) feet in diameter, nor shall the dish in any position exceed a height of fifteen (15) feet.

(3) Amateur radio service

a. Intent and purpose

This section is intended (1) to provide reasonable accommodation for amateur radio antennas and amateur radio antenna support structures in residential zoning districts within the City of Port St. Lucie and (2) to constitute minimum practicable regulation to accomplish the City's legitimate purposes consistent with state and federal laws including Federal Communication Commission regulations pertaining to amateur radio services, as noted in PRB-1 (1985), as amended and reconsidered. Legitimate purposes include but are not limited to preserving residential areas as livable neighborhoods and preserving public health, safety, and welfare.

b. General Requirements:

1.

a. Amateur radio antennas and amateur radio antenna support structures having an overall height of forty-three and one-half (43%) feet or less are permitted in all zoning districts for amateur radio operators who hold a current amateur radio license issued by the Federal Communications Commission. An amateur radio operator who installs an amateur radio antenna or amateur radio antenna support structure shall, upon request by an employee of the City's building department or code compliance division, show his/her current FCC-issued amateur radio license to that employee.

b. Amateur radio antennas and amateur radio antenna support structures having an overall height of forty-three and one-half (43%) feet, but less than seventy (70) feet are permitted in all zoning districts for amateur radio operators who hold a current amateur radio license issued by the Federal Communications Commission subject to the permitting requirements of the Florida Building Code and payment of

applicable permit fees. An amateur radio operator who installs an amateur radio antenna or amateur radio antenna support structure shall, upon request by an employee of the City's building department or code compliance division, show his/her current FCC-issued amateur radio license to that employee.

2. In residential zoning districts, amateur radio antenna support structures shall not be used for co-location of commercial antennas. In non-residential districts, co-location of commercial antennas must comply with Zoning Ordinance requirements applicable to wireless communication towers. Otherwise lawful amateur radio antennas may be installed on commercial antenna structures by agreement with the owner of such commercial antenna structures.

c. Maximum height of amateur radio antennas and antenna support structures. An amateur radio antenna and its support structure located in residential zoning districts may not exceed a combined height of seventy (70) feet above ground level.

d. Other Provisions.

1. Ground-mounted amateur radio antennas and amateur radio antenna support structures shall be so located and installed as to be safe and to create minimum impact to the surrounding properties. Antennas and their antenna support structures shall not be located within the side and rear property setback areas or within 25 feet from the front property line. Guy wires may be permitted in the side and rear setback areas provided no part of the anchors and/or their foundations shall encroach within one (1) foot of any side or rear lot line.

2. Climbable ground-mounted antenna support structures shall have appropriate anti-climb devices or wire mesh fabric attached up to a height of five (5) feet or more.

3. All retractable and non-retractable ground-mounted amateur radio antenna support structures shall be structurally sound and so designed and installed as to meet the manufacturer's specifications on assembly, construction and erection, in order to conform to § 102.2 of the Florida Building Code.

4. Amateur radio antennas and amateur radio support structures shall be erected within six months of the issuance of their installation permit. In the event of the failure on the part of the applicant to complete the installation within six months. a renewal of the permit shall be required.

5. The building department shall maintain a separate database of relevant information as to all approvals of installation permits issued under this provision.

6. Section (C) of this ordinance, which concerns the amateur radio service and amateur radio antennas and amateur radio antenna support structures in residential zoning districts, shall not apply to temporary installations, as defined above.

7. Amateur radio antennas and amateur radio antenna structures existing on the effective date of this ordinance shall be grandfathered and not subject hereto, provided, however any modifications thereto shall be subject to the provisions of this Section.

(D) **Storage of a Commercial Vehicle or Equipment in a Residential District.** Storage of a commercial vehicle or equipment in a residential district is prohibited; unless any vehicle or equipment is placed within a fully enclosed building or structure in accordance with the provisions of Section 72.03.

(E) **Major Recreation Equipment.** Major recreation equipment is hereby defined as including boats and boat trailers, recreational vehicles, motorized dwellings, houseboats and the like. No major recreation equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a residentially zoned lot, or in any other location not approved for that use. Major recreation equipment may be parked or stored within a residential area only in accordance with the provisions of subsection 73.04(B).

(F) **Home Occupation.** A home occupation as defined herein shall be permitted within an area zoned residential, subject to the following provisions:

(1) The holder of the home occupation may have employees engaged in the business provided that not more than one (1) of said employees, except those who reside in the home, report to or work at the site of the home occupation.

(2) The home occupation shall use no more than two hundred (200) square feet of total floor area.

(3) The use of the dwelling for the home occupation shall be clearly incidental and secondary to its use for dwelling purposes. The occupation shall not change the character of the dwelling or reveal from the exterior that the dwelling is being utilized for use other than dwelling purposes. There shall be no display of stock for sale or trade located upon the premises, and no article shall be sold or offered for sale except such as may be produced on the premises or is utilized in conjunction with the home occupation. The manufacturing of a product for resale shall not be produced with

mechanical or electrical equipment which is not normally found in a dwelling and considered as purely a domestic implement.

(4) Any use of a dwelling contrary to these provisions or which creates or may create objectionable noises, fumes, odors, dust, electrical interference, or greater than normal residential traffic shall be expressly prohibited.

(5) Any individual who promotes or solicits a home occupation by displaying, advertising, or using in any fashion his home address or telephone; who provides or conducts a home occupation as defined herein; or who proffers home occupation services as defined herein shall be required to obtain a business tax receipt therefor. The offering of articles for sale in isolated situations shall not be considered as a home occupation or require permit and tax receipt.

(6) Application for a home business tax receipt shall be made to the City, setting forth the address of the subject premises, the type of home occupation desired, and the area of the dwelling to be utilized for same. The City may inspect the subject premises to verify full compliance of the proposed home occupation usage with the provisions of the ordinance. Upon approval of the application, the City shall issue a tax receipt for the home occupation.

(7) Real estate brokers licensed pursuant to Chapter 475, Florida Statutes, may conduct their business as a home occupation and place their broker's license at their place of residence. In addition to a single employee, a real estate broker is permitted to have two (2) real estate sales associates licensed pursuant to Chapter 475, Florida Statutes. The associates may place their license with a real estate broker conducting business as a home occupation provided the real estate broker home occupation shall be conducted in accordance with and conform to all of the above conditions and restrictions as otherwise established for home occupations.

(G) **Mobile Sales.** Mobile vending businesses shall submit plans to be reviewed along with the occupational license application, renewable annually, and shall:

(1) Be located in general commercial (CG), or planned unit development (PUD) zoning districts.

(2) Be associated with an existing business and obtain written permission of the property owner.

(3) Be located on a sidewalk in front of the business which has granted permission, provided adequate passage is maintained.

(4) Be the only mobile sales (outdoor vendor) on the lot.

(5) Be self-contained and portable so as to be removed from the site each night and not exceed two hundred (200) square feet in size.

(6) Limit signage to ten (10) square feet. Freestanding signs, banners, pennants, balloons or flags shall be prohibited.

(7) Be limited to the sale of prepared food and flowers. Other retail sales shall be prohibited.

(H) Stand-Alone ATMs are a permitted use in P, CN, CG, CS, LMD, and PUD zoning districts. A stand-alone ATM shall be allowed in compliance with the following standards:

(1) Two stand-alone ATM are allowed per site plan.

(2) Walk up ATMs shall not be located adjacent to a required drive aisle.

(3) For walk up ATMs, two parking spaces (one handicap space and one standard parking space) shall be provided and be located adjacent to the ATM. When parking is also provided for other uses on the site, the ATM parking space shall be signed as short-term ATM parking.

(4) For drive-through ATMs, stacking lanes shall accommodate stacking for at least two (2) vehicles.

(5) Drive-through lanes or aisles shall be situated so as to not block any other drive aisle or parking.

(6) Impacts to adjacent residential property from sound, lighting and idling vehicles and visibility of the ATM shall be mitigated by the developer with landscaping and/or other methods subject to the approval of the Zoning Administrator or Site Plan Review Committee.

(7) ATMs are exempt from the Citywide Design Standards.

Sec. 158.218. Townhouse Development Requirements.

(A) The minimum gross lot area shall be twenty thousand (20,000) square feet and the minimum gross lot width shall be one hundred (100) feet.

(B) Each townhouse dwelling shall have a minimum lot area of one thousand eight hundred (1,800) square feet of usable land and a minimum width of twenty (20) feet.

(C) Each townhouse dwelling shall have a front yard with a minimum depth of ~~twenty-five (25)~~ ten (10) feet and a rear yard with a minimum depth of ~~twenty (20)~~ ten (10) feet. Screened enclosures shall be set back a minimum of ~~ten (10)~~ three (3) feet from the rear property line.

(D) No less than three (3) townhouse dwellings and no more than eight (8) townhouse dwellings shall be contiguous. No more than two (2) contiguous townhouse dwellings shall be built in a row with a common front building line, and the minimum

difference in building line setback to provide variation shall be five (5) feet. No contiguous group of dwellings shall exceed two hundred forty (240) feet in length.

(E) No portion of a townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than twenty (20) feet to any portion of a townhouse or accessory structure related to another group, or shall be closer than thirty (30) feet to a property line adjoining the side yard of an adjacent lot not included within the townhouse development. A side yard having a minimum depth of twenty (20) feet shall be provided between the side of any townhouse dwelling and a private or public street or right-of-way.

(F) Townhouse developments shall have a common open area suitably developed for recreation purposes equal to five hundred (500) square feet of open area per dwelling unit. Satisfactory provision for the development and perpetual maintenance of that open area shall be submitted to and approved by the Planning and Zoning Board.

(G) Before the building official shall be authorized to issue a building permit for construction, a subdivision plat complying with all requirements of this chapter and all appropriate requirements of the subdivision regulations of the City shall have been approved by the City Council and recorded within the records of the county. A site plan or a PUD concept plan, showing all proposed development, shall be included with the application for subdivision plat approval.

(H) Unless otherwise specifically provided in the above divisions, all provisions and development standards of this chapter for the applicable zoning district shall apply to townhouse development.

Sec. 158.219. ~~Reserved.~~ Garage Sales And Estate Sales

(A) Garage Sales. Garage sales are permitted in accordance with the following criteria.

(1) No person shall conduct a garage sale in the City without first completing and filing an application with the code compliance division and receiving a permit to conduct said sale.

(2) No more than three (3) garage sale licenses shall be issued to any one residence within any calendar year, unless said residence has been sold or newly rented within that time.

(3) No permit shall be issue for more than three (3) consecutive days and said permit shall be prominently displayed upon the on-premises garage sale sign. See Section 155.03(I) for garage sale signage requirements.

(B) Estate Sales. Estate sales are permitted in accordance with the following criteria:

(1) No person or business shall conduct an estate sale in the City without first completing and filing an application with the code compliance division.

(2) Code compliance division will issue a permit to conduct said sale. No permit shall be issued for more than three (3) consecutive days.

(3) The fee for an estate sale permit shall be one hundred dollars ($100.00). The fee shall include registration, free listing on the City website, TV channel and the City's e-newsletter.

(4) No external merchandise may be brought to the registered residential property before or during the estate sale.

Sec. 158.220. Mobile Home Parks; Special Requirements.

(C) **Application Requirements.** Any person or organization proposing the development and operation of a mobile home park shall be required to submit a site plan of the proposed development for review and consideration in accordance with the provisions of sections 158.235 through 158.245. The site plan shall be submitted in such number of copies as may be required and shall contain the following information:

(1) The legal description and boundary data of the entire area for which approval is sought;

(2) A scaled designed drawing of the entire park as proposed, showing the location, size, and configuration of all proposed mobile home sites, including the size and configuration of all concrete slabs, vehicular parking spaces, utility connection, and other improvements as may be proposed for individual sites; the driveway or road system showing access to all mobile home site and activity areas within the proposed park; the type and location of all proposed community facilities or services proposed; the location and proposed development of all recreation and open space areas proposed; the location, type and extent of all proposed buffering and landscaping; the location and type of all other buildings, or structures proposed, such as owner's residence, office, and storage buildings; the location and nature of facilities for the collection and removal of garbage and trash from the park; and the location and nature of any special facilities or improvements which may be required, such as drainage retention areas, water treatment and distribution facilities, and sewage disposal facilities;

(3) The name, address, and telephone number of the owner or his agent, who may be contacted concerning information relative to the proposed application and operation of the mobile home park.

(D) **Minimum Site Requirements.**

(1) Each mobile home park shall be located upon a lot having an area of not less than ten (10) acres and a minimum frontage of one hundred seventy-five (175) feet upon a public street or highway.

(2) Each mobile home site shall have a minimum area of five thousand (5,000) square feet and a minimum width of fifty (50) feet.

(3) There shall be two (2) parking spaces per mobile home unit.

(4) Each mobile home site shall have proper connection for water, sewerage, and electrical service.

(5) A minimum of ten (10%) percent of the gross land area of the park shall be developed for recreation purposes. No mobile home site, required buffer strip, or utility easement shall be counted as recreation area in meeting this requirement. Recreation areas and facilities shall be properly maintained and operated by the park management.

(6) Where appropriate, a utility easement shall be provided along the rear of each mobile home site. The easement shall not be less than ten (10) feet in width. No permanent structures other than pedestrian ways, benches, recreation facilities, picnic areas, and lighting systems shall be located in that utility easement, and permitted structures shall be located so as not to impede maintenance of underground utility facilities. All utilities shall be located within these easements, if provided, or in easements adjacent to roadway pavements or in buffer areas.

(7) Each mobile home park shall be provided with central facilities for washing and drying of clothes, unless otherwise provided.

(8) A central storage area shall be provided for the storage of major recreation equipment, such as travel trailers, camping equipment, and the like. Any equipment shall be permitted only in that designated area of the mobile home park. No piece of major recreation equipment parked in the storage area shall be used for human habitation. The storage area shall be adequately buffered with a six-foot high opaque fence and/or plant material so as to screen its view from all adjacent streets and from the mobile home sites within the park.

(9) A landscape buffer not less than twenty-five (25) feet in depth shall be provided along public streets or highways and along all boundaries of a mobile home park. The landscape buffer shall meet all applicable provisions of Chapter 154 ~~sections 153.01 through 153.10~~.

(E) **Sanitation Requirements.** Each mobile home site shall be provided with at least one (1) garbage container of not less than 20-gallon capacity, so located as to be obstructed from view from the roadways within and without the park.

(F) **Park Design.** Designers of mobile home parks shall utilize contemporary design practices and shall avoid monotonous and obsolete rectilinear or herringbone design for layout of mobile home sites.

(G) **Procedure for Development and Operation.** Upon receiving approval of the site plan, the applicant or owner may proceed with development of the mobile home park subject to all permit requirements of the City and other governmental units having jurisdiction. After all required improvements have been completed for a park or an approved construction unit of a park, the building official shall conduct a final inspection and confirm in writing to the zoning administrator that the improvements have been completed. The zoning administrator shall then approve the mobile home park for occupancy and issue an appropriate occupancy permit to the owner or operator.

(H) **Installation and Occupancy of Mobile Homes.** No mobile home shall be installed or occupied within a mobile home park until and unless there has been full compliance with the provisions of all applicable ordinances and regulations of the City.

Sec. 158.221. Off-Street Parking and Lighting; Handicapped Parking Spaces.

(A) **General Requirements.**

(1) Each building use, or structure instituted or erected after the effective date of this ordinance shall be provided with off-street parking and service facilities in accordance with the provisions set forth herein.

(2) Where a building or use existed at the effective date of the ordinance from which this chapter is derived, said building may be modernized, altered, or repaired without providing additional off-street parking or service facilities, provided there is no increase in floor area or capacity and there is no change in occupancy.

(3) Where a building or use which existed at the effective date of the ordinance from which this chapter is derived is enlarged in floor area, volume, capacity, space occupied and/or is changed in use or occupancy, off-street parking and service facilities shall be provided for the total floor area, volume, capacity, space or occupancy so created.

(4) Where a building or use which existed at the effective date of the ordinance from which this chapter is derived is changed in use or occupancy, additional off-street parking as may be required by this ordinance for the use or occupancy shall be provided.

(5) It shall be unlawful for an owner or operator of any building, structure, or use affected by this chapter to discontinue, change or reduce the required parking and service facilities, other than through a corresponding discontinuance or reduction in size of building, structure, or use, without establishing alternative vehicular parking or service facilities.

(B) **Design and Use Requirements.** Wherever, in any zoning district, off-street facilities are provided for the parking of any and all types of vehicles, these off-street facilities and land shall conform to the following design and use requirements:

(1) Facilities used intermittently, of a noncommercial nature, such as churches, cultural facilities, recreation facilities, clubs and lodges, or civic centers, shall not be required to pave all parking spaces. These uses may reduce the amount of paved parking spaces by as much as seventy-five (75%) percent, subject to site plan approval by City Council. Spaces not paved shall be provided with a stabilized base and sodded with grass. Sodded areas shall be maintained by the applicant according to the landscaping requirements of Chapter 154 ~~sections 153.01 through 153.10~~.

(2) Unpaved parking areas may be requested for large commercial development. These must be over twenty thousand (20,000) square feet in size. Spaces not paved shall be provided with a stabilized base and sodded with grass. The unpaved portion of the parking shall be considered impervious area. Sodded areas shall be maintained by the applicant according to the landscaping requirements of Chapter 154 ~~sections 153.01 through 153.10~~. The following guidelines shall apply for commercial buildings:

Size	Reduction
20,000 sq. ft. to 29,999 sq. ft.	Up to 10%
30,000 sq. ft. to 49,999 sq. ft.	Up to 15%
50,000 sq. ft. or greater	Up to 20%

Approval shall be based on a demonstration that adequate parking, traffic circulation, and access is provided for within the proposed development.

(3) All off-street facilities shall be designed so as to have adequate access to a public street or alley and, in the case of parking facilities, adequate access to interior maneuvering areas. Except for parking serving single-family residences, parking facilities shall be arranged so that no vehicle shall be required to back from those facilities directly onto public streets.

(4) Where off-street parking is required, such parking areas shall be used for vehicular parking only with no sales, dead storage, repair work, dismantling, or servicing of any kind.

(5) Where off-street parking is required, parking shall be provided on the same lot or premises with the business or office which is being served, unless otherwise specifically approved by the City Council.

(6) Single-family residential dwelling units on designated arterial or collector streets which are determined to be a potential hazard by the engineering department shall be required to construct either a circular drive, or provide a ten-foot by 20-foot paved turn-around area adjacent to the drive. On corner lots, access shall be limited to local streets.

(7) Where artificial outdoor lighting is provided, it shall be designed and arranged so that no source of the lighting will be a visible nuisance to adjoining property used or zoned for a residential purpose. In addition, the lighting shall be designed and arranged so as to shield public streets and highways and all adjacent properties from direct glare or hazardous interference of any kind. The maximum allowable mounting height of all outdoor lighting fixtures shall not exceed 25 feet above grade or pavement. For commercial properties that abut property used or zoned for a residential purpose to the rear, or side, the following shall apply:

a. For properties with a depth in excess of two hundred (200) feet:

1. The maximum allowable mounting height of all outdoor light fixtures within fifty (50) feet from the front property line is twenty-five (25) feet, provided that such fixtures shall be shielded from public streets and highways to prevent direct glare or hazardous interference of any kind.

2. The maximum allowable mounting height of all outdoor light fixtures between fifty (50) feet from the front property line and seventy-five (75) feet from the rear property line is twenty (20) feet provided that such fixtures shall be shielded from all adjacent properties to prevent direct glare or hazardous interference of any kind.

3. The maximum allowable mounting height of all outdoor light fixtures within seventy-five (75) feet from the rear property line is six (6) feet, or not to extend above the height of the buffer wall.

b. For properties with a depth less than two hundred (200) feet:

1. The maximum allowable mounting height of all outdoor light fixtures within twenty-five (25) feet from the front property line is twenty-five (25) feet, provided that such fixtures shall be shielded from public streets and highways to prevent direct glare or hazardous interference of any kind.

2. The maximum allowable mounting height of all outdoor light fixtures between twenty-five (25) feet from the front property line and twenty-five (25) feet from the rear property line is twenty (20) feet provided that such fixtures shall be shielded from all adjacent properties to prevent direct glare or hazardous interference of any kind.

3. The maximum allowable mounting height of all outdoor light fixtures within twenty-five (25) feet from the rear property line is six (6) feet, or not to extend above the height of the buffer wall.

c. All outdoor lighting installations shall use concealed source fixtures. These shall be cut-off type fixtures in which the lenses do not project below the opaque section of the fixture. All lighting fixtures shall be mounted with a zero (0) degree tilt. Ground mounted flood and spot light fixtures that are used to illuminate the building facade are exempt from this requirement. Fixture styles shall be consistent throughout the site.

d. Ground mounted flood and spot lights, if used, shall be placed on standards pointing toward the building or wall and positioned so as to prevent light from glaring onto residential areas, rather than the buildings or walls and directed outward which creates dark shadows adjacent to the buildings.

e. Building mounted outdoor lighting fixtures, other than those required by ordinances and regulations of the city, are prohibited on the rear or sides of buildings adjacent to residential zoning. All other building mounted outdoor lighting fixtures required by ordinances and regulations of the City shall be shielded to prevent light from glaring on residential areas.

f. All outdoor lighting fixtures in place prior to the effective date of this ordinance shall be permitted to continue operation. However, any outdoor lighting fixture that replaces an existing fixture, or any existing fixture that is moved, must meet the standards of this chapter. Existing fixtures that direct light toward streets, and are determined to be a traffic hazard, or existing fixtures that direct light toward adjoining property used or zoned for a residential purpose shall be either shielded or redirected within ninety (90) days of notification.

g. Parks and recreational uses are exempt from the above requirements.

(8) When units or measurements determining the number of off-street parking spaces result in the requirement of a fractional space, any fractional space equal to or greater than one-half (½) shall require a full off-street parking space.

(9) In the case where two (2) or more uses occupy or are proposed to occupy a land parcel, the total requirements for off-street parking shall be the same as the requirements of the individual uses computed separately.

(10) Irrespective of any other requirements of section 158.221, each and every separate and individual store, office, or other business shall be provided with at least one (1) off-street parking space.

(11) All required off-street parking areas shall be provided in compliance with the Landscape Code ~~landscaping provisions of sections 153.01 through 153.10~~.

(12) Combined aisle and stall width:

a. ~~All off-street~~ Parking areas with eighteen foot long parking stalls with one or two-way drive aisles shall be constructed with the following minimum dimensions:

Eighteen Feet Long Parking Stall with One-Way Drive Aisle						
	Parking Stall Angle					
~~One-way traffic~~ **Pavement Width**	**0° (Parallel)**	**30°**	**45°**	**60°**	**75°**	**90°**
Minimum aisle ~~width~~ (feet)	14	18	18	22	22	26
Drive aisle and stalls on one side (feet)	23.5	32	34	40	41	44
Drive aisle and stalls on both sides (feet)	33	42	48	56	59	62

Eighteen Feet Long Parking Stall with Two-Way Drive Aisle						
	Parking Stall Angle					
~~One-way traffic~~ **Pavement Width**	**0° (Parallel)**	**30°**	**45°**	**60°**	**75°**	**90°**
Minimum aisle ~~width~~ (feet)	20	26	26	26	26	26
Drive aisle and stalls on one side (feet)	29.5	39	42	44	44	44
Drive aisle and stalls on both sides (feet)	39	52	58	62	63	62

b. When an aisle serves parking stalls at angles not indicated in the previous tables, the width required for the next largest angle may be used or provide calculations for ~~justifying~~ other ~~widths with required~~ aisle and parking widths.

(13) ~~All off-street facilities for vehicular uses shall be paved.~~ Each standard parking ~~space~~ stall shall have a minimum width of nine and one-half (9.50) feet and a minimum length of eighteen (18) feet. A minimum stall of sixteen (16) feet is acceptable provided that the stall is adjacent to a curb that abuts a landscape area or sidewalk which has a minimum width of six (6) feet, a two (2) foot clear overhang area, and the two foot overhang area is not included as part of the required landscape area. ~~unless they abut adequate landscape areas or sidewalks where a minimum length of sixteen (16) feet is permitted, provided that two (2) feet of landscape area that is provided is not included as a part of the required landscape area. Adequate landscape areas and sidewalks shall be minimum of six (6) feet wide.~~

(14) All off-street parking spaces shall be ~~double-striped~~ and maintained in good condition.

(15) Paving block may be utilized in single-family residential districts and through the site plan review process in other zoning districts.

(16) Shellrock, limerock and coquina may be utilized in lieu of pavement for storage areas with vehicular uses which exclude the general public upon approval of the site plan review committee.

(17) ~~(14)~~ Special requirements for resort housing, such as hotels and other similar uses:

a. Where the principal use, resort housing, has accessory commercial uses (such as restaurant, bar, retail sales, and recreational facilities) which are not limited to the exclusive use of the owners, tenants, and guests, off-street parking shall be calculated on the principal use ~~as outlined in subsection (C) below,~~ and off-street parking for the accessory commercial uses shall be calculated on one-half (½) the number required by the principal use ~~subsection (C) below~~.

(C) **Amount of Off-Street Parking Required.** Off-street parking shall be provided and maintained on the basis of the following minimum requirements:

(1) ~~(2)~~ Animal hospital or veterinarian clinic: One (1) space for each two hundred (200) square feet of gross floor area~~, not including outdoor kennels and animal u-runs~~. ~~Vehicle service and repair: Three (3) spaces per service area~~.

(2) Assisted living facility:

a. One-half (½) space per dwelling unit, plus one space per each employee per shift.

b. One parking space per independent living unit

(3) Brewpub: One space for each two hundred (200) square feet of floor area devoted to restaurant, pub, and kitchen. Brewpubs free standing and outparcels: One (1) space per seventy-five (75) square feet of of floor area devoted to restaurant, pub, and kitchen.

(4) Community colleges, colleges and universities: Fifteen (15) spaces for each classroom. ~~Congregate care facility. One-half (½) space per dwelling unit, plus one space per each employee per shift.~~

(5) Convenience store: One (1) space for each two hundred (200) square feet of gross floor area.

~~2. 5. Club, recreation or cultural facility, church or other place of worship, place of public assembly, auditoriums, theaters, including an exhibition hall, conventional hall, entertainment center, community center, library, and museum Twenty-five (25) spaces per one thousand (1,000) square feet of assembly area or one (1) space for each two hundred (200) square feet of gross floor area, whichever requirement is greater.~~

(6) Day care center, facility-based day treatment program: One (1) space per each three hundred (300) square feet of gross floor area.

(7) Dwelling, multiple family: (Duplexes, townhouses, garden style flats, apartments or condominiums).

a. Dwelling with one-car garage: Two (2) exterior parking spaces. Dwelling with two-car (or more) garage: One (1) exterior parking space. Dwelling with no garage: Two (2) spaces per dwelling unit with two (2) or more bedrooms. One and one-half (½) spaces per dwelling unit for one (1) bedroom or efficiency apartments.

b. Guest parking: At least one (1) guest parking space shall be provided for every five (5) units.

c. On-street parking: On-street parking shall be counted toward the required number of parking spaces provided that the distance between driveways is at least twenty-five (25) feet and provided the that appropriate right-of-way width for on-street parking is provided. On-street parking must be approved by the engineering department.

~~d. Recreation uses: One (1) space for each two hundred (200) square feet of gross floor building area and one space for each six hundred (600) square feet of active recreation area which includes uses such as pools and pool decks, tennis courts, volleyball courts, tot lots, and similar.~~

(8) Dwelling, single-family:

a. Dwelling with one-car garage: Two (2) exterior parking spaces. Dwelling with two-car (or more) garage: One (1) exterior parking space. Dwelling with no garage: Two (2) spaces.

b. Guest parking: For lots less than fifty (50) feet in width, at least one (1) guest parking space shall be provided for every five (5) units.

c. On-street parking: On-street parking shall be counted toward the required number of spaces provided that the distance between driveways is at least twenty-five (25) feet and provided that the appropriate right-of-way width for on-street parking is provided. On-street parking must be approved by the engineering department.

~~d. Recreation uses: One (1) space for each two hundred (200) square feet of gross floor building area and one space for each six hundred (600) square feet of active recreation area which includes uses such as pools and pool decks, tennis courts, volleyball courts, tot lots, and similar.~~

(9) Enclosed assembly area not including day care center and recreational facility: One (1) space for each forty (40) square feet of assembly area or one (1) space for each two hundred (200) square feet of gross floor area, whichever requirement is greater. See §158.221(C)(16) for parking requirements for recreational facility.

(10) Hospital and nursing home: Two and one-half (½) spaces for each patient bed, excluding bassinets.

(11) Hotel or motel: One (1) space for each guest room or rental unit, plus one (1) space for each ten (10) guest rooms or rental units.

(12) Manufacturing and industrial activities: One (1) space for each five hundred (500) square feet of gross floor area.

(13) Microbrewery: One space for each five hundred (500) square feet of gross floor area for manufacturing and assembly. ~~Mini-warehousing. Refer to 158.227~~

(14) Office (administrative, business, medical, or professional. retail shops, personal service establishments, household repair or equipment shops): One (1) space for each two hundred (200) square feet of gross floor area for buildings under thirty thousand (30,000) square feet. One space for each two hundred fifty (250) square feet of gross floor area for buildings thirty thousand (30,000) square feet and greater.

(15) Restaurants, cocktail lounges, and bars: One (1) space for each two hundred (200) square feet of gross floor area. Restaurants free standing and outparcels: One (1) space per seventy-five (75) square feet of gross floor area.

(16) Restaurants, drive-~~in~~ through:
One (1) space for each two hundred (200) square feet of gross floor area, with a minimum of twenty (20) spaces. Restaurants with drive-~~in~~ through free standing and outparcels one (1) space per seventy-five (75) square feet of gross floor area.

(17) Recreational Facility: One (1) space per two hundred (200) square feet of gross floor area. ~~Skating rinks: One (1) space for each two hundred fifty (250) square feet of gross floor area.~~

(18) School, elementary and junior high ~~schools~~: Two (2) spaces for each classroom.

(19) School, senior high ~~schools~~: Eight (8) spaces for each classroom or office room.

(20) Self-storage facility: Refer to § 158.227

(21) Service establishments, repair facilities and wholesale trade: One (1) space per three hundred (300) square feet of gross floor area. ~~Community colleges, colleges and universities: Fifteen (15) spaces for each classroom.~~

(22) Shopping center: One (1) space for each two hundred (200) square feet of gross floor area for buildings under thirty thousand (30,000) square feet. One space for each two hundred fifty (250) square feet of gross floor area for buildings thirty thousand (30,000) square feet and greater. ~~Technical or vocational schools, or indoor group-oriented training facilities (massage, real estate, bartending, hair styling, martial arts, and similar): One (1) space for each two hundred (200) square feet of gross floor area for uses less than thirty thousand (30,000) square feet. Fifteen (15) spaces for each classroom for uses thirty thousand (30,000) square feet or greater.~~

(23) Technical or vocational schools, or indoor group-oriented training facilities (massage, real estate, bartending, hair styling, ~~martial arts,~~ and similar): One (1) space for each two hundred (200) square feet of gross floor area for uses less than thirty thousand (30,000) square feet. Fifteen (15) spaces for each classroom for uses thirty thousand (30,000) square feet or greater. ~~Service establishments, repair facilities and wholesale trade: One (1) space per three hundred (300) square feet of gross floor area.~~

(24) Vehicle service and repair: Three (3) spaces per service area. ~~Shopping center: One space for each 250 square feet Five (5) spaces per one thousand (1,000) square feet of gross floor area for centers having less than three hundred fifty thousand (350,000) square feet. Four (4) spaces per one thousand (1,000) square feet of gross floor area for centers having three hundred fifty thousand (350,000) square feet and greater.~~

(25) Warehousing: One space for each five hundred (500) ~~Two (2) spaces for each thousand (1,000)~~ square feet of gross floor area up to ten thousand (10,000) square feet, and one additional space for each additional two thousand (2,000) square feet. This applies individually to each business in a warehousing complex.

(26) Uses not specifically mentioned: The requirements for off-street parking for any uses not specifically mentioned shall be the same as provided in § 158.221(C) for the use most similar in nature. Where there is any question regarding the number of off-street parking spaces to be provided, the number shall be determined and fixed by the Site Plan Review Committee. ~~(Special requirements for parking located within developments on Port St. Lucie Boulevard and Gatlin Boulevard by reference as overlay zoning standards contained in the "City of Port St. Lucie Design Standards Manual.~~

(D) **Combined/Shared Off-Street Parking.** Owners of two (2) or more adjoining uses, structures, or parcels of land may utilize jointly the same parking area, when approved by the zoning administrator, upon finding that the hours of operation do not overlap and provided satisfactory legal evidence is presented to the planning and zoning department in the form of a shared parking agreement, deed, lease, contract or similar document, securing full access to such parking areas for all parties jointly using them.

(E) **Requirements for Nonconforming Uses.** In the case of a building occupied by a use which is not permitted as a principal use in the zoning district in which the building is located, where major repairs, substantial alterations, or extensions of the use are to be made, no alteration of use shall be permitted unless the off-street parking requirements of section 158.221 are fully provided.

(F) **Special Provision.** The Planning and Zoning Board may, but need not, permit any development to have fewer parking spaces than required, if it finds that:

(1) The developer has demonstrated, by clear and convincing evidence, that the required number of parking spaces will not be reasonably necessary for the proposed use in the foreseeable future;

(2) The proposed development includes sufficient open space reserved for all the required parking spaces to be later provided, if deemed necessary by the Planning and Zoning Board, in conformance with all requirements and limitations of this Code; and

(3) The site plan approval is conditioned upon the property owner providing all required parking spaces within one hundred twenty (120) days after they are deemed to be necessary by the Planning and Zoning Board.

(G) **Off-Street Loading and Service Facilities.** Off-street loading and service facilities shall be provided in accordance with the following standards and specifications:

(1) On the same lot with every structure or use erected or created, there shall be provided and maintained adequate space for loading and unloading of materials, goods or things, garbage or trash, and for delivery and shipping so that vehicles for the service may use this space without encroaching on or interfering with the public use of sidewalks, streets, and alleys by pedestrians and vehicles.

(2) Where the use of a structure or land or any part thereof is changed to a use requiring off-street loading space, the full amount of off-street loading space shall be supplied and maintained to comply with section 158.215.

(3) An off-street loading space shall be an area at the grade level at least twelve (12) feet wide, twenty-five (25) feet long, and having twelve (12) feet of vertical clearance. Each off-street loading space shall be accessible from a public street or alley without crossing or entering any other required off-street loading space, and shall be arranged for convenient and safe ingress and egress by motor truck or trailer combinations. No off-street loading space shall be designated or utilized as off-street parking space. Each off-street loading space shall be accessible from the interior of any building it is intended to serve.

(4) Off-street loading spaces shall be provided and maintained in accordance with the following schedule:

a. For each retail store, restaurant, laundry, dry cleaning establishment, service establishment or repair facility, warehousing or industrial use or similar use which has an aggregate gross floor area of:

1. Over five thousand (5,000) square feet but not over twenty-five thousand (25,000) square feet, one (1) space.

2. Over twenty-five thousand (25,000) square feet but not over sixty thousand (60,000) square feet, two (2) spaces.

3. Over sixty thousand (60,000) square feet but not over one hundred twenty thousand (120,000) square feet, three (3) spaces.

4. Over one hundred twenty thousand (120,000) square feet but not over two hundred thousand (200,000) square feet, four (4) spaces.

5. Over two hundred thousand (200,000) square feet but not over two hundred ninety thousand (290,000) square feet or major fraction thereof, one (1) space for every fifty thousand (50,000) square feet.

b. For each auditorium, exhibition hall, museum, hotel or motel, office building, or similar use, which has an aggregate gross floor area of over ten thousand (10,000) square feet but not over forty thousand (40,000) square feet, one (1) space; plus one (1) space for each additional sixty thousand (60,000) square feet over forty thousand (40,000) square feet or major fraction thereof.

c. Where there is any question as to the off-street loading requirements, a similar use shall be used for comparison, which shall be determined and fixed by the site plan review committee.

(5) Off-street loading facilities supplied to meet the needs of one (1) use shall not be considered as meeting the off-street loading needs of any other use.

(6) Owners of two (2) or more adjoining uses, structures, or parcels of land may utilize jointly the same parking or loading area, when approved by the zoning administrator, upon finding that the hours of operation do not overlap and provided satisfactory legal evidence is presented to the planning and zoning department in the form of a deed, lease, contract or similar document, securing full access to such parking or loading areas for all parties jointly using them.

(H) **Requirements for Handicapped Parking.**

(1) Pursuant to ~~F.S. §§ 316.1955 and 316.1956~~ Section 553.5041, Florida Statutes, the minimum required number of parking spaces for disabled persons shall be as follows:

Handicapped Parking Requirements

Total parking in Lot	Required number of accessible spaces
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 plus 1 for each 100 over 1,000

(2) Design requirements for such parking spaces shall be as set forth in F. S. Section 553.5041 ~~316.1955(3)~~. The spaces shall also be posted with a permanent above-grade sign bearing the international symbol of accessibility and the caption "PARKING BY DISABLED PERMIT ONLY." Beneath this sign shall be another sign with the caption "$250 FINE."

(I) **STACKING REQUIREMENTS.** The locations and lengths of vehicular stacking areas for facilities including, but not limited to, schools, day care, car washes, and drive-up windows, shall be provided in accordance with standards that promote the general safety and welfare of the public.

(1) The stacking areas shall have direct access to the service window, station, or pick-up/drop-off location.

(2) The stacking area shall not include space for any other circulation driveway, parking space, or maneuvering area.

(3) An escape route from the stacking area for drive-ups is required.

(4) An escape route for schools and day care facilities ~~are~~ is highly recommended.

(5) The stacking area shall be located and of sufficient length so that it will not block traffic circulation within the development during peak queuing periods.

(6) An analysis showing the estimated normal peak queue lengths shall be provided with the site plan. The analysis shall be signed and sealed by a professional engineer registered in Florida.

(7) Adequate stacking storage to accommodate normal peak queues shall be provided on-site and shall not overflow onto adjacent streets.

(8) Due to the great variability of the site conditions and the facility, the stacking location and length shall be reviewed and accepted by the Site Plan Review Committee.

Sec. 158.222. Access Standards, Sidewalks, and Bikepaths.

(A) **General Requirements.**

(1) All new development or redevelopment will be provided with the appropriate access and traffic facilities to serve the transportation needs of the development in a safe and efficient manner while simultaneously preserving the flow of traffic on the surrounding public road system.

(2) It is intended that access be restricted on arterial and collector streets in order to ~~protect the capacity of these streets~~ limit traffic conflicts and to preserve the capacity of these roads.

(3) All new development shall be required to dedicate to the public, or a private maintenance entity, the necessary rights-of-way for all new streets and roads within the development. Additional rights-of-way shall be dedicated on existing roads to bring that road to the necessary right-of-way indicated in the functional classification system contained in the transportation element of the Comprehensive Plan. All new development shall be required to construct or contribute towards off-site road improvements necessary to serve the development, unless otherwise addressed by the City Council. Necessary road improvements may include road construction, road widening, left and right turn lanes, traffic signals, regulatory signs and pavement markings. A traffic study may be required by the Zoning Administrator in order to properly identify the traffic impacts of the new development and measures needed to mitigate the impact of the new development.

(4) Every building, structure, or use hereafter erected, moved, or established shall be on a lot adjacent to a public street by means of an approved private street, and all buildings, structures, and uses shall be so located on lots so as to provide safe and convenient access for servicing, fire protection, and required off-street parking and loading. No building, structure, or use shall be erected on, moved onto, or established upon a lot which does not abut on at least one (1) public street or approved private street for a distance of at least twenty (20) feet.

(5) No lot which is residentially zoned shall be used for driveway, walkway, or access purposes to any lot which is zoned nonresidential ~~nonresidentially zoned,~~ or used for any purpose not permitted within the applicable residential zoning district except for ingress and egress to and from an existing use which does not abut a street.

(6) All new development shall be required to provide a traffic analysis appropriate to the magnitude of the new development including impacts to affected roadway facilities and construct or contribute towards off-site road improvements necessary to serve the development, unless otherwise addressed by the City Council. Necessary road improvements may include, but are not limited to, road construction, road widening, left and right turn lanes, traffic signals, regulatory signs and pavement markings.

(7) Internal circulation systems, interconnected parking lots, and/or frontage roads shall be utilized wherever possible.

(8) Temporary driveway permits may be issued as an interim measure until interconnected parking lots or frontage roads can be feasibly developed.

(B) **Design Requirements.** General design standards for the drive width, allowable number of driveways, and driveway spacing are provided below. Traffic generators with volumes of one thousand (1,000) plus trips per day, shall have driveways designed as a street intersection. Refer to the City's Engineering Standards for Land

Development for additional information on requirements for pavement design, driveway profile, driveway radius, throat lengths, medians, median openings, and turn lanes. ~~The following requirements are set forth for driveway construction, location, and spacing:~~

(1) **Driveway Surface ~~Construction~~.** All driveways shall be paved with concrete, asphalt, or comparable hard surfacing and shall be in accordance with the City's Engineering Standards for Land Development. ~~constructed to City standards. Major traffic generators, i.e., volumes of one thousand (1,000) plus trips per day, shall have driveways or entrances designed as a normal street intersection. The minimum and maximum driveway sizes shall be as follows unless otherwise approved by the site plan review committee or City Council pursuant to sections 158.235 through 158.245.~~

(2) **Driveway Width.** The minimum and maximum driveway widths shall be as follows:

Driveway Width		
District and Driveway Type	Minimum (feet)	Maximum (feet)
Residential		
Single-family, detached	10	24
Single-family, detached (circular, main portion to garage)	10*	24*
Single-family, detached (circular, secondary portion)	10	16
Multi-family	20	24
Multi-family (one way)	12*	16*
Commercial		
One way	12	16*
Two way	24	36
Industrial		
One way	12	24
Two way	24	40
~~*Each drive~~		

(3) **Number of ~~(2) Limitations on~~ Driveways.** Driveways shall be limited to the minimum necessary to provide access to the land uses. The following standards for the number of driveways are a guideline for the City to utilize in the review of specific development projects. Standards in excess of the guideline are preferable and may be required for driveways located within

the functional area of an intersection or areas where access restrictions are necessary to reduce conflicts, preserve the safety of the traveling public, or to preserve the function of the adjacent roadway. These guidelines may not always apply to conversion areas. Approval from the owner of the roadway is required for driveway connections to roads that are not owned by the City. Access restrictions shall be more severe for projects located on arterial or collector roads, especially for areas of strip commercial development. ~~Internal circulation systems, interconnected parking lots, or frontage roads shall be utilized wherever possible. Temporary driveway permits may be issued as an interim measure until interconnected parking lots or frontage roads can be feasibly developed. The following standards for the number of driveways and driveway spacing shall be adopted as guidelines for the City to utilize in the review of specific development projects. These guidelines may not always apply to conversion areas. FDOT approval is required for all State roads. Standards in excess of the guidelines are preferable; however, it may be infeasible or cause an undue hardship in certain cases to hold strictly to the guidelines.~~

Allowable Number of Driveways			
District	Number of Driveways, Type, and Frequency		
	Arterial Road	Collector Road	Local Road
Residential			
Single-family	1 two-way per lot or 1 circular per lot	1 two-way per lot or 1 circular per lot	1 two-way per lot or 1 circular per lot
Multi-family	1 two-way or 2 one-way per each 500 feet of road frontage	1 two-way or 2 one-way per each 350 feet of road frontage	1 two-way per each 100 feet of road frontage
Commercial	1 two-way or 2 one-way per each 500 feet of road frontage	1 two-way or 2 one-way per each 350 feet of road frontage	1 two-way or 2 one-way per each 100 feet of road frontage
Industrial	1 two-way or 2 one-way per each 500 feet of road frontage	1 two-way or 2 one-way per each 250 feet of road frontage	1 two-way or 2 one-way per each 100 feet of road frontage

(4) ~~(3)~~ **Driveway Spacing from Intersections ~~Construction~~.** Driveway spacing from intersections shall be measured from the right-of-way line of the intersecting street to the midpoint of the driveway. Spacing between

driveways shall be measured from the midpoint of each driveway. Standards in excess of these requirements are preferable and may be required for driveways located within the functional area of an intersection or areas where access restrictions are necessary to reduce conflicts, preserve the safety of the traveling public, or to preserve the function of the adjacent roadway. The spacing requirements are shown in the following table:

~~1. (a) Driveway spacing from intersections.~~

Driveway Spacing from Intersections			
District	Driveway Location		
	Arterial Road	Collector Road	Local Road
Residential			
Single-family	50'	50'	25'
Multi-family	250'	250'	50'
Commercial	250'	250'	50'
Industrial	250'	200'	50'

~~Districts~~	~~U.S. #1 (feet)~~	~~Arterial (feet)~~	~~Collector (feet)~~	~~Local (feet)~~
~~Residential:~~				-
~~Single-family~~	~~Prohibited~~	~~50~~	~~50~~	~~25~~
~~Multi-family~~	~~350-500~~	~~250~~	~~250~~	~~50~~
~~Commercial:~~	~~350-500~~	~~250~~	~~250~~	~~50~~
~~Industrial:~~	~~350-500~~	~~250~~	~~200~~	~~50~~

~~(b) Spacing between driveways.~~

~~Districts~~	~~U.S. #1 (feet)~~	~~Arterial (feet)~~	~~Collector (feet)~~	~~Local (feet)~~
~~Residential:~~				-
~~Single-family~~	~~Prohibited~~	~~20~~	~~20~~	~~20~~
~~Multi-family~~	~~350-500~~	~~150~~	~~100~~	~~50~~
~~Commercial:~~	~~350-500~~	~~250~~	~~200~~	~~50~~
~~Industrial:~~	~~350-500~~	~~n/a~~	~~150~~	~~50~~

(5) **Driveway Spacing Between Driveways.** The spacing requirements are shown in the following table where the spacing between driveways shall be measured from the midpoint of each driveway.

Driveway Spacing Between Driveways			
District	Driveway Location		
	Arterial Road	Collector Road	Local Road
Residential			
Single-family	20'	20'	20'
Multi-family	150'	100'	50'
Commercial	250'	200'	50'
Industrial	n/a	150'	50'

(C) **Exceptions:** The Site Plan Review Committee may exempt utilities, cellular towers, billboards, and other similar uses from the aforementioned requirements for access standards provided sufficient access to the facility is provided and the facility is not accessible for the benefit of the general public.

(D) **Drive-Throughs**. No drive-through windows located between the right-of-way of a primary collector/arterial roadway and a building are permitted. If there is no viable other location ~~option~~, the entire drive-through lane must be completely screened from adjacent view using a continuous planting of vegetation at a height of six (6) feet at time of planting. Vegetation shall be maintained at a height of at least six (6) feet.

(E) **Sidewalks and Bikepaths. Minimum design and construction standards**

(1) New development located along existing streets. New development located along an existing street right-of-way that is 60 feet in width or greater shall provide a sidewalk that is at least 5 feet in width, typically along the property line and within the street right-of-way. However, in such case where the Engineering Department determines that a sidewalk located within a right-of-way is not appropriate or will be in conflict with other public works, the Engineering Department may require that the sidewalk be located on the subject property to be developed, typically along the property line. Location and design shall be subject to review by the Site Plan Review Committee. In areas where the City plans to install and finance the construction of a sidewalk, the developer shall not be required to install the sidewalk. However, the developer shall be required to pay the current bid price for the installation of the proposed sidewalk for the length of the subject property unless previous agreement or ordinance indicates otherwise. In areas where a design plan for sidewalks and/or bikepaths has been adopted or established, the design plan shall take precedence as to

the location, size, and other features of the sidewalk and/or bikepath. Sidewalks shall not encroach into landscape strips.

(2) Existing development located along existing streets. Existing development located along an existing street right-of-way that is 60 feet in width or greater seeking major revisions of a site plan pursuant to Section 158.237(D) of the Zoning Code, shall provide a sidewalk that is at least 5 feet in width, typically along the property line and within the street right-of-way. However, in such case where the Engineering Department determines that a sidewalk located within a right-of-way is not appropriate or will be in conflict with other public works, the Engineering Department may require that the sidewalk be located on the subject property to be developed, typically along the property line. Location and design shall be subject to review by the Site Plan Review Committee. In areas where the City plans to install and finance the construction of a sidewalk, the developer shall be required to pay the current bid price for the installation of the proposed sidewalk for the length of the subject property unless previous agreement or ordinance indicates otherwise. In areas where a design plan for sidewalks and/or bikepaths has been adopted or established, the design plan shall take precedence as to the location, size, and other features of the sidewalk and/or bikepath. Sidewalks shall not encroach into landscape strips. Existing development seeking minor revisions of a site plan pursuant to Section 158.237(C) shall not be subject to the sidewalk requirement.

(F) **Public and Private Streets or Driveways**. A sidewalk that is at least 5 feet in width shall be located along the side or sides of the following proposed street rights-of-way or main access routes:

(1) A public or private street right-of-way located adjacent to a non-residential use. A sidewalk shall be located along the side of the street located adjacent to the non-residential use.

(2) A public or private street right-of-way or driveway that serves as a main access route to a residential development having 400 units or more. Sidewalks shall be located on both sides.

(3) All collector or arterial roads. Sidewalks shall be located on both sides.

(G) Whenever possible, a sidewalk shall be located along the edge of the street right-of-way, leaving a green space located between the street pavement and the sidewalk. See Subdivision Regulations, Chapter 156, for additional requirements concerning sidewalks for subdivisions. Where there is conflict, the more stringent code requirement shall take precedence.

(H) All sidewalks shall comply with the Americans with Disabilities Act, the Florida Accessibility Code for Construction and the Engineering Department's Standards Book.

(I) In order to avoid installing a sidewalk that will lead nowhere nor have a functional purpose, where developed properties located along both sides of the subject property do not have sidewalks and it is unlikely that in the near future that sidewalks will be installed, the installation of a sidewalk shall not be required.

Sec. 158.223. Telecommunication Switching Facilities.

(A) Telecommunication Switching Facilities as a permitted use. Telecommunication switching facilities ~~as defined herein~~ are allowed in all zoning districts as a permitted use, except for the open space recreation (OSR) district.

(B) **Requirements.**

(1) All building setbacks shall be a minimum of five (5) feet from all property lines except where adjacent to public road rights-of-way. Setbacks shall be a minimum of ten (10) feet from the rights-of-way.

(2) Architecture will be consistent with the surrounding area.

(3) The maximum building height as measured from the finished grade shall be fifteen (15) feet on all telecommunication switching facility buildings.

(C) **Landscaping.** In addition to the landscaping provisions of Chapter 154 ~~sections 153.01 through 153.10,~~ the following will be required:

(1) A minimum five-foot landscape buffer shall be provided on all property lines consistent with Chapter 154 ~~sections 153.01 through 153.10~~. In no case will fewer than eight (8) trees be planted on the property.

(2) Hedging and other landscaping shall be required as determined by the site plan review committee.

Sec. 158.224. Community Residential Homes ~~Foster Care Homes, Congregate Living Facilities~~ and Group Care Homes.

(A) Pursuant to Chapter 419, Florida Statutes, community residential home means a dwelling unit licensed to serve residents who are clients of the Department of Elderly Affairs, the Agency for Persons with Disabilities, the Department of Juvenile Justice, or the Department of Children and Families or licensed by the Agency for Health Care Administration which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional, and social needs of the residents. Homes of six or fewer residents which otherwise meet the definition of a community residential home shall be deemed a single-family unit and a noncommercial, residential use for the purpose of local laws and ordinances. Homes of six or fewer residents which otherwise meet the definition of a community residential home shall be allowed in single-family or multifamily zoning without approval by the local government, provided that such homes shall not be located within a radius of 1,000 feet of another existing such home with six or fewer residents and provided that, prior to licensure, the

sponsoring agency provides the local government with the most recently published data compiled from the licensing entities that identifies all community residential homes within the jurisdictional limits of the local government in which the proposed site is to be located in order to show that no other community residential home is within a radius of 1,000 feet of the proposed home with six or fewer residents. At the time of home occupancy, the sponsoring agency must notify the local government that the home is licensed by the licensing entity.

When a site for a community residential home has been selected by a sponsoring agency in an area zoned for multifamily, the agency shall notify the City Manager in writing and include in such notice the specific address of the site, the residential licensing category, the number of residents, and the community support requirements of the program. Such notice shall also contain a statement from the licensing entity indicating the licensing status of the proposed community residential home and specifying how the home meets applicable licensing criteria for the safe care and supervision of the clients in the home. The sponsoring agency shall also provide to the local government the most recently published data compiled from the licensing entities that identifies all community residential homes within the jurisdictional limits of the local government in which the proposed site is to be located. The local government shall review the notification of the sponsoring agency in accordance with the zoning ordinance of the jurisdiction. A community residential home housing 7 to 14 residents, may be allowed as a special exception use in the RM-5, RM-8, RM-11, and RM-15 multi-family zoning districts subject to the following standards:

(1) The home shall not be located within a radius of 1,200 feet of another existing large community residential home, or within 500 feet of existing areas of single-family zoning.

(2) Such a home shall only be occupied by persons meeting the definition for a resident in F.S. 419.001.

(3) The establishment must conform to existing regulations for the zoning district and design standards applicable to multifamily uses. The home shall be located to assure the safe care and supervision of all clients.

~~**Foster Care Homes.** All foster care homes shall be licensed or certified by the State. The number of residents in a foster home shall not exceed five (5) excluding the foster parents themselves. No more than seven (7) residents may be allowed in a foster care home including the foster parents.~~

(B) **Assisted Living Facility ~~and Congregate Living Facility.~~** An assisted living facility (ALF) shall comply with the requirements of Chapter 429, pt. I., Florida Statutes. ~~All congregate living facilities shall be licensed by the State. Congregate living facilities must be separated by a minimum distance of one thousand (1,000) feet as measured from the closest property line of each dwelling unit or facility.~~

(C) **Group Care Homes.** All group care homes shall be licensed by or registered with the State. Group care homes must be separated by a minimum distance of one

thousand (1,000) feet as measured from the closest property line of each facility or dwelling unit.

Sec. 158.225. Outdoor Sales and Special Events.

An event which would require a permit under this section is any temporary outdoor special event or outdoor sales, which is not one of the permitted uses of a property and not included as a customary primary or ancillary use. Any use of the property already included in the business tax receipt as a use for a property will not require a separate temporary event permit. Except where noted, outdoor special events and temporary outdoor sales events under this section require a special event permit. Permits are not required for church festivities when held on church property, ~~or~~ for events held at City parks or recreation facilities, for the display of merchandise at the entry to retail establishments as set forth in §158.225 (A)(2)(b), or for community days annual events as set forth in §158.225 (A)(2)(g).

(A) The applicant applying to the Code Compliance Division of the Building Department for such outdoor or temporary event permit in the City shall be the owner or its agent of the land upon which the event is intended to be held. Applications must be complete and submitted with the following documentation, to be processed:

(1) The area utilized shall be cleaned daily and following any special event shall in all respects be restored to its former condition within twenty-four (24) hours after the close of the event. A refundable security deposit in the amount of five hundred dollars ($500.00) plus one hundred dollars ($100.00) for each day of the event payable in advance, shall be required as security to guarantee that the premises will be cleaned of all rubbish and debris after use by the applicant. Covered dumpsters and trash containers must be provided on the event site and emptied daily.

(2) A written statement from the St. Lucie County Fire District that the tents or temporary structures under which the event is to be held are of fireproof material and will not constitute a fire or egress hazard.

(3) Police services will review the application to determine if off-duty officers are required for traffic/crowd control or for security at the event site. If off-duty police officers are required/requested, payment for their services must be made at least fifteen (15) days prior to the first day of the event.

(4) The ~~carnival~~ owner shall provide a list of all ~~carnival~~ employees, which shall include names, and dates of birth.

(5) A copy of the inspection report from the Department of Agriculture for mechanical rides, prior to opening.

(6) If food is being prepared and/or sold on the site, or if any sanitary facilities and/or sewage disposal is involved, the applicant must contact St. Lucie County Health Department to determine if an inspection is required. The food safety inspection report must be submitted prior to opening.

(7) The City reserves the right to request indemnification and insurance be provided to protect the City for any event using public property.

(8) A concept plan showing the location of the special event, all structures to be utilized in the event including tents, booths, exhibits, width of aisles, means of ingress and egress, concession areas, waste removal facilities, sanitary facilities, and utilities such as electrical and telephone facilities.

(B) An application shall be denied if:

(1) The applicant has made any misrepresentations in the application.

(2) The applicant fails to provide any of the items or information required.

(3) The special event will substantially interfere with any other special event for which a permit has already been granted or with the provision of public safety or other city services needed to support of such other previously scheduled events.

(4) The special event will have an un-mitigatable adverse impact upon residential or business access and traffic circulation in the area in which it is to be conducted.

(C) ~~(1)~~ Outdoor Special Events.

(1) ~~(a)~~ Outdoor events under this section, include but are not limited to circuses, carnivals, tent revivals, outdoor exhibitions, road festivals, and organized competitive events, which shall be permitted on developed property zoned open space recreation, institutional, general commercial and planned unit development/master planned unit development. The event shall not be permitted to exceed seven (7) consecutive days and no more than four (4) such events per year shall be permitted on the same property. The limitation of four (4) events per year may be waived by affirmative vote of the City Council.

(2) ~~(b)~~ The fees for outdoor events are as follows: A one hundred dollar ($100.00) non-refundable application fee; two hundred dollars ($200.00) for the first day, one hundred fifty dollars ($150.00) for each succeeding day, and twenty dollars ($20.00) per day, per concession stand, booth, or individuals carrying items on their person for the purposes of sale. The fee(s) shall be paid in full before any equipment is brought upon the location where the outdoor event will take place.

(3) ~~(c)~~ All events containing an animal show shall make application with, and receive approval from, the City's animal control division before a permit will be issued.

(4) ~~(d)~~ All events requiring public street closures shall make application for a street closure permit per Chapter 99 of the City of Port St. Lucie Code of Ordinances with the City's Police Department prior to issuance of a permit.

(5) ~~(e)~~ The area utilized shall be cleaned daily and following any special event shall in all respects be restored to its former condition within twenty-four (24) hours after the close of the event.

~~(f) The applicant applying to the Business Tax Division of the Building Department for such outdoor event permit in the City shall be the owner or its agent of the land upon which the event is intended to be held. Applications must be complete and submitted with the following documentation, to be processed:~~

~~1. The area utilized shall be cleaned daily and following any special event shall in all respects be restored to its former condition within twenty-four (24) hours after the close of the event. A refundable security deposit in the amount of five hundred dollars ($500.00) plus one hundred dollars ($100.00) for each day of the event payable in advance, shall be required as security to guarantee that the premises will be cleaned of all rubbish and debris after use by the applicant. Covered dumpsters and trash containers must be provided on the event site and emptied daily.~~

~~2. A written statement from the St. Lucie County Fire District that the tents or temporary structures under which the event is to be held are of fireproof material and will not constitute a fire or egress hazard.~~

~~3. Police services will review the application to determine if off-duty officers are required for traffic/crowd control or for security at the event site. If off-duty police officers are required/requested, payment for their services must be made at least fifteen (15) days prior to the first day of the event.~~

~~4. The carnival owner shall provide a list of all carnival employees, which shall include names, and dates of birth.~~

~~5. A copy of the inspection report from the Department of Agriculture for mechanical rides, prior to opening.~~

~~6. If food is being prepared and/or sold on the site, or if any sanitary facilities and/or sewage disposal is involved, the applicant must contact St. Lucie County Health Department to determine if an inspection is required. The food safety inspection report must be submitted prior to opening.~~

~~7. The City reserves the right to request indemnification and insurance be provided to protect the City for any event using public property.~~

~~8. A site plan showing the location of the special event, all structures to be utilized in the event including tents, booths, exhibits, width of aisles, means of ingress and egress, concession areas, waste removal facilities, sanitary facilities, and utilities such as electrical and telephone facilities.~~

~~(g) An application shall be denied if:~~

~~1. The applicant has made any misrepresentations in the application.~~

~~2. The applicant fails to provide any of the items or information required.~~

~~3. The special event will substantially interfere with any other special event for which a permit has already been granted or with the provision of public safety or other city services needed to support of such other previously scheduled events.~~

~~4. The special event will have an un-mitigatable adverse impact upon residential or business access and traffic circulation in the area in which it is to be conducted.~~

~~a. Any violation of any City ordinance shall result in the permit being revoked immediately and the violator being banned from holding an event in the City for a period of not less than twenty-four (24) months.~~

~~b. An annual event, Community Days, held on Veteran's Day weekend allowing that local businesses, holding a current business tax receipt, in a commercially zoned location, may engage in a three-day special event. One professionally made banner may be placed on the building as regulated by section 155.07(F). Said event shall not count as part of the aforementioned limit of two one-week sales events per calendar year. There are no permit fees for the event or banner. All event activity shall be in compliance with Chapter 155 and this chapter.~~

(D) ~~(2)~~ Temporary outdoor sales.

(1) ~~(a)~~ Recreational vehicles and boat sales. The sales of recreational vehicles and boats shall be permitted on developed property zoned general commercial, open space recreation, and planned unit development/master

planned unit development. The sale shall not be permitted to exceed seven (7) days. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces of the project. Only one (1) applicant may apply per site at any time. A temporary sales permit shall be required for each event with a cost of one hundred dollars ($100.00) for the first day, fifty dollars ($50.00) each additional day. A letter from the property owner or its agent stating its consent shall be provided at the time of application. Temporary tent and parking lot sales of automobiles are prohibited except on property licensed and zoned for the use.

(2) ~~(b)~~ A permit is not required for the display of merchandise at the entry to retail establishments. Merchandise displays may be located at the entry of each business. Displays shall be limited to one half (½) the business' store frontage. Stores with more than one (1) entry shall be limited to the same total by any combination. In no case shall a display extend into the parking lot or fire lane.

(3) ~~(c)~~ Temporary tent and parking lot sales. The outdoor sales of merchandise other than automobiles, RV's, motorized vehicles and boats shall be permitted on developed property zoned institutional, open space recreation, general commercial, and planned unit development/master planned unit development. The temporary outdoor sales event shall be limited to two (2) one-week sales events per calendar year, either by a locally licensed business or sponsored by a locally licensed business on the same property. The limitation to two (2) one-week sales events per calendar year shall apply unless otherwise specified in this chapter. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces, as defined by its site plan. A temporary sales permit shall be required for each event with a fee of two hundred dollars ($200.00). Only one (1) applicant may apply per site at any given time.

(4) ~~(d)~~ Crafter/vendor annual permit. The outdoor sales of merchandise shall be permitted on developed property zoned open space recreation, institutional, general commercial, and planned unit development/master planned unit development. The number of outdoor sales events, pursuant to this subsection, shall be limited to twelve (12) two-day sales events per calendar year. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces. A fee of five hundred dollars ($500.00) is required for a crafter/vendor annual permit. Only one (1) applicant may apply per site at any scheduled event. A schedule of event dates and a letter from the property owner stating its consent shall be provided at the time of application. One (1) on-site sign per event is included with the permit fee.

(5) ~~(e)~~ Christmas tree sales. The sale of Christmas trees shall be permitted on property zoned institutional, general commercial, and planned unit development/master planned unit development for a maximum of forty-five

(45) days. A temporary sales permit shall be required with a fee of twenty dollars ($20.00) per day, up to a maximum fee of two hundred dollars ($200.00).

(6) ~~(f)~~ Farmer's market annual permit. Outdoor farmer's markets shall be permitted on developed property zoned institutional, general commercial, and planned unit development/master planned unit development. The number of outdoor sales events, pursuant to this subsection, shall be limited to twenty-four (24) two-day sales events per calendar year. If the event is located in a parking lot, the sale shall not use more than fifteen (15) percent of the total required parking spaces. A fee of five hundred dollars ($500.00) is required for a farmer's market annual permit. Only one (1) applicant may apply per site at any scheduled event. A schedule of event dates and a letter from the property owner stating its consent shall be provided at the time of application. One (1) on-site sign per event is included with the permit fee.

(7) An annual event, Community Days, held on Veteran's Day weekend allowing that local businesses, holding a current business tax receipt, in a commercially zoned location, may engage in a three-day special event. One professionally made banner may be placed on the building as regulated by section 155.07(F). Said event shall not count as part of the aforementioned limit of two one-week sales events per calendar year. There are no permit fees for the event or banner. All event activity shall be in compliance with Chapter 155 and this chapter.

(E) Any violation of any city ordinance shall result in the permit being revoked immediately and the violator being banned from holding an event in the city for a period of not less than twenty-four (24) months.

(F) Fee Exemption.

(1) ~~(3)~~ Legally recognized 501(C)(3) non-profit and charitable organizations sponsored by a local business having a current business tax receipt are exempt from the fees. The non-profit or charitable organization must; however, provide proof of non-profit/charitable status and shall obtain a permit under the above mentioned regulations.

(2) ~~(4)~~ Requests for exemption from fees must be made in writing to the City Manager's office to be placed on a City Council agenda.

Sec. 158.226. Temporary Sales Offices, and Temporary Buildings and Construction Offices, in Connection with Land Development in New Developments.

(A) Temporary sales offices may be placed in new residential developments or subdivisions upon submittal of a site plan and approval in accordance with the provisions of sections 158.235 through 158.245, subject to the following conditions:

(1) The proposed sales office shall be identified on the site plan/plat approved by the site plan. The temporary office shall be located on the site of the specific, proposed development;

(2) The structure must comply with the current approved edition of the Florida Building Code, meet the requirements of the zoning district and the parking area must be landscaped in accordance with the landscape regulations;

(3) The office may not be utilized to conduct sales of any product or service other than lots and/or dwellings, including interior finishes, within the specific development; and

(4) A temporary sales office permit will be required. A permit will be issued for one (1) year with annual renewals until all the units are constructed. The area used as the temporary sales office shall be converted back to its intended use within six (6) months of the termination of the temporary permit.

(B) Temporary construction offices, in connection with land development or construction projects, may be erected or placed within any zoning district for occupancy other than as dwelling or lodging units.

(1) Any temporary construction office shall require a permit from the building department. This permit is to specify location, type of construction, maintenance requirements, and time period of utilization of any temporary building or structure.

(2) No permit shall be for a period of more than six (6) months, subject to renewal upon approval of the building department. Failure to obtain a permit, or violation of any conditions specified therein, shall be a violation of this chapter.

Sec. 158.227. Self-Service Storage Facilities.

(A) **In General.** The only commercial activities permitted on the site of self-service storage facility shall be rental of storage bays and pickup and deposit of goods and/or property in dead storage. Storage bays shall not be used to: manufacture, fabricate or process goods; service or repair vehicles, boats, small engines or electrical equipment, or to conduct similar repair activities; conduct garage sales or retail sales of any kind; or conduct any other commercial or industrial activity on the site.

~~(B) **Site Plan Required.** A conceptual site plan drawn to scale shall be submitted concurrent with the special exception use application identifying building locations, access and traffic circulation, surrounding land uses of adjacent properties and tabulations demonstrating the intensity in square feet of areas by type~~.

(B) ~~(C)~~ **Security Quarters Permitted.** Residential quarters for security purposes may be established on the site, subject to the requirements of ~~subsection 158.124(C)(1)~~ all applicable zoning districts.

(C) ~~(D)~~ **Bays Have No Legal Address.** Individual storage bays or private postal boxes within a self-service storage facility shall not be considered a premises for the purpose of assigning a legal address in order to obtain an occupational license or other governmental permit or license to do business.

(D) ~~(E)~~ **Outside Storage.**

(1) Except as provided in this subsection (D) ~~(E)~~, all property stored on site shall be entirely within enclosed buildings.

(2) Open storage of recreational vehicles and dry storage of pleasure boats of the type customarily maintained by private individuals for their personal use shall be permitted within a self-service storage facility provided that the following conditions are met:

a. Such storage shall take place only within a designated area. The area so designated shall be clearly delineated upon the approved site plan ~~accompanying the application for a special exception use~~;

b. The open storage area shall not exceed twenty-five (25%) percent of the buildable area of the site;

c. The open storage area shall be entirely screened from view from adjacent residential areas and street rights-of-way by a solid building wall, an eight foot high opaque fence, or a masonry wall with a minimum height of eight (8) feet;

d. Vehicles shall not be stored within the area set aside for minimum building setbacks; and

e. No vehicle maintenance, washing or repair shall be permitted on site. Pleasure boats stored on the site shall be placed and maintained upon wheeled trailers. No dry stacking of boats shall be permitted on site.

(E) **Maximum and Minimum Lot Size and Building Coverage.** ~~Notwithstanding any other provision of this Code, the maximum lot size for a self-service storage facility approved as a special exception use under this section of the Code shall be three (3) acres, and the minimum lot size shall be one (1) acre. Maximum building coverage in a CG (general commercial) zoning district for self-service storage development may be fifty (50%) percent provided that additional landscape buffering, in excess of Code requirements, is provided as recommended by the site plan review committee.~~ Please see all applicable zoning districts.

(F) **Separation Between Storage Buildings.** If separate buildings are constructed, there shall be a minimum ten (10) foot separation between individual buildings within the facility.

(G) **Maximum Bay Size.** The maximum size of a storage bay shall be five hundred (500) square feet.

(H) **Maximum Building Height.** ~~With the exception of a structure used as a security quarters, the maximum height of a self-service storage facility shall be one (1) story. The height of the building shall not exceed twenty (20) feet.~~ For maximum height, please reference the applicable zoning district. In addition, a parapet wall shall be constructed to screen roof-mounted air conditioning and other equipment, if any. ~~The combined height of the building and the parapet wall shall not exceed twenty-five (25) feet.~~

(I) **Supplemental Parking Requirements.** A minimum number of parking spaces shall be provided upon the site as follows:

(1) **Employee and Customer Parking.**

Two (2) parking spaces for the residential quarters, and one (1) parking space for each two hundred (200) square feet of gross floor area used as an office in the rental of storage bays.

a. One (1) additional customer parking space for every one hundred (100), or fraction thereof, storage bays.

2. **Interior Parking.** Interior parking shall be provided in the form of aisles adjacent to the storage bays. These aisles may be used both for circulation and temporary customer parking while using storage bays. The minimum width of these aisles shall be as follows:

a. If aisles permit two-way traffic, thirty (30) feet; and

b. If aisles permit only one-way traffic, twenty-one (21) feet.

(J) **Supplemental Landscape Requirements; Perimeter Landscape Buffers.** A self-service storage facility may dispense with the wall which is required to be erected within the required perimeter where all of the following conditions are met:

(1) The exterior facades of storage buildings present an unbroken, wall like appearance when seen from adjacent lots and rights-of-way; this shall not prevent the installation of fire access doors, if mandated by law;

(2) The exterior facades of separate storage buildings area joined by walls to give the appearance of structural continuity;

(3) The resulting area between the outer face of the buildings and the property line or right-of-way is maintained and appropriately planted as a landscape buffer;

(4) There area no aisles or other vehicle entry ways located in the area between the building and adjacent lot boundary or the right-of-way; and

(5) Either landscaping is installed in the perimeter landscape buffer or the area is maintained for vegetation preservation, provid~~ing~~ed the minimum requirements of Chapter 15 ~~(3)~~4 are met.

(K) **Miscellaneous Requirements.**

(1) **Outdoor Lighting.** All outdoor lighting shall be shielded away from adjacent property. Lights shall be low-intensity and the minimum necessary to discourage vandalism and theft. If a facility abuts a residential zone, outdoor lighting fixtures shall meet the requirements of subsection 158.221(B)(7).

(2) **No Loudspeakers.** Exterior loudspeakers or paging equipment shall not be permitted on the site.

(3) **Orientation of Storage Bay Doors.** Storage bay doors shall not face any abutting property which is residentially zoned, nor shall they be visible from any adjacent residential property or any street right-of-way.

(4) **No Barbed Wire Visible from Streets.** Barbed or similar wire may be used for security purposes, but it shall not be visible from any adjacent residential property or any street right-of-way.

(5) **Uniform Exterior Architectural Treatment.** The exterior facades of all structures shall receive uniform architectural treatment, including stucco and painting of surfaces. All structures adjacent to properties designated with a residential land use shall have a pitched roof or other treatment comparable to the adjacent residential development.

Sec. 158.228. Overlay Zoning Design Standards for Port St. Lucie.

New development and redevelopment in designated areas shall be subject to the site plan design and architectural requirements contained in the "City of Port St. Lucie Citywide Design Standards" manual. Said manual is available at the planning and zoning department.

Sec. 158.229. Domestic Animal Restrictions.

The number of domestic animals (pets) shall be restricted to five (5) within residential zoning districts. Vietnamese potbellied pigs are restricted to one. Keeping of domestic animals shall be consistent with the provisions of Chapter 92 (Animals), Chapter 94 (Noise), and Chapter 95 (Nuisances, Littering) of the City's Code of Ordinances.

Sec. 158.230. Solar Energy.

The following provisions are intended to facilitate the commercial generation and distribution of solar power and the use of on-site solar energy systems to meet the energy demands of buildings and support facilities in the City. All solar equipment and devices

shall comply with Florida Statutes and shall be certified by the Florida Solar Energy Commission.

(A) **Solar Generation Station.** In addition to other applicable sections of this Code, a solar generation station shall be subject to the following provisions:

(1) Solar generation stations shall require submittal of a site plan application concurrent with a special exception use application. The development shall be subject to the following supplemental criteria:

a. Physical access to a solar generation station shall be restricted by fencing or walls. Razor wire is prohibited. All fencing and wall details shall be shown on the required site plan.

b. The devices that capture energy and convert it to electricity shall not be placed in wetlands, environmentally sensitive resources or habitats, imperiled and critically imperiled habitats as defined by the Florida Natural Areas Inventory, and buffers. The development shall comply with the requirements of Chapter 157: Natural Resource Protection of the City Code.

c. All devices that capture and convert energy to electricity shall be located at least fifty (50) feet from any lot line under separate ownership, unless otherwise approved by the City Council.

d. All solar generation station sites must comply with the landscaping requirements of Chapter 154~~3~~: Landscaping and Land Clearing of the City Code.

e. On-site power lines shall be placed underground to the maximum extent possible.

(B) **Solar Energy System.** In addition to other applicable sections of this Code, a solar energy system shall be subject to the following provisions:

(1) All solar panels and devices are considered structures and subject to the requirements for such, together with all other applicable building codes and ordinances, unless otherwise provided for in this Code. Solar panels installed on roofs are exempt from the building height requirements. Solar panels installed on rooftops shall be located two (2) feet from the roof edge.

(2) Ground or pole mounted systems shall be limited to a height of ten (10) feet above the finished floor elevation of the principle structure.

(3) Solar energy systems shall not be located in front or side corner yards of any parcel unless the following are met: 1) the conditions of the side and back yards prohibit the installation of a system, and 2) adequate buffering along the adjacent roadway is provided and 3) the location is approved by the Director of Planning and Zoning.

(4) Solar ground and pole mounted systems may be located no closer than six (6) feet to any side lot line and ten feet to any rear lot line.

(5) Solar collectors may be co-located on communication towers, and parking lot and street light poles, in which case the height and setback requirements for said tower/pole shall apply.

(6) All new exterior electrical lines and utility wires connecting a ground or pole mounted solar system to the building it serves shall be buried underground.

(7) The City Council may allow for modification of these accessory use provisions when the solar energy system will serve buildings within a planned unit development project. The modification shall be identified in the PUD Document adopted by the ordinance granting approval to the planned unit development.

(8) Waiver. In the event any of the provisions in section 158.230 have the effect of prohibiting the installation of a solar energy system, the applicant shall have the right to apply for a waiver from these provisions to the Director of Planning and Zoning. The Director may grant a waiver upon determining that a strict application of the Code would result in prohibiting the installation of a solar energy system.

(9) Any approval of a solar energy system does not create any actual or inferred solar energy system easement against adjacent property and/or structures. The owner and/or property owner of a solar energy system shall not infer or claim any rights to protective writs to any caused shadows or operating ineffectiveness against future development adjacent to or higher than the property location of the solar energy system. The approval of any solar energy system granted by the City of Port St. Lucie shall not create any future liability or infer any vested rights to the owner and/or property owner of the solar energy system on the part of the City for any future claims against said issuance of approval of the solar energy system that result from reliance on this section or any administrative decision lawfully made thereunder.

Sec. 158.231. Pain Management Standards.

(A) **Measure of Distance.** The distance from a proposed or existing pain management clinic to another pain management clinic, pharmacy, real property comprising a residence, child care facility, public or private elementary, middle or secondary school, park, community center or public recreation facility, church or religious facility shall be a minimum of five hundred (500) feet, and shall be measured by drawing a straight line between the closest property line of the proposed or existing pain management clinic and the property line of the restricted use. In the case of a multi-use building located upon a single tract of land, the distance shall be measured by drawing a straight line between the outermost exterior wall of the unit within the multi-use building

intended for use as a pain management clinic and the outermost wall of the unit of the restricted use.

(B) **Variance from Distance Requirements.** Upon proper petition, variances from the distance requirements of this Code may be granted by the Planning and Zoning Board ~~or Zoning or Zoning Administrator of the City~~, in accordance with the provisions of section 158.297 of this Code.

Sec. 158.232. Refuse Collection and Recycling Areas.

(A) **Location and Number.** Refuse and recycling dumpsters utilized at multi-family residential complexes, commercial, industrial, office, and institutional facilities shall be located in areas that minimize public view. Gates shall not face a street, whenever possible. All uses, excluding single-family residential uses that generate refuse shall provide one or more locations for enclosed and gated refuse and recycling dumpsters even if curbside pick-up is utilized, unless indicated otherwise. Multi-family development that is less than 5 units per acre shall be exempt from providing locations for refuse and recycling dumpsters provided that the waste service provider agrees to provide curbside pick-up service.

(B) **Screening.** Refuse and recycling dumpsters shall be screened from view on all sides and shall be gated. The enclosure shall consist of a five-foot high masonry wall. Gate facing shall be constructed of a solid material with the option of using wood, metal or other "solid" material and shall have a sign attached indicating "recycle". Gate framework shall be constructed of metal. Gates may be left open only on scheduled pick up days and must be closed following pick-up.

(C) **Size.** Each dumpster enclosure shall measure at least 12-foot by 12-foot in area to accommodate refuse and recycling dumpsters. The Zoning Administrator or the Site Plan Review Committee may modify the size required for the recycling dumpster enclosure after reviewing and considering the size of the ~~building~~ site and type of use. For those properties with a P (Professional) zoning designation, a 6 foot by 12 foot recycling dumpster is permitted.

(D) **Shared Enclosures.** For site plans involving less than 10,000 square feet of gross floor area for nonresidential developments or less than 50 dwelling units, dumpster enclosures may be located along or across adjoining property lines and serve two adjacent properties. The affected property owners must enter into a recorded agreement providing for perpetual joint use and maintenance of the enclosure.

Sec. 158.233. Reasonable accommodation procedures.

(A) This section implements the policy of the City of Port St. Lucie for processing of requests for reasonable accommodation to its ordinances, rules, policies, and procedures for persons with disabilities as provided by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) ("ADA"). For purposes of this section,

a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(B) A request by an Applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the Planning and Zoning Department ("P&Z"). The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. The reasonable accommodation request form shall be substantially in the form set forth in subsection (~~j~~J).

(C) Should the information provided by the disabled individual to the City include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The City shall thereafter endeavor to provide written notice to the disabled individual, and/or their representative, of any request received by the City for disclosure of the medical information or documentation, which the disabled individual has previously requested be treated as confidential by the City. The City will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the City shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.

(D) The City Manager, or his/her designee, shall have the authority to consider and act on requests for reasonable accommodation, after notice and a hearing to receive any additional information from the applicant. When a reasonable accommodation request form has been completed and submitted to the P&Z Director, it will be referred to the City Manager, or designee, for review and consideration. The City Manager, or designee, shall issue a written determination within forty-five (45) days of the date of receipt of a completed application and may, in accordance with federal law:

(1) Grant the accommodation request;

(2) Grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request; or

(3) Deny the request, in accordance with federal law.

Any such denial shall be in writing and shall state the grounds therefor. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the requesting party (i.e., the disabled

individual or his/her representative) by certified mail, return receipt requested. If reasonably necessary to reach a determination on the request for reasonable accommodation, the City Manager, or designee, may, prior to the end of said forty-five (45) day period, request additional information from the requesting party, specifying in sufficient detail what information is required. The requesting party shall have fifteen (15) days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the forty-five (45) day period to issue a written determination shall no longer be applicable, and the City Manager, or designee, shall issue a written determination within thirty (30) days after receipt of the additional information. If the requesting party fails to provide the requested additional information with said fifteen (15) day period, the City Manager, or designee, shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the City with regard to said reasonable accommodation request shall be required.

(E) In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. Although the definition of disability is subject to judicial interpretation, for purposes of this ordinance the disabled individual must show:

(1) A physical or mental impairment which substantially limits one or more major life activities;

(2) A record of having such impairment; or

(3) That they are regarded as having such impairment.

Next, the requesting party will have to demonstrate that the proposed accommodations being sought are reasonable and necessary to afford handicapped/disabled persons equal opportunity to use and enjoy housing. The foregoing (as interpreted by the Courts) shall be the basis for a decision upon a reasonable accommodation request made by the City Manager, or designee, or by the City Council in the event of an appeal.

(F) Within thirty (30) days after the City Manager's, or designee's, determination on a reasonable accommodation request is mailed to the requesting party, such applicant may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the City Council who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than sixty (60) days after an appeal has been filed.

(G) There shall be no fee imposed by the City in connection with a request for reasonable accommodation under this section or an appeal of a determination on such

request to the City Council, and the City shall have no obligation to pay a requesting party's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.

(H) While an application for reasonable accommodation, or appeal of a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies, and procedures against the Applicant.

(I) The following general provisions shall be applicable:

(1) The City shall display a notice on the City's webpage (and shall maintain copies available for review in P&Z, the Building/Permitting Division, and the City Clerk's Office), advising the public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.

(3) The City shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing, etc., to ensure the process is accessible.

(J) Reasonable Accommodation Request Form:

(1) Name of Applicant:
Telephone Number:

(2) Address:

(3) Address of housing or other location at which accommodation is requested:

(4) Describe qualifying disability or handicap:

(5) Describe the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought:

(6) Reasons the reasonable accommodation may be necessary for the individual with disabilities to use and enjoy the housing or other service:

(7) Name, address and telephone number of representative, if applicable:

(8) Other information:

(9) Signature of disabled individual or representative, if applicable, or qualifying entity:

DRAFT

_____ Date: _____

Secs. 158.234. Reserved.

ARTICLE XII. SITE PLAN REVIEW REQUIREMENTS, PROCEDURES

Sec. 158.235. Purpose.

It is the intent and purpose of the site plan review process to ensure the proper construction of on-site and off-site improvements consistent with the rules and regulations of the City and good design principles; to ensure that the proper and necessary on-site and off-site public improvements are available to serve the development, including potable water, wastewater treatment, roads and streets, recreation facilities, drainage, and the like; to ensure the health, safety, and welfare of the general public; and to ensure that all development is constructed in a manner as to protect and maintain a sound manmade and natural environment.

Sec. 158.236. Site Plan Review Committee Established; Procedures.

(A) A Site Plan Review Committee shall be established by the City Council to review all land use proposals requiring specific site plan approval by this chapter. The voting members of the committee shall consist of the Zoning Administrator or designee, or designated project planner (staff member or urban forester), the City Engineer or designee, the Building Official or designee, a member of the Planning and Zoning Board, and the Director of Utilities Systems Department or designee, ~~and the Director of Public Works~~. Members of the committee may be represented by their chairperson. The Zoning Administrator shall be the chairperson. Nonvoting members shall consist of representatives of the police department, ~~and~~ the St. Lucie County Fire District, and St. Lucie County School District.

(B) The following general rules of procedure shall govern the Site Plan Review Committee:

(1) The committee shall hold a regular meeting at least once in each calendar month, and at any other times as the chairperson may determine, provided that no regular meeting shall be required where the committee has no site plan proposals to review.

(2) All official actions of the committee shall require an affirmative vote thereon by no less than ~~four~~ three (~~3~~4) members.

(3) A record of all official actions taken by the committee, together with the applicable site plan documents, shall be maintained within the office of the Zoning Administrator.

Sec. 158.237. Site Plan Approval Process.

The site plan approval process consists of two (2) steps. The first step consists of site plan approval and the second step consists of approvals of detail plans. The site plan review committee meets to review all site plans and detail plans, and either makes recommendations to the Planning and Zoning Board or City Council or approves the detail plans pursuant to the procedures set forth below. For any project which is tabled by the committee or Planning and Zoning Board, which requires further changes or additional information, or requires a unity of title to rezone the site prior to development, the applicant shall complete these changes within a three month period or the application is considered inactive and abandoned. A new application and fee will then be required in order to reactivate the request.

(A) For site plans involving less than fifty (50) dwelling units, or less than ten thousand (10,000) square feet of gross floor area for nonresidential developments, the following procedure is set forth for site plan review.

(1) Three (3) weeks prior to the next scheduled Site Plan Review Committee meeting, all materials required in section 158.238 shall be submitted to the Zoning Administrator.

(2) The Zoning Administrator reviews the site plan with the Site Plan Review Committee.

(3) The Site Plan Review Committee either recommends approval, approval with conditions or denial of the site plan, pursuant to subsection 158.236(B).

(4) The City Council then reviews the comments and recommendations of the site plan review committee and may take the following actions:

a. Approve the site plan with or without conditions or design modifications;

b. Deny the site plan;

c. Refer the site plan to the Planning and Zoning Board for further consideration as provided by subsections (B)(4) and (5) of this section; or

d. Refer the site plan to the Site Plan Review Committee for additional consideration.

(5) The City Council may require the submittal of additional information prior to further consideration by the Planning and Zoning Board or by the Site Plan Review Committee. If no action is taken by the City Council as provided herein, the action of the Site Plan Review Committee shall be final.

(B) For all site plans involving fifty (50) or more dwelling units, or ten thousand (10,000) square feet or more gross floor area for nonresidential developments, the following procedures are set forth for site plan review:

(1) Three (3) weeks prior to the next scheduled Site Plan Review Committee meeting, all materials in section 158.238 shall be submitted to the Zoning Administrator.

(2) The Zoning Administrator reviews the site plan with the Site Plan Review Committee.

(3) The Zoning Administrator transmits the recommendations and comments of members of the Site Plan Review Committee to the developer and to the Planning and Zoning Board.

(4) The Planning and Zoning Board reviews the plan and committee comments at a scheduled public meeting and recommends approval, approval with conditions or disapproval of the plan.

a. If the recommendation is for approval, the site plan is submitted to the City Council with a recommendation for approval.

b. If the recommendation is for approval with conditions, the conditions must be met to the satisfaction of the Zoning Administrator who then submits the plan for approval of the City Council with all comments and conditions of the Planning and Zoning Board.

c. If the recommendation is for denial, the developer may submit a new site plan to the Zoning Administrator or may proceed to the City Council with a recommendation for denial.

(5) The City Council then reviews the comments and recommendations of the Planning and Zoning Board at a scheduled public meeting, and either approves, approves with conditions, or disapproves the site plan.

(C) Minor revisions of the site plans may be reviewed and considered for approval administratively by the Zoning Administrator. The Zoning Administrator may refer the request to the Site Plan Review Committee for approval or for a recommendation to City Council for final approval. Minor revisions of site plans are revisions that do not result in any of the following:

(1) An increase of five (5) or more dwelling units.

(2) A change in the mix of dwelling units of over five (5%) percent.

(3) An increase in impervious surface area by more than five (5%) percent.

(4) An increase in nonresidential gross floor area by more than five (5%) percent.

(5) A decrease in the amount of land area devoted to recreational space or reduction in the amount and size of recreational facilities.

(6) A significant change in architectural style.

(7) An adverse environmental impact.

(8) Any change which violates a condition of site plan approval required by City Council.

(9) Changes which exceed the standards established in subsections (3) and (4) above, provided the proposed revision does not exceed five hundred (500) square feet.

Each site plan approved by the City Council may receive more than one administrative approval, provided the cumulative changes do not exceed the standards established in subsections (C)(1) through (9) above.

(D) Major revisions of site plans shall follow the procedures set forth in subsections (A) or (B) of this section whichever is applicable. Major revisions of site plans are revisions that result in any of the following:

(1) An increase of five (5) or more dwelling units.

(2) A change in the mix of dwelling units of over five (5%) percent.

(3) An increase in impervious surface area by more than five (5%) percent

(4) An increase in nonresidential floor area by more than five (5%) percent.

(5) A decrease in the amount of land area devoted to recreational space or reduction in the amount and size of recreational facilities.

(6) A significant change in architectural style.

(7) An adverse environmental impact.

(8) Any change which violates a condition of site plan approval required by City Council.

(9) Changes which exceed the standards in numbers (3) and (4) above, and which exceed five hundred (500) square feet.

(E) For site plans within a Master Planned Unit Development with a New Community Development future land use designation, the following procedure is set forth for site plan review.

(1) Three (3) weeks prior to the next scheduled site plan review committee meeting, all materials required in section 158.238 shall be submitted to the Zoning Administrator.

(2) The Zoning Administrator reviews the site plan with the site plan review committee.

(3) The site plan review committee either recommends approvals, approval with conditions or denial of the site plan, pursuant to subsection 158.236(B).

(4) The City Council then reviews the comments and recommendations of the site plan review committee and may take the following actions:

a. Approve the site plan with or without conditions or design modifications;

b. Deny the site plan;

c. Refer the site plan to the Planning and Zoning Board for further consideration as provided by subsections (B)(4) and (5) of this section; or

d. Refer the site plan to the site plan review committee for additional consideration.

(5) The City Council may require the submittal of additional information prior to further consideration by the Planning and Zoning Board or by the site plan review committee. If no action is taken by the City Council as provided herein, the action of the site plan review committee shall be final.

(F) The following development shall be exempt from the site plan approval process specified in subsections 158.237(A), (B) and (E) of this chapter:

(1) The construction of one single-family residential dwelling, including accessory structures, on a vacant, lawfully established lot.

(2) Public works projects constructed within public rights-of-way.

(3) Public stormwater management projects.

(4) Development of capital improvement projects, excluding public access buildings, listed in the adopted City of Port St. Lucie Capital Improvements Plan.

(G) The following development shall be exempt from the site plan revision process specified in subsections 158.237(C) and (D) of this chapter provided that all applicable setbacks are met and the changes are incorporated into a future major or minor revision of the site plan if applicable:

(1) Development activity on existing, previously approved developments for the sole purpose of complying with Chapter 553, Part II, Accessibility by Handicapped Persons of the Florida Statutes.

(2) Changes of use within a lawfully established building, provided there is adequate parking per section 158.221.

(3) Construction associated with the installation of emergency electric power generators or solar facilities on previously approved developments.

(4) The construction of uninhabitable accessory less than ~~2~~300 square feet in size (i.e., dumpster enclosures, sheds, awnings, etc.) on previously approved developments.

(5) The construction of fences that do not enclose vehicular parking, restrict vehicular access, enclose storage yards, or impact drainage on previously approved developments.

Sec. 158.238. Site Plan Submittals; Requirements.

An applicant seeking site plan approval shall submit the following items to the office of the Zoning Administrator at least twenty-one (21) calendar days prior to the next regularly scheduled meeting date of the site plan review committee. The format and number of copies shall be determined by the Zoning Administrator.

(A) General Project Data.

(1) Statement describing in detail the character and intended use of the development.

(2) Location map.

(3) Statements of ownership and control of the proposed development with two (2) copies of the recorded deed.

(4) Schedule of project completion, by phase.

(5) Existing zoning or zoning applied for.

(6) If the project will utilize the capacity of an existing water/sewer system, a letter from the relevant authority must be provided stating that capacity will be available for the project at project completion.

(7) Land use information:

a. Gross acreage in the project.

b. Square feet or acres devoted to the various uses.

c. Total ground coverage of building and structures.

d. Impervious surface coverage.

e. Total number of dwelling units and number of dwelling units by bedroom size.

f. Project density in dwelling units per acre.

g. Total nonresidential floor area in square feet by type of use.

(8) Parking and loading information:

a. Calculations of required parking and loading spaces, including handicapped parking spaces required.

b. Number of parking spaces/loading areas to be provided.

(9) Private common areas: If common facilities, such as recreation areas or structures, private streets, common open space, and the like, are to be provided for the development, a statement as to how common facilities area to be provided and permanently maintained. These statements shall take the form of proposed deed restrictions, deed of trust, homeowners' associations, surety arrangements, or other legal instruments providing adequate guarantee to the City that the common facilities will not become a future liability for the City.

(10) Recreation facilities;

a. Type, number and size of facilities.

b. Acreage and type of recreation areas provided.

(11) If applicable, a Hazardous Materials Management Plan is to be provided.

(B) **Site Plan Drawings.** The following information is to be provided on site plan drawings;

(1) Project name.

(2) Project developer.

(3) Project planner and his signature.

(4) Date.

(5) North arrow.

(6) Scale.

(7) Site dimensions.

(8) Topographic survey with minimum 0.5 foot contours or spot elevations including the location of wet areas and general type and locations of existing vegetation. Variations from this requirement may be made by the Zoning Administrator if warranted.

(9) Phase boundaries, if applicable.

(10) Building identification.

(11) Building dimensions.

(12) Building statistics:

a. Number of dwelling units, if residential;

b. Square feet, if nonresidential.

(13) Building height in feet and stories.

(14) Finished floor elevations.

(15) Building space:

a. Spacing between buildings;

b. Spacing between buildings and property lines;

c. Required base building setbacks from roads or streets.

(16) Parking lots and loading areas:

a. Locations;

b. Dimensions.

(17) Public and private access roads, easements, and rights-of-way where applicable, including those adjacent to the site:

a. Locations;

b. Dimensions;

(18) Plans for recreation facilities, if any:

a. Locations:

b. Dimensions;

c. Facility type.

(19) Accessory structures and special use areas, if any:

a. Locations;

b. Dimensions;

c. Types of special uses.

(20) The location and type of all facilities for solid and liquid waste disposal and water supply. Each dumpster enclosure shall be designated on the site plan and measure at least 12-foot by 12-foot in area to accommodate a refuse and a recycling dumpster. ~~A minimum of twelve (12) foot by twelve (12) foot area shall be designated for dumpster.~~ See Section 158.232 for refuse collection and recycling requirements and modifications.

(21) Conceptual drainage information which should include the direction of surface flow, a statement of drainage outfall, the approximate location of all drainage retention areas and major drainage improvements.

(22) The location, type, and standards to be used in construction of any transportation improvements on public or dedicated rights-of-way such as left turn lanes, deceleration lanes, and traffic control devices.

(23) Proposed lot lines, if applicable.

(24) Surrounding land use and zoning.

(25) Landscape:

a. Location and details of all required landscaping.

b. Location and general characteristics of other landscaped areas.

c. Screens and buffers.

(26) Architectural plans ~~consisting of renderings of buildings or elevations~~ consistent with the "Citywide Design Standards" manual. Applicants shall submit building elevations and color renderings of exterior elevations that include facade articulation and roof design. Required architectural elements shall be listed and identified on exterior elevation drawings as well proposed colors from approved color chart.

(27) Fire protection plans including all hydrant locations within one thousand (1,000) feet.

(28) Overlay zoning design drawings (applicable only to designated areas) consistent with overlay zoning design standards~~, adopted by reference and contained in the "City of Port St. Lucie Design Standards" manual. Applicants shall submit exterior elevations, facade articulation, roof treatments, lighting and sign plan in conformance with said manual~~.

(29) Location, area, and type of habitat proposed to be included in preserve areas.

(30) Location, area, and type of habitat of all wetlands as determined by the SFWMD or ACOE.

(31) Location of proposed or existing public water supply wells within one thousand (1,000) feet of the site and the location of any wellfield protection zones within two hundred (200) feet of the site.

(32) Location, amount, type of materials which are regulated as hazardous materials.

(33) Other information as may be deemed necessary by the Zoning Administrator.

(C) **Electronic copies of all documents shall to be provided**. ~~**Media Preparation; How Provided.** Approved site plan, paving and drainage, and utility drawings, prepared using Computer Aided Design Drafting (CADD) systems, on three and one-half-inch diskette media in Autocad Release 14 compatible format shall be provided within ten (10) days of final approval.~~

Sec. 158.239. Detail Plan Approval.

After site plan approval either by the site plan review committee or by City Council, detail plans shall be submitted for approval by the site plan review committee. At the applicant's option, the final detail plans may be submitted for review concurrent with the site plan.

(A) The following detail plan approvals are required prior to the commencement of any development:

(1) Drainage construction plans, specifications, and calculations.

(2) Paving and road construction plans and specifications.

(3) Utility construction plans and water and sewer.

(4) Clearing plans.

(5) Grading and excavation plans.

(6) Plans for all signs.

(7) Final landscaping plan.

(B) Detail plans may be approved, approved with conditions or denied by the site plan review committee, pursuant to subsection 158.237(A).

(C) Appeal of a decision of the site plan review committee shall be to the City Council in accordance with the provisions for appeal set forth within this chapter.

Sec. 158.240. Site Plan Review Fees.

No application for site plan review shall be accepted by the Zoning Administrator unless it is accompanied by a filing fee in the amount established by the City Council to cover the cost of site plan review and processing. The Zoning Administrator may, if in his/her opinion it is necessary, retain consultants to assist in the review of an application for site plan approval. The Zoning Administrator shall use this authority in order to implement requirements for impact review or assessment required in the Comprehensive Plan or in other City Codes or regulations. The Zoning Administrator may also utilize a consultant to resolve technical differences between the applicant and City staff. The cost of retaining the consultants shall be borne by the applicant and the fee shall be submitted to the Zoning Administrator prior to any further action by the City.

Sec. 158.241. Site Plan and Related Graphic Materials to be Prepared by Qualified Professional Persons or Firms.

All plans, maps, and other graphic materials relating to the project site and design elements shall be prepared by a registered surveyor, registered State engineer, architect, land planner, or landscape architect as may be appropriate to the particular item.

Sec. 158.242. Compliance With Approved Site Plan Before Permits are Issued.

No development permit for construction shall be issued until and unless the proposed construction is found to be in full compliance with an approved site plan. No certificate of occupancy shall be issued until and unless the Zoning Administrator and City Engineer have inspected the site for full compliance with the approved site plan and have determined in writing to the City building official that all requirements, conditions, and specifications contained in the approved plan have been met.

Sec. 158.243. Site Plan Review or Special Exception Uses to be Coordinated With Planning and Zoning Board.

Any site plan review of a special exception use requiring the approval of the City Council shall be coordinated with the Planning and Zoning Board, and the review shall comply fully with all conditions, stipulations, and safeguards imposed by the City Council within its approval action.

Sec. 158.244. Site Plan Approval Termination.

Site plan approval shall terminate three (3) years from approval by the City Council. ~~Any~~ Minor revisions to an approved site plan shall not extend the approval date. If a

building permit is not issued before the termination date, a new site plan shall be submitted consistent with section 158.237.

Sec. 158.245. Site Plan Approval Extension.

An applicant may request an extension to an approved site plan by filing the request in writing to the Zoning Administrator prior to the expiration date of the approved site plan. Failure to apply for an extension prior to the expiration date shall cause the site plan approval to expire without notice on the expiration date. If the request is timely filed, the plan shall remain valid until the request for an extension is acted upon by the City Council; provided, however, that after the initial plan or extension expiration date, no building permit shall be approved until the request for an extension of plan approval is acted upon by the City Council.

All applications for extensions to development timetables must include specific reason(s) why the authorized timetable deadline cannot be met. The request for an extension shall be reviewed by staff to ensure that the proposed extension is in compliance with the current comprehensive plan, Land Development Regulations, and other city requirements. Each extension shall be limited to a maximum period of two (2) years and shall not exceed 4 years in total.

Sec. 158.245~~5~~6. Post Disaster Redevelopment Site Plan Approvals.

In the event of a disaster, and to expedite redevelopment, the City Council may designate a particular area of the City for which site plan approvals may be reviewed and approved administratively by the site plan review committee without Planning and Zoning Board or City Council authorization. For such an event, the Zoning Administrator will prepare and present a map and recommendation which outlines a proposed boundary for approval by the City Council. At a public hearing, the City Council shall have authority to take one (1) of the following actions regarding the proposal:

(A) Accept or modify the proposed boundary and authorize such administrative site plan approvals for a specified period of time. The City Council may also establish such procedures only for a designated project size if determined this is in the best interest of the City.

(B) Reject the proposal and direct staff to study the area with the intent of forming a redevelopment plan and associated Comprehensive Plan land use changes to limit infrastructure and development within such designated high hazard area. In this case, the City Council should establish a development moratorium for a designated period of time within a particular area while development plans are designed.

(C) Authorize a combination of (A) and (B) as noted above.

(D) Reject the proposed boundary and require existing procedures to be followed.

Secs. 158.246—158.254. Reserved.

ARTICLE XIII. - SPECIAL EXCEPTIONS

Sec. 158.255. Intent.

Certain land uses, due to their unique functional characteristics and the potentiality for their incompatibility with adjoining land uses, require special consideration on an individual basis of their suitability for location and development within particular zoning districts. These uses have been designated as special exception uses within appropriate zoning district classifications set forth in sections 158.060 through 158.183. It is the intent of this chapter that these uses may be permitted within the zoning district classifications only after affirmative findings that they can be developed at particular locations in a compatible manner.

Sec. 158.256. Application for Special Exception.

(A) Application Limitations.

(1) No application for special exception shall be accepted for filing if all or any portion of the land which is the subject of the application was part of a previous application meeting any of the following conditions:

a. An application denied by the City Council for the same special exception within the previous 12-month period;

b. An application allowed to be withdrawn by the City Council within the previous 12-month period and relating to the same special exception.

(2) The time limits set forth above may be waived by the Planning and Zoning Board when the action is deemed necessary to prevent injustice or to facilitate the proper development of the City.

(B) **Application Requirements.** Application for a special exception use shall be filed with the Zoning Administrator and shall include all necessary information and drawings as may be required to clearly describe the nature and extent of the special exception sought. The applicant shall be required to pay a fee as may be established to defray processing costs relating to the review and hearing of the application. An application shall be accepted only for a special exception use which is permissible within the zoning district classification applying to the subject property. .

Sec. 158.257. Public Hearings Required.

The Planning and Zoning Board shall review the application to determine the suitability for development of the proposed use at the subject location and shall hold a public hearing upon the merits of the application. Following the hearing, the Planning and Zoning Board shall submit its recommendation upon the application to the City Council, and the recommendation shall be entered into official record of the application and shall be considered by the City Council prior to the taking of official action upon the application. Prior to its action upon the application, the City Council shall hold a public hearing thereon.

Sec. 158.258. Notice of Hearing

(A) The notice of hearings shall be published at least seven (7) days prior to the dates set for hearings by the Planning and Zoning Board and the City Council. The notice shall be published in a newspaper of general circulation within the City. The notice shall include the date, time, place, and location of hearing, and shall include a description of the proposed special exception and the subject property involved. ~~In addition to the required notice as heretofore set forth, other methods of notification may be utilized by the City at its option. These methods may include but not be limited to mail notification to owners of property adjacent to property proposed for a special exception use and the posting of notice upon property proposed for a special exception use. The Zoning Administrator is authorized to post any notice upon property proposed for a special exception use, and it shall be unlawful for any person to remove or tamper with the notice during the time period as may be established for the maintenance of the notice.~~

(B) In addition to required notices as heretofore set forth, other methods of notification may be utilized by the City at its option. These methods may include, but not be limited to, mail notification to owners of property within a maximum of 750 feet to property forming the subject of the public hearing, whose address is known by reference to the latest ad valorem tax record. The notice shall set a time and place for the public hearing. The notice shall be given at least ten (10) days prior to the date set for the public hearing and a copy of the notice shall be kept available for public inspection during regular business hours. Notice may be posted upon the property which is the subject of the public hearing. The Zoning Administrator is authorized to post any notice upon property that is the subject of the public hearing, and it shall be unlawful for any person to remove or tamper with that notice during the time period as may be established for the maintenance of the notice.

Sec. 158.259. Conduct of Hearings.

Any interested persons shall have the right to submit oral or written testimony at the hearings. All testimonies and exhibits submitted at the hearing, including the application, shall be incorporated into the application file and shall be considered a part of the record on the application. Evidence which is immaterial, irrelevant, or unduly repetitious may be excluded. The hearings may be continued from time to time to dates established by public announcement at the hearings and shall be the earliest practical date for resumption of the hearings.

Sec. 158.260. Requirements and Approval.

Special exceptions are uses that would only be allowed under certain conditions and are reviewed to be compatible with the existing neighborhood. It is expected that any such approval be implemented in a timely manner to ensure the use is established under the physical conditions of the area in place when approved. Therefore, Special Exception Uses shall expire after one (1) year on the date of approval unless the applicant has received final site plan approval, or if a site plan is not required, the appropriate permits to allow development of the use to continue as approved.

Approval of a special exception application shall be granted by the City Council only upon a finding that:

(A) Adequate ingress and egress may be obtained to and from the property, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or other emergency.

(B) Adequate off-street parking, loading areas, and adequate stacking may be provided, without creating undue noise, glare, odor, or other detrimental effects upon adjoining properties.

(C) Adequate and properly located utilities are available or may be reasonably provided to serve the proposed development.

(D) Adequate screening or buffering. Additional buffering beyond that which is required by the code may be required in order to protect and provide compatibility with adjoining properties.

(E) Signs, if any, and proposed exterior lighting will be so designed and arranged so as to promote traffic safety and to eliminate or minimize any undue glare, incompatibility, or disharmony with adjoining properties. Light shields or other screening devices may be required.

(F) Yards and open spaces will be adequate to properly serve the proposed development and to ensure compatibility with adjoining properties.

(G) The use as proposed will be a in conformance with all stated provisions and requirements of this chapter.

(H) Establishment and operation of the proposed use upon the particular property involved will not impair the health, safety, welfare, or convenience of residents and workers in the City.

(I) The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use the facility, or because of the hours of operation, or because of vehicular movement, noise, fume generation, or type of physical activity. The City may require certain uses such as car washes, gas stations, and other potential noise generating uses submit a noise impact analysis prepared by a qualified professional.

(J) The use as proposed for development will be compatible with the existing or permitted uses of adjacent property. The proximity or separation and potential impact of the proposed use (including size and height of buildings, access location, light and noise) on nearby property will be considered in the submittal and analysis of the request. The City may request project design changes, changes to the proposed use to mitigate the impacts upon adjacent properties and the neighborhood. To minimize exposure to excessive noise, the City may require noise control features, limit hours of operation, and other mitigation methods.

(K) As an alternative to reducing the scale and/or magnitude of the project as stipulated in criteria (J) above, the City may deny the request for the proposed use if the use is considered incompatible, too intensive or intrusive upon the nearby area and would result in excessive disturbance or nuisance from the use altering the character of neighborhood.

(L) Development and operation of the proposed use will be in full compliance with any additional conditions and safeguards which the City Council may prescribe, including but not limited to reasonable time limit within which the action for which special approval is requested shall be begun or completed or both.

Sec. 158.261. Action of City Council.

The decision of the City Council may be to approve, approve with additional conditions and safeguards, or deny any application for special exception use. This decision shall be rendered within sixty (60) calendar days following the public hearing by the Planning and Zoning Board and shall be determined by a majority vote of a constituted quorum of the City Council. All decisions of the City Council shall be made in open session and the resolution embodying the decision approving, approving with additional conditions and safeguards, or denying any application shall not be valid unless it is incorporated into the minutes of the meeting at which the action is taken. A record of all actions of the City Council on special exception uses shall be maintained within the office of the Zoning Administrator.

Sec. 158.262. Compliance with Conditions before Permits are Issued.

No development order for construction shall be issued until and unless any proposed construction is found to be a in full compliance with the approval action of the City Council, including any additional conditions and safeguards incorporated therein. No certificate of occupancy shall be issued until the Zoning Administrator and City Engineer have inspected the site for compliance with the approval action of the City Council and have determined in writing to the City Building Official that all requirements, conditions, and specifications embodied within the approval action have been met.

Secs. 158.263—158.274. Reserved

ARTICLE XIV. NONCONFORMING USES

Sec. 158.275. Intent.

Within the districts established by this chapter or amendments hereto which may later be adopted, there may exist: Land parcels; structures; uses; or characteristics of uses which were lawful before this chapter was enacted or amended, but which would be prohibited, regulated, or restricted by this chapter as enacted or amended. It is the intent of this chapter to permit those nonconformities to continue until they are voluntarily removed or removed as required by this chapter, but not to promote or encourage their survival. It is further the intent of this chapter that nonconformities shall not be enlarged

upon, expanded, intensified, extended, or be used as grounds for adding other structures or uses prohibited elsewhere in the same district.

Sec. 158.276. Nonconforming Use Constituting a Nuisance.

Irrespective of other provisions of this chapter, a nonconforming use shall not be continued if, by reason of odors, noxious fumes, smoke, noise or otherwise, it becomes a nuisance to residents of adjoining lands.

Sec. 158.277. Construction Begun Prior to Establishment of Nonconformity by Law.

To avoid undue hardship, nothing in this chapter shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun prior to the effective date of enactment or amendment of this chapter and upon which actual construction has been carried on diligently. Actual construction is hereby defined to include the placing of construction materials in permanent position and the fastening thereof in a permanent position and the fastening thereof in a permanent manner. Where excavation or demolition or removal of an existing building has been substantially begun preparatory to rebuilding, the excavation, demolition, or removal shall be deemed to be actual construction, provided that work shall be carried on diligently until the completion of the new construction involved.

Sec. 158.278. Nonconforming Adjoining Lots of Record Within Same Ownership.

(A) If two (2) or more lots of record, portions of lots of record, or any combination thereof, within the same ownership and having continuous frontage on the same street are of record as of the effective date of enactment or a relevant amendment of this chapter, and if all or part of those lots, portions of lots, or combinations thereof do not meet the applicable area or width requirements of this chapter, those lots, portions of lots, or combination thereof shall be subject to the following provisions:

(1) Where those lots, portions of lots, or combination thereof are occupied by one (1) or more structures or uses, the Zoning Administrator shall determine and establish the effective allocation of the total land parcel to the structures or uses in a manner as to provide for the maximum degree of compliance with all applicable requirements of this chapter, and allocation shall thereafter constitute the land to be utilized for the existing individual structures or uses in the administration and enforcement of this chapter.

(2) Where those lots, portions of lots, or combinations thereof are vacant, the lands involved shall be considered to be an undivided parcel for the purpose of this chapter, and no portion of that parcel shall be used or transferred in ownership so as to diminish the degree of compliance with the applicable area or width requirements of this chapter; nor shall any division of any parcel by made which creates a land parcel having an area or width not meeting the applicable requirements of this chapter.

(B) In the administration and enforcement of the provisions of this section, burden of proof relating ownership as of the effective date of enactment or relevant amendment of this chapter shall lie with the owner of the affected property. Where a violation of the provisions of this section is found to exist, irrespective of the elapsed time period following the date of the violation, no development permit of any type shall be issued by the city for the entirety or any portion of the affected property while the violation continues to exist, and the remedies therefor shall lie solely among the affected property owners or their successors in title.

Sec. 158.279. Enlargement or Extension of Nonconforming Use or Characteristic of Use Prohibited.

A nonconforming use shall not be enlarged upon, extended, intensified, expanded, or moved so as to utilize any other portion of the lot or parcel it occupies; nor shall any nonconforming characteristic of use be changed so as to increase the degree of nonconformity with the applicable requirements of this chapter.

Sec. 158.280. Limitations on Alterations, Additions, or Repairs Where Nonconformity Exists.

A building or structure constituted in a nonconforming manner or devoted to a nonconforming use shall not be altered in any manner. Repairs shall be only those reasonably required to maintain any building or structure in a usable condition or to conform with the applicable Codes of the City.

Sec. 158.281. Discontinuance or Change of Nonconforming Use.

Whenever a nonconforming use of land or a nonconforming use of a building or structure ceases for any reason (except where governmental action impedes access to the premises) for a period of six (6) months or more, these nonconforming uses shall not thereafter be reestablished and the subsequent use shall conform to the requirements of this chapter. However, if prior to the expiration of the six-month period, proper application is made to the City Council for change to another nonconforming use of the same character, or to a more restricted but nonconforming use, a change to another nonconforming use may be permitted, subject to the following provisions:

(A) The City Council shall find that the proposed use is equally or more appropriate to the district than the existing or discontinued nonconforming use and that any adverse effects upon neighboring properties and residents will not be greater than those created by the existing or discontinued nonconforming use.

(B) In approving any change, the City Council shall be authorized to impose appropriate conditions and safeguards in accordance with the intent and purpose of this chapter.

Sec. 158.282. Removal or Destruction of Structures Which Contain Nonconforming Use.

When any building or structure having nonconforming status or containing a nonconforming use is removed from the premises, is destructed, or is otherwise destroyed to an extent equal to or exceeding fifty (50%) percent of the replacement cost the nonconforming status applying to that building, structure, or premises shall cease, and both the use of the premises and any building or structure erected or maintained thereon shall conform in all respects to the regulations and requirements of this chapter.

Sec. 158.283. Change in Ownership or Tenancy Does Not Affect Nonconforming Status.

There may be a change in ownership, tenancy, or management of land, buildings, or structures involving nonconformities, provided that all provisions and requirements of this subchapter shall apply fully without respect to any change of ownership, tenancy, or management.

Sec. 158.284. Casual, Temporary, or Illegal Use of Land or Structures.

The casual, temporary, or illegal use of land or buildings or structures shall not be sufficient to establish the existence of a nonconforming use or to create rights in the continuance of that use.

Sec. 158.285. Existence of Nonconformity not to Constitute Grounds for Establishment of Additional Nonconformities.

The existence of a nonconforming land parcel, building, structure, use, or characteristic of use shall not constitute grounds for the obtainment of a variance to establish additional nonconformities, either within the same zoning district or within a zoning district applying elsewhere in the City.

Sec. 158.286. Nonconformity Other Than Use.

The foregoing provisions of this subchapter are intended to apply to nonconforming uses and lots and not intended to apply to nonconforming buildings and structures existing at the effective date of this chapter which do not meet the regulations of this chapter for building coverage, living area, yard requirements, or other similar dimensional requirements. Any additions, extensions, or alterations to such existing buildings or structures shall comply with applicable provisions of this chapter.

Secs. 158.287—158.294. Reserved.

ARTICLE XV. VARIANCES

Sec. 158.295. Planning and Zoning Board or Zoning Administrator (Director of Planning and Zoning) to hear Variances; Powers and Duties of Board and Zoning Administrator.

(A) The Planning and Zoning Board or Zoning Administrator shall hear and consider requests for variances from the provisions of this chapter.

(1) The Zoning Administrator has the authority to hear and decide the following administrative variances:

(2) Variances of less than thirty-six (36) inches (three (3) feet) to height and front, rear and side yard setbacks for existing structures. Such an administrative variance does not permit reconstruction of a destroyed structure.

(3) Variances of less than thirty-six (36) inches (three (3) feet) to front, rear and side yard setbacks for existing accessory structures. Such an administrative variance does not permit reconstruction of a destroyed accessory structure.

a. Variances of six (6) inches or less to height restrictions and front, rear and side yard setbacks for existing main~~,~~ or accessory structures shall be approved at the discretion of the Zoning Administrator without formal application <u>and shall not be subject to public notification requirements</u>.

(4) The Planning and Zoning Board is authorized to hear and decide all other variances; including any referred to it pursuant to subsection 158.298(D).

(B) Duties of the Zoning Administrator and Planning and Zoning Board in authorizing a variance. The Planning and Zoning Board and Zoning Administrator may authorize the variance from the provisions of this chapter as will not be contrary to the public interest when, owing to special conditions, a literal enforcement of the provisions will result in unnecessary and undue hardship. In order to authorize any variance from the terms of this chapter, the Planning and Zoning Board or Zoning Administrator should consider:

(1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.

(2) That the special conditions and circumstances do not result from any action of the applicant.

(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures, in the same zoning district.

(4) That literal interpretation of the provisions of the chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the chapter and would work unnecessary and undue hardship on the applicant.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

(6) That the granting of the variance will be in harmony with the general intent and purpose of the chapter and that the variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

(7) That there will be full compliance with any additional conditions and safeguards which the Planning and Zoning Board or Zoning Administrator may prescribe, including but not limited to reasonable time limits within which the action for which variance is required shall be begun or completed, or both.

~~(C) Before making his/her decision on a request for an administrative variance, the Zoning Administrator shall notify adjacent property owners within three hundred (300) feet of the site in question. If a written objection is received from adjacent property owners within thirty (30) days of the notice, then the variance shall be heard by the Planning and Zoning Board. In addition, the Zoning Administrator, at his/her discretion, may forward any variance request to the Planning and Zoning Board for final action.~~

Sec. 158.296. Allowable Variances; Use Variances Prohibited.

(A) A variance is authorized only for height, area, and size of structure, yard size, building setback, lot size requirements, and other applicable development regulations, excluding use.

(B) In its consideration of a request for variance, the Planning and Zoning Board or the Zoning Administrator shall not utilize the existence of nonconforming use of neighboring lands, structures, or buildings in the same or adjacent zoning districts as grounds for the granting of a request for variance, nor shall the Planning and Zoning Board or the Zoning Administrator utilize any permitted use of lands, structures, or buildings within the same or adjacent zoning districts as a basis for approval.

(C) No variance or approval of use shall be granted so as to permit a use not specified as a permitted use or permissible as a special exception use within this chapter for the particular zoning district involved.

Sec. 158.297. Application for Variance.

(A) Application Limitations.

(1) No application for a variance shall be accepted for filing if all or any portion of the land which is the subject of the application was part of a previous application meeting any of the following conditions:

a. An application denied by the Planning and Zoning Board or by the Zoning Administrator for the same variance within the previous 12-

month period, where the applicable circumstances relating to the variance have not changed;

b. An application allowed to be withdrawn by the Planning and Zoning Board or by the Zoning Administrator within the previous 12-month period and relating to the same variance, where the applicable circumstances relating to the variance have not changed.

(2) The time limits set forth above may be waived by the Planning and Zoning Board or by the Zoning Administrator when the action is necessary to prevent injustice or to facilitate the proper development of the city.

(B) **Application Requirements.** Application for all variances shall be filed with the Zoning Administrator upon a standard form as may be provided therefore and shall include all necessary information and drawings as may be required to clearly describe the nature and extent of the variance sought. The applicant shall be required to pay any fee as may be established to defray processing costs relative to the review and hearing of the application.

Sec. 158.298. Public Hearing.

(A) **Hearing Required.** Before making its decision on a request for variance, the Planning and Zoning Board shall hold a public hearing thereon.

(B) **Notification Requirements.** The following notification procedures shall be utilized with respect to appeals, and requests for variances:

(1) Requests for variances filed in proper form shall be numbered serially, docketed, and placed upon the agenda of the Planning and Zoning Board. Having thus been established, the agenda of the Planning and Zoning Board shall be posted as soon as practical upon a public notice board normally utilized for such notice within the offices of the City.

(2) Notice of public hearings shall be published at least seven (7) days prior to the hearings, in a newspaper of general circulation in the City. The notice shall include the dates, times, places, and locations of hearing, and shall contain a description of the relief or action sought and the subject property.

(3) In addition to the required notices heretofore set forth, other methods of notification may be utilized by the Planning and Zoning Board at its option. These methods may include, but not be limited to, mail notification to owners of property within a maximum of 750 ~~three hundred (300)~~ feet to property forming the subject of the public hearing, whose address is known by reference to the latest ad valorem tax record. The notice shall set a time and place for the public hearing. The notice shall be given at least ten (10) days prior to the date set for the public hearing and a copy of the notice shall be kept available for public inspection during regular business hours. ~~and~~ ~~n~~Notice may be posted upon the property which is the subject of the public hearing. The Zoning Administrator is authorized to post any notice

upon property, and it shall be unlawful for any person to remove or tamper with that notice during the time period as may be established for the maintenance of the notice.

(C) **Conduct of Hearings.** Any interested person shall have the right to submit oral or written testimony at the hearings. All testimony and exhibits submitted at the hearing, including the request for variance, shall be incorporated into the application file and shall be considered a part of the record on the application. Evidence which is immaterial, irrelevant, or unduly repetitious may be excluded. The hearings may be adjourned from time to time to dates established by public announcement at those hearings and shall be the earliest practical date for resumption of the hearings.

(D) **Notification.** Before making his/her decision on a request for an administrative variance, the Zoning Administrator shall notify adjacent property owners within 750 ~~three hundred (300)~~ feet of the site in question. If a written objection is received from adjacent property owners within thirty (30) days of the notice, then the variance shall be heard and decided by the Planning and Zoning Board. In addition, the Zoning Administrator, at his/her discretion, may forward any variance request to the Planning and Zoning Board for final action.

Sec. 158.299. Requirement for Decision by Planning and Zoning Board.

A decision by the Planning and Zoning Board with respect to a request for a variance shall be rendered within sixty (60) days following the close of the public hearing thereon. A vote of approval by five (5) members of the established Planning and Zoning Board is required to grant a variance from this chapter. All decisions of the Planning and Zoning Board shall be made in open session and the action embodying the decision approving, denying, or dismissing any application shall not be valid unless it is incorporated into the minutes of the meeting at which the action is taken. A decision of the Zoning Administrator with respect to an administrative variance shall be rendered within thirty (30) days following expiration of the time period which adjacent property owners had to object. A record of all actions taken by the Planning and Zoning Board and by the Zoning Administrator shall be maintained within the office of the Zoning Administrator.

Sec. 158.300. Action Contrary to Administrative Decision Prohibited.

It shall be unlawful for an appellant or petitioner to proceed with any action which has been disapproved or denied by the Planning and Zoning Board or by the Zoning Administrator and it shall be equally unlawful for an appellant or petitioner to proceed with any action contrary to that specifically approved by the Planning and Zoning Board or by the Zoning Administrator, including any conditions and safeguards which the Planning and Zoning Board or the Zoning Administrator may have imposed.

Sec. 158.301. Application for Reconsideration or Rehearing.

An application for the reconsideration or rehearing of a petition may be made in the same manner as provided for an original consideration or hearing. However, no appeal or petition requesting the same relief or approval for the same property shall be accepted

by the Planning and Zoning Board or by the Zoning Administrator for reconsideration or rehearing for a period of twelve (12) months following the date of any action taken by the Planning and Zoning Board or by the Zoning Administrator in the matter if, from the record, it shall appear that there has been no substantial change in facts, evidence, or conditions.

Sec. 158.302. Appeal from Decision.

A decision of the Planning and Zoning Board or the Zoning Administrator to deny or approve a request for a variance may be appealed by an affected party with standing to the Board of Zoning Appeals within fifteen (15) days of the date of the Planning and Zoning Board's or the Zoning Administrator's decision; provided, that written notice of the appeal shall be filed with the City clerk within that period of time. Decisions by the Board of Zoning Appeals, or unappealed decisions by the Planning and Zoning Board or Zoning Administrator, shall be considered final.

Secs. 158.303—158.314. Reserved.

ARTICLE XVI. AMENDMENT AND REZONING PROCEDURES

Sec. 158.315. Intent.

This chapter, including the zoning map, may from time to time be amended by the City Council. Before enacting any amendment, the City Council shall give public notice and public hearings shall be held as set forth by this subchapter.

Sec. 158.316. Application for Amendment.

(A) **Form.** Application for amendment may be in the form of a proposal for amendment of the text of this chapter or a proposal for amendment of the zoning map. A proposed map change may be for a zoning district classification considered to be either more or less restrictive than the zoning district currently applied. Proposed map changes for single family lots located in designated areas along Port St. Lucie Boulevard, Gatlin Boulevard, Paar Drive, Bayshore Boulevard, Biltmore Street, Macedo Boulevard, Prima Vista Boulevard, St. James Drive, and Lennard Road are subject to the requirements contained in the "City of Port St. Lucie Land Use Conversion Manual" located in Appendix "B".

(B) **Application Limitations.**

(1) No application for amendment of the zoning map shall be accepted for filing if all or any portion of the land which is the subject of the application was part of a previous application meeting any of the following conditions:

a. An application denied by the City Council for the same rezoning within the previous 12-month period;

b. An application denied by the City Council for any other type of rezoning within the previous six-month period;

c. An application allowed to be withdrawn by the City Council within the previous six-month period.

(2) The time limits set forth above may be waived by the City Council when action is deemed necessary to prevent injustice or to facilitate the proper development of the City.

(C) **Eligible Applicants.**

(1) **Text Amendment.** Proposals for the amendment of the text of this chapter may be made by the City Council, the Planning and Zoning Board, other departments and agencies of the City, other governmental agencies having jurisdiction within the City, residents of the City, and other persons and organizations having a demonstrated concern or financial interest relative to development or improvement of the City.

(2) **Map Amendment.** Proposals for the amendment of the zoning map may be made by the City Council, the Planning and Zoning Board, other departments and agencies of the City, and owners (including authorized agents and attorneys therefor) of real property within the City. Proposals made by owners of real property shall require petition by owners of no less than fifty-one (51%) percent of the land area involved in the proposed change.

(D) **Application Requirements.**

(1) **Forms.** An application for amendment shall be made by use of standard forms as may be provided therefore by the Zoning Administrator, and shall conform to all requirements set forth therein or as otherwise necessary for proper review and consideration of the proposal. An application for amendment shall be signed by the applicant, shall state his name and address, and shall be verified under oath by the applicant.

(2) **Text Amendment.** An application for a text amendment shall set forth the new text proposed to be added or the existing text proposed to be deleted, together with a statement substantiating the need and justification for the amendment relative to the development or improvement of the City.

(3) **Map Amendment.** An application for a map amendment shall include the following information:

a. The street addresses of the land proposed to be reclassified or, if none, the location with respect to the nearby public roads in use.

b. A full and accurate legal description of the land proposed to be reclassified, utilizing the most appropriate of the following methods:

1. Description by metes and bounds, utilizing bearings and distances.

2. Description by reference to section, township, and range.

3. Description by reference to lot, block, subdivision name, and plat book and page numbers, relative to a subdivision plat recorded in the land records of the County.

c. The current zoning district classifications and the classification proposed for the land.

d. The area of the land proposed to be reclassified, stated in square feet if less than one (1) acre, and in acres if one (1) acre or more.

e. The names and addresses of the owners of the land.

f. A statement substantiating the need and justification for the reclassification relative to the development or improvement of the City.

g. Any additional data or information deemed reasonably necessary by the City or by the applicant for proper review and consideration of the proposal.

(4) **Filing Fee.** No application for amendment shall be accepted by the Zoning Administrator unless it is accompanied by a filing fee in the amount established by the City Council to cover the expenses of handling the amendment application, providing public notice, taking an official record at public hearings, and for other purposes. No fees shall be refunded except as expressly authorized by the City Council.

Sec. 158.317. Planning and Zoning Board to Hold Public Hearings and Submit Recommendation.

Each application for amendment of the text of this chapter or the zoning map shall be submitted to the Planning and Zoning Board. The Planning and Zoning Board shall hold a public hearing on each application for amendment of the zoning text or application for rezoning of real property. The Planning and Zoning Board shall submit its recommendation, the Planning and Zoning Board shall include a statement as to the consistency of the application proposal with the Comprehensive Plan, or any element or portion thereof. The recommendation of the Planning and Zoning Board shall be entered into the official record of the petition and shall be considered by the City Council prior to the taking of official action upon the application. ~~A vote of four-fifths (4/5) of the established City Council shall be required to override a recommendation pertaining to a rezoning of real property.~~

Sec. 158.318. Notice Requirements for Public Hearing.

(A) Notice of the hearing shall be published one (1) time in a newspaper of general circulation within the City at least ten (10) days prior to the date of the hearing. The notice

shall include the date, time, and place of hearing, a description of the rezoning action sought, and any other information as may be desirable or required by law.

(B) In cases which involve the rezoning of private real property composing less than five (5%) percent of the total land area of the City, the Zoning Administrator shall notify each real property owner whose land the City plans to rezone and the owner of real property located within 750 ~~three hundred (300)~~ feet of the proposed rezoning, whose address is known by reference to the latest ad valorem tax record. The notice shall state the substance of the proposed rezoning and shall set a time and place for the public hearing. The notice shall be given at least ten (10) days prior to the date set for the public hearing and a copy of the notice shall be kept available for public inspection during regular business hours.

(C) In addition to required notices of proposed amendments as heretofore set forth, other methods of notification may be utilized by the Planning and Zoning Board at its option. ~~The methods may include but not be limited to mail notification to owners of property adjacent to property proposed for rezoning and the posting of notice upon property proposed for rezoning.~~ Notice may be posted upon the property which is the subject of the public hearing. The Zoning Administrator is authorized to post any notice upon property proposed for rezoning, and it shall be unlawful for any person to remove or tamper with that notice during the time period as may be established for the maintenance of the notice.

(D) Any interested person shall have the right to submit oral or written testimony at the hearings. All testimonies and exhibits submitted at the hearing, including the application, shall be incorporated into the application file and shall be considered a part of the record on the application. Evidence which is immaterial, irrelevant, or unduly repetitious may be excluded. The hearings may be adjourned from time to time to dates established by public announcement at those hearings and shall be the earliest practical date for resumption of the hearings.

Sec. 158.319. Public Hearing and Notice Requirements for City Council.

(A) **Application for Amendment of the Zoning Text.** The City Council shall hold one (1) or more public hearings upon an application for the amendment of the text of the chapter. Notice of the hearing shall be published in a newspaper of general circulation in the City at least seven (7) days prior to the initial hearing. The notice shall include a summary description of the proposed text amendment, but need not include the full text of the proposed amendment.

(B) **Application for Rezoning of Private Real Property.** The City Council shall hold one (1) or more public hearings upon an application for the rezoning of private real property. Notice of the hearing shall be published in a newspaper of general circulation in the City at least seven (7) days prior to the initial hearing. The notice shall include the date, time, and place of hearing, a description of the rezoning action sought, and any other information as may be desirable or required by law.

(1) In cases in which the proposed rezoning involves less than five (5%) percent of the total land area of the City, the City Council shall hold a public hearing on the proposed ordinance and may, upon the conclusion of the hearing, immediately adopt the ordinance.

(2) In cases in which the proposed ordinance deals with more than five (5%) percent of the total land area of the municipality, the City Council shall provide for public notice and hearings as follows:

a. The City Council shall hold two (2) advertised public hearings on the proposed ordinance. Both hearings shall be held after 5:00 p.m. on a weekday, and the first shall be held approximately seven (7) days after the day that the first advertisement is published. The second hearing shall be held approximately two (2) weeks after the first hearing and shall be advertised approximately five (5) days prior to the public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

b. The required advertisements shall be not less than one-fourths-page in a standard size or a tabloid size newspaper, and the headline in the advertisement shall be in a type no smaller than 18-point. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall be published in a newspaper of general paid circulation in the municipality and of general interest and readership in the community, not one (1) of limited subject matter. Whenever possible, the advertisement shall appear in a newspaper that is published at least five (5) days a week unless the only newspaper in the City is published less than five (5) days a week. The advertisement shall be in the following form:

NOTICE OF ZONING CHANGE

The City Council of Port St. Lucie, Florida is considering a proposal to rezone the land within the area shown in the map in this advertisement.

A public hearing on the proposal will be held by the City Council (Planning and Zoning Board) on (date and time) at (meeting place).

c. The notice shall also contain a geographic location map which clearly indicates the area covered by the proposed ordinance. The map shall include major street names as a means of identification of the area.

(C) **Additional Methods of Notification.** In addition to required notices of proposed amendments as heretofore set forth, other methods of notification may be utilized by the City Council at its option. Those methods may include but not be limited to mail notification to owners of property adjacent to property proposed for rezoning and the posting of notice upon property proposed for rezoning. The Zoning Administrator is authorized to post any notice upon property proposed for rezoning, and it shall be unlawful for any person to remove or tamper with that notice during the time period as may be established for the maintenance of the notice.

Sec. 158.320. Conduct of Hearings.

Any interested persons shall have the right to submit oral or written testimony at the hearings. All testimonies and exhibits submitted at the hearing, including the application, shall be incorporated into the application file and shall be considered a part of the record on the application. Evidence which is immaterial, irrelevant, or unduly repetitious may be excluded. The hearings may be adjourned from time to time to dates established by public announcement at those hearings and shall be the earliest practical date for resumption of the hearings.

Sec. 158.321. Action by City Council.

Guidelines and procedures. In its deliberation and consideration of applications for amendment, the City Council shall utilize the following guidelines and procedures:

(A) All applications for amendment of the zoning text or the zoning map shall be decided on the basis of evidence of record.

(B) The City Council may dismiss any application if it finds that: the application does not conform to the procedural requirements of this subchapter; or the application is found to be in violation of the time limitations set forth in § 158.316(B); or the application is frivolous or filed for purposes of harassment.

(C) The City Council may allow an application to be withdrawn at any time; provided that any subsequent application involving all or part of the land forming a part of the withdrawn application shall be subject to the time limitation set forth in § 158.316(B).

(D) If an application is not dismissed or allowed to be withdrawn as herein provided, it shall either be approved or denied on the merits. In the case of denial, any subsequent application involving all or part of the land forming a part of said denied application shall be subject to the time limitations set forth in section 158.316(B).

(E) No application for a text amendment shall be approved affecting specific property or properties which contains conditions, limitations, or requirements not generally applicable to all other property regulated by the zoning district classification in question; and no application for a map amendment shall be approved for a specific property or properties which contains conditions, limitations, or requirements not generally applicable to all other property regulated by the zoning district classifications to which the particular property is proposed to be rezoned.

~~(F) No application for a map amendment shall be approved for a type of zoning district other than that for which an application has been made.~~

(F) ~~(G)~~ No application for a map amendment shall be approved for a greater area than applied for, but an application may be approved for a smaller area if the rezoning of the smaller area is supported by the evidence of record and the smaller area is accurately delineated in the record.

(G) ~~(H)~~ In its consideration of an application for a text or map amendment, the City Council shall carefully review its relationship to the Comprehensive Plan, or element or portion thereof, which has been adopted. No application shall be approved which is found to be inconsistent with the adopted Comprehensive Plan, or element or portion thereof.

(H) ~~(I)~~ The decision of the City Council approving, denying, or dismissing any application for text or map amendment shall be rendered within sixty (60) days after public hearing is held thereon. The decision of the City Council shall be determined by a majority vote of a constituted quorum. ~~However, a vote of four-fifths (4/5) of the established City Council shall be required to override a decision of the Planning and Zoning Board as to its recommendation on an application.~~

(I) ~~(J)~~ All decisions of the City Council shall be made in open session and the ordinance embodying the decision approving, denying, or dismissing any application shall not be valid unless it is incorporated into the minutes of the meeting at which the action is taken.

(J) ~~(K)~~ Any ordinance embodying the decision of the City Council approving, denying, or dismissing any application shall be filed in the office of the Zoning Administrator and a copy shall be provided to the applicant upon request.

Sec. 158.322. Making of Necessary Changes to Zoning Text and Zoning Map.

Immediately following the enactment of an ordinance amending the zoning text or zoning map, a copy of the ordinance shall be filed in the office of the Zoning Administrator for use in the administration and enforcement of this chapter. The Zoning Administrator shall make appropriate changes to incorporate the ordinance into the text of this chapter or onto the official zoning map maintained in the office of the Zoning Administrator, and shall similarly incorporate the ordinance into all copies of this chapter or map utilized for zoning administration and distribution to the public.

Secs. 158.323—158.334. Reserved.

ARTICLE XVII. APPEALS

Sec. 158.335. City Council to Serve as Board of Zoning Appeals; Powers and Duties of Board.

(A) The City Council shall serve as the Board of Zoning Appeals and shall hear and consider all appeals from the provisions of this chapter.

(B) The Board of Zoning Appeals shall have the following powers and duties:

(1) To hear and decide appeals when it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator in the performance of his duties.

(2) To hear and decide appeals on denials or approvals of variance applications by the Planning and Zoning Board.

(3) To hear and decide petitions involving proposed changes of nonconforming uses to other nonconforming uses, in accordance with the provisions of section 158.281.

Sec. 158.336. Fees to Defray Cost of Review and Hearing.

The applicant shall be required to pay a fee as may be established to defray processing costs related to the review and hearing of the appeal.

Sec. 158.337. Public Hearings.

Hearing Required. Before making its decision on any appeal, the Board of Zoning Appeals shall hold a public hearing thereon.

(A) **Notification Requirements.** The following notification procedures shall be utilized with respect to appeals, requests for changes in nonconforming uses and requests for variances:

(1) Appeals and requests for changes in nonconforming uses filed in proper form shall be numbered serially, docketed, and placed upon the calendar of the Board of Zoning Appeals. Having thus been established, the calendar of appeals, petitions and public hearings to be considered or conducted at each public meeting shall be posted as soon as practical upon a public notice board normally utilized for such notice within the offices of the City.

(2) Notice of public hearings shall be published at least seven (7) days prior to those hearings, in a newspaper of general circulation in the City. The notice shall include the dates, times, places, and locations of hearing, and shall contain a description of the relief or action sought and the subject property involved.

(B) **Conduct of Hearings.**

(1) The hearing on the appeal of the denial or approval of a variance application by the Planning and Zoning Board shall be, to the extent possible, upon the record of the Planning and Zoning Board and shall not be a hearing de novo. The Board of Zoning Appeals shall review the minutes of the hearing before the Planning and Zoning Board together with the application for variances and related supporting documents and any

other tangible evidence considered by the Planning and Zoning Board in arriving at its decision. The Board of Zoning Appeals may also entertain any additional testimony or evidence that was not brought out at the Planning and Zoning Board hearing.

(2) The hearing on appeal of the Zoning Administrator or requests for changes in nonconforming uses shall be on the evidence presented by the applicant and the Zoning Administrator.

(3) Any interested person shall have the right to submit oral or written testimony at the hearings. All testimony and exhibits submitted at the hearing, including the application of appeal or request for a change of nonconforming use shall become part of the record of the appeal. Evidence which is immaterial, irrelevant, or unduly repetitious may be excluded.

(4) The hearings may be adjourned from time to time to dates established by public announcement at those hearings and shall be the earliest practical date for resumption of the hearings.

Sec. 158.338. Requirement for Decision by Board.

A decision by the Board of Zoning Appeals with respect to any matter upon its calendar shall be rendered within sixty (60) days following the close of the public hearing thereon. A majority vote of the established Board of Zoning Appeals is required to reverse any order, requirement, decision, or determination made by the Zoning Administrator, or to grant a variance upon appeal from the Planning and Zoning Board from this chapter. All decisions of the Board of Zoning Appeals shall be made in open session and the action embodying the decision approving, denying or dismissing any application shall not be valid unless it is incorporated into the minutes of the meeting at which the action is taken. A record of all actions taken by the Board of Zoning Appeals shall be maintained within the Office of the City Clerk.

Sec. 158.339. Authority to Reverse, Affirm or Modify Decision of Zoning Administrator.

The Board of Zoning Appeals may, in conformity with the provisions of this chapter, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from, and to that end from the Zoning Administrator. In exercising its powers, the Board of Zoning Appeals shall direct the Zoning Administrator to carry out its decision.

Sec. 158.340. Action Contrary to Administrative Decision Prohibited.

It shall be unlawful for an appellant or petitioner to proceed with any action which has been disapproved or denied by the Board of Zoning Appeals and it shall be equally unlawful for an appellant or petitioner to proceed with any action contrary to that specifically approved by the Board of Zoning Appeals, including any conditions and safeguards which the Board of Zoning Appeals may have imposed.

Sec. 158.341. Application for Reconsideration or Rehearing.

An application for the reconsideration or rehearing of an appeal or petition may be made in the same manner as provided for an original consideration or hearing. However, no appeal or petition requesting the same relief or approval for the same property shall be accepted by the Board of Zoning Appeals for reconsideration or rehearing for a period of twelve (12) months following the date of any action taken by the Board of Zoning Appeals in the matter is, from the record, it shall appear that there has been no substantial change in facts, evidence, or conditions.

Secs. 158.342—158.349. Reserved.

ARTICLE XVIII. ADMINISTRATION, ENFORCEMENT

Sec. 158.350. Zoning Administrator.

(A) The City Manager shall appoint a Zoning Administrator whose duties shall be as set forth in this chapter. The Zoning Administrator is authorized to act through aides and assistants. In the performance of his duties, the Zoning Administrator may request the assistance of any appropriate official or agency of the City.

(B) The Zoning Administrator shall investigate promptly complaints of violations, reporting his findings and actions to complainants and shall use his best endeavors to prevent violations or to detect and secure the correction of violations. If he finds that any of the provisions of this chapter are being violated, he shall notify in writing the person responsible for the violation, indicating the nature of the violation and ordering the action necessary to correct it. He shall order the discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other lawful action authorized by this chapter necessary to ensure compliance with the provisions of this chapter.

(C) The Zoning Administrator shall maintain written records of all official actions of his office with relation to administration, and of all complaints and actions taken with regard thereto, and of all violations discovered by whatever means, with remedial action taken and disposition of all cases; and the same shall be a public record.

Sec. 158.351. Zoning Review of Building Permits, Licenses, and Land Use Permits.

The Zoning Administrator shall review all applications for building permits, occupational licenses, and land use permits to ensure their conformity with the provisions of this chapter. No building permit shall be issued for the erection, alteration, or use of any land or water which is not in conformity with the provisions of this chapter. No license or permit shall be issued by the building official or by any department agency, or official of the City for the use of any premises or the operation of any business, enterprise, occupation, trade, profession, or activity which would constitute a violation of the provisions of this chapter.

Sec. 158.352. Certificate of Occupancy Required.

(A) No building or structure, or part thereof, or premises, thereafter erected or altered or changed in occupancy, or land upon which a new or different use is established, shall be occupied or used until a certificate of occupancy shall have been issued therefor, the certificate to include a certification by the Zoning Administrator that the proposed use of the structure or land conforms with the requirements of this chapter.

(B) Nothing in this chapter shall prevent the issuance of a temporary certificate of occupancy for a portion of a building or structure in process of erection or alteration, provided that the temporary certificate shall not be effective for a period in excess of six (6) months, and that the portion of the building or structure is in conformity with the provisions of this chapter.

(C) A record of all certificates issued pursuant to the provisions of this section shall be kept on file in the office of the building department and copies of the certificates shall be furnished upon request to any person having a proprietary or tenancy interest in the appropriate property involved.

Sec. 158.353. Record of Nonconforming Uses.

The Zoning Administrator shall prepare and maintain a record of all nonconforming uses existing as of the effective date of adoption or amendment of this chapter, and the record shall constitute the official public record to be used in administering and enforcing the provisions of sections 158.275 through 158.286.

Sec. 158.354. Appeals of Administrative Decisions.

(A) **Right of Appeal.** Where it is alleged there is error in any order, requirement, decision, determination, or action of the Zoning Administrator in the administration and enforcement of the restrictions made under authority hereof, any person thus aggrieved may appeal to the Board of Zoning Appeals. No appeal shall lie from any act by the Zoning Administrator pursuant to an order or resolution of the Board of Zoning Appeals specifically directing him to perform that act.

(B) **Filing Requirements for an Appeal.** An appeal may be taken within thirty (30) days, but not thereafter, after notification in writing of the subject act or decision by the Zoning Administrator, by filing with the Zoning Administrator and with the Board of Zoning Appeals a notice of appeal, specifying the grounds thereof. An appeal shall be filed upon that form as may be provided therefor, and the appellant shall be required to pay any fee as may be established to defray processing costs relating to the review and hearing of the appeal. Upon the filing of an appeal, the Zoning Administrator shall forthwith transmit to the Board of Zoning Appeals all papers constituting the record upon which the action appealed from was taken.

(C) **Stay of Proceedings.** An appeal shall stay all proceedings concerning the matter appealed from unless the Zoning Administrator certifies to the Board of Zoning Appeals, after the notice of appeal shall have been filed with him that, by reason of fact stated in the certificate, a stay, in his opinion, would cause imminent peril to life or property. In that case, proceedings shall not be stayed otherwise by a restraining order which may

be granted by the Board of Zoning Appeals or by the circuit court of the County, on notice to the Zoning Administrator, and on due cause shown.

Sec. 158.998. Remedy.

Nothing herein contained shall prevent the City from taking any other lawful action, including but not limited to resort to equitable action, as is necessary to prevent or remedy any violation.

Sec. 158.999. Penalty.

(A) Any persons who violates this chapter or fails to comply with any of the requirements shall, upon conviction thereof, be punished as set forth in section 10.99. Each day such violation continues shall be considered a separate offense.

(B) The owner or tenant of any building, structure, premises, or part thereof, and any architect, building contractor, agent, or other person who commits, participated in, assists in, or maintains any violation of this chapter or requirements as described above in subsection (A) shall each be guilty of a separate offense and, upon conviction thereof, shall be punished as herein provided.

ORDINANCE 15-87

COUNCIL ITEM 8C DATE 12/7/15 COUNCIL ITEM 10C DATE 11/23/15

AN ORDINANCE TO REZONE .28 ACRES OF PROPERTY LEGALLY DESCRIBED AS LOT 13, BLOCK 1616, SECTION 23, AND LOCATED ON THE NORTHWEST SIDE OF BOUGAINVILLEA AVENUE, SOUTH OF A DRAINAGE RIGHT-OF-WAY, WEST OF SAVONA BOULEVARD; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO P (PROFESSIONAL) FOR A PROJECT KNOWN AS BOUGAINVILLEA PLAZA (P15-166); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bougainvillea Plaza, Inc., hereinafter referred to as the Applicant, seeks to rezone .28 acres of property located on the northwest side of Bougainvillea Avenue, south of a drainage right-of-way, north of Gatlin Boulevard, west of Savona Boulevard and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to P (Professional).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on November 3, 2015 to consider the rezoning application (P15-166), 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 December 7, 2015 to consider the rezoning application (P15-166), advertising of the public hearing having been made; and

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

Section 1: That the property legally described as Lot 13, Block 1616, Section 23, Port St. Lucie, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to P (Professional).

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 7th day of December, 2015.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
Pam E. Booker, City Attorney

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF NOVEMBER 3, 2015**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **BOUGAINVILLEA PLAZA**
REZONING APPLICATION
PROJECT NO. P15-166

DATE: **OCTOBER 22, 2015**

APPLICANT: Engineering Design and Construction, Inc. is acting as the agent for the owner.

OWNER: Bougainvillea Plaza, Inc.

LOCATION: The property is located on the northwest side of Bougainvillea Avenue, south of a drainage right-of-way, west of Savona Boulevard, and north of Gatlin Boulevard.

LEGAL DESCRIPTION: The property is legally described as Lot 13, Block 1616, Section 23.

SIZE: .28 acre

EXISTING ZONING: RS-2 (Single Family Residential)

EXISTING USE: Vacant land

SURROUNDING USES: North = RS-2 (Single Family Residential) zoning, existing drainage right-of-way and then existing single family residences. South = RS-2 (Single Family Residential) zoning, existing vacant land. East = RS-2 (Single Family Residential) zoning, existing single family residence. West = P (Professional) zoning, existing professional office building.

FUTURE LAND USE: ROI (Residential/Office/Institutional)

REQUESTED ZONING: P (Professional)

PROPOSED PROJECT: The proposed project seeks to rezone to P (Professional) in order to add this parcel to the existing professional office building site to the west.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan. The subject application is supported and justified by

Policy 1.1.3: "Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation, Open Space, and Capital Improvements Element of this Comprehensive Plan) are available concurrent with impacts of development."; and Policy 1.1.3.1: "The development of residential, commercial, and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as: (a) Potable water; (b) Sanitary sewers; (c) Solid waste removal; (d) Vehicular and pedestrian circulation; (e) Public safety;... (h) Electricity; and (i) Drainage."

Sewer/Water Service: The City of Port St. Lucie's Utilities is the provider of water and sewer. Service to the site is available.

Environmental: At time of site plan review an environmental study will be required.

Compliance With Conversion Area Requirements:

1. Planning Area location per conversion manual: 2
2. The property is totally within planning area: Yes
3. Minimum Frontage: Lot 13 will be joined by Unity of Title with Lots 11 and 12, and then will exceed the minimum frontage required of 160'.
4. Minimum Depth: Yes
5. Does the request isolate lots: No
6. Has a Unity of Title been submitted: The Planning and Zoning Department is processing the Unity of Title through the City Attorney's Office. Lot 13 will be joined by Unity of Title with Lots 11 and 12, which have previously been joined by a Unity of Title.
7. Buffer required: Landscape buffer strips with six-foot high architectural walls and landscaping will be required wherever the property abuts property to the side or the rear that is designated with a residential use. Abutting properties are considered those that are either contiguous or separated by a road or drainage right-of-way. The walls are required to be installed prior to the issuance of foundation permits for any commercial, office, institutional, or multi-family development. This is intended to minimize impacts to abutting single family residential lots.

STAFF RECOMMENDATION:

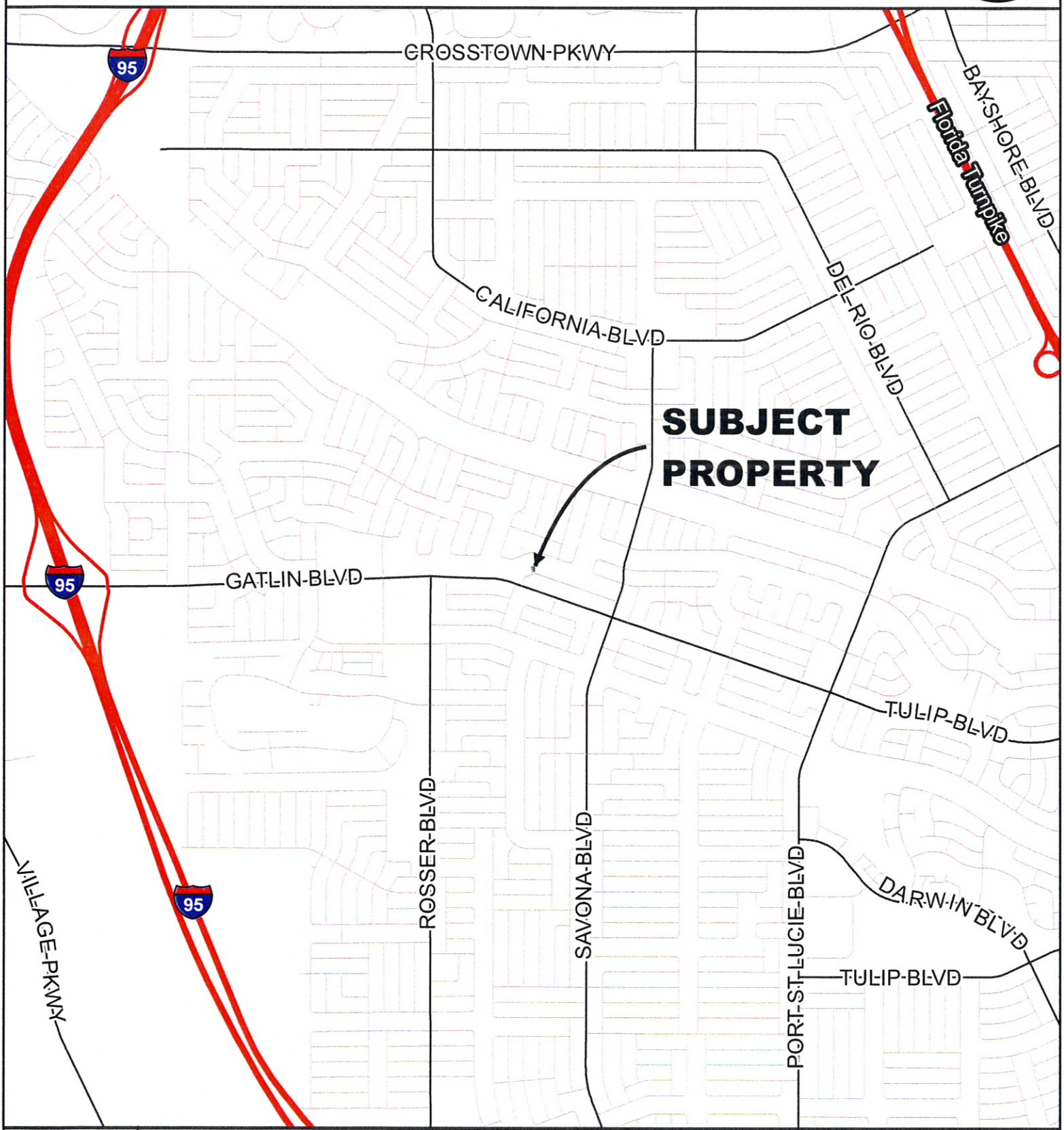
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed rezoning based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend denial

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

GENERAL LOCATION

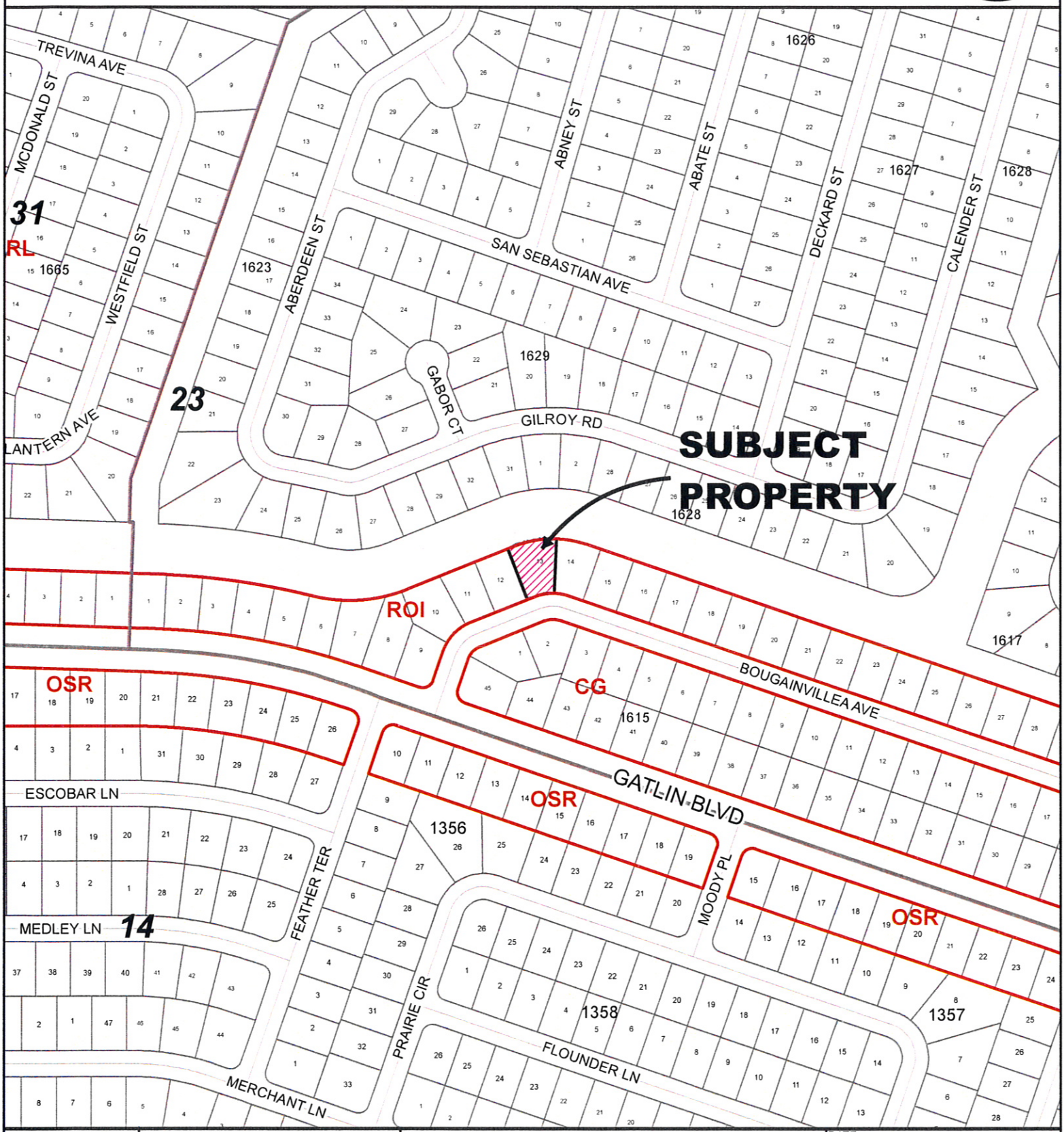


CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BOUGAINVILLEA PLAZA SECTION 23, BLOCK 1616, LOT 13	DATE: 10/6/2015 APPLICATION NUMBER: P15-166 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL

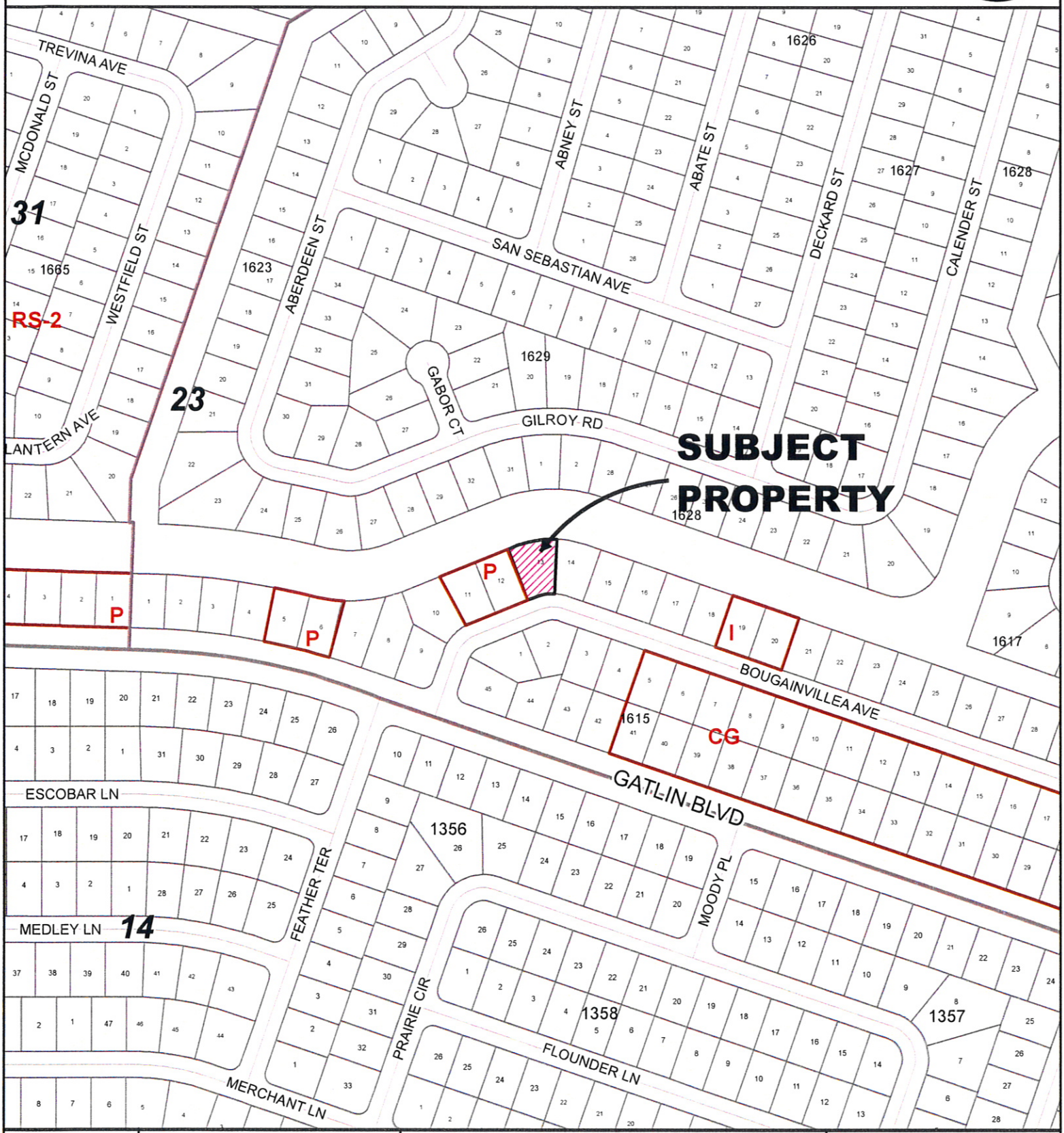
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BOUGAINVILLEA PLAZA SECTION 23, BLOCK 1616, LOT 13 AERIAL DATE 2014	DATE: 10/6/2015 APPLICATION NUMBER: P15-166 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BOUGAINVILLEA PLAZA SECTION 23, BLOCK 1616, LOT 13	DATE: 10/6/2015 APPLICATION NUMBER: P15-166 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

BOUGAINVILLEA PLAZA

SECTION 23, BLOCK 1616, LOT 13

DATE:	10/6/2015
APPLICATION NUMBER:	P15-166
USER:	patricias
SCALE:	1 in = 300 ft

ENGINEERS SURVEYORS

JUSTIFICATION FOR REZONE & COVER LETTER

Bougainvillea Plaza, Inc. – 1473 SW Bougainvillea Ave

September 29, 2015

REQUEST

On behalf of the Petitioner, Engineering Design & Construction, Inc. is concurrently submitting a rezone application for the subject property. The Petitioner is proposing to amend the zoning designation of the 0.28 acre property from Single Family Residential (RS-2) to Professional (P). Once the rezone is complete, a site plan application will be submitted and a unity of title established to include Lots 11 and 12.

The property is located at 1473 SW Bougainvillea Avenue.

SITE CHARACTERISTICS & PROJECT HISTORY

The petitioner is submitting a Rezoning Application to rezone the subject property to Professional. The subject property is located on the northwest side of Bougainvillea Avenue, approximately 300 ft. north of SW Gatlin Blvd. It can be identified by the parcel ID number 3420-610-0722-000-9 and is approximately 0.28 acres +/-. The project currently has an existing Future Land Use designation of Residential Office Industrial (ROI) and a Zoning designation of Single Family Residential (RS-2).

Once the subject property is has received approval on the rezone, the applicant will be submitting a site plan which will include two adjacent developed parcels to the west and southwest which are also owned by the petitioner.

To the north of the subject property is a 115' drainage right-of way followed by single family residential lots. These tracts have a Future Land Use designation of Low Density Residential with an underlying zoning designation of Single Family Residential.

To the west of the subject property is a developed commercial lot owned by the petitioner. This parcel has a Future Land Use designation of Residential – Office – Institutional (ROI) and is located in the Professional zoning district.

To the south of the subject property is the right of way for SW Bougainvillea Avenue. South of the right of way is a vacant commercial parcels. These tracts have a Future Land Use designation of Commercial General and are located in the Single Family Residential 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 east of the subject property is a developed single family residence. This parcel has a Residential – Office – Institutional (ROI) Future Land Use designation and is located in the Single Family Residential zoning district.

The subject property is located within a conversion zone. This analysis demonstrates how the request for rezoning to Professional (P) is completely compatible with the surrounding land use and zoning designations.

Based on the above justification and attached information, the Petitioner respectfully requests approval of this request.

\\SERVER\Shared Files_Project Files\15-131 - Lawerence - Bouganvillea\EDC Documents\Submittal Documents\Justification Statement\2015-09-30_J_Lawrence_Bouginvillea_Plaza_15-131.doc300

REZONING APPLICATIO

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. P15-166
Fee (Nonrefundable)$ 2,115.00
Receipt # 68666

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: patriciasesta@edc-inc.com

PROPERTY OWNER:

Name: Bougainvillea Plaza, Inc.

Address: 1467 SW Bougainvillea Ave, Port St. Lucie, FL 34953

Telephone No.: 772-359-4998 FAX No.:

AGENT OF OWNER (if any)

Name: Brad Currie, AICP, Engineering Design & Construction, Inc.

Address: 469 NW Prima Vista Blvd., Port St. Lucie, FL 34983

Telephone No.: 772-340-4990 FAX No: 772-340-7996

PROPERTY INFORMATION

Legal Description: PORT ST LUCIE-SECTION 23-BLK 1616 LOT 13 (MAP 43/12S)(OR 3764-1434)
(Include Plat Book and Page)

Parcel I.D. Number: 3420-610-0722-000-9

Current Zoning: RS-2

Proposed Zoning: P

Future Land Use Designation: ROI Acreage of Property: 0.28

RECEIVED
SEP 29 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Reason for Rezoning Request:
REZONE OF PROPERTY TO "P" TO ALLOW FOR THE EXTENSION OF DEVELOPMENT OF EXISTING BUSINESS OFFICE TO THE WEST OF SUBJECT PROPERTY.

*Signature of Owner	Hand Print Name	Date
John D. Lawrence	John D. Lawrence, V.P.	9-22-2015

***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.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4088174 OR OK 3764 PAGE 1434, Rec ded 07/06/2015 at 11:57
Doc Tax: $105.00

COPY

Prepared by and Return To:
Melanie Verna
Fidelity National Title of Florida, Inc., Chelsea Title Division
1100 Sw St Lucie West Blvd., Suite 201
Port St. Lucie, FL 34986

Order No.: 61-15-0115

APN/Parcel ID(s): 3420-610-0722-000/9

PERSONAL REPRESENTATIVE'S DEED

THIS PERSONAL REPRESENTATIVE'S DEED made and executed June 30, 2015, by Roger N. Messer, as the Personal Representative of the Estate of Halyna Tymochko, deceased hereinafter called the grantor, to Bougainvillea Plaza, Inc. whose post office address is 1467 SW Bougainvillea Ave, Port St. 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 assign of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in County of Saint Lucie, State of Florida, viz:

Lot 13, Block 1616, Port St. Lucie Section Twenty Three, according to the map or plat thereof, as recorded in Plat Book 13, Page(s) 29, of the Public Records of St. Lucie County, Florida.

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

The property being conveyed/mortgaged hereby, is vacant land and, to the best of grantor's knowledge, has never been improved with a structure that could have been utilized as a residence and/or mobile home. The property is not now, nor has it ever been, nor was it ever intended to be the homestead of the grantor, the grantor's spouse, and/or minor children, if any. Nor is it contiguous with or adjacent to such homestead. The grantor's residence is at the street or post office address designated below.

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in Fee Simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; that all court orders and laws of Florida have been followed and complied with in all respects; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2014.

Bougainvillea Plaza, Inc.
1467 SW Bougainvillea Avenue
Port St. Lucie, FL 34953
(772) 359-4998

AGENT CONSENT FORM

Project Name: 1473 SW Bougainvillea Avenue

BEFORE ME THIS DAY PERSONALLY APPEARED John D. Lawrence, 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 this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to all City, County, and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of these applications for the proposed use of this development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 22nd day of SEPT, 2015, by Lindsay McCullough (Name of Person Acknowledging) who is personally known to me or who has produced Drivers License (type of identification) as identification and who did (did not) take an oath.

Lindsay McCullough
(Signature of Person Taking Acknowledgement)

Lindsay McCullough
(Name of Acknowledger Typed, Printed or Stamped)

Notary - Cosnorton
(Title or Rank)

—
(Serial Number, if any)

(Notary's Seal)

NOTARY SEAL STATE OF OHIO

LINDSAY McCULLOUGH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 4-9-18

John D. Lawrence
Owner's Signature

John D. Lawrence, V.P.
Owner's Name (Print)

2815 Little country Rd.
Street Address

Parrish, FL, 34219
City, State, Zip Code

(772) 359-4998
Telephone

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Dates: 11/23/15 & 12/7/15

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, AICP, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: Rezoning Application for Bougainvillea Plaza (P15-166) 15-87
Submittal Date:	11/10/2015

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

BACKGROUND: The proposed project seeks to assign a zoning classification of P (Professional) in order to add this parcel to the existing professional office building site to the west. This is consistent with the Comprehensive Plan and will allow for commercial development of the site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennen Keeler.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their November 3, 2015 meeting.

SPECIAL CONSIDERATION: NA

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

REQUESTED MEETING DATE: 11/23/2015

LOCATION OF PROJECT: The property is located on the northwest side of Bougainvillea Avenue, south of a drainage right-of-way, west of Savona Boulevard, and north of Gatlin Boulevard. See attached maps.

ATTACHMENTS: Ordinance, staff report, maps, application.

PT/kh

RECEIVED

NOV 13 2015

City Manager's Office

COUNCIL ITEM 8D DATE 12/7/15 COUNCIL ITEM 10 D DATE 11/23/15

ORDINANCE 15 -88

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF A QUIT CLAIM DEED FROM THE CITY OF PORT ST. LUCIE TO TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance of a quit claim deed ("Quit Claim Deed") from the City of Port St. Lucie to Tradition Land Company, LLC, an Iowa limited liability company ("Tradition Land Company") which shall serve to relinquish any ownership interest in Utility Sites 2 and 3-A that were previously conveyed to the City by Tradition Land Company's predecessor in title pursuant to that certain Special Warranty Deed dated November 21, 2005 and recorded on November 22, 2005 in Official Records Book 2418 at Page 2705 of the Public Records of St. Lucie County, Florida. The City's relinquishment of title will allow for the relocation of said Utility Sites 2 and 3-A to new locations that have been already approved by the various departments of the City of Port St. Lucie. The conveyance of new locations for those utility sites will be accomplished via Special Warranty Deed and platting. The conveyance of the Quit Claim Deed is contingent upon the execution and recordation of an instrument that serves to first convey to the City new utility sites. The proposed Quit Claim Deed together with the exhibit of the legal descriptions of the new locations for Utility Sites 2 and 3-A is attached hereto as Exhibit "A," and is authorized and approved in substantially the same form attached hereto. The Mayor and city officials are hereby authorized to execute any and all documents necessary to complete this proposed real estate transaction.

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, this ____ day of _____, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Pam E. Booker, City Attorney

EXHIBIT

"A"

(to Authorizing Ordinance)

This instrument prepared by and
after recording return to:

Stephen Snively, Esquire
Holland & Knight LLP
200 S. Orange Avenue, Suite 2600
Orlando, Florida 32801

Tax Parcel ID:

_____[Space Above this Line For Recording Data]_____

QUIT CLAIM DEED

This Quit Claim Deed made this ____ day of December, 2015, between **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 ("Grantor"), and **TRADITION LAND COMPANY, LLC**, an Iowa limited liability company, whose mailing address is 10489 SW Meeting Street, Port St. Lucie, Florida 34987 ("Grantee").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, convey and quitclaim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described land, situate, lying and being in St. Lucie County, Florida (the "Property").

See Exhibit "A" attached hereto and made a part hereof (the "Property")

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

[*Signature page to follow*]

In Witness Whereof, the Grantor has signed and sealed this Quit Claim Deed the day and year first above written.

GRANTOR:

WITNESSES:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Printed Name: _____

By:_____
Name:_____
Title:_____

_____
Printed Name: _____

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, the foregoing instrument was acknowledged before me by _____, the _____ of CITY OF PORT ST. LUCIE, a Florida municipal corporation. He/she is personally known to me or who has produced as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of November, 2015.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public

My Commission Expires:

Exhibit "A"
(The "Property")

Parcel 1:

Utility Site 2, Southern Grove Plat No. 3, as recorded in Plat Book 61, Page 17, Official Records of St. Lucie County, FL.

Parcel 2:

Utility Site 3-A, Southern Grove Plat No. 3, as recorded in Plat Book 61, Page 17, Official Records of St. Lucie County, FL.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

AGENDA ITEM #: 10 D
Meeting Date: 11/23/15

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Pam E. Booker, City Attorney
FROM:	Azlina Goldstein Siegel, Assistant City Attorney
Agenda Item:	Ordinance: Southern Grove Plat No. 14 – Utility Well Site Relocations
Submittal Date:	11/16/2015 15-88

STRATEGIC PLAN LINK: PLAN FOR THE CITY'S FUTURE

BACKGROUND: Tradition Land Company, LLC, an Iowa limited liability company ("Tradition Land Company") is the owner of property consisting of approximately 514.063 acres located within the Southern Grove CRA that is west of Interstate 95, east of Village Parkway, and north and south of Discovery Way. According to the Planning & Zoning Staff Report concerning Southern Grove Plat No. 14, Tradition Land Company, under Project No. P15-090, is proposing a subdivision plat that will (i) create six lots and a tract for future development and a water management tract, (ii) relocate three (3) utility well sites, and (iii) plat the extension of Discovery Way to the east as a private road. The roadway has been constructed as a two-lane facility. As part of this platting process, a 12-foot wide easement for a future multi-purpose path is being dedicated to the City along the eastern side of the subject property. In addition, a sidewalk along the south side of Discovery Way will be constructed concurrently with the development of the proposed to be platted Lot 1.

To provide some background history, the City agreed to annex certain property pursuant to that certain Annexation Agreement dated July 19, 2004, and entered into by and between Horizons Acquisition 5, LLC, a Florida limited liability company ("Southern Grove"), Horizons Acquisition 2, LLC, a Florida limited liability company ("Kennedy Groves"), St. Lucie Associates II, LLLP, a Florida limited liability partnership, and St. Lucie Associates III, LLLP, a Florida limited liability partnership (collective "GL"), ACR Property, LLC, a Florida limited liability company, and the City of Port St. Lucie. Said Annexation Agreement was recorded in Official Records Book 2137 at Page 2419 of the Public Records of St. Lucie County, Florida. Section 8(a)(i) of the Annexation Agreement required Southern Grove to convey six (6) utility sites to the City. Southern Grove conveyed the six (6) utility sites to the City pursuant to that Special Warranty Deed dated November 21, 2005 and recorded on November 22, 2005 in Official Records Book 2418 at Page 2705 of the Public Records of St. Lucie County, Florida.

The Port St. Lucie Utility Systems Department secured a permit for the planned well sites in the Southwest Annexation Area. However, the permitted well locations do not fall within the area of those sites conveyed to the City. The Southern Grove Plat No. 14 encompasses three (3) utility sites – Utility Sites 2, 3-A and 4 – that were previously conveyed in 2005 by Southern Grove to the City. The three (3) utility well sites concerning the proposed Southern Grove Plat No. 14 – Utility Sites, 2, 3-A and 4), they were also shown as platted parcels upon the recorded of Southern Grove Plat No. 3, as recorded in Plat Book 61 at Page 17 of the Public Records of St. Lucie County, Florida. The development layout being proposed under the Southern Grove Plat No. 14 requires the relocation of Utility Sites 2 and 3-A so that they will be in closer proximity to the permitted well locations. Section 8(a)(x) of the Annexation Agreement anticipated the need to relocate the well sites and provided for the ability to be flexible and relocate any such well sites upon the agreement of the City's Utility Systems Department. The Southern Grove Plat No. 14 proposed to relocate two (2) of the well sites, Utility Sites 2 and 3-A, as part of finalizing the development layout and plans for their project. Utility Site 4 will be relocated at a future date, within 500 feet of the permitted well location, along with Utility Site 5 which is also within the old Southern Grove Plat No. 3, but outside of the limits of the proposed Southern Grove Plat No. 14.

ANALYSIS: The owner, Tradition Land Company, LLC, will be conveying the "new" and "relocated" Utility Sites 2 and 3-A via a Special Warranty Deed that is in a form approved by the Legal Department. The relocated sites are shown on the proposed Southern Grove Plat No. 14 that will be presented to City Council for approval at a future date. It is anticipated that such a request for plat approval will be on either the December 7, 2015 or December 14, 2015 City Council Meeting agenda. Tradition Land Company is requesting that the City quit claim its ownership interests in the "old"' Utility Sites 2 and 3-A. The conveyance by Tradition Land Company of the "new" Utility Sites will be required prior to the City's recordation of a Quit Claim Deed relinquishing title to the "old" Utility Sites 2 and 3-A.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The City's Legal Department worked with the Planning & Zoning Department and the Utility Systems Department on this matter. The Ordinance and Quit Claim Deed was reviewed by Azlina Goldstein Siegel, Assistant City Attorney, and is approved as to form and legal sufficiency.

STAFF RECOMMENDATION: Approval of the City's proposed purchase of the subject property is recommended by the Planning & Zoning Department and the Utility Systems Department.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/23/2015

LOCATION OF PROJECT: Parcel 26 of Southern Grove Plat No. 3, OST-1 of Southern Grove Plat No. 8, and Parcel 6 of Southern Grove Plat No. 9.

ATTACHMENTS: Authorizing Ordinance with Quit Claim Deed Exhibit

cc: Anne Cox, Assistant Director of Planning and Zoning
Laney Southerly, PE, Engineering Manager – Utility Systems Dept.

RECEIVED
NOV 18 2015
City Manager's Office

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 12/7/15

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Motion: Southern Grove Plat No. 14 (P15-090)
Submittal Date:	11/25/2015 15-R112

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth and Objective 4: Continue the development of Tradition Master Planned Community of the Strategic Plan.

BACKGROUND: The proposed subdivision plat will create six lots and a tract for future development, create a water management tract, relocate three utility sites and plat the extension of Discovery Way to the east as a private road. The roadway has been constructed as a two-lane facility. A sidewalk along the south side of Discovery Way will be constructed concurrent with the development of the proposed Lot 1. A 12-foot wide easement for a future multi-purpose path is also being dedicated to the City along the eastern side of the property.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The subdivision plat has been reviewed as to form and sufficiency by Attorney Ella Gilbert.

STAFF RECOMMENDATION: The Site Plan Review Committee recommended approval of the site plan on August 26, 2015.

PRESENTATION INFORMATION: Staff may provide a short presentation.

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: The property is located south of SW Discovery Way and west of Interstate 95, east of Village Parkway, and north and south of Discovery Way. See attached maps.

ATTACHMENTS: Resolution, application, and plat.

RECEIVED
NOV 25 2015
City Manager's Office

COUNCIL ITEM 11A
DATE 12/7/15

RESOLUTION NO. 15-R112

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 14 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF CULPEPPER & TERPENING, INC. (P15-090); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Culpepper & Terpening, Inc., acting as agent for Tradition Land Company, LLC and the City of Port St. Lucie to approve the preliminary and final plat for Southern Grove Plat No. 14, within the City of Port St. Lucie, Florida; and

WHEREAS, there are no public roads or drainage facilities to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, The Site Plan Review Committee, on August 26, 2015 recommended approval of the preliminary and final plat (P15-090).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat for Southern Grove Plat No. 14, within the City of Port St. Lucie, Florida, said plat being offered by Tradition Land Company, LLC and the City of Port St. Lucie as owners and title holders of said property and as prepared by Culpepper and Terpening, Inc., as designated on the attached said Plat.

RESOLUTION NO. 15-R112

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 7th day of December, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Pam E. Booker, City Attorney

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

TO: **CITY COUNCIL - MEETING OF DECEMBER 7, 2015**

FROM: **ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING** AC

RE: **PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION**
PROJECT NO. P15-090
SOUTHERN GROVE PLAT NO. 14

DATE: **NOVEMBER 25, 2015**

APPLICANT: Culpepper & Terpening, Inc. is the applicant.

OWNERS: Tradition Land Company, LLC is the owner of the majority of the property. A copy of the warranty deed is located in the Planning Department file. The City of Port St. Lucie owns a few utility sites within the area that are being relocated.

LOCATION: The property is located west of Interstate 95, east of Village Parkway, and north and south of Discovery Way.

LEGAL DESCRIPTION: Parcel 26 of Southern Grove Plat No. 3, OST-1 of Southern Grove Plat No. 8, and Parcel 6 of Southern Grove Plat No. 9.

SIZE: 514.063 acres

EXISTING ZONING: Tradition Commerce Park North at Southern Grove MPUD and Tradition – SG Phase 1 MPUD.

EXISTING USE: Vacant land

SURROUNDING USES: A water management tract and hospital are located to the north; research and development building is located to the west; Interstate 95 is located to the east and the property to the south is vacant.

PROPOSED PROJECT: The proposed subdivision plat will create six lots and a tract for future development, create a water management tract, relocate three utility sites and plat the extension of Discovery Way to the east as a private road. The roadway has

been constructed as a two-lane facility. A sidewalk along the south side of Discovery Way will be constructed concurrent with the development of the proposed Lot 1. A 12-foot wide easement for a future multi- purpose path is also being dedicated to the City along the eastern side of the property.

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The City of Port St. Lucie will provide water and sewer service. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: Per the Southern Grove DRI development order, trip generation analyses are required to be submitted with the site plans. Transportation conditions to maintain adequate roadway levels of service are contained in the development order.

Parks/Open Space: Not applicable

Storm Water: Paving and drainage plan that are in compliance with the adopted level of service standard are required in conjunction with final development approval.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

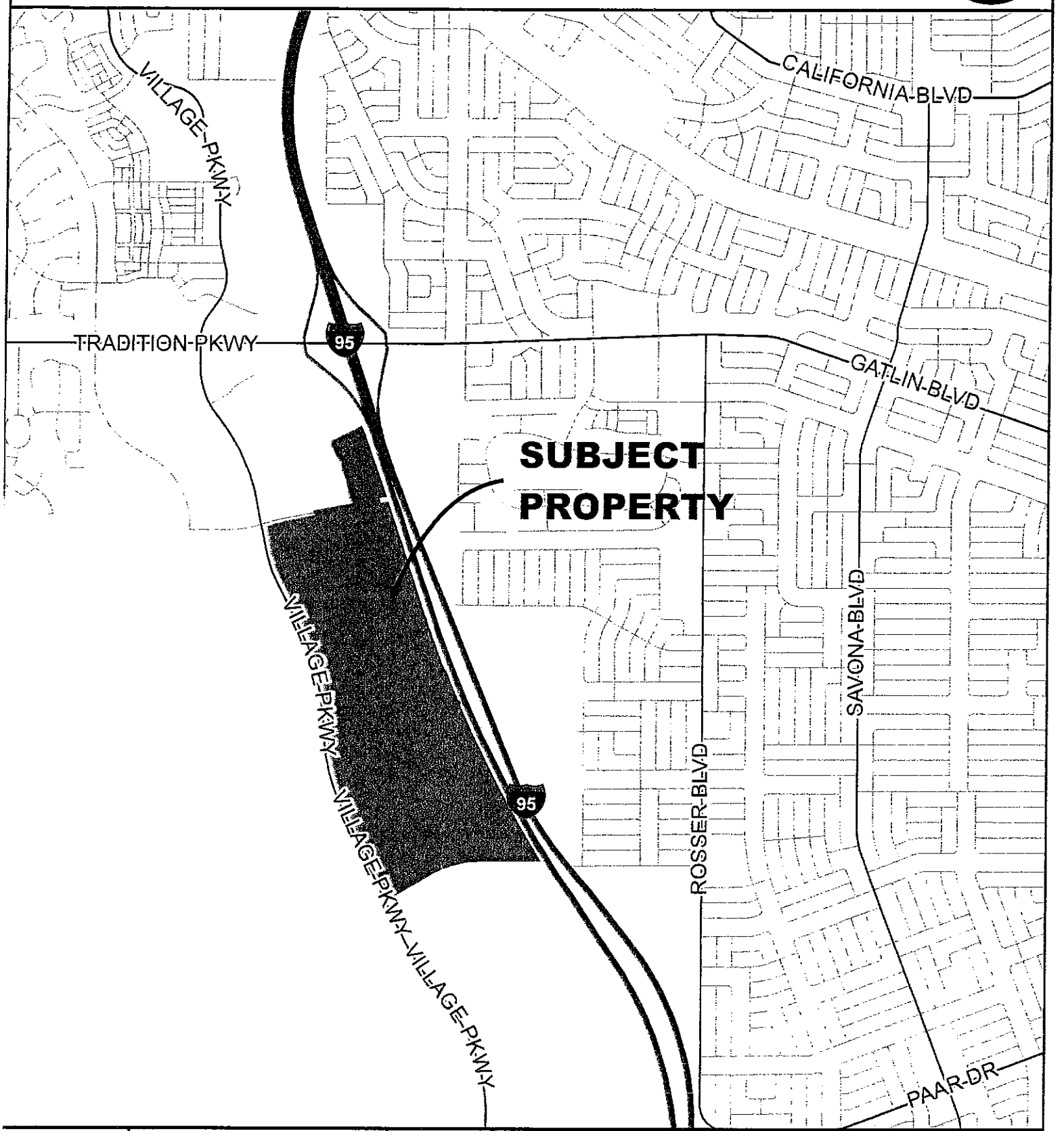
Environmental: The Southern Grove DRI development order does not require any native upland habitat preservation on this property. There are two small preserved wetlands on the property.

Exception Request: The developer is requesting an exception to the street tree requirement of the City's Subdivision Regulations to not provide them within the Discovery Road right-of-way (see attached letter). The street trees will be provided on the adjacent parcels when developed. The City Council may grant exceptions to the requirements for subdivision approval per Section 156.023 of the Subdivision Regulations.

STAFF RECOMMENDATION:

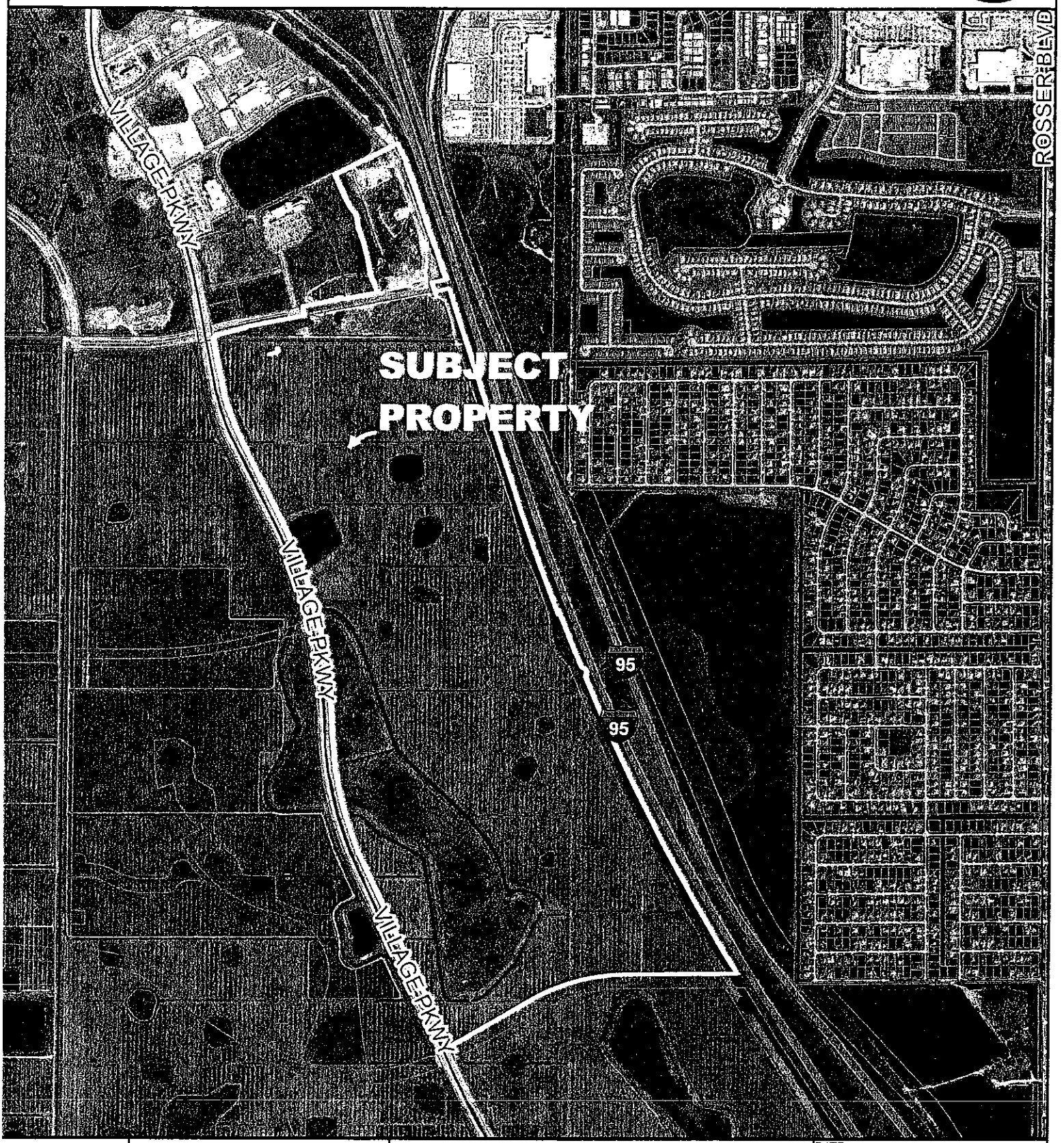
The Site Plan Review Committee reviewed the request at their meeting of August 26, 2015 and recommended approval.

GENERAL LOCATION



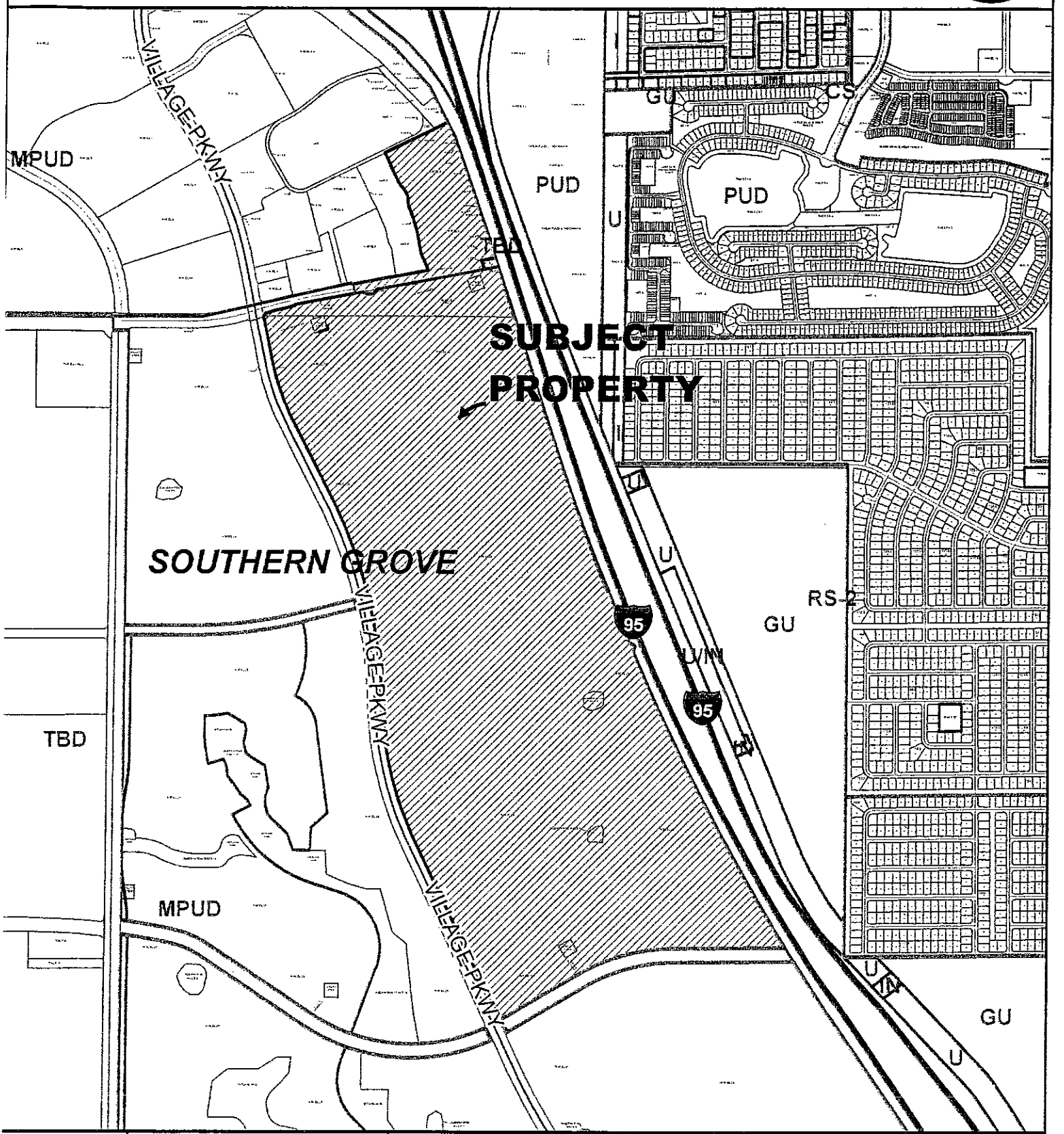
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 14 SOUTHERN GROVE	DATE: 10/27/2015 APPLICATION NUMBER: P15-090 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



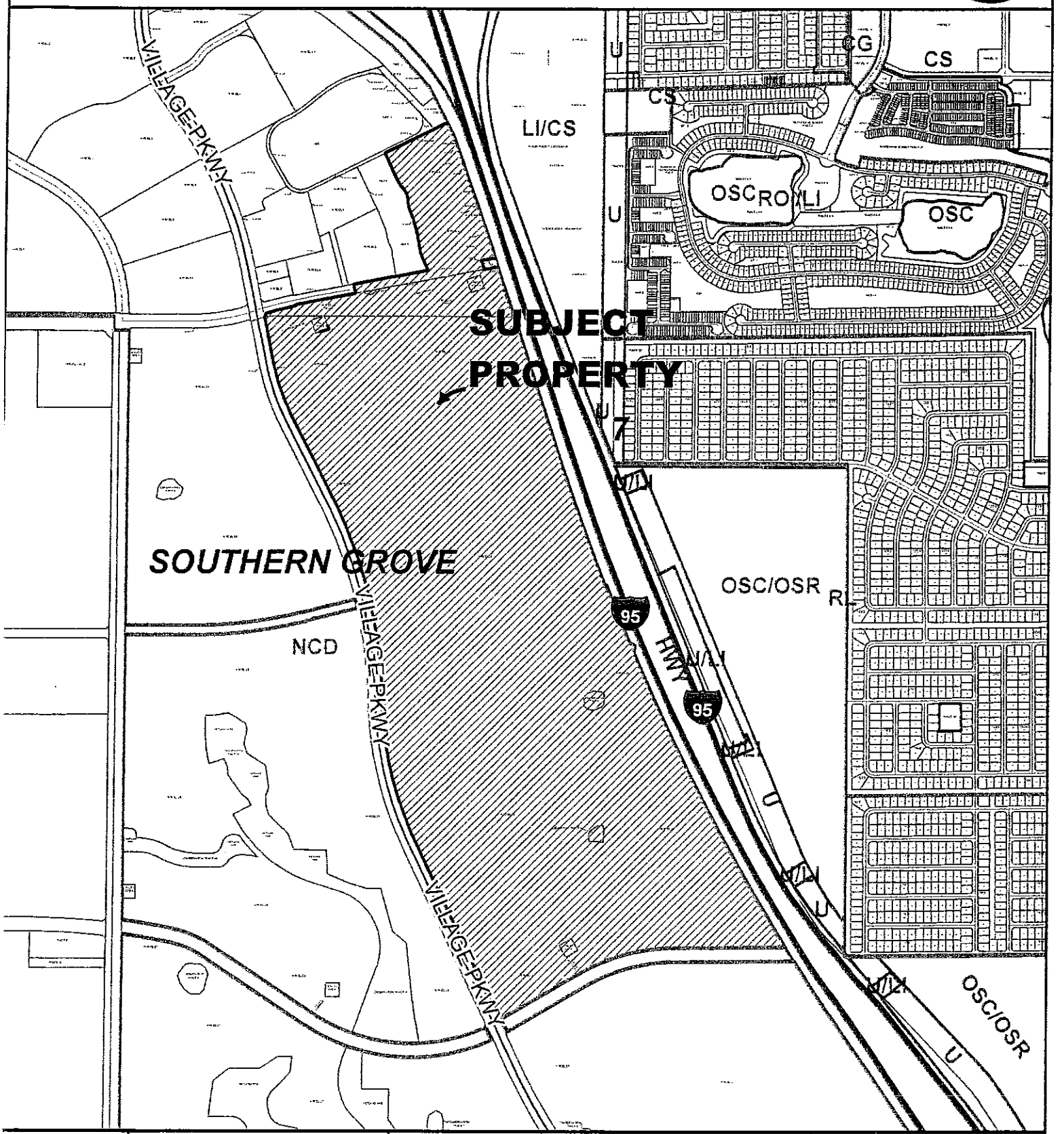
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 14 SOUTHERN GROVE AERIAL DATE 2014	DATE: 10/27/2015 APPLICATION NUMBER: P15-090 USER: patricias SCALE: 1 in = 1,400 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 14 SOUTHERN GROVE	DATE: 10/27/2015 APPLICATION NUMBER: P15-090 USER: patricias SCALE: 1 in = 1,400 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 14 SOUTHERN GROVE	DATE: 10/27/2015 APPLICATION NUMBER: P15-090 USER: patricias SCALE: 1 in = 1,400 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. P15-090
Fee (Nonrefundable)$ $ 3,818.00
Receipt # 44557

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROJECT NAME: Southern Grove Plat No. 14

LEGAL DESCRIPTION: Refer to Boundary Survey

LOCATION OF PROJECT SITE: West of I95, East of SW Village Parkway, South of Discovery Way

PROPERTY TAX I.D. NUMBER: 4315-700-0027-000-3, 4315-700-0027-010-6, 4315-504-0006-000-8

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Replat of Southern Grove Plat No 3 Parcel 26, Plat No 8 OST-1, and Plat No. 9 Parcel 6

GROSS SQ. FT. OF STRUCTURE(S): NA

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: NA

UTILITIES & SUPPLIER: PSLUSD, City Gas, Tradition Water IQ, FPL, Hometown Cable

GROSS ACREAGE & SQ. FT. OF SITE: 514 ac

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: TBD - pending MPUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Tradition Land Company,LLC & PSL AcquisitionsOperating,LLC
4333 Edgewood Road NE, Cedar Rapids, IA 52499
772-340-3500 P 772-340-3718 F

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Culpepper & Terpening, Inc.
2980 South 25th St., Fort Pierce, FL 34981
772-464-3537 P 772-464-9497 F

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Stefan K. Matthes, PE #38723
Culpepper & Terpening, Inc.

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
2980 South 25th Street, Fort Pierce, FL 34981
772-464-3537 P 772-464-9497 F

- 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.

FR

OWNER'S SIGNATURE HAND PRINT NAME TITLE DATE

SUBDIVISION PLAT APPLICATION

SOUTHERN GROVE PLAT No. 14

ADDITIONAL PROPERTY INDENTIFICATION NUMBERS

PROPERTY TAX I.D. NUMBERS: 4315-700-0008-000-4; 4315-700-0009-000-1; 4315-502-0001-000-7

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. P15-090
Fee (Nonrefundable)$ —
Receipt # —

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROJECT NAME: Southern Grove Plat No. 1~~2~~4

LEGAL DESCRIPTION: Refer to Boundary Survey

LOCATION OF PROJECT SITE: West of I95, East of SW Village Parkway, South of Discovery Way

PROPERTY TAX I.D. NUMBER: 4315-700-0002-000-2, 4315-700-0003-000-9, 4315-700-0004-000-6

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Replat of Southern Grove Plat No. 3 Parcel 26 for development

GROSS SQ. FT. OF STRUCTURE(S): NA

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: NA

UTILITIES & SUPPLIER: PSLUSD, City Gas, Tradition Water IQ, FPL, Hometown Cable

GROSS ACREAGE & SQ. FT. OF SITE: ~~487~~ 514 ac

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: TBD - pending MPUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
City of Port St. Lucie c/o Jeffrey Bremer, City Manager
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
772-871-5163 P

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Culpepper & Terpening, Inc.
2980 South 25th St., Fort Pierce, FL 34981
772-464-3537 P 772-464-9497 F

RECEIVED
MAY - 6 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Stefan K. Matthes, PE #38723
Culpepper & Terpening, Inc.

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
2980 South 25th Street, Fort Pierce, FL 34981
772-464-3537 P 772-464-9497 F

- 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
Jeff Bremer	JEFF BREMER	City Manager	4/30/15

CULPEPPER & TERPENING, INC.
CONSULTING ENGINEERS | LAND SURVEYORS

C&T Project No.: 15-031.000
File: PSL P&Z
Sender's Email: smatthes@ct-eng.com

October 22, 2015

VIA: ***Hand Delivery***

Ms. Anne Cox, Assistant Director
City of Port St. Lucie - Planning & Zoning Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Southern Grove Plat No. 14 - Preliminary & Final Plat
City of Port St. Lucie Project No.: 15-090
Street Tree Exemption Request from City Code Section 156.121

Dear Ms. Cox:

On behalf of our client, Tradition Land Company, LLC, please accept this letter as our official request to be exempt from City Code, Section 156.121 providing street trees within the Discovery Way Right-of-Way from the VGTI entrance to Innovation Way.

The required street trees will be provided on the adjacent properties as they develop. This is consistent with the development of Discovery Way from Village Parkway to the VGTI entrance.

It should be noted that the recently submittal construction/landscape plans for the Keiser University project provides the required street trees within the Keiser properties landscape buffer area which is directly adjacent to the proposed sidewalk along the south side of Discovery Way.

We trust that this request will be met with approval. As always, should you have any questions, please do not hesitate to contact me at (772)464-3537 or via the Email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Stefan K. Matthes, P.E.
Senior Vice President

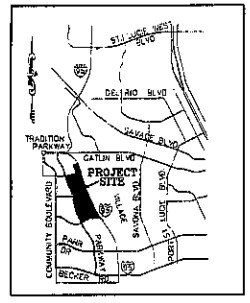
Cc: Wes McCurry, Tradition Land

COUNCIL ITEM 11A
DATE 12/7/15

PLAT BOOK _____
PAGE _____

SOUTHERN GROVE PLAT NO. 14

BEING A REPLAT OF PARCEL 26 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, LYING IN SECTIONS 15, 22, 23, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP
NOT TO SCALE

LEGAL DESCRIPTION

BEING ALL OF PARCEL 26, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH ALL OF PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 15, 22, 23, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA.

CONTAINING 314.063 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERSHIP & DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY AND THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION, OF THE STATE OF FLORIDA, OWNERS OF THE LAND DESCRIBED AND PLATTED HEREIN AS SOUTHERN GROVE PLAT NO. 14, BEING IN ST. LUCIE COUNTY, FLORIDA, HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATES AS FOLLOWS:

1) THE PUBLIC UTILITY EASEMENTS ("PUE") AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY TO THE CITY OF PORT ST. LUCIE, FLORIDA ("CITY") FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION, AND REPLACEMENT OF UNDERGROUND UTILITIES, WITHOUT LIMITATION, ELECTRIC POWER LINES, TELECOMMUNICATION LINES, CABLE TELEVISION LINES, GAS LINES, IRRIGATION LINES, STREET LIGHTING AND RELATED APPURTENANCES, PROVIDED NO PROPERTY WHICH IN THE SUBJECT OF THIS PLAT MAY USE, CONNECT AND/OR RECEIVE IRRIGATION WATER SERVICE FROM A PROVIDER OTHER THAN A PROVIDER DESIGNATED IN WRITING BY THE TRADITION IRRIGATION COMPANY, LLC, ITS SUCCESSORS AND/OR ASSIGNS. IN THE EVENT THAT THE FOREGOING LIMITATION SET FORTH IN CLAUSE (1) IS HELD TO BE UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION WITH RESPECT TO ANY PARTICULAR SERVICE, IT SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO OTHER SERVICES. NOTWITHSTANDING THE FOREGOING, THE CITY OF PORT ST. LUCIE, FLORIDA ("CITY") SHALL BE ALLOWED TO CROSS THE PUE EASEMENTS WITH (A) CITY TELECOMMUNICATION LINES WHICH SERVE SOLELY THE CITY'S FACILITIES AND (B) CITY MUNICIPAL UTILITY LINES.

2) THE CONSERVATION TRACTS AND MAINTENANCE EASEMENT BUFFERS, SHOWN OR DESCRIBED ON THIS PLAT ARE DEDICATED TO THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 5"), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF, THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 8") IN ACCORDANCE WITH THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK 3539, PAGES 672-713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ("DISTRICT INTERLOCAL AGREEMENT"), ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING DRAINAGE, AND SURFACE WATER MANAGEMENT. ACTUAL DELINEATION OF THE MAINTENANCE EASEMENT BUFFERS MAY VARY ACCORDING TO SITE SPECIFIC CONDITIONS, PROVIDED THAT SUCH MAINTENANCE EASEMENT BUFFERS EXTEND AT LEAST FIFTEEN (15) FEET LANDWARD FROM THE CONSERVATION TRACT PERIMETER IN ALL PLACES AND AVERAGES TWENTY FIVE (25) FEET LANDWARD FROM THE CONSERVATION TRACT PERIMETER, NOT WITHSTANDING THE FOREGOING, CONSERVATION TRACTS AND MAINTENANCE EASEMENT BUFFERS SHALL NOT EXTEND INTO THE ROAD RIGHTS-OF-WAY.

3) ACCESS EASEMENTS NO. 3 AND NO. 4 SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION, OF THE STATE OF FLORIDA, FOR ACCESS TO THEIR FACILITIES AND ACCESS FOR THE CITY OF PORT ST. LUCIE SERVICE AND EMERGENCY VEHICLES AND ARE THE MAINTENANCE RESPONSIBILITY OF TRADITION COMMERCIAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

4) UTILITY SITES 2, 3-A AND 4, SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION, OF THE STATE OF FLORIDA, FOR UTILITY PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID CITY OF PORT ST. LUCIE.

5) THE DRAINAGE EASEMENT (DE) AND LAKE MAINTENANCE EASEMENT (LME) SHOWN HEREON ARE HEREBY DEDICATED TO TRADITION COMMERCIAL ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR DRAINAGE AND WATER MANAGEMENT PURPOSES AND ARE THE MAINTENANCE RESPONSIBILITY OF SAID TRADITION COMMERCIAL ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

6) TRACT 5, AS SHOWN HEREON IS HEREBY DEDICATED TO THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 5"), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF, THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 8") IN ACCORDANCE WITH THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK 3539, PAGES 672-713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ("DISTRICT INTERLOCAL AGREEMENT"), ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING DRAINAGE, AND SURFACE WATER MANAGEMENT. A DRAINAGE AND IRRIGATION EASEMENT OVER AND UNDER SAID PRIVATE ROAD RIGHTS OF WAY, AS SHOWN HEREON, IS ALSO RESERVED IN FAVOR OF THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND ASSIGNS, FOR CITY OF PORT ST. LUCIE SERVICE AND EMERGENCY VEHICLES, AND IS THE MAINTENANCE RESPONSIBILITY OF SAID SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, ITS SUCCESSORS AND ASSIGNS.

7) THE MULTI PURPOSE PATHWAY EASEMENT (MPPE) AS SHOWN HEREON IS HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS FOR USE AS A PEDESTRIAN AND BICYCLE MULTI PURPOSE PATHWAY.

8) THE UTILITY EASEMENTS (UE) AS SHOWN HEREON ARE UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA 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. THE TRADITION COMMERCIAL ASSOCIATION, INC., THEIR SUCCESSORS AND/OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE CHANGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE IN THE EVENT SUCH HOLDING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE.

9) ACCESS EASEMENTS NO. 1 AND NO. 2 SHOWN OR DESCRIBED ON THIS PLAT ARE DEDICATED TO THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 5"), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF, THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 8"), IN ACCORDANCE WITH THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK 3539, PAGES 672-713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ("DISTRICT INTERLOCAL AGREEMENT"), ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING INGRESS AND EGRESS.

10) WATER MANAGEMENT TRACT-1 (WMT-1) AND THE WATER MAINTENANCE EASEMENTS (WME) SHOWN OR DESCRIBED ON THIS PLAT ARE DEDICATED TO THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 5"), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF, THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 8, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 8"), IN ACCORDANCE WITH THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK 3539, PAGES 672-713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ("DISTRICT INTERLOCAL AGREEMENT"), ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING DRAINAGE, AND SURFACE WATER MANAGEMENT. A DRAINAGE AND IRRIGATION EASEMENT TOGETHER WITH AN INGRESS AND EGRESS EASEMENT OVER THE LAKE MAINTENANCE EASEMENT AND A IRRIGATION EASEMENT OVER THE WATER MANAGEMENT TRACT 5 HEREBY DEDICATED TO TRADITION IRRIGATION COMPANY, LLC, ITS SUCCESSORS AND ASSIGNS FOR THE RIGHT TO DRAW WATER FROM, AND DISCHARGE WATER TO SAID WATER MANAGEMENT TRACT-1.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, THIS _____ DAY OF _____, 2015.

TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY;

BY _____
DAVID C. FELTMAN, PRESIDENT

WITNESS _____ SIGNATURE
_____ PRINTED NAME

WITNESS _____ SIGNATURE
_____ PRINTED NAME

IN WITNESS WHEREOF, THE ABOVE NAMED MUNICIPAL CORPORATION, OF THE STATE OF FLORIDA HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MAYOR, THIS _____ DAY OF _____, 2015.

CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION, OF THE STATE OF FLORIDA;

BY: _____
GREGORY J. ORAVEC, MAYOR

WITNESS _____ SIGNATURE
_____ PRINTED NAME

WITNESS _____ SIGNATURE
_____ PRINTED NAME

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY AUTHORIZED IN THE STATE AFORESAID AND IN THE COUNTY AFORESAID TO TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED _____ ON BEHALF OF THE COMPANY, HE IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2015.

COMMISSION NO. & EXPIRATION DATE _____ NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

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 THE CITY OF PORT ST. LUCIE, HE IS [ ] PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED _____ AS IDENTIFICATION.

WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST AFORESAID THIS _____ DAY OF _____, 2015.

COMMISSION NO. & EXPIRATION DATE _____ NOTARY PUBLIC, STATE OF FLORIDA

PRINT NAME: _____

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF ST. LUCIE

TRADITION COMMERCIAL ASSOCIATION, INC., HEREBY

1) ACCEPTS THE DEDICATIONS OF THE LAKE MAINTENANCE EASEMENT AND THE DRAINAGE EASEMENT SET FORTH UPON THE WITHIN PLAT AND SPECIFICALLY DEDICATED TO TRADITION COMMERCIAL ASSOCIATION, INC.

2) CONSENTS TO THE PLATTING OF THE LANDS HEREIN.

DATED THIS _____ DAY OF _____, 2015

_____ CHAIRMAN
_____ SECRETARY

ACCEPTANCE OF DEDICATION

THE SOUTHERN GROVE COMMUNITY DEVELOPMENT DISTRICT NO. 5, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ("DISTRICT NO. 5"), ACTING FOR ITSELF AND ON BEHALF OF EACH OF THE OTHER "DISTRICTS" AS DEFINED IN THE SECOND AMENDED AND RESTATED DISTRICT INTERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK 3539, PAGES 672-713, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, HEREBY ACCEPTS THE DEDICATIONS OF CONSERVATION TRACTS, MAINTENANCE EASEMENT BUFFERS, ACCESS EASEMENTS 1 AND 2, WATER MANAGEMENT TRACT 1, WATER MAINTENANCE EASEMENTS AND TRACT 5, SET FORTH UPON THE WITHIN PLAT AND SPECIFICALLY DEDICATED TO DISTRICT NO. 5, PROVIDED, HOWEVER, THAT ACCEPTANCE OF SUCH DEDICATIONS AND OF THE OBLIGATION TO OPERATE AND MAINTAIN SUCH FACILITIES IS EXPRESSLY CONDITIONED UPON (1) COMPLETION OF CONSTRUCTION OF ALL WATER MANAGEMENT SYSTEM IMPROVEMENTS FOR THE PHASE OF SUCH SYSTEM IN WHICH THE DEDICATED TRACT AND EASEMENTS ARE LOCATED IN STRICT COMPLIANCE WITH BOTH THE APPROVED PLANS FOR AND THE REQUIREMENTS OF ALL REGULATORY AUTHORITIES EXERCISING JURISDICTION OVER SUCH IMPROVEMENTS, AND (2) COMPLIANCE WITH ALL SURFACE WATER MANAGEMENT SYSTEM TURNOVER REQUIREMENTS RELATING TO SUCH FACILITIES, AS SET FORTH IN THE POLICIES AND PROCEDURES MANUAL FOR THE DISTRICTS. DISTRICT NO. 5 DOES NOT ACCEPT ANY OTHER RIGHT-OF-WAY, EASEMENT, TRACT, OR OTHER INTEREST IN REAL ESTATE OTHERWISE DEDICATED TO THE PUBLIC.

DATED THIS _____ DAY OF _____, 2015

_____ CHAIRMAN
_____ SECRETARY

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF ORANGE

I, STEPHEN W. SHIVELY, MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2015, AT _____ [A.M.]:

1) APPARENT RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT OF SOUTHERN GROVE PLAT NO. 14 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:

NONE

PURSUANT TO FLORIDA STATUTE 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 20__.

DATED THIS _____ DAY OF _____, 2015

HOLLAND & KNIGHT, LLP

_____
STEPHEN W. SHIVELY, PARTNER
HOLLAND & KNIGHT, LLP
200 S. ORANGE AVENUE
SUITE 2600
ORLANDO, FLORIDA 32801

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 _____, 2015.

_____
JOSEPH E. SMITH
CLERK OF 2ND CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

CLERK OF THE COURT

APPROVAL OF CITY

STATE OF FLORIDA
CITY OF PORT ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT OF SOUTHERN GROVE PLAT NO. 14, HAS BEEN OFFICIALLY APPROVED, INCLUDING THE ACCEPTANCE OF ALL PRIOR DEDICATIONS (AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3) APPLICABLE TO THE LANDS BEING PLATTED HEREIN, FOR RECORD BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS _____ DAY OF _____, 2015.

ATTEST: _____ KAREN A. PHILLIPS, CITY CLERK

CITY OF PORT ST. LUCIE
_____ GREGORY J. ORAVEC, MAYOR

CITY OF PORT ST. LUCIE

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 GUARANTEE 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 _____, 2015.

_____
THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6199

SURVEYOR

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

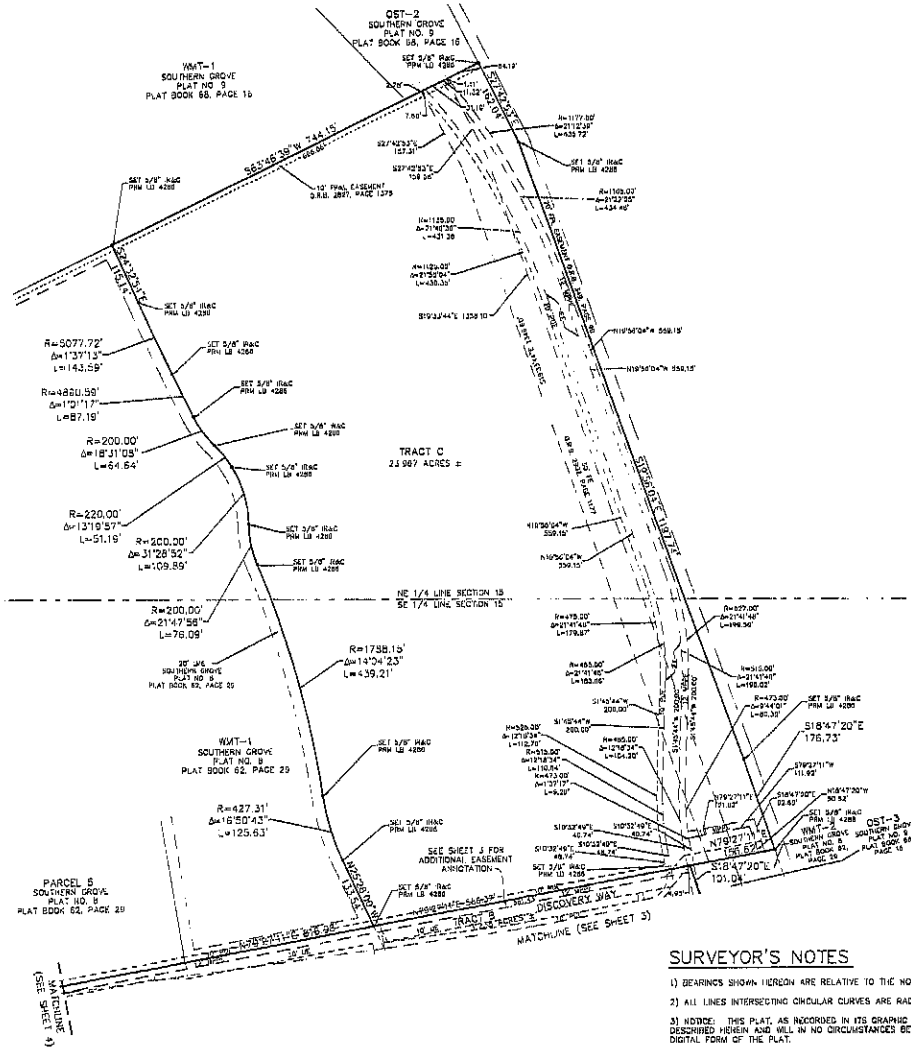
CITY OF PORT ST. LUCIE
PROJECT NO. P15-090

FILE NAME: 15-031-SOUTHERN-GROVE-PLAT-NO.14-COVER

PLAT BOOK _____
PAGE _____

SOUTHERN GROVE PLAT NO. 14

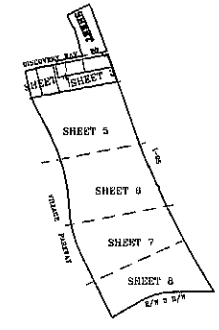
BEING A REPLAT OF PARCEL 26 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, LYING IN SECTIONS 15, 22, 23, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



GRAPHIC SCALE

LEGEND

℄	DENOTES CENTERLINE
POB	DENOTES POINT OF BEGINNING
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
UE	DENOTES UTILITY EASEMENT
IEE	DENOTES INGRESS/EGRESS EASEMENT
WME	DENOTES WATER MANAGEMENT EASEMENT
LME	DENOTES LAKE MAINTENANCE EASEMENT
FE	DENOTES FLOWAGE EASEMENT
MPPE	DENOTES MULTI PURPOSE PATHWAY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IP	DENOTES IRON PIPE
IR	DENOTES IRON ROD
CM	DENOTES CONCRETE MONUMENT
DE	DENOTES DRAINAGE EASEMENT
IR&C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
PCP	DENOTES PERMANENT CONTROL POINT
No.	DENOTES NUMBER
PK&D	DENOTES PARKER KALON NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT
PUE	DENOTES PUBLIC UTILITY EASEMENT
WMT	DENOTES WATER MANAGEMENT TRACT
R/W	DENOTES RIGHT-OF-WAY
C	DENOTES CHORD BEARING & DISTANCE
⊗	DENOTES PK NAIL & DISK PCP LB 4286
O	DENOTES 5/8" IR&C PRM LB 4286 UNLESS OTHERWISE NOTED



SHEET INDEX
NOT TO SCALE

SURVEYOR'S NOTES

1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF PARCEL 26 HAVING A BEARING OF N79°27'11"E.

2) ALL LINES INTERSECTING CIRCULAR CURVES ARE RADIAL UNLESS NOTED. (N.R.) DENOTES NON-RADIAL.

3) 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 BY AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

4) NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

5) 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.

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

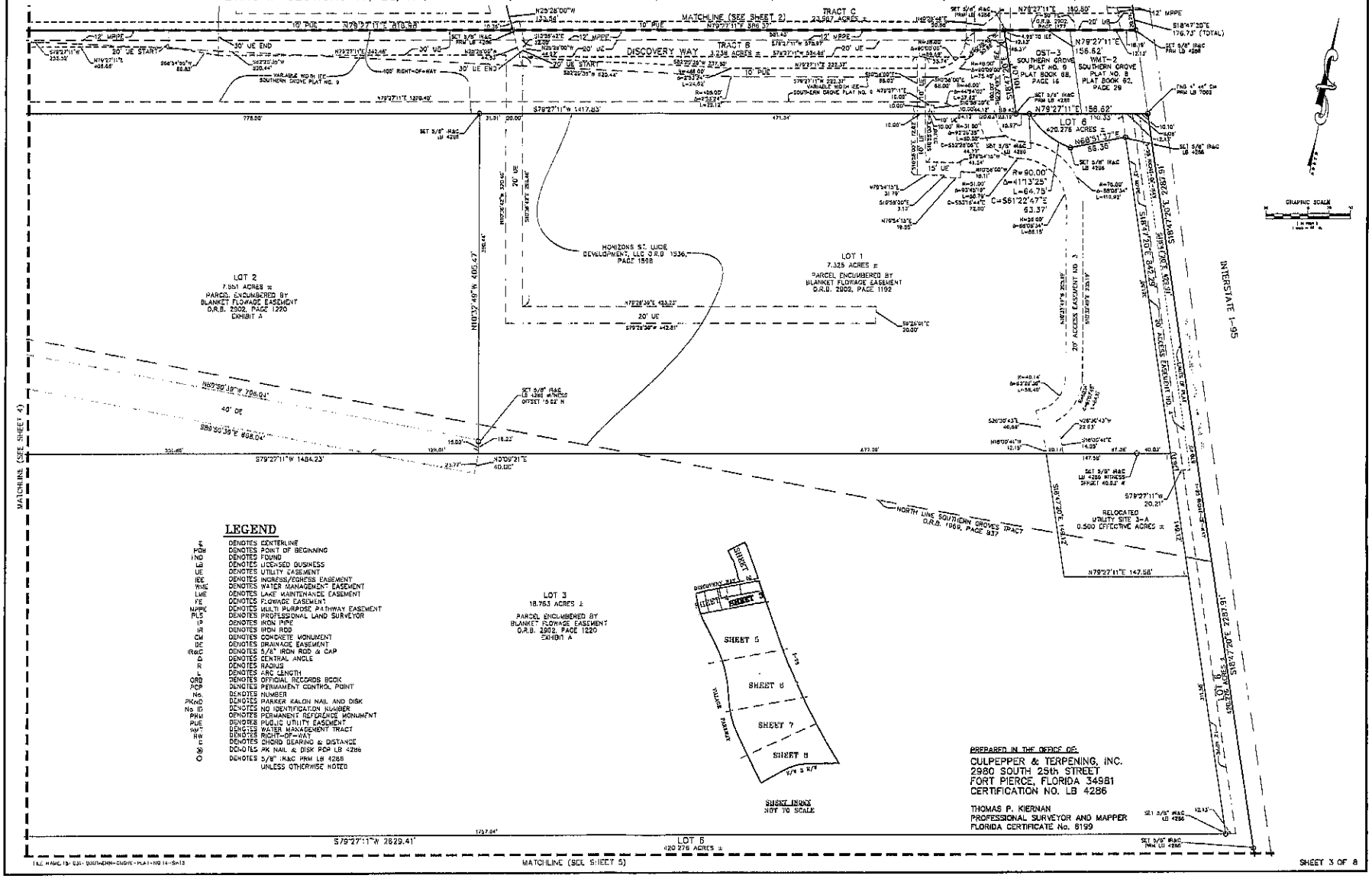
THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

FILE NAME: 15-021-SOUTHERN-GROVE-PLAT-NO 14-SHT2

SOUTHERN GROVE PLAT NO. 14

PLAT BOOK _____
PAGE _____

BEING A REPLAT OF PARCEL 26 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, LYING IN SECTIONS 15, 22, 23, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



LEGEND

℄	DENOTES CENTERLINE
POB	DENOTES POINT OF BEGINNING
FND	DENOTES FOUND
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PUE	DENOTES PUBLIC UTILITY EASEMENT
WMT	DENOTES WATER MANAGEMENT TRACT
R/W	DENOTES RIGHT-OF-WAY
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⊗	DENOTES PK NAIL & DISK PCP LB 4286
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PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
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THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
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SOUTHERN GROVE PLAT NO. 14

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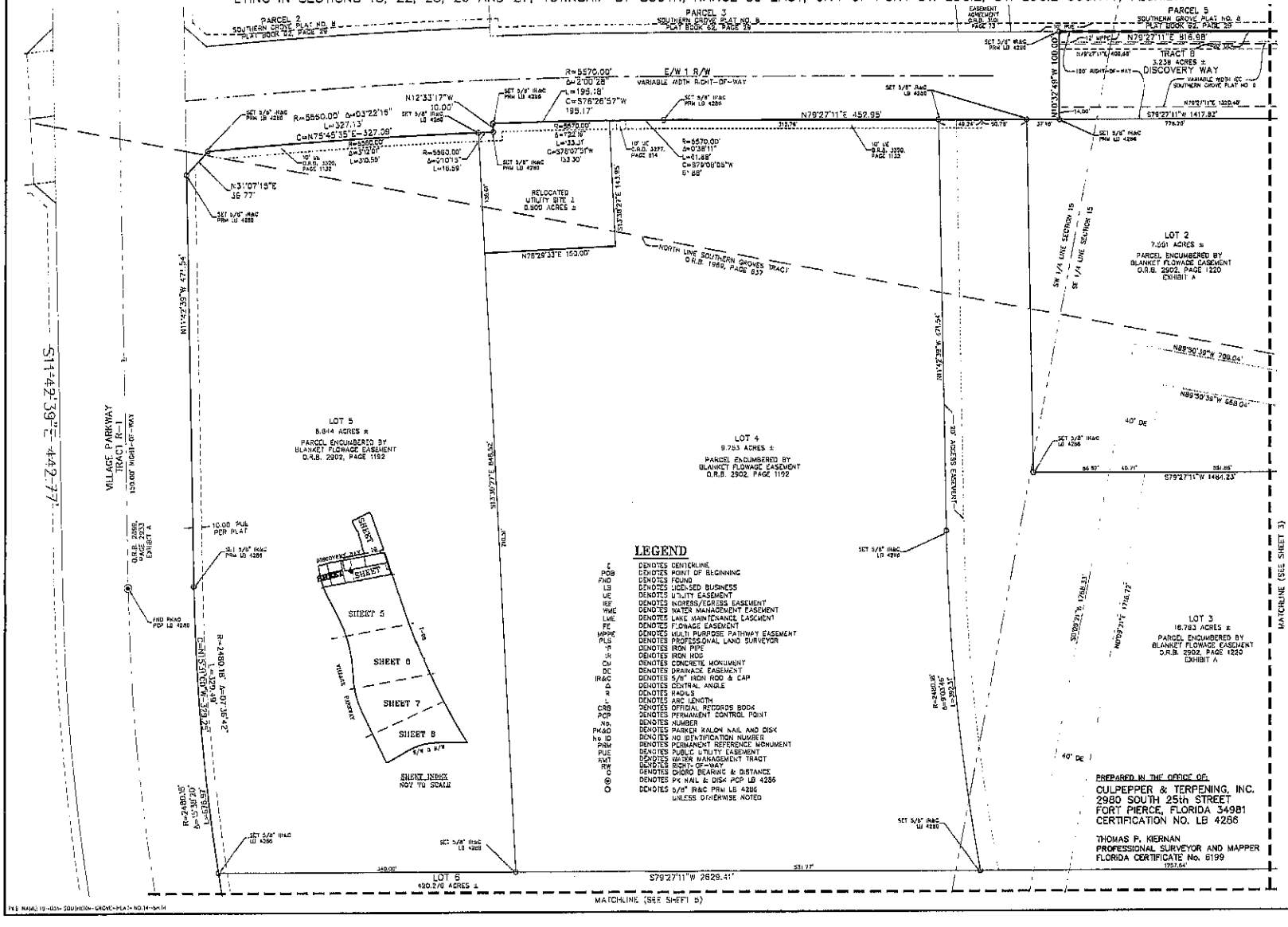
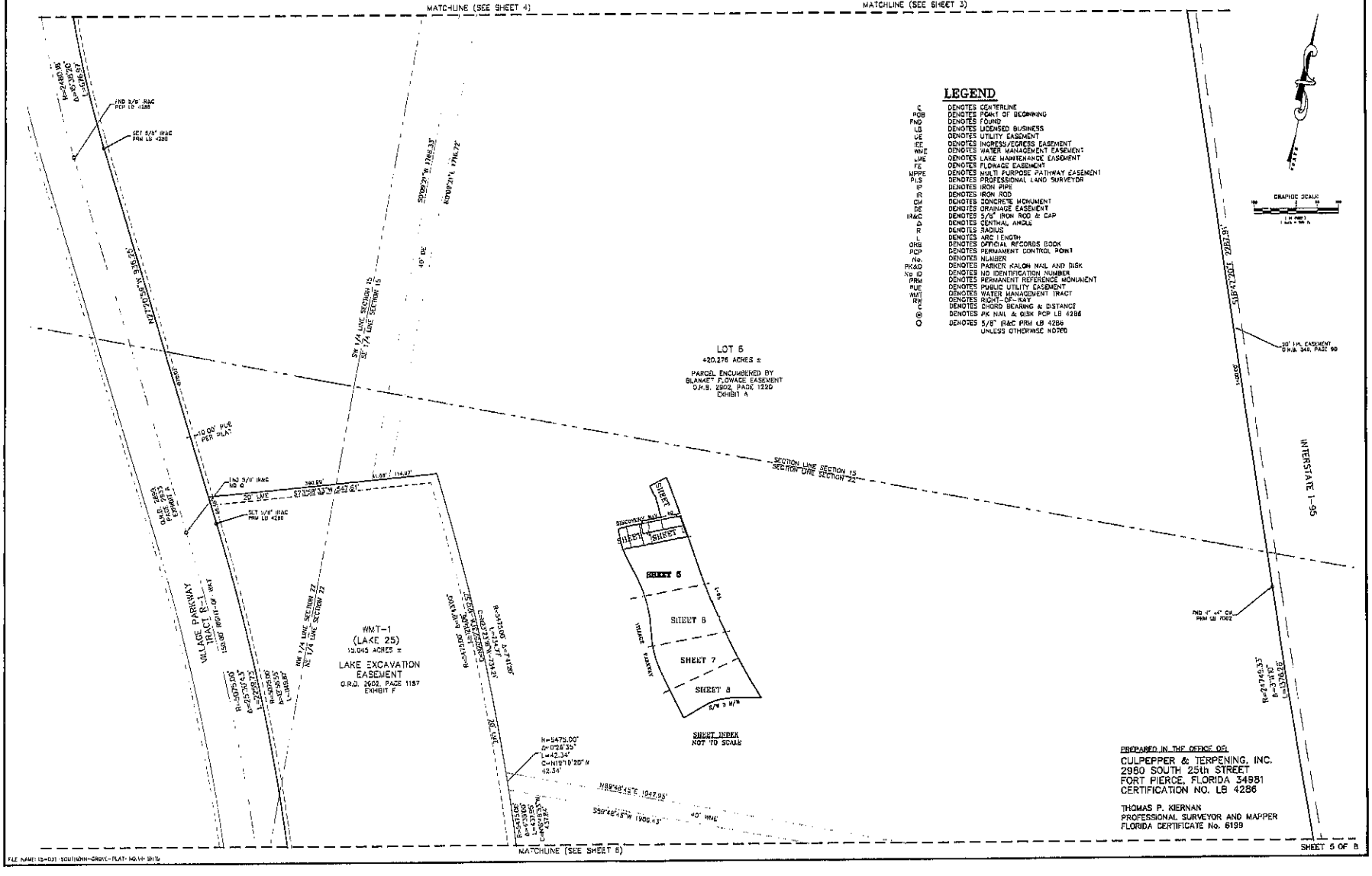
PLAT BOOK _____
PAGE _____



SOUTHERN GROVE PLAT NO. 14

PLAT BOOK _____
PAGE _____

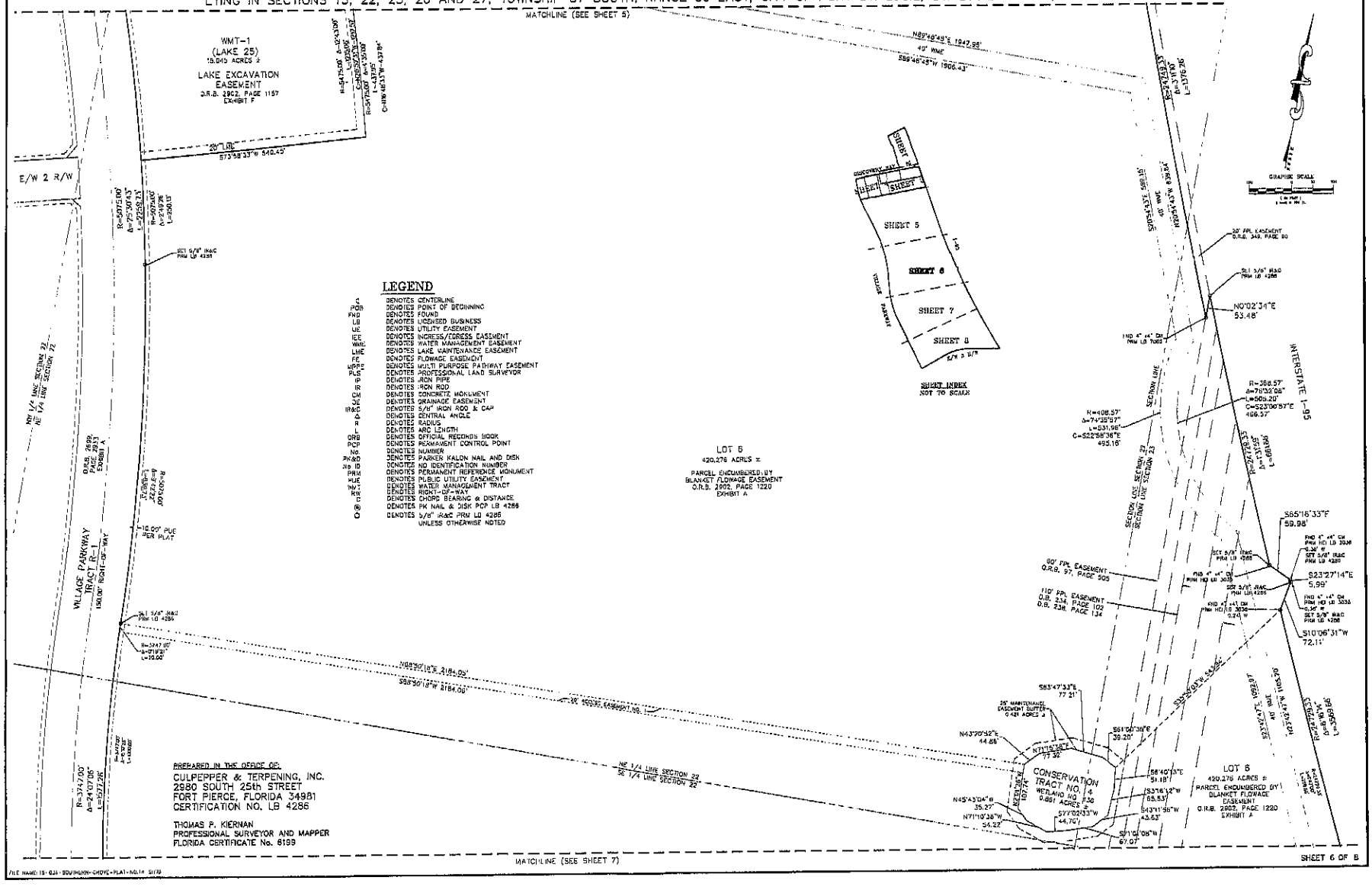
BEING A REPLAT OF PARCEL 26 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, LYING IN SECTIONS 15, 22, 23, 26 AND 2,7 TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



SOUTHERN GROVE PLAT NO. 14

PLAT BOOK _____
PAGE _____

BEING A REPLAT OF PARCEL 26 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, LYING IN SECTIONS 15, 22, 23, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



LEGEND

℄	DENOTES CENTERLINE
POB	DENOTES POINT OF BEGINNING
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
UE	DENOTES UTILITY EASEMENT
IEE	DENOTES INGRESS/EGRESS EASEMENT
WME	DENOTES WATER MANAGEMENT EASEMENT
LME	DENOTES LAKE MAINTENANCE EASEMENT
FE	DENOTES FLOWAGE EASEMENT
MPPE	DENOTES MULTI PURPOSE PATHWAY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IP	DENOTES IRON PIPE
IR	DENOTES IRON ROD
CM	DENOTES CONCRETE MONUMENT
DE	DENOTES DRAINAGE EASEMENT
IR&C	DENOTES 5/8" IRON ROD & CAP
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
PCP	DENOTES PERMANENT CONTROL POINT
No.	DENOTES NUMBER
P&D	DENOTES PARKER KALON NAIL AND DISK
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT
PUE	DENOTES PUBLIC UTILITY EASEMENT
WM	DENOTES WATER MANAGEMENT TRACT
R/W	DENOTES RIGHT-OF-WAY
C	DENOTES CHORD BEARING & DISTANCE
®	DENOTES PK NAIL & DISK PCP LB 4286
○	DENOTES 5/8" IR&C PRM LB 4286 UNLESS OTHERWISE NOTED

PREPARED IN THE OFFICE OF:
CULPEPPER & TERPENING, INC.
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
CERTIFICATION NO. LB 4286

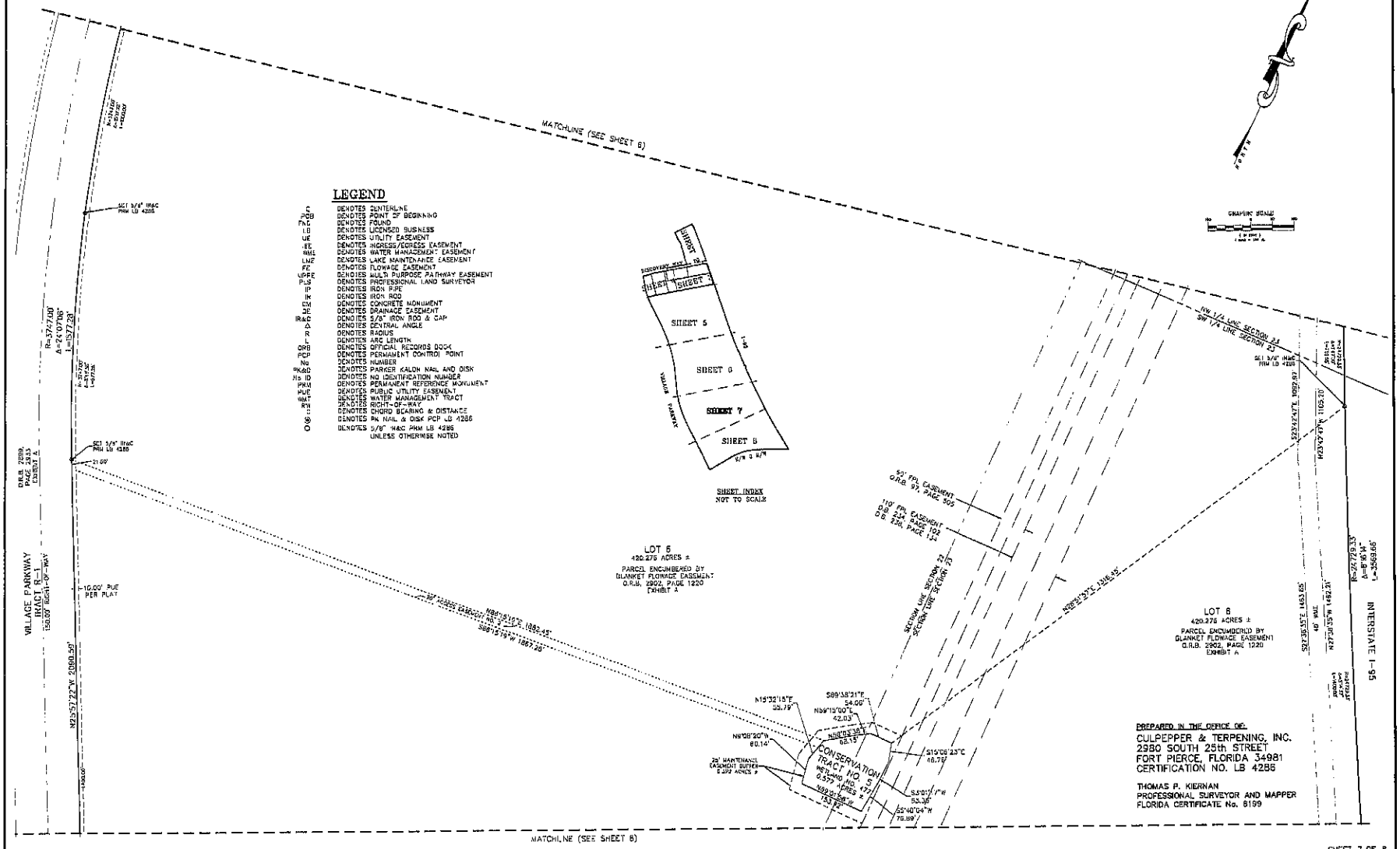
THOMAS P. KIERNAN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 6199

FILE NAME: 15-023-SOUTHERN-GROVE-PLAT-NO.14 S1T0

PLAT BOOK _____
PAGE _____

SOUTHERN GROVE PLAT NO. 14

BEING A REPLAT OF PARCEL 26 AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 3, RECORDED IN PLAT BOOK 61, PAGE 17, TOGETHER WITH OST-1, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 8, AS RECORDED IN PLAT BOOK 62, PAGE 29, TOGETHER WITH PARCEL 6, AS SHOWN ON THE PLAT OF SOUTHERN GROVE PLAT NO. 9, AS RECORDED IN PLAT BOOK 68, PAGE 16, LYING IN SECTIONS 15, 22, 23, 26 AND 27, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



SOUTHERN GROVE PLAT NO. 14

PLAT BOOK _____
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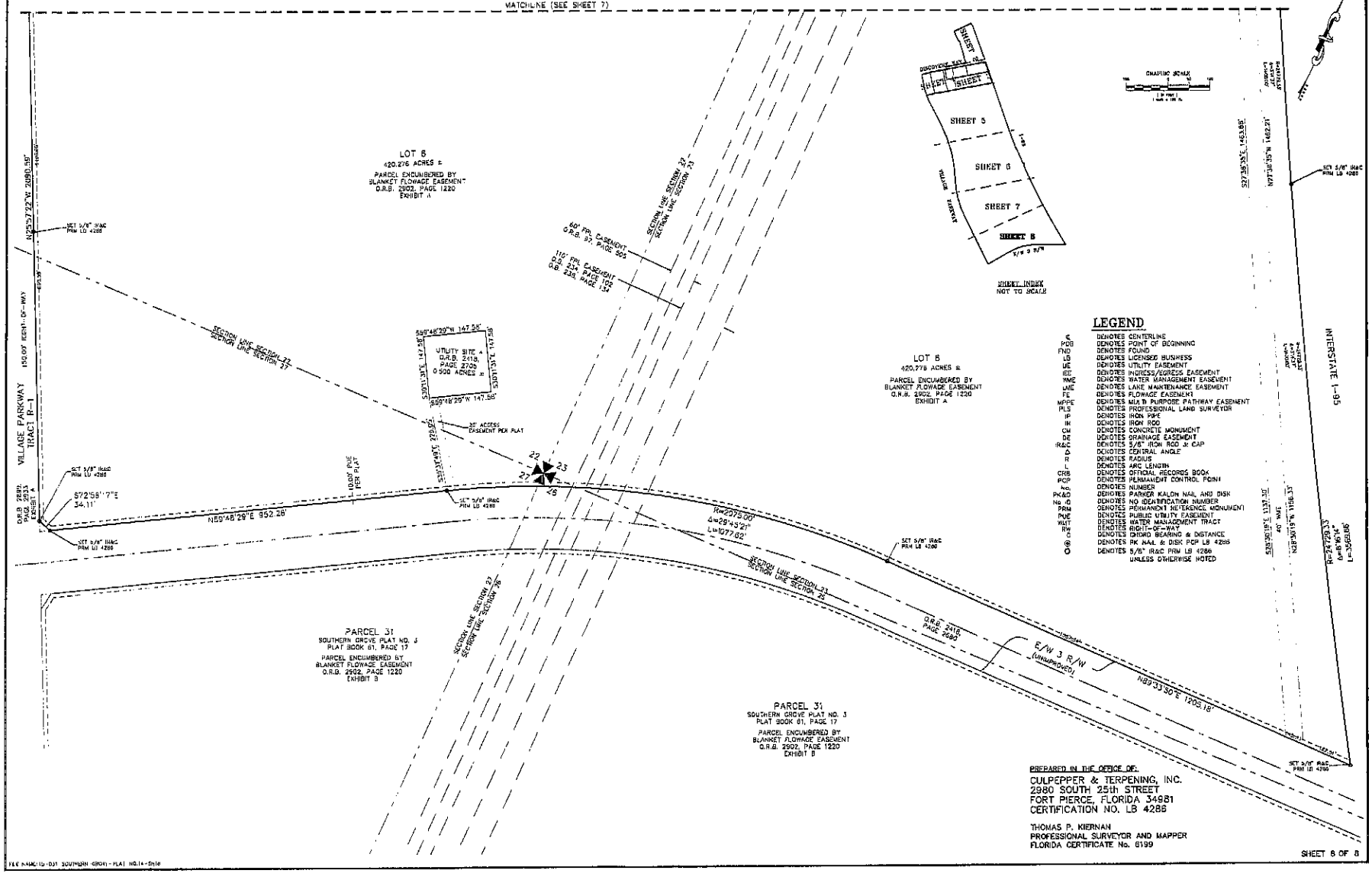


CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

AGENDA ITEM # 11B
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Pam E. Booker, City Attorney

FROM: Azlina Goldstein Siegel, Assistant City Attorney GS

Agenda Item: Resolution: Southern Grove Plat No. 14 – Accepting a Special Warranty Deed from Tradition Land Company for Relocated Utility Well Sites 2 and 3-A

Submittal Date: 12/1/2015 15-R113

STRATEGIC PLAN LINK: PLAN FOR THE CITY'S FUTURE

BACKGROUND: The background information associated with this resolution authorizing the acceptance of the Special Warranty Deed from Tradition Land Company, LLC, an Iowa limited liability company ("Tradition Land Company") conveying land for the relocation of Utility Sites 2 and 3-A is the same as the background information provided in the Council Agenda Memorandum dated November 16, 2015 concerning an ordinance authorizing the City to quit claim its interests in the "old" Utility Sites 2 and 3-A. The first reading of said ordinance, which is City Ordinance 15-88, was approved at the November 23, 2015 City Council Meeting. The final approval and adoption of Ordinance 15-88 will be presented to City Council at the December 7, 2015 City Council Meeting. As stated in the November 16, 2015 Council Agenda Memorandum concerning the proposed Southern Grove Plat No. 14, Utility Sites 2 and 3-A will be relocated and the approval of said plat together with the City's acceptance and recordation of the subject Special Warranty Deed will consummate the conveyance by Tradition Land Company to the City of fee title to the "new" utility sites. Further, the conveyance of the "new" Utility Sites 2 and 3-A is required prior to the City's recordation of a Quit Claim Deed relinquishing title to the "old" Utility Sites 2 and 3-A.

ANALYSIS: The purpose of the Resolution is to formally authorize the acceptance of the "new" and "relocated" Utility Sites 2 and 3-A. In anticipation of the City's approval of the subject resolution and the proposed Southern Grove Plat No. 14, Tradition Land Company has obtained satisfactions and releases of mortgage security documents so that the "new" and "relocated" Utility Sites 2 and 3-A can be conveyed free and clear of such encumbrances. Said instruments are recorded in Official Records Book 3811 at Page 1717 and Official Records Book 3811 at Page 1719 in the Public Records of St. Lucie County, Florida.

FINANCIAL INFORMATION: Tradition Land Company will be responsible for any and all costs associated with this conveyance.

LEGAL INFORMATION: The City's Legal Department worked with the Planning & Zoning Department and the Utility Systems Department on this matter. I have prepared the Resolution authorizing the acceptance of the Special Warranty Deed from Tradition Land Company for City Council's review and approval. In addition, said Resolution shall serve to authorize the City Manager, and his designees, to execute any documents related to the acceptance of this conveyance and to take all actions necessary to accomplish said acceptance of title. The Resolution and Special Warranty Deed was prepared and reviewed by Azlina Goldstein Siegel, Assistant City Attorney, and is approved as to form and legal sufficiency. Further, it is being requested that this resolution be processed as necessary so that it may be placed on the agenda for the December 7, 2015 Regular City Council Meeting due to the time sensitive nature of other real transactions that are related to this conveyance and the approval of the proposed Southern Grove Plat No. 14.

STAFF RECOMMENDATION: Acceptance of title to the "new" Utility Sites 2 and 3-A is recommended by the Planning & Zoning Department and the Utility Systems Department.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: Parcel 26 of Southern Grove Plat No. 3, OST-1 of Southern Grove Plat No. 8, and Parcel 6 of Southern Grove Plat No. 9.

ATTACHMENTS: Authorizing Resolution with Special Warranty Deed Exhibit

cc: Anne Cox, Assistant Director of Planning and Zoning
Laney Southerly, PE, Engineering Manager – Utility Systems Dept.

RECEIVED

DEC 03 2015

CITY MANAGER'S OFFICE

COUNCIL ITEM 11B
DATE 12/7/15

RESOLUTION 15-R113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ACCEPTING A SPECIAL WARRANTY DEED FROM TRADITION LAND COMPANY, LLC, AN IOWA LIMITED LIABILITY COMPANY, FOR UTILITY SITES 2 AND 3-A; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tradition Land Company, LLC, an Iowa limited liability company ("Tradition Land Company"), is the owner of certain real property consisting of approximately 514.063 acres that is located within the Southern Grove CRA;

WHEREAS, Tradition Land Company is proposing a subdivision plat under Project No. P-15-90, Southern Grove Plat No. 14, that will (i) create six lots and a tract for future development and a water management tract, (ii) relocate three utility well sites, and (iii) plat the extension of Discovery Way to the east as a private road;

WHEREAS, the development layout and plans being pursued under the proposed Southern Grove Plat No. 14 requires the relocation of Utility Sites 2 and 3-A that were previously conveyed to the City by Tradition Land Company's predecessor in title pursuant to that certain Special Warranty Deed dated November 21, 2005 and recorded in Official Records Book 2418 at Page 2705 of the Public Records of St. Lucie County, Florida; and

WHEREAS, Tradition Land Company has executed and presented to the City a Special Warranty Deed, which is included among the documents attached hereto as part of Composite Exhibit "A," conveying certain real property for the "relocated" and "new" Utility Sites 2 and 3-A; and

WHEREAS, it is in the best interest of the City to accept the Special Warranty Deed conveying the real property for the "new" Utility Sites 2 and 3-A, and by separate instrument, as duly authorized by the City Council, the City will relinquish title to the lands associated with the present locations of the subject utility sites; and

RESOLUTION 15-R113

WHEREAS, the purpose of this Resolution is to formally accept ownership of the real property, free and clear of any encumbrances, including the payment by Tradition Land Company of any real estate taxes attributable to that portion of property being conveyed to the City as described in said Special Warranty Deed.

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

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The Special Warranty Deed, together with the instruments that serve to release the property from any encumbrances of record, all of which are attached hereto and incorporated herein as Composite Exhibit "A," are hereby approved and accepted.

3. The City Manager, and his designees, are hereby authorized to execute any documents related to the acceptance of this conveyance and to take all actions necessary to accomplish said acceptance of title to the property free and clear of any encumbrances.

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 7th day of December, 2015.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM: By:_____
Pam E. Booker, City Attorney

COMPOSITE EXHIBIT "A"

(to Authorizing Resolution)

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4135152 11/24/2015 at 02:49 PM
OR BOOK 3811 PAGE 1717 - 1718 Doc Type: SM
RECORDING: $18.50

THIS DOCUMENT PREPARED BY &
AFTER RECORDING RETURN TO:

STEPHEN W. SNIVELY, ESQ.
HOLLAND & KNIGHT LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
407-425-8500

SATISFACTION AND GENERAL RELEASE OF
MORTGAGE SECURITY DOCUMENTS
(Book 3183 at Page 1105)

PSL ACQUISITIONS OPERATING, LLC, an Iowa limited liability company, the owner and holder of that certain Mortgage, Security Agreement and Fixture Filing given by TRADITION RESEARCH PARK, LLC to INVESTORS WARRANTY OF AMERICA, INC., an Iowa corporation, recorded March 29, 2010, in Official Records Book 3183, Page 1105; and Assignment of Leases and Rents, recorded March 29, 2010 in Official Records Book 3183, Page 1156; as assigned to PSL ACQUISITIONS OPERATING, LLC, an Iowa limited liability company by that certain Assignment of Mortgage and Other Loan Documents recorded November 9, 2010, in Official Records Book 3243, 2757, all among the Public Records of St. Lucie County, Florida (all of which are hereinafter collectively referred to as the "Mortgage Security Documents"), hereby acknowledges satisfaction of the Mortgage Security Documents, and surrenders the same as cancelled.

IN WITNESS WHEREOF, PSL ACQUISITIONS OPERATING, LLC., an Iowa limited liability company, has executed this Satisfaction and General Release of Mortgage Security Documents by its proper officer thereunto duly authorized on the date stated below.

PSL ACQUISITIONS OPERATING, LLC,
an Iowa limited liability company

By: _____
David C. Feltman, Manager

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by David C. Feltman as Manager of PSL ACQUISITIONS OPERATING, LLC, an Iowa limited liability company, on behalf of said limited liability company. He is personally known to me or produced a valid Iowa driver's license as identification.

Signature of Notary Public
Print Name: Dyana Watkins
Notary Public - State of Florida
My Commission Expires: April 5, 2019
Commission No: No. FF 216971

(NOTARY SEAL)

DYANA WATKINS
My Comm. Exp. Apr. 5, 2019
NO. FF 216971
NOTARY PUBLIC
STATE OF FLORIDA

#37836177_v1

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4135153 11/24/2015 at 02:49 PM
OR BOOK 3811 PAGE 1719 - 1720 Doc Type: SM
RECORDING: $18.50

THIS DOCUMENT PREPARED BY &
AFTER RECORDING RETURN TO:

STEPHEN W. SNIVELY, ESQ.
HOLLAND & KNIGHT LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
407-425-8500

SATISFACTION AND GENERAL RELEASE OF
MORTGAGE SECURITY DOCUMENTS
(Book 3183 at Page 1173)

PSL ACQUISITIONS OPERATING, LLC, an Iowa limited liability company, the owner and holder of that certain Mortgage, Security Agreement and Fixture Filing given by TRADITION RESEARCH PARK, LLC to INVESTORS WARRANTY OF AMERICA, INC., an Iowa corporation, recorded March 29, 2010, in Official Records Book 3183, Page 1173; and Assignment of Leases and Rents, recorded March 29, 2010 in Official Records Book 3183, Page 1225; as assigned to PSL ACQUISITIONS OPERATING, LLC by that certain Assignment of Mortgage and Other Loan Documents recorded November 9, 2010 in Official Records Book 3243, Page 2753, all among the Public Records of St. Lucie County, Florida (all of which are collectively hereinafter referred to as "Mortgage Security Documents"), hereby acknowledges satisfaction of the Mortgage Security Documents, and surrenders the same as cancelled.

IN WITNESS WHEREOF, PSL ACQUISITIONS OPERATING, LLC., an Iowa limited liability company, has executed this Satisfaction and General Release of Mortgage Security Documents by its proper officer thereunto duly authorized on the date stated above.

PSL ACQUISITIONS OPERATING, LLC,
an Iowa limited liability company

By: _____
David C. Feltman, Manager

STATE OF FLORIDA)
) ss:
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by David C. Feltman, as Manager of PSL ACQUISITIONS OPERATING, LLC, an Iowa limited liability company, on behalf of said limited liability company. He is personally known to me or produced a valid Iowa driver's license as identification.

Signature of Notary Public
Print Name: Dyana Watkins
Notary Public - State of Florida
My Commission Expires: April 5, 2019
Commission No: No. FF 216971

(NOTARY SEAL)

#37836364_v1

Prepared by and return to:
Azlina Goldstein Siegel, Assistant City Attorney
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this ____ day of _____, **2015** by and between **TRADITION LAND COMPANY, LLC, an Iowa limited liability company**, whose mailing address is 10489 SW Meeting Street, Port St. Lucie, Florida 34987 ("Grantor"), and **CITY OF PORT ST. LUCIE, a Florida municipal corporation**, whose mailing address is 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida, 34984 ("Grantee").

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, other business entities, trusts and trustees.)

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of **Ten Dollars and No Cents ($10.00),** and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and sell, alien, remise, release, convey and confirm unto to the said Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot(s), piece(s) or parcel(s) of land, situate, lying and being in the County of **St. Lucie,** State of **Florida,** to wit:

See Exhibit "A," attached hereto and incorporated herein (the "Property").

THE GRANTEE acknowledges and agrees that there may be deed restrictions, restrictive covenants and matters appearing on the plat, or common to the subdivision, or otherwise affecting the property. Grantee's acceptance of title to the property subject to such matters shall not be construed as a waiver of the Grantee's claim of exemption, as a governmental entity, from any cloud or encumbrance created by such matters pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982).

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 GRANTOR hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor. This conveyance is subject to taxes accruing subsequent to December 31, 2015, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Lon Martin
Witness

Print Name: Dyana Watkins
Witness

TRADITION LAND COMPANY, LLC, an Iowa limited liability company

By:
Name: David C. Feltman
Title: President

STATE OF FLORIDA)
) ss
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this this 3rd day of December, 2015, by David C. Feltman, as President of Tradition Land Company, LLC, an Iowa limited liability company, who is [X] personally known to me, or who has [ ] produced the following identification _____ to be the person who executed the foregoing instrument.

(Seal)

Dyana Watkins

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires April 05, 2019

NOTARY SEAL/STAMP

DYANA WATKINS
My Comm. Exp. Apr 5, 2019
NO. FF 214671
NOTARY PUBLIC
STATE OF FLORIDA

EXHIBIT

"A"

(the "Property")

See the attached Sketches and Legal Descriptions for Utility Sites 2 and 3-A

LEGAL DESCRIPTION

Being a utility site lying in a Portion of Parcel 26, according to the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Northeast corner of said Parcel 26; thence South 79°27'11" West, a distance of 2027.40 feet to a point of curve to the left having a radius of 5,570.00 feet, and a central angle of 00°38'11"; thence westerly along the arc, and along the Southerly right-of-way of E/W 1 R/W (a variable width right-of-way), a distance of 61.88 feet to the POINT OF BEGINNING of the following described parcel;

Thence South 13°30'27" East, a distance of 143.95 feet; thence South 76°29'33" West, a distance of 150.00 feet; thence North 13°30'27" West, a distance of 138.01 feet to the Southerly right-of-way of E/W 1 R/W and to an intersection with a non tangent curve concave to the south, having a radius of 5,560.00 feet, the chord of which bears North 77°21'35" East, 16.59 feet; thence easterly along the arc of said curve, a distance of 16.59 feet through a central angle of 00°10'15"; thence North 12°33'17" West, along the Southerly right-of-way of E/W 1 R/W, a distance of 10.00 feet to the intersection with a non tangent curve concave to the south, having a radius of 5,570.00 feet, the chord of which bears North 78°07'51" East, 133.30 feet; thence easterly along the arc of said curve, and along the Southerly right-of-way of E/W 1 R/W, a distance of 133.31 feet through a central angle of 01°22'16" to the POINT OF BEGINNING.

Containing 0.500 aces, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK,VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND/OR EASEMENTS OF RECORD.

12/1/15

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

DATE

Sheet 1 of 2

DESCRIPTION
OF
UTILITY SITE 2

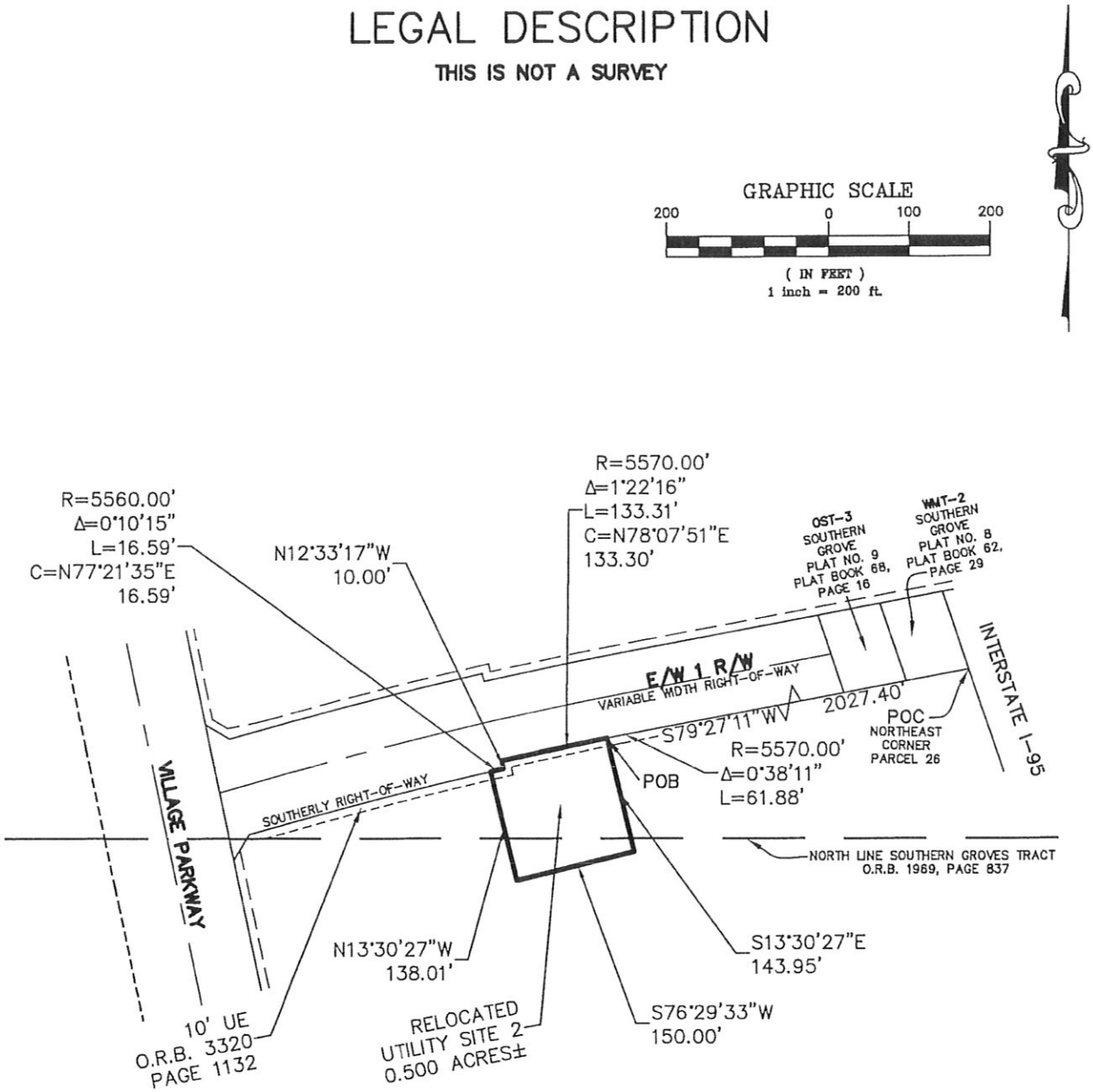
File: 15-031s&d site 2.dwg
Date: 10-23-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2015\15-031 keiser university\Plat\15-03s&d site 2.dwg, 12/1/2015 4:06:43 PM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



C = CHORD BEARING & DISTANCE
Δ = DELTA
R = RADIUS
L = ARC LENGTH
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY RIGHT-OF-WAY OF E/W 1 RW HAVING A BEARING OF S79°27'11"E

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF

UTILITY SITE 2

File: 15-031s&d site 2.dwg
Date: 10-23-2015

Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
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STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2015\15-031 keiser university\Plat\15-031s&d site 2.dwg, 12/1/2015 4:06:16 PM

LEGAL DESCRIPTION

Being a utility site lying in a Portion of Parcel 26, according to the plat of SOUTHERN GROVE PLAT NO. 3, as recorded in Plat Book 61, Page 17, Public Records of St. Lucie County, Florida, being more particularly described as follows;

Commence at the Northeast corner of said Parcel 26; thence South 79°27'11" West, a distance of 30.31 feet; thence South 18°47'20" East, a distance of 409.70 feet to the POINT OF BEGINNING of the following described parcel;

Thence continue South 18°47'20" East, a distance of 149.12 feet; thence South 79°27'11" West, a distance of 147.58 feet; thence North 18°47'20" West, a distance of 149.12 feet; thence North 79°27'11" East, a distance of 147.58 feet to the POINT OF BEGINNING.

Containing 0.500 aces, more or less.

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

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12/1/15

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

DATE

Sheet 1 of 2

DESCRIPTION
OF
UTILITY SITE 3-A

File: 15-031s&d site 3A.dwg
Date: 10-23-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
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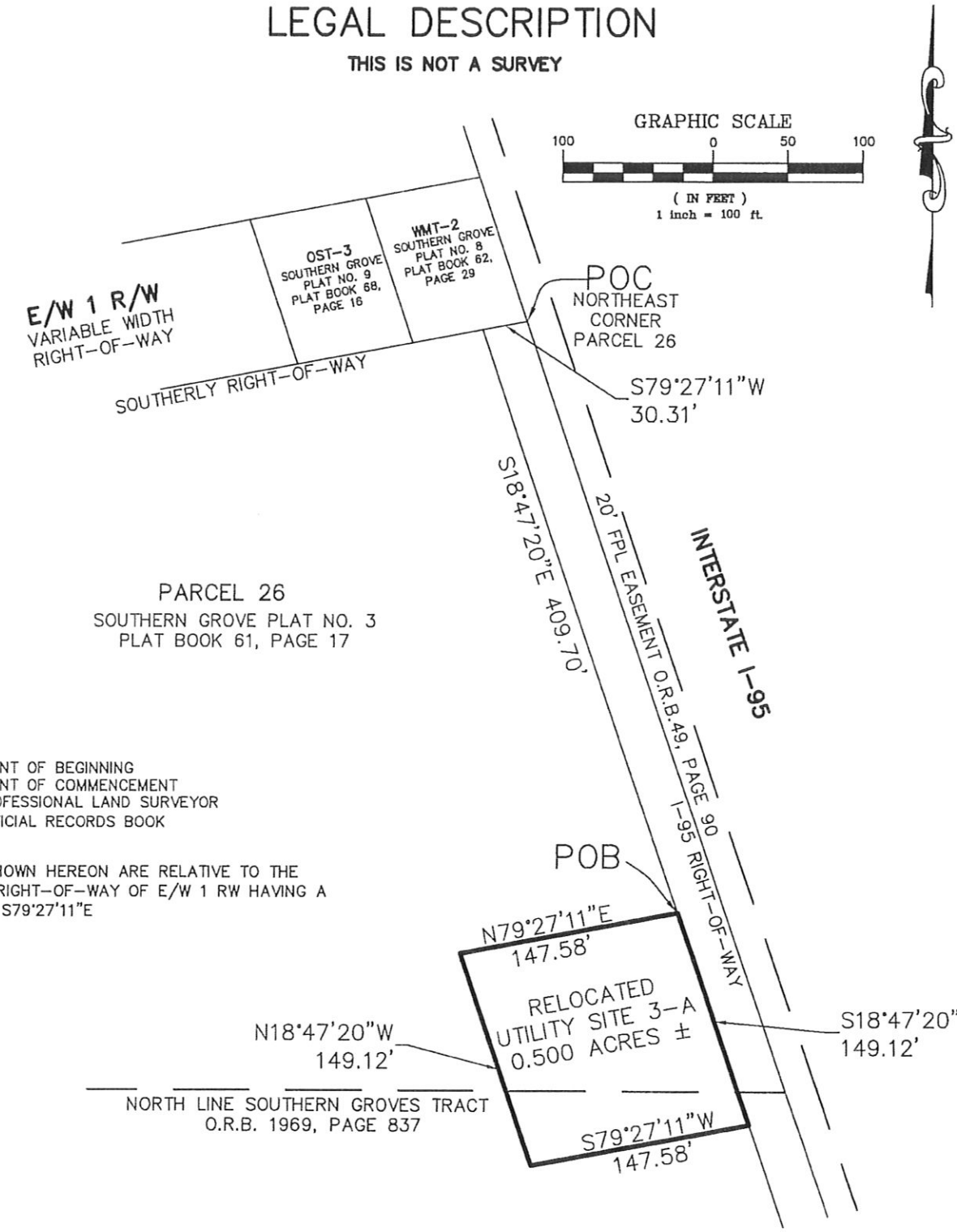
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2015\15-031 keiser university\Plat\15-031 s&d site 3a.dwg, 12/1/2015 4:07:13 PM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
O.R.B. = OFFICIAL RECORDS BOOK

BEARINGS SHOWN HEREON ARE RELATIVE TO THE SOUTHERLY RIGHT-OF-WAY OF E/W 1 RW HAVING A BEARING OF S79°27'11"E

Sheet 2 of 2

SKETCH OF DESCRIPTION

OF

UTILITY SITE 3-A

File: 15-031s&d site 3A.dwg
Date: 10-23-2015
Tech: GLM

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-220-3376 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

P:\Proj-2015\15-031 keiser university\Plat\15-031 s&d site 3a.dwg, 12/1/2015 4:07:36 PM

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 12/7/15

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Motion: Keiser University at Tradition Site Plan (P15-085)
Submittal Date:	11/25/2015

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth and Objective 4: Continue the development of Tradition Master Planned Community of the Strategic Plan.

BACKGROUND: The proposed project is to construct a 75,400 square foot building for a university.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

STAFF RECOMMENDATION: The Site Plan Review Committee recommended approval of the site plan on August 12, 2015.

PRESENTATION INFORMATION: Staff may provide a short presentation.

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: The property is located south of SW Discovery Way and west of Interstate 95, east of Village Parkway, and north and south of Discovery Way. See attached maps.

ATTACHMENTS: Application and site plan.

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

TO: **CITY COUNCIL - MEETING OF DECEMBER 7, 2015**

FROM: **ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING** AC

RE: **MAJOR SITE PLAN APPLICATION (P15-085)**
KEISER UNIVERSITY AT TRADITION

DATE: **NOVEMBER 25, 2015**

APPLICANT: Keenan Development Group, Inc.

OWNER: Tradition Land Company, LLC

LOCATION: The property is located south of SW Discovery Way and west of Interstate 95.

LEGAL DESCRIPTION: A portion of Parcel 26, Southern Grove Plat No. 3 (Lot 1 of the proposed Southern Grove Plat No. 14)

SIZE: The property is 7.33 acres in size.

EXISTING ZONING: Tradition Commerce Park North at Southern Grove MPUD

EXISTING USE: Vacant land

SURROUNDING USES: A research and development building is located to the north; Interstate 95 is located to the east; and there is vacant property to the south and east.

PROPOSED PROJECT: The proposed project is to construct a 75,400 square foot building for a university.

CONCURRENCY REVIEW:

The project has been reviewed for compliance with Chapter 160, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The City of Port St. Lucie Utilities will provide sewer and water service. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The applicant has provided a traffic statement which indicates that the project will generate approximately 970 average daily trips and 154 pm peak hour trips on the roads adjacent to the project. A cumulative calculation of the trip generation of all development approvals is included in the Southern Grove DRI biennial reports in order to determine the triggering of any transportation conditions. The existing sidewalk located on the south side of Discovery Way to the west will be extended to and along the frontage of the property.

Parks/Open Space: Per the Tradition Commerce Park North at Southern Grove MPUD the project is required to provide 2,614 square feet of useable open space. The space will be provided in the southeast corner of the project with amenities.

Stormwater: 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.

Public School Concurrency Analysis: Not applicable.

ZONING REVIEW:

The project has been reviewed for compliance with the requirements of Chapter 158, Zoning Code and documented as follows:

Use: The property is located within the Employment Center Area of the MPUD. A university is a permitted uses within the MPUD.

Building Height: The height of the building is proposed to be 45 feet. The maximum building height allowed by the MPUD is 100 feet.

Setbacks: The front, side and rear yard setbacks are in conformance with the requirements of the MPUD.

Parking: The site is required to have 453 parking spaces and 525 are being provided.

Dumpster Enclosure: The site plan includes a dumpster enclosure (12' X 25') allowing foe both general and recyclable refuse.

Architectural Design Standards: The site plan has been approved by the Tradition Design Review Committee.

NATURAL RESOURCE PROTECTION REVIEW:

The project has been reviewed for compliance with the requirements of Chapter 157, Natural Resource Protection Code and the Southern Grove DRI development order documented as follows:

Native Habitat Preservation: The site has been previously cleared and consists of improved pasture.

Wildlife Protection: A gopher tortoise survey is required prior to clearing the property.

OTHER:

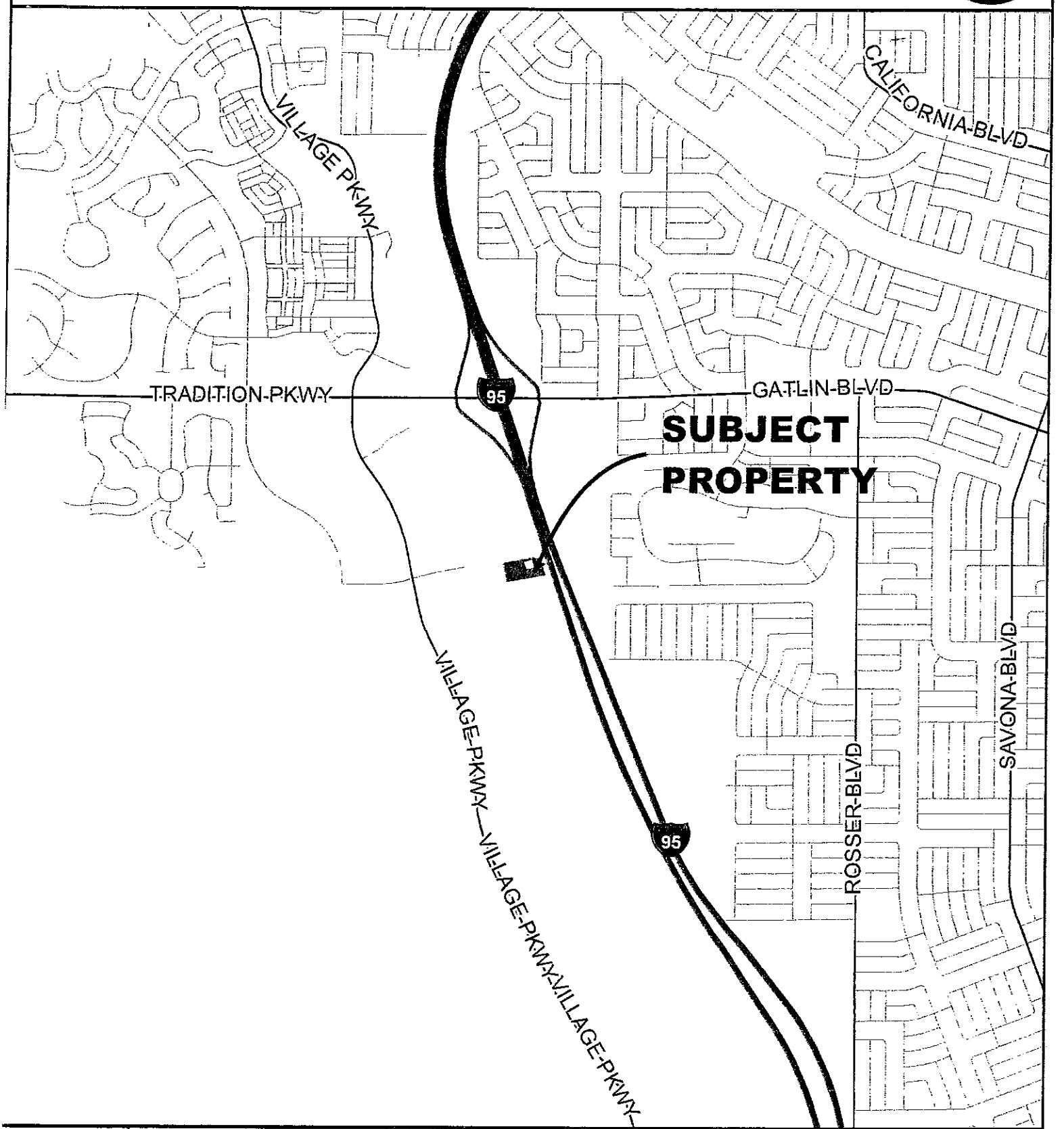
Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Public Art: The applicant is proposing to provide public art within the lobby of the building. Please see the attached information.

STAFF RECOMMENDATION:

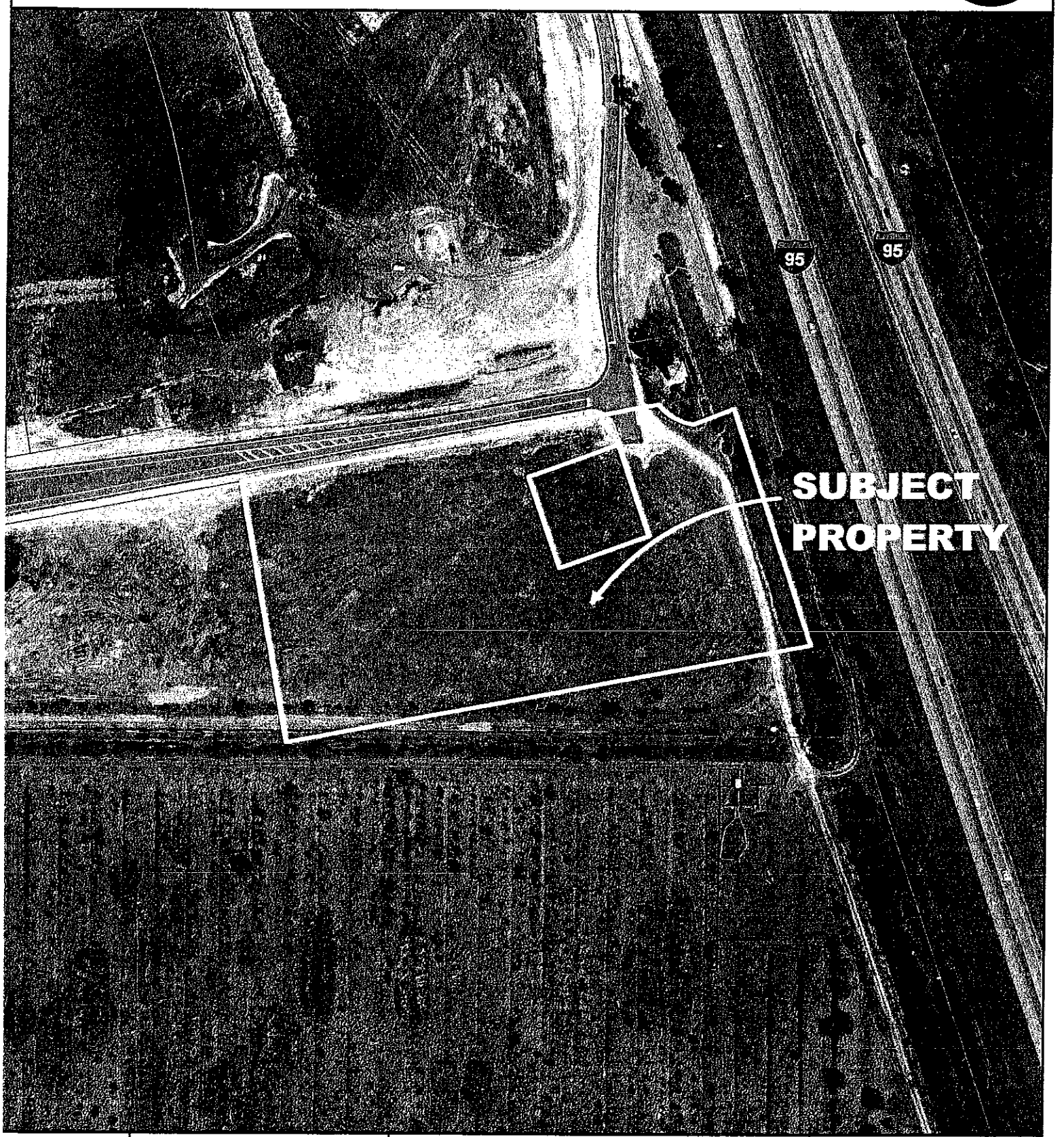
The Site Plan Review Committee recommended approval for the project on August 12, 2015.

GENERAL LOCATION



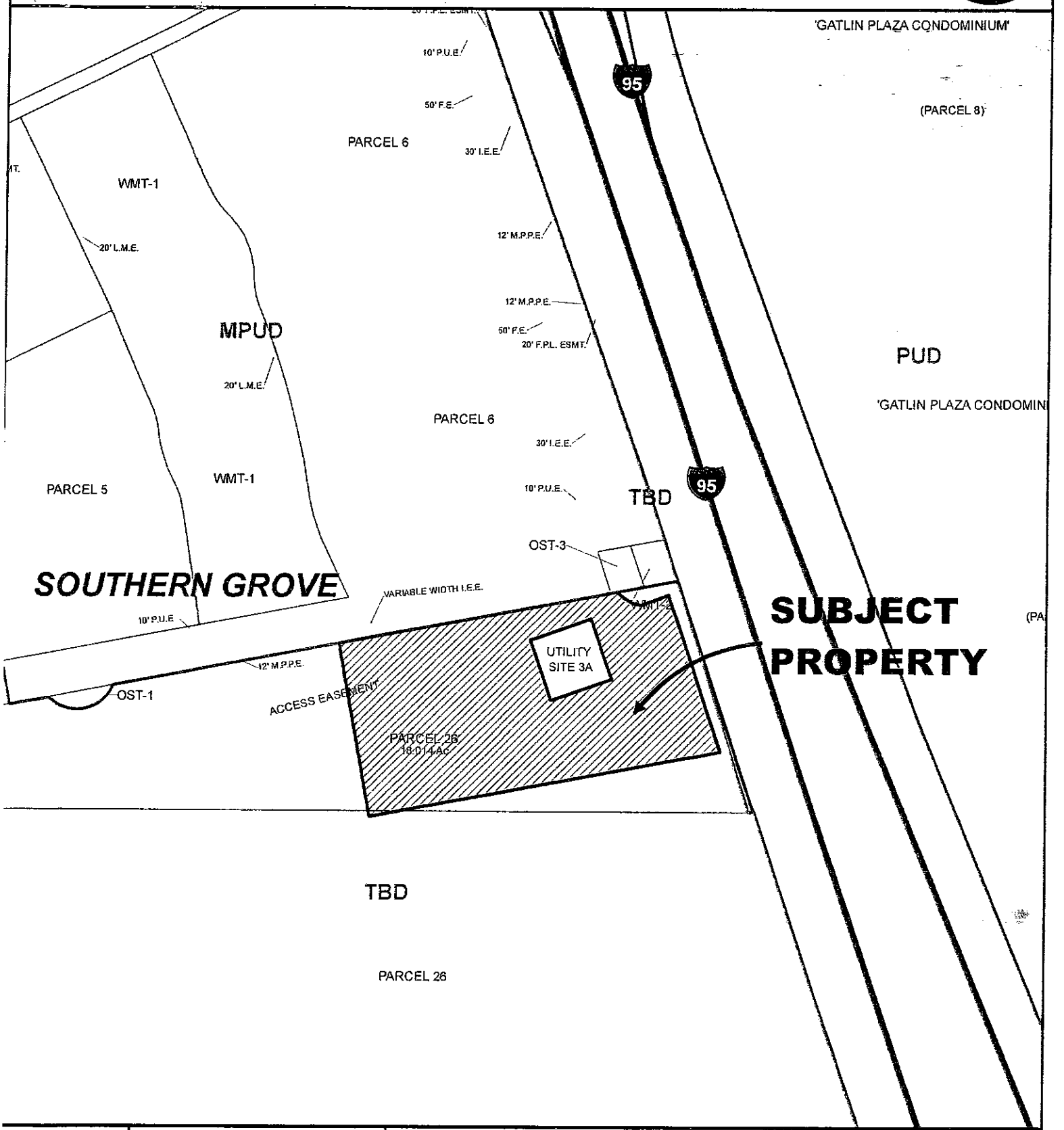
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN SOUTHERN GROVE - KEISER UNIVERSITY SOUTHERN GROVE PLAT NO: 26	DATE: 10/27/2015 APPLICATION NUMBER: P15-085 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



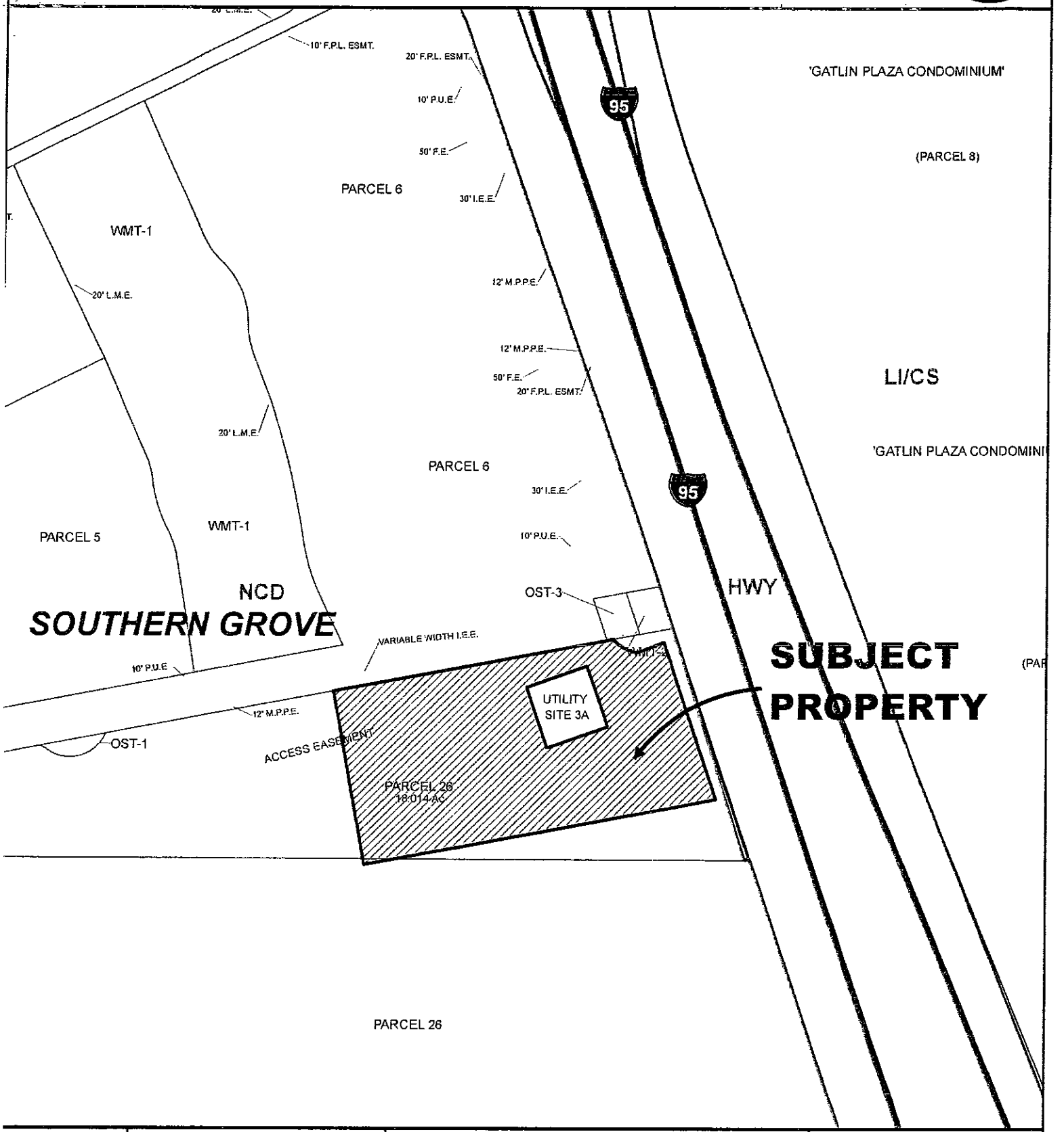
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN SOUTHERN GROVE - KEISER UNIVERSITY SOUTHERN GROVE PLAT NO: 26 AERIAL DATE 2014	DATE: 10/27/2015 APPLICATION NUMBER: P15-085 USER: patricias SCALE: 1 in = 200 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN SOUTHERN GROVE - KEISER UNIVERSITY SOUTHERN GROVE PLAT NO: 26	DATE: 10/27/2015 APPLICATION NUMBER: P15-085 USER: patricias SCALE: 1 in = 300 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SITE PLAN SOUTHERN GROVE - KEISER UNIVERSITY SOUTHERN GROVE PLAT NO: 26	DATE: 10/27/2015	
		APPLICATION NUMBER: P15-085	
		USER: patricias	
		SCALE: 1 in = 300 ft	

APPLICATION FOR SITE PLAN REVIEW

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. P15-085
Fees (Nonrefundable) $ 11,308.00 Arch.: $
Receipt #'s: 44497

PRIMARY CONTACT EMAIL ADDRESS: smatthes@ct-eng.com

PROJECT NAME: Keenan Development @ Tradition (Keiser University)

LEGAL DESCRIPTION: Refer to Boundary Survey

LOCATION OF PROJECT SITE: West of I95, East of SW Village Parkway, South of Discovery Way

PROPERTY TAX I.D. NUMBER: 4315-700-027-000-3, 4315-700-0027-010-6

STATEMENT DESCRIBING IN DETAIL: Institutional development

THE CHARACTER AND INTENDED USE OF THE DEVELOPMENT: University Complex

GROSS SQ. FT. OF STRUCTURE (S): 75,400 sf
NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: NA

UTILITIES & SUPPLIER: PSLUSD, City Gas, Tradition Water IQ, FPL, Hometown Cable

GROSS ACREAGE & SQ. FT. OF SITE: 7.33 ac **ESTIMATED NO. EMPLOYEES:

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: TBD - pending MPUD

OWNER(S) OF PROPERTY:
Name, Address, Telephone & Fax No.: Tradition Land Company, LLC
4333 Edgewood Road NE, Cedar Rapids, IA 52499
772-340-3500 P 772-340-3718 F

APPLICANT OR ~~AGENT~~ OF OWNER:
Name, Address, Telephone & Fax No.: Keenan Development Group, Inc. c/o Bill Keenan
1900 W Commercial Blvd., Suite 200, Ft. Lauderdale, FL 33309
954-776-5700 P

PROJECT ~~ARCHITECT~~/ENGINEER:
(Firm, Engineer Of Record, Florida Registration No., Contact Person, Address, Phone & Fax No.)
Stefan K. Matthes, PE #38723
Culpepper & Terpening, Inc.
2980 South 25th St., Fort Pierce, FL 34981
772-464-3537 P 772-464-9497 F

RECEIVED
MAY - 6 2015
PLANNING & ZONING DEPARTMENT
PORT ST. LUCIE, FL

- I hereby authorize the above listed agent to represent me. I grant the planning department permission to access the property for inspection.
- I fully understand that prior to the issuance of a building permit and the commencement of any development, all plans and detail plans must be reviewed and approved by the City pursuant to Sections 158.237 through 158.245, inclusive, of the zoning ordinance.

***When a corporation submits an application, it must be signed by an officer of the corporation.** Corporation signatures must be accompanied with an approved resolution authorizing the individual to sign such applications.

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
	DAVID C. FELTMAN	Manager	5/4/2015

TRADITION

Your Kind of Town!

April 28, 2015

TO: City of Port St. Lucie;
St. Lucie County Fire District;
Southern Grove Community Development District;
Tradition Design Review Committee;
Tradition Irrigation Company;
South Florida Water Management District; and
Florida Department of Environmental Protection

RE: Keenan Development @ Tradition – Site Plan & Construction Plan

On behalf of **Tradition Land Company, LLC,** we hereby authorize ***Culpepper & Terpening, Inc.*** to act as our ***Agent*** and ***Keenan Development Group, LLC*** as the ***Applicant*** relative to agency approvals and permits for the above referenced property and project.

Tradition Land Company, LLC

By:	David Feltman	Manager	5/4/15
Signature	Print name	Title	Date

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th **day of** MAY, **2015 by David Feltman, as Manager of Tradition Land Company, LLC, a Florida limited liability company, who is personally known to me or provided** _____ **as identification.**

[Notary Seal or Stamp]

DIANA GARRAND
MY COMMISSION EXPIRES
November 22, 2018
#FF 164451
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public-State of Florida
Print Name: DIANA GARRAND
My Commission Expires: 11-22-18

9333 Edgewood Road N.E. • Cedar Rapids, Iowa 52499-5554
(319) 355-2304•

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS

RECEIVED
NOV 04 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

C&T Project No.: 15-031.100
File: PSL P&Z
Sender's Email: pferland@ct-eng.com

October 29, 2015

VIA: ***Hand Delivery***

Ms. Ann Cox, AICP,
Assistant Director of Planning and Zoning
City of Port St. Lucie - Planning & Zoning Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Keenan Development @ Tradition (Keiser University)-Site Plan
Public Art Requirement – Additional Information

Dear Ms. Cox:

As stated in the original application, Keenan Development Group, wishes to meet the City's Public Art requirement for the Keiser University project by providing "Artwork on Site". Keenan Development will engage Romero Britto to provide both a custom sculpture and canvas paintings to meet the requirement. Please find the following documents that will constitute their submittal regarding the proposed art work which will be placed within the main lobby of the Keiser University:

- Update Public Art Checklist
- Proposal to Keenan Development Group from Britto
- Biography of Mr. Romero Britto

We trust that this submittal is as required to meet the City's Public Art requirement.

As always, should you have any questions, please do not hesitate to contact me at (772)464-3537 or via the Email address referenced above.

Sincerely,

CULPEPPER & TERPENING, INC.

Stefan K. Matthes, P.E.
Senior Vice President

Enclosures: As listed above

Cc: Bill Keenan
Wes McCurry

C:\Users\smatthes\AppData\Local\Temp\15-031.100 Keiser University, PSL P&Z Cox, Public Art and Artist submitta_919772\15-031.100 Keiser University, PSL P&Z Cox, Public Art and Artist s.docx

PUBLIC ART REQUIREMENT CHECKLIST
January 8, 2012

Project Name: Keenan Development @ Tradition

Project Number: P 15 - 085 **New Submittal:** ✓ **Re-submittal:** ☐ (check one)

Applicant is required to submit the public art requirement package to the Planning & Zoning Department with the site plan package. The package will be distributed to the Public Art Advisory Board (PAAB) and scheduled for their next meeting. PAAB meetings are the 2nd (second) Tuesday of every month and the applicant is strongly encouraged to attend. If any items are incomplete or missing, it may delay review of the application by the PAAB. Other drawings or information may be required, if deemed necessary, upon review by the PAAB. The Public Art Requirement approval must be obtained prior to the site plan being scheduled for City Council.

Description of Item to be provided: (Twelve copies of all items collated into sets)

✓	**Completed Public Art Requirement Checklist:** One original, completed and signed by applicant.
✓	**Copy of Site Plan Application and Proposed Site Plan**
✓	**Cover Letter:** Describe to the PAAB your proposal to meet the Public Art Requirements. Please be as descriptive as possible.
N/A	**Written Response to Comments:** For resubmittals only.
✓	**Calculation of Public Art Requirement Value:** Applicant must provide cost estimate for proposed improvements which include building, site improvements such as paving, drainage and parking (civil), landscape, and site lighting. Complete Public Art Requirement Value Calculation section of this application and attach supportive cost estimates from licensed professionals within each discipline.
1	**Proposed Public Art Requirement Method:** Identify which method you are choosing to meet the requirement by placing the number in the box to the left. 1. Artwork On Site 2. Art Donated to the City of Port St. Lucie 3. Payment of Fee in Lieu of Artwork On Site
✓	**Public Art Requirement Proposal:** Submit the appropriate supportive information to clearly communicate the proposal and to assist the PAAB in evaluation of the proposed Public Art. ART ON SITE: Complete "Artwork Proposal and Specifications" Section of Application. ENHANCED ARCHITECTURE: Provide proposed elevations clearly showing enhanced elements above minimum architectural requirements. ENHANCED LANDSCAPE: Provide proposed plan and elevation views clearly showing 'enhanced elements' above minimum landscape requirements. Applicant must clearly demonstrate a unique and identifiable element or space which is definable apart from the minimum landscape or site design requirements.

CALCULATION OF PUBLIC ART REQUIREMENT VALUE:

Building Costs (Vertical construction estimate)	$ 7,917,000
Civil Costs (Paving, Drainage, Parking)	$ 1,370,000
Landscape Costs	$ 190,000
Site Lighting Costs	$ 50,000
TOTAL ESTIMATED COSTS:	$ 9,527,000
Public Art Requirement Value: (Total to be Calculated by the Planning & Zoning Department)	**$**

(Maximum Public Art Requirement Value is $50,000.00.)

ARTWORK PROPOSAL AND SPECIFICATIONS:

1. Artwork & Artist Information:
   - Artwork Title: Romero Britto Artwork
   - Artwork Site: Lobby Keiser University Port St. Lucie/New Building
   - Artwork Material: Aluminum & acrylic urethane & Canvas
   - Artwork Dimensions: Scultpture Approx.79"Hx18"Wx18"D / Canvas TBD (See Proposal)
   - Artist Name: Romero Britto
   - Address: _____
   - City, State Zip: _____
   - Telephone: _____
   - Website: _____

2. Artwork Description: Custom sculpture and Fine Art Prints

3. Siting: TBD

4. Materials with Specifications: sculpture and pedestal base/aluminum & acrylic urethane/Canvas Materials

5. Fabrication and Installation Procedures: TBD

6. Yearly Maintenance and Conservation Plan: TBD

7. Examples of artist's work or related pieces: See proposal attached

I acknowledge (as applicant/owners representative) that The Public Art Requirement approval must be obtained prior to the site plan being scheduled for City Council. I have provided all required checklist items and the estimates used to calculate the Public Art Requirement Value are accurate to the best of my knowledge.

Applicant's Signature	Printed Applicant Name: STEFAN MATTHES	Date: 10/28/15

October 27, 2015

Hello Chantal,

Thank you once again to Keenan Development Group for considering Romero Britto for your upcoming project with Keiser University. The proposal for consideration below includes a series of quickly designed ideas to comply with your time constraints for presentation to the city and can be modified or changed as needed.

The overall plan for the lobby includes several artworks installed the walls. Presented are a combination of traditional Britto artwork and those that are motivational words which fall in line with both Keiser's and Britto's philosophies. Also included are quick renderings for a mid-lobby sculpture. Britto here attempted to appeal to Keiser's brand identity with a flourish of Britto style.

I have separately attached Britto's resume: Biography and list of projects and exhibitions as well as several recent articles. Just this week, Coca-Cola Brazil announced they will be creating a special edition 'Britto' coke bottle to celebrate the 2016 Olympics! A complete press kit can be provided if necessary on Britto's achievements.

We look forward to working with you and broadening our relationship with both Keiser University and Keenan Development.

Best regards,

Tammy

Tammy R. Kleinman
Senior Art Consultant
Britto Central Inc.
818 Lincoln Road
Miami Beach, FL 33139
Gallery: 305.531.8821
Direct: 954.806.2589
E: tammy@britto.com
www.britto.com

Any artwork in part or in its entirety, created by Romero Britto and contained in this document is wholly and exclusively owned and copyrighted by Britto Central Inc. Unauthorized and inappropriate reproduction in any manner is illegal and will be subject to lawful prosecution.

October 27, 2015

Attn: Chantal Hogue
Vice-President of Administration & Operations
Keenan Development Group
Website: www.keenandev.com
1900 W. Commercial Blvd.
Suite #200
Fort Lauderdale, FL 33309

Project Name: Keiser Port St Lucie

Britto Central Inc presents the following proposal exclusively to Keenan Development Group for the commission and purchase of several works of art by artist Romero Britto.

#1 Description of Art:
Custom sculpture
Subject: TBD
Quantity: 1
Dimensions: sculpture and pedestal base
Medium: aluminum & acrylic urethane
Cost: $35,000

#2 Description of Art:
Fine Art Prints
Subject: TDB
Quantity: 5 pieces
Dimensions: TBD
Medium: canvas
Cost: $15,000 total

Britto Central is proud to present this proposal for your review and consideration. This proposal is intended exclusively for the client named above. This quote is valid for the next 90 days, includes the creation of the all artworks in its entirety and will require the completion of a formal 'Commission Agreement.' Delivery, installation and permitting are separate and the responsibility of the client. The Artist will provide complete renderings of each artwork for the Client's approval prior to beginning production. The Artist requires a minimum of 9 months from payment in full to complete the Project.

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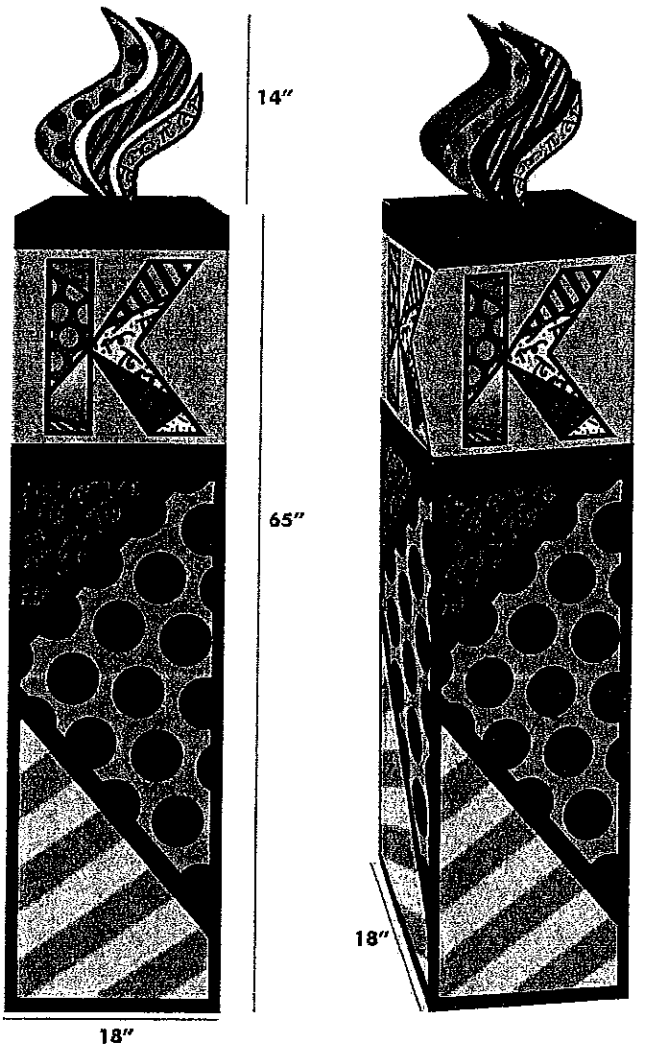
October 27, 2015

#1 Custom Sculpture commission options: A & B

BRITTO



A.

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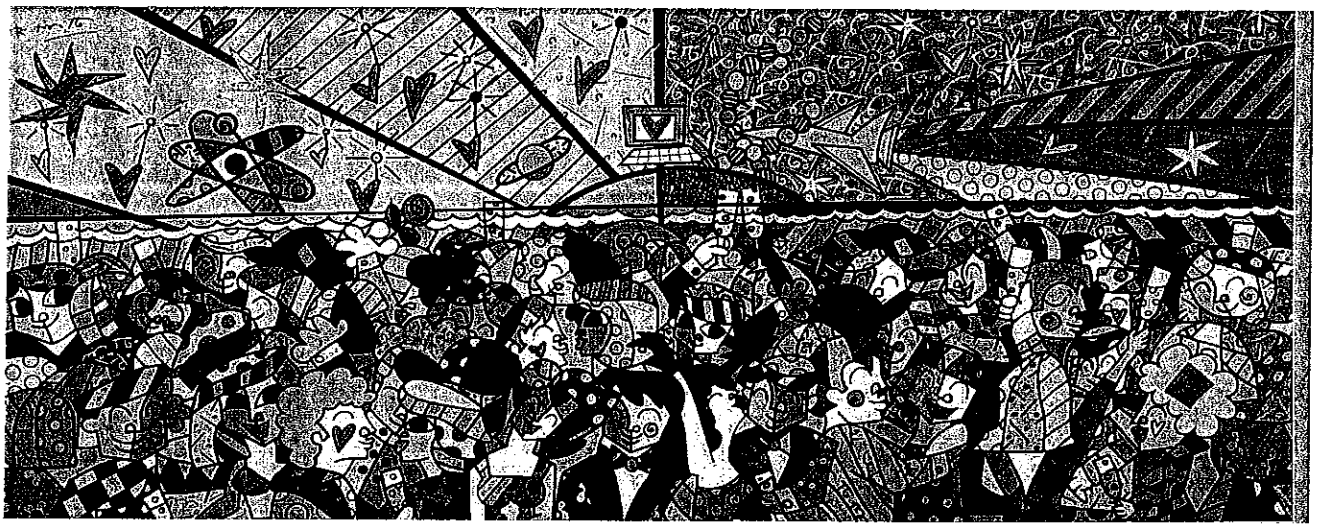
October 27, 2015

#2 Fine Art Print options: A-G

A.



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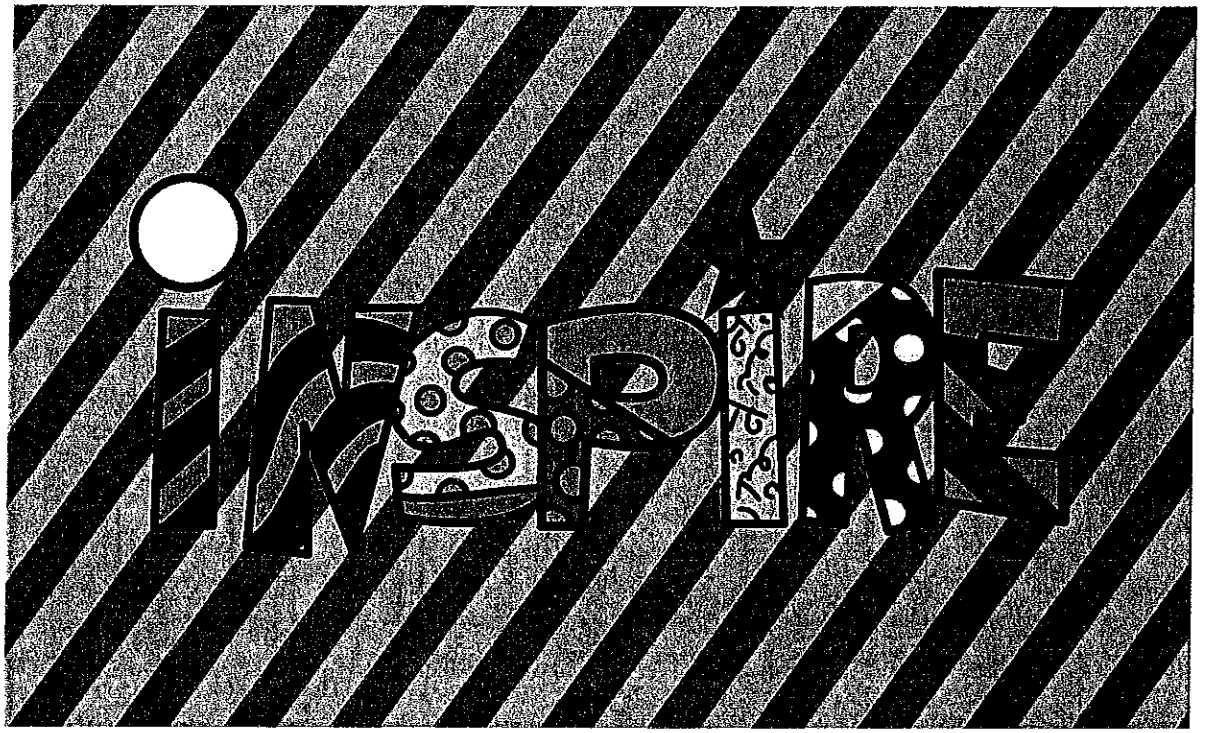
October 27, 2015

B.



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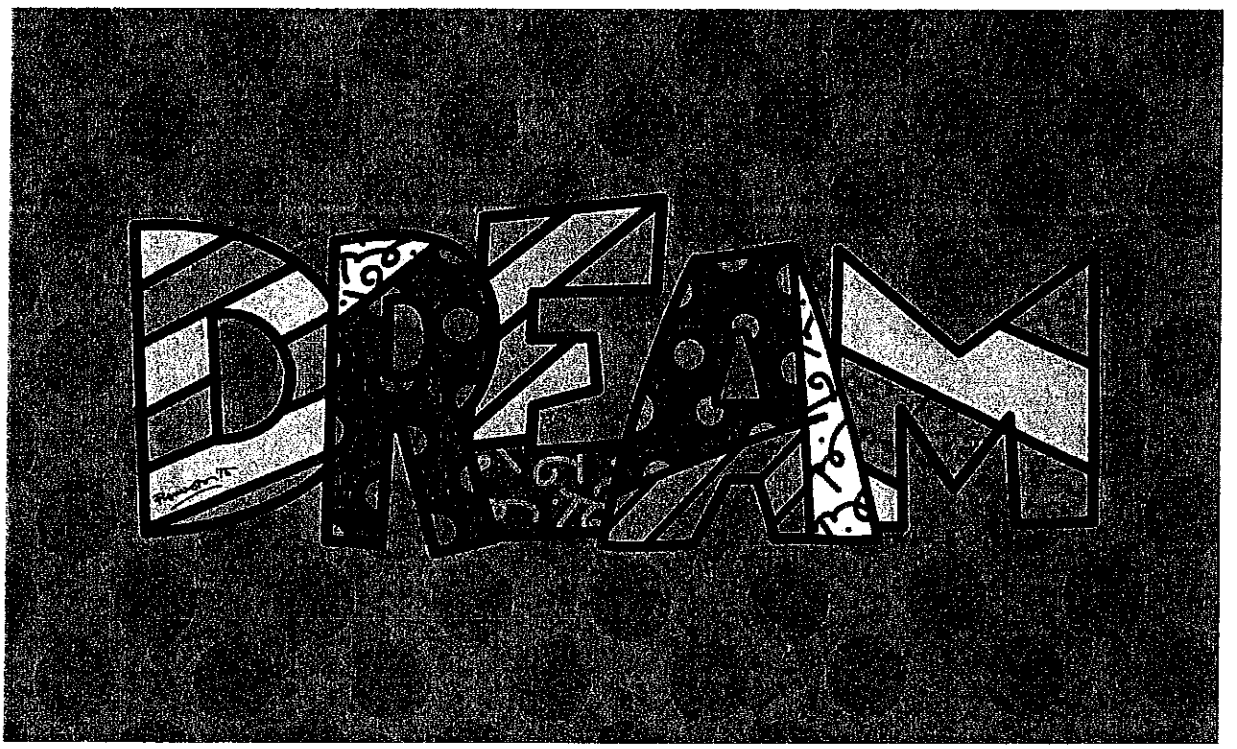

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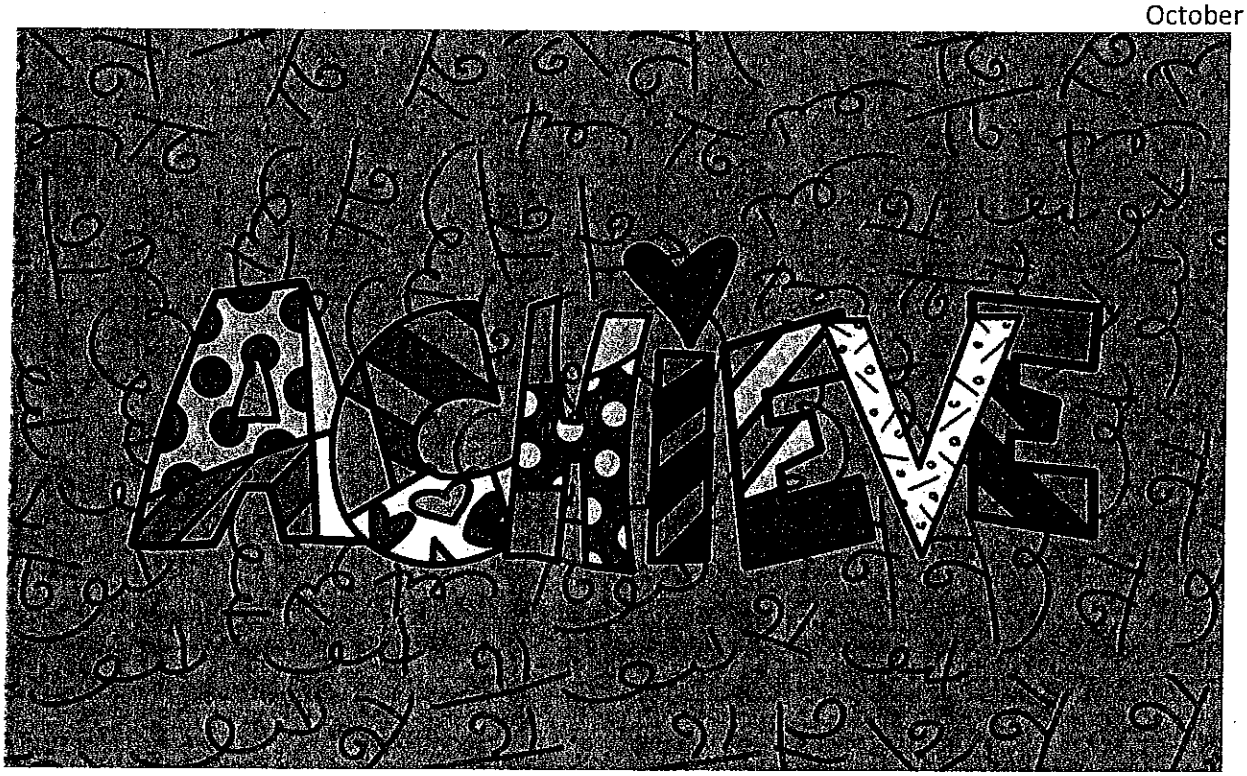
October 27, 2015

D. 

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E.

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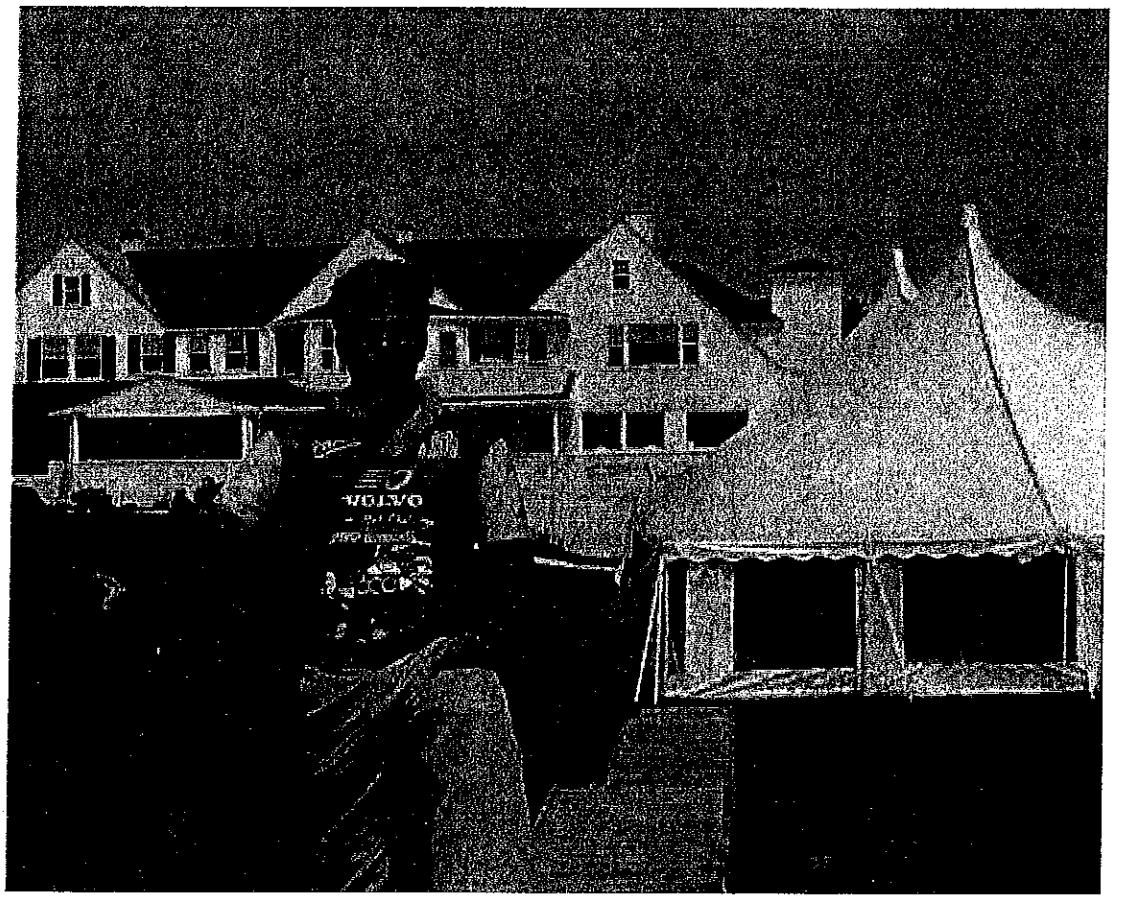

Internationally renowned pop artist Romero Britto uses vibrant colors and bold patterns as a visual language of hope and happiness, reflecting his optimistic faith in the world around him. Born in Recife, Brazil in 1963, Britto lived an extremely modest lifestyle while growing up amongst eight brothers and sisters. However, his innate creativity allowed Britto to fill his life with images of a bigger and more beautiful world beyond his own. Self-taught at an early age, he painted what he saw and what he imagined on surfaces such as newspapers, cardboard or any scraps that he could find. With an inordinate passion to excel, he prospered academically. Still, Britto's artistic nature eventually led him to seek experiences outside the classroom. In 1983, Britto traveled to Paris where he was introduced to the works of Matisse and Picasso. After exhibiting in a few galleries and private shows, Britto was encouraged to travel to the United States where Pop Art was flourishing. Britto moved to Miami and set up a studio open to the public. With an unshakable resolve and belief in his art, Britto spent the next few years exhibiting and attracting the attention of many. In 1988, he was selected alongside Andy Warhol and Keith Haring for Absolut Vodka's "Absolut Art" campaign. He combined influences from cubism with pop to create an iconic style that The New York Times described "exudes warmth, optimism and love." His work has been exhibited in galleries and museums in over 100 countries, including the Salon de la Societe Nationale des Beaux Arts exhibition at the Carrousel du Louvre in 2008 and 2010.

As well, in December 2013, Maria Elena and Carlos Slim Domit invited Britto to be the first living artist to exhibit at Museo Soumaya. He has created public art installations for the O2 Dome (Berlin), John F. Kennedy Airport (New York), Cirque Du Soleil at Super Bowl XLI, and has been credited with the largest monumental sculpture in Hyde Park (London) history. He served as an official artist for the 2010 World Cup and was recently appointed Ambassador to the 2014 FIFA World Cup Brazil. Britto's pop sensibility has since leant itself to many collaborations with such brands as Audi, Bentley, Coca-Cola, Disney, Evian, Hublot, Mattel, and Technomarine to name a few. Romero Britto's art appeals to all!

Romero Britto is an artistic activist for charitable organizations worldwide and most of all an artist who believes "art is too important not to share." He serves as a benefactor, donating time, art and resources to over 250 charitable organizations and on several boards such as Best Buddies International, and St. Jude's Children's Research Hospital. Britto was named an inaugural founding benefactor of the Harvard International Negotiation Program by Daniel Shapiro, a program that seeks peaceful resolution to modern conflict. Not a silent advocate, Britto has been selected several times to be a speaker for the arts at the World Economic Forum in Davos, Switzerland. A firm believer in the role of an artist as an agent of positive change, Romero Britto is committed to developing and supporting the powerful role art plays in world issues.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 12/7/15

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Patricia J. Selmer, Community Services

Agenda Item: Motion: Submission and Approval of Affordable Housing Advisory Committee Report

Submittal Date: 11/20/2015

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Vision 2028 which offers stable neighborhoods with quality housing choices

BACKGROUND: An Affordable Housing Advisory Committee (AHAC) is required to be appointed by the governing board of each local jurisdiction receiving State Housing Initiatives Partnership (SHIP) funding pursuant to Section 420.9076. The purpose of the AHAC is to provide recommendations for strategies to reduce regulatory barriers to developing affordable housing in the community. The statute requires that the recommendations be presented to the local governing body, which must amend the Local Housing Assistance Plan (LHAP) to incorporate Local Housing Incentive Strategies. These strategies must be adopted within one year of adopting the LHAP. Every three years, the jurisdiction's AHAC must review the housing incentive strategies in the Local Housing Assistance Plan to ensure that those strategies are being implemented and to recommend, if necessary, any additional incentives that may prove to be beneficial to affordable housing.

The City's AHAC was created by Ordinance 08-42 and the original committee members were appointed in Resolution 08-45. The Committee reviewed all incentives, made recommendations at its meeting on February 23, 2009, and was subsequently disbanded. The committee was reestablished by Resolution 11-R66, reviewed the incentives that had been recommended in 2008, without change, and disbanded. The current committee was reestablished in Resolution 15-R80, copy attached.

ANALYSIS: The 2015 AHAC's meetings have been convened twice monthly since October 1, 2015. The committee has been discussing the eleven required affordable housing initiatives listed in the attached report and ranging from expedited permitting to development of affordable housing near major transportation corridors. They also included discussion of affordable land use components in future land use amendments as part of the review of affordable housing incentives listed in the City's Comprehensive Plan. A copy of the Affordable Housing Advisory Report is attached. The AHAC recommended no change to incentives listed on the report as numbers 3 through 8 and 10 through 12. Recommendations for changes to incentive strategies listed as numbers 1, 2 and 9 and the reasons for those changes are provided separately on Exhibit A attached.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Motion to accept the recommendations in the 2015 Affordable Housing Advisory Committee Report

SPECIAL CONSIDERATION: This report is required to be submitted for review by City Council before the end of the calendar year.

PRESENTATION INFORMATION: None

REQUESTED MEETING DATE: 12/7/2015

LOCATION OF PROJECT: N/A

ATTACHMENTS: Exhibit A, Affordable Housing Advisory Committee Report and Resolution 15-R80.

RECEIVED

NOV 23 2015

City Manager's Office

EXHIBIT A

Incentive 1: Processing of approvals of development orders or permits, as defined in s. 163.3164, for affordable housing projects is expedited to a greater degree than other projects.

Discussion:

- The current policy allows for affordable housing applications to be given priority only when they experience a delay beyond three weeks. This requires the builder to follow-up with the permitting authority and have the application moved to a priority position. The expedited permitting incentive is based on a "time is money" concept that acknowledges that affordable housing projects produce less profit for contractors and developers. It also recognizes that there are deadlines attached to federal, state and local funding for affordable housing. Allowing affordable housing to be processed in the same manner as other projects does not provide an incentive to work with those types of projects.
- Community Services has, in the past, furnished a stamp for building permits, indicating that the application should be expedited. With online permitting, this stamp is no longer used. There is no way to determine whether or not an application involves affordable housing.

Recommendation: *The 2015 Committee recommended:*

- *The various departments that deal with development or permitting of affordable housing should consider providing a check box on the application that identifies the project as affordable housing* ***(defined as involving federal, state or local affordable housing funds.)*** *If the box is checked, then the project should have top priority through the entire permitting/approval process.*

Incentive 2: The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Discussion:

- In 2008 the City Council supported deferring impact fees for eligible homeowner applicants under the City's affordable housing guidelines (for SHIP) on single family owner occupied residential housing, but this incentive could not be implemented based on issues with the legal department and local lenders.
- Community Services indicated that they had implemented a strategy for paying some of the construction costs or impact fees as a grant under the SHIP program. This program could not be continued based on an insufficient amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.
- Although it is apparent that the impact fee update completed for Port St. Lucie in April of 2013 involved stakeholder meetings and input from staff from several departments, and that impact fees may have been reduced based on methodology and/or economic issues, the report itself does not make reference to affordable housing as a specific area

of study or an ultimate cause of concern. There are no specific methodologies discussed that might be geared toward lessening the effect of impact fees on affordable housing.

Recommendation: *The 2015 Committee recommended:*

- *The City should continue to research alternative methods of impact fee reductions, waivers or other support for affordable housing.*
- *Council Members might consider amending the impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability. Requirements for the quadrennial report could be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:*

  - ✓ *Tiered impact fees based on square footage for residential impact fees;*
  - ✓ *Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.*

Incentive 9: The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

Discussion:

- An update to the Comprehensive Plan was proposed by the 2008 AHAC as follows:

  Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees. **In addition, policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments and presented to the Treasure Coast Builders Association.**

  It is noted that the information included in bold above was not written into the Comprehensive Plan and there does not appear to be any written evidence indicating that these policies or any portion thereof are being implemented.

Recommendation: *The Committee recommended:*

- *The information shown in **bold** above should be added to the Comprehensive Plan to complete the directive made by City Council as a follow-up to the 2008 AHAC Report and to ensure that policies are reviewed in a uniform way before they are implemented.*
- *The City Council might consider requesting that all departments, as they adopt additional fees or revisions that increase fees, indicate in their reports and/or backup information that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and TCBA and include any comments or remarks about how the implementation or increases might affect affordable housing.*

City of Port St. Lucie

AFFORDABLE HOUSING ADVISORY COMMITTEE REPORT

Date: November 15, 2015

Prepared for:
The Florida Housing Finance Corporation

Prepared by:
City of Port St. Lucie
121 SW Port St. Lucie
Port St. Lucie, FL 34984

INTRODUCTION

The legislation that created the Affordable Housing Advisory Committee (AHAC) in 1990, was designed to develop the Local Housing Incentive Plans for local governments. This legislation was passed as a result of the concerns raised by Florida homebuilders that the SHIP funds were being provided to local governments to support the accessibility and affordability of housing, yet local governments were also some of the largest contributors to rising housing costs due to developmental and administrative fees. The AHAC was initially instituted as a one-time committee, with the intent of addressing these concerns and developing incentives to maintain the accessibility and affordability of housing.

In 2007, the Florida Legislature passed HB 1375, mandating that the Florida Housing Finance Corporation (FHFC) require each local municipality and county receiving State Housing Initiatives Partnership (SHIP) funds to reestablish an Affordable Housing Advisory Committee (AHAC). The AHAC is required by Florida State Statute 420.9072(2)(b)4 and the FHFC is the State Agency responsible for the SHIP Program. The City of Port St. Lucie, as a recipient of SHIP funds, is required to comply with this requirement for the reestablishment of the AHAC. An original AHAC was established in 1993 but later dissolved.

The SHIP Program was created as a result of the William E. Sadowski Affordable Housing Act passed by the Florida Legislature in 1992. This legislation authorized the allocation of tax revenues under Chapter 201, Florida Statutes, and allocates such funds to counties and eligible municipalities for use in affordable housing programs.

The duties and makeup of this Affordable Housing Advisory Committee are outlined in Section 420.9076(2) of the Florida Statutes and requires the City to appoint persons to serve from the following disciplines:

- Resident who is actively engaged in the residential homebuilding industry in connection with affordable housing
- Resident who is actively engaged in the banking or mortgage banking industry in connection with affordable housing
- Resident who is a representative of those areas of labor engaged in home building in connection with affordable housing
- Resident who is designated as an advocate for low income persons in connection with affordable housing
- Resident who is actively engaged as a for profit provider of affordable housing
- Resident who is actively engaged as a real estate professional in connection with affordable housing
- Resident who is actively engaged as a not-for-profit provider of affordable housing
- Representative who actively serves on the Local Planning Agency
- Resident that is a concerned citizen for affordable housing
- Resident who represents employers in the City of Port St. Lucie
- Resident who represents essential services personnel as defined in the housing assistance plan.

The charge to the Committee is to review established policies and procedures, ordinances, land development regulations and the adopted comprehensive plan of the City of Port St. Lucie and recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The AHAC is required to review the incentive strategies and evaluate the implementation of affordable incentives triennially thereafter.

The City of Port St. Lucie created the Affordable Housing Advisory Committee (AHAC) by Ordinance 08-42 and appointed its Committee Members on June 9, 2008 by Resolution 08-45. The Committee reviewed all incentives and made recommendations at its meeting on February 23, 2009 and was subsequently disbanded. The Committee was reestablished by Resolution 11-R66 and reviewed the incentives that had been recommended in 2008. No further recommendations were made.

2015 Affordable Housing Incentive Committee

Background Information:

The City of Port St. Lucie's Affordable Housing Advisory Committee was adopted by Ordinance 15-R80 on September 14, 2015. Appointees to this Committee were made by Resolution No. 08-129 on June 17, 2008. The current Committee members include:

- David Cotton, For-profit provider of affordable housing
- John Groza, Residential home building industry in connection with affordable housing
- Eny Donnelly, Real estate professional in connection with affordable housing
- Jason Scott Crush, one additional member
- Melanie Barker, Resides within the City of Port St. Lucie
- Carlos Nanni, Represents employers in Port St. Lucie
- Verna Jackson, Banking or mortgage industry in connection with affordable housing
- Schonna Green, Not-for-profit provider of affordable housing
- Christopher McDonnell, Representative of those areas of labor actively engaged in home building in connection with affordable housing
- Louise Hubbard, Advocate for low-income persons in connection with affordable housing

The following positions were continually advertised but could not be filled:

- Actively serves on the local planning agency pursuant to s. 163.3174.
- Represents essential services personnel, which are further defined in the local housing assistance plan.

The Committee's meetings have been convened twice monthly since October 1, 2015. The meetings take place at the City Hall, City Port St. Lucie, located at 121 SW Port St. Lucie, FL 34984.

The Committee has been discussing the eleven required affordable housing issues ranging from expedited permitting to development of affordable housing near major transportation corridors and included affordable land use components in future land use amendments. The AHAC also discussed the housing element of the City's Comprehensive Plan and how it furthers affordable housing issues.

The Committee expressed concern about the increasing cost of purchasing and building homes within the City of Port St. Lucie and the limited dollars available to assist with affordable housing.

Public Hearing:

List the Public Hearing information; the date and time of the public hearing and a synopsis of public input. Include the names of those who spoke during the public hearing, if any.

The Public Meeting held before the Affordable Housing Advisory Committee was convened on November 15, 2015 at 9:00am at City Hall in Room 366.

The Report was presented to the City Council of the City of Port St. Lucie on T.B.D. at T.B.D. at a regular City Council meeting. The following is a summary of the Public comments received:

Name of Commenter	Comments

DISCUSSION AND RECOMMENDATIONS
OF
AFFORDABLE HOUSING ADVISORY COMMITTEE
November 19, 2015

The City of Port St. Lucie, as a recipient of SHIP funds, originally adopted an Affordable Housing Incentive Plan that set forth Affordable Housing Initiatives in 2008. The initiatives were reviewed again in 2012 in order to evaluate implementation of those incentives:

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1) **Processing of approvals of development orders or permits, as defined in s. 163.3164, for affordable housing projects is expedited to a greater degree than other projects.**

   a) Provide a description of the procedures used to implement this strategy:

   The City of Port St. Lucie has streamlined permitting processes in place for all projects. Developments of less than 50 dwelling units are required to be reviewed only by the Site Plan Review Committee and the City Council. A major development over 50 dwelling units is required to be reviewed by the Site Plan Review Committee and approved by the Planning and Zoning Board and the City Council. The Building Department has online forms and inspection procedures that make the process much faster and easier to track.

   The City also follows a special expedited permitting process for affordable housing which was approved by Council and set out in the Comprehensive Plan as follows:

   Any affordable housing project that experiences a delay of over three weeks in any phase of the permitting and/or planning process will be processed ahead of other projects waiting to be considered. Affordable housing projects are identified as those projects assisted with state or federal funds.

   Both Planning and Zoning and Building staff were made aware by written and verbal communication with Department Heads and at the staff level of the importance of these procedures.

   An Expedited Review Policy for Affordable Housing was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

   Policy 3.1.10.1: The City shall continue to provide expedited permitting procedures for affordable housing projects developed with state and federal funds.

   b) The 2015 Committee discussed the current policy and made the following comments:

   - The current policy allows for affordable housing applications to be given priority only when they experience a delay beyond three weeks. This requires the builder to follow-up with the permitting authority and have the application moved to a priority position.

The expedited permitting incentive is based on a "time is money" concept that acknowledges that affordable housing projects produce less profit for contractors and developers. It also recognizes that there are deadlines attached to federal, state and local funding for affordable housing. Allowing affordable housing to be processed in the same manner as other projects does not provide an incentive to work with those types of projects.

- Community Services has, in the past, furnished a stamp for building permits, indicating that the application should be expedited. With online permitting, this stamp is no longer used. There is no way to determine whether or not an application involves affordable housing.

Recommendation: *The 2015 Committee recommended:*

- *The various departments that deal with development or permitting of affordable housing should consider providing a check box on the application that identifies the project as affordable housing* ***(defined as involving federal, state or local affordable housing funds.)*** *If the box is checked, then the project should have top priority through the entire permitting/approval process.*

2) **The modification of impact fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the Council modify impact-fee requirements, including the reduction or waiver of impact fees and alternative methods of fee payment for affordable housing. The Council approved deferring impact fees for eligible homeowner applicants under the City's affordable housing guidelines (for SHIP) on single family owner occupied residential housing at their February 23, 2009 Council Meeting and requested staff to implement the program with an acceptable strategy, probably using a note and mortgage to secure the funds.

Staff worked with the Legal Department and various mortgage lenders and was not able to implement a program that would work for all parties. Community Services operated a Non-profit, For-profit Community Based Organization (CBO) program that assisted in paying some of the construction costs or impact fees as a grant. This program could not be continued based on the amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.

A Modification of Impact fee Requirements Policy was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.3: The City shall reduce, waive or support alternative methods of impact fee payment for affordable housing.

b) The 2015 Committee discussed the current policy and made the following comments:

- In 2008 the City Council supported deferring impact fees for eligible homeowner applicants under the City's affordable housing guidelines (for SHIP) on single family owner occupied residential housing, but this incentive could not be implemented based on issues with the legal department and local lenders.
- Community Services indicated that they had implemented a strategy for paying some of the construction costs or impact fees as a grant under the SHIP program. This program could not be continued based on an insufficient amount of funding available from the State Housing Initiatives Program (SHIP) for the last few years.
- Although it is apparent that the impact fee update completed for Port St. Lucie in April of 2013 involved stakeholder meetings and input from staff from several departments, and that impact fees may have been reduced based on methodology and/or economic issues, the report itself does not make reference to affordable housing as a specific area of study or an ultimate cause of concern. There are no specific methodologies discussed that might be geared toward lessening the effect of impact fees on affordable housing.

Recommendation: *The 2015 Committee recommended:*

- *The City should continue to research alternative methods of impact fee reductions, waivers or other support for affordable housing.*
- *Council Members might consider amending the impact fee ordinances to require that the annual impact fee updates contain discussions of affordable housing and how any increase in the impact fee might affect housing affordability. Requirements for the quadrennial report could be amended to specifically address affordable housing methodologies and/or the potential of alternative methods of setting fees, such as:*

  - ✓ *Tiered impact fees based on square footage for residential impact fees;*
  - ✓ *Reduction of impact fees for in-fill housing or housing in different areas of the city, such as CRA, etc.*

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3) **The allowance of flexibility in densities for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the Council amend the Comprehensive Plan to add RM 8 and RM11 as compatible zoning districts to the RM (Medium Density Residential) land use category. The Council changed the recommendation from RM-8 and RM-11 to PUD. The motion does not require any action. The RM (Medium Density Residential) presently allows a residential Planned Unit Development (PUD) between 5 to 11 units per acre. The existing policy is as follows:

Densities are established by the property's future land use designation.

No additional action was recommended by the 2012 or 2015 AHAC.

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4) **The reservation of infrastructure capacity for housing for very low income persons, low income persons and moderate income persons.**

a) Provide a description of the procedures used to implement this strategy:

This strategy is covered under the existing Zoning Code. The Concurrency Management system establishes the procedures and regulatory framework for evaluating development orders to ensure that adequate public facilities and services needed to support development are available concurrent with the impacts of such development.

No action was recommended by the 2008, 2012 or 2015 AHAC.

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5) **The allowance of affordable housing accessory residential units in residential zoning districts.**

a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow accessory units.

No action was recommended by the 2008, 2012 or 2015 AHAC

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6) **The reduction of parking and setback requirements for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended a policy for reduction of parking and setback requirements for affordable housing. It was adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.4: The City shall establish guidelines that allow parking and setback reductions for affordable housing projects where it can be shown that such reduction will be compatible with the surrounding neighborhood and will not cause an adverse impact.

No additional action was recommended by the 2012 or 2015 AHAC.

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7) **The allowance of flexible lot configuration, including zero-lot line configurations for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for flexibility in lot configurations and setback requirements.)

No action was recommended by the 2008, 2012 or 2015 AHAC

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8) **The modification of street requirements for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

The Planned Unit Development (PUD) and Master Planned Unit Development (MPUD) zoning districts allow for modifications to the street requirements provided the City Council finds the modification acceptable.)

No action was recommended by the 2008, 2012 or 2015 AHAC

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9) **The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.**

a) Provide a description of the procedures used to implement this strategy:

The City has implemented an ongoing review of local policies, ordinances, regulations and plan provisions that increase the cost of housing. This review takes place prior to adoption of those policies, etc. and involves the following:

All regulations and policies being considered by the various departments within the city that may impact the cost of housing are forwarded to the Community Services Department and discussed with staff members at the Department Head level. Any proposed increase in building fees is also brought to the Treasure Coast Builders Association (TCBA) for review.

This Ongoing Review Process for Affordable Housing was discussed and accepted without change by the 2008 AHAC. The 9/10/12 update to the Comprehensive Plan was accepted by the 2012 AHAC as follows:

Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees.

b) The 2015 Committee discussed the current policy and made the following comments:

- An update to the Comprehensive Plan was proposed by the 2008 AHAC as follows:

  Policy 3.1.10.2: Coordinate with the Treasure Coast Builders Association (TCBA) to review any increase in building fees. **In addition, policies and ordinances that will impact affordable housing are subject to a public hearing process, discussed with staff from the community development departments and presented to the Treasure Coast Builders Association.**

It is noted that the information included in **bold** above was not written into the Comprehensive Plan and there does not appear to be any written evidence indicating that these policies or any portion thereof are being implemented.

Recommendation: *The Committee recommended:*

- *The information shown in **bold** above should be added to the Comprehensive Plan to complete the directive made by City Council as a follow-up to the 2008 AHAC Report and to ensure that policies are reviewed in a uniform way before they are implemented.*
- *The City Council might consider requesting that all departments, as they adopt additional fees or revisions that increase fees, indicate in their reports and/or backup information that the potential increases were discussed with staff from the Community Development Departments and/or Department Heads and TCBA and include any comments or remarks about how the implementation or increases might affect affordable housing.*

10) **The preparation of a printed inventory of locally owned public lands suitable for affordable housing.**

a) Provide a description of the procedures used to implement this strategy:

Legislation passed in 2006 requires the city to inventory locally owned public lands and provides a process.) The City completed its initial review in June 2007 and reviews on a triennial basis. Two surplus lots were sold at a city auction on 8/1/12, and the proceeds were transferred to the SHIP Housing Trust Fund. An inventory for 2016 will be completed and submitted to City Council for review by July, 2016.

No action was recommended by the 2008, 2012 or 2015 AHAC

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11) **The support of development near transportation hubs and major employment centers and mixed use developments**

a) Provide a description of the procedures used to implement this strategy:

A policy to support development near transportation hubs and major employment centers and mixed use developments was recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.5: The City shall encourage development of affordable housing and/or workforce housing near (within ½ mile of) a transportation hub, major employment center and/or mixed use development.

No additional action was recommended by the 2012 or 2015 AHAC.

12) **Affordable housing components in Comprehensive Plan.**
Requires affordable housing component in future land use amendments, etc.

a) Provide a description of the procedures used to implement this strategy:

The 2008 Affordable Housing Advisory Committee recommended that the City's Comprehensive Plan be amended to require all residential future land use amendments and Developments of Regional Impact include an affordable housing component. The Committee also recommended that the Comprehensive Plan be amended to include support for affordable housing by means of local condition.

Two separate policies were recommended by the 2008 AHAC, adopted with the 9/10/12 update to the Comprehensive Plan, and accepted by the 2012 AHAC as follows:

Policy 3.1.10.6: The City may require future residential land use amendments to include an affordable housing component.

Policy 3.1.10.7: The City may establish a requirement that new residential or mixed use development provide either affordable housing or contribution to Affordable Housing Trust Fund.

No additional action was recommended by the 2012 or 2015 AHAC.

COUNCIL ITEM 11B
DATE 9/14/15

Resolution 15 –R80

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPOINTING AN AFFORDABLE HOUSING ADVISORY COMMITTEE FOR THE STATE HOUSING INITIATIVES PROGRAM ("SHIP"); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, allocating a portion of new and existing documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, sections 420.907-420.9079, Florida Statutes (2009), and Rule 67-37.005, Florida Administrative Code, requires local governments to develop a Local Housing Assistance Plan, effective for up to three years, which outlines how funds will be used to implement housing strategies, incentives, and activities to be undertaken pursuant to the Local Housing Assistance Plan.

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

Section 1: The following individuals be appointed as members of the Affordable Housing Committee for the State Housing Initiatives Program (SHIP):

John Groza
Residential Home Builder
Verna Jackson
Mortgage Banker
Christopher McDonnell
Representative of Labor Involved in Home Building
Louise Hubbard
Advocate for Low-Income Persons
David Cotton
For-profit Affordable Housing Provider
Schonna Green
Non-profit Affordable Housing Provider

Eny Donnelly
Real Estate Professional
Daniel Kurek
Local Planning Agency Member
Melanie Barker
Local Citizen
Carlos Nanni
Representative of Employers
Diania Breakenridge
Representative of Essential Service Personnel

Section 2: The term of office shall be one (1) year. The term may be extended by an additional one (1) year term by a vote of the majority of the committee.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE City Council of the City of Port St. Lucie, Florida, this 14th day of September, 2015.

CITY COUNCIL
CITY OF PORT ST. LUCIE
BY: _____
Gregory J. Oravec, Mayor

ATTEST:
_____
Karen A. Phillips, City Clerk

CITY OF PORT ST. LUCIE CORPORATE SEAL 1961 FLORIDA

APPROVED AS TO FORM:
_____
Pam E. Booker, City Attorney

COUNCIL ITEM 14A
DATE 12/7/15

MEMORANDUM

TO: CITY COUNCIL

FROM: MICHELLE LEE BERGER, COUNCILWOMAN JRC for MB

SUBJECT: REQUEST FOR EXCUSED ABSENCE, FIRE BOARD MEETING, 11/23/2015

DATE: 10/25/2015

This memo serves to request an excused absence for the Regular City Council Meeting of November 23, 2015. I was unable to attend because I was out of town on personal business.

Thank you.

MB/jrc

RECEIVED

NOV 25 2015

CITY MANAGER'S OFFICE