City of Port St. Lucie

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Meeting Agenda

Addition of Items 4A & 13B

Tuesday, May 26, 2026

6:00 PM

Council Chambers, City Hall

City Council

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna,Sr., Councilman, District III

Please visit www.cityofpsl.com/tv for new public comment options.

1. Meeting Called to Order

2. Roll Call

3. Invocation & Pledge of Allegiance

4. Proclamations and Special Presentations

4.a Hear an Update from the Boys & Girls Clubs of St. Lucie County and Announcement of Enrique Rosario Liz as the Winner of the Boys & Girls Clubs 2026 Florida Youth of the Year — **2026-517**

5. Public to be Heard

6. Additions or Deletions to Agenda and Approval of Agenda

7. Approval of Consent Agenda

7.a Approval of the May 4, 2026 Strategic Planning Session (Day 1), May 5, 2026 Strategic Planning Session (Day 2), May 11, 2026 Regular City Council, and May 18, 2026 City Council Workshop Meeting Minutes — **2026-488**

7.b Approve 2026 Keep America Beautiful (KAB) Greatest American Cleanup Grant Agreement for $1,675.00 — **2026-473**

7.c Approve Sponsorship Request from the Lupus Foundation of America, SE Region. — **2026-486**

7.d Approve Traffic Enforcement Agreements between the City of Port St. Lucie and Verano 2 & 3 Community Development Districts. — **2026-484**

7.e Approve Contract #20260150 for the Use of School Buses for Summer Camp Program with The School Board of St. Lucie County. — **2026-476**

7.f Approve Increased Spending for Peace River Manasota Regional Water Supply Authority Piggyback Contract #ICESOQ2021 for General Professional Services for Water Facility Instrumentation and Control Systems with Gray Matter Systems, LLC Under City Contract #20231046. **2026-456**

7.g Approve Contract #20250211 for Third Party Administration Services for Claims Related to Sewer Collection Systems with Relation Insurance Services of Florida, Inc. **2026-481**

7.h Ratify Amendments #1 - #3 and Approve Amendment #4 to Contract #20170160 for the Maintenance & Repair for Water & Wastewater Treatment Facilities. **2026-472**

7.i Approve Amendment #1 to Contract #20260045 for the Supply of Flygt Industrial & Commercial Submersible Pumps, Impellers, and additional Miscellaneous Parts fka Residential & Commercial Grinder Pump Systems, Parts & Repairs. **2026-480**

8. Second Reading of Ordinances

8.a Ordinance 26-40, an Ordinance Rezoning Approximately 0.28-Acres of Land Located at the Southeast Corner of SW Port St. Lucie Boulevard and SW Babbit Drive, from Single Family Residential (RS-2) Zoning District to General Commercial (CG) Zoning District, for Properties Legally Described as Port St. Lucie Section Thirty-Three, Block 2320, Lot 1 (P26-029). **2026-418**

8.b Ordinance 26-41, an Ordinance Authorizing the Conveyance of Three (3) Residential Real Property Lots to St. Lucie Habitat for Humanity CHDO, INC. A Florida Not for Profit Corporation, for the Development of Affordable Homeownership Units as part of the Home Investment Partnership Program with St. Lucie County. **2026-397**

8.c Ordinance 26-42, Authorizing the Conveyance of an Easement to Florida Power and Light Company for City owned Property (Tradition Regional Park) Located at 13120 SW Tradition Parkway **2026-411**

8.d Ordinance 26-43, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Amending Ordinance Nos. 05-22, 06-12 And 21-50, to Contract the Boundaries of the Verano #5 Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date. **2026-414**

8.e Ordinance 26-44, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Amending Ordinance Nos. 05-20, 06-10 and 21-48, to Contract the Boundaries of the Verano #3 Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date. **2026-413**

8.f Ordinance 26-45, an Ordinance Rezoning Approximately 0.55-Acres of Land at the Northwest Corner of SW Biltmore Street and SW Voltair Terrace, from Single-Family Residential (RS-2) Zoning District to Service Commercial (CS) Zoning District, for Properties Legally Described as Port St. Lucie Section 13, Block 626, Lot 15 and 16 (P26-019). **2026-430**

9. Other Public Hearings

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 26-46, Public Hearing, Authorizing the Conveyance of Real Property Lying in the Southwest Quarter of Section Sixteen, Township Thirty-Six South, Range Forty East, to St. Lucie County, Florida, for Sidewalk Construction and Right-of-Way Purposes. **2026-455**

10.b Ordinance 26-47, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 3, Block 2085, Port St. Lucie Section Twenty-One, according to the Plat thereof, as Recorded in Plat Book 13, Pages 27, 27A through 27F, of the Public Records of St. Lucie County, Florida. **2026-462**

10.c Ordinance 26-48, Quasi-Judicial, Public Hearing, an Ordinance of the City of Port St. Lucie, Florida, Providing for the Sixteenth Amendment to the Master Planned Unit Development Regulation Book and Concept Plan for the Tradition Master Planned Unit Development (Tradition MPUD) Located South of the Crosstown Parkway, West of I-95 and North and South of Tradition Parkway (P26-026) — **2026-477**

10.d Ordinance 26-49, Public Hearing, an Ordinance of the City of Port St. Lucie, Florida, Amending Ordinance 05-180, Adopted June 13, 2006 for Property Located East of McCarty Road and Approximately 1.25 Miles South of Midway Road (McCarty Road, LLC) to Modify Certain Conditions (P26-058) — **2026-479**

10.e Ordinance 26-50, Quasi-Judicial, Public Hearing, an Ordinance Providing for the First Amendment to the Planned Unit Development Conceptual Development Plan and Zoning District and Regulations for McCarty Road PUD Located East of McCarty Road and Approximately 1.25 Miles South of Midway Road (P24-179). — **2026-463**

10.f Ordinance 26-51, Quasi-Judicial, Public Hearing, an Ordinance Amending the Master Planned Unit Development (MPUD) Document and Concept Plan for Wilson Groves Parcel A (P25-178). — **2026-465**

10.g Ordinance 26-52, Public Hearing, an Ordinance Amending Chapter 158, Zoning Code, by Amending Section 158.225 - Outdoor Sales and Special Events (P26-042) — **2026-468**

11. Resolutions

11.a Resolution 26-R37, a Resolution of the City of Port St. Lucie, Florida, Regarding Reimbursement of Certain Costs Relating to the Acquisition, Construction and Equipping of Various Capital Improvements Within the City; Providing an Effective Date. — **2026-483**

11.b Resolution 26-R38, a Resolution to Approve Amendment to Interlocal for Design of Prima Vista/Floresta Improvements — **2026-482**

11.c Resolution 26-R39, a Resolution of the City of Port St. Lucie, Florida, Approving an Amendment to Annexation Agreement Between the City of Port St. Lucie and McCarty Road, LLC (P26-044) **2026-478**

12. Unfinished Business

13. New Business

13.a Youth Council Update 2025-2026 **2026-448**

13.b Approve a Subaward Agreement with Johns Hopkins University to Support Continued Implementation of the Love Your Block Program in Port St. Lucie **2026-518**

14. City Manager's Report

15. Councilmembers Report on Committee Assignments

16. Public to be Heard - (if necessary as determined by City Council at conclusion of public to be heard)

17. Adjourn

Notice: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, if a person decides to appeal any decision made by the City Council, board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

Notice: Public and Press are invited to review all the backup for Council Meetings. Copies are available in the City Clerk's Office on Wednesday, Thursday, Friday, and Monday before Council Meetings. On Meeting nights, a copy of backup material is available in the reception area of City Hall for public review. Please leave the agenda and backup material in good order for others to review.

Notice: Anyone wishing to speak during Public to be Heard and/or on any Agenda Item is asked to fill out a white 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.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office at 772-871-5157.

As a courtesy to the people recording the meeting, please turn all cell phones to silent or off. Thank you.

Agenda Summary

2026-517

Agenda Date: 5/26/2026 **Agenda Item No.:** 4.a

Placement: Proclamations and Special presentations

Action Requested: Discussion

Hear an Update from the Boys & Girls Clubs of St. Lucie County and Announcement of Enrique Rosario Liz as the Winner of the Boys & Girls Clubs 2026 Florida Youth of the Year

Submitted By: Kate Parmelee, Deputy City Manager/Chief Innovation Officer

Strategic Plan Link: The City's Vision to support opportunities for all people to thrive.

Executive Summary (General Business): The Boys & Girls Clubs of St. Lucie County will provide an update on their current programs and announce the 2026 winner of the Boys & Girls Clubs 2026 Florida Youth of the Year (the organization's highest honor), Ken Pruitt Club member, Enrique Rosario Liz. Now valedictorian at Port St. Lucie High School and heading to the University of Florida, Enrique has been an active member of the City of Port St. Lucie's Youth Council since its inception -- he was elected Chair for the 2025-26 school year.

Presentation Information: Will Armstead, Boys and Girls Club, Chief Executive Officer will provide a brief presentation.

Staff Recommendation: Request that the Council hear the presentation.

Background: The Boys & Girls Clubs of St. Lucie County will provide an update on the work they are doing in Port St. Lucie to support youth. In addition, they will announce the winner of the
2026 Florida Youth, Ken Pruitt Club Member Enrique Rosario Liz. Enrique will represent Florida at the Southeast Youth of the Year competitions taking place this June. Selected from a remarkable group of Club youth from across the state, Enrique stood out for his leadership, resilience, service, and commitment to making a difference in their community. Throughout the multi-day selection process, candidates delivered speeches, participated in interviews, and shared personal stories that highlighted both their challenges and their aspirations. The Youth of the Year program is Boys & Girls Clubs of America's premier leadership recognition initiative, celebrating young people who embody the values of leadership, service, academic success, and healthy lifestyles. Each year, thousands of teens participate in local, state, and regional Youth of the Year events, with finalists advancing to national competitions and serving as ambassadors for youth across the country.

Enrique's journey through the Boys & Girls Clubs has been deeply shaped by his experience as an immigrant youth. A five-year member of the Boys & Girls Clubs of St. Lucie County, Enrique found mentorship, confidence, and purpose through programs like Keystone and Youth of the Year.

Now a senior with a 4.0 GPA and plans to attend the University of Florida to study Elementary Education,

Enrique has become a passionate advocate for inclusion, education, and youth voice. He currently serves as Keystone President, Chair of the Port St. Lucie Youth Council, and President of the National Honor Society, while also leading a Spanish language and culture program for younger Club members.

Enrique often reflects on the emotional realities of immigration, the pressures many immigrant youth face, and the importance of creating environments where all young people feel seen, supported, and valued. Through initiatives like the Spanish language and culture program he created at his Club, Enrique works to foster inclusion, empathy, and opportunity for younger members. As a future educator, he hopes to help build a world where education becomes “a step forward, not a barrier to overcome.”

Those who know Enrique describe him as a leader who combines humility, compassion, and determination. His mentors credit him with helping strengthen civic engagement opportunities for youth throughout Port St. Lucie and consistently using his voice to uplift others.

Enrique’s personal vision is simple but powerful: “A future where all youth, regardless of their background, feel seen, valued, and uplifted for being exactly who they are.”

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: 1. A PowerPoint presentation will be provided by the Boys & Girls Clubs on Tuesday, May 26, 2026.

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
Choose an item.

Agenda Summary

2026-488

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.a

Placement: Consent Agenda

Action Requested: Motion / Vote

Approval of the May 4, 2026 Strategic Planning Session (Day 1), May 5, 2026 Strategic Planning Session (Day 2), May 11, 2026 Regular City Council, and May 18, 2026 City Council Workshop Meeting Minutes

Submitted By: Sally Walsh, City Clerk

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): N/A

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the meeting minutes.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the meeting minutes.
2. Move that the Council not approve, provide staff with direction.

Background: N/A

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: May 4, 2026 Strategic Planning (Day 1) Meeting Minutes, May 5, 2026 Strategic Planning (Day 2) Meeting Minutes, May 11, 2026 Regular City Council Meeting Minutes, May 18, 2026 City Council Workshop Meeting Minutes

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A

City of Port St. Lucie

Strategic Planning Session

Meeting Minutes

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna, Sr., Councilman, District III

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Monday, May 4, 2026 **8:00 AM** **The Promenade on the River 2240 SE Veteran's Memorial Parkway, Port St. Lucie, FL 34952**

Day 1

1. Meeting Called to Order

   A Special Meeting of the CITY COUNCIL/CITY STAFF of the City of Port St. Lucie was called to order by Mayor Martin on May 4, 2026, at 8:35 a.m., at The Promenade on the River 2240 SE Veteran's Memorial Parkway, Port St. Lucie, FL 34952.

2. Roll Call

3. Pledge of Allegiance

   Mayor Martin led the assembly in the Pledge of Allegiance.

4. Public to be Heard

   Resident Jared Greenberg inquired as to why his requests for variances were denied and why there was property that was not used. He explained the projects that he would like to build, and that he has asked multiple times for his fence issue to be resolved. He also inquired as to why chickens were not allowed in the City.

5. New Business

   5.a Hold the 2026 Strategic Plan Workshop **2026-433**

   Session 1 began with mediators Alexis Baum and Tim Fife of the Transformed Learning Collective providing an overview of the next 2 days, stating that they would be focusing on 5 Strategic Planning areas. Ms.

Baum then invited each table to participate in “Strategic Plan Lore” and tell feel-good stories to start the day, and each table then picked a representative to tell their stories.

Staff discussed the various completed projects including the Police Training Facility, Real-Time Public Safety Operations Center, Tradition Regional Park, City Hall Complex Development, and O.L. Sr. Peacock Preserve Construction. They also discussed the five focus areas: Greenspace & Connection, Water & Utilities Infrastructure, Growth & Planning, Traffic & Transportation, and Jobs & Economy. The group then categorized the various projects within the City’s current goals under each of the five focus areas.

A break was called at 9:26 a.m., and the meeting resumed at 9:36 a.m.

They resumed conversations and discussed projects highlighted within a red frame on their presentations, noting that these represented items to be continued at a later time due to prioritization. They then prioritized the projects to be discussed over the next two days of the session, shared ideas for linking related topics, and discussed ways to highlight positive stories and achievements to the public. (Clerk’s Note: The communication portion will be addressed further during Day 2 discussions.)

A break was called at 10:27 a.m., and the meeting resumed at 10:51 a.m.

Session 2 began and Deputy Director Kate Parmelee provided statistics on resident input from the National Community Survey. The groups then worked at their table to discuss topics assigned by the mediators.

A lunch break was called at 12:01 p.m., and the meeting resumed at 1:12 p.m.

The groups presented their topics. Group 1 discussed utilities and water systems, stating that they were waiting for data results. They discussed items such as septic-to-sewer conversions and stormwater projects for Oak Hammock. Councilman Pickett stated that, with the support of the Council, he would be in favor of mandates for conversions, to which staff then held discussions on this. Vice Mayor Caraballo recommended that outside parties utilizing City utilities be required to be on a sewer system, and City Manager Merejo suggested including a clause requiring conversion upon the sale of a home. After discussion, the group participated in a “How Might We” scenario to brainstorm ideas.

Group 2 discussed Growth & Planning including affordable housing for

seniors, Keep PSL Beautiful, Strategic Planning, and potential locations for new facilities. Vice Mayor Caraballo recommended expanding opportunities to parks and local restaurants to help maintain a small-town feel. Councilman Bonna highlighted the City's successes, and Mayor Martin expressed concern that survey results did not appear to correlate with one another. After discussion, the group participated in a "How Might We" scenario to brainstorm ideas.
A break was called at 2:30 p.m., and the meeting resumed at 2:50 p.m.

Group 3 discussed Youth Council, internships, and affordable workforce housing. Staff discussed concerns regarding Accessible Dwelling Units (ADUs) and affordable housing. Vice Mayor Caraballo stated that she would like to have a conversation with the EDC about what is missing in the City. After discussion, they participated in a 'How Might We' scenario to brainstorm ideas.

Group 4 discussed Traffic & Transportation including topics such as a Public Works management system and traffic signal coordination and revisiting the Mobility Plan. Vice Mayor Caraballo discussed incorporating electric bikes and golf carts into the multimodal plan and ensuring pedestrian safety along pathways. After discussion, the group participated in a "How Might We" scenario to brainstorm ideas.

The meeting concluded with the consensus to hear Group 5's presentation during Day 2.

6. Adjourn

There being no further discussion, the meeting adjourned at 4:05 p.m.

_____
Calleigh Nazario, Acting City Clerk

_____
Jasmin De Freese, Deputy City Clerk

City of Port St. Lucie

Strategic Planning Session

Meeting Minutes - Draft

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna, Sr., Councilman, District III

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Tuesday, May 5, 2026 **8:00 AM** **The Promenade on the River 2240 SE Veteran's Memorial Parkway, Port St. Lucie, FL 34952**

Day 2

1. Meeting Called to Order

   A Special Meeting of the CITY COUNCIL/CITY STAFF of the City of Port St. Lucie was continued by Mayor Martin on May 5, 2026, at 8:35 a.m., at The Promenade on the River 2240 SE Veteran's Memorial Parkway, Port St. Lucie, FL 34952.

2. Roll Call

   Council Members Present:
   Mayor Shannon M. Martin
   Vice Mayor Jolien Caraballo
   Councilwoman Stephanie Morgan
   Councilman David Pickett
   Councilman Anthony Bonna, Sr.

3. Pledge of Allegiance

   This was not heard.

4. Public to be Heard

5. New Business

   5.a Hold the 2026 Strategic Plan Workshop **2026-435**

   Session 2 began with mediators Alexis Baum and Tim Fife of the Transformed Learning Collective inviting the City Council and staff to

complete a warm-up exercise to help define what “turning 65” means for the City. The team reimagined “How Might We” strategic concepts.

Under Green Space projects, the group discussed creating a park series to spark organic events and community connections through ‘Love Your Block’. Vice Mayor Caraballo suggested creating a performing arts/special events fund and Mayor Martin voiced how unique it would be for the City to establish a sports complex that can turn into a performing arts stage.

The team also discussed utilizing the public space at Pioneer Park as well as other areas for drive-in/pop up movies. Mayor Martin stated that converting the soccer stadium for other events would require significant effort, as the turf would need protection and additional production and green room space would be necessary.

A break was called at 9:57 a.m., and the meeting resumed at 10:21 a.m.

Mr. Fife explained the portfolio criteria to create mini concept posters for the team’s 30 ideas. (Clerk’s Note: The team worked on this item for one hour.)

A lunch break was called at 11:45 a.m., and the meeting resumed at 1:00 p.m.

Each group presented their idea portfolio while allowing the other groups to provide critiques. Group 1 discussed Jobs & Economy, Group 2 discussed Traffic & Transit, Group 3 discussed Water & Utility Infrastructure, Group 4 discussed Green Space & Connection and Group 5 discussed Growth & Planning. (Clerk’s Note: The team worked on this item for two hours.)

A break was called at 3:00 p.m., and the meeting resumed at 3:16 p.m.

Mr. Fife explained storytelling through rhetoric (logos or facts, ethos or authority and pathos or heartstrings).

The team delivered closing remarks.

6. Adjourn

There being no further discussion, the meeting adjourned at 4:15 p.m.

_____
Calleigh Nazario, Acting City Clerk

_____
Shanna Donleavy, Deputy City Clerk

City of Port St. Lucie

City Council

Meeting Minutes - Draft

121 SW Port St. Lucie Blvd.
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Dave Pickett, Councilman, District II
Anthony Bonna,Sr., Councilman, District III

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Monday, May 11, 2026 **1:00 PM** **Council Chambers, City Hall**

1. Meeting Called to Order

   A Regular Meeting of the CITY COUNCIL of the City of Port St. Lucie was called to order by Mayor Martin on May 11, 2026, at 1:00 p.m., in Council Chambers at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

   Council Members Present:
   Mayor Martin
   Councilman Bonna
   Vice Mayor Caraballo
   Councilwoman Morgan
   Councilman Pickett

3. Invocation & Pledge of Allegiance

   The City Clerk gave the Invocation, and Mayor Martin led the assembly in the Pledge of Allegiance.

4. Proclamations and Special Presentations

   4.a Proclamation: National Public Works Week **2026-298**

   Colt Schwerdt, Public Works Director, accepted the Proclamation. Chief Assistant City Manager Lamar-Sarno acknowledged staff who were recognized at the APWA Florida Chapter. She added that Mr. Schwerdt was recognized as Engineer of the Year by the Florida Engineering Society Treasure Coast Chapter.

   4.b Granicus Digital Government Website of the Year Award Presentation **2026-416**

Bill & Sarah from Granicus provided the award to staff.

5. Public to be Heard

Mr. Grause voiced his concerns on Items 8 b, c and d. Wesley Armstrong, Neighborhood Services Deputy Director, responded to his comments.

6. Additions or Deletions to Agenda and Approval of Agenda

Councilwoman Morgan moved to approve the Agenda. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

7. Approval of Consent Agenda

7.a Approval of the March 16, 2026 Regular City Council and April 20, 2026 City Council Workshop Meeting Minutes — **2026-429**

The motion passed unanimously by voice vote.

7.b Approve Amendment #2 to Contract #20240079 for Venue Analytics Platform. — **2026-406**

The motion passed unanimously by voice vote.

7.c Approve Termination of Dedication and Easement on Plat — **2026-408**

The motion passed unanimously by voice vote.

7.d Approve Execution by City Manager, or His Designee, of Drainage Easement in Favor of the City — **2026-419**

The motion passed unanimously by voice vote.

7.e Approve a Major Site Plan for Wilson Groves Parcel A - Amenity Clubhouse (P25-149). — **2026-426**

The motion passed unanimously by voice vote.

7.f Award Contract #20260069 for Replacement Roof Community Center. — **2026-427**

The motion passed unanimously by voice vote.

7.g Approve a Major Site Plan known as Southern Grove-SG-8 Multi-Family Northern Parcel (P25-210). — **2026-439**

The motion passed unanimously by voice vote.

7.h Approval to Participate in the BuyBoard Cooperative Contract #795-26 for Traffic Signal Systems and Safety Barrier Products Under City Contract #20260148. — **2026-434**

The motion passed unanimously by voice vote.

7.i Award Contract #20250143 for Design-Build Services for the Discovery (Formerly Known as Rangeline) Water Treatment Facility. **2026-432**

The motion passed unanimously by voice vote.

Approval of the Consent Agenda

Councilman Pickett moved to approve the Consent Agenda. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

8. Second Reading of Ordinances

8.a Ordinance 25-82, Chapter 41 - Property Maintenance - Text Amendment **2025-986**

The City Clerk read Ordinance 25-82 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 25-82. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

8.b Ordinance 25-83, Chapter 72 - Vehicle Stopping, Standing, and Parking - Text Amendment **2025-981**

The City Clerk read Ordinance 25-83 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 25-83. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

8.c Ordinance 25-84, Chapter 73 - Article I - Recreational Vehicles - Text Amendment **2025-982**

The City Clerk read Ordinance 25-84 aloud by title only.

Councilman Bonna moved to approve Ordinance 25-84. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

8.d Ordinance 26-38, an Ordinance Amending Title XV, “Land Usage”, Chapter 153 “Definitions”, and Chapter 158, “Zoning Code”, of The Code of Ordinances of the City of Port St. Lucie by Amending Sections 153.01, 158.222, and 158.217 to Update Driveway Standards by Adding New Definitions, Setbacks, and Landscape Area Requirements and by Establishing Typical Lot Scenario Figures (P26-020). **2026-392**

The City Clerk read Ordinance 26-38 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 26-38. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

8.e Ordinance 26-36, Abandoning a Twenty (20) Foot Wide Drainage and Utility Easement Lying in Tract M, Port St. Lucie Section Thirty-Three, According to the Plat thereof, as Recorded in Plat Book 15, Page 1, of the Public Records of St. Lucie County, Florida. **2026-356**

The City Clerk read Ordinance 26-36 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 26-36. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

8.f Ordinance 26-37, an Ordinance of the City of Port St. Lucie, Florida, Providing for the First Amendment to the Master Planned Unit Development Regulation Book and Concept Plan for Destination at Tradition MPUD Located West of Interstate 95, East of SW Village Parkway and between Destination Way and Marshall Parkway(P26-005). **2026-381**

The City Clerk read Ordinance 26-37 aloud by title only.

There being no discussion, Councilman Bonna moved to approve Ordinance 26-37. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

8.g Ordinance 26-39, an Ordinance of the City of Port St. Lucie, Florida, Amending the Comprehensive Plan of the City of Port St. Lucie to Provide a Small-Scale Amendment to the Future Land Use Map to Change the Future Land Use Designation for Approximately 19.7 Acres from Residential Golf Course (RGC) to Commercial General (CG) for a Parcel of Land Legally Described as a Portion of Section 6, Township 37 South, Range 39 East and a Portion of Section 31, Township 36 South, Range 30 East, Generally Located at the NE Corner of Crosstown Parkway and Rangeline Road, and Lots 1 to 5 of Verano - Commercial Parcel Plat No. 1, as Recorded in Plat Book 138, Page 38, of the Public Records of St. Lucie County, Florida. (P26-028) **2026-393**

The City Clerk read Ordinance 26-39 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 26-39. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

9. Other Public Hearings

There was nothing scheduled under this item.

10. First Reading of Ordinances, Public Hearing

10.a Ordinance 26-40, Quasi-Judicial, Public Hearing, an Ordinance Rezoning Approximately 0.28-Acres of Land Located at the Southeast Corner of SW Port St. Lucie Boulevard and SW Babbit Drive, from Single Family Residential (RS-2) Zoning District to General Commercial (CG) Zoning District, for Properties Legally Described as Port St. Lucie Section Thirty-Three, Block 2320, Lot 1 (P26-029). **2026-418**

The City Clerk administered the Oath of Testimony to staff and other interested parties for Items 10 a)., and 10 f).

Mayor Martin inquired if there was any ex-parte communication, to which the City Council responded in the negative.

The City Clerk read Ordinance 26-40 aloud by title only. (Clerk's Note: A PowerPoint was shown at this time.) Marissa Da Breo-Latchman, Environmental Planner II, stated that she had been sworn in and added that the official file was submitted to the City Clerk's Office 5 days before the meeting and requested that it be entered into the record. She explained that the applicant was requesting to rezone the property to General Commercial to be consistent with the adjoining property that they owed. She informed the City Council that the Planning & Zoning Board had approved the rezoning.

Peter Del Toro, Del Toro Law, presented a few slides showing the area in which they would build a medical building.

Mayor Martin opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

Councilwoman Morgan moved to approve Ordinance 26-40. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

10.b Ordinance 26-41, Public Hearing, an Ordinance Authorizing the Conveyance of Three (3) Residential Real Property Lots to St. Lucie Habitat for Humanity CHDO, INC. A Florida Not **2026-397**

for Profit Corporation, for the Development of Affordable Homeownership Units as part of the Home Investment Partnership Program with St. Lucie County.

The City Clerk read Ordinance 26-41 aloud by title only. Christina Flores, Neighborhood Services Executive Project Manager, gave a brief background on the item.

Robert Calhoun, Habitat for Humanity, explained that there were financial restrictions on the home and that Habitat for Humanity kept the mortgage payment at 30% or less of the owner's income.

Mayor Martin opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

There being no more discussion, Councilman Pickett moved to approve Ordinance 26-41. Under discussion, Vice Mayor Caraballo voiced how important the Community Land Trust program was. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

10.c Ordinance 26-42, Public Hearing, Authorizing the Conveyance of an Easement to Florida Power and Light Company for City owned Property (Tradition Regional Park) Located at 13120 SW Tradition Parkway **2026-411**

The City Clerk read Ordinance 26-42 aloud by title only. Mayor Martin opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 26-42. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

10.d Ordinance 26-43, Public Hearing, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Amending Ordinance Nos. 05-22, 06-12 And 21-50, to Contract the Boundaries of the Verano #5 Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date. **2026-414**

The City Clerk read Ordinance 26-43 aloud by title only. Mayor Martin opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

There being no discussion, Councilman Pickett moved to approve Ordinance 26-43. Councilman Bonna seconded the motion, which passed unanimously by voice vote.

10.e Ordinance 26-44, Public Hearing, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Amending Ordinance Nos. 05-20, 06-10 and 21-48, to Contract the Boundaries of the Verano #3 Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date. **2026-413**

The City Clerk read Ordinance 26-44 aloud by title only. Mayor Martin opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

There being no discussion, Councilman Bonna moved to approve Ordinance 26-44. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

10.f Ordinance 26-45, Quasi-Judicial, Public Hearing, an Ordinance Rezoning Approximately 0.55-Acres of Land at the Northwest Corner of SW Biltmore Street and SW Voltair Terrace, from Single-Family Residential (RS-2) Zoning District to Service Commercial (CS) Zoning District, for Properties Legally Described as Port St. Lucie Section 13, Block 626, Lot 15 and 16 (P26-019). **2026-430**

The City Clerk read Ordinance 26-45 aloud by title only. Mayor Martin inquired if there was any ex-parte communication, to which the City Council responded in the negative.

(Clerk's Note: A PowerPoint was shown at this time.) Francis Foreman, Planner II, stated that he had been sworn in and added that the official file was submitted to the City Clerk's Office 5 days before the meeting and requested that it be entered into the record. He explained that the applicant was requesting to rezone the property, within Conversion Area 25, to Service Commercial. He added that it would be the last remaining parcel to be rezoned from single family to a zoning compatible within the LI/CS future land use designation. He added that the Planning & Zoning Board had recommended approval at their March meeting.

Mayor Martin opened the Public Hearing, there being no one to speak, she closed the Public Hearing.

Councilwoman Morgan moved to approve Ordinance 26-45. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

11. Resolutions

11.a Resolution 26-R35, the Use of CIP Funds for Torino Regional Park in Connection with FDEP Recreational Trails Program (RTP) **2026-437**

The City Clerk read Resolution 26-R35 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Resolution 26-R35. Councilwoman Morgan seconded the motion which passed unanimously by voice vote.

12. Unfinished Business

There was nothing scheduled under this item.

13. New Business

There was nothing scheduled under this item.

14. City Manager's Report

Chief Assistant City Manager Lamar-Sarno recognized staff who won various awards. She also noted that a new water plant was approved under consent.

15. Councilmembers Report on Committee Assignments

Councilwoman Morgan: She announced that parks across the City had safety & accessibility upgrades.

Councilman Pickett: He invited the Public to the Memorial Day Event at Veteran's Memorial Park on May 25th at 10 a.m.

Vice Mayor Caraballo: She inquired if there would be a ribbon cutting for the new water plant, to which Kevin Matyjaszek, Utility Systems Director replied in the affirmative. She stated that water quality education was important. She stated that she attended the Strategic Planning Session, Treasure Coast Council of Local Government, Naturally PSL Steward Award Ceremony.

Councilman Bonna: He attended National Day of Prayer, Wear Grey for Brain Cancer, Teacher Appreciation Week, Scout Pack 499. He invited the Public to Keep Port St. Lucie Beautiful Appreciation Night at Clover Park on May 22nd.

Mayor Martin: She attended National Day of Prayer, Wear Grey for Brain Cancer, Del Webb Tradition Trail meeting, Hegner Leadership Award Dinner, Speech at Tree of American Dreams, Strategic Planning Session, Caribbean Radio HD ribbon cutting, Pickleball tournament. She read a letter sent by

Senator Ashley Moody and invited local teenagers to apply to the Youth Council.

16. Public to be Heard - (if necessary as determined by City Council at conclusion of public to be heard)

17. Adjourn

There being no further business, the meeting was adjourned at 1:58 p.m.

_____
Sally Walsh, City Clerk

_____
Shanna Donleavy, Deputy City Clerk

City of Port St. Lucie

City Council Workshop

Meeting Minutes

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Shannon M. Martin, Mayor

Jolien Caraballo, Vice Mayor, District IV
Stephanie Morgan, Councilwoman, District I
Dave Pickett, Councilman, District II
Anthony Bonna, Sr., Councilman, District III

Please visit www.cityofpsl.com/tv for new public comment options.

Monday, May 18, 2026 **9:00 AM** **Council Chambers, City Hall**

1. Meeting Called to Order

   A Special Meeting of the CITY COUNCIL of the City of Port St. Lucie was called to order by Mayor Martin on May 18, 2026, at 9:01 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

   Council Members Present:
   Mayor Shannon Martin
   Vice Mayor Jolien Caraballo
   Councilwoman Stephanie Morgan
   Councilman Dave Pickett
   Councilman Anthony Bonna, Sr.

3. Pledge of Allegiance

   Mayor Martin led the assembly in the Pledge of Allegiance.

4. Public to be Heard

   There was nothing to be heard under this item.

5. Resolutions

   5.a Resolution 26-R36, Resolution to Approve Second Amendment to Agreement for Construction of Park and Recreational Facilities for Regional Park and Park Impact Fee Credits **2026-475**

   The City Clerk read Resolution 26-R26 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Resolution 26-R26. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

6. New Business

6.a City Manager's Annual Review **2026-377**

HR Director provided an overview of the City Manager's performance. Vice Mayor Caraballo spoke in favor of the City Manager and contract, and inquired if his request for the amendment to the car allowance for a city vehicle had cost savings, to which City Manager Merejo responded in the affirmative. Councilman Pickett and Mayor Martin spoke in favor of the City Manager and the contract.

There being no further discussion, Councilman Pickett moved to approve the City Manager's annual review. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

6.b City Attorney's Annual Review **2026-378**

HR Director provided an overview of the City Attorney's performance. Councilman Pickett, Vice Mayor Caraballo, and Mayor Martin spoke in favor of the City Attorney.

(Clerk's Note: There was no vote needed due to there being no amendments to the contract.)

7. Adjourn

There being no further business, the meeting was adjourned at 9:16 a.m.

_____
Sally Walsh, City Clerk

_____
Jasmin De Freese, Deputy City Clerk

Agenda Summary

2026-473

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.b

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve 2026 Keep America Beautiful (KAB) Greatest American Cleanup Grant Agreement for $1,675.00

Submitted By: Meighan Beckett, Program Manager, Keep Port St. Lucie Beautiful (KPSLB)

Strategic Plan Link: The City's Goal of safe, clean, and beautiful.

Executive Summary (General Business): The KAB Greatest American Cleanup Grant award will provide funding to commemorate KPSLB's Pop-Up Cleanup Initiative for America's 250th anniversary for our volunteers.

Presentation Information: N/A

Staff Recommendation: Move that the Council Approve the grant agreement and authorize the City Manager or his designee to execute the grant agreement, and any future amendments to the same, on behalf of the City.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the grant award.

Background: The KAB 2026 Greatest American Cleanup Grant supports affiliate-led efforts that bring people together to help make their communities shine for the nation's 250th birthday.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: Keep_America_Beautiful™_Greatest_Grant_Award KAB Updates Agenda-ready.pdf

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26106-11

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

Docusign Envelope ID: 37CA531B-0814-847E-809B-D7667BF1299C

2026 Keep America Beautiful
Grant Agreement

Keep America Beautiful ("**KAB**"), in partnership with its sponsors is pleased to provide resources to City of Port St. Lucie ("**Grantee**") to implement a 2026 grant ("Project").

This Agreement ("**Agreement**") is entered into as of May 5, 2026 ("**Effective Date**") is entered into by and between Keep America Beautiful, Inc. ("KAB"), a Texas not-for-profit corporation having a principal place of business at 1010 Washington Blvd., Stamford, CT 06901 and Grantee. KAB and Grantee shall be collectively referred to as the "**Parties.**" The Description of Grant Activities, attached as **Exhibit A**, shall set forth relevant background information about Grantee, responsibilities for goals aligned to the purpose of this Agreement, and any additional commitments of the Parties.

By signing this grant agreement, the Parties hereby agree to the following:

1. Grant Details
   KAB will provide a cash award of $1,675.00 ("Cash Grant")

2. Payment
   KAB will award the cash award in two installment payments, seventy percent (70%) of the cash award will be disbursed within thirty (30) days of KAB receiving an executed Agreement and an initial invoice; and the remaining thirty percent (30%) of the cash award will be disbursed upon KAB's acceptance of a final grant report and receipt of a final invoice. Failure to submit the initial invoice to kabinvoices@bill.com within 60 days of the execution of agreement may result in the forfeiture of the grant in its entirety. Failure to submit the final invoice to kabinvoices@bill.com within 60 days of submitting the final grant report may result in the forfeiture of the remaining 30% of the grant funds. Grantee shall use the Grant solely for the designated purposes as set forth in **Exhibit A**, and subject to Grantee's performance of all requirements under this Agreement.

3. Implementation Timeline
   Grantee agrees to implement the Project between **March 19, 2026, and July 1, 2026**. Failure to complete the Project within the timeframe, except when approved in writing by KAB, will result in the forfeiture of the remaining 30% of the grant.

4. Reporting

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Grantee must submit a final report through the KAB's reporting platform Affiliate Hub that outlines their impact data **by 5pm EST on August 1, 2026.**

Failure to submit a final report by the deadline, except in cases where KAB has authorized a reporting extension in writing, may also result in the forfeiture of the remaining 30% of the grant and will make Grantee ineligible to receive KAB grant funding in 2027.

5. Acceptance
    a. Grantee accepts the above Grant in exchange for the performance of all required actions under this Agreement, including the commitments set forth in **Exhibit A**.
    b. Grantee shall use the Grant solely for purposes as described in this Agreement, and understands that any alternative use of the Grant must be authorized in advance by KAB in writing.
    c. Grantee acknowledges and agrees that the receipt of this Grant does not imply a commitment on behalf of KAB to continue resource support beyond the term listed in this Agreement.

6. Use of Grant
Grantee shall use the awarded goods, services, and funds in accordance with the Project description and budget as further described in **Exhibits A** and **C**. The Grantee will not use grant funds to influence legislation or for any purpose that is not permissible under section 501(c)(3) of the Internal Revenue Service Code. None of the grant proceeds are to be transferred by the grantee to any other organization without the prior written approval and consent of KAB.

7. Relationship between Parties
This Agreement does not constitute and shall not be construed as creating a partnership, joint venture, or employee/employer relationship between the two parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing contained herein shall give, or is intended to give, any rights to any third person (except that the indemnification of Grantee by KAB and of KAB by Grantee shall extend to their respective, shareholders, officers, directors, employees, agents, management committee members, affiliates, and partners).

8. Trademark License
    a. KAB is the owner of right, title, and interest in and to the marks, "Keep America Beautiful (KAB)," and the KAB logo (collectively, "KAB Trademarks"). During the term of this Agreement, KAB hereby grants Grantee a limited, royalty-free, nonexclusive license to use and display KAB Trademarks, with KAB's prior written consent, in a manner that is related solely to the Grant and any promotional activities relating to such Grant. Grantee shall not use KAB Trademarks in any other manner without KAB's prior written consent. Except for the trademark provided on the Grant

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materials, such license shall terminate upon termination of this Agreement. Grantee acknowledges that the provisions of this paragraph do not convey to Grantee any right, title, or ownership interest in any KAB Trademarks.

b. Grantee acknowledges its familiarity with the high quality of products and services offered under the KAB Trademarks and agrees to maintain a comparable standard of quality in connection with its use of the KAB Trademarks. Grantee shall comply with all Brand Standards (attached hereto as **Exhibit B**) in connection with its use of the KAB Trademarks, and shall not take any action or use the KAB Trademarks in any way that could tarnish or harm the goodwill or reputation associated with KAB or the KAB Trademarks.

c. Any intellectual property rights to any matter subject to this Agreement including, but not limited to, KAB Trademarks, and rights to enforce the same, shall be subject to all rights and obligations created by Florida's public record laws.

9. Indemnification, Limitation of Liability and Disclaimer of Warranties

The Grantee agrees to defend, indemnify, and hold harmless KAB and its affiliates, directors, officers, employees, and agents from any claim arising out of or related to the Grant, regardless of cause, and this indemnity will survive the termination of the Agreement. KAB shall not be liable for any indirect, special, incidental, or consequential damages (including lost profits) related to this Agreement, even if KAB has been advised of such damages. Grantee acknowledges and agrees that KAB makes no warranties regarding the availability of Grant resources or the results of its efforts under this Agreement, and shall have no liability for unsatisfactory results or lack of funding. This indemnification provision shall survive the termination or expiration of this Agreement.

a. Limitation of Liability

In no event shall KAB be liable for any indirect, special, incidental, or consequential damages (including lost profits) or expenses arising out of or relating to this Agreement or Grant even if KAB has been advised of the likelihood of such damages.

b. Disclaimer of Warranties

i. Grantee acknowledges and agrees that KAB makes no warranties or representations as to the availability of resources for the Grant, this Agreement, or any disbursements hereunder, or the results achieved, if any, from KAB's efforts under this Agreement.

ii. Grantee acknowledges and agrees that KAB shall have no liabilities or obligations to Grantee in the event that no results or unsatisfactory results are achieved from KAB's funding or lack of funding under this Agreement.

c. Sovereign Immunity Not Waived

i. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided to the Grantee pursuant to Florida law.

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ii. Notwithstanding anything to the contrary set forth in the Agreement, unless such terms are more favorable to Grantee, Grantee's obligation to indemnify KAB, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2025). All liability of City shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

10. Insurance

Each party shall maintain, at its sole expense, any applicable insurance and/or bonds required by law.

11. Term and Termination

a. This Agreement shall remain in effect for a period of 12 months from the effective date ("Term"), and shall expire unless extended in writing by both Parties.
b. KAB may terminate this Agreement or withhold Grant payments upon written notice to Grantee if: (i) Grantee is under criminal investigation or prosecution; (ii) Grantee fails to make substantial progress on the commitments in **Exhibit A**; or (iv) Grantee (a) violates any applicable law or regulation, or (b) breaches this Agreement and fails to cure the breach within 30 days of notice.
c. In the event the Agreement is terminated under the above circumstances, KAB reserves the right to require Grantee to return all or a portion of the Grant.

12. Record Retention

a. Grantee shall maintain an accurate record of the Grant received, program metrics, and all expenses incurred under this Grant, and retain such books and records for at least four years after completion of the use of this Grant.
b. At KAB's request, Grantee shall permit reasonable access to its files, records, and personnel by KAB for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this Grant as KAB deems necessary.

13. Assignment and Transfer

This Agreement shall not be transferred or assigned by either Party without prior written consent of the other party.

14. Notices

Any required notice under this agreement should be sent electronically to the addresses listed below, or to any updated address provided by the relevant Party in a notice given as outlined in this section.

Keep America Beautiful
c/o Kanika Greenlee, SVP Affiliate Network
kgreenlee@kab.org

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15. Execution and Applicable Law. This Agreement shall be governed in accordance with the laws of the State of Florida without regard to the conflicts of law principles thereof. Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in any federal or state court in St. Lucie County, Florida, and each party hereto waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit, action or proceeding, and each party hereto hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding. Each party hereto irrevocably consents to the service of process by registered mail or personal service.

16. Entire Agreement
    The Agreement and its attachments set forth the entire understanding and agreement of the parties, and supersede any and all oral or written communications. No change, modification, or amendment to this Agreement shall be valid unless set forth in writing and signed by both parties. Neither party shall be bound by any oral agreements, representations or special arrangements contrary to or in addition to the terms and conditions contained herein.

17. Counterparts
    This Agreement may be executed in one or more counterparts. For purposes of executing this Agreement, a document signed and transmitted by e-mail or telecopier is to be treated as an original document. The signature of any party thereon is to be considered as an original signature and the document transmitted is to be considered to have the same biding effect as an original signature or an original document.

IN WITNESS WHEREOF, and in accordance with the provisions outlined above, the parties have executed this Agreement.

GRANT RECIPIENT PARTNER	**KEEP AMERICA BEAUTIFUL**
By:	By:
Print Name: Jesus Merejo	Print Name: Jennifer Lawson
Title: City Manager	Title: President & CEO, Keep America Beautiful
Email: grants@cityofpsl.com	Date:
Date:	

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Exhibit A
Description of Grant Activities

The following describes the responsibilities of each party under the Grant.

KAB's Responsibilities

1. Provide funding or products to Grantee as outlined in section 1 of this Agreement;
2. Provide Grantee with an electronic platform to report Project results ("Grant Reporting Platform");
3. Provide technical support as requested by the Grantee

Grantee's Responsibilities

1. Adhere to the funding limitations and conditions stated in the Agreement;
2. Implement the Project(s) as funded in the Agreement and outlined in the grant application submitted for review and attached as **Exhibit C**;
3. Keep KAB notified of any significant changes made in the Grant proposal, including but not limited to scheduled events and volunteer opportunities;
4. Notify KAB at least two weeks in advance of dates and times of scheduled events funded through this Grant;
5. Document the Project or event, including before and after photographs, volunteers in action, and share in a final grant report due by the deadlines outlined in this Agreement;
6. Identify Keep America Beautiful and use the Greatest American Cleanup Campaign branding during any events and as part of any social or media promotion (KAB would provide toolkit).

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Exhibit B

Keep America Beautiful Brand Standards

Electric files for KAB logos can be found here: 2020 Trademark Logos. Please consult with the KAB Program Manager regarding the preferred logo style and color for your particular project while adhering to the following brand standards.

Trademarks

When referring to Keep America Beautiful and its brands the ® (trademark registration) symbol must be used. For example: "AMERICA RECYCLES DAY® will take place on November 15, 2026. The Keep America Beautiful trademarks must be used as a noun. For example, say: "WASTE IN PLACE® is a program that teaches students how to process litter." Do not say: "We want you to keep your waste in place. Include the following legal language in an appropriate place on a website (for example, in a footer, and in the terms and conditions): KEEP AMERICA BEAUTIFUL is registered trademarks of Keep America Beautiful and is used with permission.

Keep America Beautiful®

Great American Cleanup®

Greatest American Cleanup®

America Recycles Day®

Waste in Place®

If you have questions about the Keep America Beautiful trademarks, or how to properly use them, please e-mail Allison Hannel: ahannel@kab.org.

Logo Usage

Both the logomark and the wordmark are registered trademarks of Keep America Beautiful, and should always be represented with the superscript registered trademark symbol. There are two approved versions of the Keep America Beautiful logo. The vertical or stacked version of the Keep America Beautiful logo in Grass is preferred. The horizontal version of the Keep America Beautiful logo can be used when space is limited.

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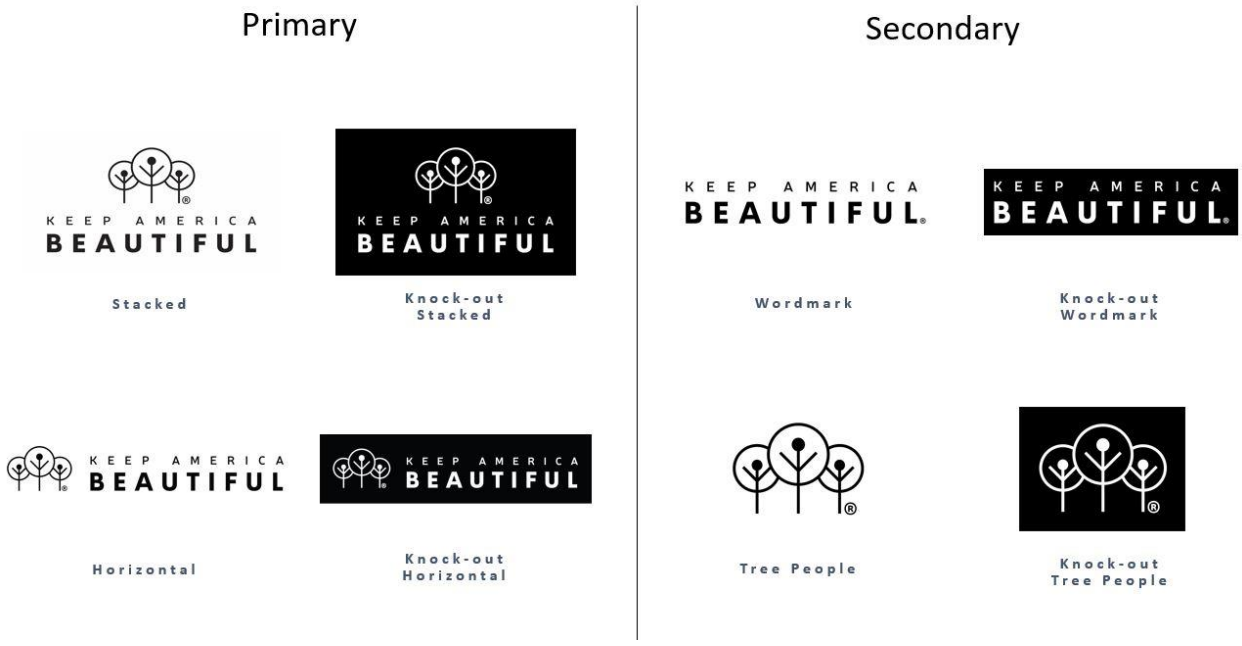
Approved Logogram

To protect the integrity of the logo, a defined amount of space or “padding” should be left around the logo. Use the diameter of the central tree to determine the amount of clearance space needed (or 20% of the width of the logo). Do not scale in print smaller than 1.88 inches and in a screen view less than 100 px.





Below are the approved formats of the Keep America Beautiful logo. The version of the Keep America Beautiful logo with just the tree people logogram should only be used as an accent in a document where the full logo lockup has already been utilized. Each approved logo lockup should never be altered or broken.



Do’s and Don’ts

Do not alter the proportions of the logo, using an unapproved brand font, color, or tagline, and/or creating legibility issues in placement.

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KEEP AMERICA
BEAUTIFUL



KEEP AMERICA
BEAUTIFUL

KEEP AMERICA
BEAUTIFUL

KEEP AMERICA
BEAUTIFUL

KEEP AMERICA
BEAUTIFUL

~Keeping America green, tidy, and gorgeous ~

Brand Color

Grass is the primary brand color for the Keep America Beautiful logo. Grass – associated with growth, organic, nature, caring, and earth –embodies our position as a community improvement organization in the environmental sector.

Grass

CMYK:	74, 6, 73, 0
PMS:	2251C 7482U
RBG:	58 173 115
Hex:	#3AAD73

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Secondary Brand Colors

The Keep America Beautiful secondary colors further reflect our mission. Flame embodies activism, Sky represents the calm and steady trustworthiness of a legacy nonprofit organization, and Sunbeam reflects the bright and uplifting capacity of community improvement and beautification.

Flame

CMYK: 4, 81, 76, 0
PMS: 7597C 485U
RBG: 230 88 71
Hex: #E65847

Used for the End Littering goal.

Sky

CMYK: 71, 26, 12, 0
PMS: 7703C 638U
RBG: 67 154 194
Hex: #439AC2

Used for the Improve Recycling goal.

Sunbeam

CMYK: 0, 45, 92, 0
PMS: 130C 129U
RBG: 249 157 46
Hex: #F99D2E

Used for the Beautify Communities goal.

Accent Colors

The following are approved Keep America Beautiful accent colors. Seal should be used as the text color for all print and digital materials. Storm may be used for headlines, subheads, and other design elements. Snow may be used as background color or body copy, as an alternative to white.

Seal

CMYK: 81, 66, 63, 75
PMS: Black 6C Neutral Black U
RBG: 17 29 32
Hex: #111D20

Used for the body copy.

Storm

CMYK: 62, 45, 45, 12
PMS: 444C 430U
RBG: 104 117 121
Hex: #687579

Used for headlines and elements.

Snow

CMYK: 6, 3, 3, 0
PMS: 663C 656U
RBG: 236 239 240
Hex: #ECEFFO

Used for backgrounds and body copy.

If you have any question about these logo guidelines, please contact: .

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Exhibit C

Grant Application

Docusign Envelope ID: 37CA531B-0814-847E-809B-D7667BF1299C

2026 Greatest American Cleanup Grants
Response ID: 149903
Submitted Date: 2026-02-23 19:19:39
Completion Time: 1 hr. 47 min. 52 sec.

2026 Greatest American Cleanup Grants



Grant Guidelines: 2026 Greatest American Cleanup Grants
Applications Due: 5pm Eastern on February 23, 2026
Extensions **will not** be accepted, and incomplete applications **will not** be reviewed.

Overview

The countdown to July 4, 2026, is on—and in partnership with its sponsors including Altria, The Coca-Cola Company, and the Euguene McDermott Foundation, Keep America Beautiful is proud to support affiliate-led efforts that bring people together to do beautiful things to help make their communities shine for America's 250th birthday.

We encourage affiliates to use this funding to advance projects that clean and green their communities, so they can look their best for the nation's 250th birthday celebration on July 4, 2026. Greatest American Cleanup grant funding may be used to remove litter and debris from roadsides, highways, shorelines, and waterways; plant trees, flowers, and gardens; enhance community spaces through public art; lead recycling and waste-reduction initiatives; and restore nature trails, recreation areas, and playgrounds. We urge all eligible affiliates to apply.

Funding Available

- At least $320,000 in funding will be available.
- Up to $5,000 per affiliate*

*Grant committee may adjust grant amounts at their discretion.

Eligibility

- This grant is exclusive to Keep America Beautiful affiliates:
  - Extra points will be awarded to affiliates who have met President's Circle standards for

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2025 by the application deadline.
- Applicants will be given priority in the grant review and consideration process if they successfully secured or plan to secure a signature for the Greatest American Cleanup pledge from their highest elected/paid local government official at kab.org/greatest.

- No more than one (1) application per affiliate will be accepted.

- Affiliates may apply for both Greatest American Cleanup and Greatest Green Grants. If applying for both a Greatest American Cleanup and Greatest Green Grants, projects should be independent of each other or proposed activation should be able to be executed should only one grant be awarded. Please contact your Regional Director for more information.

- Keep America Beautiful (KAB) state affiliates are welcome to apply either in partnership with local KAB affiliates in their state and/or as pass through funding for affiliates in their state, provided projects and activities can be implemented within the grant activation timeline.

Timeline

- Application Deadline: 5pm ET on February 23, 2026.
- Grant Evaluation & Notifications: March 2026
- Implementation Period: Activities must be implemented from March 20, 2026, through July 1, 2026
- Final Report Due: 5pm ET August 1, 2026.

Application Guidelines

- The focus for 2026 will be on getting things done in preparation for July 4, 2026. Any requests to support the hosting of community celebrations must therefore include activities in the other eligible areas. We will not fund requests solely focusing on celebrations in 2026.

- While affiliates can use this grant funding to support any cleanup, planting, or beautification efforts, we will prioritize applications that clearly articulate goals and strategies with a broader impact to support the Greatest American Cleanup campaign in 2026.

- While all projects and activities that contribute to the Greatest American Cleanup goals are eligible for funding, projects that include a cleanup element will be prioritized.

- All proposals must clearly articulate how the proposed projects/activities will help bring their communities together.

- Affiliates are strongly encouraged to articulate how they will ensure the sustainability of their efforts.

- Affiliates are not required to have an existing relationship with their local Coca-Cola bottler or other sponsors of this grant to submit a grant application. However, we encourage the exploration of a relationship for future engagement. If applicable, please include information on the relationship with local Coca-Cola bottlers at the state and local levels.

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Budget Guidelines

- Funds can be used to purchase cleanup kits and other supplies or PPE.
- Up to 10% of the project budget can be allocated to administrative and project management costs.
- Up to 10% of the project budget can be allocated to maintenance costs.
- Grantees will be required to display signage to recognize sponsors during their Greatest American Cleanup activities. Signage may be purchased from KAB, or you may use your own signage, with approval from KAB.
- Grantees are asked not to solicit national sponsors for additional funding or in-kind support.

Other Requirements

- Grantees will receive 70% of their funding upon executing a grant agreement and submitting an invoice. The remaining 30% of the award will be issued following the submission of a final invoice and the approval of a final report by Keep America Beautiful.
- All grant recipients will be required to brand their projects and efforts as the Greatest American Cleanup with the approved branding kits from Keep America Beautiful.
- Grantees must submit photos of their project to including photos of volunteers in action, before and after photos, and any other images that showcase the efforts to support the Greatest American Cleanup are strongly encouraged.

Grant Review Process & Considerations

- Applications will be reviewed by Keep America Beautiful staff and select external advisors and considered based on the following criteria:
  - Program alignment with the Great to Greatest American Cleanup
  - How applicants plan to engage their community to contribute towards the Greatest American Cleanup initiative
  - Clear articulation of project goals, activities and intended impact of project(s)
  - Innovation and lasting impact
  - Populations & communities served
  - Having secured or committing to secure a Greatest pledge from local elected/paid leader

Grant Terms Acknowledgement

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- I have read and fully understand the above. By clicking the check box, I agree to these terms and conditions of the grant program.

(Page 2 /4)

Applicant Eligibility

SELECT THE NAME OF YOUR AFFILIATE BELOW:
Keep Port St. Lucie Beautiful

Has your affiliate achieved President Circle Status for 2025?
Yes

Will this project be implemented between March 20, 2026 and July 1, 2026?
Yes

Has your affiliate secured or plans to secure a signature from its local leader/highest elected or paid official for the Greatest Pledge or Declaration? (You can learn more about how to get involved with the Greatest here.)
Yes

(Page 3 /4)

General Information

Organization Information

Organization Name
Keep Port St. Lucie Beautiful

Street Address	City	State	Zip Code	Organization Website
121 SW Port St. Lucie Blvd	**Port St. Lucie**	**Florida**	**34984**	**https://www.cityofpsl.com/Home**

Federal Tax ID #
59-6141662

First Name **Meighan** Last Name **Beckett**

Title
KPSLB Program Manager

Contact Email Address	Contact Phone Number
mbeckett@cityofpsl.com	**772-871-5103**

Is the primary contact for this project implementation the same as the applicant?

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Yes

(Page 4 /4)

Project Information

Grant amount requested?
1675

Expected Impact

How many communities will be engaged in this project/program?	What is the estimated number of volunteers that you expect to participate in this project?	How many individuals will be served or reached by this program?
2	**100**	**11631**

Project Summary

In 50 words or less, please summarize your project's key goals and activities.
KPSLB will complete its America's 250th Anniversary - Pop-Up Cleanups with a sixth and final pop-up cleanup. The goal is to honor and reward volunteers for their commitment by providing a T-shirt at this event to commemorate their efforts.

Project Need

What is the problem and/or opportunity being addressed or need being served? What is your general approach and goals for the project and how will this grant help you address the problem or seize a meaningful opportunity for your community and bring them together to do beautiful things? (Max 300 words)
Litter is a growing problem in Port St. Lucie, and addressing this issue is a top priority to ensure the city remains a great place to live and work. Pop-up clean ups galvanize residents and community members to make a positive impact on neighborhood cleanup by volunteering to pick up litter at designated locations throughout Port St. Lucie. These events result in cleaner neighborhoods, raise awareness about environmental stewardship, and encourage others to roll up their sleeves to keep Port St. Lucie beautiful. Since Mayor Shannon M. Martin signed the Declaration of Action for the Greatest American Cleanup on February 13, 2025, Keep Port St. Lucie Beautiful has been actively working on a new initiative for America's 250th anniversary – Pop-Up Cleanups. Since March of 2025, KPSLB has conducted five Pop-Up Cleanups across the city, where 190 volunteers collected 476 pounds of litter. In this final pop-up cleanup, we will

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show our commitment to sustainability and community beautification. It will take place on May 16, 2026, during the week leading up to Memorial Day. The event location will be Veterans Park at Rivergate. This grant will encourage litter control by honoring and rewarding volunteers with a T-shirt, while also memorializing their efforts in the city's year-long pop-up clean up initiative for America's 250th anniversary. It will provide volunteers with an opportunity to improve their community and celebrate America's 250th birthday.

Project Plan

How will the project be implemented? Please identify how you will utilize organization staff and/or volunteers. Please include a brief description on how you'll ensure the sustainability of your efforts. (Max 300 words)

The project will be implemented by utilizing residents and community members to complete the sixth and final Pop-Up cleanup for America's 250th anniversary. Like all Pop-Up Cleanups, maps will be provided for volunteers, outlining areas in need of litter cleanup, as well as areas for safe parking while cleanups are conducted. Suggested cleanup locations will include roadsides, recreational areas, and parks, all of which will benefit the surrounding neighborhoods of Sandpiper Bay and Lyngate. Supplies will be provided to our volunteers, including safety vests, gloves, litter grabbers, buckets, and trash bags, in addition to water and snacks. To honor the completion of our year-long commitment, we will give away t-shirts at this event to recognize our volunteers' efforts and reward them for their participation at the many cleanups over the past year. The event T-Shirts will include the Keep America Beautiful Greatest American Cleanup for America's 250th approved logo, as well as our Keep Port St. Lucie Beautiful affiliate logo. The Pop-Up Cleanup initiative has now become a permanent part of the KPSLB culture and its mission to keep our city safe, clean, and beautiful. Additionally, the city's litter crew is tasked with ongoing litter cleanup which will help to sustain pop-up cleanup efforts.

Project Impact

How will this grant help you grow your impact? What specific outcomes will be achieved and enhanced? How will you measure those outcomes or impact? (Max 300 words)

This pop-up cleanup will galvanize residents and community members to make a positive impact in their community by volunteering to pick up litter at designated locations throughout Port St. Lucie. The project result in cleaner neighborhoods, raise awareness about environmental stewardship, and encourage others to roll up their sleeves to keep Port St. Lucie beautiful. As part of this initiative, volunteers will be recognized and rewarded with a T-shirt, commemorating their contributions to the city's year-long cleanup efforts in honor of America's 250th anniversary. The project will result in litter cleanup benefiting the surrounding neighborhoods of Sandpiper Bay and Lyngate. The outcomes will be measured at the end of the event on a portable scale and include the amount of litter collected in bags, tons, and pounds. A final report of KPSLB's Pop-Up Cleanup Initiative will be submitted through the KAB Hub.

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Project Activities

Which of the following eligible Greatest American Cleanup activities will you implement using these grant resources? [select all that apply by holding Ctrl+ (on Mac use Command key) and clicking on your selections]
- Litter cleanup

Project Timeline

When will the project activities take place?

Expected start date of project.
05/16/2026

Expected end date of project
05/16/2026

Date of Note #1:	Date #1: What is happening on this date?	Date of Note #2:	Date #2: What is happening on this date?

Greatest American Cleanup Support

How will the proposed project(s) contribute to your Greatest American Cleanup efforts in 2026? (Max 300 words)
Keep Port St. Lucie Beautiful (KPSLB) will complete its year-long America's 250th Anniversary - Pop-Up Cleanups initiative with a sixth and final pop-up cleanup. In this event we will demonstrate our commitment to sustainability and community beautification within our city. The project will encourage litter control by honoring and rewarding volunteers with a T-shirt, and commemorating their efforts in the city's year-long pop-up clean up initiative for America's 250th anniversary. It will provide volunteers with an opportunity to improve their communities and celebrate America's 250th birthday.

How will it enable you to do more in 2026? What new communities or groups within your service areas can this project help you engage to support the Greatest American Cleanup? (Max 300 words)
The celebration of America's 250th anniversary has sparked a series of Pop-Up Cleanups organized by KPSLB, significantly expanding its network of volunteers. These events have not only increased the volume of litter that can be cleaned up but have also provided an opportunity for KPSLB to familiarize a diverse audience with the principles of Keep America Beautiful. This initiative is particularly beneficial in fostering community engagement, as it actively involves local high school students and educators, encouraging them to take part in environmental stewardship. Additionally, it serves as a platform for collaboration with Adopt-A-Street Groups, various social clubs, homeowners' associations, and city employees. By bringing together these different groups, the project aims to cultivate a sense of community responsibility and

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environmental awareness, ultimately leading to a cleaner and more sustainable environment for all.

Project Budget

How will you spend the grant funds to support the project? Please include an estimate of how much you anticipate spending on administrative or maintenance costs. (Max 300 words)
Grant funds will be spent to purchase 150 T-shirts at $1,675 to reward volunteers and memorialize their efforts in the city's year-long pop-up clean up initiative for America's 250th anniversary.

Sponsor Engagement

Do you have a relationship with your local bottler?	What is the name of your local Coca-Cola Bottler?
Yes	**Coca-Cola Beverages Florida- Fort Pierce**

If you are finished with this grant application, please click "Review and Submit" to be taken to the Confirmation Page where you can review and print your completed application.

On that page, you will be asked to "Confirm" your submission, at which time your application is complete.
You MUST click confirm at the bottom of the next page in order to finalize your response.

Certificate Of Completion

Envelope Id: 37CA531B-0814-847E-809B-D7667BF1299C
Status: Sent

Subject: Keep America Beautiful™ Greatest Grant Award

Source Envelope:

Document Pages: 19
Signatures: 0
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Thea Michailides
1010 Washington Blvd
Stamford, CT 06901
tmichailides@kab.org
IP Address: 155.226.129.247

Record Tracking

Status: Original
4/16/2026 1:00:06 PM
Holder: Thea Michailides
tmichailides@kab.org
Location: DocuSign

Signer Events	Signature	Timestamp
Jesus Merejo Grants@cityofpsl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/11/2026 3:56:57 PM ID: 62c15815-9719-4fc8-a542-c3bd413d027f		Sent: 4/16/2026 1:00:48 PM Resent: 5/11/2026 1:22:20 PM Viewed: 5/11/2026 3:56:57 PM
Jennifer Lawson jlawson@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Keep America Beautiful Docusign affiliateservices@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jason Smith jsmith@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/28/2025 2:06:53 PM ID: 9573a7fc-8601-4f28-833f-a76e8eb4c306		

Carbon Copy Events	Status	Timestamp
Thea Michailides tmichailides@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Jeri Irby jirby@kab.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Meighan Beckett mbeckett@cityofpsl.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/16/2026 8:17:47 AM ID: 5150341c-a293-465c-bdd5-a62ab910557d		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2026 1:00:48 PM
Envelope Updated	Security Checked	5/11/2026 1:22:18 PM
Envelope Updated	Security Checked	5/11/2026 1:22:18 PM
Envelope Updated	Security Checked	5/11/2026 1:22:18 PM
Envelope Updated	Security Checked	5/11/2026 1:22:18 PM
Envelope Updated	Security Checked	5/11/2026 1:22:19 PM
Envelope Updated	Security Checked	5/11/2026 1:22:19 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Keep America Beautiful (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Keep America Beautiful:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: tmichailides@kab.org

To advise Keep America Beautiful of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tmichailides@kab.org and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Keep America Beautiful

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tmichailides@kab.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Keep America Beautiful

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to tmichailides@kab.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Keep America Beautiful as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Keep America Beautiful during the course of your relationship with Keep America Beautiful.

Agenda Summary

2026-486

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.c

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Sponsorship Request from the Lupus Foundation of America, SE Region.

Submitted By: Jasmin Padova, Executive Assistant.

Strategic Plan Link: The City's Goal of quality education for all residents.

Executive Summary (General Business): Pamela Kinger-Mazzo, Ambassador with the Lupus Foundation of America, SE Region is requesting the City share their information about lighting up purple for Lupus Awareness month on the City's social media page(s).

Presentation Information: Pamela Kinger-Mazzo, Ambassador with the Lupus Foundation of America, SE Region will be in attendance.

Staff Recommendation: Move that the Council find that promotion of Lupus Awareness Month serves a valid public and/or municipal purpose and approve the applicant's sponsorship request.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the sponsorship request.
2. Move that the Council provide staff direction.

Background: The City of Port St. Lucie has previously promoted Lupus Awareness Month by lighting up City Hall and other City facilities purple. This year, the Lupus Foundation has requested that the City share their information about lighting up purple for Lupus Awareness month on the City's social media page(s).

Financial Information: Nominal use of City staff and equipment to promote requested awareness on the City's social media page(s).

Special Consideration: Communications has been notified about this request.

Location of Project: N/A

Attachments:
1. Email from Pamela Kinger-Mazzo, Ambassador with the Lupus Foundation of America, SE Region

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A.

From: Maritza Diaz-Ott
To: Jasmin Padova
Subject: Fw: Today"s call
Date: Tuesday, April 28, 2026 1:31:28 PM
Attachments: Outlook-kyz321be.png
Outlook-Text
Outlook-signature_.png
Outlook-signature_.png
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Hi Jasmine,

Please see below.

With gratitude,

Maritza Diaz-Ott, M.S.
Project Manager for Engagement & Marketing
Communications Department
o. 772-873-6308
c. 772-302-0000

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: Positively Lupus Living <positivelylupusliving@gmail.com>
Sent: Tuesday, April 28, 2026 12:39 PM
To: Maritza Diaz-Ott <mott@cityofpsl.com>
Subject: Re: Today's call

Hello Maritza !
Yes, It was good to speak with you yesterday as well. My apologies, this is getting to you later than I had hoped to, as I had a family emergency .

I have attached information about the Lupus Foundation.

I have also included the post I will be placing on my own social media accounts beginning Friday, May 1st, which includes information about Lupus and a glimpse of what the LFA has regarding programming & resources, contact info, and my own
contact information.

I also let Jasmin Padova in the City Manager's Office that your office might contact her for verification. As of today the City Hall will be lit purple from May 1st to May 30th. I am hoping the city will get everything in place in time to include lighting the fountain at the corner of Floresta and PSL and the roundabout at Floresta Elementary, purple as well.

Thank You so much for your help, please do not hesitate to contact me if you need additional information. 772-57-3696

sincerely,
Pamela Milazzo, Ambassador
Lupus Foundation of America SE Region
****

(Social Media Post Edited Version) **Make Lupus Visible in Port St. Lucie**

Tonight, as you travel along Port St. Lucie Blvd after a long day—perhaps finishing errands or meeting friends for dinner—you'll notice City Hall glowing purple. May is Lupus Awareness Month, and once again, the City of Port St. Lucie has partnered with the Lupus Foundation of America (LFA) to make lupus visible in our community.

But what is lupus? Systemic Lupus Erythematosus is a complex, chronic autoimmune disease with an array of symptoms that often makes it difficult to diagnose. It can attack any system of the body, including the skin, blood, nervous system, blood vessels, kidneys, heart, and lungs. Symptoms range from joint pain, rashes, and hair loss (alopecia) to extreme fatigue, which affects 80–90% of patients. It can also cause cognitive issues known as "brain fog" and, in many cases, a clotting disorder that can lead to strokes.

Lupus symptoms develop slowly, varying in severity with periods of active disease (flares) and remission. There is no cure.

Who is affected?

90% of those diagnosed are women.
Highest prevalence is among African American, Latino, Native American, Asian, and Pacific Islander communities.
Men are also diagnosed, but because the disease mimics others, patients often suffer for years without a correct diagnosis.

Sadly, lupus remains underrecognized, even though over 1.5 million Americans—including 100,000 in Florida—are living with it. **1 in 185 people** have lupus, and one new person is diagnosed every 32 minutes.

The Lupus Foundation of America works to improve the quality of life for all people affected by lupus through programs of research, education, support, and advocacy. Free educational courses, seminars, and empowerment conferences are available to help patients live their best life. Through the LFA, Lupus warriors have the opportunity to help guide current research and learn to advocate for themselves and others on state and national levels.

Get Involved & Get Information

Lupus Foundation of America, SE Chapter: (561) 279-8606 | infose@lupus.org
Our website is Lupus.org/Southeast .We are on all Social Media Platforms
Local LFA Ambassador: Pamela Milazzo PositivelyLupusLiving@Gmail.com (For information on local resources, support, and events, etc).

The LFA thanks the Office of Mayor Shannon Martin, the Office of the City Manager and the

Communications department for helping us Make Lupus Visible in Port St Lucie in 2026

On Mon, Apr 27, 2026 at 4:49 PM Maritza Diaz-Ott <mott@cityofpsl.com> wrote:

> Hi Pam,
>
> It was great speaking with you today.
>
> Per our conversation, please send me all the details and I'll forward it to the City Manager's office. Have a good day.
>
> With gratitude,
>
> **Maritza Diaz-Ott, M.S.**
> ***Project Manager for Engagement & Marketing***
> **Communications Department**
> o. 772-873-6308
> c. 772-302-0000
>
> ---
>
> **City of Port St. Lucie | *Heart of the Treasure Coast***
> 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

Agenda Summary

2026-484

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.d

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Traffic Enforcement Agreements between the City of Port St. Lucie and Verano 2 & 3 Community Development Districts.

Submitted By: Gretchen Raziela, Assistant to Chief Leo Niemczyk, Police Department

Strategic Plan Link: The City's Mission to enhance our community's safety.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Verano 2 & 3 Community Development Districts (hereinafter "Verano CDDs")
2. Parties: City of Port St. Lucie and Verano 2 & 3 Community Development Districts
3. Purpose: To approve the traffic enforcement agreement allowing the City of Port St. Lucie to jurisdiction over the roads in the Verano 2 & 3 Community Development Districts. The City of Port St. Lucie's Police Department (hereinafter "PSLPD") shall enforce the Florida Uniform Traffic Control Laws and the Code of Ordinances of the City of Port St. Lucie, Florida on such roads.
4. New/Renewal/Modified: New
5. Duration: Five (5) years
6. Benefits to Port St. Lucie: Safety to City residents located in the community.
7. Cost to Port St. Lucie (Annual and Potential): PSLPD may charge for the actual costs of providing traffic control and enforcement within the Verano communities.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Traffic Enforcement Agreement.

Alternate Recommendations:

1. Move that the Council amend the recommendation and and accept and execute the Traffic Enforcement Agreement.
2. Move that the Council not execute the Traffic Enforcement Agreement and provide staff with direction.

Background: Verano CDDs have requested that the City agree to permit its Police Department to enforce the traffic laws within the community. Verano CDDs have provided proof of insurance and an engineer certification that the roadways are in compliance with the current relevant laws

Issues/Analysis: N/A

Financial Information: PSLPD may charge for the actual costs of providing traffic control and enforcement within the Verano communities.

Special Consideration: N/A

Location of Project: Verano 2 & 3 Community Development Districts within the City of Port St. Lucie.

Attachments:

1. Signed Traffic Enforcement Agreement (Verano 2)
2. Verano 2 Traffic Enforcement Agreement Exhibits (Exhibit A - Verano 2 Map, Exhibit B - Certificate of Insurance Traffic Enforcement Agreement, Exhibit C - Engineer Certification)
3. Signed Traffic Enforcement Agreement (Verano 3)
4. Verano 3 Traffic Enforcement Agreement Exhibits (Exhibit A - Verano 2 Map, Exhibit B - Certificate of Insurance Traffic Enforcement Agreement, Exhibit C - Engineer Certification)

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25287-08

Legal Sufficiency Review:
Reviewed by Daniella Margetic, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS

THIS AGREEMENT made as of this 21 day of April, 2026, by and between the **CITY OF PORT ST. LUCIE** (hereinafter "City"), a municipal corporation of the State of Florida, and **VERANO 2 COMMUNITY DEVELOPMENT DISTRICT** (hereinafter "Owner"), a special purpose unit of local government established under Chapter 190, Florida Statutes.

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the Owner of the private roads;

WHEREAS, the Owner holds legal title to the roads located within the Verano 2 Community in the City of Port St. Lucie, Florida; and

WHEREAS, the Owner has requested that the City exercise traffic enforcement jurisdiction over the Owner's roads on the terms and conditions set forth herein.

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with Chapter 190, Florida Statutes, and other applicable governing documents.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. Authorization. The Owner holds legal title to the roads described in Exhibit "A" and its Board of Supervisors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.

2. Traffic Enforcement. Pursuant to Section 316.006(2)(b), Florida Statutes, the City and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit "A" attached hereto and incorporated by this reference to the City. The City of Port St. Lucie's Police Department (hereinafter "PSLPD") shall enforce the Florida Uniform Traffic Control Laws and the Code of Ordinances of the City of Port St. Lucie, Florida on such roads. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the PSLPD. Owner may in no way attempt to influence or otherwise control City relating to the enforcement of traffic laws by the PSLPD on the Owner's roadways.

3. Costs. The City may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by May 1 of each year. Such invoice shall be paid by Owner on or before June 1 of each year.

4. Insurance. Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000) aggregate ("Insurance"), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be listed as an additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and

employees. A copy of the Insurance Certificate is attached hereto as Exhibit "B." Additionally, should Owner be notified that any Insurance policy be canceled or rescinded, Owner shall immediately notify the City. All insurance shall be maintained during the term of this Agreement, and any extension or renewal thereof, in companies legally qualified to transact business in the State of Florida.

5. Traffic Control Devices. Owner has provided to the City an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices/signs conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such certification is attached hereto as Exhibit "C." Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the PSLPD enforcing any traffic laws under this Agreement.

6. Indemnification. Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City's performance hereunder, except for claims arising out of the City's own acts or omissions. Further, the owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the City's performance hereunder, except those incidents arising from the negligent, willful or wanton acts of the City, its officers, employees, volunteers, representatives and agents. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City or the Owner under Florida Statute §768.28, or other applicable law. This indemnification shall survive the cancellation of this agreement.

7. Term. This Agreement shall have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year terms upon written request by Owner to City no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the City Council at a public meeting. City Council may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven (7) calendar days prior to the date of termination.

8. Entire Agreement. This Agreement represents the full understanding between the parties in regard to the subject matter of this Agreement. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.

9. Assignment. This Agreement shall be binding on the parties hereto and may not be assigned without the written consent of the other party.

10. Maintenance. Owner shall continue to be responsible for the maintenance of the roads described in Exhibit A in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.

11. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent

contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.

12. Employee Status. Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

13. Notice. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

Required Copy to:
City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Chief of Police
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Owner:
Verano 2 Community Development District
District Manager, c/o GMS-SF, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

WHEREFORE, the parties below execute the *Agreement for Traffic Enforcement on CDD Roads.*

WITNESS

By: _____
Name: MARY SKINNER
Address: 8818 SW Flutto Way
Port St. Lucie, Fl 34987

By: _____
Name: Qunica Moore
Address: 8818 SW Flutto Way
Port St Lucie, Fl 34987

VERANO 2 COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: DARREN WEIMER
Title: Chairperson

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of April, 2026, by Darren Weimer, _____, of VERANO 2 COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either (personally known) to me, or produced _____ as identification.

DAWN M. ACKERMAN
Commission # HH 528200
Expires September 7, 2028
(NOTARY SEAL)

_____
NOTARY PUBLIC, STATE OF
_____

Name: Dawn M Ackerman
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS]

ATTEST

By: _____
Name: _____
Title: City Clerk

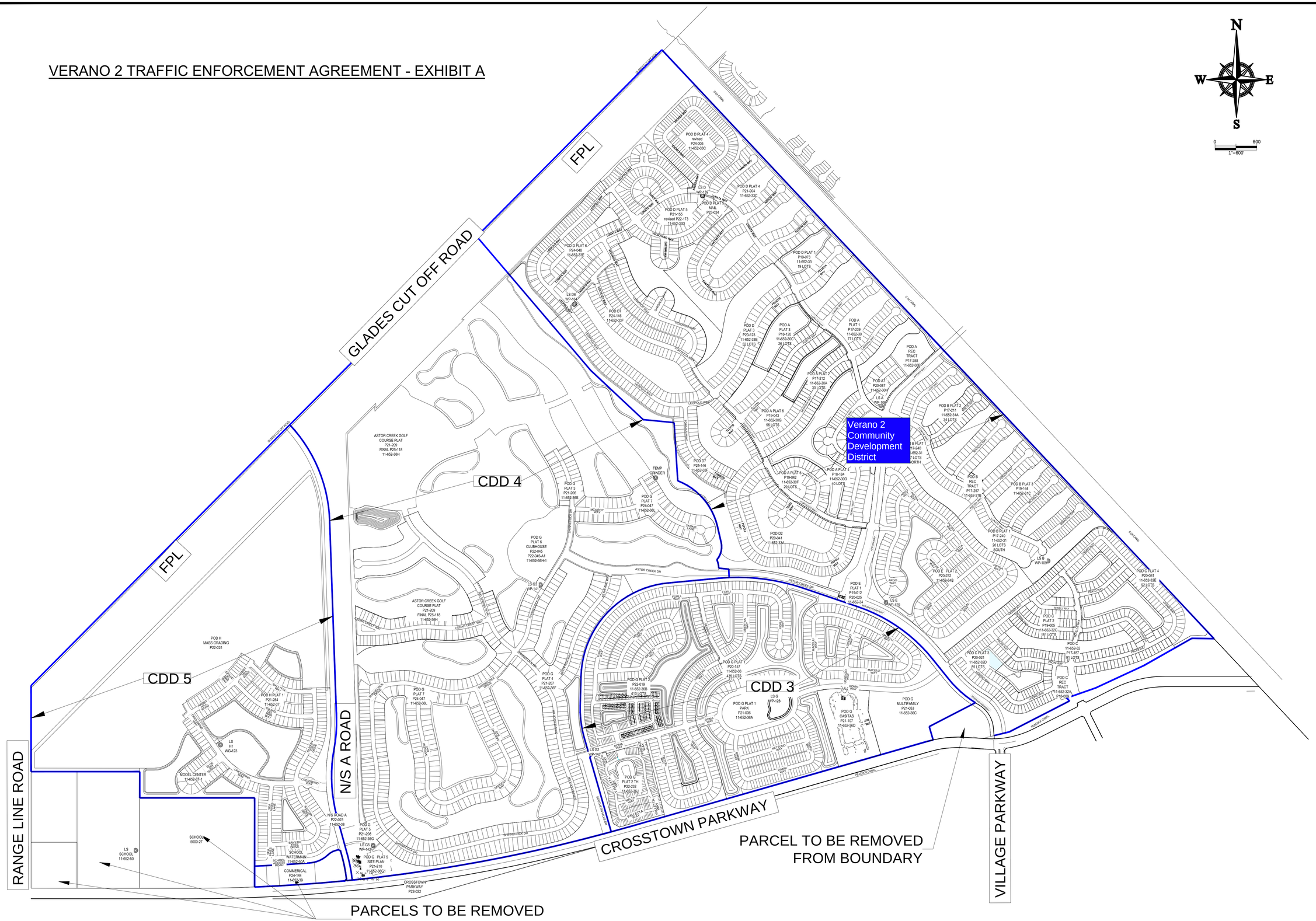
CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Name: _____
Title: Mayor

APPROVED AS TO FORM

By: _____
Name: _____
Title: City Attorney

VERANO 2 TRAFFIC ENFORCEMENT AGREEMENT - EXHIBIT A



Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458

Jupiter Office
PHONE: 561.406.0007
www.MillsShortAssociates.com

Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

BRANDON M. ULMER
No. 68345
PROFESSIONAL ENGINEER
April 22, 2025
FLORIDA CERTIFICATE NO. 68345
STATE OF FLORIDA
PROFESSIONAL ENGINEER

ISSUE	DATE	COMMENTS

CITY OF PORT ST LUCIE AND PSLSUD
MASTER PROJECT NUMBERS

THIS SHEET

DRAWN BY: MJL
CHECKED BY: BMU
APPROVED BY: BMU
SCALE: SEE SHEET

PROJ. NO.
DATE
SHEET NO.
PSL-01

FILE: C:\Users\mfeydieker\Mills, Short & Associates\Common - Documents_Projects Stuart\525-600 Koller Verano\CDD\VERANO MASTER CDD WITH STREET NAMES.dwg

VERANO 2 TRAFFIC ENFORCEMENT AGREEMENT - EXHIBIT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sara Wilson	
Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: swilson@egisadvisors.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Florida Insurance Alliance	33467
INSURED Verano 2 Center Community Development District (CDD2) c/o GMS 5385 N Nob Hill Road Sunrise FL 33351	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** Master Liab **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	10025838	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Per	$ 1,000,000 $ Included $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			10025838	10/01/2025	10/01/2026	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 ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $
A	Public Officials Liability			10025838	10/01/2025	10/01/2026	Per Claim Aggregate Deductible	1,000,000 2,000,000 $0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Port St. Lucie, City's Officers, agents, and employees are named as Additional Insured with respect to General Liability for Verano 2 Community Development District for the traffic control and enforcement of its private roads. Further a Waiver of Subrogation is in favor of the Additional Insured and includes the required Primary and Non-Contributory wording. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation.

CERTIFICATE HOLDER

CIty of Port St. Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brent Hummel

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Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

DESIGN CERTIFICATION

I, *Brandon Ulmer*, ***PE***, a Professional Engineer duly registered and in good standing with the State of Florida hereby certify to the Verano Community Development District #2-5 (Verano CCD) that the design of the traffic control and pavement markings for the *Verano Community Development District #2-5 (Phases complete as of this letter)* were performed under my direct supervision and control, and to the best of my professional knowledge and belief complies with the applicable Laws of the State of Florida and the applicable regulations and ordinances of the City of Port St. Lucie, Florida, and further meets the Design Standards as set forth in the 2009 U.S. DOT FHWA *Manual of Uniform Traffic Control Devices* (MUTCD), Revision 2, (2012), except as may be noted herein. Evidence of acceptance by the City of Port St. Lucie to any such deviation prior to its installation is attached hereto and made a part hereof.

Specifically included in this certification, I hereby attest that the placement of any pavement markings and/or traffic control devices meet the requirements of the MUTCD with regard to number, size, colors, shape, installed heights and locations specified in the MUTCD and additionally meet and/or maintain any additional site specific pedestrian access, roadway clear zone requirements and visible site triangles. I further certify that the number and locations thereof, are consistent with, and in accordance with the plans and specifications for the project approved by the City of Port St. Lucie, the drawings for which are referenced and attached hereto. All local streets are assumed 25 mph, all access points have been signed accordingly.

Deviations to the design standards contained in the MUTCD include:
1. None

This design was done using standard engineering design and practices and there is reasonable assurance, in my professional judgment, when properly constructed, maintained, and operated will perform all functions for which it is intended. I therefore affix my seal this 6th day of February 2026.

Sincerely,

Brandon Ulmer, PE

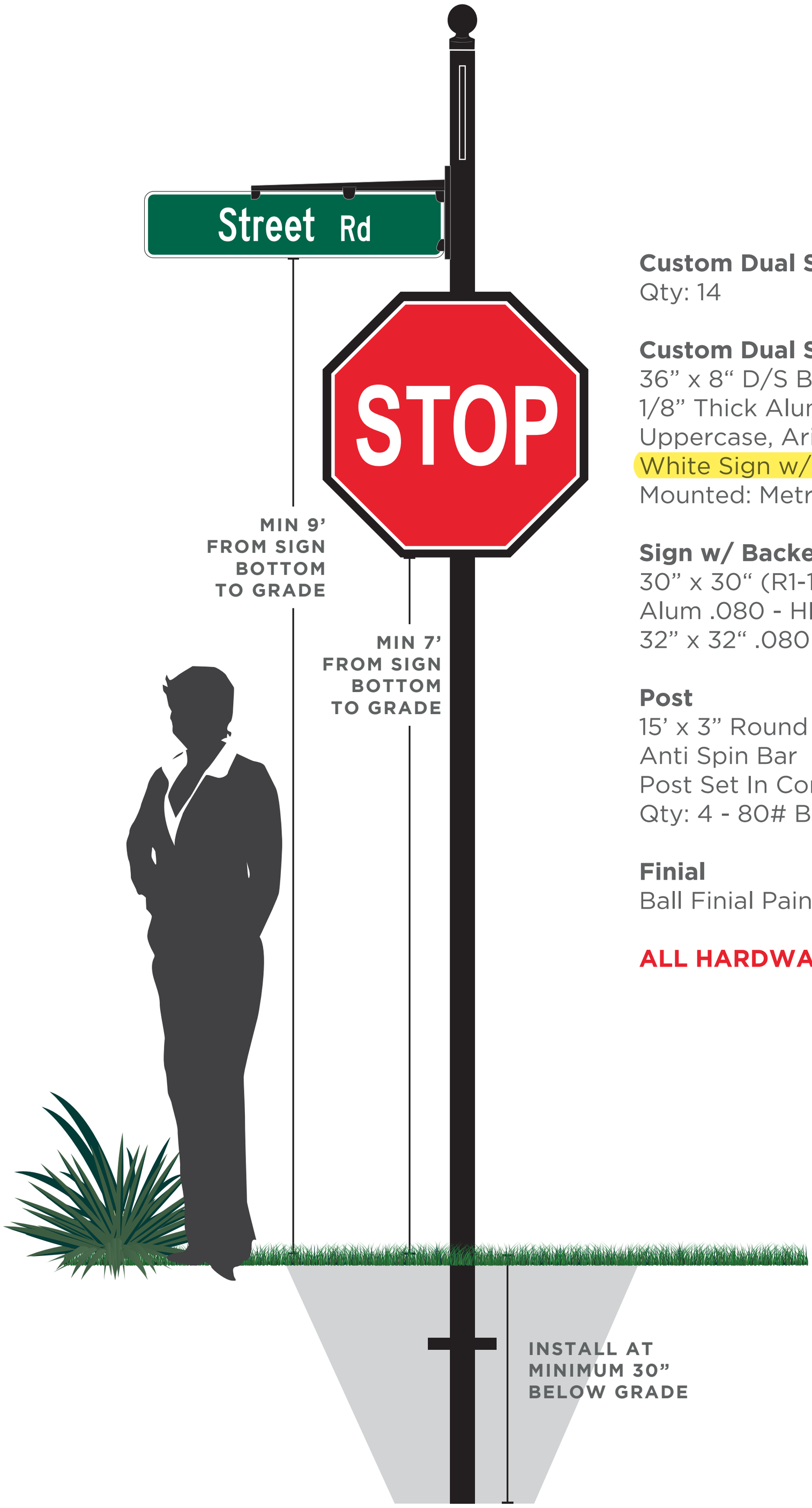
Date: 2-6-2026

(seal) Brandon Ulmer

Digitally signed by Brandon Ulmer
DN: CN=Brandon Ulmer, dnQualifier=A01410D0000019A03185279000B3970, O=Mills Short Associates, C=US
Location: FL PE 68345
Contact Info: MSA CA 30698
Date: 2026.02.06 10:45:11-05'00'

Registration No.: 68345
Mills Short and Associates
1095 Jupiter Park Drive Suite 10
Jupiter FL 33458

Encl: Other Supporting Documents: i.e. typical sign cut sheets as needed



Custom Dual Street Blade/Stop Combo
Qty: 14

Custom Dual Street Blades
36” x 8“ D/S Blades (2 D/S Blades per post)
1/8” Thick Alum - HI Reflective Vinyl
Uppercase, Arial Typeface
White Sign w/ Black Lettering
Mounted: Metro Wing Bracket Painted

Sign w/ Backer
30” x 30“ (R1-1) Stop SIgn
Alum .080 - HI Reflective Vinyl
32” x 32“ .080 Alum. Backer Painted

Post
15’ x 3” Round Smooth Post Painted
Anti Spin Bar
Post Set In Concrete For Stability
Qty: 4 - 80# Bags

Finial
Ball Finial Painted Black

ALL HARDWARE PAINTED

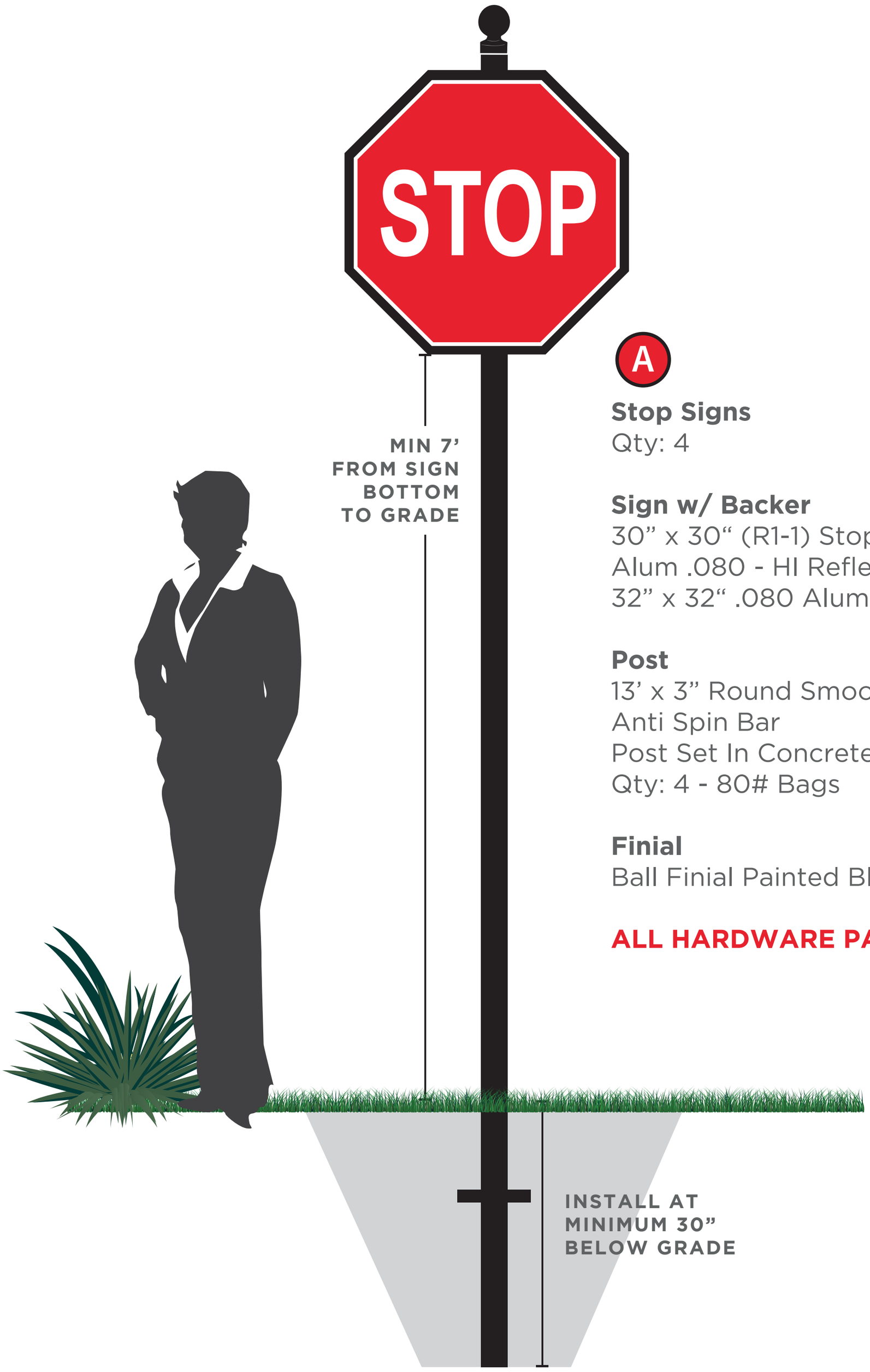
Backers Painted Black (gloss)

PAINT

Black (gloss)

ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL

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A

Stop Signs
Qty: 4

Sign w/ Backer
30” x 30“ (R1-1) Stop SIgn
Alum .080 - HI Reflective Vinyl
32” x 32“ .080 Alum. Backer Painted

Post
13’ x 3” Round Smooth Post Painted
Anti Spin Bar
Post Set In Concrete For Stability
Qty: 4 - 80# Bags

Finial
Ball Finial Painted Black

ALL HARDWARE PAINTED

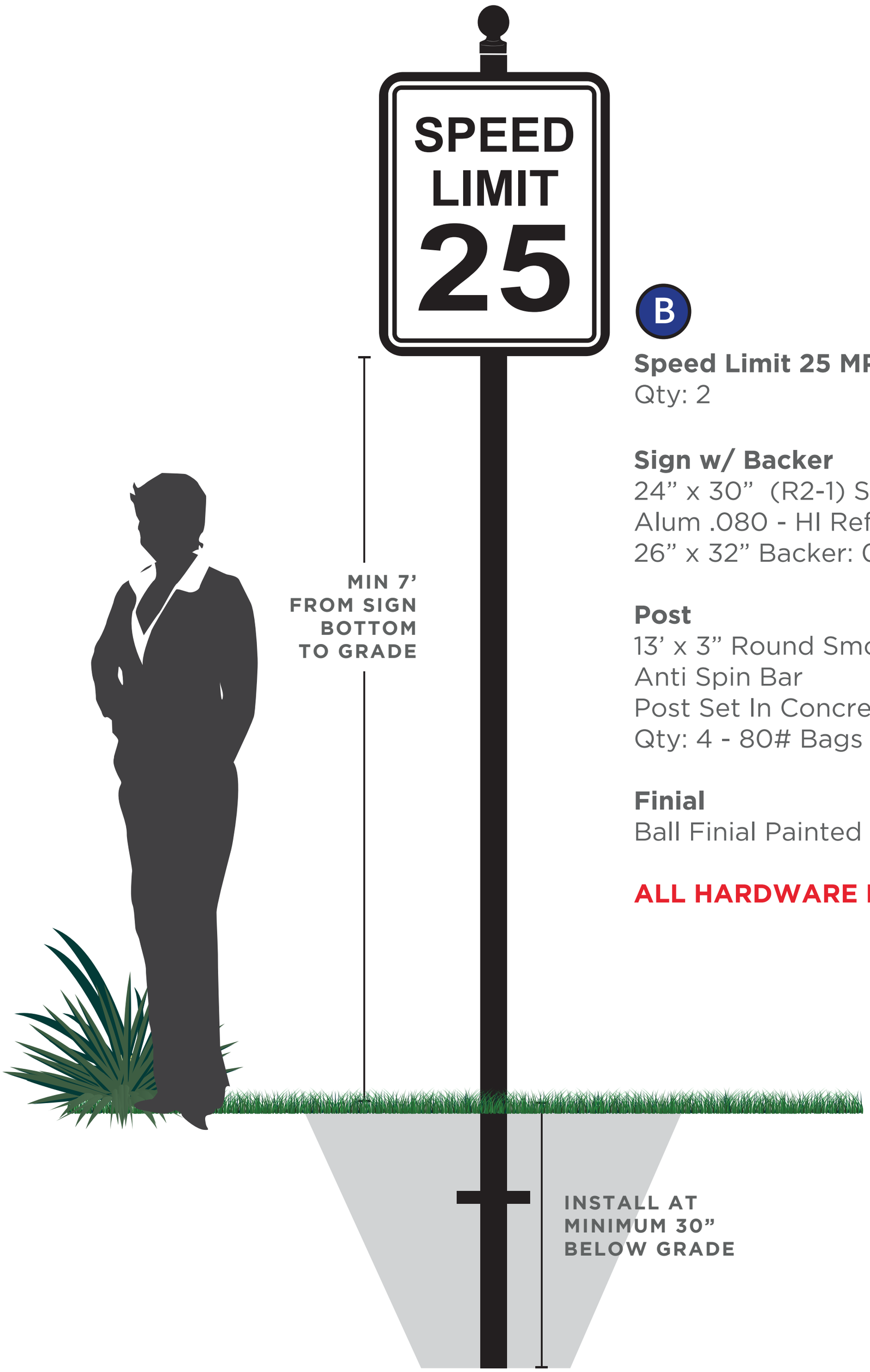
Backers Painted Black (gloss)

PAINT

Black (gloss)

ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL

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B

Speed Limit 25 MPH Sign
Qty: 2

Sign w/ Backer
24” x 30” (R2-1) Speed Limit 25 MPH Sign
Alum .080 - HI Reflective Vinyl
26” x 32” Backer: 080 Aluminum Painted

Post
13’ x 3” Round Smooth Post Painted
Anti Spin Bar
Post Set In Concrete For Stability
Qty: 4 - 80# Bags

Finial
Ball Finial Painted Black

ALL HARDWARE PAINTED

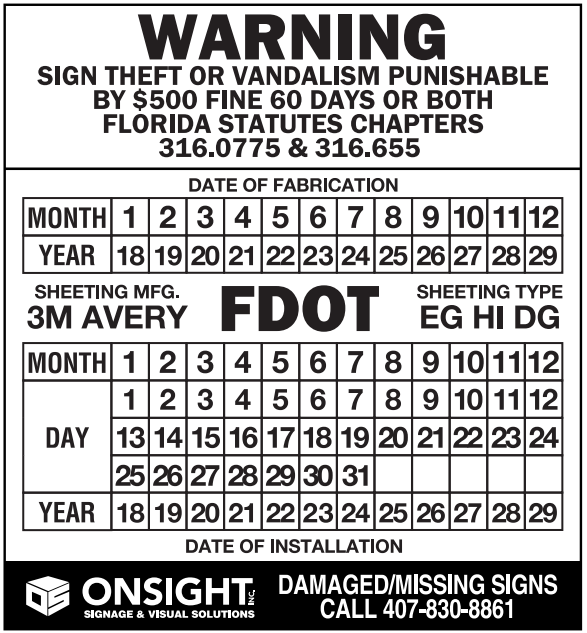
Backers Painted Black (gloss)

PAINT

Black (gloss)

ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL

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DOT Decal
Qty: 20
3”x3.25”
Digital Print (Oracal) w/Gloss Lam
Media Only

*Installed on the backs
of all Finished Street Signs

ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL
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AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS

THIS AGREEMENT made as of this 21 day of APRIL, 2026, by and between the **CITY OF PORT ST. LUCIE** (hereinafter "City"), a municipal corporation of the State of Florida, and **VERANO 3 COMMUNITY DEVELOPMENT DISTRICT** (hereinafter "Owner"), a special purpose unit of local government established under Chapter 190, Florida Statutes.

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the Owner of the private roads;

WHEREAS, the Owner holds legal title to the roads located within the Verano 3 Community in the City of Port St. Lucie, Florida; and

WHEREAS, the Owner has requested that the City exercise traffic enforcement jurisdiction over the Owner's roads on the terms and conditions set forth herein.

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4. Insurance. Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000) aggregate ("Insurance"), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be listed as an additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and

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6. Indemnification. Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City's performance hereunder, except for claims arising out of the City's own acts or omissions. Further, the Owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the Owner's performance hereunder, including those incidents arising from the willful or wanton acts of the owner, its officers, employees, volunteers, representatives and agents. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City or the Owner under Florida Statute §768.28, or other applicable law. This indemnification shall survive the cancellation of this agreement.

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8. Entire Agreement. This Agreement represents the full understanding between the parties in regard to the subject matter of this Agreement. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.

9. Assignment. This Agreement shall be binding on the parties hereto and may not be assigned without the written consent of the other party.

10. Maintenance. Owner shall continue to be responsible for the maintenance of the roads described in Exhibit A in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.

11. Independent Contractor. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent

contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.

12. Employee Status. Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

13. Notice. Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

Required Copy to:
City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Chief of Police
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Owner:
Verano 3 Community Development District
District Manager, c/o GMS-SF, LLC
5385 N. Nob Hill Road
Sunrise, Florida 33351

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

WHEREFORE, the parties below execute the *Agreement for Traffic Enforcement on CDD Roads.*

WITNESS

By: _____
Name: Paul Martin
Address: 14025 Riveredge Dr, Ste 175, Tampa FL 33637

By: _____
Name: _____
Address: _____

VERANO 3 COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: William Fife
Title: Chairperson

STATE OF FL
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21st day of April, 2026, by William Fife, _____, of VERANO 3 COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

KRISTEN ILISE SUIT
Commission # HH 272647
Expires July 4, 2026

NOTARY PUBLIC, STATE OF Florida

Name: Kristen Ilise Suit
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR AGREEMENT FOR TRAFFIC ENFORCEMENT ON CDD ROADS]

ATTEST

By: _____
Name: _____
Title: City Clerk

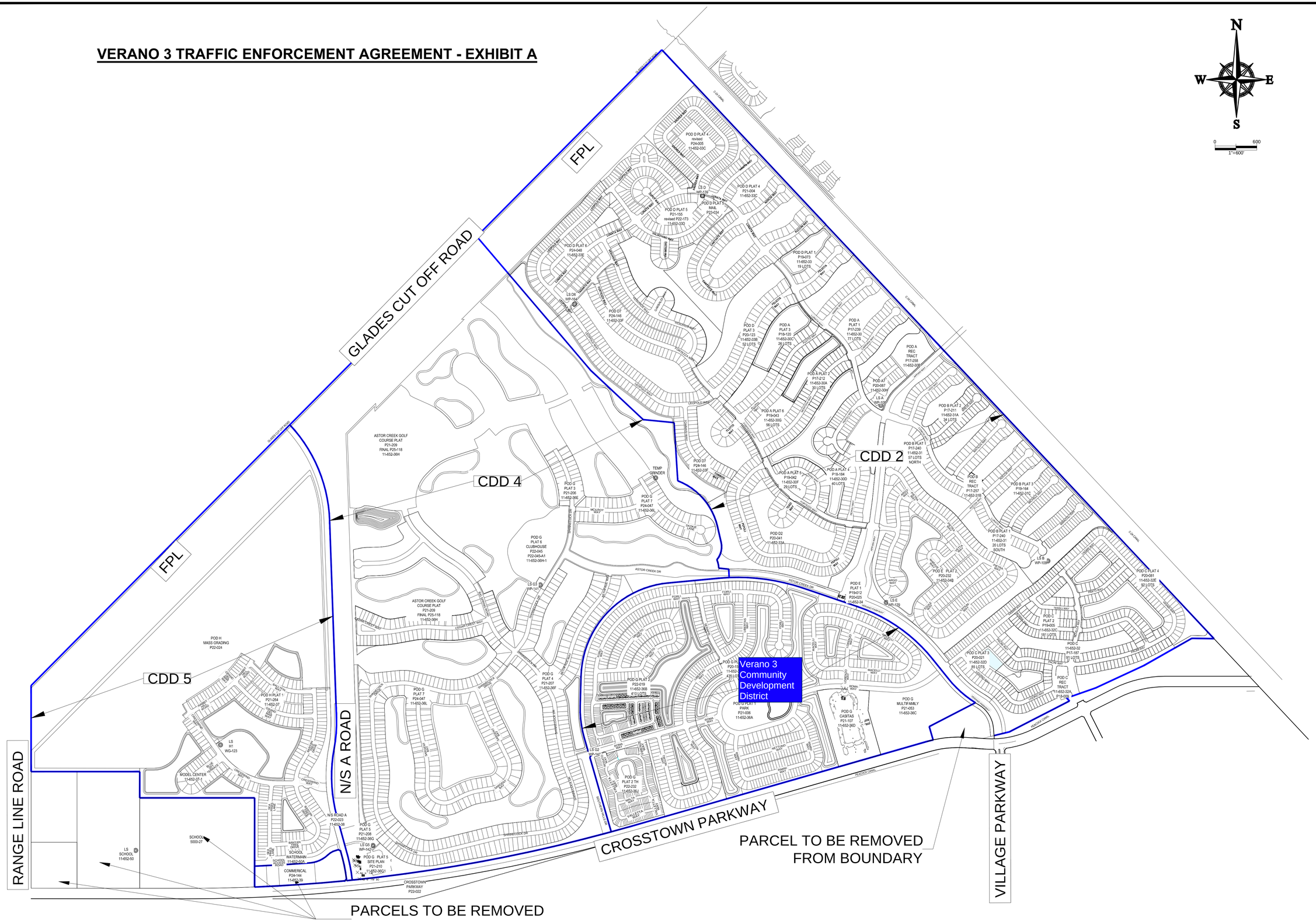
CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Name: _____
Title: Mayor

APPROVED AS TO FORM

By: _____
Name: _____
Title: City Attorney

VERANO 3 TRAFFIC ENFORCEMENT AGREEMENT - EXHIBIT A



Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458

Jupiter Office
PHONE: 561.406.0007
www.MillsShortAssociates.com

Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

BRANDON M. ULMER
No. 68345
PROFESSIONAL ENGINEER
April 22, 2025
STATE OF FLORIDA
PROFESSIONAL ENGINEER

ISSUE	DATE	COMMENTS

CITY OF PORT ST LUCIE AND PSLSUD
MASTER PROJECT NUMBERS

THIS SHEET

DRAWN BY MJL | CHECKED BY BMU | APPROVED BY BMU | SCALE SEE SHEET

PROJ. NO.
DATE
SHEET NO.
PSL-01

FILE: C:\Users\mfeydieker\Mills, Short & Associates\Common - Documents_Projects Stuart\S25-600 Keller Verano\CDD\VERANO MASTER CDD WITH STREET NAMES.dwg

VERANO 3 TRAFFIC ENFORCEMENT AGREEMENT - EXHIBIT B

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sara Wilson
Egis Insurance & Risk Advisors 250 International Parkway Suite 260 Lake Mary FL 32746	PHONE (A/C, No, Ext): — FAX (A/C, No): — E-MAIL ADDRESS: swilson@egisadvisors.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Florida Insurance Alliance	33467
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Verano Center Community Development District 3
c/o GMS-SF, LLC
5385 N. Nob Hill Rd.
Sunrise FL 33351

COVERAGES **CERTIFICATE NUMBER:** Master Liab **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	1001251097	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Per	$ 1,000,000 $ Included $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			1001251097	10/01/2025	10/01/2026	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 ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Public Officials Liability			1001251097	10/01/2025	10/01/2026	Per Claim Aggregate Deductible	1,000,000 2,000,000 $0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Port St. Lucie, City's Officers, agents, and employees are named as Additional Insured with respect to General Liability for Verano 3 Community Development District for the traffic control and enforcement of its private roads. Further a Waiver of Subrogation is in favor of the Additional Insured and includes the required Primary and Non-Contributory wording. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss. A minimum 30 days notice will be provided to the Certificate Holder for coverage cancellation.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brent Hemmel

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Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

DESIGN CERTIFICATION

I, *Brandon Ulmer*, ***PE***, a Professional Engineer duly registered and in good standing with the State of Florida hereby certify to the Verano Community Development District #2-5 (Verano CCD) that the design of the traffic control and pavement markings for the *Verano Community Development District #2-5 (Phases complete as of this letter)* were performed under my direct supervision and control, and to the best of my professional knowledge and belief complies with the applicable Laws of the State of Florida and the applicable regulations and ordinances of the City of Port St. Lucie, Florida, and further meets the Design Standards as set forth in the 2009 U.S. DOT FHWA *Manual of Uniform Traffic Control Devices* (MUTCD), Revision 2, (2012), except as may be noted herein. Evidence of acceptance by the City of Port St. Lucie to any such deviation prior to its installation is attached hereto and made a part hereof.

Specifically included in this certification, I hereby attest that the placement of any pavement markings and/or traffic control devices meet the requirements of the MUTCD with regard to number, size, colors, shape, installed heights and locations specified in the MUTCD and additionally meet and/or maintain any additional site specific pedestrian access, roadway clear zone requirements and visible site triangles. I further certify that the number and locations thereof, are consistent with, and in accordance with the plans and specifications for the project approved by the City of Port St. Lucie, the drawings for which are referenced and attached hereto. All local streets are assumed 25 mph, all access points have been signed accordingly.

Deviations to the design standards contained in the MUTCD include:
1. None

This design was done using standard engineering design and practices and there is reasonable assurance, in my professional judgment, when properly constructed, maintained, and operated will perform all functions for which it is intended. I therefore affix my seal this 6th day of February 2026.

Sincerely,

Brandon Ulmer, PE

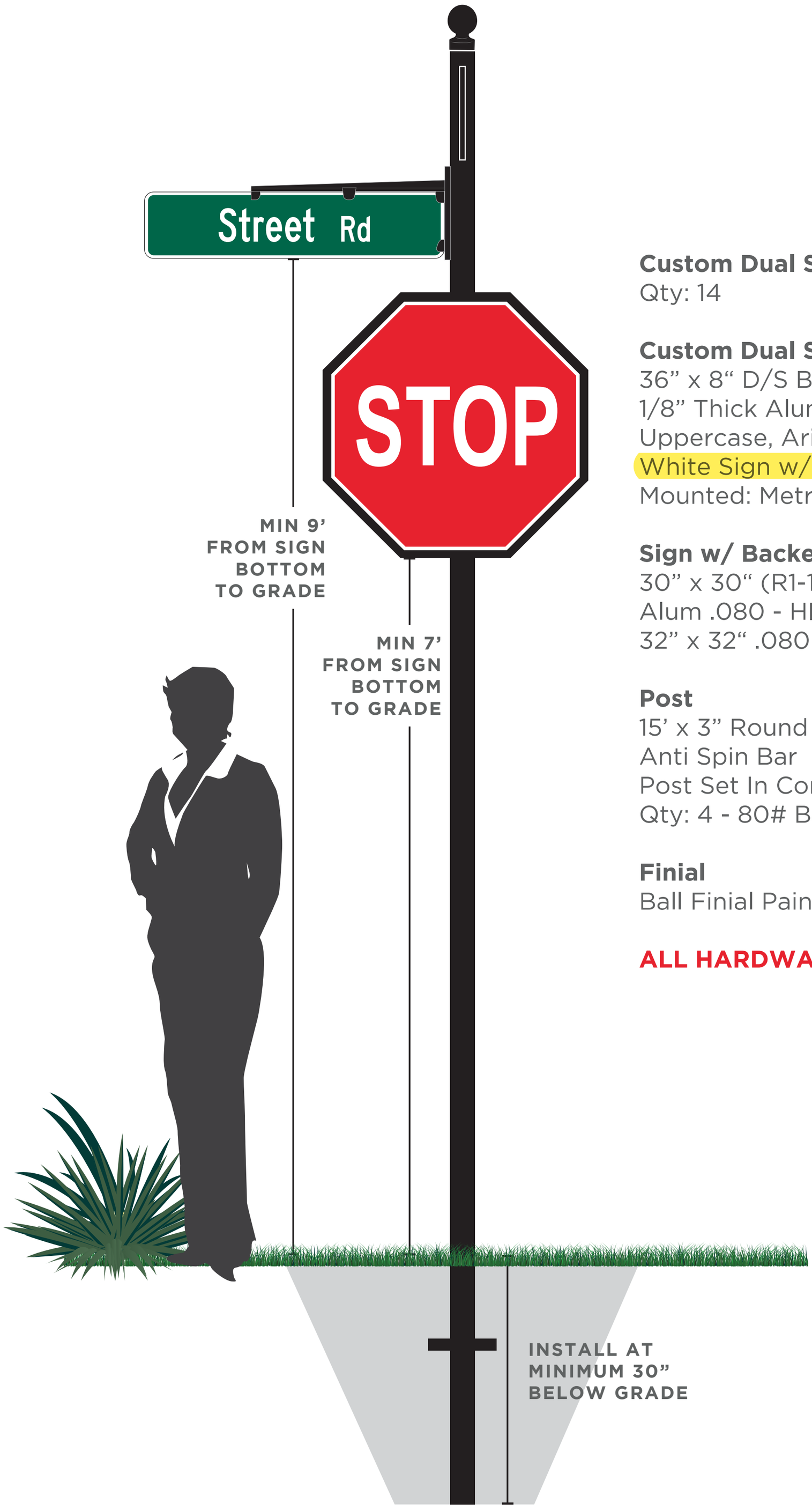
Date: 2-6-2026

(seal) Brandon Ulmer

Digitally signed by Brandon Ulmer
DN: CN=Brandon Ulmer, dnQualifier=A01410D0000019A03185279000B3970, O=Mills Short Associates, C=US
Location: FL PE 68345
Contact Info: MSA CA 30698
Date: 2026.02.06 10:45:11-05'00'

Registration No.: 68345
Mills Short and Associates
1095 Jupiter Park Drive Suite 10
Jupiter FL 33458

Encl: Other Supporting Documents: i.e. typical sign cut sheets as needed



Custom Dual Street Blade/Stop Combo
Qty: 14

Custom Dual Street Blades
36” x 8“ D/S Blades (2 D/S Blades per post)
1/8” Thick Alum - HI Reflective Vinyl
Uppercase, Arial Typeface
White Sign w/ Black Lettering
Mounted: Metro Wing Bracket Painted

Sign w/ Backer
30” x 30“ (R1-1) Stop SIgn
Alum .080 - HI Reflective Vinyl
32” x 32“ .080 Alum. Backer Painted

Post
15’ x 3” Round Smooth Post Painted
Anti Spin Bar
Post Set In Concrete For Stability
Qty: 4 - 80# Bags

Finial
Ball Finial Painted Black

ALL HARDWARE PAINTED

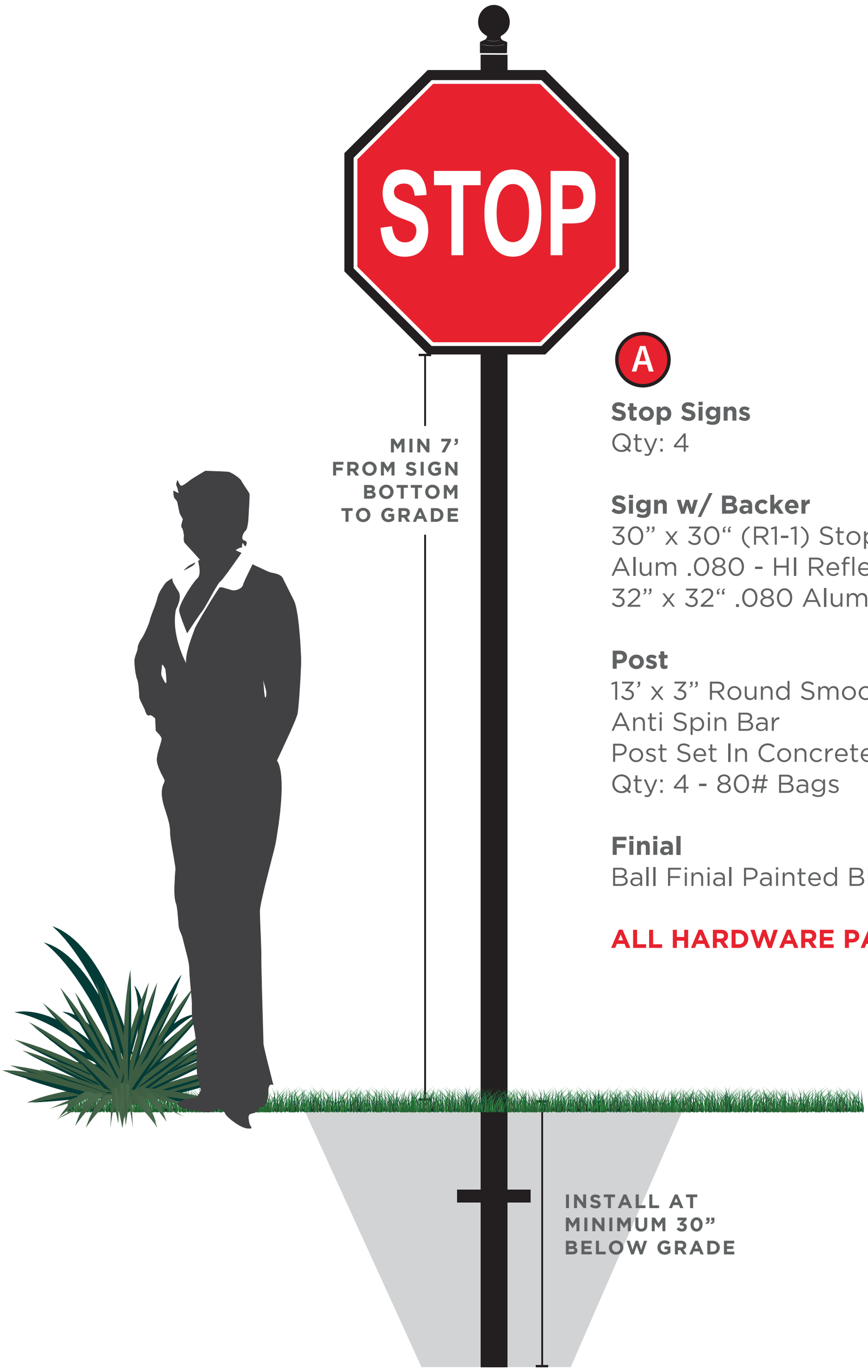
Backers Painted Black (gloss)

PAINT

Black (gloss)

ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL

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A

Stop Signs
Qty: 4

Sign w/ Backer
30” x 30“ (R1-1) Stop SIgn
Alum .080 - HI Reflective Vinyl
32” x 32“ .080 Alum. Backer Painted

Post
13’ x 3” Round Smooth Post Painted
Anti Spin Bar
Post Set In Concrete For Stability
Qty: 4 - 80# Bags

Finial
Ball Finial Painted Black

ALL HARDWARE PAINTED

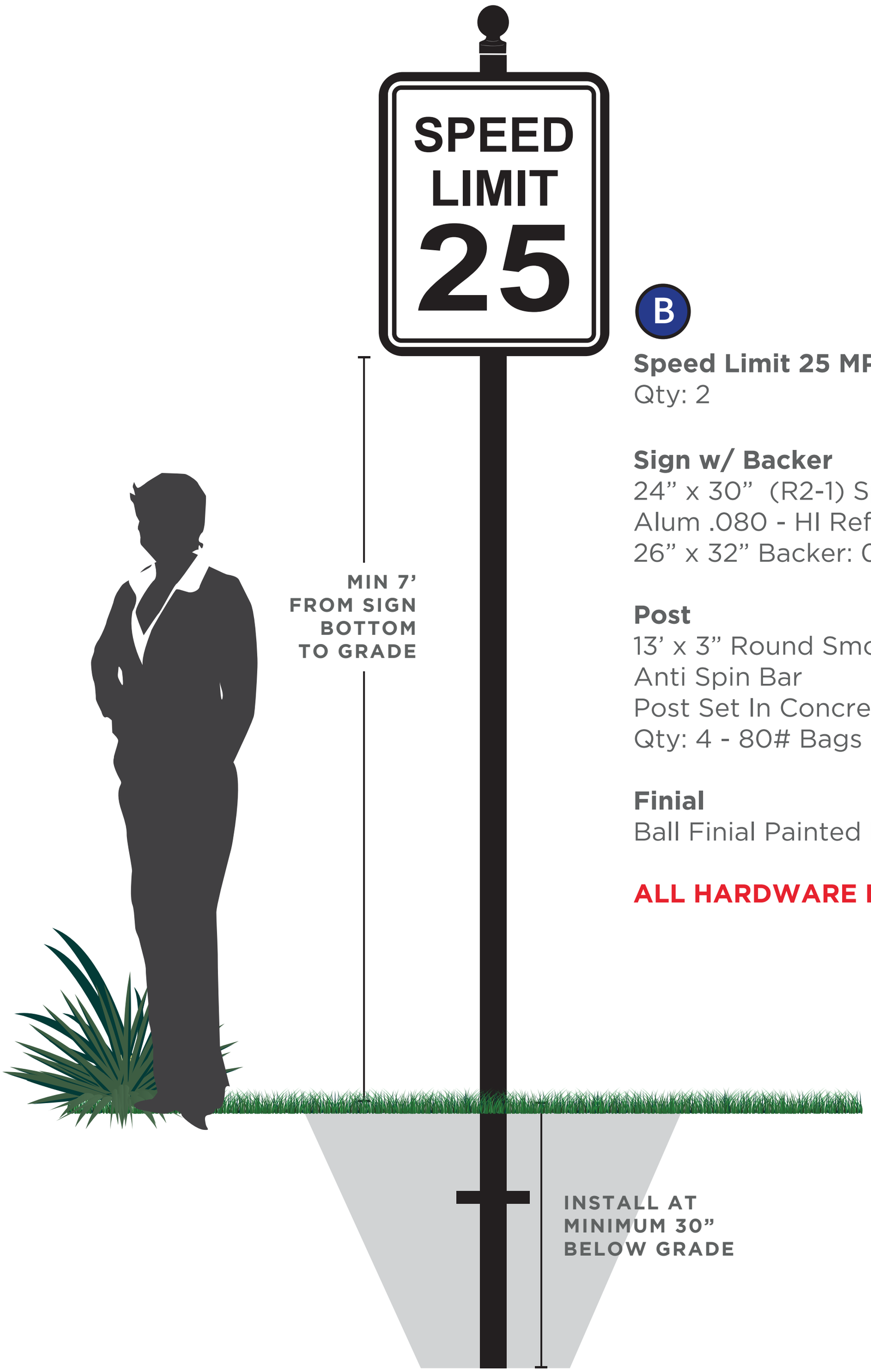
Backers Painted Black (gloss)

PAINT

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ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL

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B

Speed Limit 25 MPH Sign
Qty: 2

Sign w/ Backer
24” x 30” (R2-1) Speed Limit 25 MPH Sign
Alum .080 - HI Reflective Vinyl
26” x 32” Backer: 080 Aluminum Painted

Post
13’ x 3” Round Smooth Post Painted
Anti Spin Bar
Post Set In Concrete For Stability
Qty: 4 - 80# Bags

Finial
Ball Finial Painted Black

ALL HARDWARE PAINTED

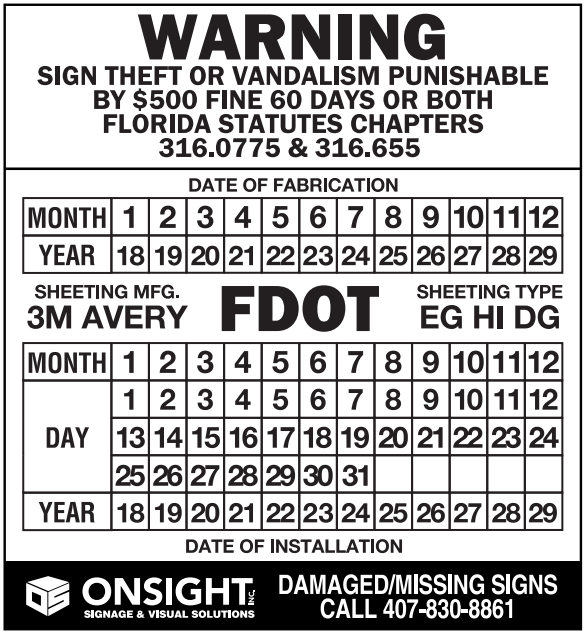
Backers Painted Black (gloss)

PAINT

Black (gloss)

ONSIGHT LLC INDUSTRIES
S. DICKEN
C. GOSNELL

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DOT Decal
Qty: 20
3”x3.25”
Digital Print (Oracal) w/Gloss Lam
Media Only

*Installed on the backs
of all Finished Street Signs

ONSIGHT INDUSTRIES LLC
S. DICKEN
C. GOSNELL
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Agenda Summary

2026-476

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.e

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Contract #20260150 for the Use of School Buses for Summer Camp Program with The School Board of St. Lucie County.

Submitted By: Shelby Dolan, Procurement Contracts Manager, Procurement Management Division (PMD).

Strategic Plan Link: The City's Mission to provide exceptional services.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Shelby Dolan, Procurement Contracts Manager, PMD.
2. Parties: City of Port St. Lucie and The School Board of St. Lucie County.
3. Purpose: Provide school buses and bus drivers for the Summer Camp Program.
4. New/Renewal/Modified: New.
5. Duration: The agreement is effective from the date of execution or June 9, 2026 (whichever is later), through May 30, 2027, with automatic successive one-year renewal terms unless either party provides 15-day written notice of non-renewal.
6. Benefits to Port St. Lucie: Safely and efficiently transport campers to and from field trips.
7. Cost to Port St. Lucie (Annual and Potential): Estimated expenditure for summer 2026 is $18,835.00. All future expenditures will be in the approved budget each fiscal year.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Contract #20260150, under City Code of Ordinances, Section 35.08(a)(14) (exempting from formal bidding the procurement of goods and services provided by other governmental/public agencies), with The School Board of St. Lucie County for utilization of School Buses with drivers for Summer Camp Program.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Contract #20260150 with The School Board of St. Lucie County.
2. Move that the Council not approve Contract #20260150 and provide staff with direction.

Background: The City has maintained an ongoing agreement with The School Board of St. Lucie County for the use of its school buses to support the City's Summer Camp Program. This agreement provides transportation services for summer camp field trips to and from City camp locations. Utilizing the School Board's transportation services has allowed the City to safely and efficiently transport campers while continuing to

provide quality summer programming to residents.

The partnership between the City and the School Board has been beneficial to both organizations and has supported the City's commitment to offering accessible and reliable recreational services for youth in the community. The School Board will provide the Summer Camp Program with four (4) school buses and four (4) bus drivers.

Issues/Analysis: This agreement will allow the City to continue its partnership with the School Board to provide an efficient and cost-effective transportation option for the City's summer camp activities. The agreement attached to the agenda is not yet executed by the School Board, as it is set to go before the School Board for approval on June 9, 2026.

Financial Information: School bus usage is billed at $4.00 per mile and Bus drivers are billed at $35.00 per hour. Bus aides (if required) are billed at $20.00 per hour.

Special Consideration: N/A.

Location of Project: Various locations.

Attachments:

1. Agreement with SLC School Board.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26097-19.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

Transportation Services Agreement

THIS AGREEMENT ("Agreement") is made this ___ day of _____ _____, 2026, by and between **THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA**, a district school board constituted as provided in Article IX, Section 4, of the Florida Constitution, whose address is 9461 Brandywine Lane, Port St. Lucie, Florida 34986 ("School Board"), and the **CITY OF PORT ST. LUCIE, FLORIDA**, a Florida municipal corporation, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 ("City").

WITNESSETH:

WHEREAS, the School Board is the governing body of the local school district of St. Lucie County, and is responsible for education services, to include transportation on its school buses; and,

WHEREAS, the City desires to utilize the School Board's school bus transportation services for its Parks and Recreation Department-sponsored programs.

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the parties hereto, it is mutually understood and agreed as follows:

1. **SCOPE OF SERVICE**. The service to be provided is transportation to and from designated City, Parks & Recreation Department-sponsored program locations. The customers to be served under this Agreement are youths residing in St. Lucie County, Florida. Buses are to be parked at the School Board's St. Lucie West Transportation Compound when not in use during the day unless an alternate location is approved in writing by the School Board's Transportation Department.

2. **SPECIFIC RESPONSIBILITIES OF THE SCHOOL BOARD**

    a. The School Board agrees to provide four (4) buses and four (4) bus drivers ("Bus Driver(s)") (one Bus Driver for each bus) to transport participants in the City, Parks & Recreation Department-sponsored program locations. The provided Buses shall be in good working order and Bus Drivers shall be qualified and fit to perform their driving duties.

    b. Each Bus Driver shall utilize the St. Lucie Public Schools Daily Vehicle Log to record beginning and ending mileage, as well as total miles driven daily. A copy of the Vehicle Log is attached hereto (Attachment A). This form will be completed daily and submitted to the District's Transportation Department no later than the Monday following the week the bus was driven.

    c. The School Board shall maintain Automobile Liability coverage for its buses and Workers Compensation coverage for its Bus Drivers under this Agreement.

3. **SPECIFIC RESPONSIBILITIES OF THE CITY**

a. City shall only utilize the Bus Drivers supplied by the School Board and pay all wages, including benefits, as calculated by the School Board.

b. Prior to utilizing the School Board's buses, the City shall furnish to the School Board's Transportation Department a completed Transportation Agreement Contact Information 2025 form, attached here to (Attachment B).

c. The City shall develop a transportation routing schedule.

d. The City shall procure signs to be placed on all buses to read, "This bus is contracted to the City of Port St. Lucie."

e. The City shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal law, rules and regulations specifically applicable to the business to be carried out under this Agreement. The City is not responsible for any such permits, licenses, fees, or taxes that would be the responsibility of the School Board if this Agreement were not in place.

f. Insurance. The City agrees to purchase and maintain in full force and effect during the term of this Agreement an insurance policy issued by a company or companies licensed to do business in the State of Florida, providing coverage for General Liability, Automobile Liability, and Employment Practices Liability in an amount no less than one million dollars ($1,000,000.00) or to the requirements of Section 768.28, Florida Statutes, and to provide the School District a copy of City of PSL's Certificate of Insurance evidencing coverage and naming the School District of St. Lucie County, Florida as an additional insured.

4. **GENERAL PROVISIONS**

a. **PAYMENT**. Payment will be made to the School Board when the City has determined that the service has been satisfactorily completed. Should the City reject an invoice, the City's authorized representative will notify the School Board at (772) 785-6602 of such rejection giving the reason(s). The right to reject an invoice shall extend throughout the term of this Agreement for thirty (30) days after the final invoice for payment is submitted. Invoices shall be sent out the first of the month following service. All invoices must be submitted to the City within 30 days of the trip as logged in the Daily Vehicle Log. Invoices shall be sent to:

Larry Lankow
City of Port St. Lucie
Parks and Recreation Dept
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

b. **RATE**. The School Board shall assess a charge of $4.00 per mile for each mile its school buses are driven under the terms of this Agreement. Beginning and ending odometer readings shall be recorded by the Bus Drivers on the Daily Vehicle Log. The Log shall serve as the record of distance driven. Fuel is furnished by the School Board and the cost of fuel is included in this rate. Bus drivers are billed at $35.00 per hour. (Bus Aides, if needed, are billed at $20.00 per hour). Annual cost adjustments based on economic indicators for fuel prices and maintenance may apply.

c. **TERM; TERMINATION; COST ADJUSTMENT**. The term of this Agreement shall commence on the date of execution by both parties, or June 9, 2026, whichever is later, and shall continue through May 30, 2027 ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least fifteen (15) days prior to the end of the then-current term. Fees under this Agreement may be adjusted annually based on reasonable changes in economic conditions affecting fuel and maintenance costs, as supported by generally recognized indices and agreed to in writing by the parties. This Agreement may be terminated by either party, with or without cause, upon fifteen (15) days' prior written notice.

d. **PUBLIC RECORDS (School Board).** The City shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the School Board in conjunction with this Agreement. If The City meets the definition of "Contractor" as set forth in Section 119.0701, Florida Statutes, the City shall also:

1. Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service;

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

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

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

If the City has questions regarding the application of Chapter 119, Florida Statutes, to the City's duty to provide public records relating to the Agreement, contact the custodian of public records at (772) 429-5546, 9461 Brandywine Lane, Port St. Lucie, FL 34986, or prr@stlucieschools.org.

e. **PUBLIC RECORDS (CITY).** The City is a public agency subject to chapter 119, Florida Statutes. The School Board shall comply with Florida's Public Records Law. SCHOOL BOARD'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, School Board agrees to comply with all public records laws, specifically to:

1. Keep and maintain public records required by the City in order to perform under this Agreement.
2. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the School Board does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the School Board, or keep and maintain public records required by the City to perform the service. If the School Board transfers all public records to the City upon completion of the Agreement, the School shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board keeps and maintains public records upon completion of the Agreement, the School Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

f. **NON-DISCRIMINATION.** The parties shall not exclude any employee or participant from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices on the basis of, or because of, race, age, religion, color, sex, sexual orientation, marital status, national origin, or disability.

g. **AUDIT.** Both parties agree that until the expiration of three years after expenditure of funds under this Agreement, the other party ("Auditing Party"), or its duly authorized representatives, shall have access to and the right to examine any and all directly pertinent books, documents, papers, and records of the party ("Audited Party") involving transactions related to this Agreement. The parties agree that if an Audit uncovers improper payments made or charges under this Agreement ("Discrepancy"), the party who is the beneficiary of the Discrepancy shall make the other party whole to the sum required to correct the Discrepancy. This may be accomplished through and invoice or by adding/subtracting to the next payment made/due.. All required records shall be maintained until an audit is completed and all questions arising from such audit are resolved, or until five (5) years after completion of all work under this Agreement, whichever last occurs.

h. **ASSIGNMENT.** Neither party shall assign this Agreement to any other person or firm without first obtaining the other party's written approval.

i. **NOTICES.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

If to the School Board:
Jennifer Sears, Trip Manager
Transportation Department
Jennifer.Sears@stlucieschools.org
(772) 344-4497

If to the City:
CITY CLERK
121 SW Port St Lucie Blvd
Port St Lucie, FL 34984
(772) 871-5157

j. **INDULGENCE NOT WAIVER.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement, either at the time of the breach or failure occurs, or at any time throughout the term of this Agreement.

k. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties. This Agreement may only be amended by written document, properly authorized, executed, and delivered by both parties.

l. **INTERPRETATION; VENUE.** This Agreement shall be interpreted as a whole unit, and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. Each party has had ample opportunity to seek the advice of legal counsel prior to entering this Agreement, which shall not be construed against the party responsible for drafting the instrument. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court.

m. **NO THIRD-PARTY BENEFICIARY.** This Agreement does not confer any right or obligation enforceable by a third party. Nothing in this Agreement shall be construed as consent by an agency or subdivision of the State of Florida to be sued by a third party in any matter arising out of any contract.

n. **SEVERABILITY.** In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

o. **SURVIVAL.** The covenants, warranties, representations, indemnities, and undertakings of the parties that create obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement regardless of the reason for such expiration or termination.

p. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's or School Board's respective

sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

q. **FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, war, sabotage, accident, flood, act of God, strike, or other labor dispute, riot or civil commotion, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense.

(***Remainder of the page intentionally left blank; signatures to follow***)

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the date first above-written.

ATTEST:

_____
Dr. Jon R. Prince, Superintendent
And Ex-Officio Secretary

Date: _____

THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA

By: _____
Print Name: Troy Ingersoll
Title: Board Chair

Date: _____

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Print Name: _____
Title: _____

Date: _____

(ATTACHMENT "A")
ST. LUCIE PUBLIC SCHOOLS
VEHICLE LOG

Bus Driver Name (Print) _____

St. Lucie County Bus Number: _____

Day	Date	Bus Number	AM Odometer	PM Odometer	Total Miles
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

Community Agency or
School Group: Indian River State College

_____

Driver Signature **Date**

_____

Signature of Agency/School Representative **Date**

Note: **This form must be completed daily and submitted no later than Monday following the week worked.**

Please fax this form weekly to SLCSB Transportation 772-340-7125.
Please confirm receipt of fax.

(Attachment "B")
Transportation Agreement Contact Information 2026

Agency Name: The City of Port St. Lucie

Program Name: _____

Address:_____

_____

Local Agency Contact Person: _____

Daytime Office Number: _____

Cell Number :_____

Office Fax Number: _____

Billing Agency Contact Person: _____

Daytime Office Number: _____

Office Fax Number: _____

Agency Contact and phone numbers for Pick Up/Delivery or Discipline Issues:

_____

_____

_____

Number Buses anticipated: _____

Normal Days of Week Buses Requested: _____

Anticipated Program Start Date: _____

Anticipated Program End Date: _____

Agenda Summary

2026-456

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.f

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Increased Spending for Peace River Manasota Regional Water Supply Authority Piggyback Contract #ICESOQ2021 for General Professional Services for Water Facility Instrumentation and Control Systems with Gray Matter Systems, LLC Under City Contract #20231046.

Submitted By: Shelby Dolan, Procurement Contracts Manager, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Shelby Dolan, Procurement Contracts Manager, PMD.
2. Parties: City of Port St. Lucie and Gray Matter Systems, LLC.
3. Purpose: To provide services that support implementation and migration of iFIX into the current Supervisory Control and Data Acquisition (SCADA) software environment.
4. New/Renewal/Modified: Modified.
5. Duration: The initial term began on July 19, 2023, through November 30, 2026, with the option to renew for two (2) one-year periods ending November 30, 2028.
6. Benefits to Port St. Lucie: This increase will ensure continued support, stability, and reliability of critical software that is essential to the Utility Systems Department (“USD”) operations.
7. Cost to Port St. Lucie (Annual and Potential): Approve an increase in annual expenditures for fiscal year 2026, estimated in the amount of $175,000, subject to budget appropriations. Future expenditures will be included in the approved budget for each fiscal year.

Presentation Information: N/A.

Staff Recommendation: Move that the Council per City Code Ordinances, Sections 35.09(b) and (c), approve the increase in annual expenditures under Contract #20231046.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the increase in annual expenditures under Contract #20231046.
2. Move that the Council not approve the increase in annual expenditures under Contract #20231046 and provide staff with direction.

Background: The Utility Systems Department has utilized iFIX software as its SCADA solution for Water and Wastewater infrastructure for more than 20 years and is currently contracted with Gray Matter Systems, LLC for related support services. The requested expenditure increase will allow USD to configure, document, and support the migration from thick clients to a terminal services environment, including a Remote Desktop System (RDS) server for Proof-of-Concept deployment. This migration will enhance SCADA resiliency and enable USD to effectively monitor and maintain its facilities.

Based on the initial estimated expenditures, the Contract was not previously placed for Council approval. However, the increase in expected expenditures requires Council approval. Per City Code Ordinance, Section 35.09(b): "For any existing contracts previously approved by City Council, the City Manager, or his or her designee(s), shall have the discretion, power, and authority to approve increases (1) up to 25% of the original contract price or (2) $99,999.99, whichever is less, for non-construction contracts, and (1) up to 25% of the original contract price or (2) $199,999.99, whichever is less, for construction contracts. The aggregate total of any increases of a contract must stay within the thresholds of this subsection."

The proposed increase exceeds the City Manager's thresholds outlined in Section 35.09(b), therefore requires Council approval per Section 35.09(c): "Any charges in excess of the aforementioned amounts may be made only when authorized by the City Council."

Issues/Analysis: Staff respectfully requests that Council approve the increase to the estimated annual expenditure to support the migration and ongoing maintenance of the iFIX SCADA software.

Financial Information: Funds are appropriated in the Utility Fund / Telemetry & Instrumentation / Other Contractual Services (#431-3390-534000-00000).

Special Consideration: N/A.

Location of Project: N/A.

Attachments:

1. City of PSL Piggyback Contract #20231046.
2. Peace River Manasota Regional Water Supply Authority Contract.
3. Price Sheet.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26125-03.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
1001 SE Prineville St
Port St. Lucie, FL 34983
(772) 873-6400
utility.cityofpsl.com

Kevin R. Matyjaszek, Director

April 05, 2023

To: City Purchasing Agent
Procurement Management

****

Requesting for the approval for the City of Port St. Lucie Utility Systems Department to authorize GRAY MATTER SYSTEMS LLC to provide the annual renewal of
Tenable.ot (Operation Technology) and Tenable.sc (Security Center) Licensing
(4/14/2023 to 4/13/2024).
Tenable is the software that provides Cybersecurity support for the SCADA network providing asset management, vulnerability scanning, change management, policy control and forensic support.

**Quote Number: 00010313 4/4/2023

VENDOR: GRAY MATTER SYSTEMS LLC
ADDRESS: 100 Global View Drive Suite 200, Warrendale PA 15086
TELEPHONE: (412) 202-5053
EMAIL: scate@graymattersystems.com

ESTIMATED EXPENDITURE: $24,360.00

APPROVAL: KMatyjaszek 2023.04.06 10:52:27 -04'00' DATE: 4/6/2023
Utility Systems Director

APPROVAL: N/A DATE: 7/19/23
City Purchasing Agent

APPROVAL: N/A DATE: _____
City Manager

AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, FLORIDA AND GRAY MATTER SYSTEMS, LLC FOR GENERAL PROFESSIONAL SERVICES FOR WATER FACILITY INSTRUMENTATION AND CONTROL SYSTEMS AND LOW/MEDIUM DUTY ELECTRICAL (PIGGYBACK AGREEMENT)

THIS SERVICES AGREEMENT ("Agreement") is made and entered into as of the date last entered below by and between the **CITY OF PORT ST. LUCIE,** a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34896 ("City" or "Purchaser") and **GRAY MATTER SYSTEMS, LLC,** a foreign limited liability company, whose mailing address is 100 Global View Drive, Suite 200, Warrendale, PA 15086 ("Contractor"). City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

RECITALS

WHEREAS, the City requires goods and services of Contractor pursuant to RFP/Contract ICESOQ2021 for General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical, dated December 1, 2021, agreement between Peace River Manasota Regional Water Supply Authority and Gray Matter Systems, LLC for Goods and Services, including its amendments and addenda (collectively referred to as "Contract Documents" or the "Contract") attached hereto as Exhibit A; and

WHEREAS, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and Peace River Manasota Regional Water Supply Authority, including any and all contract renewals, amendments, and change orders, substituting the "City of Port St. Lucie" for "Peace River Manasota Regional Water Supply Authority" in all places; and

WHEREAS, the City of Port St. Lucie has the authority to enter into this Agreement with Contractor pursuant to an email from Peace River Manasota Regional Water Supply Authority, dated April 14, 2023 attached hereto as Exhibit B; and

WHEREAS, the City has determined that the original procurement was lawful, the Contractor, its predecessors and/or assignors, acted at all times in accordance with Florida law when bidding and the competitive procurement method used by Peace River Manasota Regional Water Supply Authority is consistent with the purchasing policies and requirements of the City,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify and supplement the Contract Documents with the following terms and conditions:

Section 1. Whereas. The "whereas" clauses are hereby incorporated herein as forming the intent, purpose, and scope of this Agreement.

Section 2. Terms. The parties agree that pursuant to correspondence from lead agency, Peace River Manasota Regional Supply Authority, dated April 14, 2023, the City is authorized to utilize the Contract via piggyback agreement, as follows:

A. Incorporation of the Contract. Except as otherwise set forth in this Agreement, the parties hereby incorporate into this Agreement the terms and conditions of the Contract between the Contractor, its predecessors, successors and/or assignees, and Peace River Manasota Regional Supply Authority, including any contract renewals, amendments, and change orders.

B. Substitution. Except where the context requires otherwise, such as, but not limited to, compliance with City ordinances and regulations, City shall be deemed substituted for Peace River Manasota Regional Supply Authority Buyer, and/or Customer regarding any and all provisions of the Contract, including by example, but not limitation, with regard to bond requirements, insurance, indemnification, licensing, termination, default, and ownership of documents. All recitals, covenants, representations, and warranties of Contractor made in the Contract are restated as if set forth fully herein, made for the benefit of City, and incorporated herein.

C. Term. This Agreement shall be effective from the date upon which all parties have executed it through November 30, 2026. Additionally, City will have two (2) consecutive options to extend this Agreement for one (1) ear each upon mutual written agreement by both parties.

D. Work Orders. Unless otherwise specified, the City and Consultant shall develop a Scope of Services that will include the project objective, project tasks, deliverables, staffing, performance schedule and estimated costs required to complete the Work Order. Consultant shall proceed and furnish these services upon authorization by the City. Ay modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the City.

E. Product and Pricing. In accordance with the Contract, compensation for each Work Order approved pursuant to the City's Procurement Policy shall be established based on the Fee Schedule(s) and tasks included in the Scope of Services.

F. Delivery Time and Location. In accordance with the Contract, Consultant shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established schedule.

G. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1st), such purchases made under this Agreement are contingent upon an annual budget appropriation by the City Council.

H. Tax Exemption. The City may be tax exempt and will share its tax-exempt certificate upon request.

I. Conflict. In the event of conflict between the Contract and this Agreement, the terms and conditions in this Agreement shall supersede and take precedence over the Contract.

J. Sovereign Immunity. Nothing in this Agreement, nor in the Contract, shall be deemed or otherwise interpreted as waiving City's sovereign immunity protections existing under the laws of the State of Florida, or extending or increasing the limits of liability as set forth in Section 768.28 Florida Statutes, and as may be amended from time to time.

Section 3. Notice. Notice hereunder shall be provided in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, to the City Manager at the address listed above.

Section 4. Public Records. Contractor understands that City is a public entity whose records are available and open to the public for review and inspection. Contractor agrees to comply with public records laws, specifically:

A. Keep and maintain public records required by the CITY to perform the service.

B. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* http://dos.myflorida.com/library-archives/records-management/general-records-schedules).

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/sub

engineer invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

D. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If Contractor does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with this Agreement.

E. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CITY.

F. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the Contractor or keep and maintain public records required by the CITY to perform the service. If the Contractor transfers all public records to the CITY upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND AS MAY BE AMENDED FROM TIME TO TIME, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984
(772) 871-5157
PRR@CITYOFPSL.COM

G. A Contractor who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Section 5. Scrutinized Vendors List. By entering into this Agreement with the City, Contractor certifies that it and those related entities of Contractor as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, and as may be amended from time to time, and are not engaged in a boycott of

Israel. The City may terminate this Agreement if Contractor or any of those related entities of Contractor as defined by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in § 287.135(4), Florida Statutes, and as may be amended from time to time, are met.

Section 6. Law, Venue, and Wavier of Jury Trial. This Agreement 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.

The parties to this Agreement hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

Section 7. Insurance. 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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the 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 Agreement 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, and as may be amended from time to time, 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 and/or 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 Agreement.

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

Commercial General Liability Insurance: The contractor shall agree to maintain 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

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. 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 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.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. 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 shall be listed as additional insured and shall include Contract #20231046– General Professional Services for Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical.""** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: 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 contractor allowing contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: By entering into this Contract, Contractor agrees 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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractor and sub contractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language "when required by written contract." If Contractor, independent contractor, or subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

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 is not obligated, to review, modify, reject, or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better. When

a self-insured retention or deductible exceeds $5,000, The City reserves the right, but is not the obligated, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute this Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Section 8. Audits. The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of this Agreement for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies, and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Agreement kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors, to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

Section 9. Merger. This Agreement and the Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and

agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

IN WITNESS WHEREOF, the parties are duly authorized to bind their respective entities hereto and have accepted, made, and executed this Agreement upon the terms and conditions above stated on the day and year entered below.

SIGNATURE PAGE FOLLOWS
CITY OF PORT ST. LUCIE,
A Florida municipal corporation

Caroline Sturgis
Director, Office of Management & Budget

Date: 7/19/23

CONTRACTOR
GRAY MATTER SYSTEMS, LLC
A foreign limited liability company

Mandy Urey

Name/Title
Authorized Representative Mandy Urey, CAO

Date: 07/05/2023

Gray_Matter_Systems_Piggyback_Agreement_-_CAO_Final_edits_6.26.23- for MU signature

Final Audit Report 2023-07-05

Created:	2023-07-05
By:	Lee Ann Duda - Cimperman (lduda@graymattersystems.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAITPKTJVwFIfrv8bliysaNZAcr4g8N9P4

"Gray_Matter_Systems_Piggyback_Agreement_-_CAO_Final_edits_6.26.23- for MU signature" History

Document created by Lee Ann Duda - Cimperman (lduda@graymattersystems.com)
2023-07-05 - 7:09:13 PM GMT

Document emailed to Mandy Urey (murey@graymattersystems.com) for signature
2023-07-05 - 7:09:17 PM GMT

Email viewed by Mandy Urey (murey@graymattersystems.com)
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Document e-signed by Mandy Urey (murey@graymattersystems.com)
Signature Date: 2023-07-05 - 7:10:53 PM GMT - Time Source: server

Agreement completed.
2023-07-05 - 7:10:53 PM GMT

Robyn Holder

From: Stefanie Beskovoyne
Sent: Tuesday, July 11, 2023 9:05 AM
To: Robyn Holder
Cc: Scott Meagher
Subject: Gray Matter Piggyback - Signed by Vendor (Intake 9923) - Contract 20231046
Attachments: Gray_Matter_Systems_Piggyback_Signed by Vendor.pdf

Robyn,
The attached Piggyback was signed by the vendor and is attached. Please let me know if you need anything else to process this piggyback. (Contract 20231046)

I know its probably a bit late for July 24 City Council agenda.

utility.cityofpsl.com

Stefanie Beskovoyne, Esq.
Deputy Director, Utility Legal Affairs

City of Port St. Lucie
1001 SE Prineville Street, Bldg. "A"
Port St. Lucie, Florida 34983
772-577-1254 *cell* | 772-873-6415 *direct*
SBeskovoyne@CityofPSL.com

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ORIGINAL

AGREEMENT FOR GENERAL PROFESSIONAL SERVICES FOR WATER FACILITY INSTRUMENTATION AND CONTROL SYSTEMS AND LOW/MEDIUM DUTY ELECTRICAL BETWEEN PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND GRAY MATTER SYSTEMS, LLC

The Agreement is made this 1st day of December, 2021 ("Effective Date") between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and GRAY MATTER SYSTEMS, LLC, hereinafter referred to as "Consultant", whose address is 100 Global View Dr, Suite 200, Warrendale, PA 15086. Authority and Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority owns or controls various properties and easements in DeSoto, Charlotte, Manatee and Sarasota Counties; and

WHEREAS, the Authority desires to retain a Consultant to provide Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services, hereinafter defined, that may include but are not limited to: providing general professional services for instrumentation and control and low/medium duty industrial electrical systems associated with the Authority's drinking water treatment, storage, and transmission facilities; and

WHEREAS, the Authority has selected Consultant in accordance with the Authority's Procurement Policy; and

WHEREAS, Consultant desires to render Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services to the Authority, and has the experience, staff and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.

B. "Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services" – professional instrumentation and control systems and low/medium duty electrical services to be provided by Consultant to the Authority from time-to-time, generally consisting of (but not limited to): general professional services for instrumentation and control and low/medium duty industrial electrical systems associated with the Authority's drinking water treatment, storage, and transmission facilities.

C. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications, equipment and specific tasks that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

D. "Scope of Services" – Specific tasks and duties to be conducted by Consultant within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order and also known as the "Project".

E. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities and appurtenant or associated facilities of the Authority used in the storage, treatment and delivery of water to Authority customers.

F. "Submittal" – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.

G. "Work Order"– An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services, which is also known as the "Project".

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform Professional Instrumentation and Control Systems and Low/Medium Duty Electrical Services, as directed by the Authority. Key personnel and subconsultants/consultants shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority. Both Parties agree that replacement of key personnel and subconsultants must be with equal or more qualified persons, and must be approved by the Authority before a new member works on a Project. Notwithstanding, the Authority and Consultant may assign other individuals to serve as key personnel for particular Work Orders.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES AND THE CONSULTANT'S RESPONSIBILITY

For each Work Order assigned to the Consultant, the Authority and Consultant shall develop a Scope of Services that will include the project objective, project tasks, deliverables, staffing, performance schedule and estimated costs required to complete the Work Order. Consultant shall proceed and furnish these services upon authorization by the Authority. Any modification to a Work Order, including a change to the Scope of Services, must be approved in writing by the Authority. In addition to the services set forth in individual Work Orders, the Consultant shall perform the following:

A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete each Work Order.

B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.

C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions and decisions related to each assigned Work Order.

D. Consultant shall secure all licenses or permits required by law for the completion of assigned Work Orders and shall be in compliance with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of a Work Order.

E. Consultant shall, at all times, keep the Authority advised as to the status of each Work Order including, but not limited to, the progress on individual tasks within the Scope of

Services. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.

F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.

G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

H. Work Orders issued in accordance with this Agreement are limited to projects in which the estimated construction cost of each individual project under the contract does not exceed $4,000,000 and the estimated electrical cost of each individual project under the contract does not exceed $75,000. Additionally, Work Orders issued in accordance with this Agreement for a study activity must not exceed $500,000 for professional services fees for each individual study under this Agreement.

I. If applicable, any list of items required to render complete, satisfactory, and acceptable the construction services purchased by the Authority for a Work Order must be completed pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in individual Work Orders, the Authority's responsibilities are as follows:

A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the assigned Work Orders. The Executive Director shall have complete authority to issue Work Order(s) up to the applicable dollar limits established in the Authority's current Procurement Policy; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, subconsultants, key personnel and systems pertinent to Consultant's services. Notwithstanding, this Paragraph A. may not be amended by a Work Order.

B. To provide, within a reasonable amount of time from request of Consultant, existing data, plans, reports and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Consultant in performance of their duties, and to provide full information regarding requirements of the Work Orders, including objectives, budget constraints, criteria and other pertinent requirements.

C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

D. If applicable, the Authority will develop any list of items required to render complete, satisfactory, and acceptable the construction services provided pursuant to Section 218.735, Florida Statutes, as amended.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence work on a Work Order upon receipt of a Notice to Proceed and shall satisfactorily complete the services in the Scope of Services for the Work Order within the established schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Consultant for work performed under a Work Order in accordance with the Local Government Prompt Payment Act, Part VII, Florida Statutes, upon receipt of a proper invoice and as follows:

A. Compensation for each Work Order approved by the Authority Board of Directors or Executive Director pursuant to the Authority's Procurement Policy shall be established based on the Fee Schedule(s) in Exhibit "B" and tasks included in the Scope of Services. Individual tasks in a Scope of Services may be compensated as either lump-sum or time-and-materials as negotiated between Consultant and the Authority and provided for in the Scope of Services. Final payments in all cases will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule, in accordance with the terms of this Agreement and the Work Order. The Fee Schedule(s) in Exhibit "B" may be adjusted based upon written approval by the Executive Director.

B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".

C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director, or the Executive Director's designee, by the 20th day of the month for work completed the previous month. Payment shall be made in accordance with Section 6, Paragraph A from the date when the invoice is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to Section 6, Paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director, or the Executive Director's designee.

D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and Work Order and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.

E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.

F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.

G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due Consultant as may be necessary to satisfy any claim for damages,

penalties, costs and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the Authority against any payments due the Consultant under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

A. Consultant's July, 2021 Statement of Qualifications, attached hereto as Exhibit "A",

B. Fee Schedule, attached hereto as Exhibit "B",

C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",

D. Certificate of Insurance, attached hereto as Exhibit "D", and

E. Any written amendments, modifications, Work Orders or addenda to the Agreement.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "C", then to Exhibit "B", as they may be amended, and then Work Orders.

SECTION 8. DOCUMENTS AND DATA

A. Unless otherwise provided by the Authority, Consultant will provide the Authority with hard and electronic copies of any and all reports, models, studies, maps or other documents ("Documents") resulting from a Work Order at no cost to the Authority. All original documents prepared by Consultant are instruments of service and shall be the property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written

permission of the Authority. All electronic copies, including copies of electronic media used to store data, shall be provided to the Authority in a format specified by the Authority that is suitable for hard copy print out. Reports, documents and maps obtained from other agencies in the course of executing a Work Order shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and completion of each Work Order.

B. The documents, drawings, technical data and working papers obtained or generated under the Agreement, including Documents described in Section 8, Paragraph A above, shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Consultant shall deliver to the Authority, at no cost, copies of such Documents or reports the Authority obtained or generated under the Agreement.

C. All tracings, plans, specifications, maps, plats, evaluations, reports, models, and technical data, including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not within a Work Order pursuant to the Agreement or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order.

D. All final plans, contract documents, reports and/or such other documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with a Work Order shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant, and duly licensed and with current registration in the State of Florida in the appropriate professional category.

E. Consultant shall make any patentable product or result of the Work Order and Scope of Services and all associated information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Work Order will be subject to copyright by Consultant. The Authority shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant pursuant to the Agreement or any assigned Work Orders. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within a Work Order pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within a Work Order. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Work Order products are released by the Authority for publicity, proper credit for shall be given to Consultant, provided the giving of such credit is without cost to the Authority.

F. For a period of five (5) years after the completion of the term of a Work Order, Consultant agrees to provide the Authority with copies of any documents and additional materials in its possession resulting from the performance of the Agreement or a Work Order at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.

G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Agreement or any assigned Work Order without first obtaining the Authority's written consent.

H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), as amended. In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, as amended, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Consultant to Authority upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. Pursuant to Subsection 119.071(3)(b), Florida Statutes, as amended, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by

Subsection 119.071(3)(b), Florida Statutes, as amended, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or Consultants who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Consultant agrees to include the above provision in all agreements with subconsultants that are related to the Consultant's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Consultant shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

I. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

SECTION 9. STANDARD OF PERFORMANCE

Consultant shall perform and complete Work Orders in a timely manner and in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that

may arise under or by reason of the Agreement, the prosecution and fulfillment of the services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

A. Consultant is duly authorized to conduct business in the State of Florida.

B. In connection with the services to be performed under the Agreement, Consultant will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Consultant will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

C. Consultant recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. The performance of the services as provided pursuant to Work Orders may interface with work performed by others;
3. Utilization of the services under the Agreement for the purposes intended may require that Consultant coordinate the Project with other ongoing projects by the Authority;

4. During the construction associated with any assigned Work Order, Consultant shall coordinate Work Order tasks with the Authority in order to minimize interference with the Authority's customers; and
5. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.

D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders and decisions, that may affect Consultant's performance of the Agreement.

E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.

F. Consultant shall obtain and review all information and data that relates to each Work Order or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.

G. Consultant recognizes and acknowledges that the time for the performance of each Work Order is of the essence in the Agreement.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

A. The Authority shall have the absolute right to terminate or suspend any Work Order, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of a Work Order or services in this Agreement by the Authority shall be in writing.

B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Scope of Services of the Work Order ("Extra Services"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Scope of Services in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

C. In the event a Work Order project is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time to complete the Work Order. Any approval or consent to such an extension of time is at the sole and absolute discretion of the Authority; however, such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the Work Order, Consultant shall resume its service until the Scope of Services is completed in accordance with the Work Order.

D. If, in the opinion of the Authority, the progress of an assigned Work Order during any period is substantially less than the amount that is necessary to meet the project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Work Order back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees or subconsultants.

E. In the event of claims by others against the Authority in connection with work being conducted under a Work Order, the Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Consultant, its agents, employees, or subconsultants to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement or a Work Order.

F. If Authority requires Consultant to assist with an audit of costs associated with a Work Order, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONSULTANTS

Consultant shall not subcontract, assign, or transfer the Agreement or any work or services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation and control of any and all subconsultants, experts or other persons employed by Consultant. Consultant shall cause all subconsultants, experts or other persons employed by Consultant to abide by the terms and conditions of the Agreement and Work Orders, and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subconsultant, supplier or other person or

organization to perform work or services unless such subconsultant, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subconsultant of the Consultant.

SECTION 13. INDEPENDENT CONSULTANT

Neither the Authority nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, subconsultants or agents, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, subconsultants or employees are in any manner agents, subconsultants or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent Consultant and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the Parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Consultant.

SECTION 14. INSURANCE

A. The Consultant must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Consultant, its employees or agents and must conform to the following minimum requirements:

1. Workers' Compensation. Coverage must apply for all employees and subconsultants with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
   a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
   b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
   c. Consultant(s) must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:

   a. $1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.
   b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, and underground hazard coverage and independent Consultant's coverage.
   c. Additional Insured. Authority is to be specifically included as an additional insured.
   d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

3. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

   a. $1,000,000.00 combined single limit per accident for bodily injury and property damage.
   b. Owned Vehicle.
   c. Hired and Non-Owned Vehicles.
   d. Employee Non-Ownership.
   e. Additional Insured. Authority is to be specifically included as additional insured.
   f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:
   a. Minimum limit of $1,000,000 per occurrence or claim of malpractice, negligence, error and omissions.
   b. Minimum limit of $1,000,000 in the aggregate for claims of malpractice, negligence, error and omissions.

c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

5. Cyber Liability. Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties. Retro-date: prior to commencement of job

a. Limits of Liability, each occurrence $1,000,000

C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.

E. All the policies of insurance so required of Consultant, except workers' compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.

H. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

I. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be providing services to correct, remove or replace defective work.

J. If applicable, professional liability insurance shall continue in force until the end of the fifth (5^{th}) calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth (5^{th}) calendar year.

K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.

L. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the Authority, its Consultants, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.

M. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.

N. Consultant shall be responsible for ensuring all of its subconsultants, suppliers and other persons or organizations working for Consultant in connection with Work Orders comply with all of the insurance requirements contained herein relative to each such party.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Consultant agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission or any intentional wrongful conduct of Consultant, its agents, employees, subconsultants or any other persons employed or utilized by the Consultant in performance of the Agreement or any Work Order. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of ensuring this indemnification must also be complied with

as set forth in Section 14 herein. This indemnification shall survive the termination of this Agreement and shall be binding on the Consultant and its successors or assignees.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for a period of five (5) years commencing on the Effective Date, unless terminated pursuant to the provisions of this Agreement ("Initial Term"). In addition to the Initial Term, the Authority will have two (2) consecutive options to extend this Agreement for one (1) year each upon mutual written agreement of both Parties. All Work Orders must be completed within the term of this Agreement, unless the Work Order is unavoidably delayed. A Work Order may not be issued for work that exceeds the Agreement expiration date.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL

A. The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within the Scope of Services as provided in the Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by Consultant.

B. In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Project Documents and Data;

3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification;
5. Section 17, regarding Termination of Agreement by the Authority/Survival;
6. Section 18, regarding Default/Remedies;
7. Section 25, regarding Dispute Resolution; and
8. Section 26, regarding Controlling Law/Attorney Fees.

SECTION 18. DEFAULT/REMEDIES

A. Either Party may terminate this Agreement upon the other Party's failure to comply with any term or condition of this Agreement, as long as the terminating Party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating Party shall provide the defaulting Party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting Party has failed to comply. If the defaulting Party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. However, if the Authority is terminating the Agreement without cause, the Authority's Notice of Termination does not need to describe any terms and conditions with which the Consultant has failed to comply. In addition, the initiation, either by Consultant or against Consultant, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Consultant becoming insolvent, admitting in writing its inability to pay its debts as the debts mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The Parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the

convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority, the Consultant's failure to timely comply with any obligation in this Agreement or Work Order shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs, and attorney fees and costs on appeal, due to said breach shall be borne by the Consultant. Additionally, the Authority shall not be limited in recovery by the terms of this Agreement but may avail itself of any and all rights or remedies it may be entitled to under Florida law for any breach of this Agreement.

C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement will not be construed to be a waiver of any other terms, provisions and obligations hereof or a waiver of any breach or default other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority will be deemed to have been made unless expressed in writing and signed by the Authority.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of the Agreement,

as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect. If the Parties cannot agree to such amendments, modifications or supplements to the Agreement, the remainder of the provisions in the Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

A. Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and all other information provided in Exhibit "B" shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule or Work Order price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime

may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Consultant warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Consultant further agrees to notify the Authority within three (3) days of placement on either of these lists. Consultant agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form for all subcontracts and lower tier agreements executed to support the Consultant's work under this Agreement.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Consultant may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted as determined by the Authority.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a Party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the term of this Agreement, the Consultant shall fully perform the Work Order in accordance with the Authority's written instructions. The Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for dispute resolution to the Authority's Executive Director no later than ten (10) days after the precipitating event. The Parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

A. The Agreement is to be construed and governed in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.

B. Should either Party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the Party prevailing is entitled to receive from the other Party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith,

whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Consultant certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Consultant under this Agreement. The Consultant further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Consultant is faced with an employment opportunity that appears to be a direct conflict with the services the Consultant is performing under this Agreement, the Consultant shall provide the Authority with notice of the employment opportunity. If the Authority at its sole and absolute discretion determines that the employment would be a direct conflict with the services the Consultant is performing under this Agreement, the Consultant and the Authority shall have the opportunity to decide whether or not the Consultant will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida

Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. Additionally, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount. By signing this Agreement, Consultant certifies that it is not currently on any of the aforementioned lists and agrees to notify the Authority if placement on any of the lists occurs. If Consultant submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Consultant, which may result in a penalty equal to the greater of $2 million or twice the amount of the Work Orders resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification.

SECTION 29. DISCRIMINATORY VENDER LIST

Pursuant to Subsection 287.134(2)(a) and (3)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a Consultant, supplier, subconsultant, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Consultant certifies that it is not on the discriminatory vender list.

SECTION 30. CONFLICT OF INTEREST

This Agreement is subject to the provisions of Chapter 112, Part III, Florida Statutes, as amended, governing conflicts of interest. By execution of this Agreement, Consultant certifies that it has disclosed to the Authority the name of any officer, director, or agent who is also an employee of the Authority, and the name of any employee of the Authority who owns, directly or indirectly, an interest in the Consultant's firm or any of its subsidiaries.

SECTION 31. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Executive Director

If to the Contractor: Gray Matter Systems, LLC
100 Global View Dr, Suite 200
Warrendale, PA 15086
Attention: Mandy Urey, COO

Either Party may change said address by notice in writing to the other Party in the manner herein provided.

SECTION 32. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in no way is connected with nor affects separate agreement(s) arrived at through formal

solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

B. Except as is provided for in Section 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both Parties.

C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

SECTION 33. PARTICIPATION IN E-VERIFY SYSTEM

Consultant and its subconsultants/consultants warrant compliance with all federal immigration laws and regulations that relate to their employees. Consultant agrees and acknowledges that the Authority is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions thereof apply to this Agreement. Consultant by entering into this Agreement with the Authority, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into this Agreement, no contract of Consultant was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) Consultant is and shall remain in compliance with Sections 448.09 and 448.095(2), Florida Statutes, including securing and maintaining subconsultant affidavits as required by Section 448.095(2)(b), Florida Statutes. The Authority's receipt of proof that Consultant and each subconsultant performing through Consultant are E-Verify system participants is a condition precedent to entering this Agreement. Notwithstanding the provisions of SECTION 17., TERMINATION OF AGREEMENT BY THE AUTHORITY/SURVIVAL, or SECTION 18., DEFAULT/REMEDIES herein, if the Authority

has a good faith belief that Consultant or its subconsultants/contractors have knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the Authority shall terminate this Agreement. Consultant shall be liable for any additional costs incurred by the Authority as a result of the termination of this Agreement based on the failure of Consultant or its subconsultants/contractors to comply with the E-Verify requirements referenced herein.

SECTION 34. BACKGROUND CHECKS

The Authority may require Consultant to perform a background check on all persons assigned to perform work for the Authority on behalf of Consultant. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement, and such additional background checking as Authority may deem appropriate. Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the Authority. Others may be excluded at the sole discretion of the Authority, based upon the results of the background check.

SECTION 35. AMENDMENTS

This Agreement may be amended from time to time provided the Authority and the Consultant mutually agree to such amendment, and the amendment is stated in writing, executed by both Parties; provided, however, that Authority may review and modify the terms and conditions of this Agreement at any time during the term as deemed necessary by the Authority for the following reasons including, but not limited to:

A. Conforming the Agreement to the adoption or revision of Florida Statutes, rules, cases, regulations, and standards that require the modification of the Agreement for compliance; and,

B. Conforming to the adoption or revision of the Authority's Procurement Policy.

SECTION 36. COUNTERPARTS

The Parties hereto may execute this Agreement in counterparts and such signatures will have the same effect as if signed all at the same time.

SECTION 37. COMPUTATION OF TIME

The time in which any act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is Saturday, Sunday or a legal holiday and then it is also extended to the next business day.

SECTION 38. TIME OF ESSENCE

Time is of the essence with respect to each date and time specified in this Agreement by which an event is to occur.

SECTION 39. HEADINGS AND CAPTIONS

All headings and captions in this Agreement are for reference and convenience only and will not be held to modify or affect the substantive terms and provisions of this Agreement in any manner.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

BY: Rachel Kerstetter

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Mike Coates 11.23.2021

Mike Coates, P.G. Date
Executive Director

WITNESS:

BY: Lee Ann Cimperman 11/12/2021
Lee Ann Cimperman

Contractor (Name & Title) Date
Mandy Wey, CCC

PREPARED BY AND APPROVED AS TO FORM BY:

Douglas Manson, General Counsel
for Peace River Manasota Regional Water Supply Authority

EXHIBIT A
(Consultant Statement of Qualification)

GRAYMATTER

Statement of Qualifications for General IC&E Professional Services

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

July 15, 2021

Professional Services

Request for Qualifications: Peace River Manasota Regional Water Supply Authority, General Professional Services for Water Facility Instrumentation and Control Systems

GrayMatter Opportunity: 252382

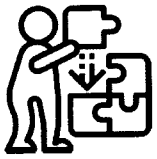
GrayMatter is pleased to respond to your Request for Qualifications with the following.

At GrayMatter, our goal is to transform operations and empower people. As digital transformations in every industry are underway, we help some of the biggest companies in the world harness data and use it to work smarter. They lean on us to protect and connect their critical assets with their people, so every operator is empowered to be the best operator.



CONSULTING

We're a services-first company that starts with your problem and works backwards to help you fix it.



IMPLEMENTATION

We help your people and your industrial assets become smarter and more visible.



TECHNOLOGY CURATION

We focus on co-innovation and curating the best process and technology to drive industrial, digital transformations.

We provide specialized domain knowledge in food & beverage, steel, manufacturing, water, wastewater, energy, and mobile workforce and OEM applications. We work with leading food and beverage companies like T. Marzetti and manufacturers including Procter and Gamble and PPG Industries. We co-innovate with progressive water utilities like the City of Cincinnati and disruptive energy companies like CNX.

Thank you for your confidence in GrayMatter. We look forward to working with you soon. If I can be of further assistance, please do not hesitate to contact me at 239.351.0882.

Sincerely,

AARON CROMER,

Senior Program Manager, GrayMatter
Naples, Florida

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Non-Disclosure: This document is intended for use only by CLIENT personnel (or potential CLIENT personnel) in conjunction with the proposal review process for this initiative. Ideas, concepts, or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from Gray Matter Systems, LLC, except where required by law, and then only to the extent specifically required by law.

"1. *Legal name, address, phone number and email of Consultant"*

GrayMatter Systems, LLC
100 Global View Drive, Suite 200, Warrendale, PA 15086
contracts@graymattersystems.com

GRAYMATTER

OUR TEAM, OUR VISION, OUR MISSION

Since 1991, GrayMatter has helped some of the biggest companies in the world harness their data and use it to work smarter. They lean on us to protect and connect their critical assets to their team members so that every operator is empowered to be the best operator. Our water and wastewater automation solutions include business process optimization, technology implementations, program management, SCADA, historian, CMMS integration, EPA reporting, RTUs, video monitoring, panels, and data collection.

AWARDS & ACCOLADES

FAST 50
2019, 2020

TECH50
VIVID TECHNOLOGY UNVEILED
SOLUTION PROVIDER OF THE YEAR, 2019

PITTSBURGH TECHNOLOGY COUNCIL
TECH50
INNOVATOR OF THE YEAR, 2018

BEST WORKPLACES 2018

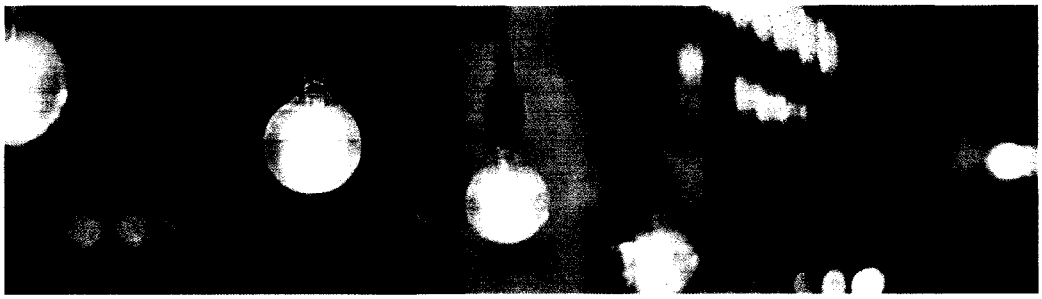
THE CHANNEL
CRN IoT Innovators

Inc. 5 0
AMERICA'S FASTEST GROWING PRIVATE COMPANIES
2017, 2018, 2019, 2020

"2. *List of Consultant's partners/managers/subconsultants (if any) who would be utilized on Authority projects"*

None

Awards & Honors



Inc. 5000 Companies

GrayMatter was recognized by Inc. Magazine as one of the fastest growing private companies in America.

The Inc. 5000 list honors companies with a rapid revenue growth over a three-year period. The elite group has included companies such as Microsoft, Vizio, Oracle and many more.

Best Places to Work

In 2016, GrayMatter was honored as one of the best places to work in Pittsburgh.

To qualify as a Best Place to Work, employees from the company participated in anonymous surveys.

Engaging Pittsburgh: It's All About the People

GrayMatter was a finalist in the 2016 Engaging Pittsburgh summit.

The event, run by the Pittsburgh Human Resources Association, showcases efforts that have made a difference for employees across the region.

Pittsburgh's 100 Fastest Growing Companies

GrayMatter was named one of Pittsburgh's 100 Fastest Growing Companies in 2016.

"3. Principal office location(s) of Consultant and any proposed partners/subconsultants"

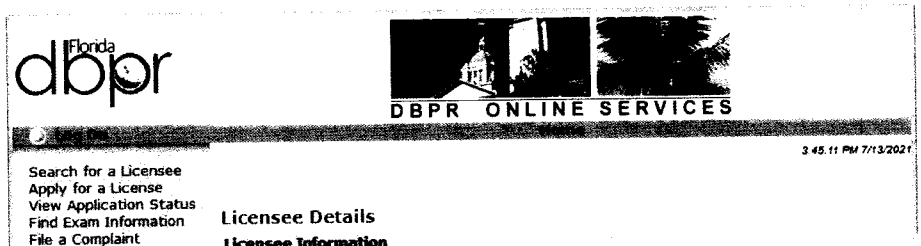
Gray Matter has its primary offices in Pennsylvania, Colorado, Utah, Virginia, Maryland, and Delaware with resources across the US, and in Canada, including 6 locations in Florida, each of which are listed here. We have executed projects nationally and internationally and our offices share resources to complete projects at the highest possible quality.

1. John Benitz, 865 Nettles Boulevard, Jensen Beach, FL 34957
2. Aaron Cromer, 9625 Deepwater Court, Naples, FL 34109
3. Kemell Kassim, 255 Canterwood Lane, Mulberry, FL 33860
4. Mark Meisel. 2400 Bent Pine Street, Melbourne, FL 32935
5. Gabriel Miños, 5205 West Cleveland Street, Tampa, FL 33609
6. Bill Weed, 1 Las Olas Circle # 406, Ft Lauderdale, FL 33316

"4. Legal form of company, i.e., partnership, corporation, joint venture (if joint venture, identify the members)"

Gray Matter Systems, LLC is a Limited Liability Company.

"5. Copies of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certificates from any other governmental entity with jurisdiction, allowing Consultant to perform the necessary work"



Florida dbpr

DBPR ONLINE SERVICES

3:45:11 PM 7/13/2021

Search for a Licensee
Apply for a License
View Application Status
Find Exam Information
File a Complaint
AB&T Delinquent
Invoice & Activity
List Search

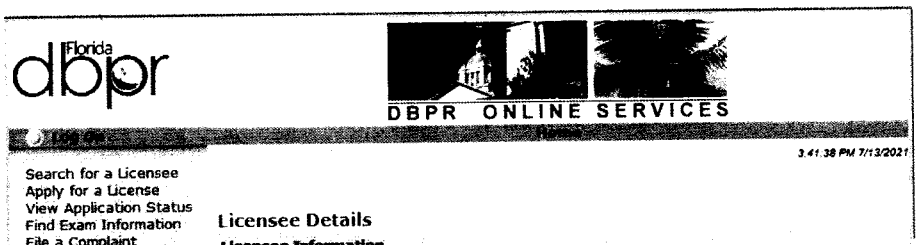
Licensee Details

Licensee Information

Name:	**GRAY MATTER SYSTEMS, LLC (Primary Name)**
	GRAY MATTER SYSTEMS, LLC (DBA Name)
Main Address:	**100 GLOBAL VIEW DRIVE** **SUITE 200** **WARRENDALE Pennsylvania 15086**
County:	**OUT OF STATE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**35007**
Status:	**Current**
Licensure Date:	**04/01/2021**
Expires:	



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Licensee Details

Licensee Information

Name:	**CROMER, AARON C. (Primary Name)**
Main Address:	**9625 DEEPWATER CT** **NAPLES Florida 34109**
County:	**COLLIER**
License Mailing:	**9625 DEEPWATER CT** **NAPLES FL 34109**
County:	**COLLIER**
LicenseLocation:	

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**71986**
Status:	**Current,Active**
Licensure Date:	**11/02/2010**
Expires:	**02/28/2023**

Special Qualifications	**Qualification Effective**
Electrical & Computer	**11/02/2010**

"6. Identification of Consultant's "Project Manager" who is proposed to serve as point of contact for any and all work assigned by the Authority, location of "Project Manager", outline of qualifications and professional experience"

Richard Dreher, Senior Project Manager, GrayMatter Systems, LLC

GRAYMATTER

Richard D.

OVERVIEW

- Project Manager with over 25 years of experience in the Water/Wastewater field
- Experienced leader and Implementer of SCADA management strategies
- Over 33 years combined experience in SCADA, IT Administration, Controls Engineering, CMMS Integration, Software Programming\Integration, Communications and Electronics
- Experienced Leader of Digital Transformations
- US Air Force Veteran

PROFESSIONAL EXPERIENCE

Director of Water Projects, Gray Matter Systems

2019 - Present, Dallas/Fort Worth, TX

As Director of Water Projects with GrayMatter, Richard manages over 20 concurrent projects while directing a team of service engineers. Richard manages customer focused projects in which customer satisfaction is attained by driving the highest possible value for lowest amount of customer cost while meeting or exceeding all of the customer project goals.

- Manages a variety of projects including but not limited to our Water\Wastewater partners.
- Manages SCADA installation projects for Proficy HMI/SCADA iFIX, GE Historian, GE Workflow along with other software packages and platforms
- Provides systems for automated business intelligence and system visualization solutions via trending, reporting and operational interactive solutions
- Manages asset management integration projects to drive maintenance activities based on integrated SCADA data.
- Performs onsite and remote Digital Transformation assessments to drive customer value through process improvement.

Automation Consultant, Gray Matter Systems

2013 - 2018, Dallas/Fort Worth, TX

As an automation consultant with GrayMatter, Richard takes a solution-focused approach to help customers identify areas of improvement in networks and perform system upgrades. Richard leverages his nearly 20 years of experience in automation to help companies realize stronger performance and increased productivity in their networks with innovative technology and smart data usage.

- Performed assessments to provide clear picture of "as-is" telemetry, plant control systems, instrumentation and control structures, and provided guidance on areas of improvement
- Provided automated business intelligence and system visualization solutions via trending and reporting solutions
- Leveraged database experience to capture historical data in process and relational database systems
- Digitized standard operating procedures

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PROFESSIONAL EXPERIENCE (cont.)

Product Manger Industrial Integration Space, SICK Industrial Sensors
2018 - 2019, Dallas/Fort Worth, TX

Performed duties as a Market Product Manager with SICK. Richard took an under-performing analytics software channel and improved sales output by 50%. Richard also took control of an IOT edge gateway product and drove new sales by programming innovative solutions and integration with both SICK products and third-party offerings.

- Managed product portfolio including analytic software, data integrations machines, sensor integration machines, Telematic Data Collectors, IOT edge gateways
- Guided IOT installation projects
- Provided automated business intelligence solutions via cloud-based offerings.
- Leveraged database experience to capture historical data from IOT gateways and Sick Sensor products.

System Administrator III, Palm Beach County Water Utilities
2001-2013 - Palm Beach County, FL

- Programmed and administered an GE IFIX version 5.5 computer system running on Windows 7/Server 2008 computers distributed over a wide area network
- Concurrently managed over 30 projects while supervising a staff of three system administrators, an operational budget of 750K, and a SCADA system consisting of 18 SCADA Servers with 42 View nodes

Ground Radio Maintenance Technician, U.S. Air Force
1987 - 1991, Shaw AFB, Sumter SC

Installed, maintained, troubleshot, and repaired transportable transmitters, receivers, transceivers, and related equipment. Radio equipment included: amplitude/frequency modulation, single sideband, and independent sideband applicable to point-to-point; ground-to-air; HF, VHF, and UHF systems; radio frequency amplifiers; and various pieces of test equipment. Repair was performed to component level.

Licensing

USA Federal Communications Commission General Radiotelephone License.

Certifications

- Historian Certified Support Professional - General Electric/Gray Matter Systems-12/13
- IFIX Certified Support Professional - General Electric/Gray Matter Systems – 10/13
- Essentials of Leadership - Palm Beach County Water Utilities-05/07
- Crystal Reports 10.0 - Palm Beach County Water Utilities-07/05
- Microsoft Server 2003 - Palm Beach County Water Utilities-08/03
- Microsoft Visual Basic 6 - Palm Beach County Water Utilities-07/03
- IFIX Software Course 154 - Palm Beach County Water Utilities-10/02
- Windows Server 2000 - Palm Beach County Water Utilities-10/01
- Intellution Software Course 104 - Palm Beach County Water Utilities-02/96
- PLC Programming/Troubleshooting - Palm Beach County Water Utilities-12/95 & 10/99
- Microwave Data Radio Systems - Palm Beach County Water Utilities-10/95
- Advanced Digital Electronics - U.S. Air Force-04/90 and Delta Air Lines-05/92
- Antenna Theory - U.S. Air Force-06/90
- AN/TSC 60(V) Communication Central Radio Maintenance Course - U.S. Air Force-09/89
- Ground Radio Communications Specialist Course - U.S. Air Force-03/88

"7. Identification, outline of qualifications and professional experience of other key personnel who will be assigned to conduct professional services provided in the Scope of Services section and the location of the office to which they are assigned"

Our team has a combined resource pool of more than a hundred talented individuals, including a wealth of industry experts. Listed here are our proposed team members for work with the Authority.

Primary Resources (Project Manager & Project Team / Key Personnel Form)			
Aaron Cromer, PE **Naples, FL**	Sr Program Manager	21	SCADA, networks, PLC, electrical engineering, measurement systems including large volume reporting, pressure monitoring, gas control operations, project management, project planning
Richard Dreher **Dallas, TX** (Former 13 yr resident of Palm Beach, FL)	Sr Project Manager	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, VMWare, SCADA Infrastructure, MDS Radio, DFS, PLC (AB, GE, etc.), networks, applications, workflow, system admin, project mgmt.
Bill Weed **Ft Lauderdale, FL** (Delaware PE)	Sr SCADA Engineer	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, SCADA, MDS radio, DFS, PLC (AB, GE, etc.), applications
Gabriel Miños **Tampa, FL**	Sr SCADA Engineer	20+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, VMWare, SCADA Infrastructure, MDS Radio, DFS, PLC (AB, GE, etc.), workflow, networks, applications
James Hannah **Pittsburgh, PA**	Sr SCADA Engineer	12	PLC, Instrumentation, Signalization, iFIX, SCADA, HMI (Cimplicity & Citect HMI), DeviceNet, Trainer
David Spivey **Virginia Beach, VA**	Sr Controls Engineer	19	GE Proficy-Cimplicity, GE Proficy Historian, GE MDS Radios, GE 90/30, 90/70 & RX3I PLCs, SCADA, iFIX, Historian
Emilie Nelson **Virginia Beach, VA**	Controls Engineer	9	GE PLC (90-30, 90-70, RX3i, RX7i), Instruments, iFIX, networks, telemetry
Jeff Green **Newark, DE**	Controls Engineer	17	GE PLC, Instrumentation, iFIX, SCADA, Networks

Primary Resources
(Project Manager & Project Team / Key Personnel Form)

Chris Johnson **Richmond, VA**	IT Systems Engineer	17+	iFIX, Historian, IT Systems Admin: Windows Server (Active Directory, DNS, DHCP, Group Policy) / SQL Server, Microsoft Exchange, SharePoint/storage configuration & management, networks, DBs, server applications

Secondary Resources

John Benitz **Naples, FL**	VP of Services	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow, ISA 101, ISA 99 (HPG)
Adrian White **Naples, FL**	Sr Applications Engineer	25+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow
Dave Geiger **Ontario, Canada**	Sr Applications Engineer	10+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow
Brian Heble **Denver, CO**	Sr Applications Engineer	10+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, MDS Radio, DFS, PLC (AB, GE, etc.)
Greg Hazel **Denver, CO**	Director Technology Services	20+	iFIX, iHistorian, WebHMI, Webspace, Proficy Suite, VMWare, SCADA Infrastructure, MDS Radio, DFS, PLC (AB, GE, etc.), Workflow
John Miller **Virginia Beach, VA**	Controls Engineer	25+	iFIX / Cimplicity HMI, GeoSCADA, WinCC, PLCs (Rockwell, Modicon, GE and Siemens), Radio telemetry using MDS, and CDMA

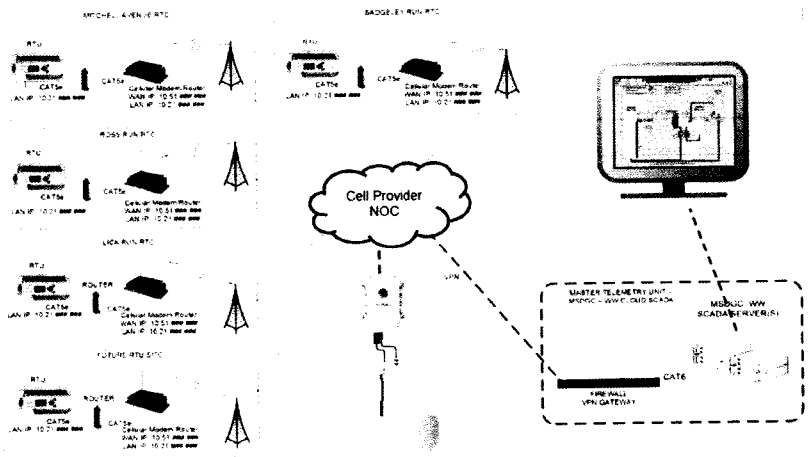
"8. Description and examples of projects completed by Consultant relating to the services requested herein, including budget, approximate project start date(s) and completion time information"

Client:	**Cincinnati MSD**
Project Title:	Operational Support (2013 – Present)
Project Value:	$10 Million
GrayMatter Execution:	$3.8 Million

Description: GrayMatter was selected as a part of an engineering and implementation consortium effort that designed, implemented, operated and maintained the Cincinnati MSD Wet Weather SCADA system for remediation of CSO events. The system was designed with a foundation of GE IFIX redundant SCADA servers and a GE Historian that communicates to hundreds of manhole level, flow and rain sensors through IGS/Kepware drivers to visualize the current state of the entire combined sewer environment in near real time.

Cincinnati MSD selected the GE Proficy platform and the elite Gold Key solution which enabled them to employ any and all software in the GE portfolio in any quantity. This solution enabled GrayMatter and the team to focus on operational requirements and ensure the appropriate data is provided to the right person without worry that they would run out of users, tags or need for a different GE software as access to it all was given.

This build includes redundant SCADA servers and a GE Historian. Communication to many of the remote sensors is by cellular connections. Remote access to the graphics is permitted by IFIX Terminal Servers that enable those with the right credentials to login from anywhere and monitor the system seeing what they need to see based on user and group security areas. A GE Workflow system acting as a Real Time Decision Support mechanism enables reporting and notification of events.



The SCADA system created has been operated and maintained by GrayMatter under a support and services contract since installation. Multiple servers based within the local VM hosted environment house the Proficy suite of software, including specialized data queries for reporting solutions. The latest effort centers around creating an Historian Server in the DMZ, leveraging appropriate security measures by GrayMatter and Cincinnati MSD IT so data can be ported elsewhere in the organization. This enables individual users and separate business applications across the enterprise to access the data that the SCADA system contains – specifically compliance data, flow data, DEP data, asset data, etc. This access empowers the entire organization to use the data and make business case decisions. The constant watch over the system has facilitated near flawless performance.

Client:	**Palm Beach County, FL**
Project Title:	SCADA Visualization (2017 – Current)
Project Value:	$900,000
GrayMatter Execution:	$900,000

Description: The objective was to redesign the visualization of the HMI into HPG leading practices. Through workshops and documentation efforts, it was discovered that there were data irregularities that were not understood. GrayMatter moved to a troubleshooting approach, leveraging our extensive iFIX knowledge to trace the data path from instrument to PLC to network to driver to database to screen to find the problems.

Project Deliverables: Clearly defined initial deliverables for High Performance Graphics (HPG) were documented, presented and workshops were performed to clearly capture the counties requirements.

The delivery team captured all screens that were required to be 'upgraded' and then grouped them into process areas. The process areas were prioritized by operations, and the delivery of HPG followed.

During the delivery, the data quality was questioned. GrayMatter helped deescalate the operational impact of the screen redeployment and the data issues. By documenting the before, during, and after, it was found that inappropriate tags, scaling and other undocumented scenarios were applied to certain, non-critical data points. GrayMatter helped define the methodology for the solution, trained the local team on how to deploy the solution.

Continuation of the HPG program is ongoing with roughly half of the SCADA systems being evaluated. Continuation of the GrayMatter services is being requested to support the transition and potential attrition of resources.

Client:	**Broward County, FL**
Project Title:	SCADA Software Support (2018 – Current)
Project Value:	$250,000
GrayMatter Execution:	$250,000

Description: GrayMatter, as the largest GE Digital Partner in North America, provided the GE Proficy iFIX Suite – iFIX, Historian, Driver, Reporting package, to the county in an RFP response. The integrator of the solution was unable to fully deploy the iFIX solution due to some intricate requirements by the county. GrayMatter being the authorized and certified provider of the GE Proficy iFIX suite provided and is still provided as needed support during the implementation phase of the project as is projected to be awarded the ongoing services contract once the substantial completion is awarded to the contractor.

Project Deliverables: VMware support and setup: GrayMatter was awarded by the winning contractor a support contract to standup, configure, and install the Proficy iFIX suite on nearly 50 VMs local to Broward County. GrayMatter services provided the hardware and software services both remotely and locally to optimize the contract and the time allotted. Upon creating the VM images for the various types of machines (SCADA, Historians, DBs, Reporting, Backup), in the various environments (Testing, Development, Production), GrayMatter developed and deployed a backup strategy for all machines the configuration and the data.

SCADA configuration and Troubleshooting: GrayMatter was tasked by the County to ensure the configuration of the contractor was meeting specifications. GrayMatter performed testing and triage of the screens, database connectivity and poll rates to ensure data was being received from the remote field PLC effectively and the SCADA system and its parts and pieces were processing it efficiently. The operational feedback initially was not positive and GrayMatter stepped in and developed a testing methodology that proved the configuration was not optimized by the contractor. GrayMatter was tasked with ensuring the contractor supported the operational request and by working with the contractor and optimizing the configuration, as a trained, certified iFIX resource, GrayMatter provided the outcome the County requested.

Training: GrayMatter as the licensed representative of GE Digital provided iFIX training at various levels to the County staff, both technical and operational. GrayMatter also provided report training for the Deep Ocean Product – Dream Report.

Client: **Bonita Springs Utilities, FL**
Project Title: SCADA Support (2017 – Current)
Project Value: $120,000
GrayMatter Execution: $120,000

Description: Bonita Springs Utilities (BSU) has limited resources to provide highly technical support in maintaining and operating their treatment process control system, iFIX. Typically, their IT staff would ensure connectivity, but beyond connectivity, the process or the data knowledge was not provided. GrayMatter was awarded a partnership with BSU to provide oversight and support in how to document the existing systems, their configuration and how to develop a strategy of support and maintenance.

Project Deliverables: GrayMatter resources spent time with the defined internal resource to help assess what is available hardware and software wise. Once the architecture was defined, the maintenance strategy for each asset was defined at the appropriate level. Then GrayMatter performed the maintenance and helped document with the internal resource to ensure a transition and ownership occurred.

GrayMatter helped BSU with infrastructure upgrades to VMware, including new hardware and centralized DBs in support of higher efficiency reporting. GrayMatter helped document the strategy of backups of their data and configuration. GrayMatter also helped develop consistent data throughput from external systems into a centralized reporting platform for compliance driven operations, Dream Reports. By leveraging Dream Reports, and the workflow approval process, the compliance reporting strategy was optimized.

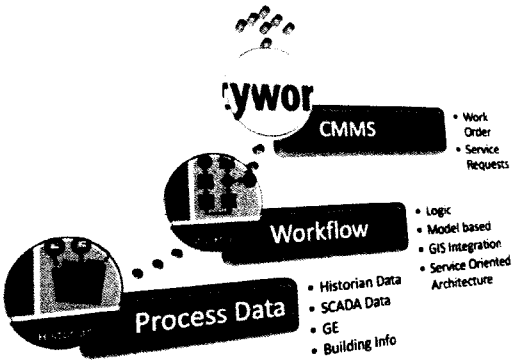
Client: Eagle River Water and Sewer District
Project Title: SCADA System Upgrades and RT-DSS Connection to Cityworks (2019-20)
Project Value: $ 500K
GrayMatter Execution: $ 500K

Project Description: Through a complete SCADA system assessment for seven facilities, each location was visited and thoroughly documented, including hardware, software, and

existing configurations. After evaluation, a detailed upgrade and optimization roadmap was developed. This plan highlighted the optimal path for upgrading the systems based on specific leading practice expertise.

Eagle River then awarded GrayMatter with follow-on work to overhaul and rebuild the entire SCADA network for seven water and sewage treatment plants. Design, development, installation, configuration, testing, training and turnover of SCADA, Historian and Terminal Server virtual machines for each facility.

- iFIX SCADA and iClients upgraded to version 5.8. including redundant SCADA Servers.
- Upgraded Client Nodes - iFix upgraded to the current versions, including SCU network configuration, SCU path configuration, hosts file configuration, IP address configuration, picture files, PC Name, latest SIMs and updates, Microsoft security and performance updates.
- Upgraded to Webspace v4.8 iFIX 25 Clients Stand Alone Server
- Creation and implementation of a DMZ historian and Real Time Decision Support System - Workflow environment.



A business enterprise GE Historian was added in the DMZ to provide SCADA data to the business network while the GE Workflow system is passing SCADA data to the utility CMMS and make maintenance decision based on this data acting as a Real Time Decision Support System. The real time decision support enables the Utility to perform on time maintenance utilizing data and knowledge form operations and the SCADA system which will include future billing system and Cityworks integrations.

Client:	**Collier County Growth Management Department**
Project Title:	SCADA Services Stormwater Support
Project Value:	$ 300,000
GrayMatter Execution:	$ 300,000

Project Description: SCADA Upgrade and Ongoing Audit Services. GrayMatter was retained by the Collier County Stormwater division to perform a system audit and digital assessment. The outcome of the assessment was to modernize the system with hardware and software, then secure it based on AWIA and ISA standards. Upon completion, the County asked GrayMatter to continue in the primary support role for the system, ensuring system maintenance and operations did not lapse.

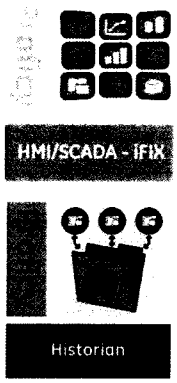
Project Deliverables: GrayMatter developed an ongoing services matrix to support the specific assets within Stormwater's purview. Assets include hardware, software, pumps, motors, valves, meters and all field assets. GrayMatter audited the assets and defined a baseline operational condition for each, and with Stormwater agreed to parameters for maintenance the cyclical nature of the maintenance. GrayMatter provides direct coordination and services of all SCADA – HOST, NETWORK, FIELD – and supports Stormwater in maintaining the rotational assets based on the data from the SCADA system. GrayMatter performs weekly log inspections of the operational technology through secured channels, responds to operational performance questions, provides server and VM

maintenance for patching and vulnerability updates on a monthly and quarterly basis. GrayMatter also provides audit reports of the systems performance.

Client:	**Collier County Public Utilities Department**
Project Title:	SCADA Services Landfill Support June 2020 - Current
Project Value:	$ 150,000
GrayMatter Execution:	$ 150,000

Project Description: SCADA Upgrade and Ongoing Audit Services. GrayMatter was retained by the Collier County Landfill division to perform a system audit and digital assessment. The outcome of the assessment was to modernize the system with hardware and software, then secure it based on AWIA and ISA standards. Upon completion of the modernization work, the County requested GrayMatter to continue to act as the primary support role of the system, ensuring the system was maintain and operations did not lapse.

Project Deliverables: GrayMatter developed an ongoing services matrix to support the specific assets within Landfill and Public Utilities purview. GrayMatter provides support on an as needed basis in support of screen design or modifications, process control modifications or even reporting generation. Public Utilities provides and supports the enterprise infrastructure – Servers, Software (GrayMatter support Public Utilities in various ways). GrayMatter supports the Landfill operations through direct support of the operations of the SCADA system and the data it creates/manages.



Landfill operations will request changes to the FIELD hardware to optimize or minimize its impact during wet weather conditions – GrayMatter responds with support through PLC configuration or custom scripting within the iFIX application. GrayMatter also develops and centralizes reporting for Landfill compliance.

Chesterfield County, Virginia

Project Type
SCADA/PLC/Database Support

Project Dates
- Bailey Bridge - Completion: Mar 2008
- Falling Creek PS - Completion: Aug 2008
- Falling Creek iFIX Upgrade - Completion: Jun 2009
- Falling Creek IFAS System, ENR (sub to IDI) - 2013
- Proctor's Creek IFAS System, ENR (sub to IDI) - 2014
- Ongoing General Services

Key Staff
Janardan Lal
Anand Dixit
Chris Dove
Chris Johnson
Arjan Kool

Total Project Cost
Bailey Bridge: $395,000
Falling Creek PS: $299,728
Falling Creek iFIX: $62,112
Falling & Proctor's Creek IFAS/ ENR $530,226
Cumulative Cost: $1.1 Million

Client Reference
Mr. Patrick DePumpo
Network Analyst
Chesterfield DPU
PO Box 40
Chesterfield, VA 23832
804.751.4683
depumpop@chesterfield.gov

Background
During our long-term relationship E-Merge (GrayMatter subsidiary), has partnered with Chesterfield County Utilities and their A/E firms on many efforts such as developing system architectures, assisting with telemetry needs, performing Y2K audits for 40 PLC control systems, migrating wastewater pump station communications to MDS iNET radios and supporting their ENR improvements projects to name a few.

Issue
Provide SCADA/PLC/database and control system support under direct county contracts and as a subcontractor for construction efforts.

Highlighted Project – Falling & Proctor's Creek WWTP ENR IFAS upgrade: The 36 MGD Proctor's Creek and 10 MGD Falling Creek plants must meet increasingly stringent Chesapeake Bay effluent standards, particularly as it applies to nutrients. In this case, the ammonia nitrogen and nitrate plus nitrite nitrogen leaving the plants must be less than 1 mg/l and 2 mg/l respectively.

Highlighted Solution - IDI provided the Meteor-IFAS/MBBR process. Meteor is a biological process utilizing floating biofilm carriers in conjunction with conventional activated sludge so that existing aeration basins can be used to meet Chesapeake Bay ENR limits. E-Merge provided programming services and support for Rockwell's redundant ControlLogix with FactoryTalk View SE HMI software. The system included more than 500 I/Os for each application. The PLC controlled the anoxic and aeration zones, sludge pumps, methanol, polymer, RAS and WAS pumps, chemical feed systems including carbon denitrification. The system communicated with multiple other Modicon Plant PLCs over Ethernet.

Other Work
Complete support provided for all GE Proficy software on wastewater SCADA, working closely with the County IT Department; SCADA controls and RTU upgrades included WWTPs and over 65 SPS.

- Upgrade of iFIX v 3.5 to iFIX v 5.0 including: Terminal Services for all View Clients, multi-monitor support, custom screen navigation with resizing and alarm masking features, audit trail and daily email
- Proficy Real-Time Information Portal (RTIP) v 3.0 data analysis software
- Upgrade of Historian v 3.0 to v 3.1 – backup/restore historical database
- Implemented weekly and daily backups of iFIX, Historian & RTIP
- Developed and standardized pump alteration logic
- Flow monitoring and totalization
- Ventilation control

Outcomes
Standardization of software and SCADA system upgrades brought county workers on the same page, increasing work efficiency, improving operations practices, and maximized plant efficiency. E-Merge's code implementation reduced pump starts / stops and increased equipment lifespan. ENR improvements reduced nutrient discharges to the Chesapeake Bay allowing Chesterfield the opportunity to earn Nutrient Exchange Revenue.

"9. Disclosure of whether Consultant or subconsultant(s) previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City of North Port ("Customers"), in any capacity, and description of such representation, if applicable"

None

"10. Disclosure of any current litigation the Consultant or subconsultant(s) is a) a party to, or b) directly or indirectly involved (e.g., retained for testimony and expertise on behalf of any other entity; subpoenaed; etc.) that is against the Authority or any of the Customers, and a description of such litigation, if applicable"

None

"11. Summary and disposition of any individual cases of litigation, judgments and/or legal actions, entered against Consultant or subconsultant(s) for breach of contract for work performed for any local, state, federal, public or private entity, by any state or federal court, within the last five (5) years"

None

"12. Name and contact information for at least three (3) references that are Florida public entities that have utilized services provided by Consultant similar to those required by this Request for SOQs."

Name	Title	Entity	Phone	Email
Shane Cox	Sr Project Manager	Collier County Stormwater	239.252.5792	Shane.cox@colliercountyfl.gov
John Devaney	SCADA Manager	Palm Beach County Utilities	561.493.6044	jdevaney@pbcwater.com
Rob Lee	Landfill Operations Manager	Collier County Landfill	239.252.7952	Rob.lee@colliercountyfl.gov
Yunior Rivera	SCADA Engineer	Bonita Springs Utilities	239.872.5601	YRivera@bsu.us
Alex Fleites	Director SCADA Operations	Palm Beach Utilities	561.493.6046	afleites@pbcwater.com
Steven Doyle	Construction Project Manager Supervisor	Broward County Utilities	954.831.0962	sdoyle@broward.org

PROJECT MANAGER AND PROJECT TEAM/KEY PERSONNEL
for
GENERAL PROFESSIONAL SERVICES FOR WATER FACILITY INSTRUMENTATION AND CONTROL SYSTEMS AND LOW/MEDIUM DUTY ELECTRICAL

The Consultant's proposed Project Manager and key project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

Person's Name	Job Classification	Area of Expertise	Employer	Office Location
Aaron Cromer	Sr Program Mgr	SCADA, Network, PLC	GrayMatter	Naples, FL
Richard Dreher	Sr Project Mgr	SCADA iFIX, Historian, Network, AB/GE PLC	GrayMatter	Dallas, TX
Gabriel Minos	Sr SCADA Engineer	SCADA iFIX, Historian, Network, Applications	GrayMatter	Tampa, FL
Bill Weed	Sr SCADA Engineer	SCADA iFIX, Historian, GE PLCs, Applications	GrayMatter	Fort Lauderdale, FL
James Hannah	Sr SCADA Engineer	PLC, Instrumentation, Signalization, iFIX	GrayMatter	Pittsburgh, PA
Jeff Green	Controls Engineer	GE PLC, Instrumentation, iFIX	GrayMatter	Newark, DE
Chris Johnson	IT Systems Engineer	Networks, DBs, IT Infrastructure, Server, Applications	GrayMatter	Richmond, VA
Emilie Nelson	Controls Engineer	GE PLC, Instruments, iFIX	GrayMatter	Virginia Beach, VA
David Spivey	Sr. Controls Engineer	SCADA iFIX, Historian, GE PLC	GrayMatter	Virginia Beach, VA

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a).
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, SOQ, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) (Date)

STATE OF Pennsylvania

COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of July, 2021 by Mandy Urey as CCO of Graymatter Systems LLC a Delaware company organized under the laws of the State of ___ on behalf of the company, who is personally known to me or has produced n/a as identification.

Lee Ann Cimperman
Notary Public
Name (Printed) Lee Ann Cimperman

My commission expires 4-1-2023

(Printed typed or stamped Commissioned name of Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Lee Ann Cimperman, Notary Public
Allegheny County
My commission expires April 1, 2023
Commission number 1344444
Member, Pennsylvania Association of Notaries

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for SOQ.

Consultant Name: Gray Matter Systems, LLC

Reference Entity: Collier County Growth Management Department

Reference Contact Person: Shane Cox, PE

Reference Address: 2800 Horseshoe Drive, N Naples, FL 34104

Reference Email Address: Shane.cox@colliercountyfl.gov

Reference Phone No.: 239.252.5792

Project Name: SCADA Services / Stormwater Support

Project Location: Collier County, Florida

Consultant Project Manager: Richard Dreher

Contract Amount: $300,000

Date Project Commenced:

Date of Final Completion:

Description of Work Performed:

Project Description:

SCADA Upgrade and Ongoing Audit Services: GrayMatter was retained by the Collier County Stormwater division to perform a system audit and digital assessment. The outcome of the assessment was to modernize the system with hardware and software, then secure it based on AWIA and ISA standards. Upon completion, the County asked GrayMatter to continue in the primary support role for the system, ensuring system maintenance and operations did not lapse.

Project Deliverables:

GrayMatter developed an ongoing services matrix to support the specific assets within Stormwater's purview. Assets include hardware, software, pumps, motors, valves, meters and all field assets. We audited the assets and defined a baseline operational condition for each, and with Stormwater agreed to parameters for maintenance the cyclical nature of the maintenance. GrayMatter provides direct coordination and services of all SCADA - HOST, NETWORK, FIELD - and supports Stormwater in maintaining the rotational assets based on the data from the SCADA system. GrayMatter performs weekly log inspections of the operational technology through secured channels, responds to operational performance questions, provides server and VM maintenance for patching and vulnerability updates on a monthly and quarterly basis. We also provide audit reports of the systems performance.

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for SOQ.

Consultant Name: Gray Matter Systems, LLC

Reference Entity: Bonita Springs Utilities, Florida

Reference Contact Person: Yunior Rivera

Reference Address: 11900 E. Terry Street, Bonita Springs, FL 34135

Reference Email Address: YRivera@bsu.us

Reference Phone No.: 239.872.5601

Project Name: SCADA Support (2017 - Present)

Project Location: Bonita Springs, Florida

Consultant Project Manager: Richard Dreher

Contract Amount: $120,000

Date Project Commenced: 2017

Date of Final Completion: Ongoing

Description of Work Performed:

Description: Bonita Springs Utilities (BSU) has limited resources to provide highly technical support in maintaining and operating their treatment process control system, iFIX. Typically, their IT staff would ensure connectivity, but beyond connectivity, the process or the data knowledge was not provided. GrayMatter was awarded a partnership with BSU to provide oversight and support in how to document the existing systems, their configuration and how to develop a strategy of support and maintenance.

Project Deliverables: GrayMatter resources spent time with the defined internal resource to help assess what is available hardware and software wise. Once the architecture was defined, the maintenance strategy for each asset was defined at the appropriate level. Then GrayMatter performed the maintenance and helped document with the internal resource to ensure a transition and ownership occurred.

GrayMatter helped BSU with infrastructure upgrades to VMware, including new hardware and centralized DBs in support of higher efficiency reporting. GrayMatter helped document the strategy of backups of their data and configuration. GrayMatter also helped develop consistent data throughput from external systems into a centralized reporting platform for compliance driven operations, Dream Reports. By leveraging Dream Reports, and the workflow approval process, the compliance reporting strategy was optimized.

REFERENCES

Consultant must provide a minimum of three (3) references that meet the requirements in the Request for SOQ.

Consultant Name: Gray Matter Systems, LLC

Reference Entity: Palm Beach County Florida

Reference Contact Person: (1) John Devaney, (2) Alex Fleites

Reference Address: 301 N. Olive Avenue, West Palm Beach, FL 33401

Reference Email Address: (1) jdevaney@pbcwater.com, (2) afleites@pbcwater.com

Reference Phone No.: (1) 561.493.6044, (2) 561.493.6046

Project Name: SCADA Visualization (2017 - Present)

Project Location: Palm Beach, Florida

Consultant Project Manager: Andy Breneman

Contract Amount: $900,000

Date Project Commenced: 2017

Date of Final Completion: Ongoing

Description of Work Performed:

Description: The objective was to redesign the visualization of the HMI into HPG leading practices. Through workshops and documentation efforts, it was discovered that there were data irregularities that were not understood. GrayMatter moved to a troubleshooting approach, leveraging our extensive iFIX knowledge to trace the data path from instrument to PLC to network to driver to database to screen to find the problems.

Project Deliverables: Clearly defined initial deliverables for High Performance Graphics (HPG) were documented, presented and workshops were performed to clearly capture the counties requirements.

The delivery team captured all screens that were required to be 'upgraded' and then grouped them into process areas. The process areas were prioritized by operations, and the delivery of HPG followed.

During the delivery, the data quality was questioned. GrayMatter helped deescalate the operational impact of the screen redeployment and the data issues. By documenting the before, during, and after, it was found that inappropriate tags, scaling and other undocumented scenarios were applied to certain, non-critical data points. GrayMatter helped define the methodology for the solution, trained the local team on how to deploy the solution.

Continuation of the HPG program is ongoing with roughly half of the SCADA systems being evaluated. Continuation of the GrayMatter services is being requested to support the transition and potential attrition of resources.

Contact Information

AARON CROMER
SENIOR PROGRAM MANAGER



239.351.0882 m
acromer@graymattersystems.com

RICHARD DREHER
SENIOR PROJECT MANAGER



214.471.0498 m
rdreher@graymattersystems.com

MANDY UREY
CHIEF OPERATING OFFICER



412.650.4796 o
murey@graymattersystems.com

Non-Disclosure: This document is intended for use only by the recipient's personnel in conjunction with the proposal review process for this initiative. Ideas, concepts, or content contained in this document shall not be shared or disclosed to other personnel or companies without prior written approval from E-Merge Systems, LLC.

For the purposes of public disclosure as per Freedom of Information Act, E-Merge's submitted proposal can be made available to the Public excluding "Design Concept Drawings". Such information is deemed as E-Merge's intellectual property and is clearly identified as such in the proposal. E-Merge does not claim that the entire proposal is subject to non-disclosure.

GrayMatter Systems, LLC
100 Global View Drive, Suite 200, Warrendale, PA 15086

GRAYMATTER

EXHIBIT B
(Consultant Fee Schedule)

GRAYMATTER

100 Global View Drive, Suite 200
Warrendale, PA 15086
T: 1-877-741-2410

Role/Title	Rate (Hourly)
Sr Solutions Architect	$225
Program Director	$225
Sr Integration Engineer/Sr Engineer	$225
Project Manager	$205
Sr Solutions Consultant	$205
Lead Process Consultant	$185
Engineer	$185
Solutions Architect	$175
Integration Specialist/Programmer VI	$175
Process Consultant	$175
Electrician Journeyman	$125
Electrician Apprentice	$100

EXHIBIT C
(Authority Resolution 2018-01 'Resolution Establishing Per Diem and Travel Expenses')

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2018-01

RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

WHEREAS, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

WHEREAS, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

WHEREAS, the Authority meets the definition of a "public agency" under Section 112.061, Florida Statutes; and

WHEREAS, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

WHEREAS, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

WHEREAS, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

WHEREAS, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:

Section 1. The above recitals are true and correct, and are fully incorporated herein.

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

Section 4. The mileage reimbursement rate shall be the "standard mileage rate for business use of a vehicle" established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.

Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

Attest:

Patrick J. Lehman
Executive Director

Peace River Manasota Regional
Water Supply Authority

Commissioner
Chairman

Approved as to Form:

Douglas Manson
General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

FEB - 2 '18

Peace River Manasota
Regional Water Supply Authority

EXHIBIT D
(Certificate of Insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Summit, NJ-Hub International Northeast Limited 180 River Road Suite 2nd Floor Summit NJ 07901	**CONTACT NAME:** Susan L. King **PHONE (A/C, No, Ext):** 908-790-6800 **FAX (A/C, No):** **E-MAIL ADDRESS:** susan.king@hubinternational.com
INSURED GRAYMAT-04 Gray Matter Systems, LLC 100 Global View Drive, Suite 200 Warrendale PA 15086	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** CRUM & FORSTER SPECIALTY INS CO — 42471 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1267856663 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		36044660EUC	11/22/2020	11/22/2021	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		73600792	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $0	Y		78182762	11/22/2020	11/22/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Technology Services E&O/ Cyber Liability			TEO100225201	11/22/2020	11/22/2021	Each Claim Aggregate Retention-Each Claim	3,000,000 3,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required per written contract, Peace River Manasota Regional Water Supply Authority, the Authority, its directors, officers, employees & agents are named as additional insured as it relates to general liability subject to the terms and conditions of the policy. 30 Days notice of cancellation.

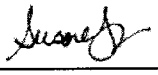
CERTIFICATE HOLDER

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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EXHIBIT E
(Contract Holder E-Verify Registration Proof and Affidavit)

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Contractor employees hired on and after January 1, 2021. Additionally, Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Contractor must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that Gray Matter Systems LLC (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or afer January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Gray Matter Systems LLC (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

11/12/2021
Signature Date

Mandy Urey, COO
Print Name

STATE OF Pennsylvania

COUNTY OF Allegheny

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11/12/2021 (date) by Mandy Urey (name of officer or agent, title of officer or agent) of Gray Matter Systems LLC (name of contractor company acknowledging), a DE (state of place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced _____ (type of identification) as identification~~.

Commonwealth of Pennsylvania - Notary Seal
Lee Ann Cimperman, Notary Public
Allegheny County
My commission expires April 1, 2023
Commission number 1344444
Member, Pennsylvania Association of Notaries

Lee Ann Cimperman
Notary Public

Lee Ann Cimperman
Name typed, printed or stamped

My Commission Expires: 4-1-2023

E-Verify Home Cases Reports Resources

My Company Account

My Company Profile

Company Information

Company Name
Gray Matter Systems

Doing Business As (DBA)

Company ID
325578

Enrollment Date
05/07/2010

Employer ID Number
251820946

DUNS Number
787705904

Total Number of Employees
20 to 99

NAICS Code
334

Sector
Manufacturing

Subsector
Computer and Electronic Product Manufacturing



100 Global View Drive, Suite 200
Warrendale, PA 15086
T: 1-877-741-2410

Role/Title	Rate (Hourly)
Sr Solutions Architect	$225
Program Director	$225
Sr Integration Engineer/Sr Engineer	$225
Project Manager	$205
Sr Solutions Consultant	$205
Lead Process Consultant	$185
Engineer	$185
Solutions Architect	$175
Integration Specialist/Programmer VI	$175
Process Consultant	$175
Electrician Journeyman	$125
Electrician Apprentice	$100

Agenda Summary

2026-481

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.g

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Contract #20250211 for Third Party Administration Services for Claims Related to Sewer Collection Systems with Relation Insurance Services of Florida, Inc.

Submitted By: Nathaniel Rubel, Procurement Assistant Director, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Nathaniel Rubel, Procurement Assistant Director, PMD.
2. Parties: City of Port St. Lucie and Relation Insurance Services of Florida, Inc. (“Relation”).
3. Purpose: Relation will provide claims administration and loss control services for the City’s Utility Systems Department (“USD”).
4. New/Renewal/Modified: New.
5. Duration: The Contract will start when executed and will terminate on December 31, 2028, with one (1) additional three (3)-year option to renew.
6. Benefits to Port St. Lucie: Provides experienced sewer collection system claims handling and loss control services for USD. The handling of such claims is a very labor-intensive process and is best managed by experienced claims handlers to best protect the City’s interests.
7. Cost to Port St. Lucie (Annual and Potential): The Third Party Claims Administration Services will be $1,200.00 per claim. Total annual expenditures will be based on the number of claims submitted.

Presentation Information: N/A.

Staff Recommendation: Move that the Council Approve Contract #20250211 for Third Party Administration Services for Claims Related to Sewer Collection Systems with Relation Insurance Services of Florida, Inc.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Contract #20250211
2. Move that the Council not approve Contract #20250211 and provide staff with direction.

Background: In 1987, a group of government agencies on the Treasure Coast joined together in a cooperative effort known as TRICO, to develop, implement, and participate in a coordinated management program to make the most efficient use of their expenditures and to provide the necessary services to self-insure as authorized by various Florida Statutes. TRICO is comprised of the City of Port St. Lucie, the City of Stuart, Martin County and St. Lucie County.

Through a competitive solicitation process conducted in 2022, Relation was awarded a contract by the TRICO Board to provide Third Party Insurance Claims Administration and Brokerage Services.

The original agreement with TRICO did not provide coverage for insurance claims made by the member agencies unless the claim was a result of negligence on behalf of the member. Due to the specialized experience required to handle insurance claims, the members desired to amend the Contract to provide adjustment services for claims not covered by TRICO such as inverse condemnation, malpractice, and sewer collection system claims. Amendment #1 to the Contract added adjustment services for claims not covered by TRICO to each member at the rate of $1,000.00 per claim. Authority for Relation to adjudicate claims on behalf of TRICO members was granted through Amendment #3.

Since Relation has been handling these claims on behalf of the member agencies, they have experienced a higher level of activity than originally anticipated from the City's Utility Systems Department for claims related to sewer collection systems. These claims, by their nature, tend to be markedly more complex and therefore, more labor-intensive for the adjusters and claims handlers. Therefore, USD staff is requesting Council approval of this separate agreement with Relation to handle the third-party claims administration and loss control services indicated in the Contract in conjunction with the administration of these claims at a rate of $1,200.00 per claim.

Issues/Analysis: Staff has reviewed the proposal from Relation and understands the elevated complexity and labor-intensive qualities of the USD claims and believes it still provides excellent value to the City to have an experienced team of adjusters and claims administrators handling these claims. Relation is already acting as the City's Third Party Claims Administrator and Broker through the City's membership in TRICO. Keeping these services with Relation to handle the USD claims will maintain continuity of the City's risk management program and activities.

Good Cause Shown: Staff is requesting Council approve the contract and waive formal bidding for good cause shown under City Code of Ordinances, Section 35.08(c). Relation was awarded a contract as the claims administrator for TRICO based on a competitive solicitation, and the City is a member of TRICO. Since Relation is administering covered claims for the City through TRICO, to maintain consistency, continuity, and familiarity, staff recommends Council approve the Contract.

Financial Information: Expenditures will be allocated from the USD Sewer Preventative Maintenance Fund (431-3516-534000). A pre-funded account with the City & Relation will be established to facilitate timely vendor payments, settlement of USD claims, and reimbursement of content claims. Authorization from the City Manager or their designated representative is required prior to any withdrawals from this account.

Special Consideration: N/A.

Location of Project: N/A.

Attachments:

1. Signed Contract.
2. TRICO Contract with Relation.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25233-02.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

CITY OF PORT ST. LUCIE
CONTRACT #20250211

This CONTRACT executed this _____ day of _____, 2026, 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," and RELATION INSURANCE SERVICES OF FLORIDA, INC., 700 SE Central Parkway, Stuart, FL 34994 & Telephone (800) 431-2221, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is registered to conduct business in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor for Claims Related to Sewer Collection Systems, as well as other tasks more specifically described in this Contract; and

WHEREAS, pursuant to a competitive solicitation, Contractor was awarded an agreement with the Treasure Coast Risk Management Program, to which the City is a member, to perform services related to intergovernmental risk management programs; and

WHEREAS, the services contemplated in this Contract are collateral to the services Contractor performs for the Treasure Coast Risk Management Program; and

WHEREAS, Contractor is qualified, willing, and able to provide the Work specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Work specified and in the amount as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

A. The same day, if sent via email with read receipt.

B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,

C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor:
Tim McCreary
700 SE Central Parkway
Stuart, FL 34994
Office: 800-431-2221 Direct: 772-919-8592
tim.mccreary@relationinsurance.com

City Contract Administrator:
Nathaniel Rubel, Procurement Assistant Director
Procurement Management Division
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-344-1230
nrubel@cityofpsl.com

City Project Manager:
Tim Richards, Deputy Director
Utility Systems Department
1001 SE Prineville St.
Port St. Lucie, FL 34983
772-344-4228
trichards@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

Contractor will provide Third Party Administration (TPA) services as required by the City's Utility Systems Department (USD), including, but not limited to, the following:

Third Party Claims Administration Proposals for General Liability Coverage

1. Contractor shall provide the following Loss Control services in conjunction with the administration of USD's claims. These services include:
   i. Identification of unfavorable trends and patterns of USD's losses.
   ii. Development of programs designed to reverse these trends and patterns.
2. Contractor shall perform the following services on behalf of USD:
   i. Assume the complete handling of all claims in existence at the time of Contract execution claims as well as new claims originating from the effective date of this contract.
   ii. Develop specific service instructions with USD for the handling of USD's claims. Develop specific service instructions with USD for the handling of USD's catastrophic claims.
   iii. Conduct adequate, timely, and complete 24-hour contact investigation of claims regardless of exposure (24 hours from first notice to the Contractor, not 24 hours from when adjuster received).
   iv. Coordinate restoration with 3rd party contractors to ensure compliance and completion of work is met.

3. Review all bills for other services for which a claim is being made for reasonableness and conformity to rules and regulations, in consistency with the City's Purchasing Policy and Procedure Manual.
4. Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.
5. Notify USD, within 48 hours of knowledge, of any claim that becomes litigated.
6. Contractor shall provide USD formal status reports on:
   i. Any file with a total incurred of $25,000 or greater; or
   ii. Any file where indemnity has been paid for 60 days or longer.
7. Contractor shall not possess settlement authority without approval by the City, meaning that person and/or entity who is designated by the City, including up to City Council or its designee.
8. Prepare and provide to USD a monthly report of all claims that have been opened, reopened, and/or closed during the previous month.
9. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file should provide an updated written file note within 48 hours to the City's Project Manager and Risk Management Director after the proceeding.
10. At the request of USD, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to USD.
11. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity, and/or recovery from special or second injury funds on behalf of USD.
12. Conduct on-site assessments on all property losses.
13. Contractor to pay vendor bills (attorneys, contractors, etc.), lodging fees and content claims upon USD authorization within thirty (30) days.
14. Contractor shall be responsive to after-hour requests for lodging, if necessary.
15. Prepare and present annual audit report, in conjunction with auditor, to USD.
16. Account Manager assigned to USD must be domiciled in the State of Florida.
17. In the event of a change in service personnel under this Contract, USD requires advance notification and an introduction of new personnel within thirty (30) days of hire. USD shall then have thirty (30) days from the date of the introduction to issue written disapproval. If USD disapproves of an individual proposed by Contract, then Contractor shall provide notice and introduction in compliance with this paragraph for any new proposed service personnel. During the time of performance, USD retains the right to disapprove of all personnel assigned to this Contract by providing thirty (30) day notice to Contractor.

Bank Account

Contractor shall open a bank account under the name "TRICO, LLC" for the sole purpose of facilitating this Contract. The following conditions apply to the bank account ("Account"):

1. Contractor shall appoint one or more of its employees as authorized signers on the Account. Contractor shall limit the number of authorized signers to those required to perform services under this Contract, as to limit the number of individuals who has access to the Account. Contractor shall provide the City with a list of authorized signers on the Account, and any changes to the list must be approved in advance by the City.
2. Contractor shall safeguard all City funds deposited in the Account with the highest degree of fiduciary care. At a minimum, the Contractor shall:
   a. Maintain the Account in compliance with sound internal control standards, including segregation of duties, restricted access, and documented approval workflows.

b. Implement and enforce multi-factor authentication, unique user credentials, and regularly updated passwords for all individuals with access to the Account.
c. Limit Account access strictly to City-approved personnel and ensure that no additional individuals are granted access without prior written authorization from the City.
d. Maintain detailed, contemporaneous accounting records for all deposits, withdrawals, and adjustments to the Account, including supporting documentation sufficient for audit verification.
e. Reconcile the Account monthly, or more frequently as requested by the City, and provide copies of reconciliations to the City within five (5) business days of completion.
f. Implement procedures to detect unauthorized transactions and immediately notify the City in writing of any irregularities, suspected fraud, or security breaches.
g. Maintain policies and procedures for the safeguarding, handling, and disbursement of City funds that meet or exceed the internal controls used by the Contractor for its own financial accounts.

3. City shall pre-fund the Account with a balance of $200,000. If the Account ever falls below a balance of $50,000, City shall add funding equal to or greater than the amount necessary to restore the $200,000 balance within 2 weeks of notification by Contractor that account balance has fallen below $50,000. If Contractor reasonably believes that it will need additional funding in the Account, at any time, it shall contact the Project Manager and state the reasons for the proposed need. The USD Department Director or his designee, in his sole discretion, may authorize additional funding. If the account balance falls below $50,000, that shall not constitute a breach of this Contract by the City. Contractor's sole remedy in that situation is to pass invoices to the City.
4. At the end of the Contract, whether by natural expiration or early termination under the Contract, Contractor shall refund all sums in the Account to City within 14 days after the effective date of termination.
5. Contractor shall keep an accurate accounting of when funds are withdrawn from the Account, and at minimum, include the claim number, claimant name, address where loss occurred, reason for payment, and running total for entire claim.
6. The purpose of the Account is to reimburse vendors, pay out USD claims that arise outside of the contract between the Contractor and the Treasure Coast Risk Management Program (Contract #20220042), claimant's lodging, and reimbursement for content claims.
7. Contractor shall not withdraw any funds from the Account unless and until the City approves expenditure of the funds. Approval shall be from the City Manager or designee.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be the date executed above and will terminate on December 31, 2028, however, Contractor shall continue to provide services, as described herein, for any claims that have been initiated prior to the termination date, but continue past the termination date. 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 and accepted by the City.

SECTION V
RENEWAL OPTION

This Agreement may be renewed under the same terms and conditions for one (1) additional three (3)-year period. Renewal shall occur if and only if, and to the same extent, Contract #20220042, between Relation Insurance Services

of Florida and the Treasure Coast Risk Management Program, is renewed/extended. Such renewal shall be accomplished as a Contract Amendment to this Contract, signed by a duly authorized representative of each party.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per project basis for the unit prices listed below. Payments will be disbursed in the following manner.

Contractor's fee for providing the service hereunder will be $1,200.00 per claim ("Service Fee"). The Service Fee for the renewal terms will be determined at the time of Contract renewal. This Service Fee includes handling all claims which occur from inception of the Program through the term of the Contract and all other services described herein. Invoices for the Service Fee 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.

Brokerage and Casualty Services remuneration will be commissioned as is customary for the carrier writing the products. This includes insurance, reinsurance or other ancillary coverages as may be offered currently or in the future. Contractor shall, if requested, disclose and provide USD in writing the applicable rate of compensation paid by each carrier.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number and partial and final release of liens.

All invoices are to be sent to the Project Manager.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his designee, as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. 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 Manager shall be final and conclusive.

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise

or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent, laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI:
INSURANCE

Maintain in full force and effect at all times insurance coverage, limits, including endorsements described herein:

a. General Liability Insurance: TRICO shall agree to maintain Commercial General Liability insurance issued under an occurrence form basis with limits of not less than:

i.	Each occurrence	$1,000,000
ii.	Personal/advertising injury	$1,000,000
iii.	Products/completed operations aggregate	$2,000,000
iv.	General aggregate	$2,000,000
v.	Fire damage	$100,000 any 1 fire
vi.	Medical expense	$10,000 any 1 person

An Additional Insured endorsement shall be attached to the certificate of insurance under the General Liability policy. Defense costs are in addition to limits of liability. Coverage shall respond on a primary and non-contributory basis. A waiver of subrogation shall be provided. Contractual liability is to be included. Coverage shall extend to independent contractors TRICO engages to provide services under the Agreement. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

b. TRICO shall agree to maintain a Waiver of Subrogation for each required policy under this Section where feasible. When required by the insurer, or when a policy condition does not permit TRICO to enter into a pre-loss contract to waive subrogation without an endorsement, TRICO agrees 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 required under this Section where a condition to the policy specifically prohibits such an endorsement or voids coverage should TRICO enter into such a contract on a pre-loss basis.

c. All deductible amounts shall be paid for and be the responsibility of TRICO for any and all claims under this Agreement.

d. It shall be the responsibility of TRICO to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the TRICO to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing the City as an Additional Insured without the language when required by written contract. If TRICO, their independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the City, independent contractor, or subcontractor.

e. In the event that the statutory liability of the City is amended during the term of the Agreement to exceed the limits referenced above, the City shall notify TRICO in writing, and TRICO shall then provide coverage at least equal to the amended statutory limit of liability of the City.

SECTION XIII:
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 or entity 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 the above parties is hereby expressly waived.

SECTION XIV:
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.

SECTION XV:
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Laws. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119,

FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

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

A. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

B. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City. .

C. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

D. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

E. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

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

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

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

CITY CLERK
121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City for records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XVI:
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XVII:
CONTRACT ADMINISTRATION

Amendments. The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year- All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including, but not limited to, employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII:
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.

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 himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

SECTION XIX:
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required materials have 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 materials have 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 VI. However, if, upon 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 it 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.

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 XX: LICENSING

Contractor warrants that it and its employees possess all licenses and certifications necessary to perform required work and is not in violation of any laws. Contractor warrants that such licenses and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XXII: ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXIII: TERMINATION

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate

termination of the Contract effective as of the date on which the license or certification is no longer in effect;

IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law, to the extent allowed by applicable federal or state law, including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state laws;

V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

VII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

Notice of Default. Except in the case of an irreparable or irreversible breach, default, or noncompliance, which shall be governed as provided below, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or

II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may 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.

Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event of a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately terminate this Contract upon notice of its decision to exercise this termination right, without providing prior notice or a remedy period. Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the Contract to the City up to the time of termination, pursuant to Florida law.

Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, than the termination shall automatically convert to a termination for convenience. In such an instance, the notice provided in the Notice of Default or Irreparable or Irreversible Breach, Default, or Noncompliance sections shall serve as the City's notice for termination for convenience.

SECTION XXIV
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St Lucie's performance and obligation to pay or deposit any funds 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, this Contract may be terminated by the City effective the last date for which funding was appropriated and that no charges, penalties, or other costs shall be assessed.

SECTION XXV:
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising out of this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXVI:
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client(s) to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXVII:
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXVIII:
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXIX:
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXX:
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXXI:
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXXII:
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating worksheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records, or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXXIII:
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes, and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with, provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXIV:
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it indicates the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXV:
E-VERIFY

The Contractor agrees to comply with section 448.095, Florida Statutes, including the following:

A. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. The Contractor must provide the City with sufficient proof of compliance with this provision before beginning work under this Contract.
B. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontractor with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
C. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
D. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

E. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of the contract.

F. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXVI:
NON-EXCLUSIVITY

The Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXVII:
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVIII:
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXIX:
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Purchasing Agent

CONTRACTOR

By: _____ 4-20-26
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization, this _____ day of _____, 20___, by _____ who is [ ] personally known to me, or who has [ ] produced the following identification:

_____

Notary Public State of Florida
Laura R Meyer
My Commission HH 428693
Expires 8/2/2027

_____
Signature of Notary Public

LAURA R. MEYER
Print Name of Notary Public

NOTARY SEAL/STAMP

Notary Public, State of Florida
My Commission expires:

MEMORANDUM

DATE: January 20, 2023

TO: ****ORIGINAL****
CITY CLERK

FROM: Nate Rubel
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20220042
CONTRACT TITLE: Third Party Insurance Claims Administration and Brokerage Services

VENDOR NAME: Relation Insurance Services of Florida
VENDOR ADDRESS: 700 SE Central Parkway
CITY & STATE: Stuart, FL 34994

APPROVED BY COUNCIL: Approved by TRICO Board 12/15/2022
-

CONTRACT TERM: Initial Term: 01/01/2023 – 12/31/2025 (3 years)
Renewal Options: two (2) additional three (3)-year periods

Please see the attached for (1) original contract for your records

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AGREEMENT made and entered into this 20 day of December, 2022, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as "TRICO" and Relation Insurance Services of Florida, Inc.a Florida corporation, hereinafter referred to as "Relation."

W I T N E S E T H

WHEREAS, four local governmental entities, hereinafter MEMBER(S), have entered into an Interlocal Agreement in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, this Program known as TRICO has the ability to enter into contracts for services in accordance with its Bylaws; and

WHEREAS, the Board of Directors of TRICO, hereinafter referred to as the BOARD, has determined that it is in the best interests of the governmental entities to contract for Administrative and Brokerage Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual welfare of all governmental entities involved in TRICO, the parties agree as follows:

I. TERM OF CONTRACT

Commencing on the day first written above, and continuing thereafter through December 31, 2025, TRICO agrees to employ Relation to provide certain services to TRICO which are clearly set forth below under Section II (Services). This Agreement may be renewed under the same terms and conditions for two (2) additional three (3) year periods upon a vote of the Board of Directors at least thirty (30) days prior to the expiration date.

II. SERVICES

The specific work that Relation has agreed to perform pursuant to City of Port St. Lucie RFP #20220042 – Third Party Insurance Claims Administration and Brokerage Services including all Attachments, all Addenda, and all other restrictions and requirements are incorporated by this reference.

Relation will act as the Attorney-in-Fact, Fiscal Agent, Broker/Consultant, and will supervise the Risk Management Program for TRICO in compliance with applicable laws, rules and regulations governing same; and in accordance with the Interlocal Agreement and Bylaws entered into by the respective MEMBERS comprising TRICO; and as directed by the BOARD. Relation will act as the Agent of TRICO in matters related to such administration and will perform the functions listed below:

Relation the Third Party Administrator will act as an insurance broker to purchase property insurance coverage and other coverages authorized by TRICO or its members. TRICO also desires its Third Party Administrator to manage TRICO funds from an investment perspective.

1. Scope of Services

Relation will provide Third Party Administration services as required by TRICO, but not limited to the following:

1.1 Third Party Claims Administration proposals for lines of coverage including but not limited to the following:

- a. Workers' Compensation
- b. Property
- c. Liability to Include:
  - i. General Liability
  - ii. Automobile Liability
  - iii. Public Officials Liability, including Employment Practices Liability
  - iv. Law Enforcement
  - v. Crime
  - vi. Cyber

1.2 Relation shall provide the following Loss Control services in conjunction with the administration of TRICO's claims. These services include:

- a. Identification of unfavorable trends and patterns of TRICO's losses
- b. Development of programs designed to reverse these trends and patterns

c. Presentations to employees regarding safe work practices

d. Provide films and literature to TRICO regarding safe work practices

1.3 Relation shall perform the following services on behalf of TRICO:

a. Assume the complete handling of all historical claims as well as new claims originating from the effective date of this contract.

b. Develop specific service instructions with TRICO for the handling of TRICO's claims. Develop specific service instructions with TRICO for the handling of TRICO's catastrophic claims.

c. Conduct adequate, timely and complete 24-hour contact investigation of claims regardless of exposure (24 hours from first notice to the TPA, not 24 hours from when adjuster received).

d. A minimum reserve shall be established within five [5] business days of receipt of all newly reported claims. Document and establish reserves within seven [7] days of any meaningful event change for all claims.

e. To ensure the highest quality of service for its members, TRICO requires the following caseload caps. To ensure these caseload caps are not exceeded, the proposer will be required to provide monthly inventory reports for all dedicated adjusters assigned to the program.

i. Workers' Compensation Lost time – 130 claims

ii. Workers' Compensation Medical Only and Events – 300 claims

iii. Liability/Property – 150 claims

1.4 Review all medical bills and bills for other services for which a claim is being made for reasonableness and conformity to rules, regulations, and legally imposed medical and surgical fee schedules.

1.5 Prepare and maintain files necessary for legal defense of claims and/or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

1.6 Notify TRICO, within 48 hours of knowledge, of any claim that becomes litigated.

1.7 The proposer shall provide TRICO formal status reports on:

a. Any file with a total incurred of $25,000 or greater

b. Any file where indemnity has been paid for 60 days or longer

c. Any file with a reserve increase of $25,000 or greater

1.8 The proposer shall not possess settlement authority in excess of $5,000 with respect to claims arising from any of TRICO's lines of insurance that it administers under the specifications contained within this RFQ. Only TRICO or the entity possesses that authority and will delegate it

to the TPA as it deems necessary throughout the term of the contract. Settlements of $50,000 or greater require TRICO Board approval prior to issuance.

1.9 Prepare and provide to TRICO a monthly report of all claims that have been opened, reopened, and/or closed the previous month.

1.10 Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The adjuster handling the claim file should provide an updated written file note within 48 hours to the entity after the proceeding.

1.11 At the request of TRICO, provide a complete copy of all files involving litigation, potential or actual subrogation, or potential or actual recovery from special or second injury funds to TRICO.

1.12 Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third party liens, contribution or indemnity and/or recovery from special or second injury funds on behalf of TRICO.

1.13 Prepare quarterly reports for TRICO reflecting open claims with subrogation potential to include non-excess recovery amounts.

1.14 Conduct on-site assessments on all property losses equal to or greater than $10,000.

1.15 Periodically as appropriate, but at least every four (4) months, review all open cases and provide a strategic action plan to each entity to assist in the settlement of claims.

1.16 Aid in communications/coordination with the TRICO's loss control staff as necessary including providing claims data needed to target safety and prevention initiatives.

1.17 Pay vendor bills (attorneys, surveillance, etc.), within 30 days.

1.18 Report claims to TRICO's excess insurer(s) in accordance with the requirements of the excess insurer(s). Provide a copy of the report to TRICO and/or the entity.

1.19 Prepare and file with the appropriate state agencies all applications, documentation, and data required for implementation and continuance of the TRICO program.

1.20 Provide RMIS access to TRICO members.

1.21 Prepare and present annual audit report, in conjunction with auditor, to TRICO.

1.22 Prepare and provide TRICO with individual annual audit reports for each TRICO member in such a format that is acceptable to TRICO.

1.23 Prepare monthly, quarterly, and annual reports for TRICO members, as agreed upon by the parties, in such a format that is acceptable to TRICO.

1.24 Account Manager assigned to TRICO must be domiciled in the state of Florida.

1.25 Adhere to TRICO's guidelines for assignment of defense counsel. Utilization of TRICO's preferred list of defense firms is required.

1.26 In the event of a change in service personnel, TRICO requires advance notification and an introduction of new personnel within 30 days of hire. TRICO retains the right to approve or disapprove of all personnel assigned to their program.

1.27 Relation will support TRICO's efforts in continual development of Risk Management Policies. This would include: presentation of industry standard practices; assistance in development of policies that support the goals of TRICO toward use of local resources; innovation in the design of risk funding TRICO; and assist in presentations to policy and decision making authorities. Inform TRICO of applicable federal and State compliance legislation, legislative trends and issues, and necessary governmental filings.

1.28 Relation will assist in the identification and evaluation of risk exposures TRICO faces and provide support and coordination with actuarial efforts on behalf of TRICO. Assist in the determination of the level of risk retention that is appropriate and recommend proper limits and coverages for risks/exposures common to similar size pools.

1.29 Relation will provide support to TRICO in development of risk financing plans that enable TRICO to succeed in its overall financial planning and budgeting. Coordinate with actuarial efforts and provide comprehensive information on market conditions and trends. Support innovation in design of financing mechanisms.

1.30 No less than 90 calendar days prior to renewal of coverages, Relation will meet with TRICO, to present a marketing report. This report is to provide TRICO with: current program evaluation; marketing timetable; ratings of markets to be approached; broker recommendations and reasons; and anticipated rates and premium. Organize the presentation of the risk financing plan and exposures to the appropriate markets. Review the presentation plan and documents with the TRICO for approval to proceed. Advise TRICO on methods of optimizing and developing high-quality relationships with the markets as a trusted client. Negotiate best terms, rates, and conditions. Monitor the financial condition of insurers, including their ability to pay claims promptly, and advise TRICO or the entity whenever any insurer is downgraded by any rating agency.

1.31 Prior to submission of marketing report, Relation will prepare a matrix of insurance proposals received, to include an evaluation of coverage, limits, and cost. Recommendations should be submitted 45 days or as soon as practicable prior to the policy expiration dates. Please confirm that you can adhere to these dates or advise as to exceptions. Relation to include recommendations of carriers and justification as to why such carrier is being recommended.

1.32 Relation will be responsible for verification of policy language, checking for: accuracy, appropriate form, and compliance with requirements, proper application to risk, and TRICO's intended needs as specified. Provide expertise in the interpretation and preparation of manuscript insurance policy forms and endorsements.

1.33 Relation will work with TRICO to negotiate and purchase the following insurances including, but not limited to the following: Accidental Death and Dismemberment, Active Shooter, All Risk Property, Automobile Liability, Aviation (Drone), Crime, Cyber Liability, Excess Workers' Compensation, Fitness Center, Law Enforcement Liability, Pollution Liability, Public Officials/Employment Practices Liability, and Watercraft Liability.

1.34 Relation is responsible for billing of premiums to TRICO members. Broker shall state if compensation is on a fee or commission basis.

1.35 Provide a thorough review and recommendation on contracts, leases and other agreements to assess the adequacy of insurance, assumption of liability and other risk management issues. For purposes of RFPs, Relation will receive a draft of the RFP that is scheduled to be issued and will be asked to suggest how the insurance section should be worded. Relation should anticipate a consistent volume of these reviews and at times, they may need to be completed the same day. Assistance on certificates of insurance will also be requested on an as-needed basis.

1.36 Relation is to support TRICO with resources for trending, forecasting, and premium calculation and allocation in cooperation with actuarial services used by TRICO.

1.37 Relation will be asked to comment and recommend what coverage requirements should be required of third parties requesting use of property owned by TRICO entities. In your response, please offer a narrative of your experience with various types of events and your methodology behind how you determine the types of coverages and limits that may be required.

1.38 Maintain in full force and effect at all times insurance coverage, limits, including endorsements described herein:

a. Workers' Compensation Insurance: Relation shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability will include limits of at least $100,000 each accident, $100,000 each disease/employee, $500,000 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary and non-contributory basis. Should scope of work performed by Relation under the Agreement qualify its employee for benefits under Federal Workers' Compensation Statute, proof of appropriate Federal Act coverage must be provided to TRICO.

b. General Liability Insurance: Relation shall agree to maintain Commercial General Liability insurance issued under an occurrence form basis with limits of not less than:

i.	Each occurrence	$1,000,000
ii.	Personal/advertising injury	$1,000,000
iii.	Products/completed operations aggregate	$2,000,000
iv.	General aggregate	$2,000,000
v.	Fire damage	$100,000 any 1 fire
vi.	Medical expense	$10,000 any 1 person

An Additional Insured endorsement shall be attached to the certificate of insurance under the General Liability policy. Defense costs are in addition to limits of liability. Coverage shall respond on a primary and non-contributory basis. A waiver of subrogation shall be provided. Contractual liability is to be included. Coverage shall extend to independent contractors Relation engages to provide services under the Agreement. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

c. Automobile Insurance: Relation shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 each accident covering any auto, owned, non-owned and hired automobiles. If Relation does not own any automobiles, the Business Auto Liability requirement may be amended allowing Relation 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. Relation will ensure that its policy has either a blanket additional insured provision or, where possible, TRICO shall be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

d. Professional Liability Insurance: Relation shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, TRICO reserves the right, but not the obligation, to review and request a copy of Relation's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Relation warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Relation shall agree to purchase a SERP with a minimum reporting period not

less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

e. Crime Insurance: Relation shall agree to maintain Crime Insurance in limits not less $1,000,000 per loss for employee theft, theft of monies and securities, forgery or alteration, and funds transfer fraud. TRICO shall be named as a loss payee. A waiver of subrogation shall be provided in favor of TRICO. Coverage shall apply on a primary and non-contributory basis.

i. Employee Theft-Per Loss Coverage $1,000,000
ii. Forgery or Alteration $1,000,000
iii. Money & Securities - Inside $ 100,000
iv. Robbery, Safe Burglary of other Property-Inside $ 100,000
v. Computer Fraud $1,000,000
vi. Funds Transfer Fraud $1,000,000
vii. Money Orders & Counterfeit Paper Currency $1,000

f. Cyber Liability Insurance: Relation shall agree to maintain Cyber Liability in limits not less $1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. Relation will ensure that its policy has either a blanket additional insured provision or, where possible, TRICO shall be listed as an additional insured. Coverage shall apply on a primary and non-contributory basis.

g. Relation shall agree to maintain a Waiver of Subrogation for each required policy under this Section where feasible. When required by the insurer, or when a policy condition does not permit Relation to enter into a pre-loss contract to waive subrogation without an endorsement, Relation agrees 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 required under this Section where a condition to the policy specifically prohibits such an endorsement or voids coverage should Relation enter into such a contract on a pre-loss basis.

h. Relation may satisfy the minimum limits required in this Section under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an aggregate limit not less than the highest "Each Occurrence" limit for the applicable coverage (i.e., Commercial General Liability, Business Auto Liability, Employers' Liability).

i. All deductible amounts shall be paid for and be the responsibility of Relation for any and all claims under this Agreement.

j. All insurance carriers providing coverage to Relation pursuant to this Section must have an AM Best rating of at least A:VII or better.

k. It shall be the responsibility of Relation to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Relation to obtain Certificates of Insurance from all contractors, independent contractors, and sub-contractors, listing TRICO as an Additional Insured without the language when required by written contract. If Relation, their independent contractor or subcontractor maintain higher limits than the minimums shown above, the TRICO requires and shall be entitled to coverage for the higher limits maintained by TRICO, independent contractor, or subcontractor.

l. In the event that the statutory liability of TRICO is amended during the term of the Agreement to exceed the limits referenced above, TRICO shall notify Relation in writing, and Relation shall then provide coverage at least equal to the amended statutory limit of liability of TRICO.

Relation shall provide the above services and use its best efforts to comply with the timeframes indicated. To the extent that unforeseen circumstances beyond the control of Relation have a material impact on the ability to provide such services within the specified timeframes, Relation shall so advise TRICO.

III. COMPENSATION

A. Relation's fee will be $700,000.00 for the first year. The fee for year two and year three will be $770,000.00 per year. The annual fee for the renewal terms will be determined at the time of contract renewal. This fee includes handling all claims which occur from inception of the Program through the term of the contract and all other services described herein. The fee will be paid quarterly in advance.

Brokerage and Casualty Services remuneration will be commissions as is customary for the carrier writing the products. This includes insurance, reinsurance or other ancillary coverages as may be offered currently or in the future. Relation shall, if requested, disclose and provide to TRICO in writing the applicable rate of compensation paid by each carrier.

B. Relation will maintain a Dedicated Service Unit (DSU) to handle TRICO claims. This unit will consist of: one (1) Liability Adjuster, one (1) Workers' Compensation Adjuster, two (2) Claims Service Representatives and one (1) Risk Management Specialist. Relation, with the Board's approval, reserves the right to allocate staff as the needs of the program evolve; and to maintain claims caseload counts, as specified in this agreement.

IV. NOTICE

Whenever written notice is required under the terms of this Agreement, it shall be delivered either in person or by registered mail to the appropriate party. Notice by registered mail shall be addressed as follows:

ADMINISTRATOR: President
Relation Insurance Services of Florida, Inc.
700 SE Central Parkway
Stuart, FL 34994

TRICO: Notice shall be delivered to each MEMBER.

V. NON-ASSIGNMENT

No party hereto shall have the right to assign this Agreement without the written consent of the other party, which consent will not be unreasonably withheld.

VI. NON TRANSFER OF POWERS

Nothing contained in this Agreement shall be construed to constitute a Transfer of Powers in any way whatsoever. This Agreement is solely an Agreement for provision of services. Each and every governmental entity which comprises the Program known as TRICO shall each retain all legislative authority with regard to their respective governing body.

VII. SETTLEMENT OF DISPUTES

In the event that any dispute shall arise between the parties which they are not able to otherwise mutually agree upon and settle, each of them does hereby agree to submit such dispute first to mediation, if reasonably available, and thereafter, if any dispute shall remain, to binding arbitration

under the provisions of the American Arbitration Association or other mutually acceptable arbitration procedure.

VIII. SEVERABILITY

Should any provision of this Agreement be declared invalid by a Court of competent jurisdiction, same shall be deemed stricken and all other terms and conditions of this Agreement shall continue in full force and effect as if the invalid provision had never been made a part hereof.

IX. NON-WAIVER

No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed as waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

X. CONTROLLING LAW AND VENUE AND ATTORNEYS FEES

This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be in Martin County, Florida.

XI. MISCELLANEOUS

Relation warrants that it treats all employees equally without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation or disability. Relation warrants that it has not employed or retained any company or person to solicit this Agreement. If requested by the BOARD, Relation shall give the BOARD a surety bond for faithful performance in an amount directed by the BOARD, such surety premium to be an expense of TRICO. The TRICO Interlocal Agreement and Bylaws shall control over any provisions in this Agreement to the contrary. Relation shall comply with all applicable provisions of Chapters 112, 119, 218, 280 and 286, Florida Statutes, and any other applicable laws, rules and regulations regarding the scope of this Agreement.

XII. INDEMNIFICATION

Relation agrees to indemnify, defend and hold TRICO harmless:

(a) for any penalty or fine TRICO shall suffer that is solely the fault of Relation;

(b) for any claim payment or premium payment that is made in error provided the amount paid in error is not recoverable through normal procedures and provided it is within Relation's ability to discover the error using a standard of care reasonable under the circumstances;

(c) for any claims resulting from errors, omissions or negligence on the part of Relation unless the actions of Relation were taken at the direction of TRICO or as the result of TRICO's negligence.

Both parties acknowledge that TRICO is the final authority in the administration of this Program.

Both parties acknowledge that neither TRICO nor Relation have the authority or capacity to affect or force the settlement of a claim by any Insurance Company providing benefits as a part of TRICO's Plan.

XIII. RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of TRICO.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with TRICO. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to TRICO, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to TRICO within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

XIV. TERMINATION

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for TRICO to declare the Contractor in default of its obligations under the contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to TRICO's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;

II. The Contractor fails to make substantial and timely progress toward performance of the contract;

III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;

IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or TRICO

reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;

VI. If TRICO determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

VII. The Contractor has engaged in conduct that has or may expose TRICO to liability, as determined in TRICO's sole discretion;

VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, TRICO shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in TRICO's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, TRICO may:

I. Immediately terminate the contract without additional written notice(s); and/or

II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor

Termination for Convenience. TRICO may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon one hundred eighty (180) days written notice to successful Contractor Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to TRICO up to the time of termination, pursuant to Florida law.

XV. AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables TRICO to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion

of any required audit, whichever is later. Records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit TRICO's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to TRICO during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, TRICO reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of TRICO's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure TRICO has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to TRICO.

XVI. E-VERIFY

In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

I. If CONTRACTOR enters into a contract with a subcontractor, the subcontractor must provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain

a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

II. TRICO, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this subsection shall terminate the contract with the person or entity.

III. TRICO, upon good faith belief that a subcontractor knowingly violated the provisions of this subsection, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate the contract with the subcontractor.

IV. A contract terminated under the provisions of this subsection is not a breach of contract and may not be considered such.

V. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this subsection.

XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties with respect to the provision of administrative services relative to the several governmental entities. It may not be modified nor any of its provisions waived, unless such modification and/or waiver is in writing and is agreed to and signed by both parties. The parties may change the scope of services or the amount of compensation as set forth herein by written agreement. The provisions of this Agreement supersede any prior Agreements or understandings to the contrary.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 20th day of December, 2022.

TRICO BOARD

BY: _____
Chairperson

WITNESS

WITNESS

Relation Insurance Services of Florida, Inc.

DocuSigned by:
BY: Joseph L. Tatum, Jr.
8F628C9965F5408...
CEO

DocuSigned by:
Rob Bauer
70960CAF01B34B1...
WITNESS

DocuSigned by:
Valerie L. Craig
DEAAD2B806B7455...
WITNESS

AMENDMENT ONE

TO

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT ONE ("Amendment") to the Agreement for Administrative and Brokerage Services is made and entered into this 19 day of October 2023, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as "TRICO" and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as "Relation."

RECITALS

WHEREAS, St. Lucie County BOCC, Martin County BOCC, the City of Port St. Lucie, and the City of Stuart, hereinafter individually referred to as the "Members" and collective referred to as the "Party" entered into an Interlocal Agreement recorded in the Official Records of St. Lucie County at Book __ Page ____ in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation ("Agreement"); and

WHEREAS, TRICO does not provide coverage for those insurance claims made by the Members unless the claim is a result of negligence on behalf of the Member; and

WHEREAS, the Members desire to amend the Agreement to provide additional detail regarding services provided by Relation to each Member,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The foregoing Recitals are hereby incorporated as forming the intent and purpose of the agreement and the Amendment.
2. Section II. Services of the Contract is hereby amended include the following:

Relation agrees to provide adjustment services for those claims not covered by TRICO to each Member at a rate of $1,000 per claim. For example, inverse condemnation, malpractice, sewer-backup or other coverages excluded from the TRICO program.

3. All remaining terms and conditions shall remain in effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated below.

TRICO BOARD

By: _____
CHAIRPERSON

Date: 10/19/2023

RELATION INSURANCE SERVICES OF FLORIDA, INC.

By: _____
~~CEO~~ President, FL

Date: 10 | 19 | 23

AMENDMENT TWO

TO

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT ONE ("Amendment") to the Agreement for Administrative and Brokerage Services is made and entered into this 18 day of January 2023, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as "TRICO" and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as "Relation."

RECITALS

WHEREAS, St. Lucie County BOCC, Martin County BOCC, the City of Port St. Lucie, and the City of Stuart, hereinafter individually referred to as the "Members" and collective referred to as the "Party" entered into an Interlocal Agreement recorded in the Official Records of St. Lucie County at Book __ Page ____ in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation ("Agreement"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **II SERVICES 1. Scope of Services** 1.19 shall be replaced in its entirety and replaced with:

2. 1.19 Prepare and file with the appropriate state agencies all applications, documentation and data required for implementation and continuance of the TRICO program. This is to include any state reporting requirements. Any late or missed reporting fines, penalties, or fees, required by Administrator, will be the responsibility of the Administrator.

3. All remaining terms and conditions shall remain in effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated below.

TRICO BOARD

By:_____
CHAIRPERSON

Date: 1/18/24

RELATION INSURANCE SERVICES OF FLORIDA, INC.

By:_____
CEO ~~President~~, FL

Date: 1/18/24

AMENDMENT THREE

TO

AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT THREE ("Amendment") to the Agreement for Administrative and Brokerage Services is made and entered into this 21 day of November 2024, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as "TRICO" and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as "Relation."

RECITALS

WHEREAS, St. Lucie County BOCC, Martin County BOCC, the City of Port St. Lucie, and the City of Stuart, hereinafter individually referred to as the "Members" and collective referred to as the "Party" entered into an Interlocal Agreement recorded in the Official Records of St. Lucie County at Book __ Page ____ in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation ("Agreement"); and

WHEREAS, TRICO does not provide coverage for those insurance claims made by the Members unless the claim is a result of negligence on behalf of the Member; and

WHEREAS, the Members desire to amend the Agreement to provide additional detail regarding services provided by Relation to each Member,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The foregoing Recitals are hereby incorporated as forming the intent and purpose of the agreement and the Amendment.
2. Section II. Services of the Contract is hereby amended include the following:

Relation agrees to provide adjustment services for those claims not covered by TRICO to each Member at a rate of $1,000 per claim. For example, inverse condemnation, malpractice, sewer-backup or other coverages excluded from the TRICO program. TRICO also authorizes Relation to adjudicate claims on behalf of TRICO LLC.

3. All remaining terms and conditions shall remain in effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date indicated below.

TRICO BOARD

By:_____
CHAIRPERSON

Date: 11/21/24

RELATION INSURANCE SERVICES OF FLORIDA, INC.

By:_____
CEO

Date: 11/21/24

AMENDMENT FOUR
TO
AGREEMENT FOR ADMINISTRATIVE AND BROKERAGE SERVICES

THIS AMENDMENT FOUR ("Amendment") to the Agreement for Administrative and Brokerage Services is made and entered into this 29 day of December 2025, by and between Treasure Coast Risk Management Program, an association of local governments constituted by Interlocal Agreement in accordance with Chapter 163, Florida Statutes, hereinafter referred to as "TRICO" and Relation Insurance Services of Florida, Inc., a Florida corporation, hereinafter referred to as "Relation."

RECITALS

WHEREAS, four local governmental entities, hereinafter referred to as the "Members" have entered into an Interlocal Agreement in order to cooperate with one another in providing Intergovernmental Risk Management Programs; and

WHEREAS, this Program known as TRICO has the ability to enter into contracts for services in accordance with its Bylaws; and

WHEREAS, the Members entered into the Agreement for Administrative and Brokerage Services on December 20, 2022 with Relation ("Agreement"); and

WHEREAS, the Members desire to renew the Agreement under the same terms and conditions for the first of two additional three (3) year renewal periods.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Agreement are hereby incorporated and made a part of that Agreement.

1. **RENEWAL**. The parties hereby agree that the Agreement will be renewed for an additional period, as follows:

    a. Renew Agreement term for an additional three (3) years, as follows:

        - Beginning Date of Amendment Term: January 1, 2026
        - End Date of Amendment Term: December 31, 2028

    b. The parties agree the Agreement will expire at midnight on the date defined as the "End Date of Amendment Term" unless the parties agree in a duly executed writing to extend the Agreement for an additional period.

2. **SUCCESSORS AND ASSIGNS**. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the Agreement, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment and the Agreement, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Balance of page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

RELATION

Authorized Signature:	
Printed Name and Title of Person Signing:	Tim McCreary, as Administrator
Date:	12/29/25
Company Address:	700 SE Central Pkwy Stuart, FL 34994

TRICO

Authorized Signature:	Ella Gilbert
Printed Name and Title of Person Signing:	Ella Gilbert, as Board Member
Date:	12/29/25

Agenda Summary

2026-472

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.h

Placement: Consent Agenda

Action Requested: Motion / Vote

Ratify Amendments #1 - #3 and Approve Amendment #4 to Contract #20170160 for the Maintenance & Repair for Water & Wastewater Treatment Facilities.

Submitted By: Robyn Holder, CPPB, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Robyn Holder, CPPB (PMD).
2. Parties: City of Port St. Lucie and AM Construction Group, Inc.
3. Purpose: To provide for a price adjustment to maintain continuity of services, support market aligned labor costs, and ensure the Contractor's ability to meet the Utility Systems Department's ("USD") operational and emergency needs.
4. New/Renewal/Modified: Modified.
5. Duration: The Contract was awarded on 02/26/2018 and is currently scheduled to expire on 2/26/2028.
6. Benefits to Port St. Lucie: To ensure the USD continues to have reliable access to a qualified contractor capable of responding quickly to emergency & operational needs.
7. Cost to Port St. Lucie (Annual and Potential): 10% rate increase is estimated which will bring the total annual expenditures to approximately $4,000,000.00 annually. All future expenditures will be identified in the approved budget for each fiscal year.

Presentation Information: N/A.

Staff Recommendation: Move that the Council ratify Amendments #1 - #3 and approve Amendment #4 to Contract #20170160 for the Maintenance & Repair for Water & Wastewater Treatment Facilities.

Alternate Recommendations:

1. Move that the Council amend the recommendation and ratify Amendment #1 - #3 and approve Amendment #4 to Contract #20170160.
2. Move that the Council not ratify Amendments #1 - #3 nor approve Amendment #4 and provide staff with direction.

Background: AM Construction Group, Inc. is currently under contract to provide general construction, rehabilitation, and repair services for existing water and wastewater facilities, covering a wide range of tasks

including emergency response, equipment replacement, structural restoration, system cleaning, and installation or repair of specialized process equipment.

Amendment #4 - The USD requests approval to move forward with a 10% labor rate adjustment. This adjustment is necessary to maintain continuity of services, support market-aligned labor costs, and ensure the Contractor's ability to meet the USD's operational and emergency needs.

Approving the labor rate increase will ensure the USD continues to have access to a qualified contractor capable of responding quickly to emergencies and operational needs. The increase will also allow AM Construction Group, Inc. to retain and deploy specialized personnel trained in complex water and wastewater environments, supporting the timely completion of critical rehabilitation projects. By maintaining continuity of services, the USD can avoid project delays, higher long-term costs, and potential risks to system reliability, service delivery, and regulatory compliance.

Amendment #3 provided for a 5% price adjustment to the labor rates for the period beginning 9/1/2023 to the present.

Amendment #2 provided for the 5-year renewal period through 2/26/2028.

Amendment #1 provided for the addition of a new pay item and a 1.2% price adjustment for the period beginning 3/1/2019.

Issues/Analysis: Council approval is needed for Amendment #4. Since the previous Amendments were under the threshold requiring City Council approval pursuant to City Code of Ordinances, Section 35.09(b) and its predecessor ordinance. Because the price increase in Amendment #4 surpasses that threshold, staff is requesting approval under Sections 35.09(b) and (c). Staff has reviewed the Amendments and finds them to be fair and reasonable.

Financial Information: Funds are appropriated in the various Utility Operational & CIP Funds.

Special Consideration: N/A.

Location of Project: Various locations throughout the Utility Service Area including all water and wastewater sites.

Attachments:

1. Amendment #4 signed.
2. Amendment #3.
3. Amendment #2.
4. Amendment #1.
5. Original Contract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26131-03.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

CONTRACT AMENDMENT #4

This Amendment #4 ("Amendment #4") to the Maintenance & Repair for Water & Wastewater Treatment Facilities under Contract #20170160 ("the Contract"), by and between the City and AM Construction Group, Inc. ("Contractor"), shall be effective as of the date this Amendment #4 is fully executed.

Contractor's Full Legal Name:	AM Construction Group, Inc.
Solicitation No./Event ID:	202170160
Solicitation Title/Event Name:	Maintenance & Repair for Water & Wastewater Treatment Facilities
Contract Award Date:	2/26/2018
Initial Contract Term:	2/27/2018 through 2/26/2023
Current Contract Expiration Date:	2/26/2028
Requested Contract Expiration Date:	2/26/2028
Initial Contract Amount:	Unit Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	10% Price Increase
New Contract Amount:	Unit Price
Amendment No.:	4
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #4 is for the items outlined below.

1. **INCREASE OF COMMODITIES.** Approving the labor rate adjustment will ensure the Utility Systems Department (USD) continues to have reliable access to a qualified Contractor capable of responding quickly to emergency and operational needs. The increase will also ensure Contractor retains and deploys specialized personnel trained in complex water & wastewater environments, supporting the timely completion of critical rehabilitation projects. By maintaining continuity of services, the USD can avoid project delays, higher long-term costs, and potential risks to system reliability, service delivery, and regulatory compliance.

2026 – 2028 RATE SCHEDULE:

	Labor	Current Rate	New Rate
1	Project Superintendent	$82.89	$91.18
2	Administrative work	$0.00	$35.00
3	Project Manager	$85.01	$93.51
4	Foreman	$69.07	$75.98
5	General Labor (1 Man Crew)	$40.38	$44.42
6	General Labor (2 Man Crew)	$80.76	$88.84
7	General Labor (3 Man Crew)	$121.14	$133.25
8	Electrician	$74.38	$81.82
9	Mason	$55.25	$60.78
10	Plumber	$74.38	$81.82
11	Welder	$90.32	$99.35
12	Mechanic	$90.32	$99.35
13	Mobilization/Demobilization	$3,719.10	$4091.01
14	Emergency Mobilization/Demobilization	$5,313.00	$5844.30
	OVERTIME HOURLY RATES		
15	Project Superintendent	$82.89	$124.34
16	Project Manager	$85.01	$127.52

17	Foreman	$69.07	$103.61
18	General Labor (1 Man Crew)	$40.38	$60.57
19	General Labor (2 Man Crew)	$80.76	$121.14
20	General Labor (3 Man Crew)	$121.14	$181.71
21	SUBCONTRACTOR MAKEUP FOR OVERTIME RATES		10.00%
	Equipment Description		
22	Excavator	$138.14	$151.95
23	Excavator mid-sized	$0.00	$160.00
24	Rubber Tire Backhoe	$116.89	$128.58
25	Wheel Loader	$127.51	$140.26
26	Skid Steer w/ attachments	$100.95	$111.05
27	Smooth Drum Roller	$100.95	$111.05
28	Boom Truck 5-10 ton	$116.89	$128.58
29	Boom Truck 25-28 ton	$136.50	$150.15
30	Boom Truck 38 Ton	$150.00	$165.00
31	Service Truck w/ welder	$100.95	$111.05
	Miscellaneous Equipment		
32	Concrete Asphalt Saw 6' Depth Capable	$47.82	$52.60
33	Scaffolding	$0.00	$25.00
34	Pipe Saw	$47.82	$52.60
35	Jumping Jack Tamper	$58.44	$64.28
36	Plate Tamper	$53.13	$58.44
37	Air Compressor w/ Chipping Hammer	$138.14	$151.95
38	Generator 500 watt minimum	$47.82	$52.60
39	3" trash pump w/ suction & discharge hose	$69.07	$75.98
40	3" mud hog pump w/ suction & discharge hoses	$69.07	$75.98
41	Trencher	$60.00	$66.00

42	Scissor Lift	$65.00	$71.50
43	Pressure Washer	$35.00	$38.50
44	Dump Bucket	$0.00	$35.00
45	Materials	15% Markup	
46	Rental Equipment	15% Markup	
47	Subcontractors	15% Markup	

2. **PAYMENT AND PERFORMANCE BONDS.** Contractor shall also furnish an acceptable recorded bond rider covering the cost difference added to the Contract price under this Amendment. The requirements for such a bond rider shall be subject to the same terms and conditions as the original Performance and Payment Bond under the Contract.

3. **E-VERIFY.** In accordance with section 448.095, the Contractor agrees to comply with the following:

   a. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under the Contract.
   b. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
   c. The City shall terminate the Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
   d. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   e. The City shall terminate the Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates the Contract under this section, the Contractor may not be awarded a public contract for a least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
   f. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida

Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision in Section XXII of the Contract.

4. **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS.** Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5. **COOPERATION WITH INSPECTOR GENERAL**. Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

6. **SUCCESSORS AND ASSIGNS.** This Amendment #4 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

7. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #4, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment #4 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Amendment #4 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	AM CONSTRUCTION GROUP INC.
Authorized Signature:	Abel Mendez
Printed Name and Title of Person Signing:	Abel Mendez President
Date:	5-13-26
Company Address:	12689 164TH CT N. Jupiter FL. 33478

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: September 22, 2023

TO: ****ORIGINAL****
City Clerk's Office

FROM: Robyn Holder, CPPB
Procurement Management Department

SUBJECT: Record Retention

CONTRACT:	#20170160- Amendment #3
CONTRACT TITLE:	Maintenance & Repair for Water and Wastewater Treatment Facilities
VENDOR NAME:	AM Construction Group, Inc.
VENDOR ADDRESS:	12689 164th Court North
CITY & STATE:	Jupiter, FL 33478

APPROVED BY COUNCIL: February 26, 2018
CONTRACT TERM: February 27, 2019, through February 26, 2023.

Amendment #2: Renewal- Contract renewal shall begin on February 26, 2023 and terminate on February 26, 2028.

Amendment #3: Price increase through February 26, 2028

"A City for All Ages"

CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	AM Construction Group, Inc.
Solicitation No./Event ID:	20170160
Solicitation Title/Event Name:	Maintenance & Repair for Water and Wastewater Treatment Facilities
Contract Award Date:	April 19, 2019
Initial Current Contract Term:	February 27, 2019, through February 26, 2023
Current Contract Expiration Date:	February 26, 2023
Requested Contract Expiration Date:	February 26, 2028
Initial Contract Amount:	Unit Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	Unit Price
Amendment No.:	3
Amendment Type:	**Terms Revision**

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **SCOPE OF SERVICES**
   The Contractor shall provide General construction services for water and wastewater services for the rehabilitation or repairs of existing water and wastewater facilities within the City of Port St. Lucie's Utility Systems throughout the life of the contract. The services to be provided on an as needed and requested basis.

A. The parties agree the contract prices will be effective September 1, 2023. The new unit prices are as follows:

Line #	Item Description	Current Unit Price	5% Increase Unit Price
	Labor		
1	Project Superintendent	$78.94	$82.89
2	Project Manager	$80.96	$85.01
3	Foreman	$65.78	$69.07
4	General Labor (1 Man Crew)	$38.46	$40.38
5	General Labor (2 Man Crew)	$76.91	$80.76
6	General Labor (3 Man Crew)	$115.37	$121.14
7	Electrician	$70.84	$74.38
8	Mason	$52.62	$55.25
9	Plumber	$70.84	$74.38
10	Welder	$86.02	$90.32
11	Mechanic	$86.02	$90.32
12	Mobilization/Demobilization	$ 3,542.00	$3,719.10
13	Emergency Mobilization/Demobilization	$5,060.00	$5,313.00
	Equipment Description		
14	Excavator	$131.56	$138.14
15	Rubber Tire Backhoe	$111.32	$116.89
16	Wheel Loader	$121.44	$127.51
17	Skid Steer w/ attachments	$ 96.14	$100.95
18	Smooth Drum Roller	$96.14	$100.95
19	Boom Truck 5-10 ton	$111.32	$116.89
20	Service Truck w/ welder	$96.14	$100.95

	Miscellaneous Equipment		
21	Concrete Asphalt Saw 6' Depth Capable	$45.54	$47.82
22	Pipe Saw	$45.54	$47.82
23	Jumping Jack Tamper	$55.66	$58.44
24	Plate Tamper	$50.60	$53.13
25	Air Compressor w/ Chipping Hammer	$131.56	$138.14
26	Generator 500 watt minimum	$45.54	$47.82
27	3" trash pump w/ suction & discharge hose	$65.78	$69.07
28	3" mud hog pump w/ suction & discharge hoses	$65.78	$69.07
29	Materials	15% Markup	15% Markup
30	Rental Equipment	15% Markup	15% Markup
31	Subcontractors	15% Markup	15% Markup
32	Boom Truck 25-28 ton	$130.00	$136.50
33	Boom Truck 38 Ton	n/a	150.00

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

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

BALANCE OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: **(PLEASE TYPE OR PRINT)**	AM Construction Group, Inc. Abel Mendez
Authorized Signature:	Abel Mendez
Printed Name and Title of Person Signing:	Abel Mendez
Date:	9-22-2023
Company Address:	12689 164th Ct. N. Jupiter, FL 33478

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis Director, Budget and Procurement
Date:	9/25/2023
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: February 22, 2023

TO: ****ORIGINAL****
City Clerk's Office

FROM: Anibal Barreto, Procurement Agent I
Procurement Management Department

SUBJECT: Record Retention

CONTRACT:	#20170160- Amendment #2
CONTRACT TITLE:	Maintenance & Repair for Water and Wastewater Treatment Facilities
VENDOR NAME:	AM Construction Group, Inc.
VENDOR ADDRESS:	12689 164th Court North
CITY & STATE:	Jupiter, FL 33478

APPROVED BY COUNCIL: February 26, 2018
CONTRACT TERM: February 27, 2019, through February 26, 2023.

Amendment #2: Renewal- Contract renewal shall begin on February 26, 2023 and terminate on February 26, 2028.

Please see the attached for (1) original contract for your records.

"A City for All Ages"

CONTRACT AMENDMENT

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

Contractor's Full Legal Name:	AM Construction Group, Inc.
Solicitation No./Event ID:	20170160
Solicitation Title/Event Name:	Maintenance & Repair for Water and Wastewater Treatment Facilities
Contract Award Date:	April 19, 2019
Initial Current Contract Term:	February 27, 2019, through February 26, 2023
Current Contract Expiration Date:	February 26, 2023
Requested Contract Expiration Date:	February 26, 2028
Initial Contract Amount:	Unit Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	N/A
New Contract Amount:	Unit Price
Amendment No.:	2
Amendment Type:	**Renewal**

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **SCOPE OF SERVICES**
   The Contractor shall provide General construction services for water and wastewater services for the rehabilitation or repairs of existing water and wastewater facilities within the City of Port St. Lucie's Utility Systems throughout the life of the contract. The services to be provided on an as needed and requested basis.

A. Contract Renewal. The parties hereby agree that the contract will be extended for an additional period of time as follows:

Beginning Date of Amendment #20170160-Amendment #2 Term: February 26, 2023.

End Date of Amendment #20170160-Amendment #2 Term: February 26, 2028.

B. The parties agree the contract will expire at midnight on the date defined as the February 26, 2028, of Amendment #2- Term" unless the parties agree to extend the contract for an additional period of time.

Line #	Item Description	Unit Price
	Labor	
1	Project Superintendent	$78.94
2	Project Manager	$80.96
3	Foreman	$65.78
4	General Labor (1 Man Crew)	$38.46
5	General Labor (2 Man Crew)	$76.91
6	General Labor (3 Man Crew)	$115.37
7	Electrician	$70.84
8	Mason	$52.62
9	Plumber	$70.84
10	Welder	$86.02
11	Mechanic	$86.02
12	Mobilization/Demobilization	$ 3,542.00
13	Emergency Mobilization/Demobilization	$5,060.00
	Equipment Description	
14	Excavator	$131.56
15	Rubber Tire Backhoe	$111.32
16	Wheel Loader	$121.44

17	Skid Steer w/ attachments	$ 96.14
18	Smooth Drum Roller	$96.14
19	Boom Truck 5-10 ton	$111.32
20	Service Truck w/ welder	$96.14
	Miscellaneous Equipment	
21	Concrete Asphalt Saw 6' Depth Capable	$45.54
22	Pipe Saw	$45.54
23	Jumping Jack Tamper	$55.66
24	Plate Tamper	$50.60
25	Air Compressor w/ Chipping Hammer	$131.56
26	Generator 500 watt minimum	$45.54
27	3" trash pump w/ suction & discharge hose	$65.78
28	3" mud hog pump w/ suction & discharge hoses	$65.78
29	Materials	15% Markup
30	Rental Equipment	15% Markup
31	Subcontractors	15% Markup
32	Boom Truck 25-28 ton	$130.00

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

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	AM Construction Group, Inc.
Authorized Signature:	Abel Mendez
Printed Name and Title of Person Signing:	Abel Mendez, President
Date:	2/23/2023
Company Address:	12689 164th Ct N., Jupiter, FL 33478

THE CITY OF PORT ST. LUCIE

Authorized Signature:	Caroline Sturgis
Printed Name and Title of Person Signing:	Caroline Sturgis Director, Budget and Procurement
Date:	2/23/2023
City Address:	121 S.W. Port St. Lucie Blvd. Port St. Lucie, FL 34984

MEMORANDUM

DATE: April 19, 2019

TO: ****ORIGINAL****
CITY CLERK

FROM: Shelby Dolan
Procurement Management Department

SUBJECT: Record Retention

CONTRACT:	#20170160 Amendment #1
CONTRACT TITLE:	Maintenance & Repair for Water and Wastewater Treatment Facilities
VENDOR NAME:	AM Construction Group, Inc.
VENDOR ADDRESS:	12689 164th Court N.
CITY & STATE:	Jupiter, FL 33478

COUNCIL APPROVED: 02/26/2018

CONTRACT TERM: 02/27/2019 through 02/26/2023 (5-year term), with the option to renew for (1) additional 5-year period.

Please see the attached for (1) original contract for your records.

Contract # 20170160 Amendment # 1

Contract # 20170160 Amendment # 1 Date: 4/19/19

Contract Title: Maintenance & Repair for Water and Wastewater Treatment Facilities

Contractor's Name: AM Construction Group, Inc.

Current Expiration: 02/26/2023

Current Contract Amount: Unit Price Contract

The following modifications to the Terms and Conditions contained in Contract #20170160 between AM Construction Group, Inc., dated March 6th, 2018 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract/Agreement effective March 01, 2019.

1. SCOPE OF SERVICES: Adding a new line item #32 to original Schedule "A" and a 1.2% Price increase on line items 1 through 28 only. Increase is based on the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (Southeast Region). https://www.bls.gov/regions/southeast/news-release/ConsumerPriceIndex_Miami.htm.

Line #	Item Description	Previous Unit Price	Revised Unit Price 1.2% Increase
	Labor	**Hourly Rate**	
1	Project Superintendent	$ 78.00	$ 78.94
2	Project Manager	$ 80.00	$ 80.96
3	Foreman	$ 65.00	$ 65.78
4	General Labor (1 Man Crew)	$ 38.00	$ 38.46
5	General Labor (2 Man Crew)	$ 76.00	$ 76.91
6	General Labor (3 Man Crew)	$ 114.00	$ 115.37
7	Electrician	$ 70.00	$ 70.84
8	Mason	$ 52.00	$ 52.62
9	Plumber	$ 70.00	$ 70.84
10	Welder	$ 85.00	$ 86.02
11	Mechanic	$ 85.00	$ 86.02
12	Mobilization/Demobilization	$ 3,500.00	$ 3,542.00
13	Emergency Mobilization/Demobilization	$ 5,000.00	$ 5,060.00
	Equipment Description	**Hourly rate including Operator**	

14	Excavator	$ 130.00	$ 131.56
15	Rubber Tire Backhoe	$ 110.00	$ 111.32
16	Wheel Loader	$ 120.00	$ 121.44
17	Skid Steer w/ attachments	$ 95.00	$ 96.14
18	Smooth Drum Roller	$ 95.00	$ 96.14
19	Boom Truck 5-10 ton	$ 110.00	$ 111.32
20	Service Truck w/ welder	$ 95.00	$ 96.14
	Miscellaneous Equipment	**Hourly rate**	
21	Concrete Asphalt Saw 6' Depth Capable	$ 45.00	$ 45.54
22	Pipe Saw	$ 45.00	$ 45.54
23	Jumping Jack Tamper	$ 55.00	$ 55.66
24	Plate Tamper	$ 50.00	$ 50.60
25	Air Compressor w/ Chipping Hammer	$ 130.00	$ 131.56
26	Generator 500 watt minimum	$ 45.00	$ 45.54
27	3" trash pump w/ suction & discharge hose	$ 65.00	$ 65.78
28	3" mud hog pump w/ suction & discharge hoses	$ 65.00	$ 65.78
29	Materials	15% Markup	
30	Rental Equipment	15% Markup	
31	Subcontractors	15% Markup	
	***New Line Items**	**UOM**	**Unit Price**
32	Boom Truck 25-28 ton	per hour	$ 130.00

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

(Balance of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this contract the day and year first above written.

CITY OF PORT ST. LUCIE

By: _____
City Purchasing Agent

AM CONSTRUCTION GROUP, ONC.

By: _____
Authorized Representative

State of: FLORIDA

County of: PALM BEACH

Before me personally appeared: ABEL MENDEZ
(please print)

Personally known _____

or Produced Identification: FL DRIVERS LICENSE
(type of identification)

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 19 day of April, 2019.

_____
Notary Signature

Notary Public-State of FLORIDA at Large

My Commission Expires Aug 26 2022

KATELYN MEHL
Notary Public, State of Florida
Commission# GG 252595
My comm. expires Aug. 26. 2022

(*seal*)

CITY OF PORT SAINT LUCIE
CONTRACT #20170160

This CONTRACT, executed this 6 day of March, 2018, 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 *AM Construction Group, Inc., 12689 164th Court N., Telephone No. (561) 262-7874 Fax No. (561) 748-9203*, hereinafter called "Contractor", party of the second part.

SECTION I
RECITALS

WHEREAS, Contractor is a licensed Florida Corporation doing business in Florida; and

WHEREAS, the City wishes to contract to Maintenance & Repair for Water and Wastewater Treatment Facilities for the City of Port Saint Lucie as well as other tasks (work) more specifically described in this Contract; and

WHEREAS, Contractor is qualified, willing and able to provide the work on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the work specified and in an amount agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

SECTION II
NOTICES

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.

City Project Manager: Will be determined per project

Contract Administrator: Jason Bezak, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: jbezak@cityofpsl.com

Contractor: Abel Mendez, President
AM Construction Group, Inc.
12689 164th Court N.
Jupiter, FL, 33478
Telephone: 561-262-7874 Fax: 561-748-9203
Email: amconstruction@bellsouth.net

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20170160, **Maintenance and Repair of Water and Wastewater Treatment Facilities** including all Attachments, all Addenda, Construction Plans, and all other restrictions and requirements are incorporated by this reference.

Location: Port St. Lucie, Florida.

SCOPE OF WORK: The Contractor shall provide General construction services for water and wastewater services for the rehabilitation or repairs of existing water and wastewater facilities within the City of Port St. Lucie's Utility Systems throughout the life of the contract. The services to be provided on an as needed and requested basis. As projects become available the Project Manager shall request a proposal which shall consist of written documentation of the work necessary, per plans, specification and/or as directed by PSLUSD staff. Once the proposal is approved, a purchase order will be issued. The Request for Proposal may be in the form of an email from department staff to the Contractor.

The PSLUSD anticipates multiple projects throughout the life of the contract and each project will have its own scope of work associated with it. The Contractor shall provide a quote for the work requested based on the time & material pricing provided by this contract, prior to commencement of work. No work shall commence until the Contractor has received a purchase order as "Notice to Proceed".

The scope of work may include, but is not limited to, the following types of work:

- Emergency response
- Filter media replacement
- Clarifier restoration
- Scrubber/Degasifies media replacement
- Replacement of Flow Meters
- Cleaning of Aeration Basins
- Above ground and underground piping and valve replacement/modifications for pipe sizes ranging from 6" to 30" in size
- Accelerator restoration
- Odor Controls System repairs
- Fiberglass repair work
- Concrete restoration

- Industrial coatings
- Installation and replacement of pumps, slide gates, blowers, mixers, aeration diffusers, grinders, chemical feed equipment, and other water/wastewater related processes.

Any items not listed above, will be quoted on an as needed basis.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be February 27, 2018 and will terminate five (5) years thereafter on February 26, 2023. 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.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie are from 7:00 a.m. to 5:00 p.m. 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. Costs associated with work outside of the hours of work allowed shall be approved by the Project Manager and paid according to Schedule "A".

Response Times: The required response time for an emergency repair is to be at the site within twenty-four (24) hours for the initial review of the situation. The proposal for the required work will be due by noon the following day. The emergency work shall begin within twenty-four (24) hours of the Notice to Proceed. The response time for a non-emergency repair is two (2) weeks with the completion date to be determined in the proposal. Time will begin when the contractor is on site. The city does not pay for travel time.

Weather Days: The City may grant time extensions, on a day-to-day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If a Contractor claims a weather day, no work shall be performed.

Each project will have a purchase order as a "Notice to Proceed" along with a timeframe for completion.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar

days written notice, signed by the City, to the selected Bidder(s). The selected Bidder(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the selected Bidder(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s)fails to carry out orders given by the Engineer at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work.

Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

SECTION V
RENEWAL OPTION

In the event Contractor offers in writing three (3) months prior to the end of the initial term of this Contract, to provide the identical services and/or materials required in this Contract for the identical period of time for a total charge that is acceptable, and the City agrees that said services and/or materials are required, then the City, without additional bidding or negotiation, may, with the mutual agreement of the all parties, extend this Contract for an additional five (5) year period.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per project basis for the unit prices identified on Schedule "A", plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section V herein.

A purchase order will be issued for each project on an as needed basis based on unit prices in this bid as per the Schedule "A" below:

Schedule "A"

Line #	Labor	**Hourly Rate**
1	Project Superintendent	$78.00

2	Project Manager	$80.00
3	Foreman	$65.00
4	General Labor (1 Man Crew)	$38.00
5	General Labor (2 Man Crew)	$76.00
6	General Labor (3 Man Crew)	$114.00
7	Electrician	$70.00
8	Mason	$52.00
9	Plumber	$70.00
10	Welder	$85.00
11	Mechanic	$85.00
12	Mobilization / Demobilization	$3,500.00
13	Emergency Mobilization / Demobilization	$5,000.00
	Equipment Description	**Hourly rate including operator**
14	Excavator	$130.00
15	Rubber Tire Backhoe	$110.00
16	Wheel Loader	$120.00
17	Skid Steer w/ attachments	$95.00
18	Smooth Drum Roller	$95.00
19	Boom Truck 5 - 10 ton	$110.00
20	Service Truck w/ welder	$95.00
	Miscellaneous Equipment	**Hourly rate**
21	Concrete Asphalt saw 6' depth capable	$45.00
22	Pipe saw	$45.00
23	Jumping jack tamper	$55.00
24	Plate tamper	$50.00
25	Air compressor w/ chipping hammer	$130.00
26	Generator 500 watt minimum	$45.00
27	3" trash pump w/ suction & discharge hose	$65.00
28	3" mud hog pump w/ suction & discharge hoses	$65.00
29	Materials	15% Markup
30	Rental Equipment	15% Markup
31	Subcontractors	15% Markup

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Any updated Project Schedule is to be submitted with each Pay Request and Progress Payments may be negotiated if payment is made by the Visa Procurement Card.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate 1 % per month on the unpaid balance.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the

work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-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) calendar 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 XVI 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 last 4 digits of the BOA account and Contract number, unique invoice number, and detail of services provided.

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 VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. All changes will be authorized by a written change order signed by the Director of Procurement Management Department or her designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties. 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 the final and conclusive.

SECTION VIII
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 IX
INDEMNIFICATION/ HOLD HARMLESS

Contractor agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor's control in connection with the Contractor's performance of services under this Contract and to that extent Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Contract by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. As consideration for this indemnity provision the Contractor shall be paid the one time only 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.

SECTION X
SOVERIEGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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 sovereign 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, 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.

1. Workers' Compensation Insurance & Employer's Liability: 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.

2. Commercial General Liability Insurance: The Contractor shall agree to maintain Commercial General Liability insurance including Environmental Impairment Liability, for scope of services provided 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

3. Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG20101185 or CG2037 & CG2010) 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. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

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 #20170160 Maintenance & Repair for Water and Wastewater Treatment Facilities shall be listed as additionally insured.**" The 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.

4. Automobile Liability Insurance: 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.

5. Waiver of Subrogation: 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.

6. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced above.

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 obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish, per project, an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

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

SECTION XII
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 XIII
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 XIV
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, on the work. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. 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. Pursuant to § 119.10(2)(a), Fla. Stat., 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.

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See* *http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

SECTION XV
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 XVI
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 VI. 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) calendar 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.

Delivery- Where Contract provides in whole or in part, for the sale and purchase of materials Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered to the City. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One (1) copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one (1) copy, and one (1) copy shall accompany the Contractor's invoice.

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 XVII
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.

Shop Drawings - The Contractor shall provide shop drawings, setting schedules and other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Plans and Specifications or City's instructions. Deviations from the Plans and Specifications shall be called to the attention of the City at the time of the first submission of shop drawings and other drawings. The City's review and approval of any shop drawings shall

not release the Contractor from responsibility for errors, corrections of details, or conformance with the Contract.

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 a period of not less than two (2) years and are expected to remain available in future years.

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, bitumen, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

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

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

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

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

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

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

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

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or

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

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

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

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

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

SECTION XVIII
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 IX
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 - 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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance – 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.

SECTION XX
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 XXI
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 five hundred ($500.00) 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 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. Termination by the City. The City may terminate this Contract with or without cause by giving the Contractor thirty (30) calendar days' notice in writing. Upon delivery of said notice the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. 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.

E. Termination for Insolvency. The City also reserves the right to terminate the remaining services to be performed in the event AM Construction Group, Inc. is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

SECTION XXII
LAW, VENUE AND WAIVER OF JURY TRIAL

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.

The Parties to this Contract hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIII
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 XXIV
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 XXV
ATTORNEY'S FEES

If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Contract, Contractor shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.

SECTION XXVI
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or

regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

SECTION XXIV
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.

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Purchasing Agent

AM CONSTRUCTION GROUP, INC.

By: _____
President, AM Construction Group, Inc.

State of: FLORIDA County of: PALM BEACH

Before me personally appeared: ABEL MENDEZ
(Please print)

Please check one:

Personally known _____
Produced Identification: FL ID
(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 executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 2nd day of March, 2018.

_____
Notary Signature

Notary Public State of FLORIDA at Large.

My Commission Expires 6/21/2019

JULIA VARGAS
Notary Public, State of Florida
Commission# FF 242251
My comm. expires June 21, 2019

(seal)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Insurance by Ken Brown, Inc. 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	PHONE (A/C, No, Ext): 321-397-3870	FAX (A/C, No): 321-397-3888
	E-MAIL ADDRESS: certificates@insbykenbrown.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Ins. Co	23396
INSURER B : Amerisure Ins Company	19488
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AM Construction Group, Inc.
12689 164th Court N
Jupiter FL 33478

AMCON-1

COVERAGES **CERTIFICATE NUMBER:** 1384629397 **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	Y	Y	GL20835840502	6/24/2017	6/24/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						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 X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	CA20835830501	6/24/2017	6/24/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
A	X UMBRELLA LIAB X OCCUR			CU20835850502	6/24/2017	6/24/2018	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WC208812004	6/24/2017	6/24/2018	X PER STATUTE X OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Port St Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include contract #20170160- Maintenance & Repair for Water & Wastewater Treatment Facilities are included as additional insured on the general liability and auto policies as required by written contract. Coverage is primary and non-contributory. Waiver of subrogation applies in favor of above on the general liability, workers compensation, and auto policies.

CERTIFICATE HOLDER

City of Port St Lucie
121 S.W. 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
David R. Griffiths

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL 20835840502	**Agency Number** 0845060	**Policy Effective Date** 06/24/2017
Policy Expiration Date 06/24/2018	**Date** 06/19/2017	**Account Number** 20055548
Named Insured AM CONSTRUCTION GROUP INC	**Agency** INSURANCE BY KEN BROWN, INC.	**Issuing Company** AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:

   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or

   (2) Who is named as an additional insured under this policy on a certificate of insurance.

   b. The written contract, written agreement, or certificate of insurance must:

   (1) Require additional insured status for a time period during the term of this policy; and

   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

   c. If, however:

   (1) "Your work" began under a letter of intent or work order; and

   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and

   (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. The insurance provided under this endorsement is limited as follows:

   a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:

   (1) Premises you:

   (a) Own;

   (b) Rent;

   (c) Lease; or

   (d) Occupy;

   (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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(a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

(b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

(a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and

(b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract, written agreement, or certificate of insurance:

(1) Requires "arising out of" language; or

(2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

(1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or

(2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or

(3) Both those endorsements with either of those edition dates; or

(4) Either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.

e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.

f. The limits of insurance that apply to the additional insured are the least of those specified in the:

(1) Written contract;

(2) Written agreement;

(3) Certificate of insurance; or

(4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

a. Primary;

b. Excess;

c. Contingent; or

d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph **2.h. Other Insurance.** Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph **2.h. Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

Number of Days Notice 30

For any statutorily permitted reason **other than nonpayment of premium**, the number of days required for notice of cancellation is increased to the number of days shown in the Schedule above.

If this policy is cancelled by us we will send the Named Insured and any party listed in the following schedule notice of cancellation based on the number of days notice shown above.

Schedule

Name of Person or Organization

CITY OF PORT ST LUCIE A MUNICIPALITY OF THE STATE OF FLORIDA ITS OFFICERS EMPLOYEES AND AGENTS AND SHALL INCLUDE CONTRACT #20160095 CONCRETE RESTORATION OF HEADWORKS AT WESTPORT WASTEWATER TREATMENT FACILITY

Mailing Address

121 SW PT ST LUCIE BLVD
PORT ST LUCIE, FL 34984

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is $_____

1. **EXTENDED CANCELLATION CONDITION**

   COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

      a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

      b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. **BROAD FORM INSURED**

   SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

   d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,

      (1) Coverage under this provision is afforded only until the end of the policy period;

      (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and

      (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.

   e. Any "employee" of yours using:

      (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

      (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.

   f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.

   g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

      This provision does not apply:

      (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of "autos" unless:

(a) The lease agreement requires you to provide direct primary insurance for the lessor;

(b) The "auto" is leased without a driver; and

(c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. **COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS**

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

4. **AMENDED FELLOW EMPLOYEE EXCLUSION**

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. FELLOW EMPLOYEE** is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. **HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE**

A. **Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

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(3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and

2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. **LOAN OR LEASE GAP COVERAGE**

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by a lessor; and

(5) Carry-over balances from previous loans or leases.

7. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

(a) We will pay up to $75 per day to a maximum of $2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

(b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. **AIRBAG COVERAGE**

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

9. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. **COLLISION COVERAGE – WAIVER OF DEDUCTIBLE**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. **KNOWLEDGE OF ACCIDENT**

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. **TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance	Deductible
$500	$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

2. Both:

   a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

   b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:

   a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

   b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

   c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. **Deductible**

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.

2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. **When This Provision Becomes Void**

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

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POLICY NUMBER: CA 20835830501

COMMERCIAL AUTO
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 06/24/2017	Countersigned By:
Named Insured: AM CONSTRUCTION GROUP INC	(Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

   Any person or organization with whom you have an "insured contract" which requires:

   i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
   ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

   d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATI ON, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation and/or nonrenewal provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. If the person or organization named in the Schedule does not receive such notification within the time frame stated in this endorsement, this will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization	Mailing Address
CITY OF PORT ST LUCIE, ITS OFFICERS, EMPLOYEES, AGENTS AND THE PUBLIC	121 SW PORT ST LUCIE BLVD PORT ST LUCIE, FL 34984

AM CONSTRUCTION GROUP INC. GL20835840502

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS,** provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. **LIQUOR LIABILITY**

   Exclusion **c. Liquor Liability** is deleted.

2. **NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

   Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(2)** is deleted and replaced with the following:

   (2) A watercraft you do not own that is:

   (a) Less than 51 feet long; and

   (b) Not being used to carry persons or property for a charge;

   Exclusion **g. Aircraft, Auto or Watercraft,** paragraph **(6)** is added as follows:

   (6) An aircraft that you do not own that is:

   (a) Hired;

   (b) Rented; or

   (c) Loaned to you;

   with paid crew for a period of five (5) consecutive days or less.

   Paragraph **(6)** does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

3. **PREMISES ALIENATED**

   A. Exclusion **j. Damage to Property,** paragraph **(2)** is deleted.

   B. The following paragraph is also deleted from Exclusion **j. Damage to Property**:

   Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

4. **PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS**

   A. Exclusion **j. Damage to Property**, paragraphs **(3), (4),** and **(6)** do not apply to the use of elevators.

   B. Exclusion **k. Damage to Your Product** does not apply to:

   1. The use of elevators; or

   2. Liability assumed under a sidetrack agreement.

5. **PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT**

   A. Exclusion **j. Damage to Property,** paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

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B. With respect to any one borrowed equipment item, provision **5.A.** above does not apply to "property damage" that exceeds $25,000 per occurrence or $25,000 annual aggregate.

6. PRODUCT RECALL EXPENSE

A. Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;
3. Loss of customer approval or any cost incurred to regain customer approval;
4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
   a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
   b. "Product recall expenses".
8. Subject to paragraph **5.** above, $25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions **1.** through **6.** of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV.**, paragraph **4. Other Insurance** is changed accordingly.

7. BLANKET CONTRACTUAL LIABILITY – RAILROADS

When a written contract or written agreement requires Contractual Liability - Railroads, the definition of "insured contract" in Section V - Definitions is replaced by the following with respect to operations performed for, or affecting, a railroad:

9. "Insured Contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

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e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them;

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

8. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under **SECTION 1 - COVERAGE B.**, paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

9. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

10. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or

         (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 11. of this endorsement.

      Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:

      (i) Managers;

      (ii) Supervisors;

      (iii) Directors; or

      (iv) Officers;

      with respect to "bodily injury" to a co-"employee".

      (2) "Property damage" to property:

         (a) Owned, occupied or used by;

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

         you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. Any person or organization having proper temporary custody of your property if you die, but only;

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

   e. Your subsidiaries if:

      (1) They are legally incorporated entities; and

      (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

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If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. (1) Any person or organization, other than an architect, engineer or surveyor, required to be named as an additional insured in a "work contract", letter of intent or work order. However, such person or organization shall be an additional insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" arising out of "your work" under that "work contract", letter of intent or work order.

(2) We will provide additional insured coverage to such person or organization only:

(a) for a period of 30 days after the effective date of the applicable "work contract", letter of intent or work order; or

(b) until the end of the policy term in effect at the inception of the applicable "work contract", letter of intent or work order;

whichever is earlier.

(3) Coverage provided under this paragraph **f.** is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "work contract", letter of intent or work order requires this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

(4) This paragraph **f.** does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

(1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contact to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."

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However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

(2) Supervisory, inspection, or engineering services.

This paragraph j. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or

(2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded until the end of the policy period.

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in "your product" made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";

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g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part, or container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **10., SECTION II - WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III - LIMITS OF INSURANCE**, provisions **12.** through **14.** of this endorsement amend the policy as follows:

12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

A. The requirement under **SECTION I - COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.

B. **SECTION III - LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** and is the greater of:

1. $10,000; or

2. The amount shown in the Declarations for Medical Expense Limit.

C. This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS

A. The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions:**

2. **SECTION IV**, paragraph **4.b. Excess Insurance.**

B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

C. The Damage To Premises Rented To You Limit described in **SECTION III - LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. $1,000,000; or

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2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

D. This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I - COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **15.** through **17.** of this endorsement amend the policy as follows:

15. KNOWLEDGE OF OCCURRENCE

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit,** paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6. Representations** is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

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17. **TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)**

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

18. **EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL**

Paragraph **2.b.** of **A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

19. **MOBILE EQUIPMENT REDEFINED**

Under **SECTION V - DEFINITIONS**, paragraph **12.** "Mobile equipment", paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

20. **DEFINITIONS**

1. **SECTION V – DEFINITIONS,** paragraph **4.** "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;

b. Stationery, envelopes, production of announcements and postage or facsimiles;

c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;

d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;

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e. Rental of necessary additional warehouse or storage space;

f. Packaging of or transportation or shipping of defective products to the location you designate; and

g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

(1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

(2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

PER CONTRACT

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statues, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 6-24-16 Policy No. WC208812003 Endorsement No.

Insured AM CONSTRUCTION GROUP INC. Premium $

Insurance Company AMERISURE INSURANCE Countersigned by _____

Agenda Summary

2026-480

Agenda Date: 5/26/2026 **Agenda Item No.:** 7.i

Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Amendment #1 to Contract #20260045 for the Supply of Flygt Industrial & Commercial Submersible Pumps, Impellers, and additional Miscellaneous Parts fka Residential & Commercial Grinder Pump Systems, Parts & Repairs.

Submitted By: Robyn Holder, CPPB, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Robyn Holder, CPPB (PMD).
2. Parties: City of Port St. Lucie and Xylem Water Solutions USA, Inc.
3. Purpose: Provide additional pricing for various size impellers for the grinder systems.
4. New/Renewal/Modified: Modified.
5. Duration: Initial term is 11/11/2025 through 11/10/2026 with automatic 1-year renewals.
6. Benefits to Port St. Lucie: To ensure the continued availability of critical components and parts necessary to maintain operational reliability, minimize service disruptions, and support timely system repairs.
7. Cost to Port St. Lucie (Annual and Potential): The total Contract amount is proposed to increase from an estimated range of $700,000.00-$1,000,000.00 to $1,500,000.00-$2,000,000.00 per year.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve Amendment #1 to Contract #20260045 for the Supply of Flygt Industrial & Commercial Submersible Pumps, Impellers, and additional Miscellaneous Parts fka Residential & Commercial Grinder Pump Systems, Parts & Repairs.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Amendment #1 to Contract #20260045.
2. Move that the Council not approve Amendment #1 to Contract #20260045 and provide staff with direction.

Background: Council approved the Sole Source contract with Xylem Water Solutions US, Inc. on November 10, 2025, to maintain approximately 325 lift stations throughout the City. These stations rely on submersible

pumps, which are subject to failure due to the demanding nature of their use. Timely repair of these pumps is critical to ensure the sanitary sewer system remains operational. Expanding the current contract to include critical components and parts will streamline procurement, improve response times for repairs, and support uninterrupted sewer service. These efforts help prevent service interruptions and sanitary sewer overflows.

Issues/Analysis: Council approval is needed for this Amendment. Staff is requesting approval under City Code of Ordinance, Section 35.09(b). Staff has reviewed the Amendment and finds the new pricing to be fair and reasonable.

Financial Information: Funds are appropriated in various Utility accounts.

Special Consideration: N/A.

Location of Project: Utility Service Area.

Attachments:

1. Amendment #1 signed.
2. Original Contract.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26133-07.

Legal Sufficiency Review:
Reviewed by Alyssa Lunin, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

PORT ST. LUCIE

CONTRACT
AMENDMENT #1

This Amendment #1 ("Amendment #1") to the Supply of Flygt Industrial & Commercial Submersible Pumps, Impellers, and additional Miscellaneous Parts fka Residential & Commercial Grinder Pump Systems, Parts & Repairs under Contract #20260045 ("the Contract"), by and between the City and Xylem Water Solutions USA, Inc. ("Contractor"), shall be effective as of the date this Amendment #1 is fully executed.

Contractor's Full Legal Name:	Xylem Water Solutions USA, Inc.
Solicitation No./Event ID:	20260045
Solicitation Title/Event Name:	Supply of Flygt Industrial & Commercial Submersible Pumps, Impellers, and additional Miscellaneous Parts fka Supply of Residential & Commercial Grinder Pump Systems, Parts & Repairs
Contract Award Date:	11/10/2025
Initial Contract Term:	11/11/2025 through 11/10/2026
Current Contract Expiration Date:	11/10/2026
Requested Contract Expiration Date:	11/10/2026
Initial Contract Amount:	Unit Price
Current Contract Amended Amount:	N/A
Requested Financial Change Amount:	Additional Unit Prices equal approximately $1,500,000.00 to $2,000,000.00 annually
New Contract Amount:	Unit Price
Amendment No.:	1
Amendment Type:	**Increase of Commodities**

WHEREAS, the Contract, including any previous amendments, is in effect through the Current Contract Expiration Date, as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

The following modifications to the Terms and Conditions contained in the Contract are hereby incorporated and made a part of that Contract.

This Amendment #1 is for the items outlined below.

1. **INCREASE OF COMMODITIES.** Approve additional line items to the Contract to accommodate new impeller pricing and additional miscellaneous parts that were not included in the original Contract. The USD currently maintains 325 lift stations throughout the City which increases annually as new stations are brought online. Approving the additional impeller pricing will ensure the USD has the necessary parts for repairs on any of these lift stations. By maintaining continuity of parts, the USD can avoid project delays and potential risks to system reliability, service delivery, and regulatory compliance.

NEW IMPELLER PRICING:

See attached price list

Impeller Pricing for the following:

	060	070	090	091	092	095	160	180	181	183	185	190	980		Part#	Pricing	Part#	Pricing	Part#	Pricing	Repair Kit	Pricing
CP 3085 436IMP					4618204					4618204					4618204	$ 1,825.20					6018948	$ 1,401.30
CP 3085 438IMP					4300700					4300700					4300700	$ 1,961.10						
CP 3085 440IMP					4300701					4300701					4300701	$ 1,587.60						
CP 3085 434IMP					4618006					4618006			4618005		4618006	$ 1,587.60						
NP 3085 462IMP	7982823	7982823					7982723					7982723			7982823	$ 2,124.90	7982723	$ 1,980.00				
NP 3085 463IMP	7982840	7982840					7982740					7982740			7982840	$ 2,124.90	7982740	$ 1,980.00				
NP 3085 465IMP																						
CP 3102 432IMP			4389603					4389603	4389603				4389603		4389603	$ 2,196.00					6018906	$ 1,692.00
CP 3102 433IMP			4389902					4389902	4389902				4389902		4389902	$ 1,746.00						
CP 3102 434IMP			4389604					4389604	4389604				4389604		4389604	$ 2,244.60						
CP 3102 435IMP			4389301					4389301	4389301				4389301		4389301	$ 2,023.20						
CP 3102 436IMP	X	X	X	X	X	X	X	X	X	X	X	X	X									
NP 3102 256IMP	7983419	7983419										7983319			7983419	$ 3,212.10			7983319	$ 2,538.90		
NP 3102 257IMP	7983429	7983429					7983329					7983329			7983429	$ 3,211.20	7983329	$ 2,706.30				
NP 3102 455IMP							7983305					7983305			7983305	$ 2,950.20						
NP 3102 462IMP	7984022	7984022				7007622	7983922				7007622	7983922			7984022	$ 3,212.10	7007622	$ 2,527.20	7983922	$ 2,706.30		
NP 3102 463IMP	7984032	7984032				7007632	7983932				7007632	7983932			7984032	$ 3,211.20	7007632	$ 2,230.20	7983932	$ 2,706.30		
NP 3102 464IMP	7984042	7984042				7007642	7983942				7007642	7983942			7984042	$ 3,211.20	7007642	$ 2,296.80	7983942	$ 2,706.30		
NP 3102 465IMP	7984045	7984045				7007645	7983945				7007645	7983945			7984045	$ 3,211.20	7007645	$ 2,296.80	7983945	$ 2,706.30		
CP 3127 461IMP	X	X	X	X	X	X	X	X	X	X	X	X	X									
CP 3127 462IMP			4301200						4301200						4301200	$ 2,604.60					6018910	$ 2,573.10
CP 3127 463IMP			4301100						4301100						4301100	$ 2,577.60						
CP 3127 481IMP			4391200						4391200						4391200	$ 2,604.60						
CP 3127 483IMP			4391400						4391400						4391400	$ 2,604.60						
CP 3127 484IMP			4391600						4391600						4391600	$ 2,633.40						
CP 3127 485IMP			4391800						4391800						4391800	$ 2,604.60						
NP 3127 438IMP	7986420	7986420			7162520										7986420	$ 4,039.20	7162520	$ 3,478.50			6018909	$ 2,459.70
NP 3127 439IMP	7986433	7986433			7162532										7986433	$ 4,803.30	7162532	$ 2,575.80				
NP 3127 487IMP	7985823	7985823			7162623										7985823	$ 4,303.80	7162623	$ 2,266.20				
NP 3127 488IMP	7985847	7985847			7162643										7985847	$ 4,803.30	7162643	$ 2,266.20				
NP 3127 489IMP	7985863	7985863			7162663										7985863	$ 4,303.80	7162663	$ 2,266.20				
CP 3140 480IMP			5547100					5547100					5547100		5547100	$ 4,993.20					6018931	$ 4,215.60
CP 3140 481IMP			5562400					5562400					5562400		5562400	$ 4,993.20						
CP 3152 432IMP				4314900					4314900						4314900	$ 4,370.40					6018921	$ 4,322.70
CP 3152 434IMP				3811600					3811600						3811600	$ 4,370.40						
CP 3152 436IMP				3811800					3811800						3811800	$ 4,590.90						
CP 3152 452IMP				3810800					3810800						3810800	$ 3,556.80						
CP 3152 454IMP				3957200					3957200						3957200	$ 3,556.80						
CP 3152 488IMP				5562400					5562400						5562400	$ 4,993.20						
NP 3153 433IMP						6987235			6964935		6987235				6987235	$ 4,966.20	6964935	$ 5,219.10			6571708	$ 3,211.20
NP 3153 434IMP						6987242			6964942		6987242				6987242	$ 4,898.70	6964942	$ 3,917.70				
NP 3153 435IMP						6987252			6964952		6987252				6987252	$ 4,898.70	6964952	$ 3,917.70				

NP 3153 436IMP						6987265			6964965		6987265				6987265	$ 4,888.70	6964965	$ 3,917.70				
NP 3153 437IMP						6987275			6964975		6987275				6987275	$ 5,706.00	6964975	$ 3,917.70				
NP 3153 453IMP						6987128			6964828		6987128				6987128	$ 5,303.70	6964828	$ 3,834.00				
NP 3153 454IMP						6987139			6964839		6987139				6987139	$ 4,826.50	6964839	$ 3,834.00				
NP 3153 456IMP						6987160			6964850		6987160				6987160	$ 5,258.60	6964850	$ 3,834.00				
NP 3153 457IMP	X	X	X	X	X	X	X	X	X	X	X	X	X										
NP 3153 462IMP						7032009			6059409		7032009				7032009	$ 4,171.50	6059409	$ 3,296.70				
NP 3153 463IMP						7032022			6059422		7032022				7032022	$ 5,303.70	6059422	$ 3,789.00				
NP 3153 464IMP						7032032			6059432		7032032				7032032	$ 4,862.70	6059432	$ 3,789.00				
NP 3153 465IMP						7032046			6059446		7032046				7032046	$ 5,303.70	6059446	$ 3,789.00				
NP 3153 466IMP						7032055			6059455		7032055				7032055	$ 4,423.50	6059455	$ 3,789.00				
CP 3170 442IMP	X	X	X	X	X	X	X	X	X	X	X	X	X										
CP 3170 443IMP	X	X	X	X	X	X	X	X	X	X	X	X	X										
CP 3170 463IMP			5378600					5378600							5378600	$ 4,144.50					6018932	$ 8,933.40	
CP 3170 464IMP			3810801					3810801							3810801	$ 4,144.50							
NP 3171 434IMP				6965247		7040647			6965247		7040647				6965247	$ 4,194.00	7040647	$ 6,410.70			6571701	$ 5,921.10	
NP 3171 435IMP				6965258		7040658			6965258		7040658				6965258	$ 4,194.00	7040658	$ 6,410.70					
NP 3171 436IMP				6965268		7040668			6965268		7040668				6965268	$ 4,194.00	7040668	$ 6,410.70					
NP 3171 452IMP				6965278		7041317			6965278		7041317				6965278	$ 4,194.00	7041317	$ 7,689.60					
NP 3171 453IMP				6965134		7041334			6965134		7041334				6965134	$ 4,194.00	7041334	$ 6,410.70					
NP 3171 454IMP				6965150		7041350			6965150		7041350				6965150	$ 4,194.00	7041350	$ 6,222.60					
NP 3171 455IMP				6965164		7041364			6965164		7041364				6965164	$ 4,194.00	7041364	$ 6,410.70					
CP 3201 452IMP				3842700				3842700							3842700	$ 3,583.80					6018932	$ 8,933.40	
CP 3201 454IMP				3810801				3810801							3810801	$ 4,144.50							
CP 3201 457IMP				3843500				3843500							3843500	$ 5,796.00							
NP 3202 460IMP			7626043					7626043							7626043	$ 7,447.50					6571703	$ 7,978.50	
NP 3202 462IMP			7626051					7626051							7626051	$ 7,447.50							
NP 3202 465IMP			7626100					7626100							7626100	$ 7,447.50							
NP 3202 466IMP			7626108					7626108							7626108	$ 7,447.50							
NP 3202 467IMP			7626115					7626115							7626115	$ 7,447.50							
NP 3202 468IMP			7626127					7626127							7626127	$ 7,447.50							
NP 3202 469IMP			7626140					7626140							7626140	$ 7,447.50							
Pricing for the following parts:																							
Mix flush valve Part # 556 51 01															5565101	$ 2,737.80							
Base Elbow CONNECTION,DISCH 4X4" CI Part # 540 13 05															5401305	$ 1,368.90							
Base Elbow CONNECTION,DISCH 5½X6" CI Part # 602 33 06															6023306	$ 2,030.40							
Single point probe Part # 83 77 69															837769	$ 177.30							
Ten point probe Part # 83 77 77															837777	$ 1,026.00							
Two inch guide rails Part# 14-490103															14-490103	$ 72.90	Per Foot						
Three in guide rails Part# 14-490101															14-490101	$ 139.50	Per Foot						
Pump cord pricing, seal kits for all submersible pumps used by PSL US								Reference: Basic Repair Kits - Pricing															
Float/probe rail bracket								Cable Bracket							850330	$ 236.70							
Two inch guide rail brackets and bushing kits															6136804	$ 330.30							
Three inch guide rail brackets and bushing kits.															6615401	$ 457.20							
Oil and coolant pricing and all associated O-rings and seals for pumps								No sale of oil or coolant. O-Rings included in Repair Kit															
All bolts for volutes and impellers and adjustment cone																							

2. **SUCCESSORS AND ASSIGNS.** This Amendment #1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment #1, the Contract, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Amendment #1 and the Contract, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have caused this Amendment #1 to be duly executed by their authorized representatives.

CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	Xylem Water Solutions USA Inc.
Authorized Signature:	
Printed Name and Title of Person Signing:	Eric Johnson Regional Sales Manager
Date:	5/20/2026
Company Address:	15132 Park of Commerce Blvd. 102 Jupiter FL, 33478

CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

MEMORANDUM

DATE: November 12, 2025

TO: ****ORIGINAL****
City Clerk

FROM: Robyn Holder, CPPB RH
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20260045
CONTRACT TITLE: Supply Residential & Commercial Grinder Pumps for Wastewater Collections Services – Sole Source

CONTRACTOR NAME: Xylem Water Solutions USA, Inc.
ADDRESS: 15132 Park of Commerce Blvd., #102
CITY & STATE: Jupiter, Florida 33478

COUNCIL APPROVED: 11/10/2025

CONTRACT AMOUNT - $700,000 to $1,000,000.00 each year
CONTRACT TERM: 1-year with automatic renewals each year until canceled or amended.

CITY OF PORT ST. LUCIE
CONTRACT #20260045

This Contract executed this 4 day of November, 2025, 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," and XYLEM WATER SOLUTIONS USA, INC., 15132 Park of Commerce Blvd. #102, Jupiter, Florida 33478, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

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

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Flygt Pumps, Parts & Repairs based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and services specified and, with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SECTION II
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email with read receipt, or by Fed-EX, UPS, courier, or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

I. The same day, if sent via email with read receipt.
II. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
III. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

Contractor:	Eric Johnson, Contractor Xylem Water Solutions USA, Inc. 15132 Park of Commerce Blvd. #102 Jupiter, Florida 33478 Telephone: 561-848-1200 Email: eric.johnson@xyleminc.com
City Contract Administrator:	Robyn Holder, CPPB Sr. Procurement Contracting Officer City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, FL 34984-5099 Telephone: (772) 281-9284 Email: rholder@cityofpsl.com
City Project Manager:	Timothy Richards, Deputy Director Utility Systems Department 900 1001 SE Prineville Street Port St. Lucie, FL 34983 Telephone: (772) 344-4228 Email: trichards@cityofpsl.com

SECTION III
DESCRIPTION OF SERVICES TO BE PROVIDED

The City of Port St. Lucie Utilities Department intends to issue a contract for supply, service inspection, diagnosis and repair of Flygt Submersible motors and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge.

1. SPECIFICATION COMPLIANCE
   1.1. The Contractor shall strictly adhere to the City of Port St. Lucie Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address: Utility Standards Manual | City of Port St. Lucie, FL

2. PUMPS

   The contractor shall provide FLYGT pumps of the size and configuration as required and ordered by the City.

3. PARTS

   3.1. The Contractor shall keep an ample inventory of high use parts to ensure parts availability. These shall include, but is not limited to, the following either individually

or in kit form: seals, gaskets, bearings, sensors, monitoring components, lubricants and others.

3.2. Charges for parts shall show a list of materials and the price for each item.

3.3. All parts replaced which are not within the scope of supply by the OEM shall be billed at the manufacturer's published list price. No additional labor costs shall be included for the installation of these parts

3.4. If applicable, Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by City. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by City.

4. REPAIRS

4.1. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 16" discharge.

4.2. The contractor service and repair shop shall be fully authorized by the specified pump manufacturer, and all repairs shall be performed by technicians fully trained and authorized by said manufacturer. All replacement parts, lubricants and supplies shall be as manufactured and approved by the OEM.

4.3. All work shall be performed in full compliance with the manufacturer's warranty conditions and in accordance with the manufacturer's repair manuals and procedures.

4.4. All repair work shall be billed at the percentage rates quoted and the Contractor shall, at the City's request, supply the original invoices for the materials used in the repairs. The Contractor shall, at the City's request, return all parts which were replaced during the repair process.

4.5. Unless specifically directed otherwise, when a motor and/or pump are given to the Contractor for repair, the Contractor shall inspect the motor and/or pump thoroughly and determine the scope of repair. This step shall include:

4.5.1. Visual and dimensional inspection with standard testing methods to determine the motor and/or pump's condition. The Contractor shall use his professional judgement to determine the level of inspection required.

4.5.2. Record all data taken, substantiate data with photos taken in a logical sequence during inspection starting with the pump as found followed by disassembly of the major components and highlighting all damage and or wear found.

4.5.3. Determine the scope of work to repair the motor and/or pump and cost estimate to complete that work.

4.6. Inspection and estimation time and costs will generally be proportional to the size of the motor and/or pump. Unless otherwise approved, the cost to the City for inspection and estimation for repair shall not exceed the cost for eight (8) labor hours of a shop technician. Note: If the City elects to repair the motor and/or pump, no payment shall be made for the inspection and/or estimation costs.

4.6.1. Notify the City of the inspection and estimate for repair. This step shall be done by e-mail. The Contractor shall include:

4.6.1.1. A technical description of the inspection performed, including test results and the sequence of photos taken during inspection.
Photos shall be submitted as .jpg format with a digital stamped date and time.
Photos shall be named by using the pump serial number followed by the sequence number of the photo.
Example: SN123456789-1

4.6.1.2. A breakdown of costs for the repair.

4.6.1.3. An itemized list of costs for any extras or supplemental work.

4.6.1.4. A firm quote for replacement of the motor and/or pump in kind.

4.6.1.5. An estimated schedule for completion of the repair work.

4.6.2. Upon approval by the City, the Contractor shall repair the motor and/or pump as quoted.

4.6.3. If the City determines and directs the Contractor not to repair the motor and/or pump:

4.6.3.1. The Contractor shall reassemble (if requested) and return the motor and/or pump to the City in the same condition as it was delivered. In these cases, the City shall be liable for the inspection costs only. Contractor shall be liable for any damaged, lost or stolen motor and/or pumps while in the contractor's possession.

4.6.3.2. The Contractor shall submit an estimate for a replacement unit to the City's representative by electronic e-mail.

5. TECHNICAL REQUIREMENTS

5.1. Unless specifically directed otherwise, the Contractor shall repair all motor and/or pumps to restore them to meet or exceed their original conditions and specifications. Repair of submersible pumps may include (with prior City approval) replacement of component parts such as mechanical seals, O-Rings, impellers, grinder plates, etc. All such parts shall meet the original manufacturer's specifications. The Contractor shall include the original invoices for these parts.

5.2. The following technical requirements are listed to establish a level of quality expected in the repair process. Any conflicts between these technical requirements and the motor and/or pump, manufacturer's original specifications shall be referred to the City for resolution.

5.2.1. Cleaning:

After disassembly and testing, all winding and parts shall be cleaned in a manner not injurious to the insulation system or component parts.

5.2.2. Stripping:

If the motor and/or pump stator is to be rewound, the opposite end is cut off the stator. Iron or steel frames shall be burned out using a controlled oven; temperature not to exceed 750 degree F. Aluminum frames shall be removed before burnout. Heating of the laminations shall be controlled to avoid distortion and/or damage. Clean core iron and slots. Inspect stator core. Repair or replace damaged laminations.

5.2.3. Rewind:

All insulation material shall be Class H rating or better. Wire shall be inverter duty magnet wire. Coils shall be wound and inserted tightly in the slots with a minimum of crosses. Phase insulation shall be class H rating and shall protrude at least 1/8 inch at all points. Each slot shall be tied with polyester cord at both ends for additional mechanical strength.

All connections shall be brazed with silver content solder and glass banding (sleeving) shall be applied.

Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be with parts identical to the original in tripping characteristics.

Surge test the stator to ensure that materials used are free of defect. Repair any defects.

Preheat the stator and dip in an insulating varnish and bake at a controlled temperature. A double dip and bake or VPI may be required on motor and/or pumps larger than 50 HP.

5.2.4. Stator Reconditioning

Stators not requiring rewind shall be cleaned, tested with megger and given surge comparison tests per NEMA or IEEE standards. Stators shall be preheated, and given one dip and bake in an insulating varnish.

5.2.5. Rotors

Rotors shall be inspected and tested to ensure that they are free of defect. f. Shafts

5.2.6. Shafts

Shafts shall be inspected for undue wear, scoring, straightness, and runout. Re-metallized shafts shall meet the original manufacturer's specifications.

5.2.7. Bearings

Bearings shall be inspected for damage. Removal and installation of bearings shall be done in accordance with the manufacturer's requirements. New bearings shall meet the original specifications.

5.2.8. Impeller

Deburr complete impeller
Inspect wear rings for concentricity and OD
Dynamically balance impeller to a minimum G 6.3 (ISO1940-1) specification.

5.2.9. Balancing

Frame sizes below 143 shall be statically balanced. All others shall be dynamically balanced in accordance with NEMA/IEEE standards. Balancing shall be achieved without drilling holes in the core assembly.

5.2.10. Centrifugal Switch

For single phase motor and/or pumps set the centrifugal switch per manufacturer's requirements.

5.2.11. Miscellaneous:

Inspect all miscellaneous motor and/or pump components such as oil rings, housings, etc. Repair or replace as required. Paint the motor and/or pump.

5.2.12. Final Test:

For a final test, operate the motor and/or pump under no load. Test the insulation resistance. Inspect the motor and/or pump for undue temperature, vibration and noise. Check the cooling fluid in submersible motors and/or pumps. Check for mechanical seal leaks, check for seal and thermal alarm operation. Correct any deficiency

6. DOCUMENTATION

6.1. Upon Delivery the Contractor shall provide the City with a written report of all service

activity performed. This report shall list as a minimum:

6.1.1. The date and time of the request for service
6.1.2. Identification of the motor and/or pump
6.1.3. A detailed as found condition report.
6.1.4. A detailed description of any test performed on the motor and/or pump
6.1.5. A detailed description of all repairs completed.
6.1.6. Attached photos of pump before and after repair. Photos shall comply with section 4.6.1.1 of this scope.
6.1.7. Total labor hours spent
6.1.8. A detailed list of parts replaced by part manufacturer and part identification number.

6.2. Aside from the above report, tagging and documentation of all motor and/or pumps worked on shall be done and signed by the technician performing the work

6.3. Whenever a component is dynamically balanced, a pdf report shall be part of the submitted documentation.

6.4. All parts removed or replaced shall be tagged and returned to the City upon request.

7. CONTRACTOR'S REQUIREMENTS

7.1 The Contractor shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business.

7.2 The Contractor shall have at least five years of successful experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP.

7.3 The Contractor shall have a service and repair shop located within 50 miles of the St. Lucie County. The City reserves the right to visit and inspect said facility at any time if such inspection and additional information is considered necessary to properly evaluate Contract performance, qualifications, and capacity to manage all service requirements of this scope and the volume of work resulting from it.

7.4 The Contractor shall have the ability to obtain OEM parts in an expedited basis, and must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

7.5 The Contractor shall have an internal quality control program in place. The quality control program shall include complete documentation requirements and testing and

repair procedures and shall be available to the City upon request.

7.6 Failure to meet and maintain these requirements, in the City's sole opinion, may be cause for Contract termination.

DELIVERY / TURN-AROUND TIME

Delivery and turn-around times shall be no later than the times stated below.

Delivery time shall be defined as the time (in work days) elapsed from the time the Contractor received a valid Delivery Order for the delivery of the equipment ordered.

PUMPS		DELIVERY
Pumps in stock locally		7 days
Pumps not in stock locally, but within the USA		45 days
Pumps not in stock locally	under 88 HP	14 weeks
Pumps not in stock locally	over 88 HP	20 weeks

Turn-around time shall be defined as the length of time (in work days) elapsed from the time the Contractor received a valid Delivery Order, to the return of the repaired motor and/or pump. The contractor by bidding shall agree to meet the following minimum requirements:

REPAIR	TURN AROUND TIME
Pumps up to 25 HP	4 weeks
Pumps 26 HP to 50 HP	5 weeks
Pumps 51 HP and above	10 weeks

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this Contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this Contract, to pay Port St. Lucie the sum extended by the City to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Contract is completed.

The Contractor shall, within **fourteen (14)** calendar days from the beginning of such delay, notify the Project Manager, Utility Systems Department in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not

restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Project Manager, Utility Systems Department.

PICKUP OF PUMPS FOR REPAIR

When requested by the City, pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

- 1001 SE Prineville Street, Port St. Lucie, Florida 34983
- 7599 NW LTC Parkway, Poer St. Lucie, Florida 34986
- 10700 NW Glades Cut-Off Road, Port St. Lucie, Florida 34986
- 3721 SW Darwin Boulevard, Port St. Lucie, Florida 34953

The Contractor shall submit to the City an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the City reserves the right to request that any and all salvageable parts from the broken pump be returned to the City.

WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours from date of delivery/acceptance by City of Port St. Lucie. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the City.

The Contractor shall warrant all replacement parts for one year or match the part manufacturer's warranty, whichever is greater. The Contractor shall provide the City a copy of all third-party warranties when the equipment is returned to the City.

The Contractor shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All service visits, parts, shipping, mileage, labor, inspection, testing, etc., necessary to correct a defect under the repair warranty shall be performed by the Contractor at no additional cost to the City.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

CONFLICT

If there is a conflict between any provision within this Section III – Description of Services to be Provided, and any other provision in this Contract, the provision within this Section III shall apply and prevail.

SECTION IV
TIME OF PERFORMANCE

The Contract Period start date will be November 11, 2025 and will terminate one (1) year thereafter on November 10, 2026. 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 and accepted by the City.

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 it 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 V
RENEWAL OPTION

The initial term of the contract(s) is for one (1) year from the execution date of the Contract. The Contract will renew automatically each year, which options shall be exercisable upon mutual agreement between the parties. Renewal will be accomplished through the issuance of a Contract Amendment. A price escalation/ de-escalation will be considered at annual intervals, thereafter, provided the Contractor notifies the City, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the Contract renewal date. In the event that the Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the Contractor, extend the Contract for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract may be amended in writing from time to time by mutual consent of the parties.

SECTION VI
COMPENSATION

The total amount to be paid by the City to the Contractor is per the attached Price List for 2025. The original Contract prices shall be firm for an initial 1-year period. The City may allow a price escalation/de-escalation provision within the Contract. The Contract provides for price adjustments on each anniversary of the Effective Date. This is based on the Producer Price Index (PPI) Series ID #PCU333914333914 (as recoded from PCU333911333911) for Measuring, Dispensing, and Other Pumping Equipment. All prices will be held firm for each year.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes – Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent, or his or her designee, as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties, memorialized in a signed writing, before starting the work involved in the change. 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 Manager shall be final and conclusive.

SECTION VIII
SHIPPING, DELIVERY, AND PACKAGING

1. Unless otherwise specified on the face of the Purchase Order or Visa Order ("Order"), all deliveries are for "inside delivery," at location designated by the City. Contractor shall promptly notify City of deliveries that require special handling and/or assistance for off-loading. Contractor's failure to promptly notify the City concerning this type of delivery shall result in billing to the Contractor of any resulting re-delivery, storage, or handling charges. Unless otherwise specified on the face of the Order, all deliveries are to be made during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays. Contractor will pay all charges for containers, crating, boxing, bundling or dunnage, unless otherwise stated in writing by the City. The Contractor agrees to assume and pay all extra expenses accruing because of improper packing. This includes, but is not limited to, damage to items and cost of re-packing.

2. Transportation Charges on all shipments must be fully prepaid by Contractor. All shipments are FOB Destination; title transfer will take place at delivery site. All freight changes, applicable duties, and applicable taxes are to be included on the invoice or Visa receipt. C.O.D. shipments will not be accepted. If the Order authorizes addition of freight to Invoice, Contractor is expected to make complete shipments in accordance with the Order schedule. Any increase in freight cost resulting from unauthorized split shipments shall be Contractor's responsibility.

3. Unless otherwise directed by the City in writing, all shipments must be accompanied by a Packing List containing: the Contractor's Packing List Number, the City's Purchase Order Number or Visa account number, the City's name, and an itemized description of items shipped. When multiple shipments are required to complete the purchase(s) under this Contract, the final shipment must be labeled as "FINAL SHIPMENT" on the Contractor's Packing List and Invoice.

4. Contractor shall render separate Invoices for each Order and each delivery. A proper invoice must include a unique invoice number, Contractor number, Purchase Order number, and the Contractor's Packing List. On Visa purchases, the Contractor shall email the original receipt to the City. Receipt shall indicate paid by Visa, the City's name, items purchased, quantity, and unit prices. Contractor shall email Invoice to the assigned Project Manager. Invoice or Invoices will not be paid until all item(s) on the Order are received in full, unless prior written approval by City for partial payment has been made and is indicated on the face of the Order.

5. The specific quantity ordered must be delivered in full and not be changed without the City's prior consent in writing. Any unauthorized quantity received is subject to City's rejection and return at Contractor's expense. No allowances for trade practices will be accepted unless expressly agreed to by the City in writing.

6. Time is of the essence under this Contract. Contractor is hereby advised that the City may become liable to others if the Contractor fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. In addition to its other remedies for Contractor's failure to make sufficient progress in the work to endanger timely delivery, the City may require the Contractor to ship the goods by any means of transportation the City specifies and any additional costs for such transportation services shall be paid by the Contractor. In addition to its other remedies for the Contractor's failure to deliver on time, the City may refuse to accept and pay for any late delivery of any goods or services. The Contractor shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by the City. Goods shall be delivered free of all liens of third parties. The Contractor waives all rights in liens in any property arising from its performance under this Contract.

7. The City shall have a reasonable period after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgement defective. Goods so rejected and goods supplied in excess of quantities specified in this Contract, or any Order issued pursuant to this Contract, may be returned at the Contractor's risk and expense for credit or replacement at the City's option, and all handling and transportation expenses both ways shall be assumed by the Contractor. Payment for, or use of, any or all the goods or services supplied hereunder shall not constitute acceptance or waiver of defects by the City. Nothing in this paragraph shall in any way limit the City's warranty rights herein.

8. Contractor warrants that all materials, equipment, and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by the City; will be fit and sufficient for the purposes intended; will perform as specified herein; and will be free from defects and merchantable. This warranty will run to the City, its successors and assigns, and to the City's customers and users of the City's products. The Contractor shall be liable to the City for all damages and expenses resulting from the Contractor's failure to make timely delivery of goods and services of the quantity and quality specified, whether or not the City rejects such goods and services, in whole or in part, or terminates this Contract, or any Order issued hereunder.

9. The City reserves the right at any time to change an Order in any particular manner with respect to the goods and/or services not yet shipped. If any such change shall increase the Contractor's cost of performance, the Contractor shall immediately notify the City thereof and an equitable adjustment in the price shall be made by written amendment to the Order.

10. Unless specific delivery dates are provided in an Order, the Contractor shall not fabricate any of the supplies covered by the Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to the Contractor by the City. The City shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. The City may, from time to time, change shipping schedules specified in the Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

11. Defective items, at the City's option and upon notice to the Contractor, will be repaired by the City or returned to the Contractor for repair, in either case, at the Contractor's risk and expense. Items that are rejected and returned are not to be replaced without the prior written permission of the City. In the event that return of the equipment to the Contractor is not practical, the Contractor shall, at the City's request, make repairs at the City's location and at Contractor's sole expense.

12. Any material furnished by the City (and not sold to the Contractor) in conjunction with this Contract, or any Order issued under this Contract, shall be deemed as held by the Contractor as a Bailee and the Contractor agrees to keep the same fully insured for the benefit of the City and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

13. All Order issued under this Contract shall be governed by the terms of this Contract, and no other terms, unless expressly on the face of the Order, shall apply. For example, any terms contained in a quote, proposal, or similar document submitted by Contractor shall have no force or effect upon this Contract, or any Order issued under this Contract, unless expressly signed by the City's Purchasing Agent or his delegee.

14. The City is exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be provided upon request.

SECTION VIII
CONFORMANCE WITH PROPOSAL

N/A

SECTION IX
INDEMNIFICATION/HOLD HARMLESS

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for (a) bodily injury, wrongful death, and (b) loss of or damage to tangible property, at law or in equity, to the extent which may arise or may be alleged to have risen from the negligent acts, errors, omissions, or other wrongful conduct of Contractor, agents, laborers, subcontractors, or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including allegations of discrimination or harassment, and to the extent that Contractor has not assumed its defense obligations at its sole cost, shall pay all costs and reasonable attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract. Should any claim be adjudicated to be the fault of the City, then the City will reimburse Contractor for all actual, verifiable, and sole costs incurred by Contractor as a result thereof. It is the expressed intention of the parties, that each of them shall be liable for the consequences of their own negligent acts or omissions whether those acts or omission are the sole, joint, or concurring causes of any claims, demands, proceedings, losses or other liabilities.

SECTION X
SOVEREIGN IMMUNITY

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign

immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

SECTION XI
INSURANCE

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 and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the 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 and/or 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.

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

Commercial General Liability Insurance: The Contractor shall agree to maintain 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 person
Medical expense	$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. 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 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.

Except as to Workers' Compensation and Employers' Liability Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents, and employees as Additional Insured for Commercial General Liability, Business Auto Liability, and Pollution Liability policies. 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 shall be listed as additional insured and shall include Contract #20260045 – Flygt Pumps Parts & Repairs."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

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

Pollution Insurance: Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than $1,000,000 per occurrence, $2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non- contributory basis.

Waiver of Subrogation: By entering into this Contract, Contractor agrees 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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the Contractor's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractor, and/or any subcontractor maintain higher limits than the minimums listed above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Employers' Liability or Pollution 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 is not obligated, to review, modify, reject, or accept any required Certificates of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII
ACTS OF GOD

N/A

SECTION XIII
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/entity 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 the above parties is hereby expressly waived.

SECTION XIV
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.

SECTION XV
PUBLIC RECORDS

Contractor and any subcontractors shall comply with section 119.0701, Florida Statutes. The Contractor and any 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 Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of Chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Consultant agrees to comply with all public records laws, specifically to:

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners.

2. During the term of the Contract, the Consultant shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include, but are not limited to, supplier/subconsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

4. The Consultant agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.

5. A Consultant who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

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

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

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

TRADE SECRETS

Any material submitted to the City that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Consultant shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Consultant. Consultant shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XVI
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 Contractor's invoice in accordance with Section VI. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection the Project Manager is not satisfied, he or she shall as promptly as practicable inform the parties hereto of the specific respects in which their findings are not favorable. Contractor shall then be afforded an opportunity if desired by it, 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 they may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may 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. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of their 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 their 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.

SECTION XVII
SCRUTINIZED COMPANIES

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

CONTRACT ADMINISTRATION

Amendments – The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year – All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture – Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Permits, Licenses, and Certifications – The Contractor 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 with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property – Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver – Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XIX
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.

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/herself in an unacceptable manner shall be

removed from the project at the request of the City Manager.

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

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 their 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.

Cleaning Up – If the Contractor's delivery of goods causes any debris, garbage, or other items not specifically included in the Contract, Contractor shall be responsible for cleaning up any such items.

SECTION XX
ASSIGNMENT

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XXI
TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

A. **Termination for Cause** – The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

   I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
   II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
   III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in

immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

V. The Contractor has failed to comply with applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Contract;

VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized;

VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or

VIII. The Contractor furnished any statement, representation, or certification in connection with the Contract, which is materially false, deceptive, incorrect, or incomplete.

B. Notice of Default. Except as provided in Section XXI.C, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the City may:

I. Immediately terminate the Contract without additional written notice(s); and/or

II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor. Such a charge, in the City's option, may 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.

C. Irreparable or Irreversible Breach, Default, or Noncompliance. The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event there is a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately take any or all actions listed under Section XXI.B.I-III, upon notice to Contractor of its decision to exercise such right(s). Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.

D. Termination for Convenience. The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor shall be entitled to payment in full to the proportionate extent of work or services completed through the time of termination, following submission of invoices and any reasonably requested documentation pursuant to Florida law.

E. Conversion of Termination for Cause to Termination for Convenience. If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.

F. **Termination for Non-Appropriation** – The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded Contract, the City will have the right to terminate the Contract, without penalty, on the last day of the fiscal period for which funds were legally available.

G. **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 hundred ($100.00) dollars as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and their sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

SECTION XXII
LAW, VENUE, AND WAIVER OF JURY TRIAL

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, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract hereby freely, voluntarily, and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.

SECTION XXIII
CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXIV
PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXV
ATTORNEY'S FEES

Each party is responsible for its own attorney's fees for any action arising from or related to this Contract. Each party expressly waives any right to seek attorney's fees from the other party, regardless of the source of such right, whether statute, agreement, or otherwise.

SECTION XXVI
CODE OF ETHICS

Contractor warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and as may be amended from time to time, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.

SECTION XXVII
POLICY OF NON-DISCRIMINATION

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state, and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION XXVIII
SEVERABILITY

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXIX
AUDITS

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful contractors, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt, and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours

at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXX
ORDER OF PREFERENCE

N/A

SECTION XXXI
FORCE MAJEURE

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII
E-VERIFY

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the

subcontractor.

5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.
6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that such a cause of action must be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

SECTION XXXIII
CONSTRUCTION

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXIV
NON-EXCLUSIVITY

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXV
DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION XXXVI
COOPERATION WITH INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVII
ENTIRE AGREEMENT

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in this Contract. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

SECTION XXXVIII
LIMITATION OF LIABILITY

Contractor and City (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall not be liable to each other for loss of profit or revenue, loss of use or business opportunity, loss of contract, cost of obtaining alternative performance, or for any indirect, consequential, special, incidental and punitive damages. The aggregate liability of each party, whether under contract law, in tort (including negligence), or under any other legal theory, is limited to the total amount actually paid by the City to Contractor in the twelve (12) months prior to the event giving rise to a claim ("Cap"). This Cap does not apply to: (a) costs, losses, or damages asserted by third parties for destruction of tangible property, bodily injury, sickness, or death; or (b) gross negligence or willful misconduct.

SECTION XXXIX
TARIFF CHARGES

The prices set forth in this Contract are based on the tariff rates, duties, taxes, government charges and trade regulations in effect as of the date the price of the products and/or services subject to this Contract became binding on the parties. If, after such date, any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, taxes, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), then, notwithstanding any other terms and conditions to the contrary (including, without limitation, the applicable Incoterm), Contractor is entitled to request a price adjustment for the affected goods/services in an amount equivalent to the actual and recognized/realized increased costs and Contractor shall not be obligated to deliver the goods and/or services until an agreement on the new price has been reached. At the time of requesting a price increase under this Section, Contractor shall provide documentation showing that it is required to pay an increase and the amount of such increase.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA	XYLEM WATER SOLUTIONS USA, INC.
By: Caroline Sturgis	By: Eric Johnson
Purchasing Agent	Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me by [X] physical presence or [ ] online notarization, this 4th day of November, 2025 by Eric Johnson who is [X] personally known to me, or who has [ ] produced the following identification:
_____.

Signature of Notary Public

CHARLES A. JAAP, JR.
Commission # HH 422519
Expires July 17, 2027

Charles A. Jaap Jr
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires: July 17, 2027

NOTARY SEAL/STAMP

PSL Net Pricing / 2025

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3069.170

Type	Impeller	Hp	Outlet	List	10%	PSL Price
MP	252, 254, 256, 258	3.8	2"	$4,263.00	$426.30	$3,836.70
MP	256, 258	2.7	2"	$4,263.00	$426.30	$3,836.70
MP	254, 256, 258	3.1(1Ø)	2"	$4,263.00	$426.30	$3,836.70
MP	254, 256, 258	2.3(1Ø)	2"	$4,263.00	$426.30	$3,836.70

3085.060

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	462, 463	3	3"	$10,888.00	$1,088.80	$9,799.20
NP	463	2.2	2"	$9,479.00	$947.90	$8,531.10
NP	463	2.4(1Ø)	3"	$10,888.00	$1,088.80	$9,799.20
NP	255, 256	4	3"	$11,271.00	$1,127.10	$10,143.90
NP	453, 454, 455, 456	2.2	3"	$9,479.00	$947.90	$8,531.10
NP	453, 454, 455, 456	3	3"	$10,888.00	$1,088.80	$9,799.20

3085.172

Type	Impeller	Hp	Outlet	List	10%	PSL Price
MP	252, 257, 258, 259	4	1.5"	$7,248.00	$724.80	$6,523.20
MP	257, 258 (1Ø)	3(1Ø)	1.5"	$7,248.00	$724.80	$6,523.20

3102.060

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	422, 423	5	4" or 6"	$13,072.00	$1,307.20	$11,764.80
NP	462, 463, 464, 465	5	4"	$13,072.00	$1,307.20	$11,764.80
NP	464, 465	3.9(1Ø)	4"	$13,072.00	$1,307.20	$11,764.80
NP	256, 257	6.5	3"	$13,551.00	$1,355.10	$12,195.90
NP	455	5	3"	$13,072.00	$1,307.20	$11,764.80

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

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3127.060

Type	Impeller	Hp	Outlet	List	10%	PSL Price
NP	425, 426	10	6"	$18,623.00	$1,862.30	$16,760.70
NP	426	7.5	6"	$17,331.00	$1,733.10	$15,597.90
NP	426	7.5 (1Ø)	6"	$18,623.00	$1,862.30	$16,760.70
NP	437, 438, 439	10	4" or 6"	$18,623.00	$1,862.30	$16,760.70
NP	439	7.5	4" or 6"	$17,331.00	$1,733.10	$15,597.90
NP	439	7.5 (1Ø)	4" or 6"	$18,623.00	$1,862.30	$16,760.70
NP	487, 488, 489	10	4"	$18,623.00	$1,862.30	$16,760.70
NP	489	7.5	4"	$17,331.00	$1,733.10	$15,597.90
NP	489	7.5 (1Ø)	4"	$18,623.00	$1,862.30	$16,760.70
NP	247, 248, 249	11	3"	$20,713.00	$2,071.30	$18,641.70
NP	445, 446	10	3"	$18,623.00	$1,862.30	$16,760.70
NP	445, 446	7.5	3"	$17,331.00	$1,733.10	$15,597.90

3153.185

Type	*Impeller*	Hp	Outlet	List	10%	PSL Price
NP	461, 462, 463, 464, 465, 466	20	4"	$30,388.00	$3,038.80	$27,349.20
NP	463,464,465,466	15	4"	$28,761.00	$2,876.10	$25,884.90
NP	464, 465, 466	12	4"	$28,158.00	$2,815.80	$25,342.20
NP	413, 414, 415, 416	20	8"	$39,074.00	$3,907.40	$35,166.60
NP	414, 415, 416	15	8"	$36,618.00	$3,661.80	$32,956.20
NP	415, 416	12	8"	$34,910.00	$3,491.00	$31,419.00
NP	433, 434, 435, 436, 437	20	6"	$30,388.00	$3,038.80	$27,349.20
NP	435, 436, 437	15	6"	$28,761.00	$2,876.10	$25,884.90
NP	436, 437	12	6"	$28,158.00	$2,815.80	$25,342.20
NP	273, 274, 275, 276	23	3" or 4"	$33,107.00	$3,310.70	$29,796.30
NP	275,276	17	3" or 4"	$29,967.00	$2,996.70	$26,970.30
NP	622,623,624,625	15	10"	$36,618.00	$3,661.80	$32,956.20

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

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3171.185

Type	*Impeller*	Hp	Outlet	List	10%	PSL Price
NP	452, 453, 454, 455	30	4"	$45,894.00	$4,589.40	$41,304.60
NP	452, 453, 454, 455	34	4"	$47,631.00	$4,763.10	$42,867.90
NP	453, 454, 455	25	4"	$41,679.00	$4,167.90	$37,511.10
NP	433, 434, 435, 436, 437	30	6"	$46,522.00	$4,652.20	$41,869.80
NP	433, 434, 435, 436, 437	34	6"	$48,251.00	$4,825.10	$43,425.90
NP	435, 436, 437	25	6"	$41,679.00	$4,167.90	$37,511.10
NP	613, 614, 615	25	10"	$50,324.00	$5,032.40	$45,291.60
NP	274, 275, 277, 278	35	4"	$50,167.00	$5,016.70	$45,150.30

3202.185

Type	*Impeller*	Hp	Outlet	List	10%	PSL Price
NP	456, 458, 460, 462	70	6"	$80,533.00	$8,053.30	$72,479.70
NP	465, 466, 467, 468, 469	70	4"	$80,533.00	$8,053.30	$72,479.70
NP	456, 458, 460, 462	60	6"	$71,525.00	$7,152.50	$64,372.50
NP	465, 466, 467, 468, 469	60	4"	$71,525.00	$7,152.50	$64,372.50
NP	460, 462	45	6"	$54,251.00	$5,425.10	$48,825.90
NP	467, 468, 469	45	4"	$54,251.00	$5,425.10	$48,825.90
NP	640,641, 642, 643	60	8"	$82,944.00	$8,294.40	$74,649.60
NP	641, 642, 643	45	8"	$72,017.00	$7,201.70	$64,815.30
NP	642, 643	35	8"	$59,754.00	$5,975.40	$53,778.60
NP	614, 615, 616, 617, 618, 619	60	12"	$80,430.00	$8,043.00	$72,387.00
NP	616, 617, 618, 619	45	12"	$74,518.00	$7,451.80	$67,066.20
NP	618, 619	35	12"	$63,650.00	$6,365.00	$57,285.00
NP	275, 276	50	4"	$64,842.00	$6,484.20	$58,357.80
NP	273, 274, 275, 276	72	4"	$80,533.00	$8,053.30	$72,479.70

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

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Agenda Summary

2026-418

Agenda Date: 5/26/2026 **Agenda Item No.:** 8.a

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-40, an Ordinance Rezoning Approximately 0.28-Acres of Land Located at the Southeast Corner of SW Port St. Lucie Boulevard and SW Babbit Drive, from Single Family Residential (RS-2) Zoning District to General Commercial (CG) Zoning District, for Properties Legally Described as Port St. Lucie Section Thirty-Three, Block 2320, Lot 1 (P26-029).

Submitted By: Marissa Da Breo-Latchman, Environmental Planner II

Strategic Plan Link: N/A - Development Application

Executive Summary (General Business): The applicant, Del Toro Law, on behalf of property owner, Midway Specialty Care Center Inc., is requesting approval for the rezoning of a 0.28-acre parcel from Single-Family Residential (RS-2) to General Commercial (CG). The parcel is legally described as Lot 1, Block 2320, Port St. Lucie Section Thirty-Three, according to the plat thereof as recorded in Plat Book 15, Page 1, 1A-1V, of the Public Records of St. Lucie County, Florida, and is located at the southeast corner of SW Port St. Lucie Boulevard and SW Babbit Diver. The property has an assigned address of 4495 SW Port St. Lucie Boulevard.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the proposed rezoning as recommended by the Planning and Zoning Board.

Alternate Recommendations:

1. Move that the Council deny the rezoning and provide staff direction.

Background: On April 7th, 2026, the Planning and Zoning Board unanimously voted to recommend approval of the rezoning to the City Council.

The subject parcel and larger adjoining parcel to the south are owned by the same entity, Midway Specialty Care Center, Inc. The larger, 3.3-acre parcel is zoned General Commercial with an underlying General Commercial Future Land Use. The subject parcel is zoned Single-Family Residential (RS-2) with an underlying General Commercial Future Land Use. The requested rezoning will allow for the future development of the parcel in conjunction with the adjoining property.

Issues/Analysis: The parcel does not meet the minimum lot size of 20,000 SF per Sec. 158.124 (E) General Commercial (CG) Minimum Lot Requirements but is being combined with the adjacent 3.3- acre parcel under the same ownership. A Unity of Title for the two parcels has been submitted.

Financial Information: N/A

Special Consideration: N/A

Location of Project: 4495 SW Port St. Lucie Boulevard.

Business Impact Statement: N/A

Attachments: 1. Ordinance, 2. Staff Report, 3. Letter of Authorization, 4. Deed, 5. Application, 6. Staff Presentation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26098-03

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-40

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, REZONING APPROXIMATELY 0.28-ACRES OF LAND, LOCATED AT THE SOUTHEAST CORNER OF SW PORT ST. LUCIE BLVD. AND SW BABBIT DRIVE, FROM SINGLE-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT TO GENERAL COMMERCIAL (CG) ZONING DISTRICT, FOR PROPERTIES LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION THIRTY THREE, BLOCK 2320, LOT 1; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (P26-029).

WHEREAS, Del Toro Law, LLC, on behalf of Midway Specialty Care Center, Inc., the owner of the property, seeks to rezone approximately 0.28-acres of land located on the southeast corner of SW Port St. Lucie Boulevard and SW Babbit Drive, and within the City of Port St. Lucie, from Single-Family Residential (RS-2) Zoning District to the General Commercial (CG) Zoning District; and

WHEREAS, the proposed zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan and complies with the City's Code of Ordinances; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on April 7, 2026, to consider the rezoning application (P26-029), notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on May 11, 2026, to consider the rezoning application (P26-029)**,** advertising of the public hearing having been made; and

WHEREAS, the City Council has considered the rezoning application (P26-029) based on substantial and competent evidence and the City Council has determined to rezone the property legally described as Lot 1, Block 2320, Port St. Lucie Section Thirty Three, according to the plat

thereof as recorded in Plat Book 15, Page 1, 1A through 1V, of the Public Records of St. Lucie County, Florida, as provided herein.

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

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

Section 2. The property is located on the northwest corner of southeast corner of SW Port St. Lucie Boulevard and SW Babbit Drive, and legally described as Lot 1, Block 2320, Port St. Lucie Section Thirty Three, according to the plat thereof as recorded in Plat Book 15, Page 1, 1A through 1V, of the Public Records of St. Lucie County, Florida, is hereby rezoned from Single-Family Residential (RS-2) Zoning District to the General Commercial (CG) Zoning District.

Section 3. Conflict. If any ordinance, or parts of ordinances, or if any sections, or parts of sections, of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 26-40

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2026.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

BY:_____
Richard Berrios, City Attorney

Midway Specialty Care Center, Inc.
Rezoning
P26-029



SUMMARY

Applicant's Request:	To rezone the 0.28-acre subject property from Single-Family Residential (RS-2) to the General Commercial (CG) Zoning District.
Property Owners:	Midway Specialty Care Center, Inc.
Applicant:	Del Toro Law
Location:	Southeast corner of SW Port St. Lucie Blvd and SW Babbit Dr
Address:	4495 SW Port St. Lucie Blvd
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description

The applicant, Del Toro Law., on behalf of property owner, Midway Specialty Care Center Inc., is requesting approval for the rezoning of a 0.28-acre parcel from Single-Family Residential (RS-2) to General Commercial (CG). The parcel is legally described as Port St. Lucie Section 33, Block 2320, Lot 1 and is located at the southeast corner of SW Port St. Lucie Boulevard and SW Babbit Dr. The property has an assigned address of 4495 SW Port St. Lucie Boulevard.

The property has a future land use designation of General Commercial (CG) which is compatible with the proposed General Commercial (CG) zoning district.

Background

The subject parcel and larger adjoining parcel to the south are owned by the same entity, Midway Specialty Care Center, Inc. The larger, 3.3-acre parcel is zoned General Commercial with an underlying General Commercial Future Land Use. The subject parcel is zoned Single-Family Residential (RS-2) with an underling General Commercial Future Land Use. The requested rezoning will rectify the incompatibility of the zoning and future land use on the subject parcel and will provide consistency between both parcels to allow for the future development of a medical office building.

Public Notice Requirements

Public notice was mailed to owners within 750 feet of the subject property on March 20th, 2026 for the April 7th, 2026, Planning & Zoning Board meeting.

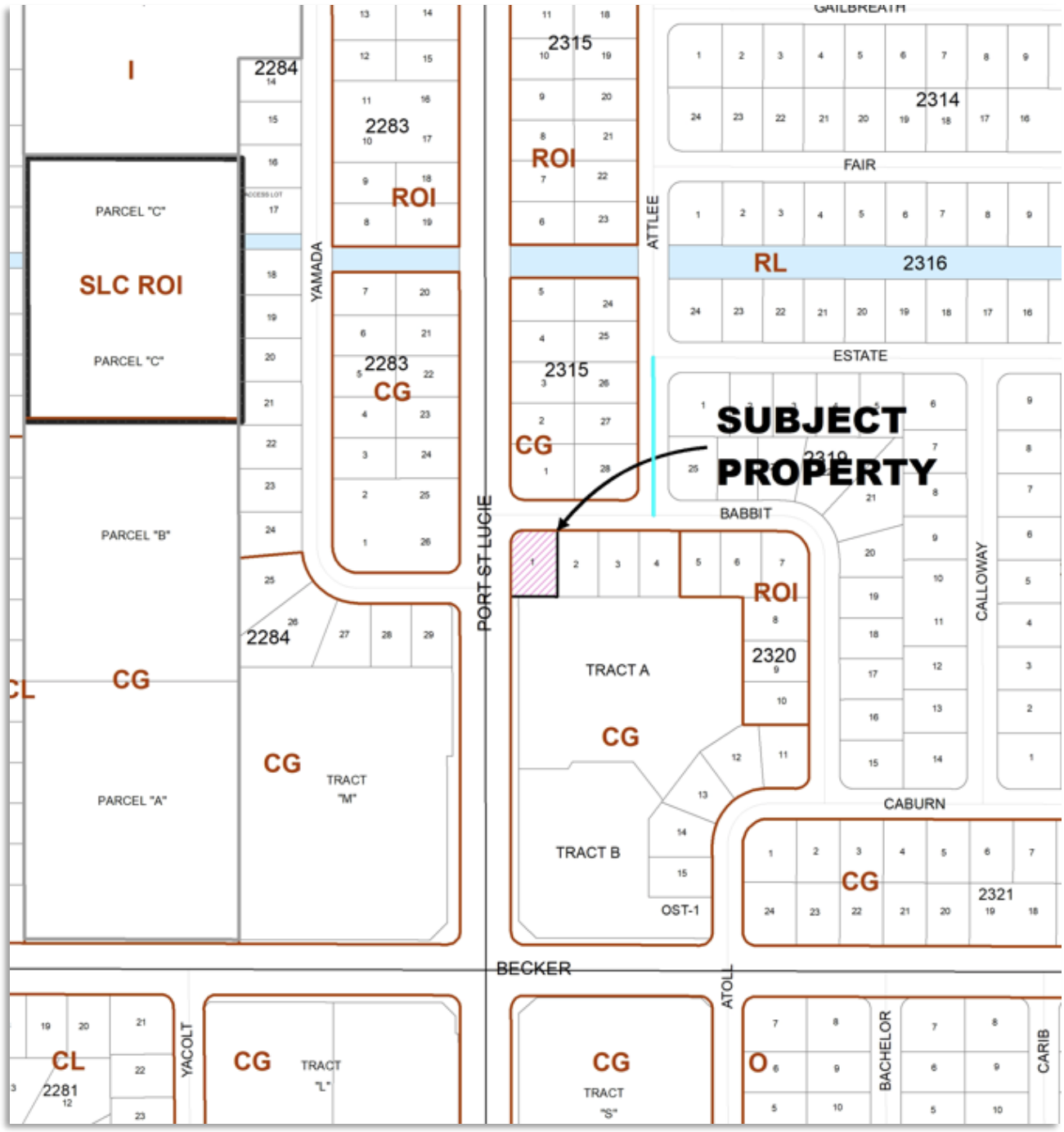
Location and Site Information

Parcel Number(s):	3420-660-3413-000-6
Property Size:	0.28 acres
Legal Description:	Port St. Lucie Section 33, Block 2320, Lots 1 (Map 44/31S) (OR 818-677)
Future Land Use:	General Commercial (CG)
Existing Zoning:	Single Family Residential (RS-2)
Existing Use:	Vacant lot
Requested Zoning:	General Commercial (CG)
Proposed Use:	TBD

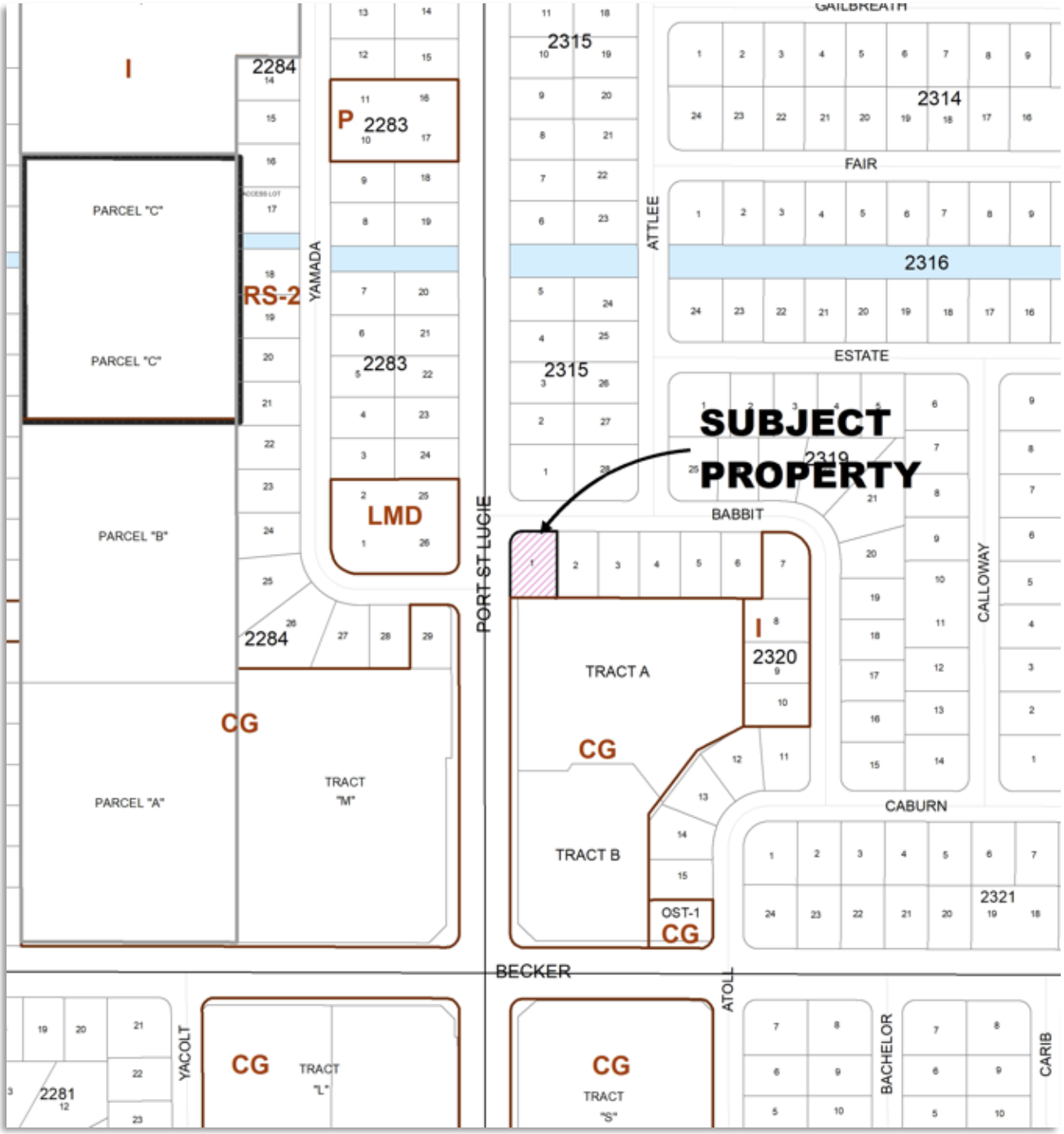
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	CG	RS-2	Vacant land, Single-family Residential
South	CG	CG	Vacant Land
East	CG	RS-2	Single-family Residential
West	CG	RS-2, LMD	Multi-family development, vacant land, Single-family Residential

CG - General Commercial, LMD-Limited Mixed Use, RS-2 - Single-Family Residential



FUTURE LAND USE MAP



EXISTING ZONING MAP

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency (Policies 1.1.4.2 and 1.1.4.13): Policy 1.1.4.2 of the Future Land Use Element states the City shall provide the CG Future Land Use Designation to accommodate general retail sales and services with restrictions on heavy vehicular sales, services, wholesale, warehouse uses, outdoor storage, or other nuisance uses. The proposed rezoning is consistent with Policy 1.1.4.13 in which the General Commercial (CG) zoning district is listed as a compatible zoning district under the General Commercial (CG) future land use classification.

FUTURE LAND USE CLASSIFICATION	COMPATIBLE ZONING DISTRICT(S)
General Commercial (CG)	CN, **CG**, P, GU, LMD

ZONING REVIEW

***Applicant's Justification Statement*:** The applicant requests the rezoning to make both parcels consistent to allow for unity of title and future development.

***Staff Analysis*:** The current RS-2 does not support commercial development and is incompatible with the underlying CG Future Land Use. The proposed rezoning to CG will eliminate the inconsistency and provide the property owner with parcels that have uniformed zoning to enable future development.

The parcel does not meet the minimum lot size of 20,000 SF per Sec. 158.124 (E) General Commercial (CG) Minimum Lot Requirements but does when combined with the adjacent lot under the same ownership. The parcel will require a Unity of Title with the adjacent parcel prior to this application being reviewed by the City Council.

ENVIRONMENTAL REVIEW

The site is vacant but surrounded by developed parcels to the north, east and west. Parcels south to Becker Road are vacant. Development plans are in review for the parcels to the southwest across Port St. Lucie Boulevard.

RELATED PROJECTS

None.

STAFF RECOMMENDATION

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

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

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

LETTER OF AUTHORIZATION

Owner: Midway Specialty Care Center, Inc.

City of Port St. Lucie

Planning & Zoning Department

121 SW Port St. Lucie Blvd.

Port St. Lucie, FL 34984

To Whom It May Concern:

This letter serves as formal authorization that Midway Specialty Care Center, Inc., hereby designates Del Toro Law as its authorized agent and representative.

Del Toro Law is authorized to act on behalf of Midway Specialty Care Center, Inc. in connection with all matters related to the rezoning application and Unity of Title, including, but not limited to:

- Communicating with the City of Port St. Lucie and its departments
- Preparing, executing, and submitting applications and supporting documents
- Responding to requests for additional information
- Attending and presenting at public hearings and meetings, including Planning & Zoning and City Council
- Executing documents necessary for processing the application

This authorization shall remain in full force and effect until completion of the rezoning and Unity of Title process, unless revoked in writing by Midway Specialty Care Center, Inc.

Sincerely,

Kathryn E Hayden - CFO

Authorized Representative

Midway Specialty Care Center, Inc.

Name: KATHRYN E HAYDEN

Title: CHIEF FINANCIAL OFFICER

STATE OF FLORIDA

COUNTY OF St Lucie

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23 day of March, 2026 by Kathryn Hayden as CFO of Midway Specialty Care Center, Inc., who is personally known to me or has produced _____ as identification.

Bethany Sue Harris

Notary Public, State of Florida

Print Name: Bethany Sue Harris

Commission No.: HH 691022

My Commission Expires: 6/30/2029

BETHANY SUE HARRIS
Notary Public-State of Florida
Commission # HH 691022
My Commission Expires
June 30, 2029

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5555854 OR BOOK 5400 PAGE 653, Recorded 12/01/2025 09:15:12 AM Doc Tax: $945.00

This Instrument Prepared by:
Courtney Ellert
Del Toro Law
514 South Colorado Avenue
Stuart, FL 34994

After Recording Return to:
Midway Specialty Care Center Inc.
3255 South US Highway 1
Fort Pierce, FL 34982

Parcel Identification Number:
3420-660-3413-000-6

(Space Above This Line For Recording Data)

Special Warranty Deed

THIS SPECIAL WARRANTY DEED (this "**Deed**") is made as of this **21st day of November, 2025** between **Creative Realty Management Inc., a Florida Corporation**, whose mailing address is **PO BOX 8135, Port St. Lucie, FL 34953** ("**Grantor**") to, **Midway Specialty Care Center Inc., a Florida Corporation** , whose mailing address is **3255 South US Highway 1, Fort Pierce, FL 34982** ("**Grantee**").

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell and convey to Grantee, and Grantee's successors and assigns forever, all the right, title, and interest in and to that certain real property (the "**Property**") located and situated in **St. Lucie** County, Florida and fully described as follows:

Lot 1, Section 33 in Block 2320, PORT ST. LUCIE according to the plat thereof as recorded in Plat Book 15, Page 1, 1A-1V, of Public Records of Saint Lucie County, Florida.

TOGETHER with all improvements, easements, tenements, hereditaments and appurtenances belonging to or in any way appertaining to the Property.

SUBJECT to taxes for 2025 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, without intention of creation or reimposing same.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but none other.

IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the date first written above.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Frederick Couri
P.O. Address: 756 SW Monsoon rd
Port St lucie, Fl, 34953

Creative Realty Management Inc., a Florida Corporation

By: Louise Pine-Flanzbaum, Pres
Louise Pine-Flanzbaum, President

Witness
Printed Name: Elicar fernandez
P.O. Address: 4009 N UNIVERSITY DR
APT 6209, SUNRISE, Fl, 33351

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (X) physical presence or (__) online notarization, this 19th day of November, 2025, by Louise Pine-Flanzbaum, President of Creative Realty Management Inc., a FL Corporation, on behalf of the corporation, (__) who is/are personally known to me or (X) who has/have produced Florida ID as identification.

Signature of Notary Public

Frederick Couri
Print, Type/Stamp Name of Notary

FREDERICK COURI
Notary Public-State of Florida
Commission # HH 481044
My Commission Expires
January 15, 2028

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Courtney@deltoro.law

PROPERTY OWNER:

Name: Midway Specialty Care Center Inc.

Address: 3255 South US Highway 1, Fort Pierce, FL 34982

Telephone No.: (772) 742-9276 Email "Kathryn Hayden" <khayden@midwaycare.org>

AGENT OF OWNER (if any)

Name: Del Toro Law - Peter Del Toro | Courtney Ellert

Address: 525 SW Camden Ave Stuart FL 34994

Telephone No.: 772-444-0101 Email Courtney@deltoro.law

PROPERTY INFORMATION

Legal Description: 4495 SW PORT ST LUCIE BLVD - PORT ST LUCIE-SECTION 33- BLK 2320 LOT 1 (MAP 44/31S) (OR 818-677
(Include Plat Book and Page)

Parcel I.D. Number: 3420-660-3413-000-6

Current Zoning: Vac Residential

Proposed Zoning: Commercial

Future Land Use Designation: _____ Acreage of Property: 0.28

Reason for Rezoning Request: ~~Unity of title needs to be completed once zoning change is completed~~
Re-zoning is required to make both parcels consistent to allow for unity of title and future development. CE

Kathryn E Hayden
*Signature of Owner

KATHRYN E HAYDEN
Hand Print Name

1-27-2026
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

02/26/20

CITY OF
PORT ST. LUCIE
HEART OF THE TREASURE COAST

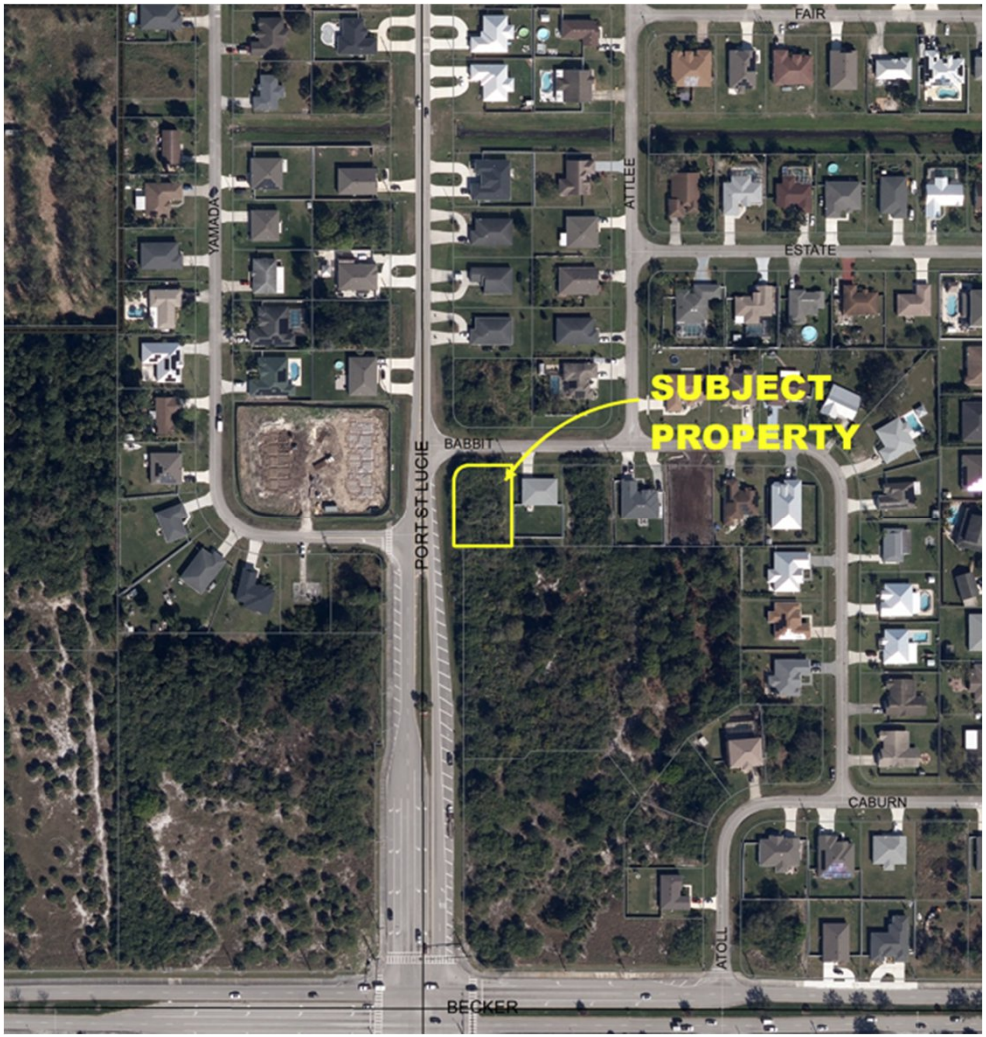
Midway Specialty Care Center, Inc.-Rezoning
Project No. P26-029

City Council Meeting
May 11, 2026
Marissa Da Breo-Latchman, Environmental Planner II

Request Summary

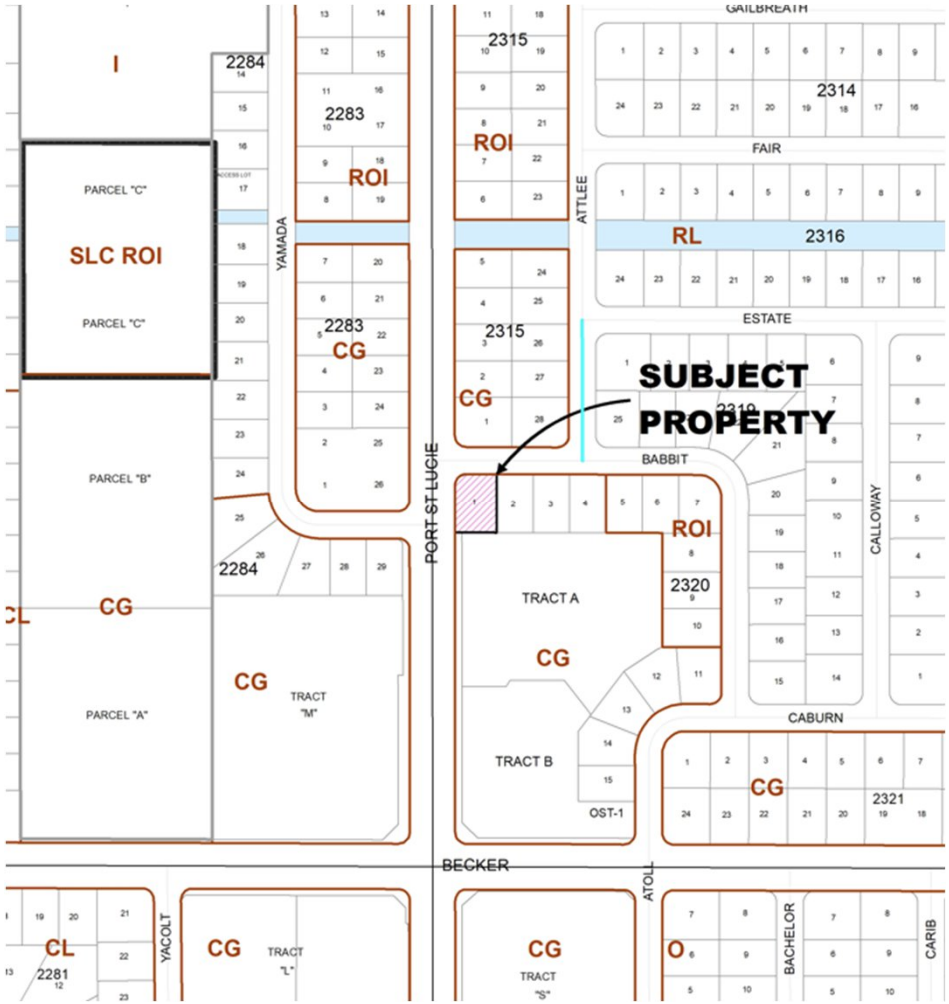
Applicant's Request:	The applicant requests to rezone the subject property from Single-Family Residential (RS-2) to General Commercial (CG) Zoning District to be consistent with the City's Comprehensive Plan and Future Land Use map and the adjoining property, under the same ownership.
Applicant:	Del Toro Law
Property Owner:	Midway Specialty Care Center, Inc.
Location:	The parcel is located at the southeast corner of SW Port St. Lucie Boulevard and SW Babbit Drive.

Aerial Photograph



Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Vacant land, Single-family Residential	CG	RS-2
South	Vacant Land	CG	CG
East	Single-family Residential	CG	RS-2
West	Multi-family development, vacant land, Single-family Residential	CG	RS-2, LMD



Impacts and Findings

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

Policy 1.1.4.13 Future Land Use	
Future Land Use Classification	Compatible Zoning District
General Commercial (CG)	CN, CG, P, GU, LMD

- The proposed rezoning to General Commercial (CG) zoning district is compatible with the General Commercial (CG) future land use classification.

- The parcel does not meet the minimum lot size of 20,000 SF per Sec. 158.124 (E) General Commercial (CG) Minimum Lot Requirements but does when combined with the adjacent parcel under the same ownership. A Unity of Title for the two parcels has been submitted.

Recommendation

The Planning and Zoning Board recommended approval of the rezoning at their April 7th meeting.

Agenda Summary

2026-397

Agenda Date: 5/26/2026 **Agenda Item No.:** 8.b

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-41, an Ordinance Authorizing the Conveyance of Three (3) Residential Real Property Lots to St. Lucie Habitat for Humanity CHDO, INC. A Florida Not for Profit Corporation, for the Development of Affordable Homeownership Units as part of the Home Investment Partnership Program with St. Lucie County.

Submitted By: Carmen A. Capezzuto, Director of the Neighborhood Services Department

Strategic Plan Link: The City's Vision to support opportunities for all people to thrive.

Executive Summary (General Business): The proposed ordinance facilitates the conveyance of three (3) Residential Real Property Lots to St. Lucie Habitat for Humanity CHDO, INC. a Florida Not for Profit Corporation, for the Development of Affordable Homeownership Units as part of the Home Investment Partnership Program with St. Lucie County.

Presentation Information: Staff will be available to answer questions.

Staff Recommendation: Move that the Council approve the ordinance authorizing the conveyance of three (3) residential real property lots to St. Lucie County Habitat for Humanity CHDO, Inc., a Florida not for profit corporation.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the ordinance authorizing the conveyance of three residential real property lots to St. Lucie Habitat for Humanity CHDO, Inc.
2. Move that the Council not approve the ordinance and provide staff with direction.

Background: The HOME Investment Partnerships Program (HOME) requires participating jurisdictions to reserve a minimum of fifteen percent (15%) of their annual HOME allocation for housing activities undertaken by qualified Community Housing Development Organizations (CHDOs). The St. Lucie HOME Consortium, comprised of St. Lucie County, Martin County, Indian River County, the City of Port St. Lucie, the Village of Indiantown, and the City of Fellsmere, administers HOME funds in accordance with federal regulations at 24 CFR Part 92. St. Lucie County is the lead entity. In September 2025, the Consortium issued Request for Proposal (RFP) No. 25-084 to solicit proposals from qualified and certifiable CHDOs to undertake the development of affordable single-family homes for homeownership by income-eligible households. Following evaluation by the selection committee and subsequent Board approval to negotiate with the highest ranked proposer, St. Lucie Habitat for Humanity CHDO, Inc. was identified to move forward with project development

activities. Federal HOME regulations require participating jurisdictions to execute written agreements defining both the organizational responsibilities of the CHDO and the specific terms under which HOME funds will be provided for individual projects. Through a partnership with St. Lucie County, three of the project sites will be provided by the City for the development of affordable homeownership units. The projects proposed under this agreement include the following properties: Property Address Jurisdiction Proposed HOME Investment: 636 SW Curry Street Port St. Lucie $314,380.00; 1050 SE Lansdowne Avenue Port St. Lucie $314,380.00; and 401 SW Duval Avenue Port St. Lucie $339,075.00 of these agreements will allow the HOME Consortium to meet federal CHDO set-aside requirements while supporting the development of affordable homeownership opportunities.

Issues/Analysis: This project was previously approved by the City Council on May 15, 2025 wherein the City Council authorized staff to partner with St. Lucie County on a Request for Proposals (RFP) for this project. As a result of the RFP, the future homes will remain in Habitat for Humanity's Land Trust to ensure permanent affordability.

Financial Information: Construction of these homes will facilitate the County's expenditure of $967,835 of HOME funds that are required to be spent in Port St Lucie.

Special Consideration: These three lots were previously escheated to the City by St. Lucie County and serve no other practical use other than affordable housing.

Location of Project: 636 SW Curry Street; 1050 SE Lansdowne Avenue; and 401 SW Duval Avenue

Business Impact Statement: Yes

Attachments:

1. Ordinance 26-41
2. Exhibit A to Ordinance - Deed

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26028-03

Legal Sufficiency Review:
Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-41

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CONVEYANCE OF THREE (3) RESIDENTIAL REAL PROPERTY LOTS TO ST. LUCIE HABITAT FOR HUMANITY CHDO, INC., A FLORIDA NOT FOR PROFIT CORPORATION, FOR THE DEVELOPMENT OF AFFORDABLE HOMEOWNERSHIP UNITS AS PART OF THE HOME INVESTMENT PARTNERSHIP PROGRAM WITH ST. LUCIE COUNTY; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") is the owner in fee simple of those certain residential real property lots described as: (1) Lot 17, Block 132, Port St. Lucie Section Twenty-Seven, according to the plat thereof, as recorded in Plat Book 14, Pages 5, 5A through 5I, of the Public Records of St. Lucie County, Florida; (2) Lot 19, Block 501, Port St. Lucie Section Ten, according to the plat thereof, as recorded in Plat Book 12, Pages 49, 49A through 49 G, of the Public Records of St. Lucie County, Florida; and (3) Lot 14, Block 152, Port St. Lucie Section Four, according to the plat thereof, as recorded in Plat Book 12, Pages 14, 14A through 14G, of the Public Records of St. Lucie County, Florida (collectively, the "City Lots"); and

WHEREAS, the City has determined that the City Lots are not needed for any particular project and has dedicated the City Lots to the City's Neighborhood Services Department for an affordable housing project; and

WHEREAS, on May 15, 2025, the City Council authorized a partnership with St. Lucie County wherein the County initiated a competitive solicitation for the construction of three (3) affordable single-family homeownership units within the City; and

WHEREAS, on April 7, 2026, the St. Lucie County Board of County Commissioners approved a project-specific HOME Agreement with St. Lucie Habitat for Humanity CHDO, Inc., a Florida not for profit corporation ("Habitat for Humanity"), for the development of the HOME-Assisted Homeownership Units; and

WHEREAS, the City desires to convey the City Lots to Habitat for Humanity for the development of affordable homeownership opportunities within the City, subject to a reverter provision contained in the Quit Claim Deed conveying the City Lots which is attached hereto and incorporated herein as Exhibit "A".

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Authorization. The City Council hereby authorizes the conveyance of the City Lots, subject to the reverter provision, to Habitat for Humanity as set forth in the Quit Claim Deed.

Section 3. Execution. The City Council further authorizes the City Manager or his designee to execute the Quit Claim Deed in substantially the same form as attached hereto as Exhibit "A" and any other documents necessary to accomplish the conveyance and the purposes set forth in this Ordinance.

Section 4. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

Prepared by and return to:

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ___ day of _____ 2026, between the **City of Port St. Lucie, a Florida municipal corporation** ("Grantor") whose address is 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, and **St. Lucie Habitat for Humanity CHDO, Inc. a Florida not for profit corporation** ("Grantee") whose address is 702 S. 6th Street, Fort Pierce, FL 34950.

WITNESSETH, that the Grantor, for and in consideration of the sum of ----------TEN & NO/100 ($10.00)----------DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee's successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

Lot 17, Block 132, Port St. Lucie Section Twenty-Seven, according to the plat thereof, as recorded in Plat Book 14, Pages 5, 5A through 5I, of the Public Records of St. Lucie County, Florida;

Lot 19, Block 501, Port St. Lucie Section Ten, according to the plat thereof, as recorded in Plat Book 12, Pages 49, 49A through 49 G, of the Public Records of St. Lucie County, Florida; and

Lot 14, Block 152, Port St. Lucie Section Four, according to the plat thereof, as recorded in Plat Book 12, Pages 14, 14A through 14G, of the Public Records of St. Lucie County, Florida (collectively, the "Property").

TO HAVE AND TO HOLD the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

GRANTOR HEREBY provides that this conveyance is expressly made on the following condition: Grantee shall cause the substantial completion of the construction of a single-family residential dwelling on the Property, in material compliance with St. Lucie County Request for Proposal 25-084, applicable laws and permits, within three (3) years after the date of this Deed (the "Completion Deadline"). For purposes of this provision, "substantial completion" means that the dwelling is sufficiently complete so that it may be lawfully occupied for its intended residential use, as evidenced by a certificate of occupancy or equivalent authorization by the applicable governmental authority.

If substantial completion has not occurred on or before the Completion Deadline, then, without the necessity of any further action, notice, or demand, fee simple title to the Property, together with all improvements and appurtenances thereon, shall automatically revert to Grantor or Grantor's successors and assigns, and Grantee's estate and all right, title, and interest in and to the Property shall automatically terminate.

Upon occurrence of the automatic reverter described above, Grantor or Grantor's successors and assigns, may execute and record in the public records for St. Lucie County, Florida, an affidavit and/or notice of reversion confirming that the condition has failed and that title has reverted, which instrument shall serve to provide record notice of the reversion; however, such recordation shall be evidentiary only and is not a prerequisite to the vesting of title in Grantor by operation of this provision.

The condition and reverter set forth herein are covenants running with the land and are binding upon Grantee and Grantee's successors, and assigns, and shall inure to the benefit of Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

_____
Witness #2 Signature

_____
Witness #2 Printed Name

Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

_____
Jesus Merejo, City Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by **Jesus Merejo, City Manager of the City of Port St. Lucie,** who is personally known to me.

SEAL

_____
Notary Signature
My Commission Expires:

_____
Print Name

Agenda Summary

2026-411

Agenda Date: 5/26/2026 **Agenda Item No.:** 8.c

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-42, Authorizing the Conveyance of an Easement to Florida Power and Light Company for City owned Property (Tradition Regional Park) Located at 13120 SW Tradition Parkway

Submitted By: Zakariya M. Sherman, Acting Facilities Maintenance Director, Facilities Maintenance Department

Strategic Plan Link: The City's Goal to Enjoy Culture, Nature and Recreation.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Zakariya M. Sherman, Acting Facilities Maintenance Director, Facilities Maintenance Department
2. Parties: City of Port St. Lucie and Florida Power and Light Company (FPL)
3. Purpose: To authorize the City to grant a utility easement to Florida Power & Light Company (FPL) to provide electrical service to Tradition Regional Park.
4. New/Renewal/Modified: New
5. Duration: In perpetuity.
6. Benefits to Port St. Lucie: This easement allows FPL to install and maintain electrical infrastructure to serve Tradition Regional Park, supporting park operations and ensuring reliable utility service.
7. Cost to Port St. Lucie (Annual and Potential): There is no cost to the City for the conveyance of this easement.

Presentation Information: Staff is available to answer questions.

Staff Recommendation: Move that the Council approve Ordinance 26-42, authoring the Mayor or her designee to execute the easement for FPL.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Ordinance 26-42, authoring the Mayor or her designee to execute the easement for FPL.
2. Move that the Council not approve Ordinance 26-42 and provide staff with direction.

Background: The City owns Tract A of Tradition Regional Park, as recorded in Plat Book 100, Pages 20 through 31, Public Records of St. Lucie County. As part of the development of the park, electrical service is required.

Florida Power & Light Company (FPL) requested a utility easement over a portion of the property to install and maintain underground electrical infrastructure. The easement area is described in Exhibit "A," prepared by Caulfield & Wheeler, Inc. The sketch and legal description were reviewed and approved by the City Surveyor, Thomas P. Kiernan, P.S.M., on April 20, 2026.

Issues/Analysis: Approval of this ordinance will allow FPL to install and maintain electrical infrastructure necessary to serve Tradition Regional Park. No adverse impacts to private businesses or surrounding properties are anticipated.

Financial Information: There is no direct cost to the City associated with the granting of this easement. No budget appropriation is required.

Special Consideration: Timely approval is needed to allow Florida Power & Light Company (FPL) to proceed with installation of electrical infrastructure necessary to support the development of Tradition Regional Park.

Location of Project: Tradition Regional Park, 13120 SW Tradition Parkway, Port St. Lucie, Florida.

Attachments:

1. Ordinance; and
2. FPL Easement and its Exhibits

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: Legal Intake # 26108-01

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE MAYOR OF THE CITY OF PORT ST. LUCIE TO GRANT A UTILITY EASEMENT TO FLORIDA POWER & LIGHT COMPANY FOR A PORTION OF TRACT A, TRADITION REGIONAL PARK, ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie (the "City") owns the real property lying on Tract A, Tradition Regional Park, according to the plat thereof as recorded in Plat Book 100, Pages 20 through 31, of the Public Records of St. Lucie County, Florida (the "Property"); and

WHEREAS, the Property is being developed as Tradition Regional Park (the "Project"); and

WHEREAS, as part of the Project, the City requires power provided by Florida Power & Light Company ("FPL"); and

WHEREAS, in exchange for FPL services to the Property for the Project, FPL has requested that the City grant an easement over a portion of the Property in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference (the "Easement"); and

WHEREAS, the City Council has determined that this conveyance serves a municipal purpose,

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

Section 1. Recitals. The Recitals and Exhibit A are hereby incorporated into and adopted as forming the intent and purpose of this Ordinance.

Section 2. Authorization. The Mayor or her designee is hereby authorized and directed to execute the Easement and any related documents.

Section 3. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its final adoption after second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida this ___ day of _____ 20_____.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

EXHIBIT "A"

DESCRIPTION:

BEING A PORTION OF TRACT A, "TRADITION REGIONAL PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 20 THROUGH 31, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF AFORESAID TRACT A, THENCE NORTH 78°57'39" WEST, A DISTANCE OF 12.55 FEET TO THE POINT OF BEGINNING; THENCE S.80°02'11"W., A DISTANCE OF 696.09 FEET; THENCE S.66°32'23"W., A DISTANCE OF 71.22 FEET; THENCE N.32°01'14"W., A DISTANCE OF 184.78 FEET; THENCE N.44°18'02"W., A DISTANCE OF 131.43 FEET; THENCE N.18°40'58"W., A DISTANCE OF 280.38 FEET; THENCE N.09°05'50"W., A DISTANCE OF 95.07 FEET; THENCE N.21°41'43"E., A DISTANCE OF 161.89 FEET; THENCE N.37°50'26"W., A DISTANCE OF 243.88 FEET; THENCE N.11°09'07"E., A DISTANCE OF 8.63 FEET; THENCE N.26°47'26"E., A DISTANCE OF 77.85 FEET; THENCE N.14°23'50"W., A DISTANCE OF 15.19 FEET; THENCE N.26°47'26"E., A DISTANCE OF 21.21 FEET; THENCE N.63°42'19"E., A DISTANCE OF 16.65 FEET; THENCE N.26°47'26"E., A DISTANCE OF 59.08 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES N.80°32'18"W., A RADIAL DISTANCE OF 82.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 86°31'14", A DISTANCE OF 124.17 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.64°38'17"W., A DISTANCE OF 50.42 FEET; THENCE N.22°33'24"E., A DISTANCE OF 246.04 FEET; THENCE N.63°54'02"W., A DISTANCE OF 55.71 FEET; THENCE S.25°10'30"W., A DISTANCE OF 45.93 FEET; THENCE N.65°20'45"W., A DISTANCE OF 242.36 FEET; THENCE N.82°56'18"W., A DISTANCE OF 68.35 FEET; THENCE S.24°39'15"W., A DISTANCE OF 2.34 FEET; THENCE N.65°20'45"W., A DISTANCE OF 15.00 FEET; THENCE N.24°39'15"E., A DISTANCE OF 15.00 FEET; THENCE S.65°20'45"E., A DISTANCE OF 15.00 FEET; THENCE S.24°39'15"W., A DISTANCE OF 2.17 FEET; THENCE S.82°56'18"E., A DISTANCE OF 66.73 FEET; THENCE S.65°20'45"E., A DISTANCE OF 233.99 FEET; THENCE N.25°10'30"E., A DISTANCE OF 35.72 FEET; THENCE N.65°20'45"W., A DISTANCE OF 2.42 FEET; THENCE N.24°39'15"E., A DISTANCE OF 15.00 FEET; THENCE S.65°20'45"E., A DISTANCE OF 15.00 FEET; THENCE S.24°39'15"W., A DISTANCE OF 4.86 FEET; THENCE S.63°54'02"E., A DISTANCE OF 63.53 FEET; THENCE S.43°25'57"E., A DISTANCE OF 54.20 FEET; THENCE S.59°57'29"E., A DISTANCE OF 231.39 FEET; THENCE S.28°11'05"E., A DISTANCE OF 36.26 FEET; THENCE N.62°11'24"E., A DISTANCE OF 2.36 FEET; THENCE S.27°48'36"E., A DISTANCE OF 20.00 FEET; THENCE S.62°11'24"W., A DISTANCE OF 2.23 FEET; THENCE S.28°10'31"E., A DISTANCE OF 10.39 FEET; THENCE S.15°44'39"W., A DISTANCE OF 46.30 FEET; THENCE S.55°46'34"E., A DISTANCE OF 157.58 FEET; THENCE S.84°08'35"E., A DISTANCE OF 110.12 FEET; THENCE N.05°51'25"E., A DISTANCE OF 2.06 FEET; THENCE S.84°08'35"E., A DISTANCE OF 2.35 FEET; THENCE N.04°09'50"E., A DISTANCE OF 100.30 FEET; THENCE N.65°20'45"W., A DISTANCE OF 5.78 FEET; THENCE N.24°39'15"E., A DISTANCE OF 15.00 FEET; THENCE S.65°20'45"E., A DISTANCE OF 15.00 FEET; THENCE S.24°39'15"W., A DISTANCE OF 11.11 FEET; THENCE S.04°09'50"W., A DISTANCE OF 101.02 FEET; THENCE S.84°08'35"E., A DISTANCE OF 2.65 FEET; THENCE S.05°51'25"W., A DISTANCE OF 2.06 FEET; THENCE S.84°08'35"E., A DISTANCE OF 204.22 FEET; THENCE N.89°40'36"E., A DISTANCE OF 82.86 FEET; THENCE N.82°18'26"E., A DISTANCE OF 36.60 FEET; THENCE N.71°03'26"E., A DISTANCE OF 68.99 FEET; THENCE N.21°53'44"E., A DISTANCE OF 53.28 FEET; THENCE N.05°39'44"W., A DISTANCE OF 6.62 FEET; THENCE S.70°15'42"W., A DISTANCE OF 0.52 FEET; THENCE N.19°44'18"W., A DISTANCE OF 15.00 FEET; THENCE N.70°15'42"E., A DISTANCE OF 15.00 FEET; THENCE S.19°44'18"E., A DISTANCE OF 15.00 FEET; THENCE S.70°15'42"W., A DISTANCE OF 4.17 FEET; THENCE S.05°39'44"E., A DISTANCE OF 11.58 FEET; THENCE S.21°53'44"W., A DISTANCE OF 60.31 FEET; THENCE S.71°03'26"W., A DISTANCE OF 74.55 FEET; THENCE S.82°18'26"W., A DISTANCE OF 38.23 FEET; THENCE S.89°40'36"W., A DISTANCE OF 84.05 FEET; THENCE N.84°08'35"W., A DISTANCE OF 204.76 FEET; THENCE S.05°51'25"W., A DISTANCE OF 2.94 FEET; THENCE N.84°08'35"W., A DISTANCE OF 15.00 FEET; THENCE N.05°51'25"E., A DISTANCE OF 2.94 FEET; THENCE N.84°08'35"W., A DISTANCE OF 112.65 FEET; THENCE N.55°46'34"W., A DISTANCE OF 167.31 FEET; THENCE N.15°44'39"E., A DISTANCE OF 49.47 FEET; THENCE N.28°10'31"W., A DISTANCE OF 6.42 FEET; THENCE S.62°11'24"W., A DISTANCE OF 2.77 FEET; THENCE N.27°48'36"W., A DISTANCE OF 20.00 FEET; THENCE N.62°11'24"E., A DISTANCE OF 2.64 FEET; THENCE N.28°10'31"W., A DISTANCE OF 33.34 FEET; THENCE N.59°57'29"W., A DISTANCE OF 230.00 FEET; THENCE N.43°25'57"W., A DISTANCE OF 52.01 FEET; THENCE S.22°33'24"W., A DISTANCE OF 235.25 FEET;

DESCRIPTION CONTINUED ON NEXT SHEET...

THIS IS NOT A SURVEY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING – LAND PLANNING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

TRADITION REGIONAL PARK
FLORIDA POWER & LIGHT EASEMENT
SKETCH AND DESCRIPTION

DAVID P. LINDLEY CERTIFICATE No 5005 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by David Lindley
Date: 2026.02.17 14:01:17 -05'00'
Adobe Acrobat version: 2025.001.21208

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	02/11/2026
DRAWN BY	SLD
F.B./ PG.	N/A
SCALE	NONE
JOB#	9667TRP-FF

EXHIBIT "A"

...CONTINUED DESCRIPTION:

THENCE S.64°38'17"E., A DISTANCE OF 39.85 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.13°38'10"W., A RADIAL DISTANCE OF 92.22 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 86°47'55", A DISTANCE OF 139.71 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, S.26°47'26"W., A DISTANCE OF 63.90 FEET; THENCE S.63°42'19"W., A DISTANCE OF 16.65 FEET; THENCE S.26°47'26"W., A DISTANCE OF 14.12 FEET; THENCE S.14°23'50"E., A DISTANCE OF 15.19 FEET; THENCE S.26°47'26"W., A DISTANCE OF 80.23 FEET; THENCE S.11°09'07"W., A DISTANCE OF 2.70 FEET; THENCE S.37°50'26"E., A DISTANCE OF 245.05 FEET; THENCE S.21°41'43"W., A DISTANCE OF 164.85 FEET; THENCE S.09°05'50"E., A DISTANCE OF 91.48 FEET; THENCE S.18°40'58"E., A DISTANCE OF 61.05 FEET; THENCE N.81°44'47"E., A DISTANCE OF 168.66 FEET; THENCE S.10°15'04"E., A DISTANCE OF 15.00 FEET; THENCE S.79°59'07"W., A DISTANCE OF 15.00 FEET; THENCE N.10°15'04"W., A DISTANCE OF 5.46 FEET; THENCE S.81°44'47"W., A DISTANCE OF 152.16 FEET; THENCE S.18°40'58"E., A DISTANCE OF 206.05 FEET; THENCE S.44°18'02"E., A DISTANCE OF 130.23 FEET; THENCE S.32°01'14"E., A DISTANCE OF 177.25 FEET; THENCE N.66°32'23"E., A DISTANCE OF 63.80 FEET; THENCE N.80°02'11"E., A DISTANCE OF 687.50 FEET; THENCE N.08°38'33"W., A DISTANCE OF 208.54 FEET; THENCE S.80°32'27"W., A DISTANCE OF 68.15 FEET; THENCE S.09°06'05"E., A DISTANCE OF 4.30 FEET; THENCE S.80°53'57"W., A DISTANCE OF 15.00 FEET; THENCE N.09°06'03"W., A DISTANCE OF 25.00 FEET; THENCE N.80°53'57"E., A DISTANCE OF 15.00 FEET; THENCE S.09°06'05"E., A DISTANCE OF 10.70 FEET; THENCE N.80°32'27"E., A DISTANCE OF 68.24 FEET; THENCE N.03°18'02"W., A DISTANCE OF 61.11 FEET; THENCE N.00°31'27"W., A DISTANCE OF 265.91 FEET; THENCE N.90°00'00"W., A DISTANCE OF 1.00 FEET; THENCE N.00°00'00"E., A DISTANCE OF 15.00 FEET; THENCE N.90°00'00"E., A DISTANCE OF 15.00 FEET; THENCE S.00°00'00"E., A DISTANCE OF 15.00 FEET; THENCE N.90°00'00"W., A DISTANCE OF 4.00 FEET; THENCE S.00°31'27"E., A DISTANCE OF 265.58 FEET; THENCE S.03°18'02"E., A DISTANCE OF 60.46 FEET; THENCE S.08°38'33"E., A DISTANCE OF 227.79 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.
CONTAINING 50,813.22 SQUARE FEET OR 1.1665 ACRES, MORE OR LESS.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON FEBRUARY 17 2026. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

SURVEYOR'S NOTES:

1. THIS SKETCH AND DESCRIPTION OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SKETCH AND DESCRIPTION MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S79°56'57"W, ALONG THE SOUTH LINE OF TRADITION REGIONAL PARK ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 20 THROUGH 31 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD OF ST. LUCIE COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

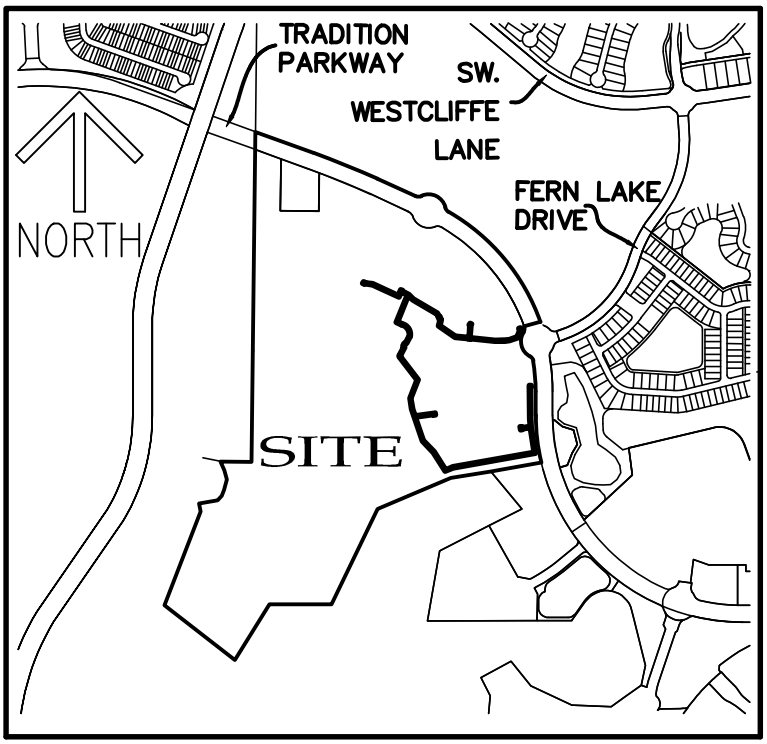
THIS IS NOT A SURVEY

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TRADITION REGIONAL PARK
FLORIDA POWER & LIGHT EASEMENT
SKETCH AND DESCRIPTION

DATE	02/11/2026
DRAWN BY	SLD
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	9667 TRP-FF

EXHIBIT "A"

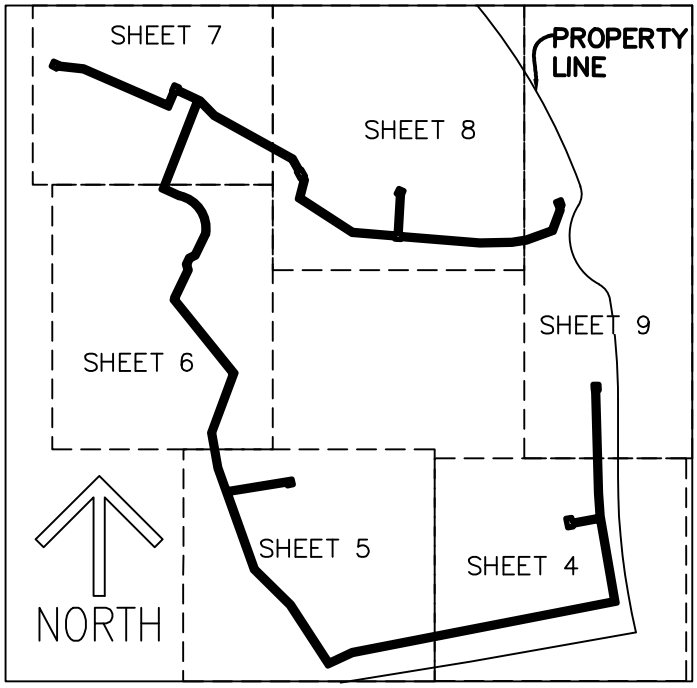


LOCATION MAP
SECTION 7, 8, & 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST
(NOT TO SCALE)

LEGEND/ABBREVIATIONS:

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
PG(S) – PAGE(S)
UE – UTILITY EASEMENT
PB – PLAT BOOK
PUE – PRIVATE UTILITY EASEMENT
(P) – DENOTES RECORD PLAT DATA
LB – LICENSED BUSINESS
ORB – OFFICIAL RECORD BOOK
R/W – RIGHT–OF–WAY
ACC. – ACCESS

KEY MAP
(NOT TO SCALE)



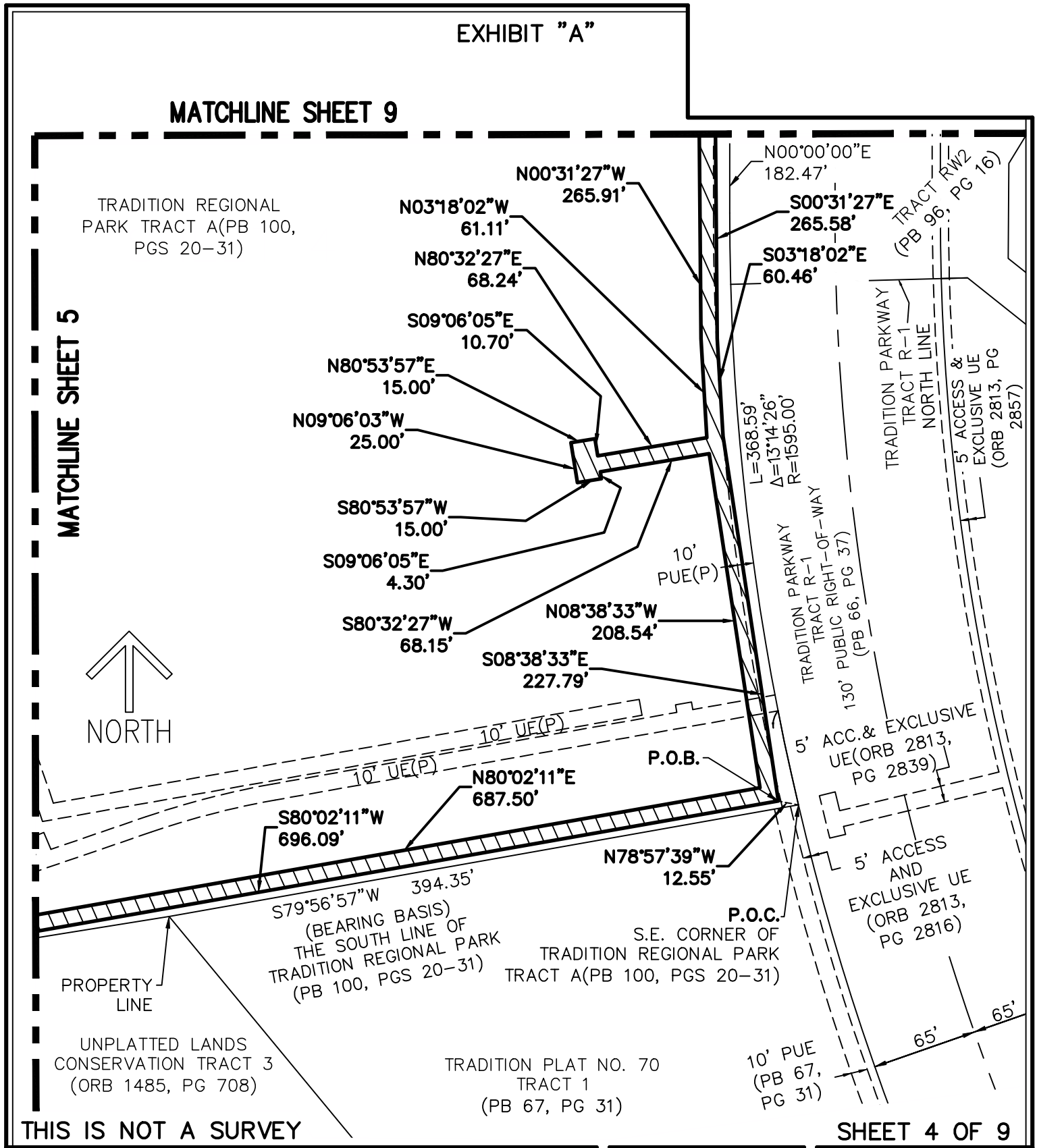
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F.B./ PG.	N/A
SCALE	NONE
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EXHIBIT "A"



THIS IS NOT A SURVEY

SHEET 4 OF 9

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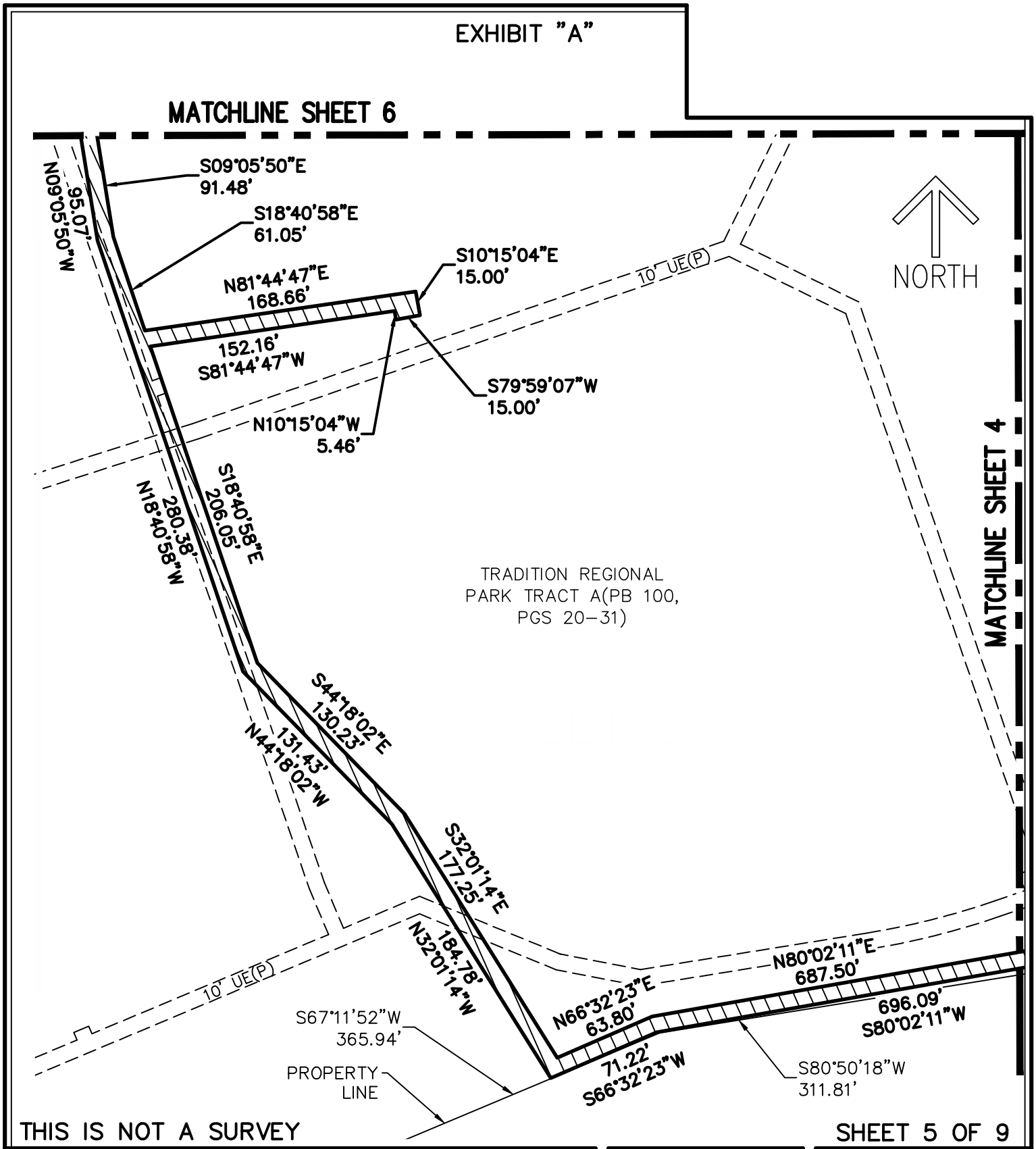
GRAPHIC SCALE

0 40' 80'

1 INCH = 80 FEET

DATE	02/11/2026
DRAWN BY	SLD
F.B./ PG.	N/A
SCALE	1"=80'
JOB NO.	9667 TRP-FF

EXHIBIT "A"



THIS IS NOT A SURVEY

SHEET 5 OF 9

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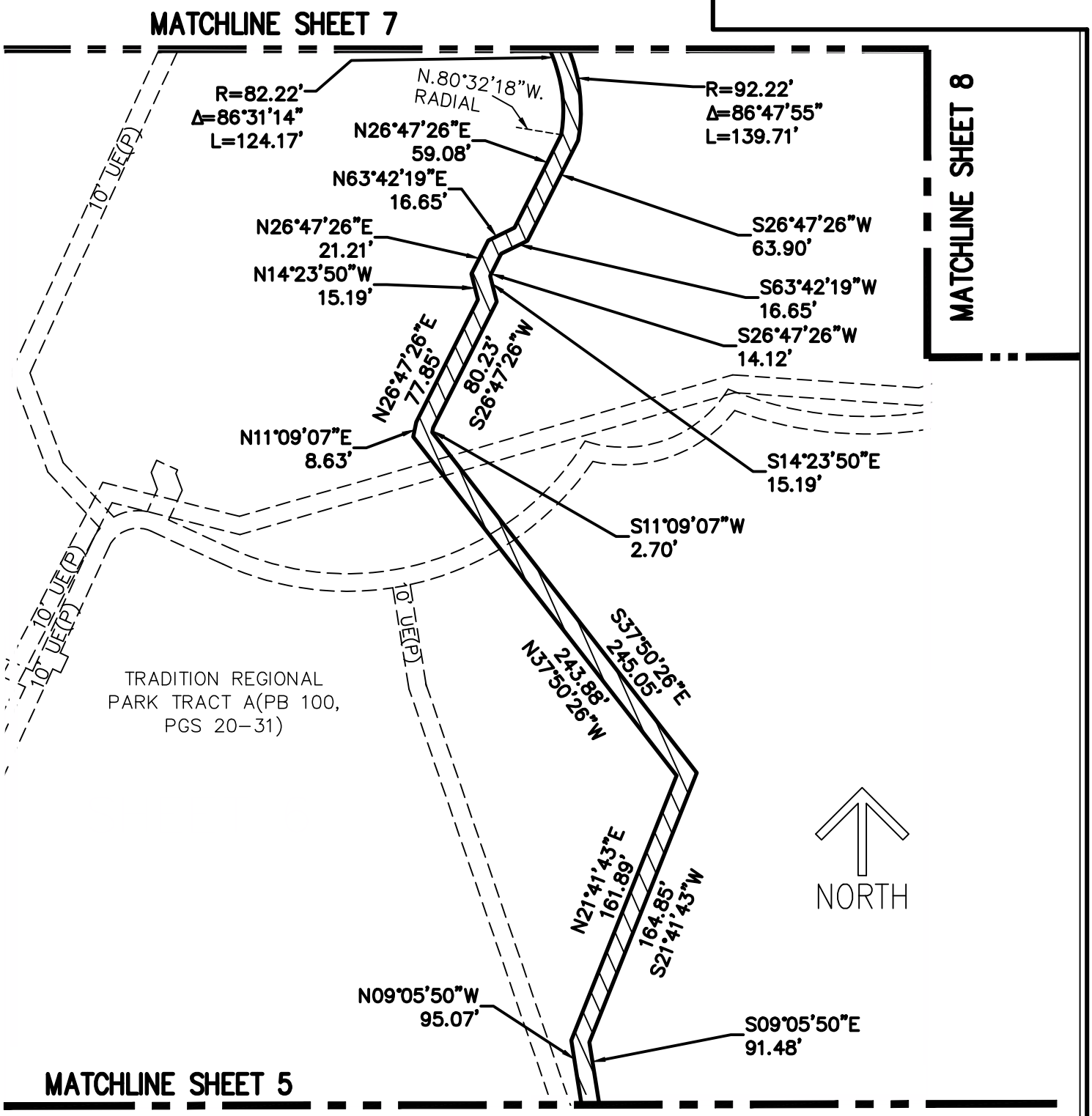
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DRAWN BY	SLD
F.B./ PG.	N/A
SCALE	1"=80'
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EXHIBIT "A"



THIS IS NOT A SURVEY

SHEET 6 OF 9

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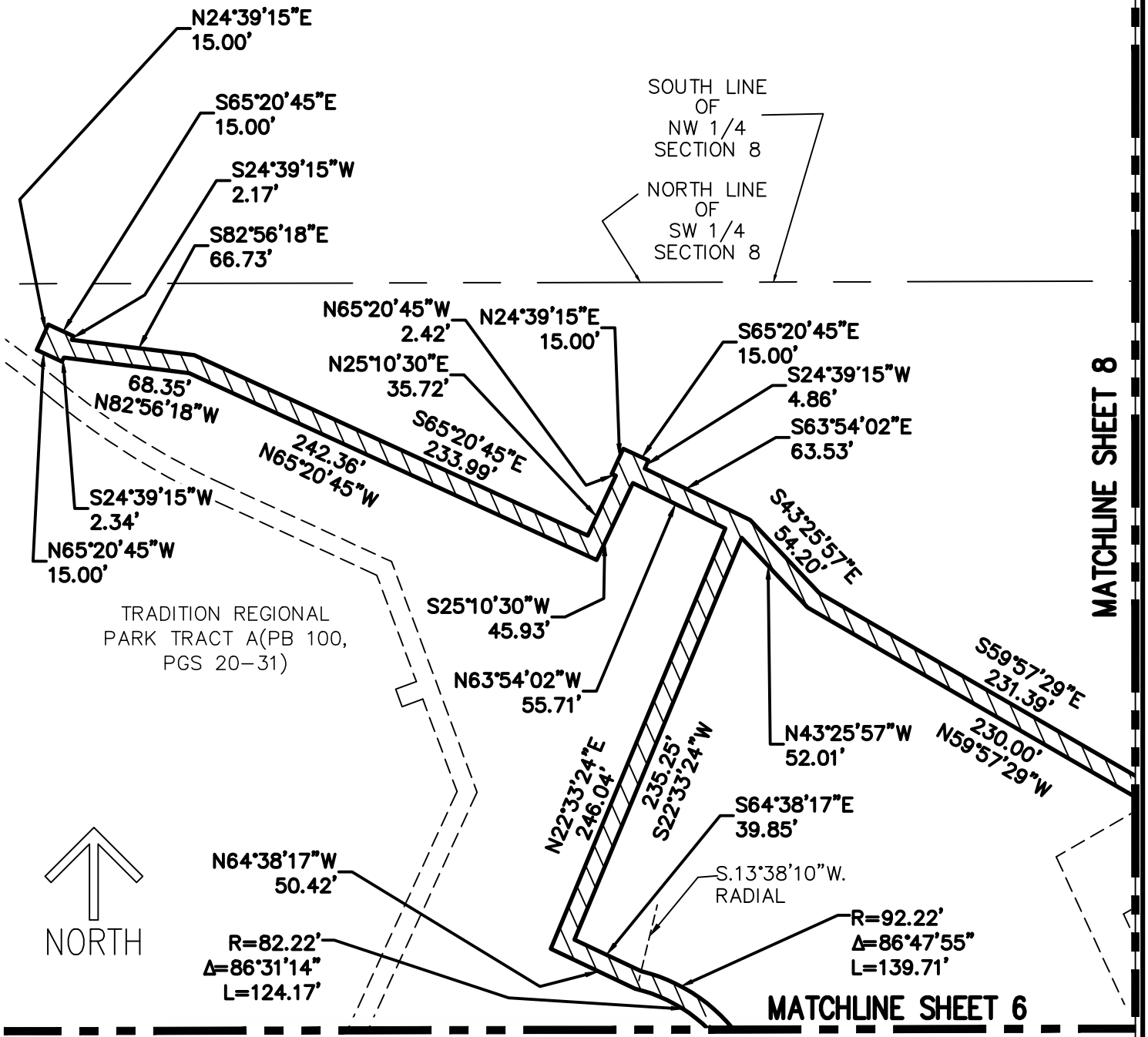
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F.B./ PG.	N/A
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SHEET 7 OF 9

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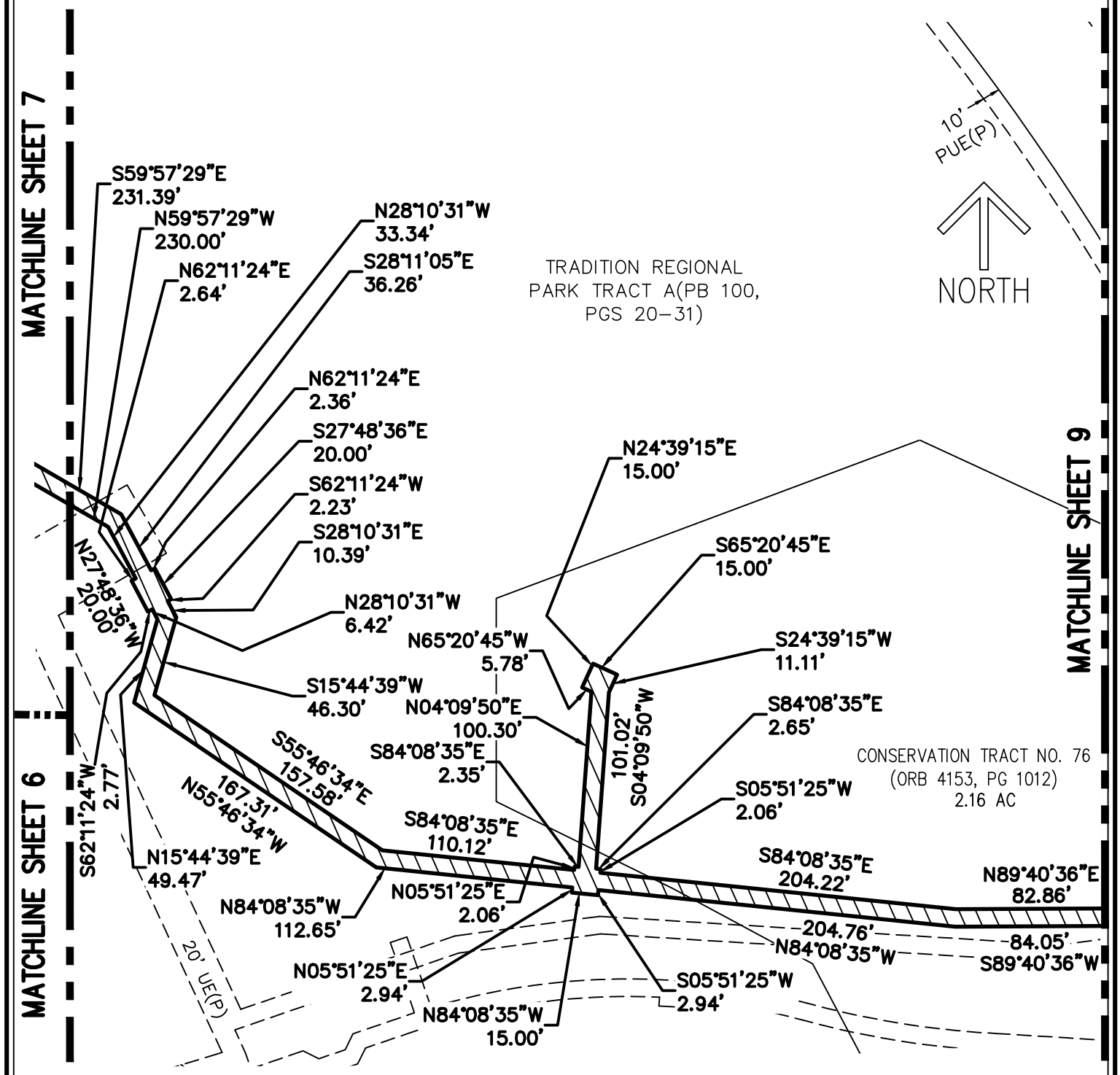
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F.B./ PG.	N/A
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SHEET 8 OF 9

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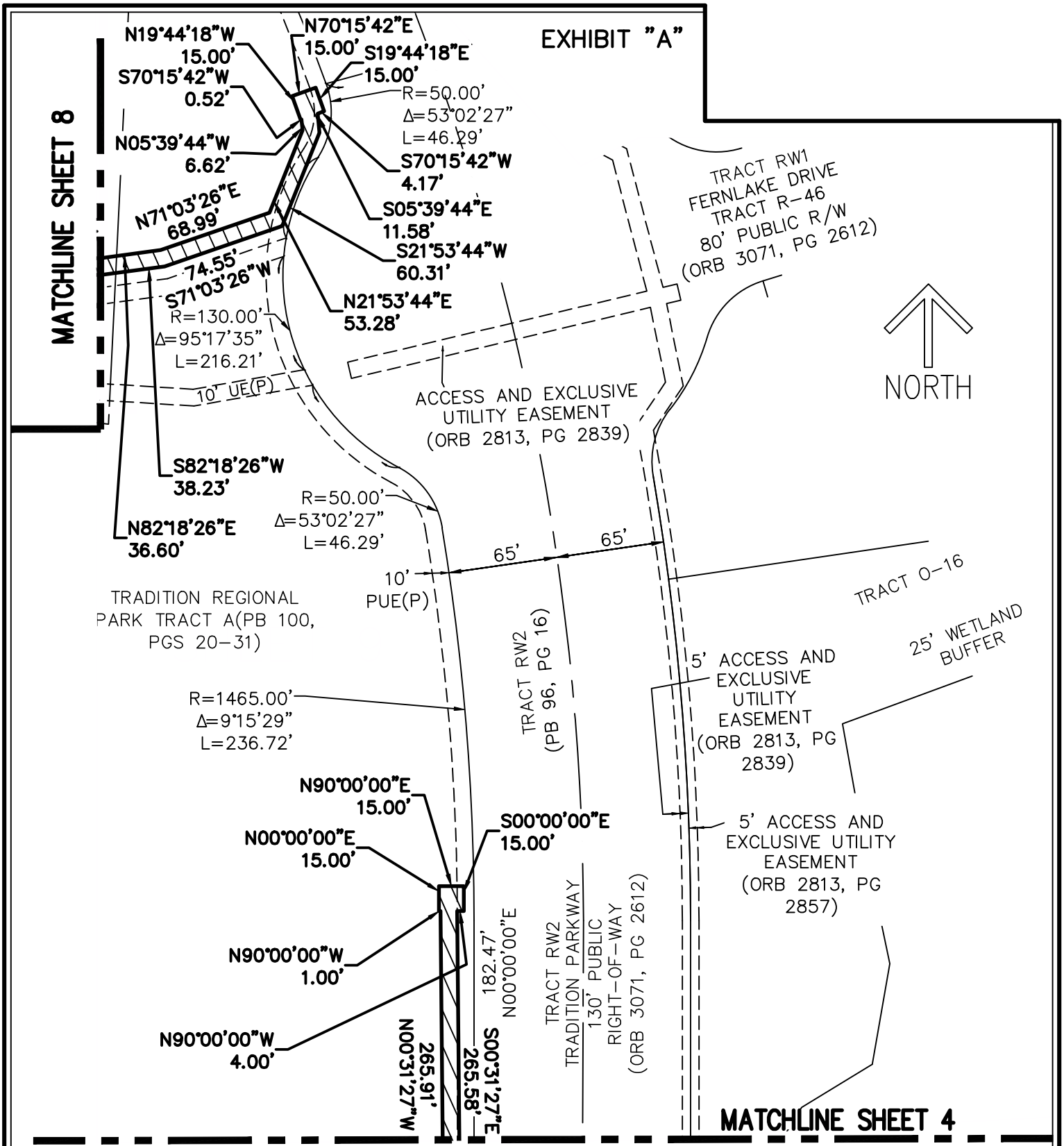
TRADITION REGIONAL PARK
FLORIDA POWER & LIGHT EASEMENT
SKETCH AND DESCRIPTION

GRAPHIC SCALE

0 40' 80'

1 INCH = 80 FEET

DATE	02/11/2026
DRAWN BY	SLD
F.B./ PG.	N/A
SCALE	1"=80'
JOB NO.	9667 TRP-FF



THIS IS NOT A SURVEY

SHEET 9 OF 9

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SKETCH AND DESCRIPTION

GRAPHIC SCALE

0 40' 80'

1 INCH = 80 FEET

DATE	02/11/2026
DRAWN BY	SLD
F.B./ PG.	N/A
SCALE	1"=80'
JOB NO.	9667 TRP-FF

Agenda Summary

2026-414

Agenda Date: 5/26/2026 **Agenda Item No.:** 8.d

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-43, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Amending Ordinance Nos. 05-22, 06-12 And 21-50, to Contract the Boundaries of the Verano #5 Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Submitted By: Elizabeth Hertz, Senior Deputy City Attorney, City Attorney's Office

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): The Verano #5 Community Development District (District #5) has requested that the City contract District #5.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council approve the contraction request.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the contraction request.
2. Move that the Council not approve the contraction request.

Background: A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* section 190.002(1), Florida Statutes.

A CDD is not a substitute for the local, general purpose government in which it lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments (e.g. City of Port St. Lucie). A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments.

A landowner or an existing CDD's board may petition to contract or expand the boundaries of a CDD. The exclusive and uniform method for the contraction of a CDD less than 1,000 acres in size shall be pursuant to an amending ordinance adopted by the local government in whose jurisdiction the CDD is located.

The Board of Supervisors of District #5 has submitted a petition to the City of Port St. Lucie requesting the adoption of an amending ordinance **contracting the boundaries of District #5** (the "Petition") from 486.228 acres to 367.335 acres, resulting in a total decrease of **approximately 118.893 acres.** A general location map showing the parcels to be removed and remaining parcels is attached to the Petition to Amend District #5 as Exhibit "A".

Issues/Analysis: Before a contraction petition can be considered for review, a determination must be made as to whether the requirements of sections 190.046 and 190.005, Florida Statutes, have been satisfied. The Legal Department reviewed the Petition and found it to be in compliance with the statutory requirements, thus the petition can be considered for approval or denial by City Council.

In making a determination of whether to grant or deny a petition for the contraction of a CDD, City Council is to consider the six (6) factors established in section 190.005(1)(e), Florida Statutes. The City of Port St. Lucie's Planning and Zoning, Finance, Public Works, Utility Systems, City Suveyor, and Legal Departments applied the six (6) statutory criteria to the information provided in the petition, which were:

1. Whether all statements contained within the petition have been found to be true and correct. Staff has reviewed the contraction petition and finds all statements within the petition to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan. Staff has found the contraction of the existing District #5 to be consistent with the City's Comprehensive Plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community. Staff has found the area of land within the contracted District #5 to be sufficiently sized, sufficiently compact, and sufficiently contiguous to be developed as one functional community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district. The Petitioner has provided an analysis of alternatives that demonstrates that the contracted District #5 is favorable to other alternatives.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities. The community development services to be provided by the contracted District #5 are not incompatible with the capacity and uses of existing local and regional community services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government. The area that will be served by the contracted District #5 is amenable to special district government based on consideration of the above criteria.

Financial Information: The District's estimated project costs of constructed services based on available data in the Petition have not changed in any significant manner due to the contraction.

Special Consideration: N/A

Location of Project: Verano #5 Community Development District

Business Impact Statement: N/A

Attachments:
1. Ordinance.
    Exhibit “A” to Ordinance
2. Petition to Amend the Boundaries of Verano #5 Community Development District

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25303-04

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING ORDINANCE NOS. 05-22, 06-12 AND 21-50, TO CONTRACT THE BOUNDARIES OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Port St. Lucie, Florida ("**City**") enacted Ordinance Nos. 05-22, 06-12 and 21-50, establishing the Verano #5 Community Development District ("**District**" or "**Petitione**r"), pursuant to Chapter 190, Florida Statutes; and

WHEREAS, District has petitioned the City to adopt an ordinance amending the boundaries of the District pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the City, in determining whether to amend the District boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of Verano #5 Community Development District* ("**Petition**") are true and correct; and

WHEREAS, the City has considered and finds that amending the District is not inconsistent with any applicable element or portion of the City of Port St. Lucie's Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing, pursuant to Chapter 190, Florida Statutes, to consider the Petition was held prior to the adoption of this Ordinance establishing the District.

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

SECTION 1: LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals are hereby adopted as the legislative and administrative findings of the City.

SECTION 2: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (2025).

SECTION 3: AMENDMENT TO EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are amended as described in **Exhibit A** attached hereto.

SECTION 4: SEVERABILITY. It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5: CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Except as stated herein, Ordinance Nos. 05-22, 06-12 and 21-50 remain in full force and effect.

SECTION 6: EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2026.

ATTEST:

_____
Sally Walsh, City Clerk

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

EXHIBIT A

VERANO #5 COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION, AS AMENDED

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACT AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACT CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.40 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2206.67 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2038.00 FEET AND A RADIAL BEARING OF S.46°54'14"W., AT SAID INTERSECTION, ALSO BEING THE **POINT OF BEGINNING;** THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'58", A DISTANCE OF 1462.50 FEET TO A POINT OF TANGENCY;

THENCE S.01°58'48"E., A DISTANCE OF 2828.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1998.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'13", A DISTANCE OF 435.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 2268.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°45'05", A DISTANCE OF 1019.35 FEET TO A POINT OF TANGENCY; THENCE S.15°14'40"E., A DISTANCE OF 603.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'50", A DISTANCE OF 324.59 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 22918.00 FEET, AND A RADIAL BEARING OF N.05°37'22"W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'36", A DISTANCE OF 2257.35 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., A DISTANCE OF 2278.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, DATED 11/5/64 AND REVISED ON JANUARY 1965; THENCE N.00°00'58"W., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 2755.94 FEET; THENCE N.00°30'03"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609A DISTANCE OF 157.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N.44°46'01"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5195.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,180,095 SQUARE FEET OR 486.228 ACRES MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

LESS AND EXCEPT THE FOLLOWING PARCELS:

LEGAL DESCRIPTION: 10 ACRE PARCEL

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE 1888; THENCE S.00°01'15"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46", A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1618.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45"W., DEPARTING SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE S.00°01'15"E., A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 435,600 SQUARE FEET OR 10.000 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF VERANO SOUTH - P.U.D.1. - POD G - PLAT NO.1, AS RECORDED IN PLAT BOOK 92, PAGE(S) 11 THROUGH 30 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S.74°00'26"W., ALONG THE NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 1444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°00'44", A DISTANCE OF 6404.78 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION OF SAID PUBLIC RECORDS, A DISTANCE OF 719.04 FEET; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, A DISTANCE OF 1300.00 FEET; THENCE S.89°58'45"E., A DISTANCE OF 1650.00 FEET; THENCE S.00°01'15"W., A DISTANCE OF 1281.08 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N.02°18'26"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'41", A DISTANCE OF 931.21 FEET TO A POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

CONTAINING: 2,139,131 SQUARE FEET OR 49.107 ACRES, MORE OR LESS

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

Verano Park Site

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE1888; THENCE S.00°01'15"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46", A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 718.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 900.00 FEET; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45"W., A DISTANCE OF 660.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 1016.00 FEET; THENCE S.89°58'45"E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1560.00 FEET TO A POINT ON WESTERLY MOST LINE OF SAID VERANO SOUTH - POD H - PLAT NO. 1; THENCE S.00°01'15"W., ALONG SAID WESTERLY MOST LINE AND ITS SOUTHERLY EXTENSION THEREOF, ALSO BEING THE WESTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 1676.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 2,178,965 SQUARE FEET OR 50.022 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION

BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4558, PAGE 1957, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

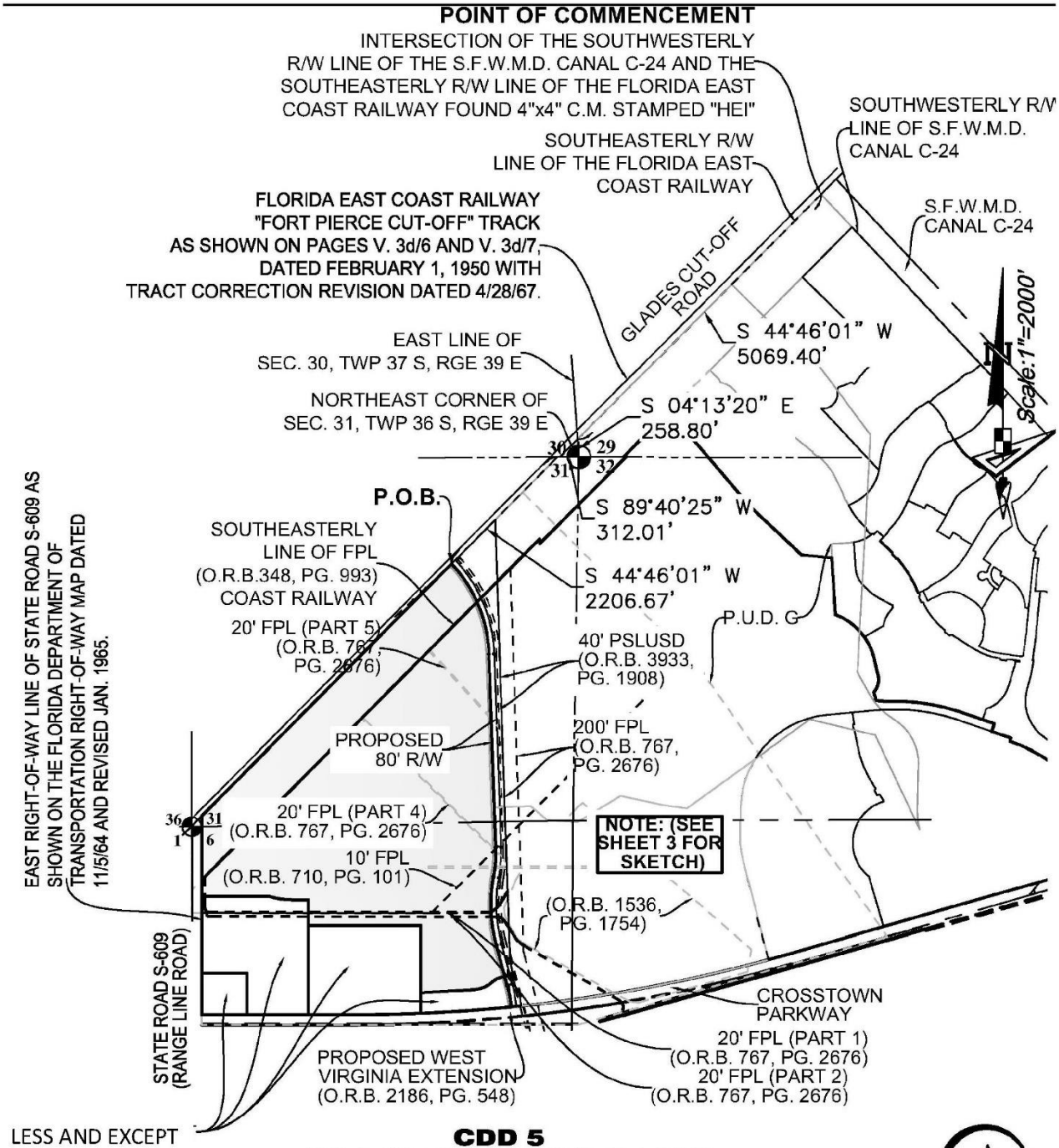
BEGIN AT THE INTERSECTION OF THE SOUTHWEST CORNER OF NORTH - SOUTH "A" ROADWAY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGES 20 THROUGH 23, INCLUSIVE, ALSO BEING THE NORTHWEST CORNER OF CROSSTOWN PARKWAY PLAT 2-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 13 THROUGH 18, INCLUSIVE, AND THE NORTHEAST CORNER OF CROSSTOWN PARKWAY PLAT 2-B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WITH A NON-TANGENT INTERSECTION OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'04", A DISTANCE OF 1300.45 FEET TO A POINT OF A NON-TANGENT INTERSECTION, ALSO BEING THE SOUTHEAST CORNER OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 4932, PAGE 1888, OF SAID PUBLIC RECORDS; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE EASTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 300.25 FEET TO SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22618.00 FEET AND A RADIAL BEARING OF N.02°20'22"W. AT SAID INTERSECTION; THENCE DEPARTING SAID EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL AND LONG THE SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'26, A DISTANCE OF 792.41 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°01'56", A DISTANCE OF 262.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 270.00 FEET; 3) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°08'05", A DISTANCE OF 132.58 FEET TO A POINT OF TANGENCY; 4) THENCE N.74°45'20"E., A DISTANCE OF 36.78 FEET TO THE WESTERLY CORNER OF SAID NORTH - SOUTH "A" ROADWAY PLAT; THENCE DEPARTING SAID SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 AND ALONG THE WESTERLY LINE OF SAID NORTH - SOUTH

[CONTINUED ON FOLLOWING PAGE]

"A" ROADWAY PLAT FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE S.60°14'40"E., DISTANCE OF 35.36 FEET; 2) THENCE S.15°14'40"E.,DISTANCE OF 112.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1895.00 FEET; 3) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°03'27", A DISTANCE OF 299.57 FEET TO A POINT OF A NON-TANGENT INTERSECTION; 4) THENCE S.39°07'36"W., A DISTANCE OF 35.55 FEET TO **POINT OF BEGINNING**.

LANDS CONTAINING: 425,313 SQUARE FEET OR 9.764 ACRES MORE OR LESS.

FOR A TOTAL OF 367.335 ACRES, MORE OR LESS.



CDD 5
SKETCH AND DESCRIPTION

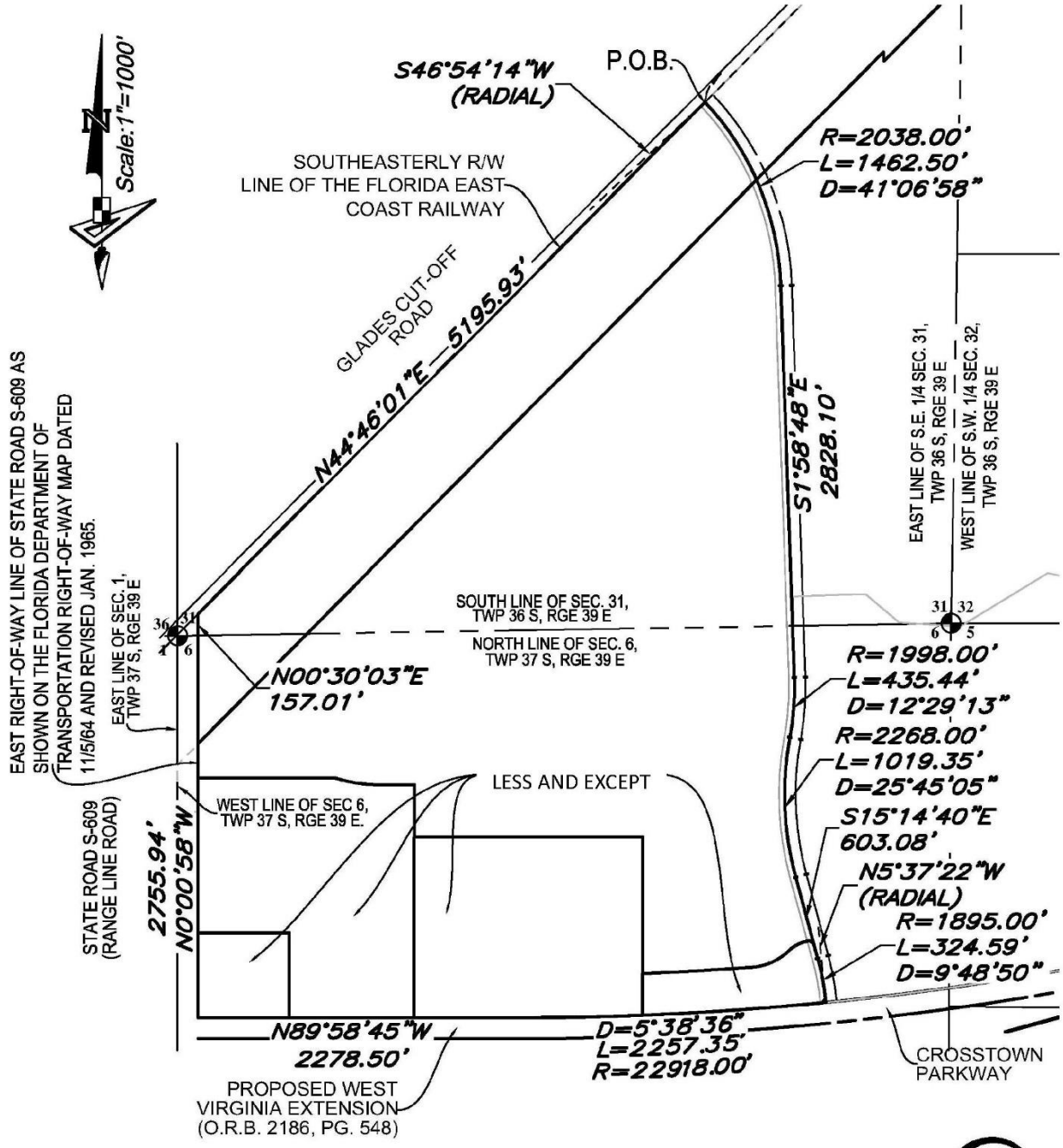
REVISIONS			
No.	Date	Description	Dwn.
1	5/5/21	SKETCH DIRECTION CALLS SE CORNER	GAR
2	04-27-2026	ADD LESS AND EXPECT AREA	DJS

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

4914-1273-0791.1



CDD 5 SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	5/5/21	SKETCH DIRECTION CALLS SE CORNER	GAR
2	04-27-2026	ADD LESS AND EXPECT AREA	DJS

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

4914-1273-0791.1

PETITION TO AMEND THE BOUNDARIES OF VERANO #5 COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA

PETITION TO AMEND THE BOUNDARIES OF
VERANO #5 COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Verano #5 Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance Nos. 05-22, 06-12 and 21-50, and located entirely within the boundaries of the City of Port St. Lucie, Florida ("District"), hereby petitions the City Council of the City of Port St. Lucie, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance Nos. 05-22, 06-12 and 21-50 to remove approximately 118.893 acres from the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Port St. Lucie, Florida ("County"). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 486.228 acres of land and is located southeast of Glades Cut Off Road, southwest of C-24 Canal, and north of Crosstown Parkway. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be removed from the District ("Contraction Parcels") which comprise approximately 118.893 acres are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 367.335 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended ("Amended District").

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5.** The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2026-__ at **Exhibit 6,** constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Josh Hoot, Darren Weimer and Marshall Kutz.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. District Facilities and Services. The Contraction Parcel does receive some limited services from the District (e.g., connects to the stormwater system, etc.), and will share in the administrative, operations and maintenance costs of the District in the future pursuant to a recorded funding agreement.

7. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Agent Authorization. **Exhibit 9** is an authorization of agent authorizing Jere Earlywine to act as the District's agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

9. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Council of the City of Port St. Lucie, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and

b. Grant the petition and amend Ordinance Nos. 05-22, 06-12 and 21-50 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 22nd day of October, 2025.

KUTAK ROCK LLP

Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

EXHIBIT 1

FILE: C:\Users\mlepoliteller\Mills, Short & Associates\Common - Documents_Projects Stuart\525-600 Kolter Verano\CDD\VERANO MASTER CDD.dwg



THIS SHEET			
DRAWN BY: MJL	CHECKED BY: BMU	APPROVED BY: BMU	SCALE: SEE SHEET

ISSUE	DATE	COMMENTS

BRANDON U. MILLS, P.E. No. 68345 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Brandon U. Mills, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458

Jupiter Office
PHONE: 561.406.0007
www.MillsShortAssociates.com

Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

EXHIBIT 2

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACT AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACT CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.40 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2206.67 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2038.00 FEET AND A RADIAL BEARING OF S.46°54'14"W., AT SAID INTERSECTION, ALSO BEING THE **POINT OF BEGINNING;** THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'58", A DISTANCE OF 1462.50 FEET TO A POINT OF TANGENCY;

CONTINUED ON SHEET 2

CDD 5
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 4 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this sketch and description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Digitally signed by Gary Rager
DN: c=US, o=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Gary Rager, email=GaryR@geopointsurvey.com
Date: 2021.01.27 14:09:55 -05'00'

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
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www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 1/27/21	Data File: ~~~~	
Check: GAR	P.C.: ~~~	Field Book: ~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #: S&D_CDD5	

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:48 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM

CONTINUED FROM SHEET 1

THENCE S.01°58'48"E., A DISTANCE OF 2828.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1998.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'13", A DISTANCE OF 435.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 2268.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°45'05", A DISTANCE OF 1019.35 FEET TO A POINT OF TANGENCY; THENCE S.15°14'40"E., A DISTANCE OF 603.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'50", A DISTANCE OF 324.59 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 22918.00 FEET, AND A RADIAL BEARING OF N.05°37'22"W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'36", A DISTANCE OF 2257.35 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., A DISTANCE OF 2278.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, DATED 11/5/64 AND REVISED ON JANUARY 1965; THENCE N.00°00'58"W., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 2755.94 FEET; THENCE N.00°30'03"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609A DISTANCE OF 157.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N.44°46'01"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5195.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,180,095 SQUARE FEET OR 486.228 ACRES MORE OR LESS.

LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
O.R.B. -- Official Records Book
PG(s). -- Page(s)
R/W -- Right-of-Way
R -- Radius
L -- Arc Length
D -- Delta-Central Angle
FPL -- Florida Power & Light
Sec.-Twp.-Rge. -- Section-Township-Range
S.F.W.M.D. -- South Florida Water Management District
30 29 31 32 -- Section Corner

CDD 5
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 4 Sheets

Prepared For: COTLEUR AND HEARING

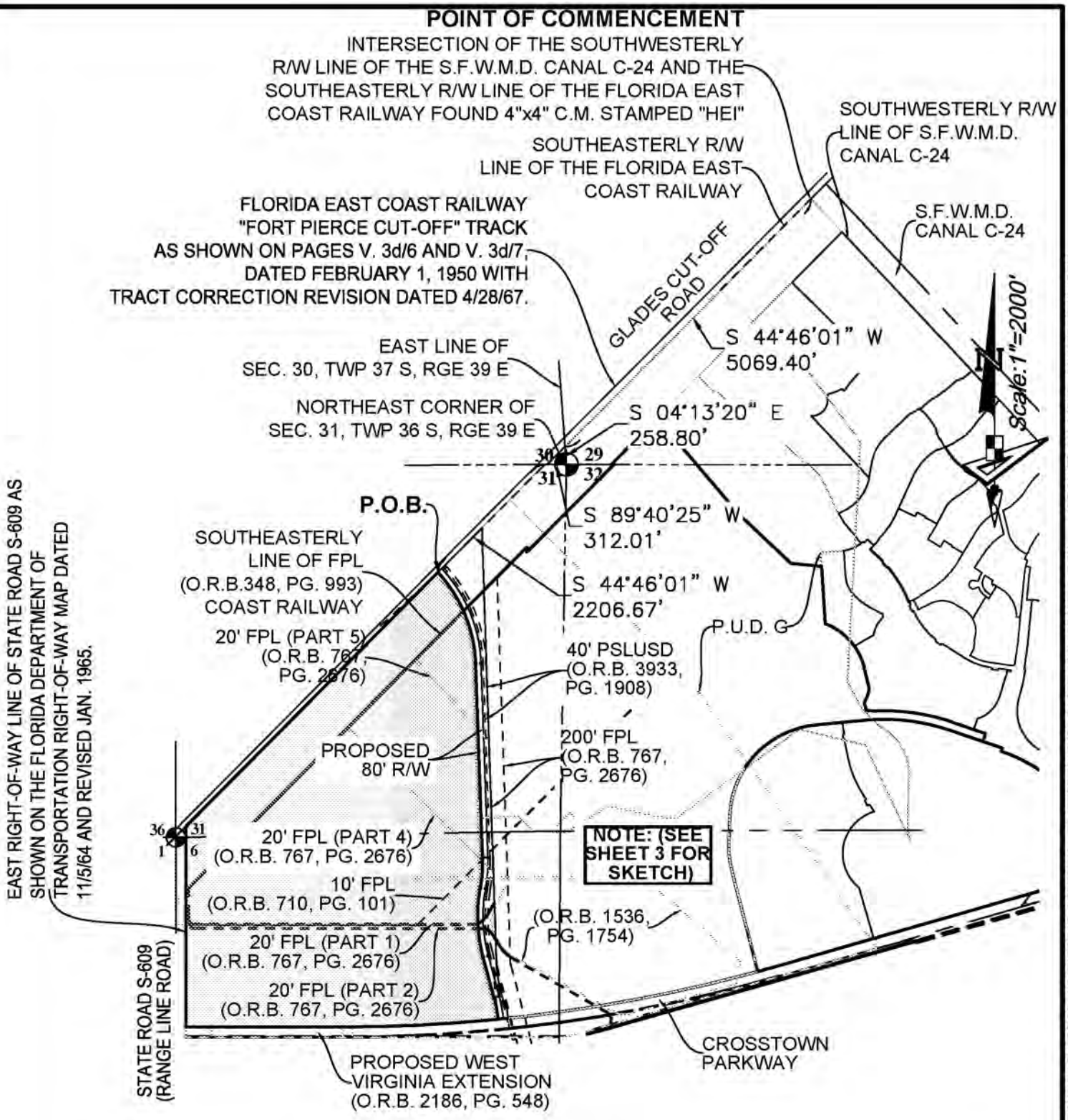
Last Date of Field Survey: N/A

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GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 1/27/21	Data File: ~~~~	
Check: GAR	P.C.: ~~~	Field Book: ~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #: S&D_CDD5	

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:48 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM



CDD 5
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 4 Sheets

Prepared For: COTLEUR AND HEARING

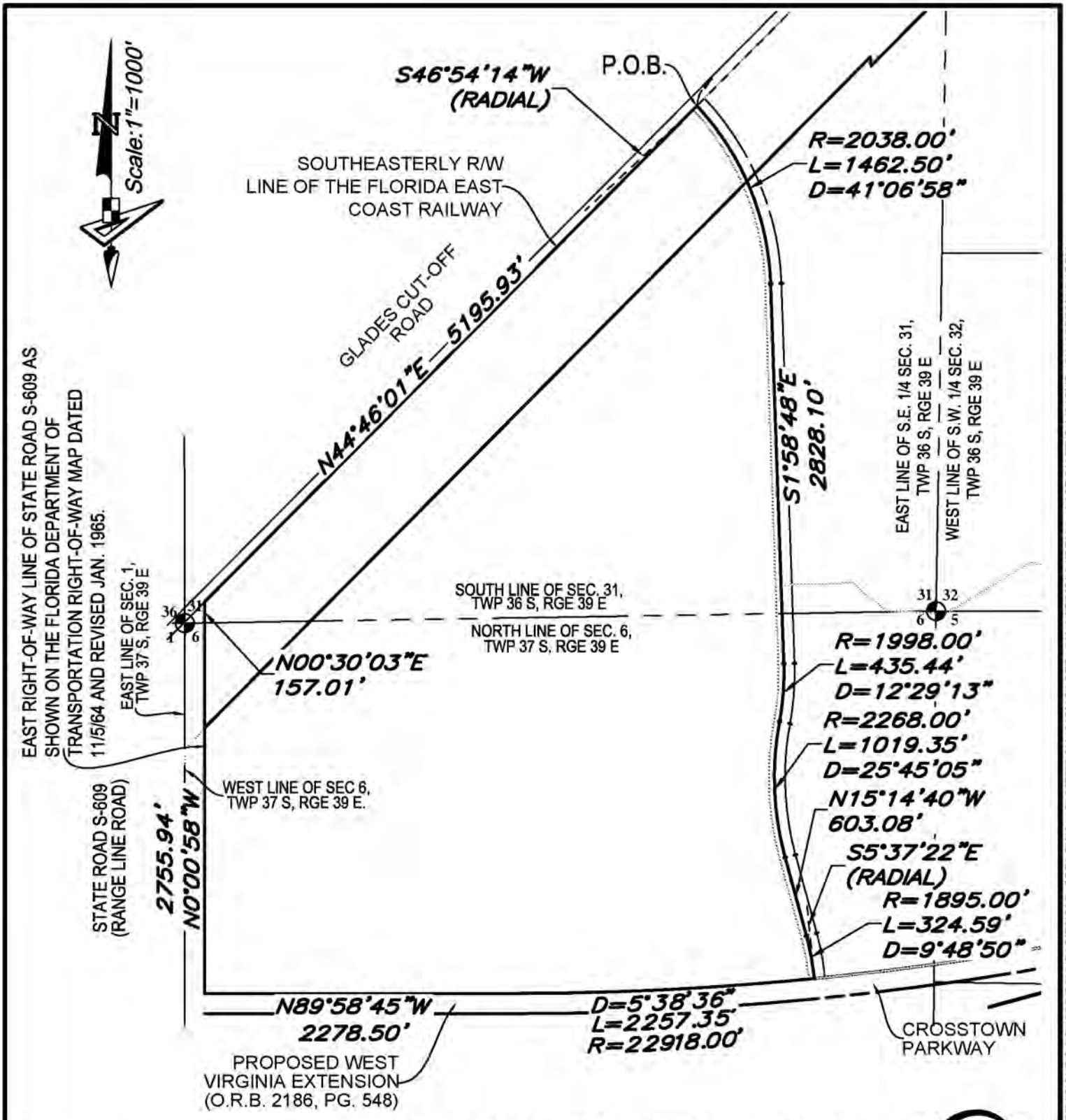
Last Date of Field Survey: N/A

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Drawn:SWM	Date: 1/27/21	Data File: ~~~~
Check:GAR	P.C.:~~~	Field Book: ~~~~
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5

FILE NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:47 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM



CDD 5 SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 4 of 4 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

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Drawn:SWM	Date: 1/27/21	Data File: ~~~~	
Check:GAR	P.C.:~~~	Field Book: ~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5	

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:47 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM

EXHIBIT 3

LEGAL DESCRIPTION: 10 ACRE PARCEL

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE 1888; THENCE S.00°01'15”W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46”, A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45”W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1618.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45”W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45”W., DEPARTING SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE S.00°01'15"E., A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 435,600 SQUARE FEET OR 10.000 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF VERANO SOUTH - P.U.D.1. - POD G - PLAT NO.1, AS RECORDED IN PLAT BOOK 92, PAGE(S) 11 THROUGH 30 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S.74°00'26”W., ALONG THE NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 1444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°00'44”, A DISTANCE OF 6404.78 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

THENCE N.89°58'45”W., CONTINUING ALONG SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION OF SAID PUBLIC RECORDS, A DISTANCE OF 719.04 FEET; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, A DISTANCE OF 1300.00 FEET; THENCE S.89°58'45”E., A DISTANCE OF 1650.00 FEET; THENCE S.00°01'15”W., A DISTANCE OF 1281.08 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N.02°18'26”W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'41”, A DISTANCE OF 931.21 FEET TO A POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

CONTAINING: 2,139,131 SQUARE FEET OR 49.107 ACRES, MORE OR LESS

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

Verano Park Site

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE1888; THENCE S.00°01'15”W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46”, A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45”W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 718.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45”W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 900.00 FEET; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45”W., A DISTANCE OF 660.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 1016.00 FEET; THENCE S.89°58'45”E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1560.00 FEET TO A POINT ON WESTERLY MOST LINE OF SAID VERANO SOUTH - POD H - PLAT NO. 1; THENCE S.00°01'15"W., ALONG SAID WESTERLY MOST LINE AND ITS SOUTHERLY EXTENSION THEREOF, ALSO BEING THE WESTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 1676.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 2,178,965 SQUARE FEET OR 50.022 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION

BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4558, PAGE 1957, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWEST CORNER OF NORTH - SOUTH "A" ROADWAY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGES 20 THROUGH 23, INCLUSIVE, ALSO BEING THE NORTHWEST CORNER OF CROSSTOWN PARKWAY PLAT 2-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 13 THROUGH 18, INCLUSIVE, AND THE NORTHEAST CORNER OF CROSSTOWN PARKWAY PLAT 2-B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WITH A NON-TANGENT INTERSECTION OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35”W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'04", A DISTANCE OF 1300.45 FEET TO A POINT OF A NON-TANGENT INTERSECTION, ALSO BEING THE SOUTHEAST CORNER OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 4932, PAGE 1888, OF SAID PUBLIC RECORDS; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE EASTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 300.25 FEET TO SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22618.00 FEET AND A RADIAL BEARING OF N.02°20'22”W. AT SAID INTERSECTION; THENCE DEPARTING SAID EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL AND LONG THE SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'26, A DISTANCE OF 792.41 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°01'56”, A DISTANCE OF 262.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 270.00 FEET; 3) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°08'05”, A DISTANCE OF 132.58 FEET TO A POINT OF TANGENCY; 4) THENCE N.74°45'20”E., A DISTANCE OF 36.78 FEET TO THE WESTERLY CORNER OF SAID NORTH - SOUTH "A" ROADWAY PLAT; THENCE DEPARTING SAID SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 AND ALONG THE WESTERLY LINE OF SAID NORTH - SOUTH

"A" ROADWAY PLAT FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE S.60°14'40”E., DISTANCE OF 35.36 FEET; 2) THENCE S.15°14'40”E.,DISTANCE OF 112.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1895.00 FEET; 3) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°03'27”, A DISTANCE OF 299.57 FEET TO A POINT OF A NON-TANGENT INTERSECTION; 4) THENCE S.39°07'36”W., A DISTANCE OF 35.55 FEET TO **POINT OF BEGINNING**.

LANDS CONTAINING: 425,313 SQUARE FEET OR 9.764 ACRES MORE OR LESS.

EXHIBIT 4

VERANO #5 COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION, AS AMENDED

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACT AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACT CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.40 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2206.67 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2038.00 FEET AND A RADIAL BEARING OF S.46°54'14"W., AT SAID INTERSECTION, ALSO BEING THE **POINT OF BEGINNING;** THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'58", A DISTANCE OF 1462.50 FEET TO A POINT OF TANGENCY;

THENCE S.01°58'48"E., A DISTANCE OF 2828.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1998.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'13", A DISTANCE OF 435.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 2268.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°45'05", A DISTANCE OF 1019.35 FEET TO A POINT OF TANGENCY; THENCE S.15°14'40"E., A DISTANCE OF 603.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'50", A DISTANCE OF 324.59 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 22918.00 FEET, AND A RADIAL BEARING OF N.05°37'22"W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'36", A DISTANCE OF 2257.35 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., A DISTANCE OF 2278.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, DATED 11/5/64 AND REVISED ON JANUARY 1965; THENCE N.00°00'58"W., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 2755.94 FEET; THENCE N.00°30'03"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609A DISTANCE OF 157.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N.44°46'01"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5195.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,180,095 SQUARE FEET OR 486.228 ACRES MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

LESS AND EXCEPT THE FOLLOWING PARCELS:

LEGAL DESCRIPTION: 10 ACRE PARCEL

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE 1888; THENCE S.00°01'15"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46", A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1618.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45"W., DEPARTING SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE S.00°01'15"E., A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 435,600 SQUARE FEET OR 10.000 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF VERANO SOUTH - P.U.D.1. - POD G - PLAT NO.1, AS RECORDED IN PLAT BOOK 92, PAGE(S) 11 THROUGH 30 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S.74°00'26"W., ALONG THE NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 1444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°00'44", A DISTANCE OF 6404.78 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION OF SAID PUBLIC RECORDS, A DISTANCE OF 719.04 FEET; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, A DISTANCE OF 1300.00 FEET; THENCE S.89°58'45"E., A DISTANCE OF 1650.00 FEET; THENCE S.00°01'15"W., A DISTANCE OF 1281.08 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N.02°18'26"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'41", A DISTANCE OF 931.21 FEET TO A POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

CONTAINING: 2,139,131 SQUARE FEET OR 49.107 ACRES, MORE OR LESS

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

Verano Park Site

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE1888; THENCE S.00°01'15"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46", A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 718.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 900.00 FEET; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45"W., A DISTANCE OF 660.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 1016.00 FEET; THENCE S.89°58'45"E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1560.00 FEET TO A POINT ON WESTERLY MOST LINE OF SAID VERANO SOUTH - POD H - PLAT NO. 1; THENCE S.00°01'15"W., ALONG SAID WESTERLY MOST LINE AND ITS SOUTHERLY EXTENSION THEREOF, ALSO BEING THE WESTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 1676.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 2,178,965 SQUARE FEET OR 50.022 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION

BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4558, PAGE 1957, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

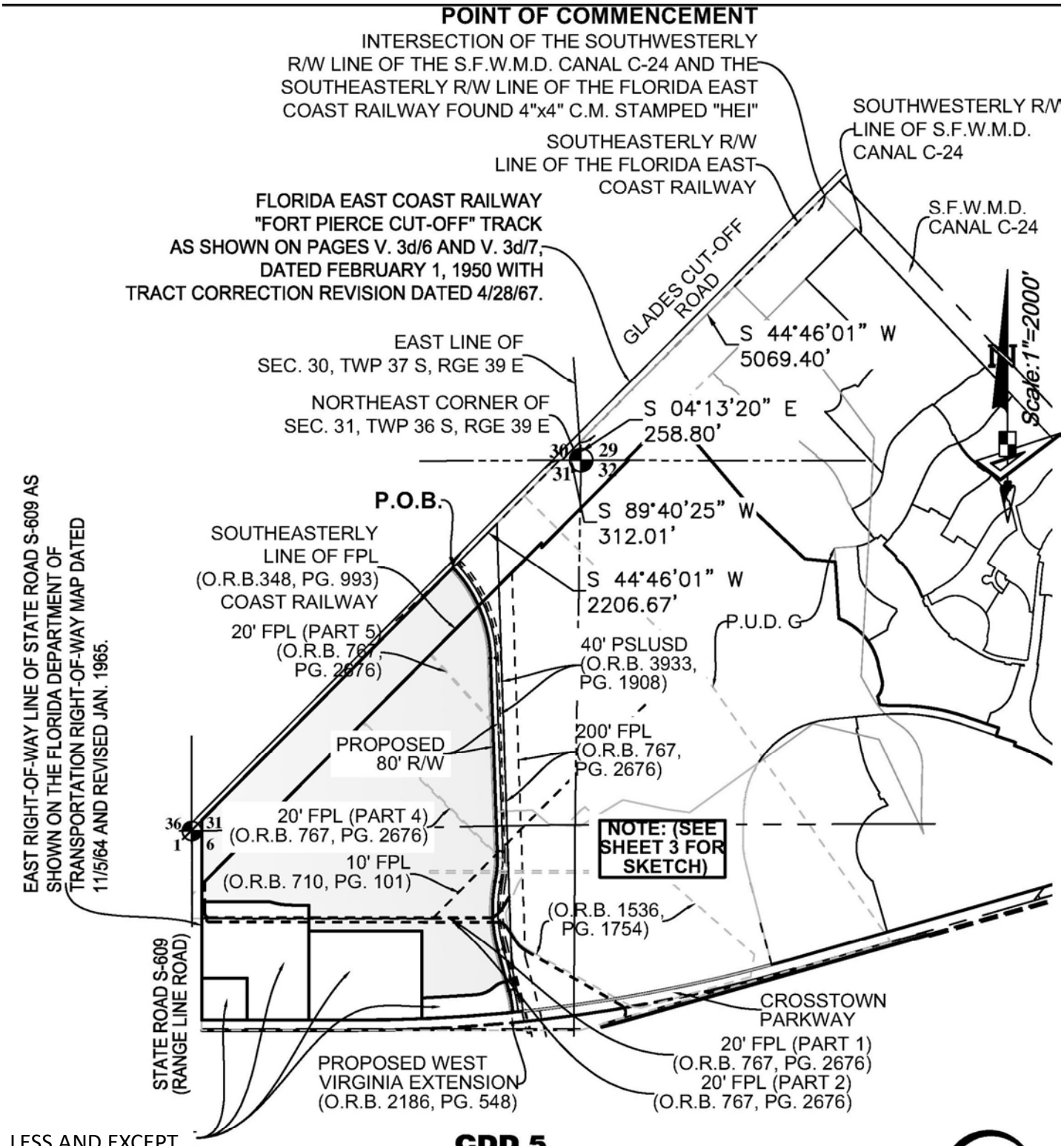
BEGIN AT THE INTERSECTION OF THE SOUTHWEST CORNER OF NORTH - SOUTH "A" ROADWAY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGES 20 THROUGH 23, INCLUSIVE, ALSO BEING THE NORTHWEST CORNER OF CROSSTOWN PARKWAY PLAT 2-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 13 THROUGH 18, INCLUSIVE, AND THE NORTHEAST CORNER OF CROSSTOWN PARKWAY PLAT 2-B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WITH A NON-TANGENT INTERSECTION OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'04", A DISTANCE OF 1300.45 FEET TO A POINT OF A NON-TANGENT INTERSECTION, ALSO BEING THE SOUTHEAST CORNER OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 4932, PAGE 1888, OF SAID PUBLIC RECORDS; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE EASTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 300.25 FEET TO SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22618.00 FEET AND A RADIAL BEARING OF N.02°20'22"W. AT SAID INTERSECTION; THENCE DEPARTING SAID EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL AND LONG THE SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'26, A DISTANCE OF 792.41 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°01'56", A DISTANCE OF 262.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 270.00 FEET; 3) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°08'05", A DISTANCE OF 132.58 FEET TO A POINT OF TANGENCY; 4) THENCE N.74°45'20"E., A DISTANCE OF 36.78 FEET TO THE WESTERLY CORNER OF SAID NORTH - SOUTH "A" ROADWAY PLAT; THENCE DEPARTING SAID SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 AND ALONG THE WESTERLY LINE OF SAID NORTH - SOUTH

[CONTINUED ON FOLLOWING PAGE]

"A" ROADWAY PLAT FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE S.60°14'40"E., DISTANCE OF 35.36 FEET; 2) THENCE S.15°14'40"E.,DISTANCE OF 112.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1895.00 FEET; 3) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°03'27", A DISTANCE OF 299.57 FEET TO A POINT OF A NON-TANGENT INTERSECTION; 4) THENCE S.39°07'36"W., A DISTANCE OF 35.55 FEET TO **POINT OF BEGINNING**.

LANDS CONTAINING: 425,313 SQUARE FEET OR 9.764 ACRES MORE OR LESS.

FOR A TOTAL OF 367.335 ACRES, MORE OR LESS.



LESS AND EXCEPT

CDD 5
SKETCH AND DESCRIPTION

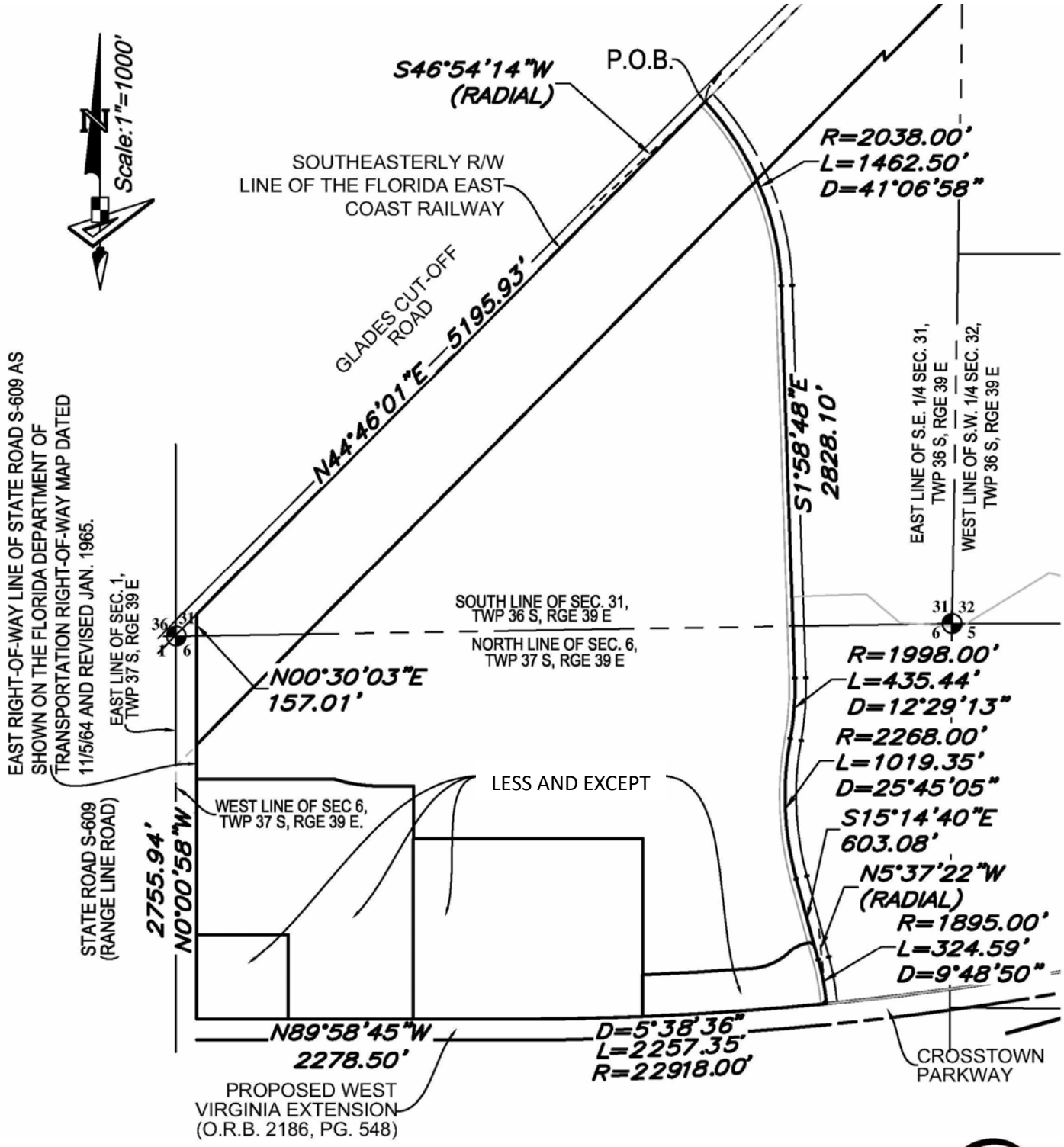
REVISIONS			
No.	Date	Description	Dwn.
1	5/5/21	SKETCH DIRECTION CALLS SE CORNER	GAR
2	04-27-2026	ADD LESS AND EXPECT AREA	DJS

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

4914-1273-0791.1



CDD 5 SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	5/5/21	SKETCH DIRECTION CALLS SE CORNER	GAR
2	04-27-2026	ADD LESS AND EXPECT AREA	DJS

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

4914-1273-0791.1

EXHIBIT 5

This instrument was prepared by:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

CONSENT AND JOINDER OF LANDOWNER FOR THE AMENDMENT OF THE BOUNDARIES OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT [CONTRACTION PARCEL]

The undersigned is the owner of certain lands which are more fully described as the "Contraction Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Verano #5 Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be removed from the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby requests and consents to removal of the Property from the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 9th day of October, 2025.

WITNESS

By: Dawn Mackerman
Name: Dawn M Ackerman
8818 SW Fluttr Way
PSL Fl. 34987

By: Carl Allen
Name: CARL ALLEN
8818 SW Flutter Way
PSL FL 34987

PSL LAND INVESTMENTS LLC
LANDOWNER

Darren Weimer
By: DARREN WEIMER
Its: AUTHORIZED SIGNATORY

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of October, 2025, by Darren Weimer, as Authorized Signator of PSL Land Investments LLC, on its behalf. He [✓] is personally known to me or [___] produced _____ as identification.

Ounica Moore
Notary Public, State of Florida

OUNICA MOORE
Commission # HH 197331
Expires March 6, 2026
Bonded Thru Budget Notary Services

EXHIBIT A:
Legal Description

VERANO PARK SITE

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE1888; THENCE S.00°01'15"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46", A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 718.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 900.00 FEET; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45"W., A DISTANCE OF 660.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 1016.00 FEET; THENCE S.89°58'45"E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1560.00 FEET TO A POINT ON WESTERLY MOST LINE OF SAID VERANO SOUTH - POD H - PLAT NO. 1; THENCE S.00°01'15"W., ALONG SAID WESTERLY MOST LINE AND ITS SOUTHERLY EXTENSION THEREOF, ALSO BEING THE WESTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 1676.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 2,178,965 SQUARE FEET OR 50.022 ACRES, MORE OR LESS.

NORTH SOUTH ROAD A COMMERCIAL

BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4558, PAGE 1957, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST,

ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWEST CORNER OF NORTH - SOUTH "A" ROADWAY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGES 20 THROUGH 23, INCLUSIVE, ALSO BEING THE NORTHWEST CORNER OF CROSSTOWN PARKWAY PLAT 2-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 13 THROUGH 18, INCLUSIVE, AND THE NORTHEAST CORNER OF CROSSTOWN PARKWAY PLAT 2-B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WITH A NON-TANGENT INTERSECTION OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'04", A DISTANCE OF 1300.45 FEET TO A POINT OF A NON-TANGENT INTERSECTION, ALSO BEING THE SOUTHEAST CORNER OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 4932, PAGE 1888, OF SAID PUBLIC RECORDS; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE EASTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 300.25 FEET TO SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22618.00 FEET AND A RADIAL BEARING OF N.02°20'22"W. AT SAID INTERSECTION; THENCE DEPARTING SAID EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL AND LONG THE SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'26, A DISTANCE OF 792.41 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°01'56", A DISTANCE OF 262.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 270.00 FEET; 3) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°08'05", A DISTANCE OF 132.58 FEET TO A POINT OF TANGENCY; 4) THENCE N.74°45'20"E., A DISTANCE OF 36.78 FEET TO THE WESTERLY CORNER OF SAID NORTH - SOUTH "A" ROADWAY PLAT; THENCE DEPARTING SAID SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 AND ALONG THE WESTERLY LINE OF SAID NORTH - SOUTH "A" ROADWAY PLAT FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE S.60°14'40"E., DISTANCE OF 35.36 FEET; 2) THENCE S.15°14'40"E.,DISTANCE OF 112.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1895.00 FEET; 3) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°03'27", A

DISTANCE OF 299.57 FEET TO A POINT OF A NON-TANGENT INTERSECTION; 4) THENCE S.39°07'36"W., A DISTANCE OF 35.55 FEET TO **POINT OF BEGINNING**.

LANDS CONTAINING: 425,313 SQUARE FEET OR 9.764 ACRES MORE OR LESS.

RANGELINE COMMERCIAL

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE 1888; THENCE S.00°01'15"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46", A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1618.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., DEPARTING SAID NORTHERLY LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45"W., DEPARTING SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE S.00°01'15"E., A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 435,600 SQUARE FEET OR 10.000 ACRES, MORE OR LESS.

EXHIBIT 6

Docusign Envelope ID: BFAD6729-4856-4D4D-90EC-AC474C0B85C6

RESOLUTION 2026-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verano #5 Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

Docusign Envelope ID: BFAD6729-4856-4D4D-90EC-AC474C0B85C6

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO #5 COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes,* the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A.** The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

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PASSED AND ADOPTED this 30th day of October, 2025.

ATTEST:

DocuSigned by:
Andressa Hinz Philippi
87D36659F55A4C5...
Assistant Secretary

VERANO #5 COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
8E26EF223D60422...
Chairman/Vice-Chairman, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

Docusign Envelope ID: BFAD6729-4856-4D4D-90EC-AC474C0B85C6

Exhibit A:

Legal Description of District Boundaries, as Amended

.

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACT AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACT CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 5069.40 FEET TO A POINT ON THE EAST LINE OF SECTION 30, TOWNSHIP 37 SOUTH, RANGE 39 EAST; THENCE S.04°13'20"E., ALONG SAID EAST LINE OF SECTION 30, A DISTANCE OF 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE S.89°40'25"W., ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF SAID SECTION 31, A DISTANCE OF 312.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2206.67 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2038.00 FEET AND A RADIAL BEARING OF S.46°54'14"W., AT SAID INTERSECTION, ALSO BEING THE **POINT OF BEGINNING;** THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°06'58", A DISTANCE OF 1462.50 FEET TO A POINT OF TANGENCY;

CONTINUED ON SHEET 2

CDD 5
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 4 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this sketch and description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Digitally signed by Gary Rager
DN: c=US, o=Florida, l=Tampa, o=GeoPoint Surveying, Inc., ou=Professional Surveyor and Mapper, cn=Gary Rager, email=GaryR@geopointsurvey.com
Date: 2021.01.27 14:09:55 -05'00'

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 1/27/21	Data File: ~~~~	
Check: GAR	P.C.: ~~~	Field Book: ~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #: S&D_CDD5	

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:48 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM

CONTINUED FROM SHEET 1

THENCE S.01°58'48"E., A DISTANCE OF 2828.10 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1998.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°29'13", A DISTANCE OF 435.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 2268.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°45'05", A DISTANCE OF 1019.35 FEET TO A POINT OF TANGENCY; THENCE S.15°14'40"E., A DISTANCE OF 603.08 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 1895.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°48'50", A DISTANCE OF 324.59 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTH WITH A RADIUS OF 22918.00 FEET, AND A RADIAL BEARING OF N.05°37'22"W. AT SAID INTERSECTION; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°38'36", A DISTANCE OF 2257.35 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45"W., A DISTANCE OF 2278.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, DATED 11/5/64 AND REVISED ON JANUARY 1965; THENCE N.00°00'58"W., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 2755.94 FEET; THENCE N.00°30'03"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609A DISTANCE OF 157.01 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N.44°46'01"E., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 5195.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 21,180,095 SQUARE FEET OR 486.228 ACRES MORE OR LESS.

LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
O.R.B. -- Official Records Book
PG(s). -- Page(s)
R/W -- Right-of-Way
R -- Radius
L -- Arc Length
D -- Delta-Central Angle
FPL -- Florida Power & Light
Sec.-Twp.-Rge. -- Section-Township-Range
S.F.W.M.D. -- South Florida Water Management District
30 29 31 32 -- Section Corner

CDD 5
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 2 of 4 Sheets

Prepared For: COTLEUR AND HEARING

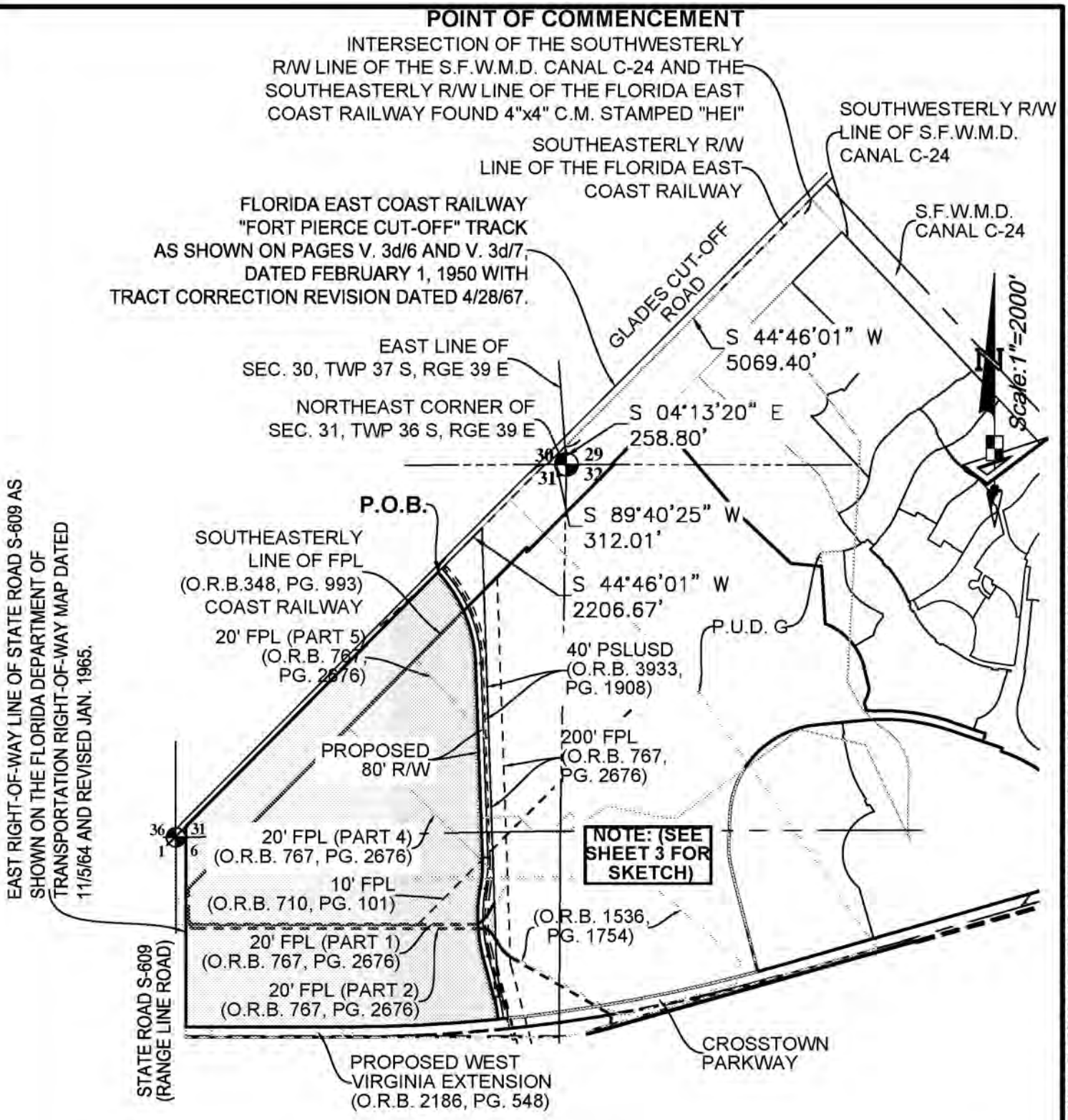
Last Date of Field Survey: N/A

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn: SWM	Date: 1/27/21	Data File: ~~~~	
Check: GAR	P.C.: ~~~	Field Book: ~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #: S&D_CDD5	

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:48 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM



CDD 5
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

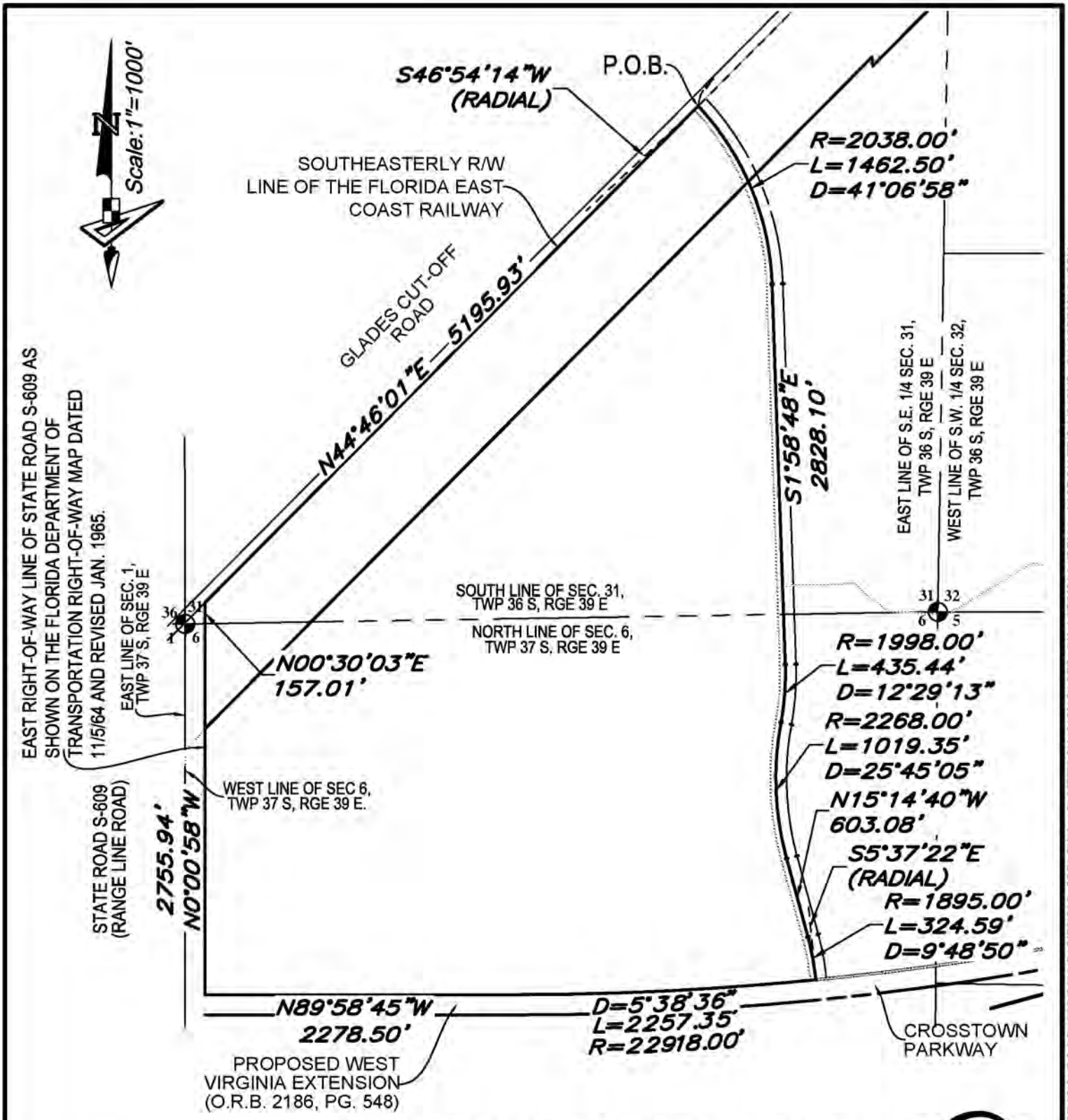
Sheet No. 3 of 4 Sheets

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Drawn:SWM	Date: 1/27/21	Data File: ~~~~
Check:GAR	P.C.:~~~	Field Book: ~~~~
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5

FILE NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:47 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM



CDD 5 SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 4 of 4 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

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Drawn:SWM	Date: 1/27/21	Data File: ~~~~	
Check:GAR	P.C.:~~~	Field Book: ~~~~	
Sections: 6 Twn. 37S Rng. 39E / 31 Twn. 36S Rng. 39E		Job #:S&D_CDD5	

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD5.DWG PLOTTED BY: GARY RAGER ON: 1/27/2021 3:47 PM LAST SAVED BY: GARYR ON: 1/27/2021 3:45 PM

LESS AND EXCEPT THE FOLLOWING PARCELS:

LEGAL DESCRIPTION: 10 ACRE PARCEL

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE 1888; THENCE S.00°01'15”W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46”, A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45”W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 1618.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45”W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE, AND ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45”W., DEPARTING SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 660.00 FEET; THENCE S.00°01'15"E., A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 435,600 SQUARE FEET OR 10.000 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY MOST CORNER OF VERANO SOUTH - P.U.D.1. - POD G - PLAT NO.1, AS RECORDED IN PLAT BOOK 92, PAGE(S) 11 THROUGH 30 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE S.74°00'26”W., ALONG THE NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, AS RECORDED IN OFFICIAL RECORDS BOOK 2186, PAGE 548 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 1444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°00'44”, A DISTANCE OF 6404.78 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

THENCE N.89°58'45”W., CONTINUING ALONG SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION OF SAID PUBLIC RECORDS, A DISTANCE OF 719.04 FEET; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE OF THE WEST VIRGINIA EXTENSION, A DISTANCE OF 1300.00 FEET; THENCE S.89°58'45”E., A DISTANCE OF 1650.00 FEET; THENCE S.00°01'15”W., A DISTANCE OF 1281.08 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS N.02°18'26”W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'41”, A DISTANCE OF 931.21 FEET TO A POINT OF TANGENCY AND THE **POINT OF BEGINNING.**

CONTAINING: 2,139,131 SQUARE FEET OR 49.107 ACRES, MORE OR LESS

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

Verano Park Site

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO. 1, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALSO BEING A POINT ON THE EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 4932, PAGE1888; THENCE S.00°01'15”W., ALONG SAID EASTERLY LINE, A DISTANCE OF 300.25 FEET TO A POINT ON THE NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.02°18'41"W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°19'46”, A DISTANCE OF 931.76 FEET TO A POINT OF TANGENCY; THENCE N.89°58'45”W., CONTINUING ALONG SAID NORTHERLY LINE, A DISTANCE OF 718.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°58'45”W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 900.00 FEET; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE, A DISTANCE OF 660.00 FEET; THENCE N.89°58'45”W., A DISTANCE OF 660.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-609, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED IN JANUARY 1965; THENCE N.00°01'15"E., ALONG SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609, A DISTANCE OF 1016.00 FEET; THENCE S.89°58'45”E., DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1560.00 FEET TO A POINT ON WESTERLY MOST LINE OF SAID VERANO SOUTH - POD H - PLAT NO. 1; THENCE S.00°01'15"W., ALONG SAID WESTERLY MOST LINE AND ITS SOUTHERLY EXTENSION THEREOF, ALSO BEING THE WESTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 1676.00 FEET TO THE POINT OF BEGINNING.

LAND CONTAINING: 2,178,965 SQUARE FEET OR 50.022 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

TOGETHER WITH:

DESCRIPTION

BEING A PORTION OF THAT TRACT OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4558, PAGE 1957, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHWEST CORNER OF NORTH - SOUTH "A" ROADWAY PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGES 20 THROUGH 23, INCLUSIVE, ALSO BEING THE NORTHWEST CORNER OF CROSSTOWN PARKWAY PLAT 2-A, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115, PAGES 13 THROUGH 18, INCLUSIVE, AND THE NORTHEAST CORNER OF CROSSTOWN PARKWAY PLAT 2-B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131, PAGES 1 THROUGH 4, INCLUSIVE, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, WITH A NON-TANGENT INTERSECTION OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22918.00 FEET AND A RADIAL BEARING OF N.05°33'35”W. AT SAID INTERSECTION; THENCE SOUTHWESTERLY, ALONG THE NORTHERLY LINE OF SAID CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°15'04", A DISTANCE OF 1300.45 FEET TO A POINT OF A NON-TANGENT INTERSECTION, ALSO BEING THE SOUTHEAST CORNER OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, AS RECORDED IN OFFICIAL RECORD BOOK 4932, PAGE 1888, OF SAID PUBLIC RECORDS; THENCE N.00°01'15”E., DEPARTING SAID NORTHERLY LINE OF CROSSTOWN PARKWAY PLAT 2-B, AND ALONG THE EASTERLY LINE OF SAID SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL, A DISTANCE OF 300.25 FEET TO SOUTHERLY MOST SOUTHWEST CORNER OF VERANO SOUTH - POD H - PLAT NO.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 1 THROUGH 16, INCLUSIVE, OF SAID PUBLIC RECORDS, ALSO BEING A POINT OF A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22618.00 FEET AND A RADIAL BEARING OF N.02°20'22”W. AT SAID INTERSECTION; THENCE DEPARTING SAID EASTERLY LINE OF SCHOOL BOARD OF ST. LUCIE COUNTY PARCEL AND LONG THE SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°00'26, A DISTANCE OF 792.41 FEET TO A POINT OF A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 430.00 FEET; 2) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°01'56”, A DISTANCE OF 262.93 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 270.00 FEET; 3) THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°08'05”, A DISTANCE OF 132.58 FEET TO A POINT OF TANGENCY; 4) THENCE N.74°45'20”E., A DISTANCE OF 36.78 FEET TO THE WESTERLY CORNER OF SAID NORTH - SOUTH "A" ROADWAY PLAT; THENCE DEPARTING SAID SOUTHERLY LINE OF VERANO SOUTH - POD H - PLAT NO. 1 AND ALONG THE WESTERLY LINE OF SAID NORTH - SOUTH

"A" ROADWAY PLAT FOR THE FOLLOWING FOUR (4) COURSES: 1) THENCE S.60°14'40”E., DISTANCE OF 35.36 FEET; 2) THENCE S.15°14'40”E.,DISTANCE OF 112.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1895.00 FEET; 3) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°03'27”, A DISTANCE OF 299.57 FEET TO A POINT OF A NON-TANGENT INTERSECTION; 4) THENCE S.39°07'36”W., A DISTANCE OF 35.55 FEET TO **POINT OF BEGINNING**.

LANDS CONTAINING: 425,313 SQUARE FEET OR 9.764 ACRES MORE OR LESS.

FOR A TOTAL OF 365.335 ACRES, MORE OR LESS.

Certificate Of Completion

Envelope Id: BFAD6729-4856-4D4D-90EC-AC474C0B85C6 Status: Completed

Subject: Verano #5: Complete with Docusign: Performance Measures.pdf, Minutes.pdf, Resolution 2026-03.pdf,

Source Envelope:

Document Pages: 22 Signatures: 10 Envelope Originator:

Certificate Pages: 2 Initials: 0 Ellen Acosta

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Status: Original Holder: Ellen Acosta Location: DocuSign

11/4/2025 7:10:09 AM eacosta@gmssf.com

Signer Events	Signature	Timestamp
Andressa Hinz Philippi AHPhilippi@gmssf.com Assistant Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: 87D36659F55A4C5...	Sent: 11/4/2025 7:15:13 AM Viewed: 11/5/2025 5:46:18 AM Signed: 11/5/2025 5:46:34 AM
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Josh Hoot jhoot@kolter.com Authorized Signatory Security Level: Email, Account Authentication (None)	DocuSigned by: 8E26EF223D60422...	Sent: 11/4/2025 7:15:12 AM Viewed: 11/4/2025 8:20:24 AM Signed: 11/4/2025 8:20:37 AM
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Editor Delivery Events	Status	Timestamp

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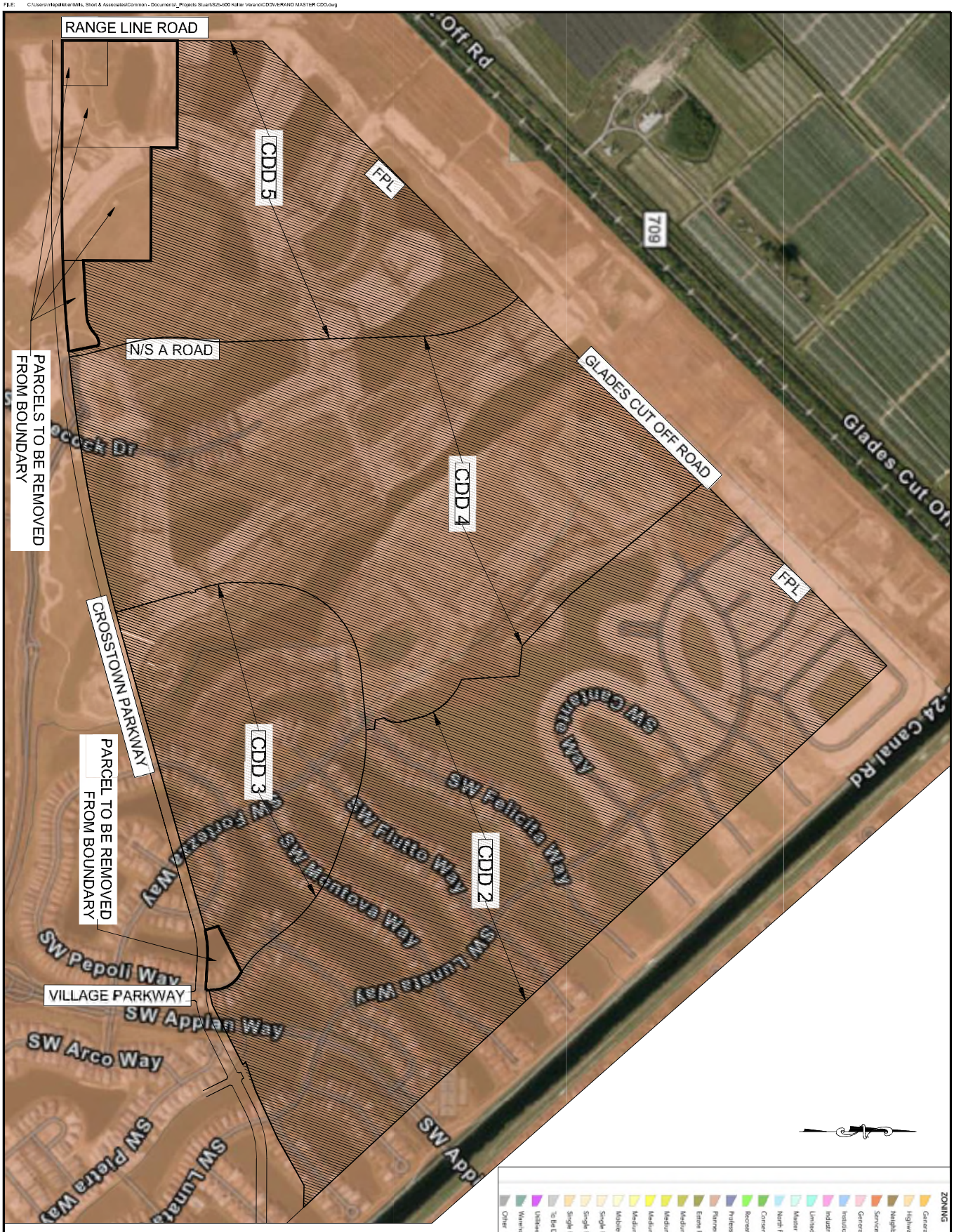
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Envelope Sent	Hashed/Encrypted	11/4/2025 7:15:13 AM
Certified Delivered	Security Checked	11/4/2025 8:20:24 AM

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Signing Complete	Security Checked	11/4/2025 8:20:37 AM
Completed	Security Checked	11/5/2025 5:46:34 AM

Payment Events	Status	Timestamps

EXHIBIT 7

FILE: C:\Users\mlepoliteo\Mills, Short & Associates\Common - Documents_Projects Stuart\525-600 Kolter Verano\CDD\VERANO MASTER CDD.dwg



ISSUE	DATE	COMMENTS

THIS SHEET

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
MJL	BMU	BMU	SEE SHEET

PROJ. NO.
DATE:
SHEET NO.

BRANDON U. MILLS, P.E. No. 65545 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Brandon U. Mills, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture

Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458

Jupiter Office
PHONE: 561.406.0007
www.MillsShortAssociates.com

Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Verano #5 Community Development District ("District"). The District was established by Ordinance No. 05-22, passed by the City Council of the City of Port St. Lucie, Florida. The current size of the District is approximately 486.228 +/- acres and the District is located entirely within the City of Port St. Lucie, Florida ("City"). The petition to amend the boundaries of the District seeks to remove approximately 118.893 +/- acres located in the City from the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 367.335 +/- acres and is planned to be developed with a total of 792 residential dwelling units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Verano #5 Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 792 residential dwelling units following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Verano #5.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years

after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any Transactional Costs (as defined herein), in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the Transactional Costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this SERC, "Transactional Costs" are direct costs that are readily ascertainable by the City based upon standard business practices, and may include:

1. Filing fees.
2. Expenses to obtain a license.
3. Necessary equipment.
4. Installation, utilities for, and maintenance of necessary equipment.
5. Necessary operations or procedures.
6. Accounting, financial, information management, and other administrative processes.
7. Labor, based on relevant wages, salaries, and benefits.
8. Materials and supplies.
9. Capital expenditures, including financing costs.
10. Professional and technical services, including contracted services necessary to implement and maintain compliance.
11. Monitoring and reporting.
12. Qualifying and recurring education, training, and testing.
13. Travel.
14. Insurance and surety requirements.
15. A fair and reasonable allocation of administrative costs and other overhead.
16. Reduced sales or other revenue.
17. Other items suggested by the rules ombudsman in the Executive Office of the Governor or by any interested person, business organization, or business representative

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City, according to the Census 2020, has a population of 949,611; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) In evaluating the impacts described in paragraphs (a) and (e), the City must include, if applicable, the market impacts likely to result from compliance with the proposed rule, including:

1. Changes to customer charges for goods or services.
2. Changes to the market value of goods or services produced, provided, or sold.
3. Changes to costs resulting from the purchase of substitute or alternative goods or services.
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing requiring education, training, or testing.

(g) Any additional information that the agency determines may be useful.

(h) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. This boundary amendment is also not likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The development of the smaller, 367.335 +/- acre area will still promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree similar to that of a larger, pre-amendment, 486.228 +/- acre area contained within the existing District boundaries.

Amending the boundaries of the District will still allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and smaller District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the

subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and smaller District. The private developer of the land in the amended and smaller District will use its private funds to conduct the private land development and construction of anticipated approximately 792 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is initiated by the private developer means that the private developer considers the amendment of the District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and smaller District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and smaller District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a larger District. The amended and smaller District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

Amending the District's boundaries will not materially increase regulatory costs to the landowners

within the Amended District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amended District. While the 118.893 acres being removed from the District will not pay assessments to the Amended District, the Amended District will also not incur costs for the construction on, and maintenance of, this 118.893 acres. Property ownership in the District is completely voluntary and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated not to exceed $5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 367.335 +/- acre master planned residential development currently anticipated to contain a total of approximately 792 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 2,772 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter. The owners of the 118.893 acres that are being removed from the District will also be affected by the boundary amendment ordinance, but that landowner has consented to the boundary amendment and will need to develop and maintain its property without the assistance of the District.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and smaller District.

The City of Port St. Lucie, Florida

The existing District as well as the Amendment Area are both located within the City. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved the ordinance establishing the District in 2005, and more recently amended the boundaries in 2021, and that petition possessed much information about the District and City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

The landowner and future residents of the small parcel being removed from the CDD will not be required to comply with the proposed ordinance, and therefore will not incur transaction costs for continuing compliance with the ordinance.

The landowner and future residents of the amended CDD will be required to comply with the ordinance, but due to the small nature of the area being contracted, these transaction costs are not significantly different than if the boundaries were not amended and the ordinance was not adopted.

The City will be required to comply with the ordinance, but will not incur any additional transaction costs not funded through the required filing fee. The City's review of annual reporting information will take the same effort and incur the same transaction costs because the CDD will still exist.

The State of Florida will be required to comply with the ordinance, but will not incur any additional transaction costs. Review of annual reporting information will take the same effort and incur the same transaction costs because the CDD will still exist.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the amendment of the District's boundaries. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City has a population of 258,575 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the District.

EXHIBIT 9

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Verano #5 Community Development District, with regard to any and all matters pertaining to the Petition to the City Council of the City of Port St. Lucie, Florida, to Amend the Boundaries of the Verano #5 Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Jacqueline A. McAteer
Name: Jacqueline A. McAteer

Jill Miller
Name: Jill Miller

VERANO #5 COMMUNITY DEVELOPMENT DISTRICT

By: Josh Hoot
Chairman, Board of Supervisors

Date: 10/10/25

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of October 2025, by Josh Hoot, as Vice President of Kitson Homes, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

CHRISTINE LAVELANET MY COMMISSION EXPIRES 06-18-2027 NOTARY PUBLIC COMM. # HH411714 STATE OF FLORIDA

NOTARY PUBLIC, STATE OF FLORIDA

Name: Christine Hofer Lavelanet
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katie E. Ibarra
Kutak Rock Llp
Po Box 10230
Tallahassee FL 32302-2230

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 04/28/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/28/2026

Legal Clerk

Notary, State of WI, County of Brown

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NOTICE OF PUBLIC HEARING
City Council for the City of Port St. Lucie, Florida, to Consider a Petition to Amend the Boundaries of Verano #5 Community Development District

DATE: May 11, 2026

TIME: 1:00 p.m.

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

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held before the City Council for the City of Port St. Lucie, Florida, to consider an ordinance to adopt an amendment to Ordinance Nos. 05-22, 06-12 and 21-50 and amend the boundaries of the Verano #5 Community Development District ("District").

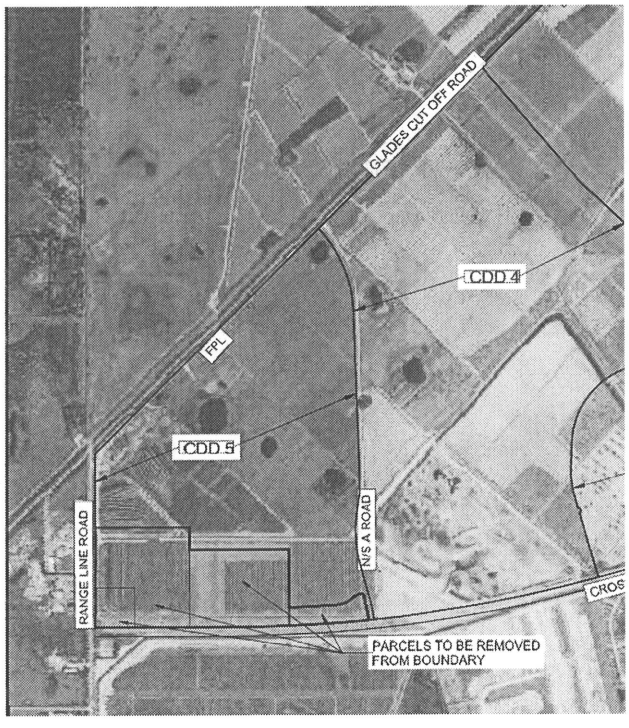
The District is comprised of approximately 486.228 acres of land, more or less, and generally located southeast of Glades Cut Off Road, southwest of C-24 Canal and north of Crosstown Parkway, as further identified in the map depicted in this notice. The District has petitioned to amend the boundary of the District by contracting the existing boundary to remove 118.893 acres, more or less, of land for a total of approximately 367.335 acres, as authorized by Chapter 190, *Florida Statutes*.

The information presented at this hearing will be used to afford the District, landowners, any affected units of local government, and the general public, a fair and adequate opportunity to appear and present oral and written comments regarding the boundary amendment of the District. If adopted, the ordinance will amend the boundaries of the District and designate the land to be serviced by the District.

Copies of the petition and the proposed ordinance are open to public inspection at the office of the City Clerk in the 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, during regular business hours. For more information, call (772) 871-1775.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any person or affected unit of general-purpose local government, who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Prior to 48 hours before the hearing, please contact the City Clerk's Office at (772) 871-5157.



PUBLISH: APRIL 28

TR-43925139

Agenda Summary

2026-413

Agenda Date: 5/26/2026 **Agenda Item No.:** 8.e

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-44, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Amending Ordinance Nos. 05-20, 06-10 and 21-48, to Contract the Boundaries of the Verano #3 Community Development District Pursuant to Chapter 190, Florida Statutes; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Submitted By: Elizabeth Hertz, Senior Deputy City Attorney, City Attorney's Office

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): The Verano #3 Community Development District (District #3) has requested that the City contract District #3.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council approve the contraction request.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the contraction request.
2. Move that the Council not approve the contraction request.

Background: A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* section 190.002(1), Florida Statutes.

A CDD is not a substitute for the local, general purpose government in which it lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments (e.g. City of Port St. Lucie). A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments.

A landowner or an existing CDD's board may petition to contract or expand the boundaries of a CDD. The exclusive and uniform method for the contraction of a CDD less than 1,000 acres in size shall be pursuant to an amending ordinance adopted by the local government in whose jurisdiction the CDD is located.

The Board of Supervisors of District #3 has submitted a petition to the City of Port St. Lucie requesting the adoption of an amending ordinance **contracting the boundaries of District #3** (the "Petition") from 320.238 acres to 312.204 acres, resulting in a total decrease of **approximately 8.03 acres.** A general location map showing the parcels to be removed and remaining parcels is attached to the Petition to Amend District #3 as Exhibit "A".

Issues/Analysis: Before a contraction petition can be considered for review, a determination must be made as to whether the requirements of sections 190.046 and 190.005, Florida Statutes, have been satisfied. The Legal Department reviewed the Petition and found it to be in compliance with the statutory requirements, thus the petition can be considered for approval or denial by City Council.

In making a determination of whether to grant or deny a petition for the contraction of a CDD, City Council is to consider the six (6) factors established in section 190.005(1)(e), Florida Statutes. The City of Port St. Lucie's Planning and Zoning, Finance, Public Works, Utility Systems, City Suveyor, and Legal Departments applied the six (6) statutory criteria to the information provided in the petition, which were:

1. Whether all statements contained within the petition have been found to be true and correct.
Staff has reviewed the contraction petition and finds all statements within the petition to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
Staff has found the contraction of the existing District #3 to be consistent with the City's Comprehensive Plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
Staff has found the area of land within the contracted District #3 to be sufficiently sized, sufficiently compact, and sufficiently contiguous to be developed as one functional community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
The Petitioner has provided an analysis of alternatives that demonstrates that the contracted District #3 is favorable to other alternatives.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
The community development services to be provided by the contracted District #3 are not incompatible with the capacity and uses of existing local and regional community services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.
The area that will be served by the contracted District #3 is amenable to special district government based on consideration of the above criteria.

Financial Information: The District's estimated project costs of constructing the services, based on available data in the Petition have not changed in any significant manner due to the contraction.

Special Consideration: N/A

Location of Project: Verano #3 Community Development District

Business Impact Statement: N/A

Attachments:
1. Ordinance.
    Exhibit “A” to Ordinance
2. Petition to Amend the Boundaries of Verano #3 Community Development District

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25295-10

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING ORDINANCE NOS. 05-20, 06-10 AND 21-48, TO CONTRACT THE BOUNDARIES OF THE VERANO #3 COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Port St. Lucie, Florida ("**City**") enacted Ordinance Nos. 05-20, 06-10 and 21-48, establishing the Verano #3 Community Development District ("**District**" or "**Petitione**r"), pursuant to Chapter 190, Florida Statutes; and

WHEREAS, District has petitioned the City to adopt an ordinance amending the boundaries of the District pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the City, in determining whether to amend the District boundaries, has considered and finds that all statements contained in the *Petition to Amend the Boundaries of Verano #3 Community Development District* ("**Petition**") are true and correct; and

WHEREAS, the City has considered and finds that amending the District is not inconsistent with any applicable element or portion of the City of Port St. Lucie's Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing, pursuant to Chapter 190, Florida Statutes, to consider the Petition was held prior to the adoption of this Ordinance establishing the District.

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

SECTION 1: LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals are hereby adopted as the legislative and administrative findings of the City.

SECTION 2: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, *Florida Statutes* (2025).

SECTION 3: AMENDMENT TO EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are amended as described in **Exhibit A** attached hereto.

SECTION 4: SEVERABILITY. It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 5: CONFLICTS. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed. Except as stated herein, Ordinance Nos. 05-20, 06-10 and 21-48 remain in full force and effect.

SECTION 6: EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___ day of _____, 2026.

ATTEST:

_____
Sally Walsh, City Clerk

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

4936-0516-1360.1

EXHIBIT A

VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION, AS AMENDED

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTIONS 32 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL NUMBER C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 4810.96 FEET; THENCE S.45°13'59" E., A DISTANCE OF 5903.19 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 1885.20 FEET, AND A RADIAL BEARING OF S.06°14'12" E. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING THE **POINT OF BEGINNING**; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'36", A DISTANCE OF 145.10 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 2930.00 FEET, AND A RADIAL BEARING OF S.02°24'18" E. AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'45", A DISTANCE OF 1056.64 FEET TO A NON-TANGENT INTERSECTION; THENCE S.71°11'28" E., A DISTANCE OF 839.28 FEET; THENCE S.18°48'32" W., A DISTANCE OF 50.00 FEET; THENCE S.71°11'28" E., A DISTANCE OF 20.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 2280.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'37", A DISTANCE OF 1291.71 FEET TO A POINT OF TANGENCY; THENCE S.38°43'51" E., A DISTANCE OF 362.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°06'06", A DISTANCE OF 596.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; THENCE S.04°37'46" E., A DISTANCE OF 115.59 FEET; THENCE S.76°11'52" W., A DISTANCE OF 119.74 FEET; THENCE N.86°26'39" W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.74°00'26" W., A DISTANCE OF 4444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 22918.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A NON-TANGENT INTERSECTION; THENCE N.15°59'34" W., A DISTANCE OF 1409.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1500.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°36'44", A DISTANCE OF 461.09 FEET TO A POINT OF TANGENCY; THENCE N.01°37'10" E., A DISTANCE OF 429.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1381.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°01'29", A DISTANCE OF 2001.15 FEET TO A POINT OF TANGENCY; THENCE N.84°38'39" E., A DISTANCE OF 733.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 13,949,567 SQUARE FEET OR 320.238 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

LESS AND EXCEPT:

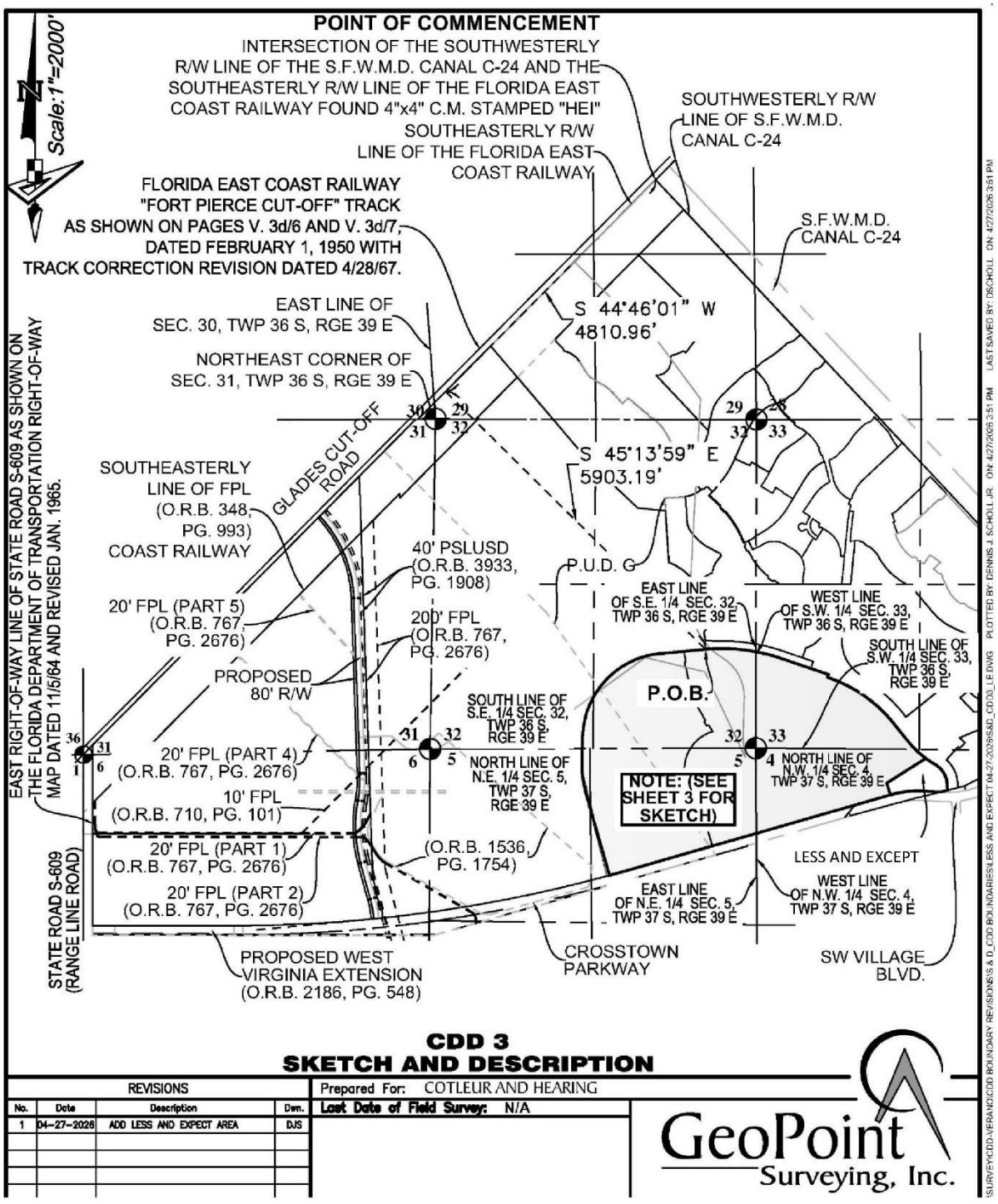
DESCRIPTION

BEING ALL OF COMMERCIAL PARCEL 1 AND A PORTION OF POD 2, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHEASTERLY MOST CORNER, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE SOUTHERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE S.76°11'52"W., A DISTANCE OF 119.74 FEET; 2) THENCE N.86°26'39"W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; 3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; 4) THENCE S.74°00'26"W., A DISTANCE OF 17.00 FEET; THENCE N.15°59'34"W., DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 199.31 FEET; THENCE N.57°38'00"E., A DISTANCE OF 742.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET AND A RADIAL BEARING OF N.36°40'00"E. AT SAID INTERSECTION, THE FOLLOWING THREE (3) COURSES BEING ALONG THE SAID EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°29'57", A DISTANCE OF 183.76 FEET TO A POINT REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; 2) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; 3) THENCE S.04°37'46"E., A DISTANCE OF 115.59 FEET TO THE **POINT OF BEGINNING**.

TOTAL LANDS CONTAINING: 349,965 SQUARE FEET OR 8.034 ACRES, MORE OR LESS.

FOR A TOTAL OF 312.204 ACRES, MORE OR LESS.



CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	04-27-2026	ADD LESS AND EXPECT AREA	DJS

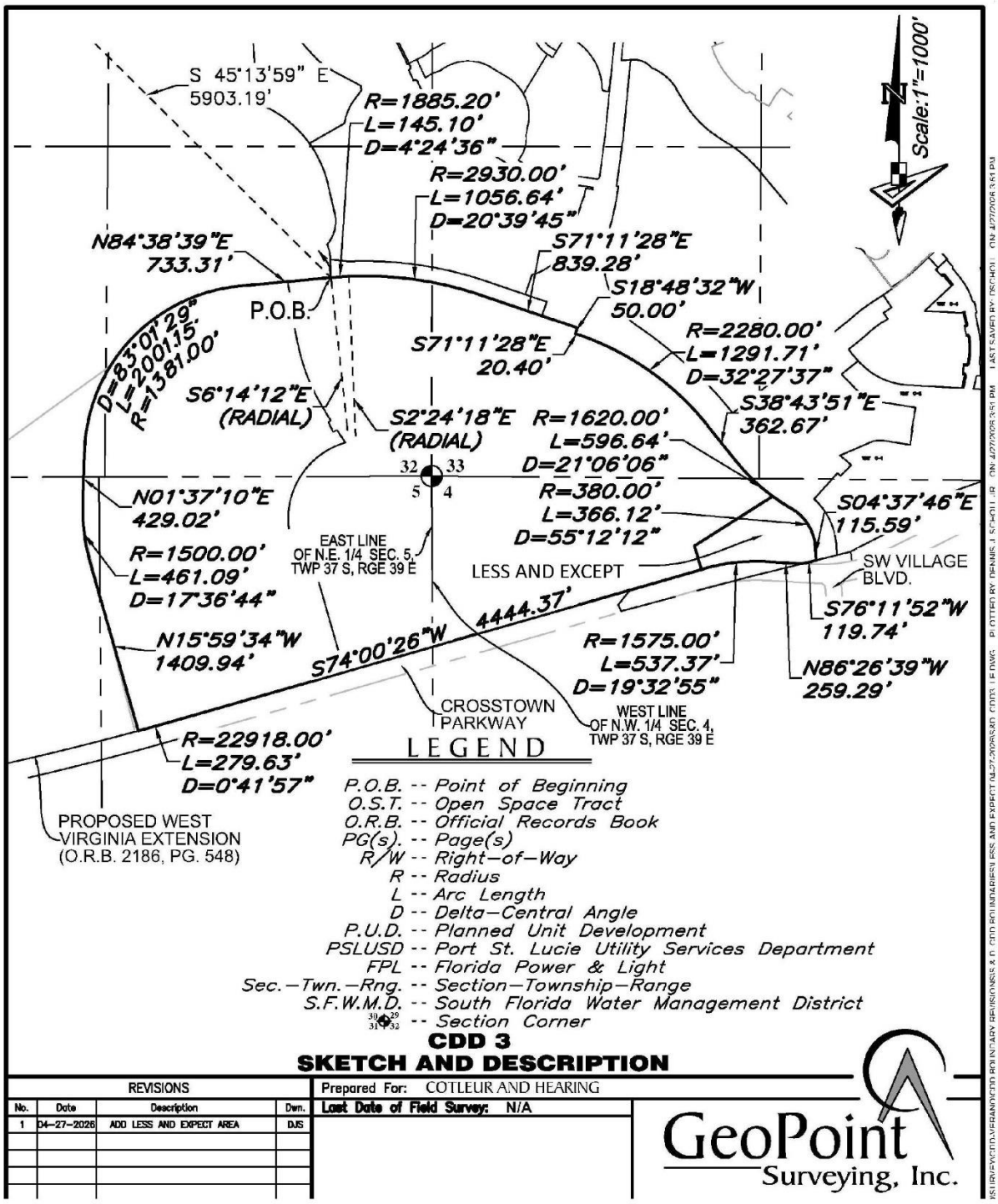
Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

I:\SURVEY\CDD-VERANDA\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\LESS AND EXPECT 04-27-2026\SAD_CDD3_LE.DWG PLOTTED BY: DENNIS J. SCHOLL JR. ON 4/27/2026 3:51 PM LAST SAVED BY: DSCHOLL ON 4/27/2026 3:51 PM

4918-1354-9223.1



LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
O.R.B. -- Official Records Book
PG(s). -- Page(s)
R/W -- Right-of-Way
R -- Radius
L -- Arc Length
D -- Delta-Central Angle
P.U.D. -- Planned Unit Development
PSLUSD -- Port St. Lucie Utility Services Department
FPL -- Florida Power & Light
Sec.-Twn.-Rng. -- Section-Township-Range
S.F.W.M.D. -- South Florida Water Management District
30 29 31 32 -- Section Corner

CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	04-27-2026	ADD LESS AND EXPECT AREA	DJS

Prepared For: COTLEUR AND HEARING
Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

4918-1354-9223.1

PETITION TO AMEND THE BOUNDARIES OF VERANO #3 COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

BEFORE THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA

PETITION TO AMEND THE BOUNDARIES OF
VERANO #3 COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Verano #3 Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Ordinance Nos. 05-20, 06-10 and 21-48, and located entirely within the boundaries of the City of Port St. Lucie, Florida ("District"), hereby petitions the City Council of the City of Port St. Lucie, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance Nos. 05-20, 06-10 and 21-48 to remove approximately 8.034 acres from the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within the City of Port St. Lucie, Florida ("County"). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 320.238 acres of land and is located southeast of Glades Cut Off Road, southwest of C-24 Canal, and north of Crosstown Parkway. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be removed from the District ("Contraction Parcels") which comprise approximately 8.034 acres are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 312.204 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended ("Amended District").

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 5.** The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2026-04 at **Exhibit 6,** constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are William Fife, Jonathan Seifel, Tim Smith, Luis Carcamo and Darren Weimer.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 7**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. District Facilities and Services. The Contraction Parcel does receive some limited services from the District (e.g., connects to the stormwater system, etc.), and will share in the administrative, operations and maintenance costs of the District in the future pursuant to a recorded funding agreement.

7. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

8. Agent Authorization. **Exhibit 9** is an authorization of agent authorizing Jere Earlywine to act as the District's agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Jere Earlywine, Esq.
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

9. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the City Council of the City of Port St. Lucie, Florida:

a. Schedule a public hearing in accordance with the requirements of Section 190.046(1)(f), Florida Statutes; and

b. Grant the petition and amend Ordinance Nos. 05-20, 06-10 and 21-48 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 22nd day of October, 2025.

KUTAK ROCK LLP

Jere Earlywine, Esq.
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301
Ph: (850) 528-6152

EXHIBIT 1

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture
Jupiter Office
1065 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458
Jupiter Office
PHONE: 561.406.6407
www.millsshortassociates.com
Vero Beach Office
700 22nd Place, Suite 250
Vero Beach, Florida 32960

BRANDON M. ULMER
No. 68345
PROFESSIONAL ENGINEER
STATE OF FLORIDA

ISSUE	DATE	COMMENTS

TYPE SHEET			
DRAWN BY: MJL	CHECKED BY: BMU	APPROVED BY: BMU	SCALE: SEE SHEET

PROJ. NO.
DATE
SHEET NO.

FILE: C:\Users\brandon\Mills Short & Associates\Common - Documents_Projects Stuart\525-600 Ideal Vero\NEW\NO MASTER CDD.dwg

EXHIBIT 2

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTIONS 32 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL NUMBER C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 4810.96 FEET; THENCE S.45°13'59" E., A DISTANCE OF 5903.19 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 1885.20 FEET, AND A RADIAL BEARING OF S.06°14'12" E. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING THE **POINT OF BEGINNING**; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'36", A DISTANCE OF 145.10 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 2930.00 FEET, AND A RADIAL BEARING OF S.02°24'18" E. AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'45", A DISTANCE OF 1056.64 FEET TO A NON-TANGENT INTERSECTION; THENCE S.71°11'28" E., A DISTANCE OF 839.28 FEET; THENCE S.18°48'32" W., A DISTANCE OF 50.00 FEET; THENCE S.71°11'28" E., A DISTANCE OF 20.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 2280.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'37", A DISTANCE OF 1291.71 FEET TO A POINT OF TANGENCY; THENCE S.38°43'51" E., A DISTANCE OF 362.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°06'06", A DISTANCE OF 596.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; THENCE S.04°37'46" E., A DISTANCE OF 115.59 FEET; THENCE S.76°11'52" W., A DISTANCE OF 119.74 FEET; THENCE N.86°26'39" W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.74°00'26" W., A DISTANCE OF 4444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 22918.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A NON-TANGENT INTERSECTION; THENCE N.15°59'34" W., A DISTANCE OF 1409.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1500.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°36'44", A DISTANCE OF 461.09 FEET TO A POINT OF TANGENCY; THENCE N.01°37'10" E., A DISTANCE OF 429.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1381.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°01'29", A DISTANCE OF 2001.15 FEET TO A POINT OF TANGENCY; THENCE N.84°38'39" E., A DISTANCE OF 733.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 13,949,567 SQUARE FEET OR 320.238 ACRES, MORE OR LESS.

CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 3 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this sketch and description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

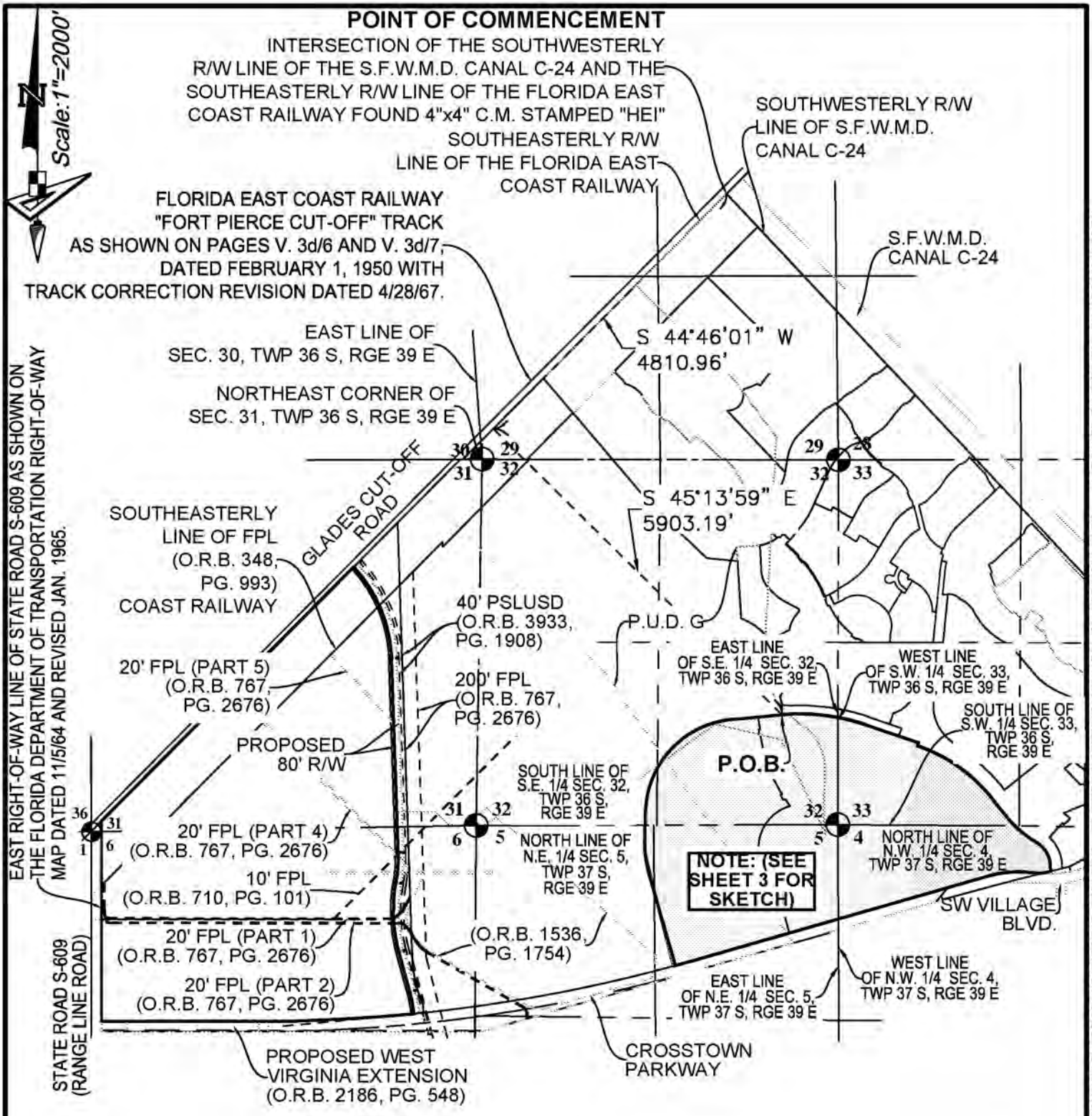
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn:SWM	Date: 2/17/21	Data File: ~~~~
Check:GAR	P.C.:~~~	Field Book: ~~~~

Sections: 4 & 5 Twn. 37S Rng. 39E / 32 & 33 Twn. 36S Rng. 39E | Job #:S&D_C

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD3.DWG PLOTTED BY: SERGIO MACHADO ON: 2/22/2021 3:31 PM LAST SAVED BY: SERGIOM ON: 2/22/2021 3:30 PM



CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

Sheet No. 2 of 3 Sheets

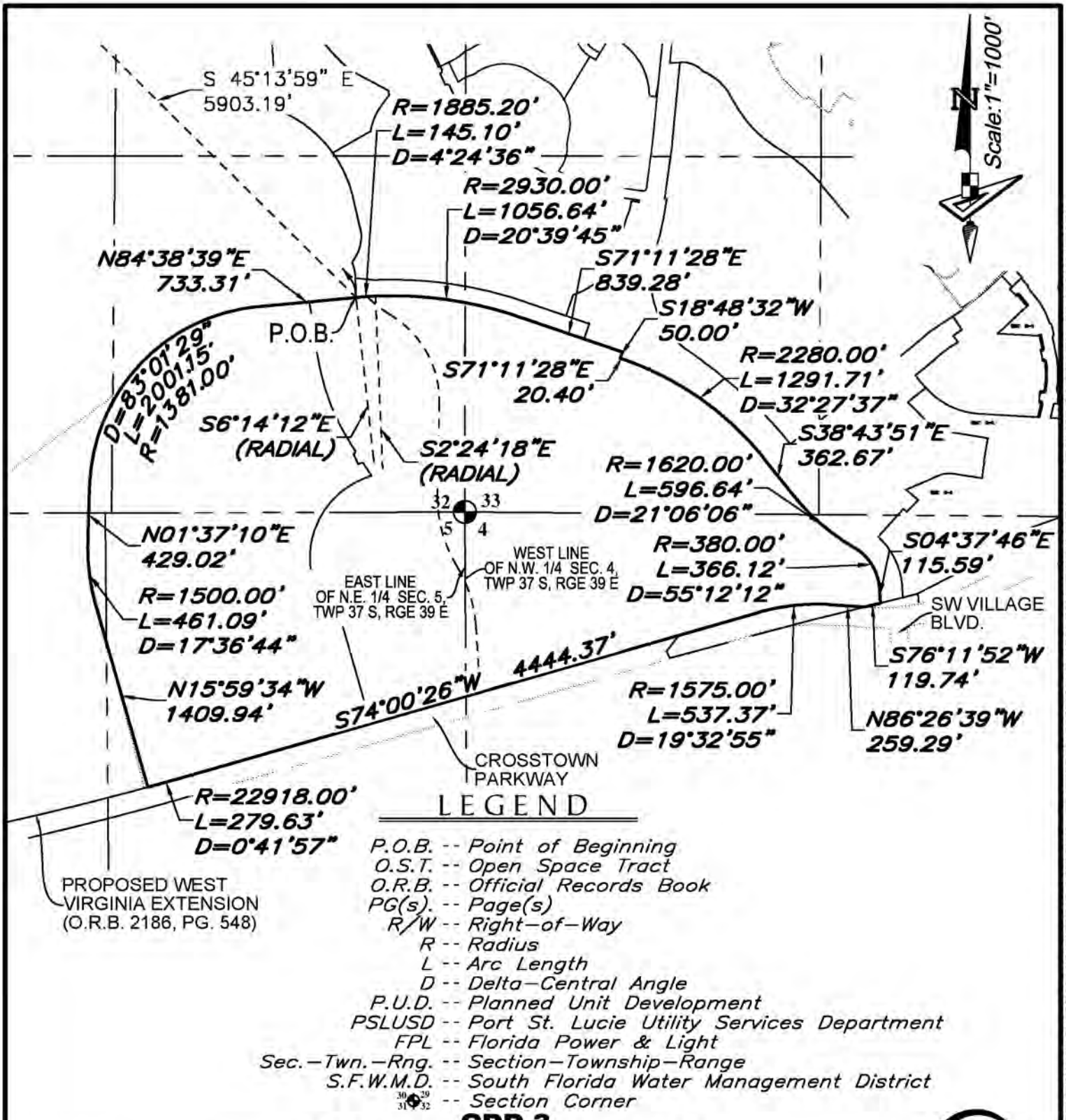
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Check: GAR	P.C.: ~~~	Field Book: ~~~~

Sections: 4 & 5 Twn. 37S Rng. 39E / 32 & 33 Twn. 36S Rng. 39E | Job #: S&D_C

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD3.DWG PLOTTED BY: SERGIO MACHADO ON: 2/22/2021 3:31 PM LAST SAVED BY: SERGIOM ON: 2/22/2021 3:30 PM



LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
O.R.B. -- Official Records Book
PG(s). -- Page(s)
R/W -- Right-of-Way
R -- Radius
L -- Arc Length
D -- Delta-Central Angle
P.U.D. -- Planned Unit Development
PSLUSD -- Port St. Lucie Utility Services Department
FPL -- Florida Power & Light
Sec.-Twn.-Rng. -- Section-Township-Range
S.F.W.M.D. -- South Florida Water Management District
30/31 29/32 -- Section Corner

CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 3 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

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Sections: 4 & 5 Twn. 37S Rng. 39E / 32 & 33 Twn. 36S Rng. 39E | Job #:S&D_C

FILE NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD3.DWG PLOTTED BY: SERGIO MACHADO ON: 2/22/2021 3:31 PM LAST SAVED BY: SERGIOM ON: 2/22/2021 3:30 PM

EXHIBIT 3

DESCRIPTION

BEING ALL OF COMMERCIAL PARCEL 1 AND A PORTION OF POD 2, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHEASTERLY MOST CORNER, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE SOUTHERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE S.76°11'52"W., A DISTANCE OF 119.74 FEET; 2) THENCE N.86°26'39"W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; 3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; 4) THENCE S.74°00'26"W., A DISTANCE OF 17.00 FEET; THENCE N.15°59'34"W., DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 199.31 FEET; THENCE N.57°38'00"E., A DISTANCE OF 742.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET AND A RADIAL BEARING OF N.36°40'00"E. AT SAID INTERSECTION, THE FOLLOWING THREE (3) COURSES BEING ALONG THE SAID EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°29'57", A DISTANCE OF 183.76 FEET TO A POINT REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; 2) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; 3) THENCE S.04°37'46"E., A DISTANCE OF 115.59 FEET TO THE **POINT OF BEGINNING**.

TOTAL LANDS CONTAINING: 349,965 SQUARE FEET OR 8.034 ACRES, MORE OR LESS.

EXHIBIT 4

VERANO #3 COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION, AS AMENDED

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTIONS 32 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL NUMBER C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 4810.96 FEET; THENCE S.45°13'59" E., A DISTANCE OF 5903.19 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 1885.20 FEET, AND A RADIAL BEARING OF S.06°14'12" E. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING THE **POINT OF BEGINNING**; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'36", A DISTANCE OF 145.10 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 2930.00 FEET, AND A RADIAL BEARING OF S.02°24'18" E. AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'45", A DISTANCE OF 1056.64 FEET TO A NON-TANGENT INTERSECTION; THENCE S.71°11'28" E., A DISTANCE OF 839.28 FEET; THENCE S.18°48'32" W., A DISTANCE OF 50.00 FEET; THENCE S.71°11'28" E., A DISTANCE OF 20.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 2280.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'37", A DISTANCE OF 1291.71 FEET TO A POINT OF TANGENCY; THENCE S.38°43'51" E., A DISTANCE OF 362.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°06'06", A DISTANCE OF 596.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; THENCE S.04°37'46" E., A DISTANCE OF 115.59 FEET; THENCE S.76°11'52" W., A DISTANCE OF 119.74 FEET; THENCE N.86°26'39" W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.74°00'26" W., A DISTANCE OF 4444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 22918.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A NON-TANGENT INTERSECTION; THENCE N.15°59'34" W., A DISTANCE OF 1409.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1500.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°36'44", A DISTANCE OF 461.09 FEET TO A POINT OF TANGENCY; THENCE N.01°37'10" E., A DISTANCE OF 429.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1381.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°01'29", A DISTANCE OF 2001.15 FEET TO A POINT OF TANGENCY; THENCE N.84°38'39" E., A DISTANCE OF 733.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 13,949,567 SQUARE FEET OR 320.238 ACRES, MORE OR LESS.

[CONTINUED ON FOLLOWING PAGE]

LESS AND EXCEPT:

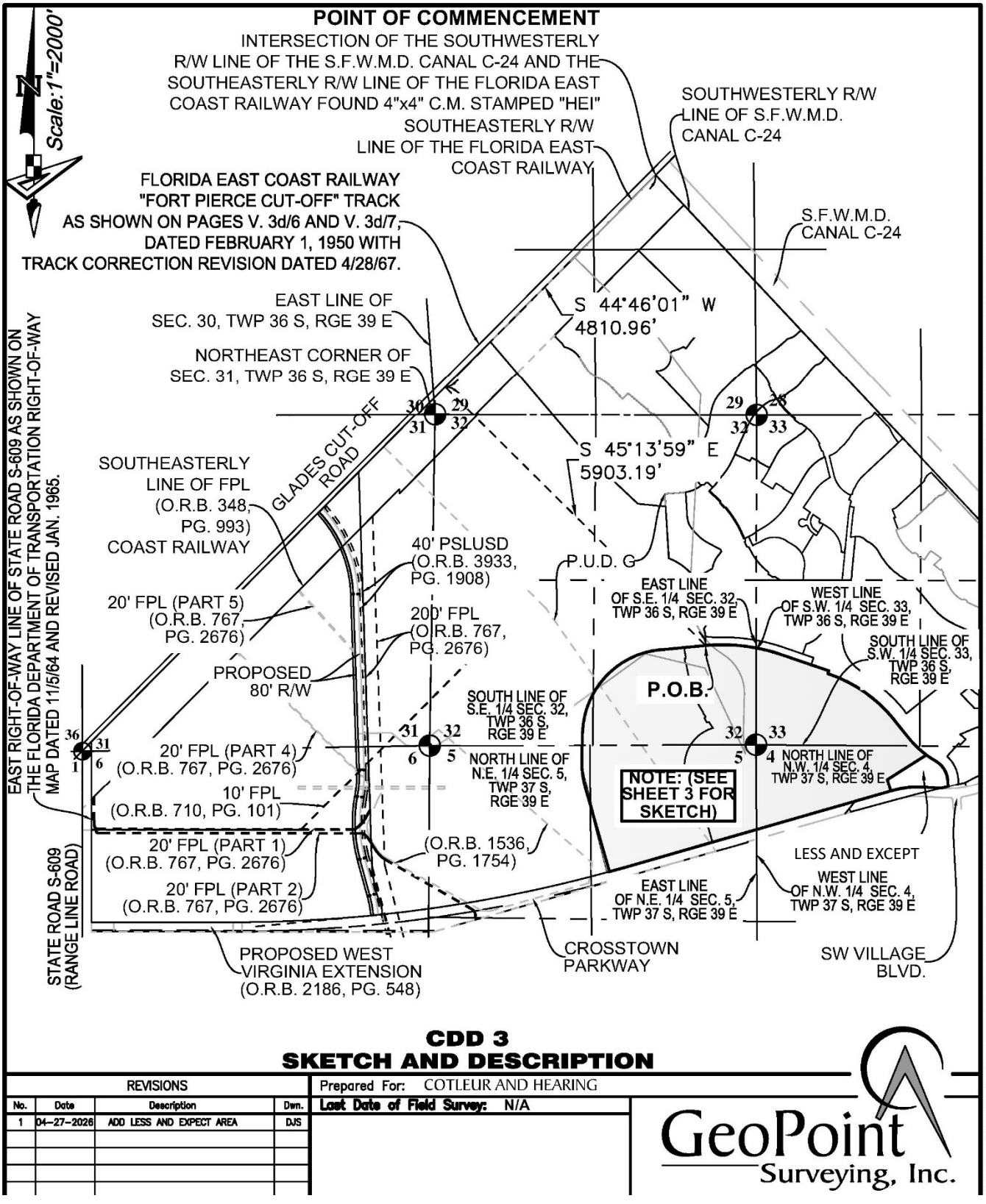
DESCRIPTION

BEING ALL OF COMMERCIAL PARCEL 1 AND A PORTION OF POD 2, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHEASTERLY MOST CORNER, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE SOUTHERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE S.76°11'52"W., A DISTANCE OF 119.74 FEET; 2) THENCE N.86°26'39"W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; 3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; 4) THENCE S.74°00'26"W., A DISTANCE OF 17.00 FEET; THENCE N.15°59'34"W., DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 199.31 FEET; THENCE N.57°38'00"E., A DISTANCE OF 742.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET AND A RADIAL BEARING OF N.36°40'00"E. AT SAID INTERSECTION, THE FOLLOWING THREE (3) COURSES BEING ALONG THE SAID EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°29'57", A DISTANCE OF 183.76 FEET TO A POINT REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; 2) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; 3) THENCE S.04°37'46"E., A DISTANCE OF 115.59 FEET TO THE **POINT OF BEGINNING**.

TOTAL LANDS CONTAINING: 349,965 SQUARE FEET OR 8.034 ACRES, MORE OR LESS.

FOR A TOTAL OF 312.204 ACRES, MORE OR LESS.



CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	04-27-2026	ADD LESS AND EXPECT AREA	DJS

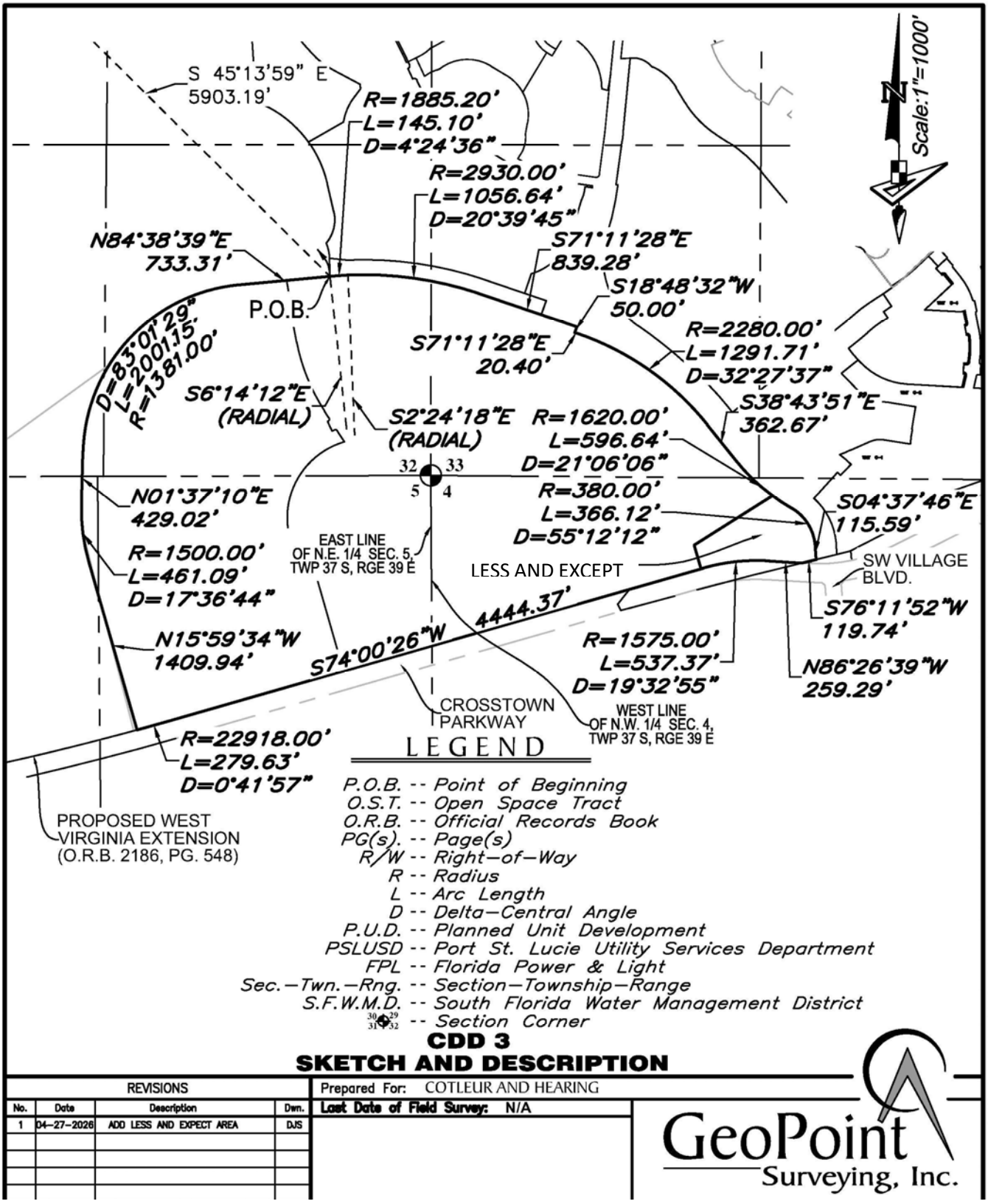
Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

\SURVEY\CDD-VERANO\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\LESS AND EXPECT 04-27-2026\S&D_CDD3_LE.DWG PLOTTED BY: DENNIS J. SCHOLL JR. ON: 4/27/2026 3:51 PM LAST SAVED BY: DSCHOLL ON: 4/27/2026 3:51 PM

4918-1354-9223.1



LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
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30 29 31 32 -- Section Corner

CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.
1	04-27-2026	ADD LESS AND EXPECT AREA	DJS

Prepared For: COTLEUR AND HEARING
Last Date of Field Survey: N/A

GeoPoint Surveying, Inc.

SURVEY CONTROL FRAMEWORK AND BOUNDARY REVISIONS & CDD BOUNDARIES PLOTTED BY DENNIS J. SCHULZ, JR. ON 4/27/2026 1:41 PM LAST SAVED BY DSCHULZ ON 4/27/2026 1:41 PM

EXHIBIT 5

This instrument was prepared by:

KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

CONSENT AND JOINDER OF LANDOWNER FOR THE AMENDMENT OF THE BOUNDARIES OF THE VERANO #3 COMMUNITY DEVELOPMENT DISTRICT [CONTRACTION PARCEL]

The undersigned is the owner of certain lands which are more fully described as the "Contraction Parcel" in **Exhibit A** attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Verano #3 Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be removed from the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be removed from the District.

The undersigned hereby requests and consents to removal of the Property from the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 16th day of October, 2025.

WITNESS

By: _____
Name: Darlene J. Miklos

By: _____
Name: Bryon T. LoPreste

DK CENTRAL PARK LLC
LANDOWNER

_____
By: James P. Harvey
Its: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of [x] physical presence or ☐ online notarization, this 15th day of October, 2025, by James P. Harvey, as Authorized Signatory of DK Central Park LLC, on its behalf. He [x] is personally known to me or [___] produced _____ as identification.

_____
Notary Public, State of Florida

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

EXHIBIT A: Legal Description

EXHIBIT A:
Legal Description

DESCRIPTION

BEING ALL OF COMMERCIAL PARCEL 1 AND A PORTION OF POD 2, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE SOUTHEASTERLY MOST CORNER, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES BEING ALONG THE SOUTHERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE S.76°11'52"W., A DISTANCE OF 119.74 FEET; 2) THENCE N.86°26'39"W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; 3) THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; 4) THENCE S.74°00'26"W., A DISTANCE OF 17.00 FEET; THENCE N.15°59'34"W., DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 199.31 FEET; THENCE N.57°38'00"E., A DISTANCE OF 742.94 FEET TO A POINT ON THE EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, ALSO BEING A POINT OF NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET AND A RADIAL BEARING OF N.36°40'00"E. AT SAID INTERSECTION, THE FOLLOWING THREE (3) COURSES BEING ALONG THE SAID EASTERLY LINE OF SAID VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1; 1) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°29'57", A DISTANCE OF 183.76 FEET TO A POINT REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; 2) THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; 3) THENCE S.04°37'46"E., A DISTANCE OF 115.59 FEET TO THE **POINT OF BEGINNING**.

TOTAL LANDS CONTAINING: 349,965 SQUARE FEET OR 8.034 ACRES, MORE OR LESS.

EXHIBIT 6

Docusign Envelope ID: 462AD82E-6128-4DF1-A974-F48ED2460FC3

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VERANO #3 COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Verano #3 Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District desires to amend its boundaries to be consistent with the legal description set forth in **Exhibit A** ("**Boundary Amendment**"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

Docusign Envelope ID: 462AD82E-6128-4DF1-A974-F48ED2460FC3

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO #3 COMMUNITY DEVELOPMENT DISTRICT:

1. RECITALS. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION FOR BOUNDARY AMENDMENT. Pursuant to Chapter 190, *Florida Statutes,* the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation necessary to seek the amendment of the District's boundaries as described in **Exhibit A.** The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

3. AUTHORIZATION FOR AGENT. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

4. EFFECTIVE DATE. This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

Docusign Envelope ID: 462AD82E-6128-4DF1-A974-F48ED2460FC3

PASSED AND ADOPTED this 30th day of October, 2025.

ATTEST:

DocuSigned by:
Andressa Hinz Philippi
87D36659F55A4C5...
Assistant Secretary

VERANO #3 COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:
21AABD855FB74D4...
Chairman/Vice-Chairman, Board of Supervisors

Exhibit A: Legal Description of District Boundaries, as Amended

Docusign Envelope ID: 462AD82E-6128-4DF1-A974-F48ED2460FC3

Exhibit A:

Legal Description of District Boundaries, as Amended

.

DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST AND SECTIONS 32 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, IN THE CITY OF PORT ST. LUCIE, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL NUMBER C-24, AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SAID CANAL NUMBER C-24, CHECKED DATED 11/25/58 AND REVISED ON 2/23/59 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY "FORT PIERCE CUT-OFF" TRACK AS SHOWN ON RIGHT-OF-WAY MAPS, PAGES V.3d/6 AND V.3d/7, DATED FEBRUARY 1, 1950 WITH "TRACK CORRECT" REVISION DATED 4/28/67; THENCE S.44°46'01"W., ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY, A DISTANCE OF 4810.96 FEET; THENCE S.45°13'59" E., A DISTANCE OF 5903.19 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 1885.20 FEET, AND A RADIAL BEARING OF S.06°14'12" E. AT SAID INTERSECTION, SAID INTERSECTION ALSO BEING THE **POINT OF BEGINNING**; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°24'36", A DISTANCE OF 145.10 FEET TO A NON-TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 2930.00 FEET, AND A RADIAL BEARING OF S.02°24'18" E. AT SAID INTERSECTION; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°39'45", A DISTANCE OF 1056.64 FEET TO A NON-TANGENT INTERSECTION; THENCE S.71°11'28" E., A DISTANCE OF 839.28 FEET; THENCE S.18°48'32" W., A DISTANCE OF 50.00 FEET; THENCE S.71°11'28" E., A DISTANCE OF 20.40 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 2280.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'37", A DISTANCE OF 1291.71 FEET TO A POINT OF TANGENCY; THENCE S.38°43'51" E., A DISTANCE OF 362.67 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 1620.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°06'06", A DISTANCE OF 596.64 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, WITH A RADIUS OF 380.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°12'12", A DISTANCE OF 366.12 FEET TO A POINT OF TANGENCY; THENCE S.04°37'46" E., A DISTANCE OF 115.59 FEET; THENCE S.76°11'52" W., A DISTANCE OF 119.74 FEET; THENCE N.86°26'39" W., A DISTANCE OF 259.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH, WITH A RADIUS OF 1575.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°32'55", A DISTANCE OF 537.37 FEET TO A POINT OF TANGENCY; THENCE S.74°00'26" W., A DISTANCE OF 4444.37 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 22918.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'57", A DISTANCE OF 279.63 FEET TO A NON-TANGENT INTERSECTION; THENCE N.15°59'34" W., A DISTANCE OF 1409.94 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 1500.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°36'44", A DISTANCE OF 461.09 FEET TO A POINT OF TANGENCY; THENCE N.01°37'10" E., A DISTANCE OF 429.02 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 1381.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°01'29", A DISTANCE OF 2001.15 FEET TO A POINT OF TANGENCY; THENCE N.84°38'39" E., A DISTANCE OF 733.31 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 13,949,567 SQUARE FEET OR 320.238 ACRES, MORE OR LESS.

CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 1 of 3 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

SURVEYOR'S CERTIFICATE

This certifies that this sketch and description was made under my supervision and meets the Standards of Practice set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary Rager

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

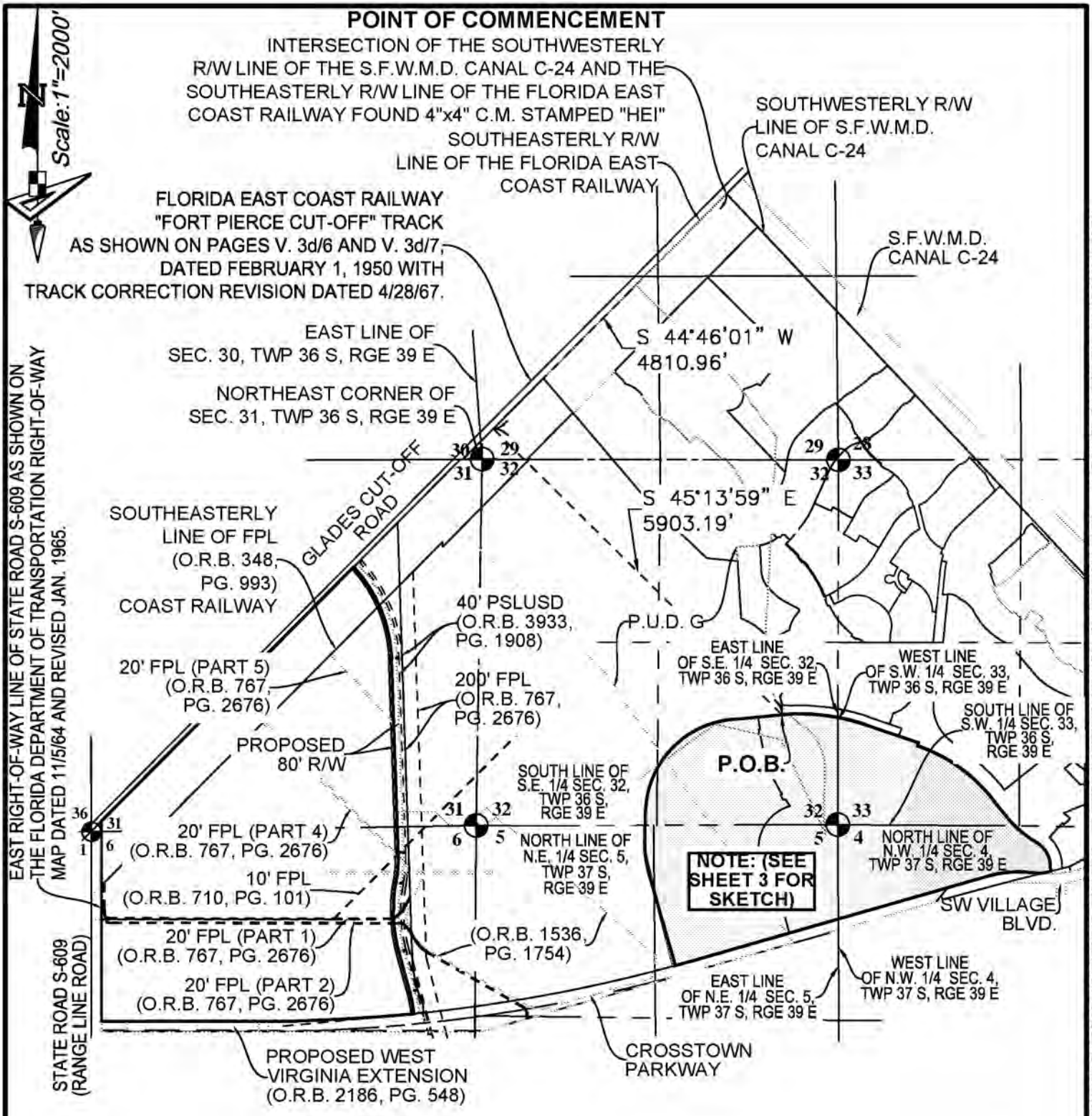
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
4152 W. Blue Heron Blvd.
Suite 105
Riviera Beach, FL 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business Number LB 7768

Drawn:SWM	Date: 2/17/21	Data File: ~~~~
Check:GAR	P.C.:~~~	Field Book: ~~~~

Sections: 4 & 5 Twn. 37S Rng. 39E / 32 & 33 Twn. 36S Rng. 39E | Job #:S&D_C

NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD3.DWG PLOTTED BY: SERGIO MACHADO ON: 2/22/2021 3:31 PM LAST SAVED BY: SERGIOM ON: 2/22/2021 3:30 PM



CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

Sheet No. 2 of 3 Sheets

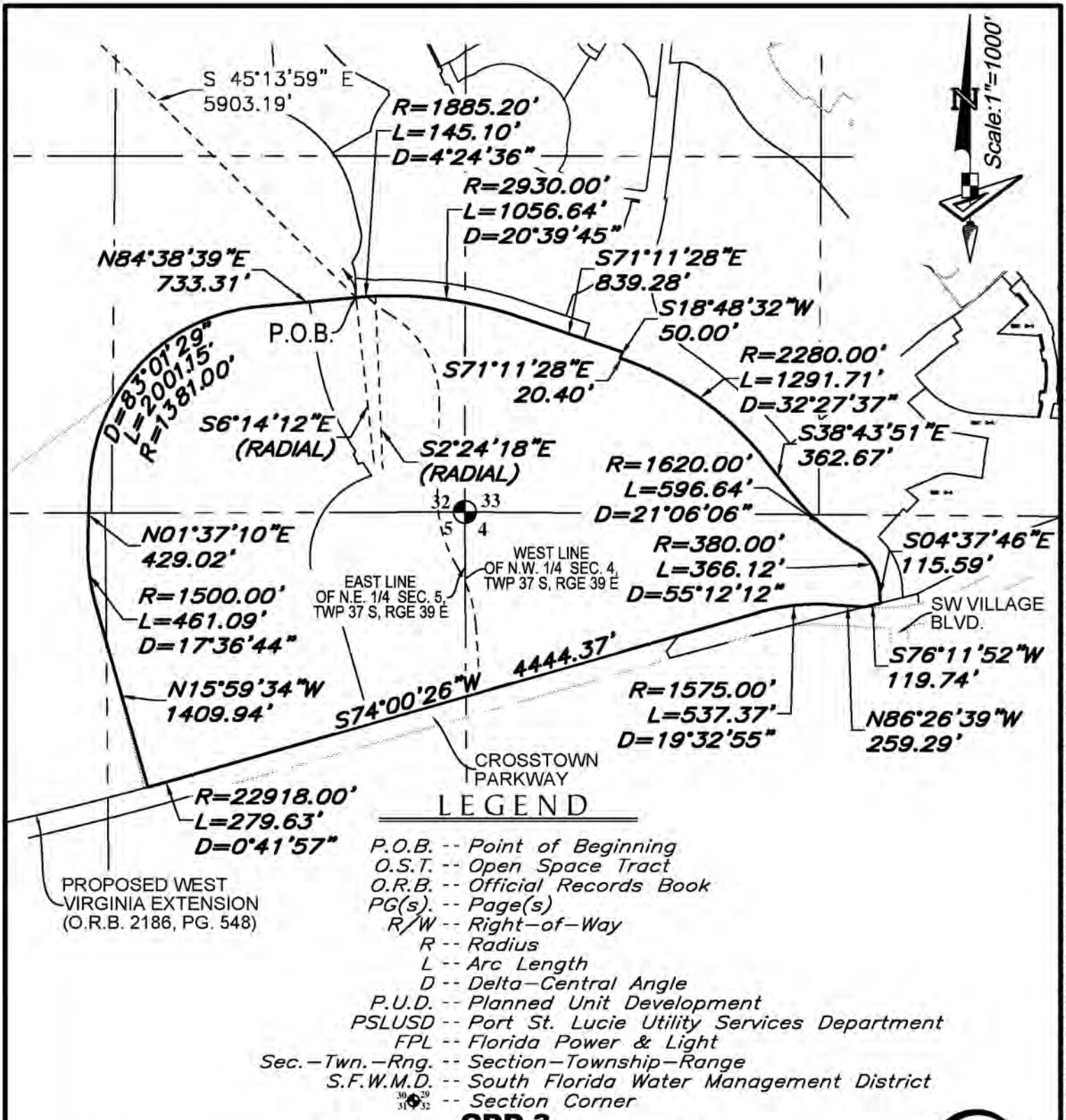
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

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Check: GAR	P.C.: ~~~	Field Book: ~~~~

Sections: 4 & 5 Twn. 37S Rng. 39E / 32 & 33 Twn. 36S Rng. 39E | Job #: S&D_C

FILE NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD3.DWG PLOTTED BY: SERGIO MACHADO ON: 2/22/2021 3:31 PM LAST SAVED BY: SERGIOM ON: 2/22/2021 3:30 PM



LEGEND

P.O.B. -- Point of Beginning
O.S.T. -- Open Space Tract
O.R.B. -- Official Records Book
PG(s). -- Page(s)
R/W -- Right-of-Way
R -- Radius
L -- Arc Length
D -- Delta-Central Angle
P.U.D. -- Planned Unit Development
PSLUSD -- Port St. Lucie Utility Services Department
FPL -- Florida Power & Light
Sec.-Twn.-Rng. -- Section-Township-Range
S.F.W.M.D. -- South Florida Water Management District
30 29 31 32 -- Section Corner

CDD 3
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Sheet No. 3 of 3 Sheets

Prepared For: COTLEUR AND HEARING

Last Date of Field Survey: N/A

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Check:GAR	P.C.:~~~	Field Book: ~~~~

Sections: 4 & 5 Twn. 37S Rng. 39E / 32 & 33 Twn. 36S Rng. 39E | Job #:S&D_C

FILE NAME: W:\VERANO\SURVEY\CDD BOUNDARY REVISIONS\S & D_CDD BOUNDARIES\S&D_CDD3.DWG PLOTTED BY: SERGIO MACHADO ON: 2/22/2021 3:31 PM LAST SAVED BY: SERGIOM ON: 2/22/2021 3:30 PM

LESS AND EXCEPT:

DESCRIPTION

BEING ALL OF COMMERCIAL PARCEL 1 AND A PORTION OF POD 2, VERANO SOUTH P.U.D. 1 - POD G - PLAT NO. 1, AS RECORDED IN PLAT BOOK 92, PAGES 11 THROUGH 30, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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TOTAL LANDS CONTAINING: 349,965 SQUARE FEET OR 8.034 ACRES, MORE OR LESS.

FOR A TOTAL OF 312.204 ACRES, MORE OR LESS.

Certificate Of Completion

Envelope Id: 462AD82E-6128-4DF1-A974-F48ED2460FC3 Status: Completed

Subject: Verano#3: Complete with Docusign: 8-21-25 Minutes.pdf, Resolution 2026-01.pdf, Resolution 2026-02

Source Envelope:

Document Pages: 23 Signatures: 12 Envelope Originator:

Certificate Pages: 2 Initials: 0 Ellen Acosta

AutoNav: Enabled 1001 Bradford Way

EnvelopeId Stamping: Enabled Kingston, TN 37763

Time Zone: (UTC-08:00) Pacific Time (US & Canada) eacosta@gmssf.com

IP Address: 162.199.192.217

Record Tracking

Status: Original Holder: Ellen Acosta Location: DocuSign

11/4/2025 6:11:49 AM eacosta@gmssf.com

Signer Events	Signature	Timestamp
Andressa Hinz Philippi AHPhilippi@gmssf.com Assistant Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: 87D36659F55A4C5...	Sent: 11/4/2025 6:29:41 AM Viewed: 11/5/2025 5:47:50 AM Signed: 11/5/2025 5:48:02 AM
	Signature Adoption: Pre-selected Style Using IP Address: 2601:58b:c00:4380:1c0c:8480:5e4b:9346	
Electronic Record and Signature Disclosure: Not Offered via Docusign		
William Fife WFife@brookfieldkolter.com Chair William Fife Security Level: Email, Account Authentication (None)	DocuSigned by: 21AABD855FB74D4...	Sent: 11/4/2025 6:29:40 AM Viewed: 11/4/2025 8:10:18 AM Signed: 11/4/2025 8:10:42 AM
	Signature Adoption: Drawn on Device Using IP Address: 72.188.100.146 Signed using mobile	
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/4/2025 6:29:41 AM
Certified Delivered	Security Checked	11/4/2025 8:10:18 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/4/2025 8:10:42 AM
Completed	Security Checked	11/5/2025 5:48:02 AM

Payment Events	Status	Timestamps

EXHIBIT 7

FILE: C:\Users\HeidiMeek\Mills Short & Associates\Common - Documents_Projects Short\25-005 Kidz_Harvest\SERAND MASTER COD.dwg

ISSUE	DATE	COMMENTS

DESIGNED BY: MJL
CHECKED BY: BMJ
APPROVED BY: BMJ
SCALE: SEE SHEET
TITLE SHEET
PROJ. NO.
DATE
SHEET NO.

BRANDON ULMER
No. 68345
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Mills, Short & Associates
Civil & Structural Engineering
Land Planning & Landscape Architecture
Jupiter Office
1095 Jupiter Park Drive, Suite 10
Jupiter, Florida 33458
Jupiter Office
PHONE: 561.406.0007
www.MillsShortAssociates.com
Vero Beach Office
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

EXHIBIT 8

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to amend the boundaries of the Verano #3 Community Development District ("District"). The District was established by Ordinance No. 05-20, passed by the City Council of the City of Port St. Lucie, Florida. The current size of the District is approximately 320.238 +/- acres and the District is located entirely within the City of Port St. Lucie, Florida ("City"). The petition to amend the boundaries of the District seeks to remove approximately 8.034 +/- acres located in the City from the District ("Amendment Area"). After the amendment, the District will be projected to contain approximately 312.204 +/- acres and is planned to be developed with a total of 1,662 residential dwelling units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Verano #3 Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 1,662 residential dwelling units following the amendment of the District's boundaries.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Verano #3.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years

after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any Transactional Costs (as defined herein), in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the Transactional Costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this SERC, "Transactional Costs" are direct costs that are readily ascertainable by the City based upon standard business practices, and may include:

1. Filing fees.
2. Expenses to obtain a license.
3. Necessary equipment.
4. Installation, utilities for, and maintenance of necessary equipment.
5. Necessary operations or procedures.
6. Accounting, financial, information management, and other administrative processes.
7. Labor, based on relevant wages, salaries, and benefits.
8. Materials and supplies.
9. Capital expenditures, including financing costs.
10. Professional and technical services, including contracted services necessary to implement and maintain compliance.
11. Monitoring and reporting.
12. Qualifying and recurring education, training, and testing.
13. Travel.
14. Insurance and surety requirements.
15. A fair and reasonable allocation of administrative costs and other overhead.
16. Reduced sales or other revenue.
17. Other items suggested by the rules ombudsman in the Executive Office of the Governor or by any interested person, business organization, or business representative

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (The City, according to the Census 2020, has a population of 949,611; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) In evaluating the impacts described in paragraphs (a) and (e), the City must include, if applicable, the market impacts likely to result from compliance with the proposed rule, including:

1. Changes to customer charges for goods or services.
2. Changes to the market value of goods or services produced, provided, or sold.
3. Changes to costs resulting from the purchase of substitute or alternative goods or services.
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing requiring education, training, or testing.

(g) Any additional information that the agency determines may be useful.

(h) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance amending the boundaries of the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. This boundary amendment is also not likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The development of the smaller, 312.204 +/- acre area will still promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation to a degree similar to that of a larger, pre-amendment, 320.238 +/- acre area contained within the existing District boundaries.

Amending the boundaries of the District will still allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the amended and smaller District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the amended District. The provision of District's infrastructure and the

subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the amended and smaller District. The private developer of the land in the amended and smaller District will use its private funds to conduct the private land development and construction of anticipated approximately 1,662 residential dwelling units, the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved without amending the District's boundaries by the private sector alone, the fact that the amendment of the District's boundaries is initiated by the private developer means that the private developer considers the amendment of the District's boundaries and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the amended and smaller District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the amending of the boundaries of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the amended District boundaries in the development. When the question is phrased in this manner, it can be surmised that the amendment of the District's boundaries is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the amended and smaller District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the amendment of the District's boundaries for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was a larger District. The amended and smaller District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The amendment of the District's boundaries will not increase any regulatory costs of the State or the City by virtue that the District has already been established and amending its size does not change the regulatory requirements that the District will be subject to after the initial review of the petition to amend its boundaries by the City and approval of such petition by the City. As described in more detail in Section 4, the District will pay a one-time filing fee to the City to offset any expenses that the City may incur in the processing of this petition to amend the District's boundaries.

Amending the District's boundaries will not materially increase regulatory costs to the landowners

within the Amended District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the Amended District. While the 8.034 acres being removed from the District will not pay assessments to the Amended District, the Amended District will also not incur costs for the construction on, and maintenance of, this 8.034 acres. Property ownership in the District is completely voluntary and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated not to exceed $5,000,000.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The proposed amended District will serve land that comprises an approximately 312.204 +/- acre master planned residential development currently anticipated to contain a total of approximately 1,662 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 5,817 +/- and all of these residents as well as the landowners within the District will be affected by the ordinance. The City and certain state agencies will not be affected by or required to comply with the ordinance as more fully discussed hereafter. The owner of the 8.034 acres that is being removed from the District will also be affected by the boundary amendment ordinance, but that landowner has consented to the boundary amendment and will need to develop and maintain its property without the assistance of the District.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance amending the District's boundaries on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the amendment of the boundaries of an existing independent local special purpose government, there will be no additional enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

Amending the boundaries of an already existing independent local special purpose government will result in no costs to any State governmental entities to implement and enforce the proposed amended and smaller District.

The City of Port St. Lucie, Florida

The existing District as well as the Amendment Area are both located within the City. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to amend the boundaries of the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, the City approved the ordinance establishing the District in 2005, and more recently amended the boundaries in 2021, and that petition possessed much information about the District and City staff should be generally familiar with the District. Second, review of the petition to amend the boundaries of the District does not include analysis of the project itself. Third, the petition itself provides much of the information needed for a staff review. Fourth, the City already possesses the staff needed to conduct the review without the need for new staff. Fifth, there is no capital required to review the petition. Sixth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to amend the boundaries of a community development district.

Further, there will be no increase in the very small annual costs to City, because of the amendment of the District's boundaries. The District is an independent unit of local government. The only annual costs the City faces, which will not change with the amendment of the District's boundaries, are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

The landowner and future residents of the small parcel being removed from the CDD will not be required to comply with the proposed ordinance, and therefore will not incur transaction costs for continuing compliance with the ordinance.

The landowner and future residents of the amended CDD will be required to comply with the ordinance, but due to the small nature of the area being contracted, these transaction costs are not significantly different than if the boundaries were not amended and the ordinance was not adopted.

The City will be required to comply with the ordinance, but will not incur any additional transaction costs not funded through the required filing fee. The City's review of annual reporting information will take the same effort and incur the same transaction costs because the CDD will still exist.

The State of Florida will be required to comply with the ordinance, but will not incur any additional

transaction costs. Review of annual reporting information will take the same effort and incur the same transaction costs because the CDD will still exist.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the amendment of the District's boundaries. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City has a population of 258,575 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S.

7.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to amend the boundaries of the District.

EXHIBIT 9

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock, LLP, to act as agent for Petitioner, Verano #3 Community Development District, with regard to any and all matters pertaining to the Petition to the City Council of the City of Port St. Lucie, Florida, to Amend the Boundaries of the Verano #3 Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1), *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

WITNESSES:

Name: DARLENE J. MIKLOS

Name: BRYON T. LOPRESTE

VERANO #3 COMMUNITY DEVELOPMENT DISTRICT

By: William Fife
Chairman, Board of Supervisors

Date: 10/9/25

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 9th day of October, 2025, by WILLIAM FIFE, as CHAIRMAN of VERANO #3 CDD, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

BRYON T. LOPRESTE
MY COMMISSION # HH 456133
EXPIRES: January 27, 2028

Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Katie E. Ibarra
Kutak Rock Llp
Po Box 10230
Tallahassee FL 32302-2230

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 04/28/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/28/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$472.40		
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING
City Council for the City of Port St. Lucie, Florida, to Consider a Petition to Amend the Boundaries of Verano #3 Community Development District

DATE: May 11, 2026
TIME: 1:00 p.m.
LOCATION: Council Chambers, City Hall
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

In compliance with the provisions of Chapter 190, *Florida Statutes*, a public hearing will be held before the City Council for the City of Port St. Lucie, Florida, to consider an ordinance to adopt an amendment to Ordinance Nos. 05-20, 06-10 and 21-48 and amend the boundaries of the Verano #3 Community Development District ("District").

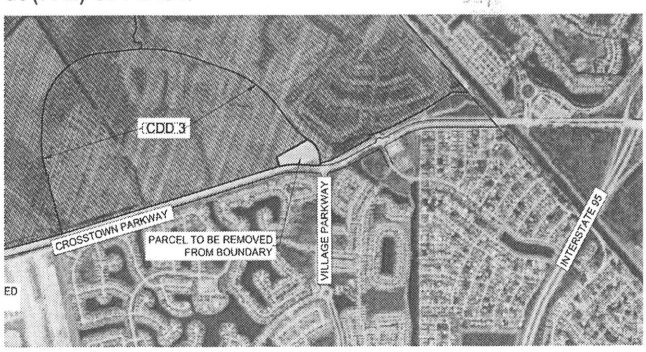
The District is comprised of approximately 320.238 acres of land, more or less, and generally located southeast of Glades Cut Off Road, southwest of C-24 Canal and north of Crosstown Parkway, as further identified in the map depicted in this notice. The District has petitioned to amend the boundary of the District by contracting the existing boundary to remove 8.034 acres, more or less, of land for a total of approximately 312.204 acres, as authorized by Chapter 190, *Florida Statutes*.

The information presented at this hearing will be used to afford the District, landowners, any affected units of local government, and the general public, a fair and adequate opportunity to appear and present oral and written comments regarding the boundary amendment of the District. If adopted, the ordinance will amend the boundaries of the District and designate the land to be serviced by the District.

Copies of the petition and the proposed ordinance are open to public inspection at the office of the City Clerk in the 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, during regular business hours. For more information, call (772) 871-1775.

All interested persons and affected units of general-purpose local government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any person or affected unit of general-purpose local government, who wishes to appeal any decision made by the Board with respect to any matter considered at this public hearing will need a record of the proceedings. For that purpose, the person or unit of general-purpose local government may need to ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Prior to 48 hours before the hearing, please contact the City Clerk's Office at (772) 871-5157.



PUBLISH: APRIL 28

TR-43925115

Agenda Summary

2026-430

Agenda Date: 5/26/2026 **Agenda Item No.:** 8.f

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-45, an Ordinance Rezoning Approximately 0.55-Acres of Land at the Northwest Corner of SW Biltmore Street and SW Voltair Terrace, from Single-Family Residential (RS-2) Zoning District to Service Commercial (CS) Zoning District, for Properties Legally Described as Port St. Lucie Section 13, Block 626, Lot 15 and 16 (P26-019).

Submitted By: Francis Forman, Planner III

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Executive Summary (General Business): The city received a rezoning request from Raeann Sells Florida, LLC, acting agent on behalf of the applicant, Michael Kells/EKIM Enterprises, LLC, requesting the rezoning of two parcels, totaling 0.55 acres, from the Single-Family Residential (RS-2) Zoning District to the Service Commercial (CS) Zoning District. The property is legally described as Port St. Lucie Section 13, Block 626, Lots 15 & 16. Each property currently contains a single-family residence, and the Applicant proposes to change the zoning district to bring the properties into uniformity to the surrounding area and allow a different set of uses on the property.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the proposed rezoning as recommended by the Planning and Zoning Board.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the proposed rezoning.
2. Move that the Council deny the rezoning and provide staff direction.

Background: On March 3rd, 2026, the Planning and Zoning Board unanimously voted to recommend approval of the rezoning to the City Council.

Issues/Analysis: The rezoning classification complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. The Service Commercial (CS) Zoning District is compatible with the Light Industrial/Service Commercial (LI/CS) future land use classification per Policy 1.1.4.13 of the Future Land Use Element.

Financial Information: N/A

Special Consideration: The subject site is located within Area 25 of the Land Use Conversion Manual which lays out additional requirements for properties to be rezoned. Such requirements include minimum frontage and depth of the area being rezoned. For Conversion Area 25, any property wishing to rezone must have a minimum frontage of 160 feet and depth of 240 feet, with an exception to the depth requirement if the entire rear lot line is bordered by a major drainage right-of-way, canal or non-residential use and sufficient frontage exists for development. The two parcels that make up the subject site are the last remaining lots in the area to be rezoned to the Service Commercial (CS) zoning district and the rear lot lines are completely bounded by existing non-residential warehousing uses. The lots also provide sufficient frontage along SW Biltmore Street to allow for future redevelopment of the site, therefore, the subject properties meet the exception to the depth requirements of Conversion Area 25.

Location of Project: The property is located at 481 SW Voltair Terrace and 1892 SW Biltmore Street.

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Staff Report
3. Agent Authorization Letter
4. Warranty Deed Lot 15
5. Warranty Deed Lot 16
6. Application
7. Staff Presentation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26042-03, 26048-12

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-45

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, REZONING APPROXIMATELY 0.55-ACRES OF LAND, LOCATED NORTHWEST CORNER OF SW BILTMORE STREET AND SW VOLTAIR TERRACE, FROM SINGLE-FAMILY RESIDENTIAL (RS-2) ZONING DISTRICT TO SERVICE COMMERCIAL (CS) ZONING DISTRICT, FOR PROPERTIES LEGALLY DESCRIBED AS LOTS 15 AND 16, BLOCK 626, PORT ST. LUCIE SECTION THIRTEEN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (P26-019).

WHEREAS, Reanne Laratro of Raeann Sells Florida, LLC, on behalf of Michael Kells and Ekim Enterprises, LLC, the owners, seeks to rezone approximately 0.55-acres of land located on the northwest corner of SW Biltmore Street and SW Voltair Terrace, and within the City of Port St. Lucie, from Single-Family Residential (RS-2) Zoning District to Service Commercial (CS) Zoning District; and

WHEREAS, the proposed zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan and complies with the City's Code of Ordinances; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on March 3, 2026, to consider the rezoning application (P26-019), notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on March 23, 2026, to consider the rezoning application (P26-019)**,** advertising of the public hearing having been made; and

WHEREAS, the City Council has considered the rezoning application (P26-019) and, based on substantial and competent evidence, the City Council has determined to rezone the property legally described as Lots 15 and 16, Block 626, Port St. Lucie Section Thirteen, according

to the Plat thereof, as recorded in Plat Book 14, Page 4, of the Public Records of St. Lucie County, Florida, as provided herein.

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

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

Section 2. The property is located on the northwest corner of SW Biltmore Street and SW Voltair Terrace, and legally described as Lots 15 and 16, Block 626, Port St. Lucie Section Thirteen, according to the Plat thereof, as recorded in Plat Book 14, Page 4, is hereby rezoned from Single-Family Residential (RS-2) Zoning District to Service Commercial (CS) Zoning District.

Section 3. Conflict. If any ordinance, or parts of ordinances, or if any sections, or parts of sections, of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 5. Effective Date. That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 26-45

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2026.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Shannon M. Martin, Mayor

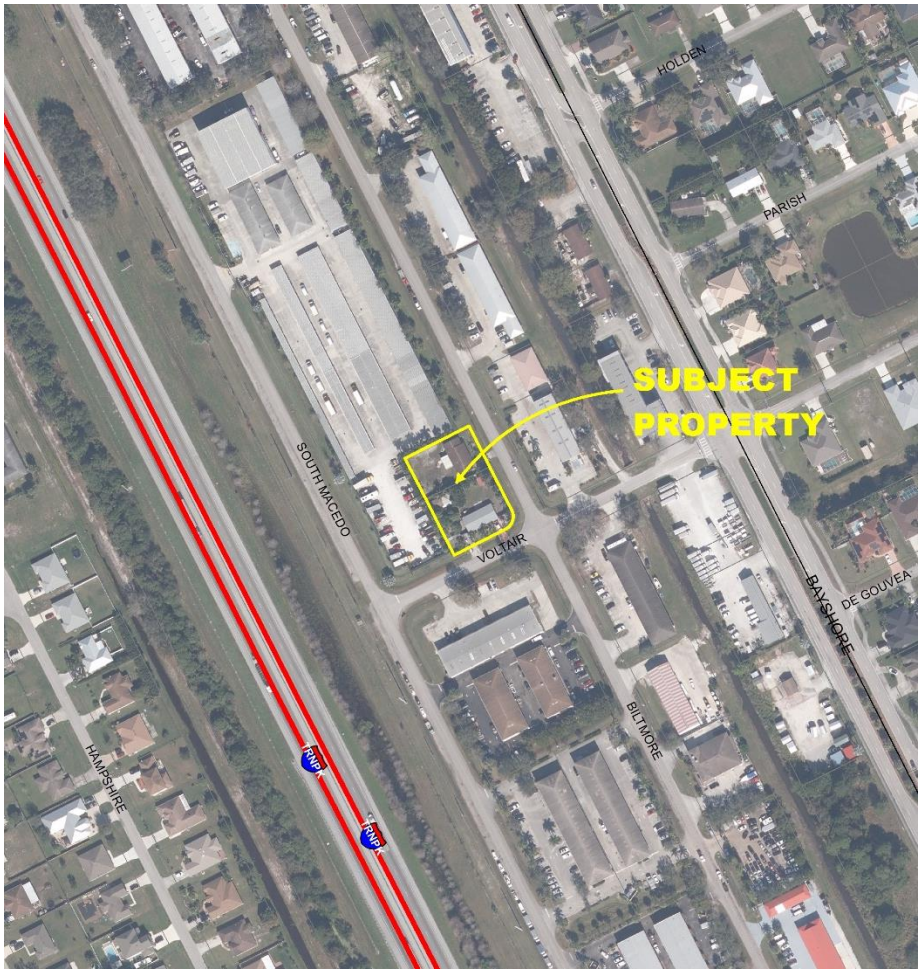
ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

BY:_____
Richard Berrios, City Attorney

Kells, Michael
Rezoning
P26-019



Project Location Map

SUMMARY

Applicant's Request:	Rezoning from the Single-Family Residential (RS-2) Zoning District to the Service Commercial (CS) Zoning District
Applicant:	Raeann Laratro, Raeann Sells Florida, LLC
Property Owner:	Michael Kells
Location:	The property is located at the northwest corner of SW Biltmore Drive & SW Voltair Terrace
Address:	1892 SW Biltmore Street & 481 SW Voltair Terrace
Project Planner:	Francis Forman, Planner III

Project Description

The city has received a request from Raeann Larato, acting as agent on behalf of the applicant, Michael Kells to rezone two parcels, totaling 0.55 acres, from the Single-Family Residential (RS-2) Zoning District to the Service Commercial (CS) Zoning District. The property is legally described as Port St. Lucie Section 13, Block 626, Lots 15 & 16. Each property currently contains a single-family residence.

Public Notice Requirements

Public notice was mailed to owners within 750 feet of the property, and the item was included in the ad for the **March 3, 2026**, Planning & Zoning Board meeting.

Location and Site Information

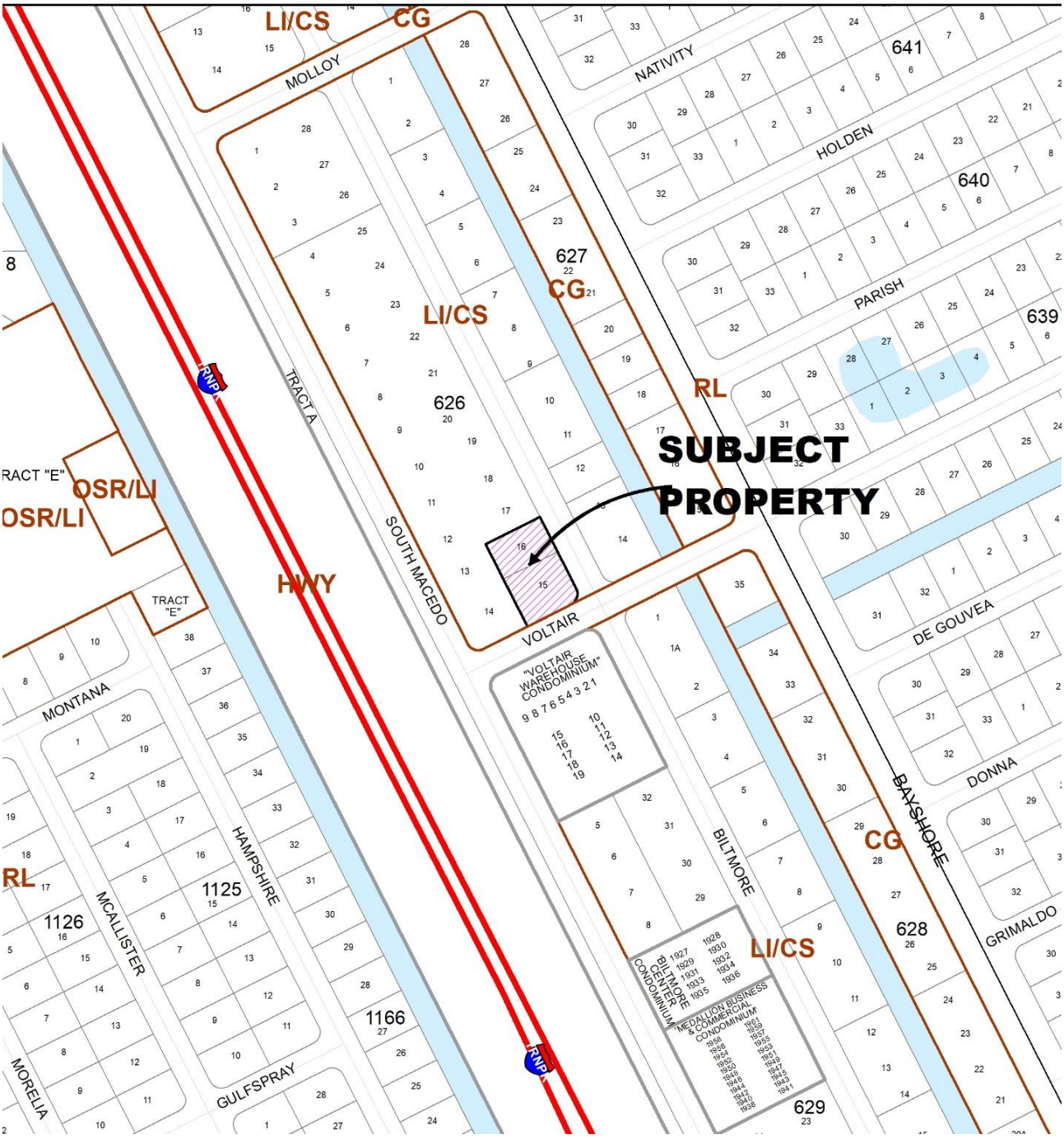
Parcel Number:	3420-560-2370-000-8 & 3420-560-2369-000-8
Property Size:	0.55 acres
Legal Description:	Port St. Lucie Section 13, Block 626, Lots 15 & 16
Future Land Use:	Light Industrial/Service Commercial (LI/CS)
Existing Zoning:	Single-Family Residential (RS-2)
Existing Use:	Single-Family Residences
Requested Zoning:	Service Commercial (CS)
Proposed Use:	Use consistent with the CS zoning district

Surrounding Uses

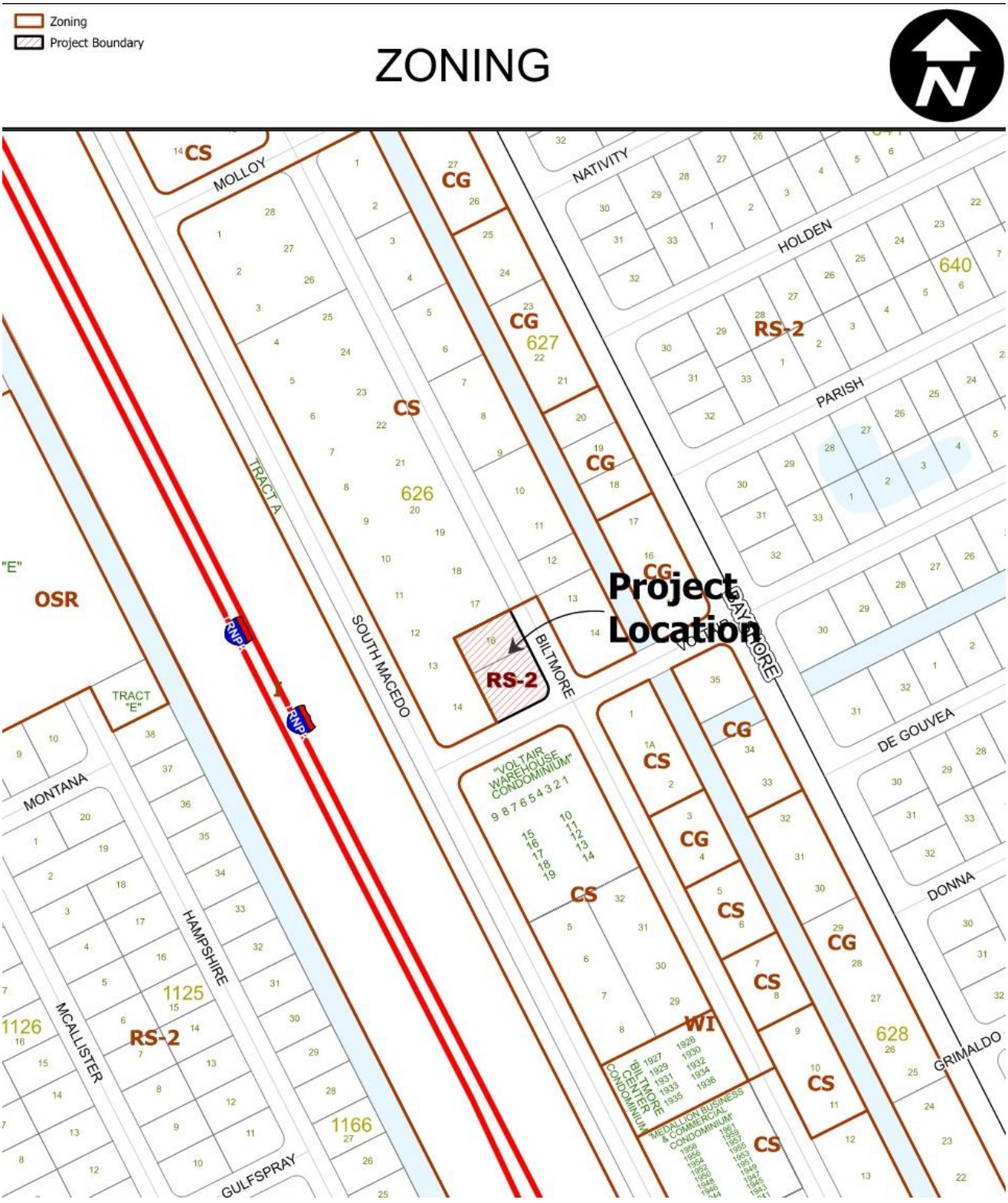
Direction	Future Land Use	Zoning	Existing Use
North	LI/CS	CS	Warehouse
South	LI/CS	CS	Warehouse
East	LI/CS	CS	Warehouse
West	LI/CS	CS	Warehouse

CS - Service Commercial, LI/CS - Light Industrial/Service Commercial

FUTURE LAND USE



Future Land Use Map


Zoning
Project Boundary
ZONING
Project Location
CS
CG
RS-2
WI
OSR
627
626
640
1125
1126
1166
628
MOLLOY
NATIVITY
HOLDEN
PARISH
DE GOUVEA
DONNA
GRIMALDO
SOUTH MACEDO
BILTMORE
BAYSHORE
TRACT A
TRACT "E"
MONTANA
HAMPSHIRE
MCALLISTER
GULFSPRAY
"VOLTAIR WAREHOUSE CONDOMINIUM"
"BILTMORE CENTER CONDOMINIUM"
MEDALLION BUSINESS & COMMERCIAL CONDOMINIUM
RNP
I

Zoning Map

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: Proposed zoning of Service Commercial (CS) is compatible with Policy 1.1.4.13 and future land use classification of Light Industrial/Service Commercial (LI/CS).

ZONING REVIEW

Justification Statement: The property owner is requesting the rezoning to CS since the subject property is the last remaining lots still zoned Single-Family Residential in the area. The applicant intends to sell the property and CS Zoning District is compatible with all of the surrounding properties, which are zoned CS. The area is not conducive to single-family residential uses.

Staff Analysis: The rezoning classification complies with the direction and intent of the City of Port St. Lucie Comprehensive Plan. The Service Commercial Zoning District (CS) is compatible with the Light Industrial/Service Commercial (LI/CS) future land use classification per Policy 1.1.4.13 of the Future Land Use Element.

Compliance with Conversion Area Requirements

Planning Area location per Conversion Manual	25	
Is all property within planning area?	Yes	
Type of Conversion Area	CS	
Proposed rezoning	CS	
Will rezoning result in isolation of lots?	No	
Has Unity of Title been submitted?	Submitted into Legal intake	
	Required	**Proposed**
Minimum Frontage	160’	160’
Minimum Depth	240’ (Single lot depth, 125’ may be used if the entire rear lot line is bounded by a major drainage right-of way or non-residential use and sufficient frontage exists for development)	125’ (abutting a non-residential use) single lot depth
Landscape Buffer Wall	Not required	

ENVIRONMENTAL REVIEW

The site was previously cleared and is developed with single-family residences on each lot respectively.

STAFF RECOMMENDATION

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

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

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

DigiSign Verified - aa3ae877-b57e-436b-8e71-b05e32a66321

Raeann Laratro DBA RaeannSellsFlorida, LLC
Realtor

+15163180041
Raeannsellsflorida@gmail.com
3383635

Dear Saint Lucie County Fusion Dept.

I am representing Raymond Michael Kells in the Rezoning Application.

I authorize Raeann Laratro to sign all documents for the Rezoning Application on 1892 SW Biltmore St. & 481 Voltair Ter. in Port St Lucie. In the Rezoning Application

Raymond Michael Kells Raymond Michael Kells 2/9/2026

EKIM Enterprises, LLC Raymond Michael Kells 2/9/2026

Raeann Laratro Raeann Laratro 2/9/2026

Raeann Laratro

Kind regards,

DigiSign Verified - aa3ae877-b57e-436b-8e71-b05e32a66321

Prepared by and return to:
James C. Burns, Esq.
Atlantic Title Group, INC
480 Maplewood Drive, Suite 5
Jupiter, FL 33458
(561) 747-5900
File Number: **2025-158**
Will Call No.:

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5600826 03/30/2026 01:53:47 PM
OR BOOK 5451 PAGE 2356 - 2357 Doc Type: DEED
RECORDING: $18.50
Doc Tax: $0.70

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 20 **day of March, 2026** between RAYMOND MICHAEL KELLS, a single man, whose address is 481 SW Voltair Terrace, Port Saint Lucie, FL 34984, grantor, and, EKIM ENTERPRISES LLC, a Florida Limited Liability Company, whose post office address is 1892 SW Biltmore St, Port Saint Lucie, FL 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, 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, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **St. Lucie County, Florida** to-wit:

Lot 15, Block 626, PORT ST. LUCIE SECTION THIRTEEN, according to the Plat thereof, as recorded in Plat Book 13, Page 4, Public Records of St. Lucie County, Florida.

Parcel Number: 3420-560-2369-000-8

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name: Roselynn Rapoza
P.O. Address: 4031 Kuhio Hwy
Kapaa HI 96746

Witness
Printed Name: JOSH Goldman
P.O. Address: 4031 Kuhio Hwy
Kapaa HI 96746

RAYMOND MICHAEL KELLS

State of Hawaii
County of Kaua`i

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [_] online notarization, this 20 day of March, 2026 by RAYMOND MICHAEL KELLS who [_] is personally known or [✓] has produced a driver's license as identification.

[Seal]

Kulie Tasaka
Notary Public
Print Name: Karlina Tasaka
My Commission Expires: 04.24.2028

KARLINA TASAKA NOTARY PUBLIC LS Comm. No. 16-460 STATE OF HAWAII

Date: 3.20.26 # Pages: 2
Name: Karlina Tasaka 5 Circuit
Doc. Description: Quit Claim

Kulie Tasaka
Notary Signature
NOTARY CERTIFICATION

KARLINA TASAKA NOTARY PUBLIC LS Comm. No. 16-460 STATE OF HAWAII

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5541629 OR BOOK 5383 PAGE 2460, Recorded 10/20/2025 02:25:04 PM Doc Tax: $6300.00

Prepared by and return to:
James C. Burns, Esq.
Atlantic Title Group, INC
480 Maplewood Drive, Suite 5
Jupiter, FL 33458
(561) 747-5900
File Number: **2025-200**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **17th day of October, 2025** between **WC LABOR SERVICES LLC, a Florida Limited Liability Company,** whose post office address is **1369 SW SOUTH MACEDO BLVD, Port Saint Lucie, FL 34983**, grantor, and **Michael Kells** whose post office address is **1892 SW Biltmore St, Port Saint Lucie, FL 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situated, lying and being in **St. Lucie County, Florida** to-wit:

Lot 15, and 16, Block 626, PORT ST. LUCIE SECTION THIRTEEN, according to the Plat thereof, as recorded in Plat Book 13, Page 4, Public Records of St. Lucie County, Florida.

Parcel Number: 342056023700008 & 342056023690008

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **12/31/2024**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Lorraine Hinkle
Witness
Printed Name: Lorraine Hinkle
P.O. Address: 480 Maplewood Dr. Ste 5, Jupiter, FL 33458

WC LABOR SERVICES LLC, a Florida Limited Liability Company

By: _____
Wayne Clark, Managing Member

UNOFFICIAL DOCUMENT

Witness
Printed Name: James C. Burns
P.O. Address: 400 Inglewood Dr
Suite 5I Lantana, FL 33462

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 17th day of October, 2025 by Wayne Clark, Managing Member of WC LABOR SERVICES LLC, a Florida Limited Liability Company who [ ] is personally known or [X] has produced a driver's license as identification.

[Seal]

Notary Public
Print Name: _____
My Commission Expires: _____

JAMES C. BURNS
Notary Public, State of Florida
My Comm. Expires 01/23/2026
Commission No. HH218664

Unofficial Copy

DigiSign Verified - 3da6690b-90c7-4372-bd22-115e0762a9cb

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: RaeannSellsFlorida@gmail.com

PROPERTY OWNER:

Name: Raymond Michael Kells (EKim Enterprises, LLC)

Address: 1892 SW Biltmore St, Port Saint Lucie, FL 34984

Telephone No.: 401-664-2589 Email ekimpba@gmail.com

AGENT OF OWNER (if any)

Name: Raeann Laratro

Address: Realty One Group Engage 3752-SE Ocean Blvd Stuart, FL 34996

Telephone No.: 516-318-0041 Email RaeannSellsFlorida@gmail.com

PROPERTY INFORMATION Port Saint Lucie - Section 13 - Blk 626 Lot 15 (Map 44/055)

Legal Description: Port St. Lucie - Section 13 - Blk 626 Lot 16 (Map 44-055) +
(Include Plat Book and Page)

Parcel I.D. Number: 3420-560-2370-000-8 + 3420-560-2369-000-8

Current Zoning: RS

Proposed Zoning: CS

Future Land Use Designation: CS Acreage of Property: .55 combined

Reason for Rezoning Request: Selling the property in the future
the entire surrounding lots are CS

Raymond Michael Kells
*Signature of Owner

Raymond Michael Kells
Hand Print Name

2/9/2026
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

02/26/20

Kells, Michael

Rezoning
Project No. P26-019

City Council Meeting
Francis Forman, Planner III
May 11 and May 26, 2026

Request Summary

- Owner: Michael Kells/EKIM Enterprises, LLC
- Applicant: Raeann Sells Florida, LLC
- Location: 1892 SW Biltmore Street & 481 SW Voltair Terrace
- Request: The applicant is requesting the rezoning of approximately 0.55 acres from Single-Family Residential (RS-2) to the Service Commercial (CS) Zoning District.

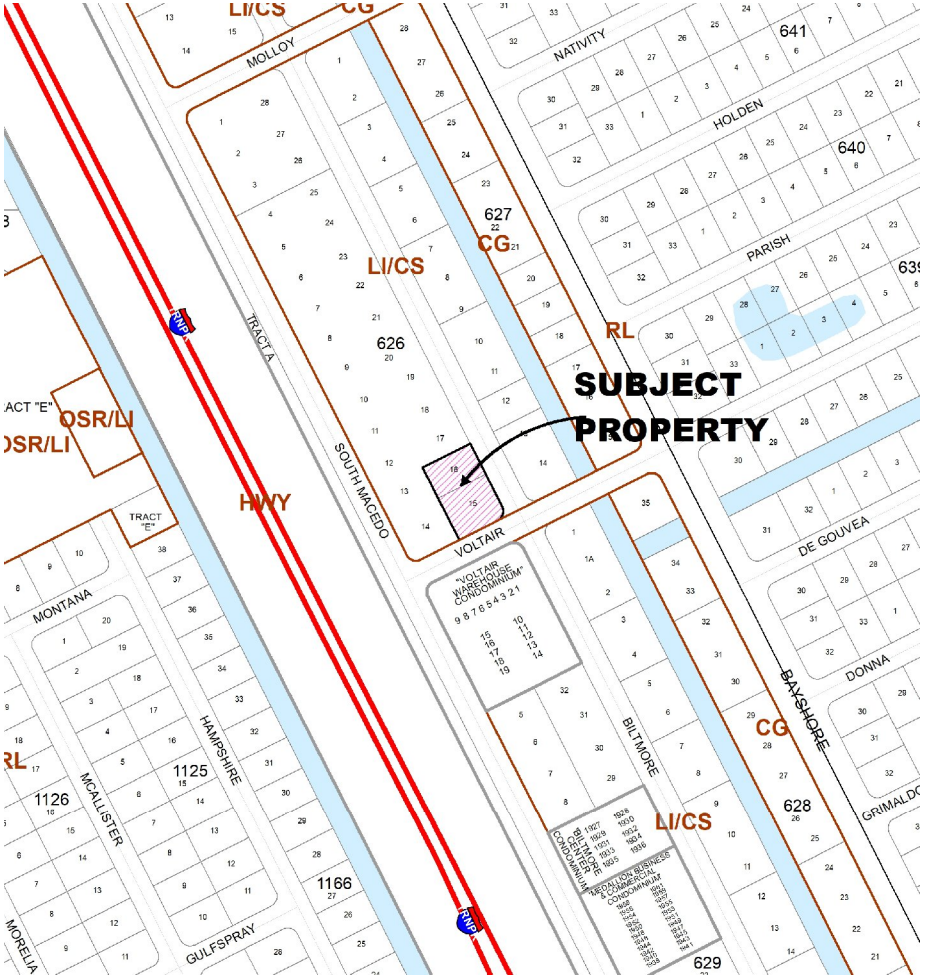
Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Warehousing	LI/CS	CS
South	Warehouse	LI/CS	CS
East	Warehousing	LI/CS	CS
West	Warehousing	LI/CS	CS



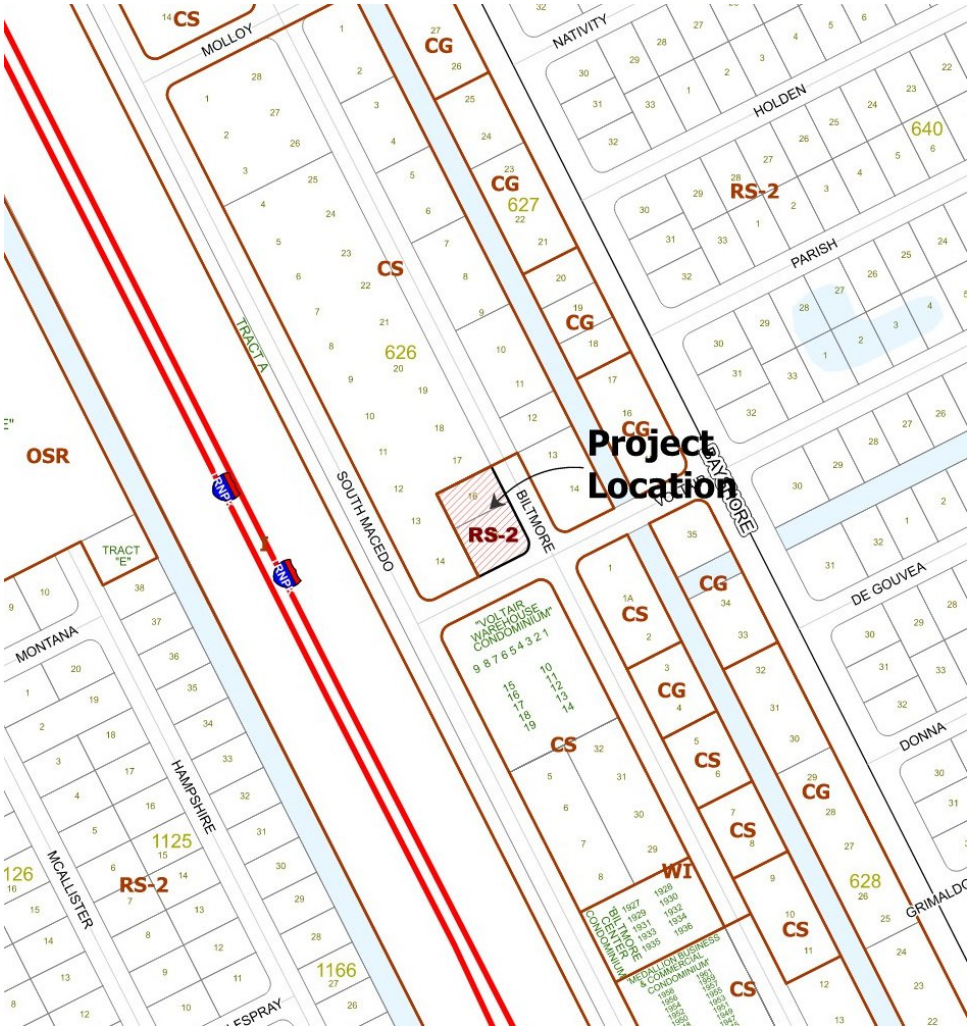
Future Land Use of Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Warehousing	LI/CS	CS
South	Warehouse	LI/CS	CS
East	Warehousing	LI/CS	CS
West	Warehousing	LI/CS	CS



Zoning of Surrounding Areas

Direction	Existing Use	Future Land Use	Zoning
North	Warehousing	LI/CS	CS
South	Warehouse	LI/CS	CS
East	Warehousing	LI/CS	CS
West	Warehousing	LI/CS	CS



Project Background

- The project site is located within Conversion Area 25
- This is the last remaining parcel within Block 626 to be rezoned from RS-2 to a zoning district that is compatible with the LI/CS future land use designation.

Land Use Conversion Manual

FACTOR		
Planning Area Location	Conversion Area #25	
Is all property within planning area?	Yes	
Type of Conversion Area	CS	
Proposed rezoning	CS	
Will rezoning result in isolation of lots?	No	
Has Unity of Title been submitted?	Yes	
	Required	Proposed
Minimum Frontage	160’	160’
Minimum Depth	240’ (Single lot depth, 125’ may be used if the entire rear lot line is bounded by a major drainage right-of way or non-residential use and sufficient frontage exists for development)	125’ (abutting a non-residential use) single lot depth.
Landscape Buffer Wall	Not required	

Justification

- The proposed rezoning is consistent with Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan which establishes the compatible future land use and zoning categories.

- The Service Commercial (CS) Zoning District is listed as a compatible zoning district under the Light Industrial/Service Commercial (LI/CS), future land use classification.

Policy 1.1.4.13 Future land Use	
Future Land Use Classification	Compatible Zoning District
Light Industrial (LI), Service Commercial (CS)	CS, GU, WI, IN

Staff Recommendation

The Planning & Zoning Board recommended approval of the rezoning at their March 3rd meeting.

Agenda Summary

2026-455

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.a

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-46, Public Hearing, Authorizing the Conveyance of Real Property Lying in the Southwest Quarter of Section Sixteen, Township Thirty-Six South, Range Forty East, to St. Lucie County, Florida, for Sidewalk Construction and Right-of-Way Purposes.

Submitted By: Thomas Salvador, CPII, CPWP-S, CPWP-M, Manager, CIP & Sales Tax Project Group, Public Works Department

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Thomas Salvador and Margaret Carland
2. Parties: City of Port St. Lucie and St. Lucie County
3. Purpose: The conveyance of real property to St. Lucie County for the construction of sidewalk and right-of-way purposes. The deed conveying the property to the County also reserves a permanent, non-exclusive easement in favor of the City, over, under, on, upon, through and across the property, as necessary, for the purpose of accessing and maintaining the C-108 canal.
4. New/Renewal/Modified: New
5. Duration: In perpetuity
6. Benefits to Port St. Lucie: The conveyance of property and ultimately the sidewalk construction will increase pedestrian connectivity for the residents of Port St. Lucie, and the easement provides access rights to the City for perpetual maintenance of the C-108 canal.
7. Cost to Port St. Lucie (Annual and Potential): N/A

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance authorizing the conveyance of the property to St. Lucie County.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance.
2. Move that the Council not approve the Ordinance and provide staff with direction.

Background: St. Lucie County plans to construct pedestrian improvements within the right-of-way of St. James Dr. adjacent to the C-108 canal. The transfer of property is required to allow for construction, ownership, and

maintenance of the proposed improvements. Additionally, the City maintains the C-108 canal, including but not limited to canal banks, erosion control treatments, headwalls, culverts, and fencing. The reserved easement will provide perpetual access to conduct maintenance activities. Additionally, St. Lucie County has agreed to in good faith to renegotiate the interlocal agreement between the City and County for maintenance of St. James Drive.

Issues/Analysis: Approval of the Ordinance will allow St. Lucie County to construct pedestrian improvements as well as will provide the City with access to the property to maintain the C-108 canal.

Financial Information: N/A

Special Consideration: Timely approval is needed to allow St. Lucie County to begin construction of improvements.

Location of Project: 200 Block of NW St. James Dr. at the C-108 Canal

Attachments:

1. Ordinance
2. Exhibit A to Ordinance - Quit Claim Deed
3. Location Map
4. St. Lucie County Memo on Interlocal Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25100-08

Legal Sufficiency Review:
Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LYING IN THE SOUTHWEST QUARTER OF SECTION SIXTEEN, TOWNSHIP THIRTY-SIX SOUTH, RANGE FORTY EAST, TO ST. LUCIE COUNTY FOR SIDEWALK CONSTRUCTION AND RIGHT-OF-WAY PURPOSES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") is the owner in fee simple of a 100-foot by 110-foot long strip of an un-platted parcel of land, lying in the Southwest Quarter of Section Sixteen, Township Thirty-Six South, Range Forty East (the "City Land") and more particularly described in the Quit Claim Deed attached hereto as Exhibit "A" and incorporated herein by reference (the "Deed"); and

WHEREAS, St. Lucie County, Florida (the "County") plans to construct pedestrian improvements within the right-of-way, which includes the City Land, of St. James Drive, adjacent to the C-108 canal; and

WHEREAS, the City's Public Works Department recommends the conveyance of the City Land to the County in order to facilitate the construction of the pedestrian improvements; and

WHEREAS, the City's Public Works Department also recommends reserving for itself a permanent, non-exclusive easement over, under, on, upon, through and across the City Land for the purpose of accessing and maintaining the C-108 canal; and

WHEREAS, after considering the factors set forth herein, the City Council has determined that conveyance of the City Land to the County while reserving an easement for itself constitutes a public purpose and hereby authorizes executing the Deed in substantially the same form as attached hereto Exhibit "A" and delivering it to the County.

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Authorization. The City Council of the City of Port St. Lucie hereby authorizes the conveyance of the City Land to St. Lucie County, Florida, while reserving an easement for itself and authorizes the City manager, or his designee, to execute the Quit Claim Deed in substantially the same form as attached hereto as Exhibit "A" and to deliver it to the County.

Section 3. Execution. The City Manager, or his designee, is hereby authorized to execute any and all documents necessary to complete the conveyance of the City Land to St. Lucie County, Florida, including, but not limited to, the Deed transferring fee title to the County while retaining for itself an easement.

Section 4. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon final adoption on second reading.

[This space left intentionally blank.]

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

Prepared by and return to:
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

QUITCLAIM DEED

***THIS QUITCLAIM DEED*,** made this ___ day of _____ **2026**, between the **City of Port St. Lucie, a Florida municipal corporation (“**Grantor”) whose address is 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984, and **St. Lucie County, a political subdivision of the state of Florida (“**Grantee”) whose address is 2300 Virginia Ave, Fort Pierce, FL 34982.

WITNESSETH, that the Grantor, for and in consideration of the sum of ----------TEN & NO/100 ($10.00)----------DOLLARS, and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and quitclaimed to the said Grantee and Grantee' heirs and assigns forever, the following described 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”).

TO HAVE AND TO HOLD the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of the said Grantee forever.

GRANTOR HEREBY reserves for itself, its successor and assigns, a permanent, non-exclusive easement over, under, on, upon, through and across the Property, as necessary, for the purpose of accessing and maintaining the C-108 Canal. Grantee shall have no obligation to maintain the C-108 canal, including but not limited to canal banks, erosion control treatments, headwalls, culverts, and fencing, except to the extent maintenance or repair is required as a result of Grantee’s improvements.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

_____
Witness #2 Signature

_____
Witness #2 Printed Name

Address: 121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

_____
Jesus Merejo, City Manager

STATE OF FLORIDA
COUNTY OF ST. LUCIE

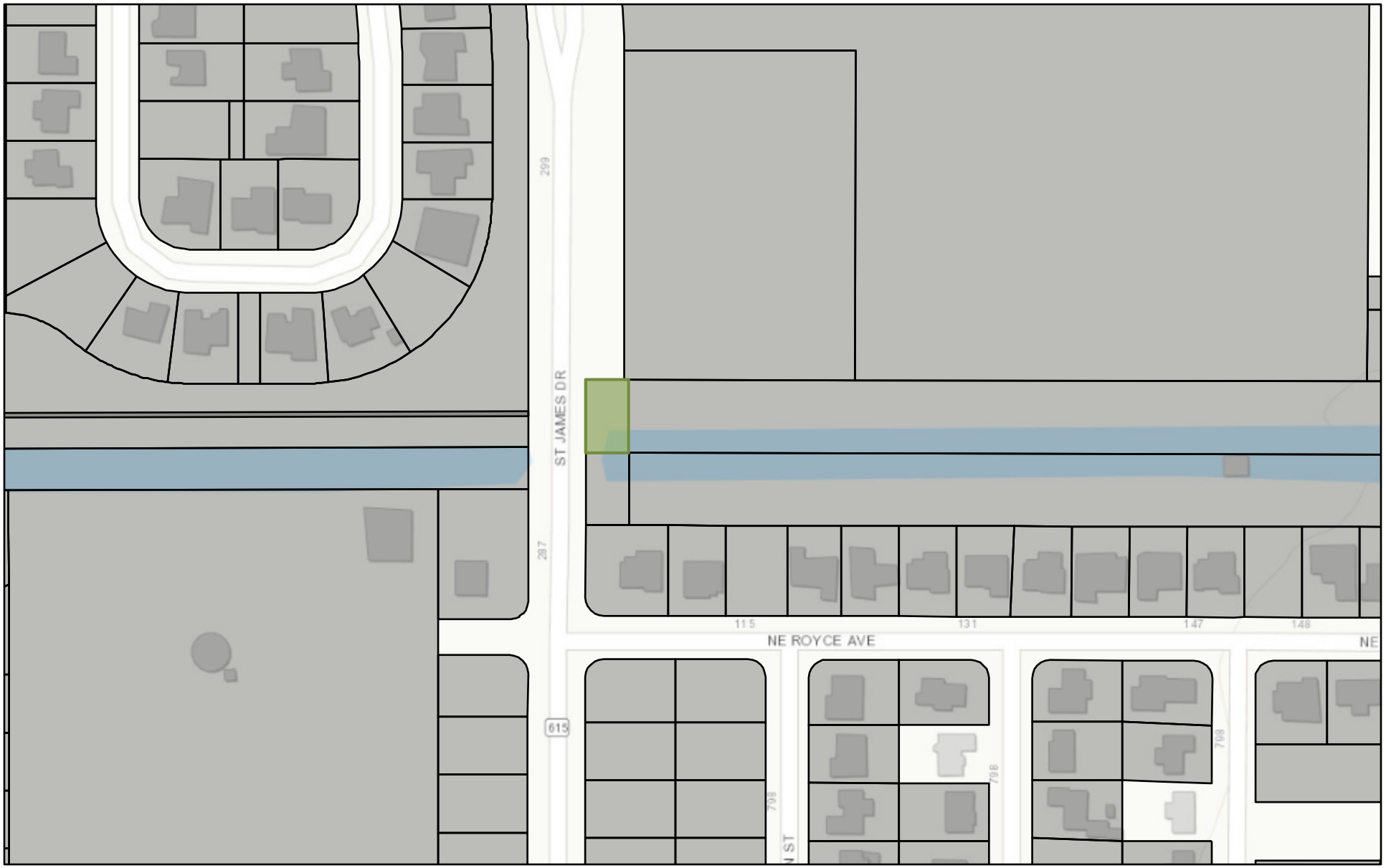
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by **Jesus Merejo, City Manager of the City of Port St. Lucie,** who is [X] personally known to me, or who has [ ] produced the following identification _____.

SEAL

_____
Notary Signature
My Commission Expires:

_____
Print Name

NW St. James Dr. at C-108 Canal



5/6/2026, 6:32:15 AM

Parcels

1:2,580

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Docusign Envelope ID: C26C304B-8BF7-8703-8210-776D873E9E87

PUBLIC WORKS
Administration Division
MEMORANDUM NO. 26-07M

TO: Mayté Santamaria, Deputy County Administrator II

THROUGH: Patrick Dayan, P.E., Public Work Director PD

FROM: Christopher Lestrange, P.E., Assistant Public Works Director CL

DATE: April 29, 2026

SUBJECT: St. James Drive Interlocal Agreement

St. Lucie County is currently out to bid for construction of a missing link of sidewalk on St. James Drive between Royce Avenue and Lazy River Parkway. The project is funded by a LAP agreement with FDOT. Bid advertisement closes May 13, 2026. The grant's final deadline for completion is December 31, 2027. During the development of the project, the design identified a parcel of land owned by the City of Port St. Lucie that wherein sections of the sidewalk were to be constructed. Staff proposed an ownership transfer of the property from the City to the County along with an easement in favor of the City to continue to convey and maintain drainage on the parcel.

Maintenance of St. James Drive is currently divided between the City of Port St. Lucie and County according to the terms of an existing Interlocal Agreement dated July 1, 1982. The existing agreement includes multiple roadways and does not adequately reflect the growth and expansion that has occurred since 1982. The existing agreement does not accurately describe nor assign maintenance responsibility for all of the infrastructure along the roadway.

Both City and County Public Works Department have agreed to work in good faith to update the agreement to better align with current needs and assign maintenance responsibility where the current agreement is silent. This is intended to occur concurrent with the construction of the St. James Drive sidewalk project.

PUBLIC WORKS DEPARTMENT

2300 Virginia Avenue | Fort Pierce, FL 34985 (772) 462-1707 (772) 462-1667 (772) 462-2363 patrick.dayan@stlucieco.gov

Agenda Summary

2026-462

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.b

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-47, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 3, Block 2085, Port St. Lucie Section Twenty-One, according to the Plat thereof, as Recorded in Plat Book 13, Pages 27, 27A through 27F, of the Public Records of St. Lucie County, Florida.

Submitted By: Michelle Reid, Public Works

Strategic Plan Link: The City's Mission to be responsive to our community.

Summary Brief: The owner of 861 SW McCullough Avenue, Port St. Lucie, Florida, is requesting to abandon the ten (10) feet of the existing twenty (20) foot wide rear utility and drainage easement for a pool.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance abandoning ten (10) feet of the twenty (20) foot wide rear utility and drainage easement located at 861 SW McCullough Avenue, Port St. Lucie, Florida.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance abandoning ten (10) feet of the twenty (20) foot wide rear utility and drainage easement located at 861 SW McCullough Avenue, Port St. Lucie, Florida.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at 861 SW McCullough Avenue, Port St. Lucie, Florida, was platted with a twenty (20) foot wide rear utility and drainage easement. The owner desires to construct a pool. Prior to construction, a ten (10) foot wide portion of the easement will need to be abandoned. The owner of the property has submitted a request for the abandonment to the City.

Issues/Analysis: The request to abandon a portion of the easement was evaluated by the Public Works Department, Utility Systems Department, and the Public Utility Companies (AT&T, FPL, Comcast, and Florida City Gas). The City Departments and Utility Companies have no objection to the abandonment of ten (10) feet of the twenty (20) foot wide rear utility and drainage easement located at 861 SW McCullough Avenue, Port St. Lucie, Florida.

Financial Information: There will be no cost incurred by the City.

Special Consideration: N/A

Location of Project: The property is located at 861 SW McCullough Avenue, Port St. Lucie, Florida.

Attachments:

- Ordinance
- Exhibit “A” to Ordinance (Boundary Survey)
- Location Map

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26110-03

LEGAL SUFFICIENCY REVIEW:
Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-__

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING A PORTION OF A TWENTY (20) FOOT WIDE REAR UTILITY AND DRAINAGE EASEMENT AFFECTING LOT 3, BLOCK 2085, PORT ST. LUCIE SECTION TWENTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 27, 27A THROUGH 27F, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the applicant, Luis Angel Velez, requests approval for the abandonment of a portion of a twenty (20) foot wide rear utility and drainage easement affecting Lot 3, Block 2085, Port St. Lucie Section Twenty-One, according to the plat thereof, as recorded in Plat Book 13, Pages 27, 27A through 27F, of the Public Records of St. Lucie County, Florida, and more particularly described in the attached Exhibit "A" which is incorporated herein.

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

Section 1. Ratification of Recitals. The foregoing recital is hereby ratified and confirmed as true and correct and is hereby made a part of this Ordinance.

Section 2. That the portion of the twenty (20) foot wide rear utility and drainage easement described in the attached Exhibit "A" is hereby abandoned and any right, title, or interest of the public in and to that portion of the twenty (20) foot wide rear utility and drainage easement on any recorded map or plat is hereby renounced and reclaimed.

Section 3. The effect of this Ordinance is to abandon a portion of the twenty (20) foot wide above-described utility and drainage easement and to renounce or disclaim any right, title, or interest of the public in and to said utility and drainage

easement.

Section 4. Recordation. The City Council hereby directs that this Ordinance be recorded in the public records of St. Lucie County, Florida.

Section 5. Conflict. If any ordinances, or parts of ordinances, are in conflict herewith this Ordinance shall control to the extent of the conflicting provisions.

Section 6. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 7. Effective Date. This Ordinance shall become effective ten (10) days after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida this ____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Shannon M. Martin, Mayor

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

BOUNDARY SURVEY

LEGAL DESCRIPTION:

(ABANDONMENT OF EASEMENT)

An abandonment of easement being a part of the public utilities and drainage easement on the North side of Lot 3 of Block 2085 in PORT ST LUCIE SECTION TWENTY ONE, According to the plat thereof as recoreded in Plat Book 13, Page 27, Page(s) 27A through 27F of the public records of St. Lucie County, Florida, being more particularly described as follows:

The South 10.00 feet of the North 20.00 feet of said Lot 4 in Block 2218, less and except the East and West 6.00 feet thereof. Containing 835 square feet, 0.019 acres.

SURVEYORS NOTES:

1. UNLESS OTHERWISE NOTED ONLY PLATTED EASEMENTS ARE SHOWN HEREON.
2. ALL LOT DIMENSIONS SHOWN ARE PER PLAT UNLESS OTHERWISE SHOWN.
3. NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED UNLESS OTHERWISE SHOWN.
4. THIS SITE LIES WITHIN FLOOD INSURANCE RATE MAP ZONE "X" MAP# 12111C0405 K DATED: 2-19-20.
5. FLOOD ZONE SHOWN HEREON IS AN INTERPRETATION BY THE SURVEYOR AND IS PROVIDED AS A COURTESY. THE FLOOD ZONE SHOULD BE VERIFIED BY A DETERMINATION AGENCY.
6. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF LOT 3 BLOCK 2085 AS BEING N23°00'05"W ACCORDING TO THE PLAT DESCRIBED HEREON.
7. P.U.D.E. DENOTES PUBLIC UTILITIES AND DRAINAGE EASEMENT, U.E. DENOTES UTILITY EASEMENT.
8. THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE / PURPOSE OF THIS SURVEY IS POOL CONSTRUCTION AND EASEMENT ABANDONMENT. ACCURACY=1 FOOT IN 7,500 FEET OR BETTER.
9. ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT WRITTEN CONSENT.

ABBREVIATIONS:

O = SET 5/8" IRON REBAR WITH YELLOW CAP MARKED "PSM5543"
FD. = 5/8 IRON REBAR NO CAP
FD.(#) = 5/8 IRON REBAR WITH CAP #
R/W = RIGHT OF WAY
(M) = MEASURED
(P) = PLATTED
(C) = CALCULATED
PROP = PROPOSED
OH-OH-OH- = OVERHEAD WIRES
X-X-X- = CHAINLINK FENCE
-□-□-□- = PLASTIC FENCE
O-O-O- = WOOD FENCE
CONC = CONCRETE
CP = CONCRETE PAD
COV = COVERED

SYMBOLS:

□ = CATCH BASIN
E = ELECTRIC BOX
= FIRE HYDRANT
= FPL TRANFORMER
= GUY WIRE
= LIGHT POLE
= WOOD POWER POLE
= SEWER VALVE
= WATER METER
= WATER VALVE
W = WELL

DATE OF LAST FIELD DATA ACQUISITION: 3/10/26

SHEET 1 OF 2

861 SW MCCULLOUGH AVENUE

SCALE: 1"=40'
DATE: 4/13/26
DRAWN: LW\JC
2026-0197

Atlantic Land Designs
of the Treasure Coast, LB7468
940 NE Jensen Beach Blvd. Jensen Beach, FL 34957
Mailing Address:
P.O. Box 1421 Jensen Beach, FL 34958
ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS
4/17/26	REVISE PER CITY COMMENTS

Certified to: VELEZ RESIDENCE
CITY OF PORT ST. LUCIE FLORIDA

I HEREBY CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE STANDARDS OF PRACTICE PER CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND THAT ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

James A Cesiro

Digitally signed by James A Cesiro
Date: 2026.04.17 11:36:07 -04'00'

JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 5543
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

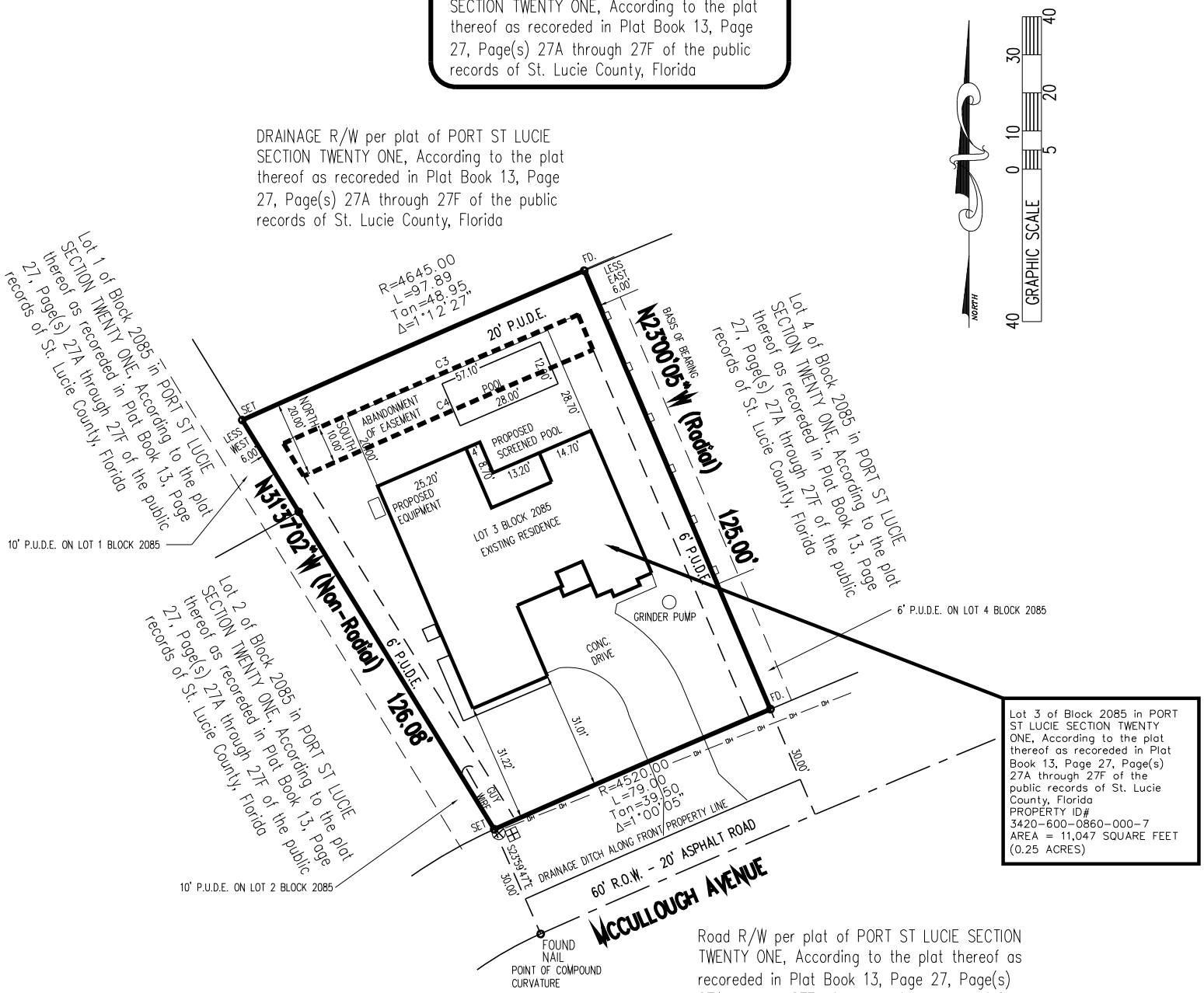
JIM CESIRO CERTIFICATE PSM 5543 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

555

BOUNDARY SURVEY

LEGAL DESCRIPTION:

Lot 3 of Block 2085 in PORT ST LUCIE SECTION TWENTY ONE, According to the plat thereof as recoreded in Plat Book 13, Page 27, Page(s) 27A through 27F of the public records of St. Lucie County, Florida



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C3	84.33	4635.00	1°02'33"
C4	82.82	4625.00	1°01'33"

DATE OF LAST FIELD DATA ACQUISITION: 3/10/26

SHEET 2 OF 2

861 SW MCCULLOUGH AVENUE

SCALE: 1"=40'
DATE: 4/13/26
DRAWN: LW\JC
2026-0197

Atlantic Land Designs
of the Treasure Coast, LB7468
940 NE Jensen Beach Blvd. Jensen Beach, FL 34957
Mailing Address:
P.O. Box 1421 Jensen Beach, FL 34958
ALD5543@gmail.com (772) 398-4290

DATE:	REVISIONS
4/17/26	REVISE PER CITY COMMENTS

Certified to: VELEZ RESIDENCE
CITY OF PORT ST. LUCIE FLORIDA

Pools by Vitali
(772) 215-6686

861 SW McCullough Avenue

4/15/2026, 2:25:32 PM

Parcels

1:1,128

0 0.01 0.03 0.05 km

0 0.01 0.01 0.03 mi

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, State of Florida, Microsoft, Vantor

State of Florida, Microsoft, Vantor | Esri Community Maps Contributors, SLC Property Appraiser's Office, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA,

Agenda Summary

2026-477

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.c

Placement: First Reading of Ordinances / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Ordinance 26-48, Quasi-Judicial, Public Hearing, an Ordinance of the City of Port St. Lucie, Florida, Providing for the Sixteenth Amendment to the Master Planned Unit Development Regulation Book and Concept Plan for the Tradition Master Planned Unit Development (Tradition MPUD) Located South of the Crosstown Parkway, West of I-95 and North and South of Tradition Parkway (P26-026)

Submitted By: Bridget Kean, AICP, Deputy Director

Strategic Plan Link: N/A - Development Application

Executive Summary (General Business): Winding River Crosstown, LLC, the owner of approximately 9.48 acres of property located at the southwest corner of Crosstown Parkway and SW Fairgreen Drive has applied to amend the use designated for the property in the Tradition MPUD from Residential use to Office/Commercial use. The approximately 9.48 acre property is currently within the area identified as Parcel 10 in Exhibit 5, of the Tradition MPUD, Exhibit 8, the Tradition MPUD concept plan, and Exhibit 8B, the Tradition MPUD conceptual land use plan. Parcel 10 is designated for residential use. This application will remove the 9.48 acres from Parcel 10, reclassify the 9.48 acres as Parcel 11A, and designate the use for Parcel 11A as Retail/Office to provide for the property to be developed for commercial and other uses in the future. The subject property was previously Phase C of Heritage Oaks at Tradition. A conceptual site plan was submitted in 2006 for approximately 106 townhome units by the Site Plan Review Committee. There were no follow up applications for the development of the property.

Presentation Information: Staff may provide a short presentation.

Staff Recommendation: Move that the Council approve the amendment subject to the conditions of approval outlined in the adopting ordinance as recommended by the Planning and Zoning Board.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the amendment a subject to the conditions of approval outlined in the adopting ordinance.
2. Move that the Council not approve and provide staff direction.

Background: The Tradition MPUD is approximately 3,038 acres and is located south of the Crosstown Parkway, West of I-95, and North and South of Tradition Parkway. The development plan divides the project into major districts or uses consistent with the NCD future land use sub-district categories. The land use sub-

districts/areas with the MPUD are Residential, Mixed Use, Village Center, and Town Center. As shown in Exhibit 5 of the MPUD regulation book, Exhibit 8, the MPUD concept plan, and Exhibit 8B, the MPUD conceptual land use plan, the acreage in the Tradition MPUD is divided into parcels for planning purposes.

Issues/Analysis: A public hearing before the Planning and Zoning Board was held on April 7, 2026. Staff recommended approval with a condition to require future development of the property to include the installation of an architectural wall and enhanced landscaping along the south and east boundaries of the property due to proximity to residential development. The Planning and Zoning Board voted to table the item to the May 5, 2026, Planning and Zoning Board meeting due to the Board's request for additional information on traffic. At the May 5, 2026, Planning and Zoning Boad hearing, the applicant provided a presentation that addressed transportation, supported staff's recommendation for landscape buffer walls along the eastern and southern boundaries of the property, and proposed two additional conditions of approval. The additional conditions of approval would eliminate any potential access to Heritage Oaks at Glenbrook Drive, and require site lighting to be shielded and/or oriented to minimize impacts to adjacent residential development.

At the May 5, 2026, Planning and Zoning Board public hearing, the Planning and Zoning Board voted to recommend approval subject to the following conditions:

1. Future development of Parcel 11A shall require a minimum ten-foot enhanced landscape buffer strip and architectural wall in accordance with the Landscape Code along the eastern and southern boundaries of the property. The landscape buffer strips shall be located on the inside and outside of the architectural wall. One tree, at least 12 feet in height, shall be provided for each 20 linear feet of the landscape buffer strip, or fractional part thereof, and the wall shall be installed on a one (1) foot berm.
2. All lighting shall be shielded and/or oriented to prevent light spillover. A photometric plan shall be required with each site plan for future development of Parcel 11A.
3. The right-of-way connection to SW Glenbrook Drive shall be eliminated through legal documentation approved by the City Attorney's Office.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The subject property is generally located at the southwest corner of Crosstown Parkway and SW Fairgreen Drive.

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Exhibit A Tradition MPUD Amendment No. 16
3. Staff Report
4. Warranty Deed - Winding River Crosstown, LLC,
5. Staff Presentation
6. Applicant's Presentation
7. Public Comment

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26069-07

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26 -

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING FOR THE SIXTEENTH AMENDMENT TO THE MASTER PLANNED UNIT DEVELOPMENT REGULATION BOOK AND CONCEPT PLAN FOR THE TRADITION MASTER PLANNED UNIT DEVELOPMENT (TRADITION MPUD) LOCATED SOUTH OF THE CROSSTOWN PARKWAY, WEST OF I-95 AND NORTH AND SOUTH OF TRADITION PARKWAY,; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (P26-026).

WHEREAS, Brad Currie, acting as the agent for Winding River Crosstown, LLC ("Applicant") seeks to amend the Tradition MPUD Regulation Book and Conceptual Plan (P26-026) located south of the Crosstown Parkway, West of I-95, and North and South of Tradition Parkway and more particularly described in Exhibit 7 of attached composite Exhibit "A"; and

WHEREAS, the Tradition MPUD was originally approved by Ordinance 03-151 and subsequently revised and restated by Ordinance 05-124, Ordinance 06-54, Ordinance 07-108, Ordinance 08-21, Ordinance 12-68, Ordinance 14-22, Ordinance 14-47, Ordinance 19-49 and Ordinance 23-22; and

WHEREAS, administrative amendments to the Tradition MPUD were approved by the City on July 23, 2004, April 27, 2005, November 22, 2006, March 26, 2008, February 28, 2018 and May 28, 2025; and

WHEREAS, the Applicant seeks to amend the Tradition MPUD Regulation Book and Conceptual Development Plan for approximately 9.48 acres of property located at the southwest corner of the intersection of Crosstown Parkway and SW Fairgreen Drive as depicted in Composite Exhibit "A" to this Ordinance ("Amended MPUD Document"); and

WHEREAS, proposed Amended MPUD Document is consistent with all applicable elements of the City's adopted Comprehensive Plan and complies with the City's Code of

Ordinances, including Article of X.5 Chapter 158 of Title XV of the Port St. Lucie Code ; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on April 7, 2026 and May 5, 2026, to consider the proposed Amended MPUD Document, notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on May 26, 2026, to consider the amendment to the proposed Amended MPUD Document, advertising of the public hearing having been made; and

WHEREAS, based on substantial and competent evidence, including but not limited to, the recommendations of the City staff, the Site Plan Review Committee, the Planning and Zoning Board, comments made at the public hearing, and careful consideration of the issues and evidence, finds that the proposed Amended MPUD Document is consistent with Article of X.5 Chapter 158 of Title XV of the Port St. Lucie City Code.

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

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

Section 2. That the proposed Amended MPUD Document attached as Composite Exhibit "A" is hereby formally adopted, subject to the following conditions:

1. Future development of Parcel 11A shall require a minimum ten-foot enhanced landscape buffer strip and architectural wall in accordance with the Landscape Code along the eastern and southern boundaries of the property. The landscape buffer strips shall be located on the inside and outside of the architectural wall. One tree, at least 12 feet in height, shall be provided for

each 20 linear feet of the landscape buffer strip, or fractional part thereof, and the wall shall be installed on a one (1) foot berm.

2. All lighting shall be shielded and/or oriented to prevent light spillover. A photometric plan shall be required with each site plan for future development of Parcel 11A.
3. The right-of-way connection to SW Glenbrook Drive shall be eliminated through legal documentation approved by the City Attorney's Office.

Section 3. The Amended MPUD Document shall be the internal MPUD design standard.

Section 4. Conflict. If any ordinances, or parts of ordinances, or if any sections or parts of sections of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately after its final adoption.

[This space left intentionally blank.]

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

MPUD APPLICATION FOR
MPUD REZONING

TRADITION 3,038 ACRES

By:
WINDING RIVER CROSSTOWN, LLC
2801 Ocean Drive, Suite 302
Vero Beach, Florida 32963

Adopted Sept. 22, 2004 Ordinance 03-151	Administrative Amendment No. 8 / P08-031 Approved March 26, 2008
Administrative Amendment No. 1 / P04-060 Approved July 23, 2004	Amendment No. 9 / P12-052 Approved November 13, 2012 Ordinance 12-68
Administrative Amendment No. 2 / P04-545 Approved April 27, 2005	Amendment No. 10 / P14-049 Approved May 12, 2014 Ordinance 14-22
Amendment No. 3 / P05-236 Adopted October 10, 2005	Amendment No. 11 / P14-091 Approved July 1, 2014 Ordinance 14-47
Amendment No. 4 / P04-104 Adopted June 12, 2006 Ordinance 06-54	Administrateve Amendment No. 12 / P18-023 Approved February 28, 2018
Administrative Amendment No. S / P06-365 Approved November 22, 2006	Amendment No. 13 / P19-079 Approved August 12, 2019 Ordinance 19-49
Amendment No. 6 / P07-107 Adopted August 13, 2007 Ordinance 07-108	Amendment No. 14 / P22-097 Approved March 27, 2023 Ordinance 23-22
Amendment No. 7 / P07-417 Adopted March 10, 2008 Ordinance 08-21	Administrative Amendment No. 15/P25-47 Approved May 28, 2025
	Amendment No. 16/P26-026, Approved _____, 2026

City of Port St. Lucie P#26-026

LIST OF AMENDMENTS
Amendment No. ~~15~~ 16

~~1. Updated Letter of Authorization from Mattamy Palm Beach, LLC~~

~~2. Update to Exhibit 6; Section 4, Mixed Use Area, (B) Permitted Uses, to identify a restaurant with drive-in service can also include a walk-up window (pg. 30)~~

~~3. Update to Exhibit 6; Section 4, Mixed Use Area, (I) (2) Minimum Building Size and Minimum Living Area, to allow a minimum gross floor area of 300 square feet for a quick service restaurant with drive-through, walk-up service, and no indoor seating. (pg. 32).~~

~~4. Update to Exhibit 6, Section 7, Street, Parking and Pedestrian Requirements, to correct a scrivener's error~~ under ~~(C) (9) to clarify the parking for Parcels 17 and 17A as 1.75 spaces for each multi-family residential unit.~~

5. Minor changes to the list of Exhibits and the typical lot drawings to correct exhibit numbering.

---

1. Update Exhibit 5, Section II, Development Area, to remove 9.48 acres from Parcel 10 and to designate tthe 9.48 as Parcel 11A

2. Designate the use for Parcel 11A as retail/office.

3. Revise the acreage calculations for Parcel 10

4. Update Exhibit 8, MPUD Conceptual Plan, development area table to be consistent with the above revisions to Exhibit 5.

5. Update Exhibit 8B, Tradition Conceptual Land Use Plan, to be consistent with the above revisions to Exhibit 5.

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LIST OF EXHIBITS 4

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LIST OF EXHIBITS

Exhibit 1	Page 6	Application for MPUD Plan Approval
Exhibit 1A	Page ~~7~~ 8	Agent Authorization Letter
Exhibit 2	Page ~~9~~ 10	MPUD Application Checklist
Exhibit 3	Page ~~10-13~~ 11-18	Letter of Unified Control, ~~Tradition, Horizon~~ Mattamy
Exhibit 4	Page ~~14-15~~ 19-20	General Standards for District Establishment
Exhibit 5	Page ~~16~~ 21-23	Site Information
Exhibit 6	Page ~~19-39~~ 24-44	Proposed Development Uses/Standards
Exhibit 7	Page ~~40-43~~ 45-48	Legal Description
Exhibit 8	Page ~~44-45~~ 50	Conceptual Plan
Exhibit 8A	Page ~~46~~ 52	Previously Approved Areas
Exhibit 8B	Page ~~47~~ 54	Land Use Plan
Exhibit 9	Page ~~48-49~~ 55	Binding MPUD Agreement, Tradition
Exhibit 10A-10S	Page(s) ~~50-68~~ 56 -74	Typical Lot/Building Layouts
Exhibit 11	Page ~~69~~ 75	Transportation
Exhibit 12	Page ~~70~~ 76	Entitlement Allocation Exhibit
Exhibit 13	Page ~~71~~ 77	Quarter Mile/800 Unit Exhibit

TRADITION

PROJECT PROFESSIONALS

OWNER: ~~Mattamy Palm Beach, LLC~~
~~2500 Quantum Lakes Drive, Suite 215~~
~~Boynton, Beach, FL 33426~~

Winding River Crosstown, LLC
2801 Ocean Drive, Suite 302
Vero Beach, Florida 32963

AGENT: ~~Lucido & Associates~~
~~701 SE Ocean Boulevard~~
~~Stuart, FL 34994~~
~~772 220 2100~~

Haley Ward, Inc.
10250 SW Village Parkway
Port St. Lucie, FL 34987

ATTORNEY : Dean Mead Minton and Moore
W. Lee Dobbins
1903 S. 25th Street, Suite 200
Fort Pierce, FL 34947

EXHIBIT 1

Digital Application Submitted Via City's Online FUSION Portal

EXHIBIT 1A

Mattamy Homes USA – Southeast Florida
2500 Quantum Lakes Drive, Suite 215
Boynton Beach, FL 33426
561-413-6100

April 2, 2025

Planning & Zoning Department
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd. - Building B
Port St. Lucie, FL 34984-5099

RE: Owners Authorization — Traditional MPUD

To Whom It May Concern:

As owner of the property referenced above, please consider this correspondence as formal authorization for Lucido & Associates to represent Mattamy Palm Beach, LLC as an applicant during the governmental review process for the above-noted project.

Thank you for your attention to this matter.

Sincerely,

Karl Albertson, Vice President of Land Acquisition and Entitlements

Winding River Crosstown, LLC

2801 Ocean Drive, Suite 302
Vero Beach, FL 32963

April 1, 2026

Planning & Zoning Department
City of Port St. Lucie
121 S. W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099

RE: Owner's Authorization - Tradition MPUD
Winding River Crosstown LLC
Parcel I.D. Nos.: 4304-502-0022-000-6; 4304-111-0002-000-0

To Whom It May Concern:

As owner of the parcels referenced above, please consider this correspondence as formal authorization for Haley Ward, Inc. to represent Winding River Crosstown LLC as an applicant during the governmental review process for the above-noted project.

Thank you for your attention to this matter.

WINDING RIVER CROSSTOWN LLC,
a Florida limited liability company

By: _____
Michael J. Kirwin
Authorized Representative

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of April, 2026, Michael J. Kirwin, the Authorized Representative of Winding River Crosstown LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

JOSLYN KALEKA
MY COMMISSION # HH 594587
EXPIRES: October 29, 2028

_____
Notary Public – State of Florida

NOTARY SEAL/STAMP

INTRODUCTION

TRADITION, a MPUD, is a mixed-use community consisting of 3,038 acres. The Tradition MPUD is intended to implement the design requirement policies of the NCD land use. TRADITION, offers uses as outlined in the attached Exhibit 5.

The above-mentioned community will have amenities of parks, lakes, upland preservation tracts and recreation areas of parks, playgrounds, or other cultural facilities, golf course and clubhouse.

The internal roadway for TRADITION is designed to ensure an orderly means of ingress and egress movement for both the residents and visitors to the area. The community's primary access will be via Tradition Parkway, together with North and South roadways into the community.

This application is respectfully submitted to the Planning and Zoning Department of the City of Port St. Lucie for processing as a MPUD. The format will follow the outline presented in the PUD Zoning District Standards and Application requirements.

EXHIBIT 2

MPUD APPLICATION CHECKLIST

1. Statement of Unified Control of the entire area within the proposed MPUD is enclosed as Exhibit 3.

2. TRADITION is a proposed mixed use community designed to encompass residential, neighborhood/village commercial, town center and institutional uses.

3. The Conceptual Plan for TRADITION is enclosed as Exhibit 8 of this submittal package.

4. Please see Exhibit 4 for the General Standards established for this Master Planned Unit Development. The maximum building heights, minimum setbacks and other site data are shown in Exhibits 6 and 10. Development uses and standards are shown in Exhibit 6.

5. The community is also known as TRADITION

EXHIBIT 3

TRADITION

January 15, 2018

Potti Tobin
Planning & Zoning Director
City of Port St. Lucie, FL
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

RE: Tradition MPUD - 12th Amendment

Dear Ms. Tobin:

This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie, FL zoning code requirements. TRADITION LAND COMPANY, LLC is the owner of record of the subject property, with Certificate of Title recorded in OR Book 3274, Pages 915-985, in the Public Records of St. Lucie County, Florida, and copies of which are already on file in your department.

Please contact CERTUS TRD OWNER, LLC should you need any additional information regarding this application.

Sincerely,

TRADITION LAND COMPANY, LLC

David C. Feltman
President

10489 SW Meeting Street •Port St. Lucie, FL
Phone (772) 340-3500 • FAX: (772) 340-3718

DocuSign Envelope ID: D3C00EB6-006A-4164-B968-60E89FF2BC1C

Mattamy Palm Beach LLC
4901 Vineland Road
Suite 450
Orlando, FL 32811

February 21, 2023

Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Re: Evidence of Unity of Control and Binding MPUD Agreement - Tradition MPUD

This letter is to serve as our required letter of Unified Control in compliance with the City of Port St. Lucie zoning regulations. Mattamy Palm Beach LLC, a Delaware limited liability company ("Mattamy"), is the owner of record of Parcels 17, 17A, and 18 of the property described on Exhibit 7, by virtue of the Special Warranty Deed dated June 29, 2018 recorded in Official Records Book 4153, Page 856, and Special Warranty Deed dated December 14, 2022 recorded in Official Records Book 4926, Page 2841, both of the Public Records of St. Lucie County, Florida.

Mattamy is the successor "Developer" under the Amended and Restated Development Order for the Tradition Development of Regional Impact ("DRI"), which DRI was adopted pursuant to Resolution 16-R95 by the City of Port St. Lucie, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Tradition Development of Regional Impact recorded in Official Records Book 3864, Page 1840, of the Public Records of St. Lucie County, Florida, as amended from time to time.

Parcels 17, 17A, and 18 of the property described on Exhibit 7 are under unified control and Mattamy agrees (1) to proceed with the proposed MPUD development according to the provisions of the City of Port St. Lucie zoning regulations and any conditions as may be attached to the rezoning of the land to the MPUD, and (2) provide such agreements, contracts, deed restrictions, and relevant securities as may be required by the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City, and also agrees to provide continuing operation and maintenance of such areas, functions, and facilities on the subject property, unless and until such time as a private property owners' association accepts such responsibilities. Such responsibilities are not to be provided or maintained at public expense. Mattamy acknowledges and consents to the requirements of the existing binding MPUD agreement for Tradition, and further agrees to bind all successors in title to the commitments made hereunder in this paragraph.

Should you have any questions or require additional information, please do not hesitate to contact me.

MATTAMY PALM BEACH LLC

Tony Palumbo

By: Anthony J. Palumbo, III, Vice President

DocuSign Envelope ID: 71EF8BAD-3790-4244-83F2-82BB0FF42E77

UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING OF THE BOARD OF DIRECTORS OF TRADITION COMMERCIAL ASSOCIATION, INC.

Tradition MPUD – Amendment Application

Anthony Palumbo, Frank Covelli, and Tyler Gaffney, representing the entire Board of Directors (the "Board") of Tradition Commercial Association, Inc. (the "Association"), pursuant to section 617.0821, Florida Statutes, do hereby consent to the following action(s) in lieu of a meeting of the Board, to have the same effect as action(s) taken at a duly called meeting of the Board, at which a quorum of directors was present and voting, as further set forth below:

WHEREAS, the Association is governed by the Amended and Restated Commercial Charter for Tradition, recorded in the Official Records of St. Lucie County in Official Records Book 4512, Page 1357, as amended and supplemented from time to time (the "Charter"); and

WHEREAS, Mattamy Palm Beach LLC, a Delaware limited liability company (the "Founder"), is the Founder under the Charter, pursuant to that certain Assignment of Founder's Rights recorded in the Official Records of St. Lucie County, Florida in Official Records Book 4153, Page 969; and

WHEREAS, pursuant to Section 15.3 of the Charter, the Founder has the right to make changes in the "Master Plan" (as such term is defined in the Charter) in the Founder's sole discretion, subject to such governmental approvals as may be required; and

WHEREAS, the Founder desires to amend the Tradition MPUD as set forth in the MPUD Application for MPUD Rezoning of Tradition 3,038 Acres, attached hereto and incorporated as if fully set forth herein as **Exhibit "A"** (the "Amendment Application"), subject to the approval of the City of Port Saint Lucie (the "City"); and

WHEREAS, the City has requested the consent of the Association to the Amendment Application, and the Association desires to provide its consent to the Amendment Application.

NOW, THEREFORE, BE IT RESOLVED that:

1. **Recitals**. The aforementioned Recitals are true and correct and are hereby incorporated as if fully set forth herein.

2. **Amendment Application**. The Board hereby approves the Amendment Application.

THIS UNANIMOUS WRITTEN CONSENT IN LIEU OF A MEETING shall be effective as of the date of the last signature affixed below. The undersigned affirm that this Unanimous Written Consent in lieu of a Meeting of the Board of Directors was signed on the date(s) set out below and delivered to the Association by delivery to its principal office inside the State of Florida, its principal place of business, the corporate secretary, or another agent of the corporation having custody of the book in which proceedings of meetings of the Association are recorded.

ANTHONY PALUMBO

Signature: Anthony Palumbo

Title: Board Member, President

Date: 2/17/2023

FRANK COVELLI

Signature: Frank Covelli

Title: Board Member, Vice President

Date: 2/16/2023

TYLER GAFFNEY

Signature: Tyler Gaffney

Title: Board Member, Secretary/Treasurer

Date: 2/17/2023

Mattamy Palm Beach LLC
2500 Quantum Lakes Drive
Suite 215
Boynton Beach, FL 33426

January 30, 2026

Planning & Zoning Department
City of Port St. Lucie
121 S. W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984

RE: Evidence of Unity of Control and Binding MPUD Agreement – Tradition MPUD

This letter is to serve as our required letter of Unified Control in compliance with the City of Port St. Lucie, FL zoning code regulations. Winding River Crosstown LLC, a Florida limited liability company ("Winding River") is the owner of record of those certain parcels identified as Parcel I.D. Nos.: 4304-502-0022-000-6, and 4304-111-0002-000-0, by virtue of that certain Warranty Deed recorded in Official Records Book 5401, Page 2139, and that certain Warranty Deed recorded in Official Records Book 5328, Page 2672, Public Records of St. Lucie County, Florida (the "Winding River Parcels") for which a PUD Amendment Application has been filed to permit the commercial development of the Winding River Parcels consistent with commercial uses permitted in the DRI (as defined below)., and to collectively designate said parcels as "Parcel 11A" in the Tradition MPUD.

Mattamy Palm Beach LLC, a Delaware limited liability company ("Mattamy"), is the successor "Developer" under the Amended and Restated Development Order for the Tradition Development of Regional Impact ("DRI"), which DRI was adopted pursuant to Resolution 16-R95 by the City of Port St. Lucie, as memorialized by that Notice of Adoption of the Amended and Restated Development Order for the Tradition Development of Regional Impact recorded in Official Records Book 3864, Page 1840, Public Records of St. Lucie County, Florida, as amended from time to time.

The land to be designated as Parcel 11A comprises a portion of the property described on Exhibit 7 to the Tradition MPUD, which is under the unified control of Mattamy, as the successor Developer of Tradition MPUD. In connection with Winding River's MPUD Amendment Application, Mattamy agrees (1) subject to the terms of a written agreement between Mattamy and the owner(s) of the Winding River Parcels to convert the residential units contained within the Winding River Parcels to commercial use, in order to allow the commercial development of the Winding River Parcels consistent with commercial uses permitted in the DRI according to the provisions of the City of Port St. Lucie zoning regulations and any conditions as may be attached to the rezoning of the land to the MPUD, and (2) to provide such agreements, contracts, deed restrictions, and relevant securities as may be required by the City of Port St. Lucie for the completion of development in accordance with the plan approved by the City, and provide (or cause to be provided by Winding River, its successors and assigns) the continuing operating and maintenance of such areas, functions, and facilities on the Winding River Parcels, unless and until such time as a private property owners' association accepts such responsibilities. Such responsibilities are not to be provided or maintained at public expense. Mattamy acknowledges and consents to the requirements of the existing binding MPUD agreement for Tradition and further agrees to bind all successors in title to the commitments made hereunder in this paragraph.

This letter is solely for the purpose of complying with the City of Port St. Lucie's zoning requirements and is not intended for the benefit of any third party, and no such party, other than the City of Port St. Lucie, may enforce any rights or obligations arising under this letter against any Mattamy as a third-party beneficiary.

Should you have any questions or require additional information, do not hesitate to contact me.

MATTAMY PALM BEACH LLC

By: _____
Kari Karl Albertson, its Vice President

Winding River Crosstown, LLC
2801 Ocean Drive,
Suite 302
Vero Beach, FL 32963

STATEMENT OF UNIFIED CONTROL

Project Name(s): P24-216 – Tradition MPUD Amend # 16

The property described in the amendment application package for the Tradition MPUD Amendment # 16, more specifically described as Parcel ID 4304-111-0002-000-0 and 4304-502-0022-000-6 (the "Property") is under unified control due to common ownership by Winding River Crosstown LLC. Pursuant to 158.192, Changes in Conceptual Master Plans, City Code of Ordinances ("City Code"), major changes in a conceptual plan require "[a]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 158.175(A)(1) and affected by the proposed changes." The Property is the only area effected by the proposed changes contained in the amendment.

All the property within the Tradition MPUD remains subject to the regulations contained in the Tradition MPUD Conceptual Development Plan and Conditions, and subsequent amendments, including the Binding P.U.D Agreement, Exhibit 9 of Original Tradition MPUD Conceptual Plan and Conditions, executed January 22, 2018.

[SIGNATURE TO FOLLOW]

Winding River Crosstown LLC, Owner of Parcel IDs: 4304-111-0002-000-0 and 4304-502-0022-000-6

Signature | Authorized Representative (Title) | 2/26/2026 (Date)

Michael J. Kirwin
Print Name

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me **by means of** ☑ **physical presence or** ☐ **online notarization**, this 26th day of February, 2026, by **Michael J. Kirwin**, who is personally known to me.

JOSLYN KALEKA
MY COMMISSION # HH 594587
EXPIRES: October 29, 2028

Signature of Notary Public

Joslyn Kaleka
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 10-29-2028

NOTARY SEAL/STAMP

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

1. The area of TRADITION is 3,038 acres, which exceeds the 200-acre minimum establishment of a MPUD within the NCD land use.

2. TRADITION is located on the west side of I-95 and north and south of Tradition Parkway. Main access to the MPUD will be along Tradition Parkway.

3. TRADITION is designated to include residential uses together with town centers and mixed uses.

4. All recreation areas may be a park or playground or other recreational or cultural facility. Furthermore, there may be a golf course and clubhouse with or without an alcoholic beverage license.

5. TRADITION is located within the TRADITION Development of Regional Impact. Storm water management will be provided by an on-site water lake system, which will be part of Tradition Community Development District (TCDD) water management system, located in TCDDs 1, 2, 3, 4, 5, 6, 7, & 8. The Tradition MPUD will be supplied with water and wastewater services by the City of Port St. Lucie Utility Systems Department and will abide and comply with all applicable City Ordinances, Policies, Specifications and Regulatory Agencies governing such service. Furthermore, the Tradition Phase I PUD acknowledged that the City may require reuse water be utilized for irrigation, equal to the amount of wastewater generated by the PUD, upon availability to the site. The design of the roadway sections shall conform to PSLUSD landscaping specifications and policies, latest revision. All utilities will be located underground. Irrigation will be provided by an onsite system.

6. The original physical characteristics of TRADITION MPUD can be described as approximately 3,038 acres of "improved pasture". There are no existing wetlands within the neighborhood boundaries designated for impact that have not been approved during the original permitting of TRADITION by the South Florida Water Management District (SFWMD). A modification to an existing Army Corps of Engineers permit is in process. There are within the 3,038 acres, wetlands and upland buffers to be preserved. These areas will not be impacted but enhanced by the dedication of additional upland preserve areas.

7. Within TRADITION the minimum finish floor elevations are to be at or above of the minimum elevation for the associated drainage basin as shown in the SFWMD Permit #56- 01569-P.

8. This MPUD application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan. The intent of this MPUD is set forth designated land use areas which illustrate compliance with the policy provisions of the New Community Development District land use.

For purposes of this MPUD the following definition shall apply:

Senior living campus – A residential community including a range of living units, including independent units (detached & attached), assisted care units and skilled nursing care facilities along with a variety of common amenities and ancillary services.

In 2016, two parcels were transferred from the Tradition DRI to the Western Grove DRI [the Taylor Morrison 'Esplanade' (north of Westcliffe) and Mattamy 'Emery' (east of Fern Lake)]. The parcels already had zoning of Tradition MPUD in place and such zoning remains on these parcels to-date. The total of the two parcels transferred from Tradition DRI into Western Grove DRI was approximately 326 acres; however, this acreage remains within the Tradition MPUD.

EXHIBIT 5

SITE INFORMATION

1. TOTAL ACREAGE: 3,038 acres

Development areas included within this MPUD:

- Residential	2,053 acres
- Town Center	190 acres
- Mixed Use	445 acres
- Neighborhood/Village Center	8 acres
- Water Management Tracts	61 acres
- Road Rights-of-Way	188 acres
- Conservation Tracts	39 acres
- Open Space	54 acres
TOTAL	3,038 acres

Note: Development area acreages are approximate.

St. Lucie County Approved Development Areas (Res. 02-141 & 02-142):

• Residential	57.14acres
• Water Management Tracts	61.04 acres
• Open Space	12.16 acres
• Upland Preserve/Wetlands	16.52 acres
• Road Right-of-Way	48.30 acres
• Town Center	26.01 acres
• Parks	13.00 acres
Total	234.17 acres

Development areas included with this MPUD submittal:

• Residential	2,004.47 acres
• Road Right-of-Way	139.97 acres
• Town Center	144.05 acres
• Mixed Use	444.93 acres
• Open Space	41.67 acres
• Conservation Tract	22.98 acres
Total	2,798.07 acres

II. DEVELOPMENT AREA - Overall

Residential: Parcels 3, 6, 9, 12, 13, 13A, 14, 15, 16, 17, 17a, 18, 20, 20a, 21, 22, 23, 32, 34, 35, 36, and 37

- Parcels designed as Civic/Institutional: Total: 1,961.27 acres

Parcels 13A	Area: 2.40 acres
34	Area: 2.31 acres
35	Area: 3.44 acres

- Parcel designated as park: Parcel 22 Area: 118.54 acres
  Parcel 23 0.948 acres

Town Center: Parcels 1,1A,1B,1C, 2, Total: 242.19 acres

- Residential Use: % of Total: 36.4%
  Parcels 1, 1A,1B,1C 7.89 acres
  Parcel 2 39.99 acres

- Office/Retail, Civic:
  Parcel 1 75.89 acres

Mixed Use: Parcels 4, 5, 7, 8, 10, 11, 11A Total Area:443.73 acres

- Residential: Parcel 7 & Parcel 10 % of Total: 44.93% ~~47.07~~
  Parcel 7 23.79 acres ~~185.07 acres~~
  Parcel 10 175.59 acres

- Retail/Office/Hospital/Utility/Civic/Institutional/Assisted Living Facilities and Nursing Homes
  Parcel 4 179.03 acres
  Parcel 8 10.41 acres

- School/Civic/Institutional
  Parcel 5 33.63 acres

- Retail/Office
  Parcel 11 11.73 acres

- Retail/Office:
  Parcel 11A 9.48 acres

Village Center: Parcels 19a,19b Total area: 7.37 acres

Retail/Office/Civic/Church 7.37acres

III. Intentionally Left Blank

IV. UPLAND PRESERVATION

Uplands will be preserved consistent the Tradition DRI development order.

V. MODEL AREA

The proposed location of model/sales areas shall be determined as individual parcels are developed and approved through the conceptual plan process and require site plan approval by the Site Plan Review Committee.

They shall be utilized as a model and sales area in an orderly and organized manner to better service the homeowners who wish to call TRADITION their home. These will remain in effect until such time that it is practicable to offer these home sites for purchase. Fences may be located in private road rights-of-way and cross property lines for model home areas. Site plan approval is required and a bond shall be posted with the city ensuring its removal when the models revert to private residences.

VI. PEDESTRIAN WAYS

The major system of pedestrian movement will consist of sidewalks adjacent to the streets with connections to the neighborhoods.

The minor systems will be developed within the neighborhoods as development occurs.

EXHIBIT 6

PROPOSED DEVELOPMENT USE/STANDARDS

Section 1. Residential Area.

(A) Purpose. The purpose of the residential area shall be to locate and establish neighborhoods within the NCD District which are deemed to be uniquely suited for the development and maintenance of residential living of an urban and suburban character; to designate those uses and services deemed appropriate and proper for location and development within that area; and to establish development standards and provisions as are appropriate to ensure proper development in a residential environment. Residential areas shall contain integrated neighborhoods within a 2-mile radius of shops, services, and other activities. Neighborhoods within the residential area shall be a minimum of ten (10) acres and a maximum of six hundred (600) acres. Gated neighborhoods are permitted provided arterial roads are not gated and they are integrated into the overall community via pedestrian and bicycle connections. Higher density residential uses within the Residential area shall be encouraged to be located near Neighborhood/Village areas, Town Centers and Mixed Use areas, central focal points and the center or edge of neighborhood areas. The following standards shall be met in designing neighborhoods within the residential area.

(B) Permitted Principal Uses and Structures. Neighborhoods within the Residential area may include the following principal uses and structures.

1. Single-family dwelling (attached and detached);

2. Single unit accessory apartments, home offices or studios with a maximum living area of 600 square feet shall be permitted above garages on residential lots;

3. Townhouse dwelling;

4. Multiple-family dwelling;

5. Park or playground, or other public or private recreation or cultural facility (including but not limited to: Golf course or clubhouse, with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests of the clubhouse; Open space devoted to the conservation and maintenance of natural waterways, vegetation and wildlife; Hiking and/or bicycle trails; Nature study areas and boardwalks; Picnic areas);

6. Civic, institutional, or cultural facility [including but not limited to enclosed assembly area, day care centers, schools (public or private), kindergarten through 12 grade, congregate living facilities].

7. Temporary sales trailers located upon the parcel for which sales activities are to be conducted;

8. Senior living campus; and Nursing Home.

9. Paired Villa dwelling

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

1. Wireless communication antennas and monopole towers with a maximum height of 100 feet located within parks or school sites designated on Exhibit 8, provided all other criteria as set forth in Section 158.213, City of Port St. Lucie Zoning Ordinances are met.

(D) Accessory Uses. As set forth within Section 6 hereof.

(E) Minimum Lot Requirements / Maximum Residential Density.

1. Single-family dwelling: Two thousand eight hundred (2,800) square feet and width of thirty-five (35) feet with a maximum gross project density of fifteen (15) dwelling units per acre;

2. Townhouse dwelling: One thousand four hundred (1,400) square feet and a width of eighteen (18) feet, with a maximum gross project density of fifteen (15) dwelling units per acre.

3. Multiple-family dwelling: Five (5) acres and width of one hundred fifty (150) feet, with a minimum gross project density of ten (10) units per acre and maximum gross project density of twenty (20) dwelling units per acre.

4. Schools:
   a. Day Care 0.75 acres
   b. K-8th 7.5 acres
   c. High 15 acres

5. All other permitted or special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

6. Paired Villa dwelling: Three thousand five hundred (3,500) square feet and a width of thirty-seven and one-half (37.5) feet, with a maximum gross project density of seven (7) dwelling units per acre.

(F) Maximum Building Coverage.

Single Family and Multi Family: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

(G) Minimum Open Space. Thirty (30) percent. Within open space areas include a minimum of 5% useable open space in the form of squares, greens, parks, recreation areas and/or conservation areas.

(H) Maximum Building Height. Thirty-five (35) feet measured to midpoint of roof pitch, provided that steeples and similar architectural embellishments shall have a maximum height of sixty-five (65) feet. Schools (K-8th and High) shall have a maximum height of fifty (50) feet. Vertically attached multiple-family dwelling unit buildings on Parcels 17 and 17a, as depicted on the Tradition MPUD Concept Plan, shall have a maximum height of 47'-6" subject to the following conditions:

(a) Aggregately parcels 17 and 17a are restricted to two (2) vertically attached multi-family dwelling unit buildings not to exceed four stories.

(b) The buildings must be located no less 360 feet south of Westcliffe Lane, 765 feet north of Tradition Parkway, 65 feet west of Parcel 18 and 80 feet east of the FPL Easement located adjacent to Parcels 17 and 17A.

(I) Minimum Living Area.

1. Single-family dwelling: One thousand two hundred (1,200) square feet.

2. Townhouse and Multiple-family dwellings:

   i. Studio apartment, six hundred (600) square feet;
   ii. One (1) bedroom, seven hundred (700) square feet;
   iii. Two (2) bedroom, eight hundred (800) square feet;
   iv. Three (3) bedroom, nine hundred (900) square feet.

3. Senior living campus – six hundred (600) square feet for independent units (attached & detached).

(J) Yard Requirements and Buffering: Minimum setbacks shall be stated below unless otherwise indicated on Exhibit 10 of the Tradition MPUD.

1. Single-family dwelling:

Front yard. Each lot shall have a front yard with a building setback line of ten (10) feet for dwellings with alleys, and for rear loaded garage village units, or a front yard with a building setback line of ten (10) feet and a front load garage setback line of eighteen (18) feet for dwellings without alleys. Each lot having frontage on a non-gated collector road shall have a front yard with a building setback line of twenty-five (25) feet.

Side yards. Each lot shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings without alleys, and for rear loaded garage village units, or two (2) side yards, each of which shall result in a separation of ten (10) feet between adjacent buildings with alleys. A side yard of ten (10) feet shall be provided adjacent to rights-of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided, and a side yard of five (5) feet shall be provided adjacent to alleys.

*Parcels 17, 17a, and 18, shall be permitted to have side yard setbacks of five (5) feet from the side property line which shall result in a minimum separation of ten (10) feet

between adjacent buildings. A side yard of at least ten (10) feet shall be provided adjacent to rights-of-ways or eighteen (18) feet for street-side-loaded garage.
Rear Yard. Each lot shall have a rear yard with a building setback line of ten (10) feet, eighteen (18) feet for garages on alleys, and a fifteen (15) foot setback where there is eighteen (18) feet to the alley travel lane. Exhibit 10H rear loaded garage village units may have a rear yard setback of ten (10) feet to garages.

2. Townhouse dwelling:

Each townhouse dwelling shall have a front yard with a minimum depth of ten (10) feet for townhouse dwellings with alleys or a front yard with a minimum depth of ten (10) feet and a front load garage setback line of eighteen (18) feet for townhouse dwellings without alleys and a rear yard with a minimum depth of ten (10) feet. Screened enclosures shall be set back a minimum of five (5) feet from the rear property line. Each townhouse dwelling having frontage on a non-gated collector road shall have a front yard with a building setback line of twenty-five (25) feet.

No less than three (3) townhouse dwellings and no more than eight (8) townhouse dwellings shall be contiguous. No contiguous group of dwellings shall exceed two hundred forty (240) feet in length.

No portion of a townhouse or accessory structure in or related to one (1). group of contiguous townhouses shall be closer than fifteen (15) feet to any portion of a townhouse or accessory structure related to another group. A side yard having a minimum depth of ten (10) feet shall be provided between the side of any townhouse dwelling and a private or public street or right-of-way.

3. Multiple-family dwelling: In order to provide for a pedestrian oriented streetscape design, all setback requirements shall be established for each specific use as part of the site plan review process. Where two or more buildings are situated upon a parcel, any two buildings shall be separated by a minimum of twenty (20) feet.

    a. Parcels 17 and 17a, shall have a building setback of twenty-five (25) feet from the front yard and public rights-of-ways, and ten (10) feet from the side and rear property lines. Where two or more buildings are situated upon a parcel, any two buildings shall be separated by a minimum of twenty (20) feet for vertically attached units, fifteen (15) feet 4-plex to 8-plex attached units, and a minimum of ten (10) feet for multi-family horizontal detached units.

4. Senior Living Campus: Buildings shall have a setback of ten (10) feet from all property lines. Detached independent units shall be separated by a minimum of twelve (12) feet and the units shall be setback twenty (20) feet from the edge of any internal roadway pavement or sidewalk.

5. All other permitted or special exception uses: All setback requirements shall be established for each specific use as part of the site plan review process.

6. Buffering. Where applicable, buffering shall be provided in accordance with the landscaping requirements of Chapter 15 4 , City of Port St Lucie Ordinances.

7. Paired Villa dwelling:

Each paired villa dwelling shall have a front yard with a minimum depth of eighteen (18) feet for a front load garage setback and a rear yard with a minimum depth of ten (10) feet. Screened enclosures shall be set back a minimum of five (5) feet from the rear property line.

Paired Villa's shall have a minimum of twelve (12) feet distance between buildings (six feet setback to property line). Lots shall have a zero (0) foot Z-lot line setback on the zero (0) foot side of the lot and a side yard having a minimum depth of six (6) feet shall be provided on the non zero (0) foot lot line. A minimum of ten (10) feet distance is required between the side of any paired villa dwelling and a private or public street or right-of-way.

a. * Parcels 17, 17a, and 18 shall have a minimum side yard setback of five (5) feet from the side property line on the non-zero foot lot line providing a minimum of ten (10) feet separation between adjacent buildings.

(K) Off-Street Parking and Service Requirements. As set forth in Section 7 hereof.

(L) Site Plan Review. Each neighborhood within the Residential area shall submit a conceptual plan meeting the criteria set forth above and those criteria contained in the NCD District's Policies of the City of Port St. Lucie's Comprehensive Plan. Conceptual Plans shall be submitted for review by the Planning and Zoning Director or the City's Site Plan Review Committee prior to approval of subdivision plats. Conceptual plans shall include adequate information to determine compliance with the required design standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space. An exhibit indicating building envelopes/ setbacks shall be provided with each conceptual plan or subdivision plat submittal. Multi-Family and non-residential developments within the Residential area shall submit a site plan meeting the criteria set forth above for review and approval by the City's Site Plan Review Committee.

(M) Access. Gated subdivisions shall provide a minimum distance of 100 feet from the gate to the right- of- way. There shall also be provided a space for buses and trucks to maneuver around before the gated entrance. Secondary resident restricted entrances shall provide a minimum distance of 100 feet from the gate to the right of way. A bus and truck maneuvering area will not be required for secondary resident restricted entrances.

Section 2. Neighborhood/Village Commercial Areas

(A) Purpose. The purpose of the neighborhood/village commercial areas shall be to locate and establish areas within the NCD District 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 of interrelationship of established uses so as to permit a high level of pedestrian movement within the area; to designate those uses and

services deemed appropriate and proper for location and development within said areas; and to establish development standards and provisions as are appropriate to ensure proper development and function of uses with the areas. Neighborhood/Village commercial areas shall function as a community of compatible uses in a compact setting, with a minimum area of three (3) acres and a maximum area of thirty-five (35) acres, serving adjoining neighborhoods and may provide for a mix of residential and non-residential land uses. The following standards shall be met in designing neighborhood/village commercial areas:

(B) Permitted Principal Uses and Structures. A minimum of two (2) of the following principal uses and structures shall be contained in the neighborhood /village commercial area, provided that a maximum of fifty (50) percent of the net developable area within a neighborhood / village commercial area may be residential and the maximum gross floor area of any one (l) retail use shall be thirty thousand (30,000) square feet:

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 on premises consumption;

2. Office for business, professional or medical use;

3. Personal service uses, such as, bank or savings and loan association, dry cleaning or laundry pick up station for work to be sent elsewhere;

4. Day care center;

5. Restaurant (not including drive-in facilities) with or without an alcoholic beverage license for on premises consumption of alcoholic beverages;

6. Service station (as separate use or in conjunction with a permitted use);

7. Park or playground or other public or private recreation or cultural facility;

8. Civic, institutional or cultural facility [including but not limited to enclosed assembly area, day care centers, schools (public or private), kindergarten through 12 grade, congregate living facilities].

9. Townhouse dwelling;

10. Multiple-family dwellings;

11. Temporary sales trailers located upon the parcel for which sales activities are to be conducted; and

12. Congregate living facilities

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

Wireless communication antennas and towers with a maximum height of 100 feet, provided all other criteria as set forth in Section 158.213, City of Port St. Lucie Zoning Ordinances.

(D) Accessory Uses. As set forth in Section 6 hereof.

(E) Minimum and Maximum Lot Requirements and Residential Density.

1. Residential: As set forth in Section 1(E) hereof provided the minimum density shall be eight (8) dwelling units per net developable acre and the maximum density shall be twenty (20) dwelling units per net developable acre.
2. Non-residential: A minimum of twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet.

(F) Maximum Building Coverage. Eighty (80) percent provided that the maximum impervious surface does not exceed ninety (90) percent.

(G) Minimum Open Space. Ten (10) percent. Within open space areas include a minimum of 5% useable open space in the form of squares, greens, parks, recreation areas, and/ or conservation areas.

(H) Maximum Building Height.

1. Residential: Thirty-five (35) feet provided that steeples and similar architectural embellishments shall have a maximum height of sixty-five (65) feet.
2. Non-residential: Fifty (50) feet, provided that steeples and similar architectural embellishments shall have a maximum height of one hundred (100) feet.

(I) Minimum Building Size and Minimum Living Area

1. Residential: As set forth in Section 1(H) hereof.
2. Non-residential: Minimum total gross floor area of one thousand two hundred (1,200) square feet.

(J) Setback Requirements and Buffering.

1. Setback for single-family and townhouse uses. See Section 1(I)(1) and (2).
2. Setback for multiple-family and non-residential uses. In order to provide for a pedestrian oriented streetscape design, all setback requirements shall be established for each specific use as part of the site plan review process.

3. Buffering. 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 Chapter 154, City of Port St. Lucie Zoning Ordinances, except that buffer walls shall not be required between residential and non-residential uses within the neighborhood /village commercial area.

(K) Off-Street Parking and Service Requirements. As set forth in Section 7 hereof.

(L) Site Plan Review. Prior to approval of site plans for non-residential development in the neighborhood /village commercial area, a conceptual plan meeting the criteria set forth above shall be submitted for review and approval of the Planning and Zoning Director or the City's Site Plan Review Committee. Conceptual plans shall include adequate information to determine compliance with the required designed standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space.

Residential uses within the neighborhood/village commercial area shall submit a conceptual plan meeting the criteria set forth above for review and approval by the Planning and Zoning Director of the City's Site Plan Review Committee prior to approval of subdivision plats. Conceptual plans shall include adequate information to determine compliance with the required designed standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space.

Section 3. Town Center Areas.

(A) Purpose. The purpose of town center areas shall be to locate and establish areas within the NCD District which are deemed to be uniquely suited for the development and maintenance of commercial facilities, said areas to be primarily along established highways where a mixed pattern of commercial usage is to be 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. Town centers shall be designed, with a minimum size of thirty (30) acres and a maximum size of one hundred fifty (150) acres, to meet the needs of the larger residential area. The following standards shall be met in designing town centers:

(B) Permitted Principal Uses and Structures. A minimum of three (3) of the following principal uses and structures shall be contained within the town center area, provided a minimum of thirty (30) percent and a maximum of fifty (50) percent of the net developable area within a town center shall be residential, a minimum of 800 residential units shall be assigned to the town center and areas within 1/4 mile, and maximum gross floor area of any one (1) retail use shall be sixty thousand (60,000) square feet:

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-premise sales;

2. Office for administrative, business, professional or medical use;

3. Bank or savings and loan association;

4. Restaurant, including drive-in service;

5. Retail sales of alcoholic beverages for on and off premises consumption;

6. Hotel, motel, inn or bed and breakfast;

7. Theater (indoor);

8. Service station;

9. Car wash as an accessory to a service station only;

10. Public facility or use;

11. Civic, institutional or cultural facility [including but not limited to enclosed assembly area, day care centers, schools (public or private), kindergarten through 12 grade, congregate living facilities].

12. School (public or private), grades kindergarten through 12;

13. School (technical or vocational);

14. Day care center;

15. Single-family dwellings (attached and detached; minimum density of 8 du/ac);

16. Townhouse dwellings;

17. Multiple-family dwellings;

18. Recreation amusement facility;

19. Park or playground, or other public recreation or cultural facility (including but not limited to: Open space devoted to the conservation and maintenance of natural waterways, vegetation, and wildlife; Hiking and/or bicycle trails; Nature study areas and boardwalks; Picnic areas);

20. A single structure containing at least two complementary, integrated, or mutually supporting uses (such as housing, offices, retail, public service or entertainment). The structure must achieve physical and functional integration within itself. All permitted uses, including residential uses, shall be permitted within any floor of a multi-floor building, provided residential dwellings are not permitted on the ground floor of mixed-use structures.

21. Temporary sales trailers located upon the parcel for which sales activities are to be conducted.

22. Temporary outdoor sales and special events, including but not limited to, arts and craft shows, farmer's markets, circuses, carnivals, holiday festivals, and cultural festivals. Such events shall be conducted in accordance with Section 158.225, City of Port St. Lucie Code of Ordinances. Events requiring closure of a public right-of-way shall be conducted in accordance with Chapter 99, City of Port St. Lucie Code of Ordinances.

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

Wireless communication antennas and towers with a maximum height of 200 feet, provided all other criteria as set forth in Section 158.213, City of Port St. Lucie Zoning Ordinances.

(D) Accessory Uses. As set forth in Section 6 hereof.

(E) Minimum and Maximum Lot Requirements and Residential Density.

a. Residential: As set forth in Section 1(E) hereof provided the minimum density shall be eight (8) dwelling units per net developable acre and the maximum density shall be twenty (20) dwelling units per net developable acre.

b. Non-residential: A minimum of twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet.

(F) Maximum Building Coverage. Eighty (80) percent provided that the maximum impervious surface does not exceed ninety (90) percent.

(G) Minimum Open Space. Ten (10) percent. Within open space areas include a minimum of 5% useable open space in the form of squares, greens, parks, recreation areas and/ or conservation areas.

(H) Maximum Building Height. Fifty (50) feet, provided that steeples and similar architectural embellishments shall have a maximum height of one hundred (100) feet and residential only uses shall be limited to thirty-five (35) feet.

(I) Minimum Building Size and Minimum Living Area

a. Residential: As set forth in Section I(H) hereof.

b. Non-residential: Minimum total gross floor area of one thousand two hundred (1,200) square feet.

(J) Setback Requirements and Buffering.

1. Setback for single-family and townhouse uses. See Section 1(I)(l) and (2).

2. Setback for multiple-family and non-residential uses. In order to provide for a pedestrian oriented streetscape design, all setback requirements shall be established for each specific use as part of the site plan review process.

3. Buffering. 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 Chapter 154, City of Port St. Lucie Zoning Ordinances, except that buffer walls shall not be required between residential and non-residential uses within the neighborhood /village commercial area.

(K) Off-Street Parking and Service Requirements. As set forth in Section 7 hereof.

(L) Site Plan Review. Prior to approval of site plans for nonresidential development in the Town Center area, a conceptual plan meeting the criteria set forth above and those criteria contained in the NCD Land Use Design Policies of the City of Port St. Lucie's Comprehensive Plan. Conceptual Plans shall be submitted for review and approved by the Planning and Zoning Director or the City's Site Plan Review Committee. Conceptual plans shall include adequate information to determine compliance with the required designed standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space.

Residential uses within the Town Center area shall submit a conceptual plan meeting the criteria set forth above for review and approval by the Planning and Zoning Director or the City's Site Plan Review Committee prior to approval of subdivision plats. Conceptual plans shall include adequate information to determine compliance with the required designed standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space.

Section 4. Mixed Use Areas

(A) Purpose. The purpose of mixed use areas shall be to locate and establish areas within the NCD District which are deemed to be uniquely suited for the development and maintenance of a mixture of uses, said areas to be primarily along established highways where a mixed pattern of housing, big box retail, corporate office and large institutional uses are to be 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. Mixed use areas shall be designed with a minimum size of thirty (30) acres and a maximum of three hundred (300) acres, to meet the needs of the NCD District and areas beyond. The following standards shall be met in designing mixed use areas:

(B) Permitted Principal Uses and Structures. A minimum of three (3) of the following principal uses and structures shall be contained within the mixed use area, provided a minimum of thirty (30) percent and a maximum of seventy (70) percent of the net developable area within a mixed use area shall be residential:

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. Office for administrative, business, professional or medical use;

3. Bank or savings and loan association;

4. Restaurant, including drive-in service; and/or walk-up window

5. Retail sales of alcoholic beverages for on and off premises consumption;

6. Hotel, motel, inn or bed and breakfast;

7. Theater(indoor);

8. Service station

9. Car wash;

10. Self-storage;

11. Public facility or use;

12. Civic or cultural facility (private); Civic, institutional or cultural facility [including but not limited to enclosed assembly area, day care centers, schools (public or private), kindergarten through 12 grade, congregate living facilities].

13. School (public or private), grades kindergarten through 12;

14. School (technical or vocational);

15. Day care center;

16. Single-family dwellings (attached and detached);

17. Townhouse dwellings;

18. Multiple-family dwellings;

19. Recreation amusement facility;

20. Park or playground, or other public recreation or cultural facility (including but not limited to: Open space devoted to the conservation and maintenance of natural waterways, vegetation, and wildlife ; Hiking and/or bicycle trails; Nature study areas and boardwalks; Picnic areas);

21. A single structure containing at least two complementary, integrated, or mutually supporting uses (such as housing, offices, retail, public service or entertainment). The structure must achieve physical and functional integration within itself. All permitted uses, including residential uses, shall be permitted within any floor of a multi-floor building, provided residential dwellings are not permitted on the ground floor of mixed-use structures. Any retail use in a mixed use project will be located on the ground floor;

22. Temporary sales trailers located upon the parcel for which sales activities are to be conducted;

23. Hospital and other medical facilities;

24. Research uses, including product development and engineering.

25. Temporary outdoor sales and special events, including but not limited to, arts and craft shows, farmer's markets, circuses, carnivals, holiday festivals, and cultural festivals. Such events shall be conducted in accordance with Section 158.225, City of Port St. Lucie Code of Ordinances. Events requiring closure of a public right-of-way shall be conducted in accordance with Chapter 99, City of Port St. Lucie Code of Ordinances.

26. Assisted Living Facilities: and

27. Nursing home.

(C) Special Exception Uses. The following uses may be permitted only following the review and specific approval thereof by the City Council:

Wireless communication antennas and towers with a maximum height of 300 feet, provided all other criteria as set forth in Section 158.213, City of Port St. Lucie Zoning Ordinances.

(D) Accessory Uses. As set forth in Section 6 hereof.

(E) Minimum and Maximum Lot Requirement.

1. Residential: As set forth in Section l(E) hereof.

2. Non-residential: A minimum of twenty thousand (20,000) square feet and a minimum width of one hundred (100) feet.

(F) Maximum Building Coverage. Eighty (80) percent provided that the maximum impervious surface does not exceed ninety (90) percent.

(G) Minimum Open Space. Ten (10) percent. Within open space areas include a minimum of 5% useable open space in the form of squares, greens, parks, recreation areas and/or conservation areas.

(H) Maximum Building Height. One hundred (100) feet provided residential only uses shall be limited to thirty-five (35) feet.

(I) Minimum Building Size and Minimum Living Area

1. Residential: As set forth in Section l(H) hereof.

2. Non-residential: Minimum total gross floor area of one thousand two hundred (1,200) square feet. For Quick Service Restaurant with Drive-through, Walk Up service and no indoor seating, a minimum gross floor area of three hundred (300) square feet shall be permitted.

(J) Setback Requirements and Buffering.

1. Setback for single-family and townhouse uses. See Section l(I)(l) and (2).

2. Setback for multiple-family and non-residential uses. In order to provide for a pedestrian oriented streetscape design, all setback requirements shall be established for each specific use as part of the site plan review process.

3. Buffering. 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 Chapter 154, City of Port St. Lucie Zoning Ordinances except that buffer walls shall not be required between residential and non-residential uses within the mixed use area.

(K) Off-Street Parking and Service Requirements. As set forth in Section 7 hereof.

(L) Site Plan Review. Prior to approval of site plans for nonresidential development in the Mixed Use area, a conceptual plan meeting the criteria set forth above and those criteria contained in the NCD Land Use Design Policies of the City of Port St. Lucie's Comprehensive Plan. Conceptual plans shall be submitted for review and approved by the Planning and Zoning Director or the City's Site Plan Review Committee. Conceptual plans shall include adequate information to determine compliance with the required designed standards set forth above, including but not limited to mix of uses, lot sizes and setbacks, and minimum open space.

Residential uses within the Mixed Use area shall submit a conceptual plan meeting the criteria set forth above for review and approval by the Planning and Zoning Director or the City's Site Plan Review Committee prior to approval of subdivision plats. Conceptual plans shall include adequate information to determine compliance with the required designed standards set forth above, including but not limited to proximity to shops and services, lot sizes and setbacks, and minimum open space.

Section 5. Resort Areas. (Reserved) Section

6. Accessory Uses and Structures.

(A) General Provisions. Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage and other requirements, or as restricted in the Homeowners Association documents. 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 B 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 (B)(2)h and (B)(2)i.

(B) Accessory Uses in Residential Areas.

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 below. Accessory uses or structures shall be located a minimum of five (5) feet from the rear property line, except where lakes or open space are adjacent to the rear property line the setback may be reduced to two (2) feet. The minimum setback from side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of- way and five (5) feet shall be provided adjacent to an alley and accept where units share a common side property line where then will be be no side setback. The minimum setback for accessory uses from side and rear property lines adjacent to non-gated collector or arterial roads shall be twenty (20) feet.

1) The following accessory uses are allowed in the residential areas, all other accessory uses are prohibited, or as restricted in the Homeowners Association documents.

a. Customary yard structures such as communication antennas (excluding commercial transmission towers), children's playground equipment, and other similar equipment.

b. Swimming pools and related decks, patios and screen enclosures. Maximum size based on allowable setbacks.

c. A basketball backboard and goal may be located in that area extending from the front building line and on driveways 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.

d. Garden structures, including gazebos, pergolas, separate roofed patios, and well houses.

e. Hot tubs, saunas, free standing cabanas and bath houses, and other similar recreational structures.

f. Fences or screening walls meeting the requirements of Section 158.216 (A) & (B) per the City of Port St. Lucie Zoning Ordinances. Fences and walls may be located in that area extending from the front building line to front property line. Fences are only required to meet the requirements of Section 158.216 (A), (B), (F) & (G). Section 158.216 (C), (D), (E) (H), (I) through (J) are not required to be met and do not apply.

g. 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 roofline. These uses conform in appearance, materials and design to the principal structure (house) if over 300 square feet in size. Only one garage per lot is permitted.

h. Solar collection systems, windmills, and other energy devices based on renewable resources.

i. Outdoor fireplaces, outdoor kitchens, and barbecue pits.

j. Doghouse with a size not to exceed four (4) feet in height by four (4) feet in depth by six (6) feet wide.

k. Noncommercial greenhouses.

l. Dish antennas provided the meet the above and following requirements:

1. Only one (1) dish antenna per residence shall be permitted;

2. Dish antennas shall not exceed eighteen (18) inches in diameter, nor shall the dish in any position exceed a height of fifteen (15) feet.

m. Recreational accessory uses 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.

(C) Accessory Uses in Non-Residential Areas.

Accessory uses or structures shall not be located in th 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 Section 1

(D) Storage of a Commercial Vehicle or Equipment in a Residential District. Storage of a commercial vehicle or equipment in a residential area is prohibited; unless any vehicle or equipment is placed within a fully enclosed building or structure.

(E) Major Recreation Equipment. Major recreation equipment is hereby defined as including boats and boat trailers, recreational vehicles, motorized dwelling, houseboats and the like. Storage of major recreation equipment in a residential area is prohibited; unless any vehicle or equipment is placed within a fully enclosed building or structure.

(F) Home Occupation. A home occupation as defined herein shall be permitted within residential areas, subject to the following provisions:

1. The holder of the home occupation may have employees engaged in the business provided said employees, except those who reside in the home do not report to or for 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 of a primary structure, or as provided for in Sec. 6(B)(2)(e).

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.

Section 7. Street, Parking and Pedestrian Requirements

(A) Public Street Requirements. Pursuant to Section 3d of that portion of the Second Capacity Agreement, Tradition Parkway from I-95 to Village Parkway together with that portion of Village Parkway from Tradition Parkway to the north property line will be dedicated to the City of Port St. Lucie. All landscaping shall meet the sight distance and clear zone requirements of FDOT. Arterial, collector and minor collector roads allowing access within the Tradition MPUD as shown on Exhibits shall be designated in accordance with the following minimum criteria.

1. Arterials. Arterial roads shall have a minimum right-of-way width of one hundred thirty (130) feet with ten (10) foot utility easements on each side.

    a. Sidewalks. Arterial roads shall have a five (5) foot minimum sidewalk on both sides if bike lanes are provided in each direction of travel or an eight (8) foot minimum sidewalk on both sides without bike lanes.

2. Major Collector. Collector roads shall have a minimum right-of-way width of one hundred (100) feet.

    a. Sidewalks. Collector roads shall have an eight (8) foot minimum sidewalk on one side with bike lanes.

3. Minor Collector. Minor Collector roads shall have a minimum right-of-way width of eighty (80) feet.

    a. Sidewalks. Minor Collector roads shall have one five (5) foot sidewalk if there are bike lanes in the roadway or one eight (8) foot sidewalk if there are no bike lanes.

4. Intersections.

    a. The minimum intersection radii of pavement or cartway edge, or back of curb, where used, at all typical intersections approximately at right angle shall be a minimum of ten (10) feet to allow for improved pedestrian circulation in neo- traditional neighborhoods and Town Center areas that have been previously approved by St. Lucie County. A minimum radius of twenty-two (22) feet shall be used in additional neo-traditional neighborhoods and town centers approved by the City of Port St. Lucie. All other areas shall have a minimum radius of twenty-five (25) feet.

5. Cul-de-sacs. Permanent dead-end streets shall not exceed one thousand two hundred (1,200) feet in length as measured from the nearest intersecting street. Hammerhead cul-de-sacs shall be permitted provided that the hammerhead spurs shall not exceed one hundred fifty (150) feet in length from the centerline of the intersecting street.

6. Bus Shelters. Bus shelters shall be located in neighborhoods where appropriate and as recommended by the School District, transit authority or other public agency with appropriate pull offs. Locations of bus shelters are subject to the review and approval of the city.

(B) Private Street Requirements. Collector and local roads within neighborhoods which are not dedicated for public access shall be designed in accordance with the following minimum criteria.

1) Typical right-of-way cross-sections for collector and local roads within gated neighborhoods shall be included as part of the conceptual plan prior to subdivision plat approval.

a. Sidewalks. Collector and local roads within gated neighborhoods shall have a five (5) foot minimum sidewalk on one side.

b. Cul-de-sacs. Permanent dead-end streets shall not exceed one thousand two hundred (1,200) feet in length as measured from the nearest intersecting street. Hammerhead cul-de-sacs shall be permitted provided that the hammerhead spurs shall not exceed 150' in length from the centerline of the intersecting street.

(C) Parking Requirements. Each building, use, or structure shall be provided with on-street and/or off-street parking and service facilities in accordance with the provisions set forth herein, to the extent a building, use or structure is not identified below, on-street and/or off-street parking and service facilities shall be in accordance with the provisions set forth on Chapter 158, City of Port St. Lucie Zoning Ordinances. On- street parking spaces (min. dimensions 8'x20' for areas previously approved by St. Lucie County; min. dimensions 9'x20' for all other areas except the collector roads where spaces shall be 10'x20') directly and fully adjacent to a site and available to a development shall be counted toward the maximum. On-street parking (min. dimension 10'x20') may be permitted on collector roads and on local roads subject to site plan review. On-street parking shall not be permitted on arterial roads.

1) Retail and Office: 4 spaces per 1,000 sq. ft.

2) Medical Office:4 spaces per 1,000 sq. ft. (Hospital parking to be reviewed at the time of site plan review).

3) Mixed-use including restaurants: to be reviewed based on individual use of proposed mix of use at the time of site plan review.

4) Residential: 1.5 spaces per dwelling unit.

5) Parks and Recreation:

a. Private Facilities: No parking required provided adequate pedestrian access exists within the area intended to be served by the facility.

b. Public Facilities: All parking requirements shall be established for each specific use as part of the site plan review process.

6) Restaurant (stand-alone): 1 space per 100 sq. ft.

7) Senior Living Units: Independent units (attached and detached) 1 space per unit. All other units (rooms) shall provide a half space (.5) per unit plus 1 space per employee per shift.

8) Nursing Home: One half (0.5) space per unit (room) plus one (1) space per employee per shift.

9) Parcels 17 and 17A shall provide 1.75 spaces for each multi-family residential unit and one guest parking space for every five (5) units. Multi-family dwelling units with garage spaces may include the garage spaces as required parking spaces.

(D) Shared or joint use of parking facilities between and among uses is authorized 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 or more uses in a single trip; 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 joint use and specifying the duration of the agreement.

4. Use of ULI's Shared Parking or comparable analysis is encouraged.

(E) Parking areas shall be encouraged to be located to the rear or side of the property.

(F) Parking lot landscaping shall be in accordance with Chapter 154, City of Port St. Lucie Zoning Ordinances except that ten (10) foot parking islands shall be required to break up rows in groups of twelve (12) contiguous spaces.

(G) Parking decks where proposed shall be designed with internal ramping not visible from the street and access should not be off of major streets. Parking deck interiors shall be screened from view adjacent to roadways and residential areas by use of landscape screening grates, parapet walls or architectural facade treatment.

(H) Pedestrian Access.

1. An on-site pedestrian circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided with each conceptual plan or site plan. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained. Convenient pedestrian access to transit stops shall be provided.

2. The circulation system must be hard-surfaced, ADA acceptable, and be at least 5 feet wide.

3. Where the system crosses driveways, parking areas, and loading areas, it must be clearly identifiable, through the use of elevation changes, speed bumps, a different paving material, or other similar method.

4. Lighting for parking lots and pedestrian ways shall be provided to ensure public safety. Lighting shall be integrated into the architectural character both in terms of illumination and fixtures. Lighting shall not produce glare or negatively impact off-site uses or traffic on adjacent streets.

Section 8. Landscaping

(A) Plant Materials

1. Tree species height, spread and minimum clear trunk and shrub heights shall meet or exceed the minimum specified by the USDA's Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately.

2. Tree species shall be a minimum of fourteen (14) feet overall height when planted with a minimum four (4) foot spread and two (2) inch caliper DBH in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.

3. Existing plant material used to meet the intent of this section and Chapter 1 5 4 , City of Port St. Lucie Ordinance, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.

4. No more than 80% of the required trees may be palm trees.

5. A minimum of 25% of all required trees shall be native species.

6. Landscaping shall meet the city's requirements for xeriscape.

(B) Easement and Utility Area Landscaping. Trees and all vegetation with intrusive root systems shall not be planted within ten (10) feet of any utilities; including water and sewer lines, existing utility pole, guy wires and pad mounted transformer. No protective barriers will be required. All proposed utilities shall maintain separation distances from potable water mains as required by city and FDEP.

(C) Site Perimeter Landscaping

(1) Development Located Adjacent to a Right of Way or to Another Property. One tree shall be provided for each 30 linear feet of right of way or abutting property or fractional part thereof. Shrub spacing shall be based on the growth characteristics of the species and

may exceed 24 inches on center.

(D) Landscape Buffer Strips

1. No wall shall be required adjacent to open space land and senior living campuses. No wall shall be required where a wall is already provided by the adjacent property. Senior living campuses are not required to provide a wall adjacent to single family development. One tree shall be planted for each 30 linear feet of the landscape buffer strip or fractional part thereof. Shrub spacing shall be based on the growth characteristics of the species and may exceed 24 inches on center.

(E) Parking Lot Landscaping. Parking lot landscaping shall be in accordance with Chapter 154 , City of Port St. Lucie Land Development Regulations, except for those items specified below.

(1) To facilitate the integration of uses within Neighborhood /Village Centers, Town Centers, and Mixed Use areas, perimeter landscape buffers may be a minimum of five (5) feet between adjacent parcels where parking areas are interconnected, provided an area equal to a ten (10) foot buffer is provided elsewhere on site.

(F) Landscape Strip Between Buildings and Vehicular Use Areas and Around Building Facades. In the Neighborhood /Village Centers, Town Centers and Mixed Use areas, where the design intent is to bring the buildings closer to the street, a landscape strip shall not be required between buildings and vehicular use areas and around building facades. Street trees will be provided pursuant to the City's Subdivision Regulations.

(G) Residential Landscaping. The number of trees to be provided per lot shall be as follows:

(1) Lots less than 6,000 sq. ft. shall provide two (2) trees.

(2) Lots from 6,000 to 7,500 sq. ft. shall provide three (3) trees.

(4) Lots over 7,500 sq. ft. shall provide four (4)trees.

EXHIBIT 7

DESCRIPTION: TRADITION

A PARCEL OF LAND BEING ALL OF SECTION 9 AND A PORTION OF SECTIONS 4, 5, 6, 7, 8, 10, 15, 16, 17 AND 18, TOWNSHIP 37 SOUTH, RANGE 39 EAST, A PORTION OF SECTION 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND ALL OF TRADITION PLAT NO. 2, RECORDED IN PLAT BOOK 42, PAGES 3, 3A THRU 3D, ALL OF TRADITION PLAT NO. 3, RECORDED IN PLAT BOOK 43, PAGES 4, 4A AND 4B, ALL OF TRADITION PLAT NO. 4, RECORDED IN PLAT BOOK 43, PAGES 5 AND 5A, ALL OF TRADITION PLAT NO. 5, RECORDED IN PLAT BOOK 42, PAGES 4, 4A THRU 4I, ALL OF TRADITION PLAT NO. 6, RECORDED IN PLAT BOOK 42, PAGES 5, 5A THRU 5F, ALL OF TRADITION PLAT NO. 7, RECORDED IN PLAT BOOK 44, PAGES 7 AND 7A, ALL OF TRADITION PLAT NO. 9, RECORDED IN PLAT BOOK 44, PAGES 2, 2A AND 2B, ALL OF TRADITION PLAT NO. 10, RECORDED IN PLAT BOOK 43, PAGES 19, 19A THRU 19C, ALL OF TRADITION PLAT NO. 12, RECORDED IN PLAT BOOK 44, PAGES 3, 3A THRU 3D, ALL OF TRADITION PLAT NO. 13, RECORDED IN PLAT BOOK 43, PAGES 20 AND 20A, ALL OF TRADITION PLAT NO. 16, RECORDED IN PLAT BOOK 44, PAGES 12, 12A THRU 12J AND ALL OF TRADITION PLAT NO. 17, RECORDED IN PLAT BOOK 43, PAGES 22, 22A THRU 22F, ALL RECORDED IN THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SAID PLAT OF TRADITION PLAT NO. 6 AND THE WESTERLY LIMITS OF GATLIN BOULEVARD RIGHT-OF-WAY AND THE WESTERLY LIMITS OF THOSE LANDS DESCRIBED IN AN ORDER OF TAKING DATED JULY 24, 1979 AND RECORDED IN OFFICIAL RECORDS BOOK 311, PAGES 2946 THROUGH 2952, INCLUSIVE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY AND AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS FOR STATE ROAD NO. 9 (I-95), SECTION 94001 – 2412, DATED 06/02/77, WITH LAST REVISION OF 09/11/79; THENCE NORTH 00°01'45" EAST AS A BASIS OF BEARINGS ALONG THE EAST LINE OF SAID PLAT AND SAID WESTERLY LIMITS OF GATLIN BOULEVARD, A DISTANCE OF 200.00 FEET. THENCE TRAVERSING SAID WESTERLY LIMITS OF THOSE LANDS DESCRIBED IN AN ORDER OF TAKING BY THE FOLLOWING TWELVE (12) COURSES;

1. SOUTH 89°58'15" EAST DEPARTING SAID EAST LINE, A DISTANCE OF 262.61 FEET;
2. SOUTH 89°58'15" EAST, A DISTANCE OF 372.63 FEET;
3. NORTH 82°24'53" EAST, A DISTANCE OF 317.56 FEET;
4. NORTH 00°01'45" EAST, A DISTANCE OF 64.09 FEET;
5. NORTH 70°02'50" EAST, A DISTANCE OF 289.50 FEET;
6. NORTH 34°39'50" EAST, A DISTANCE OF 207.78 FEET;
7. NORTH 15°33'28" EAST, A DISTANCE OF 491.49 FEET;
8. NORTH 06°58'16 EAST, A DISTANCE OF 373.49 FEET;
9. NORTH 07°32'07" WEST, A DISTANCE OF 374.37 FEET;
10. NORTH 17°47'19" WEST, A DISTANCE OF 510.88 FEET;
11. NORTH 18°47'19" WEST, A DISTANCE OF 714.03 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 5983.58 FEET;
12. NORTHERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 23°41'41", AN ARC DISTANCE OF 2474.52 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°05'37" EAST FROM THIS POINT), SAID LINE ALSO BEING THE NORTH LINE OF SAID SECTION 10 AND THE

BOUNDARY OF THE PLAT OF PORT ST. LUCIE SECTION 35, RECORDED IN PLAT BOOK 15, PAGES 10, 10A THRU 10P, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY;

THENCE TRAVERSING THE BOUNDARY OF THE SAID PLAT OF PORT ST. LUCIE SECTION 35, THE NORTH LINE OF SAID SECTION 10 AND THE EAST LINE OF SAID SECTION 4 BY THE FOLLOWING THREE (3) COURSES,

1. SOUTH 89°54'10" WEST DEPARTING SAID WESTERLY LIMITS, A DISTANCE OF 1793.84 FEET;
2. NORTH 00°36'27" EAST, A DISTANCE OF 2651.97 FEET;
3. NORTH 00°35'12" EAST, A DISTANCE OF 2833.04 FEET;

THENCE CONTINUE NORTH 00°35'12" EAST DEPARTING SAID BOUNDARY, ALONG THE NORTHERLY PROLONGATION OF THE EAST OF THE NORTHEAST ONE QUARTER OF SAID SECTION 4, A DISTANCE OF 259.15 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THE O.L. PEACOCK CANAL AS DESCRIBED BY DRAINAGE AND IRRIGATION EASEMENT IN EXHIBIT "A" AND RECORDED IN OFFICIAL RECORDS BOOK 675, PAGE 1942, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE TRAVERSING SAID SOUTHERLY LINE BY THE FOLLOWING FOURTEEN (14) COURSES;

1. CONTINUE NORTH 00°35'12" EAST, A DISTANCE OF 12.29 FEET;
2. SOUTH 66°21'07" WEST, A DISTANCE OF 557.84 FEET;
3. SOUTH 56°25'29" WEST, A DISTANCE OF 121.35 FEET;
4. SOUTH 70°54'29" WEST, A DISTANCE OF 143.67 FEET;
5. SOUTH 85°53'58" WEST, A DISTANCE OF 132.02 FEET;
6. SOUTH 54°34'18" WEST, A DISTANCE OF 298.73 FEET;
7. SOUTH 33°56'01" WEST, A DISTANCE OF 30.15 FEET;
8. SOUTH 56°01'38" WEST, A DISTANCE OF 31.64 FEET;
9. NORTH 50°55'52" WEST, A DISTANCE OF 7.43 FEET;
10. SOUTH 73°43'15" WEST, A DISTANCE OF 14.12 FEET;
11. SOUTH 59°06'39" WEST, A DISTANCE OF 424.13 FEET;
12. SOUTH 65°11'40" WEST, A DISTANCE OF 178.59 FEET;
13. SOUTH 76°04'00" WEST, A DISTANCE OF 1244.50 FEET;
14. SOUTH 74°14'30" WEST, A DISTANCE OF 2525.46 FEET;

THENCE SOUTH 13°31'07" WEST DEPARTING SAID SOUTHERLY LINE, A DISTANCE OF 51.88 FEET TO THE NORTHEAST CORNER OF GROVE 3; THENCE SOUTH 74°03'19" WEST ALONG THE NORTH LINE OF SAID GROVE 3, A DISTANCE OF 5341.55 FEET TO THE NORTHWEST CORNER OF SAID GROVE 3; THENCE NORTH 89°33'50" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 638.42 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THAT 200.00 FOOT WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE TRAVERSING SAID WEST LINE BY THE FOLLOWING THREE (3) COURSES;

1. SOUTH 14°45'25" EAST, A DISTANCE OF 1501.30 FEET;
2. SOUTH 00°41'50" WEST, A DISTANCE OF 6072.71 FEET;
3. SOUTH 00°08'18" WEST, A DISTANCE OF 316.64 FEET;

THENCE NORTH 31°45'23" EAST DEPARTING SAID WEST LINE, A DISTANCE OF 287.45 FEET; THENCE SOUTH 90°00'00" EAST, A DISTANCE OF 479.11 FEET; THENCE NORTH 25°42'03" EAST, A DISTANCE OF 706.40 FEET; THENCE NORTH 55°58'12" WEST, A DISTANCE OF 41.35 FEET; THENCE NORTH 64°04'09" WEST, A DISTANCE OF 36.99 FEET; THENCE NORTH 34°18'02" WEST, A DISTANCE OF 57.12 FEET; THENCE NORTH 04°58'20" EAST, A DISTANCE OF 32.40 FEET; THENCE NORTH 29°38'11"EAST, A DISTANCE OF 56.90 FEET; THENCE NORTH 55°08'19" EAST, A DISTANCE OF 39.86 FEET; THENCE NORTH 67°58'26" EAST, A DISTANCE OF 76.12 FEET, THENCE NORTH 79°45'14" EAST, A DISTANCE OF 78.71 FEET; THENCE NORTH 86°56'06" EAST, A DISTANCE OF 47.36 FEET, THENCE SOUTH 83°49'59" EAST, A DISTANCE OF 32.61 FEET; THENCE SOUTH 76°45'58" EAST, A DISTANCE OF 32.93 FEET; THENCE SOUTH 58°01'15" EAST, A DISTANCE OF 59.29 FEET; THENCE NORTH 67°14'46" EAST, A DISTANCE OF 365.78 FEET, THENCE NORTH 80°50'57" EAST, A DISTANCE OF 312.09 FEET; THENCE SOUTH 39°35'38" EAST, A DISTANCE OF 373.81 FEET; THENCE SOUTH 62°56'57" WEST, A DISTANCE OF 710.69 FEET; THENCE SOUTH 09°44'53" WEST, A DISTANCE OF 529.29 FEET; THENCE NORTH 89°57'05" EAST, A DISTANCE OF 1118.66 FEET;

THENCE NORTH 35°27'24" EAST, A DISTANCE OF 161.02 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 200.00 FEET; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 102°13'07", AN ARC DISTANCE OF 356.81 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47°40'31" WEST FROM THIS POINT); THENCE SOUTH 00°28'44" WEST ALONG SAID NON RADIAL LINE, A DISTANCE OF 3805.52 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED BY SPECIAL WARRANTY DEED TO METROPOLITAN LIFE INSURANCE COMPANY RECORDED IN OFFICIAL RECORDS BOOK 477, PAGE 560, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE SOUTH 89°50'39" EAST ALONG SAID NORTH LINE, A DISTANCE OF 5976.30 FEET; THENCE NORTH 00°02'54" WEST DEPARTING SAID NORTH LINE, A DISTANCE OF 3277.26 FEET; THENCE NORTH 89°57'06" EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 00°02'54" WEST, A DISTANCE OF 12.84 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 54°35'41", AN ARC DISTANCE OF 166.75 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 300.00 FEET, SAID POINT ALSO BEING THE SOUTHERLY BOUNDARY OF THE SAID PLAT OF TRADITION PLAT NO. 6; THENCE TRAVERSING THE SAID SOUTHERLY BOUNDARY BY THE FOLLOWING THREE (3) COURSES,

1. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 19°13'06", AN ARC DISTANCE OF 100.63 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 175.00 FEET,
2. NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THRU A CENTRAL ANGLE OF 54°37'37", AN ARC DISTANCE OF 166.85 FEET TO A POINT OF TANGENCY WITH A LINE;
3. NORTH 89°57'05" EAST ALONG SAID LINE, A DISTANCE OF 2428.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 3014.818 ACRES, MORE OR LESS

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTION 17, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE PLAT OF TRADITION PLAT NO. 24, AS RECORDED IN PLAT BOOK 62, PAGE 15, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE TO THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 27°52'26" EAST, A RADIAL DISTANCE OF 130.00 FEET AND HAVING A CHORD BEARING OF SOUTH 15°46'00" WEST, 188.16 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF A 92°43'08", A DISTANCE OF 210.37 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET AND A CENTRAL ANGLE OF 49°08'12"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 49.74 FEET; THENCE SOUTH 18°32'38" WEST, A DISTANCE OF 53.26 FEET; THENCE SOUTH 26°27'22" EAST, A DISTANCE OF 35.36 FEET; THENCE SOUTH 18°32'38" WEST, A DISTANCE OF 400.72 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 590.92 FEET, A CENTRAL ANGLE OF 06°54'10", AND A CHORD BEARING OF SOUTH 15°05'34" WEST, 71.15 FEET; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 71.19 FEET; THENCE NORTH 71°27'22" WEST, A DISTANCE OF 42.42 FEET; THENCE SOUTH 54°52'19" WEST, A DISTANCE OF 156.59 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 00°28'33" WEST, A DISTANCE OF 1,225.95 FEET; THENCE NORTH 81°51'17" WEST, A DISTANCE OF 184.82 FEET; THENCE SOUTH 72°37'52" WEST, A DISTANCE OF 222.88 FEET; THENCE NORTH 28°06'28" WEST, A DISTANCE OF 899.01 FEET; THENCE NORTH 51°49'41" WEST, A DISTANCE OF 294.23 FEET; THENCE NORTH 04°24'55" EAST, A DISTANCE OF 302.92 FEET; THENCE NORTH 26°55'17" WEST, A DISTANCE OF 157.56 FEET; THENCE NORTH 61°48'44" EAST, A DISTANCE OF 265.08 FEET; THENCE SOUTH 38°28'42" EAST, A DISTANCE OF 244.24 FEET; THENCE SOUTH 64°44'39" EAST, A DISTANCE OF 347.21 FEET; THENCE SOUTH 87°53'08" EAST, A DISTANCE OF 303.75 FEET; THENCE

NORTH 54°52'19" EAST, A DISTANCE OF 129.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 22.826 ACRES, MORE OR LESS.

SAID ABOVE LANDS TOTAL 3037.649 ACRES, MORE OR LESS.

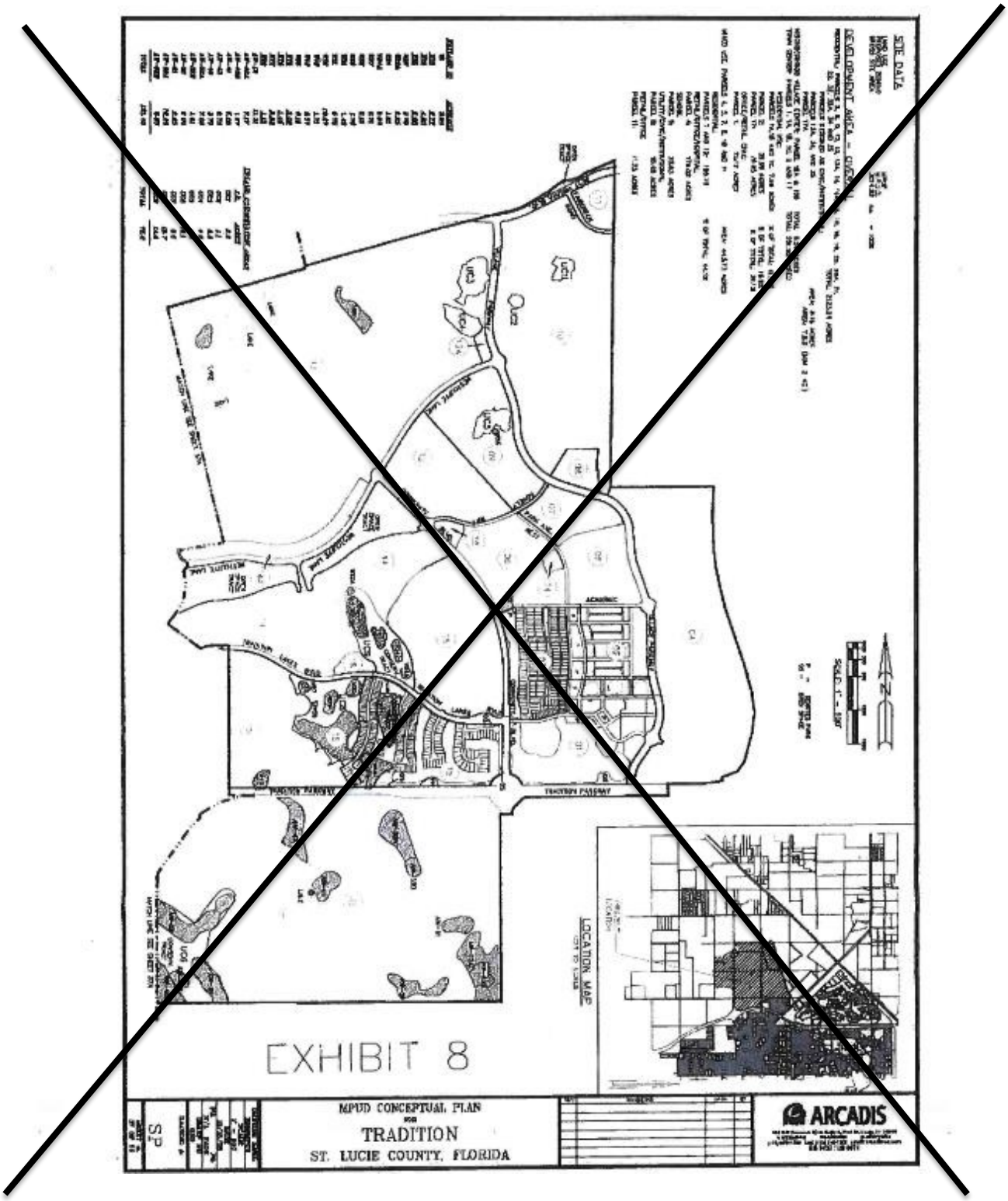
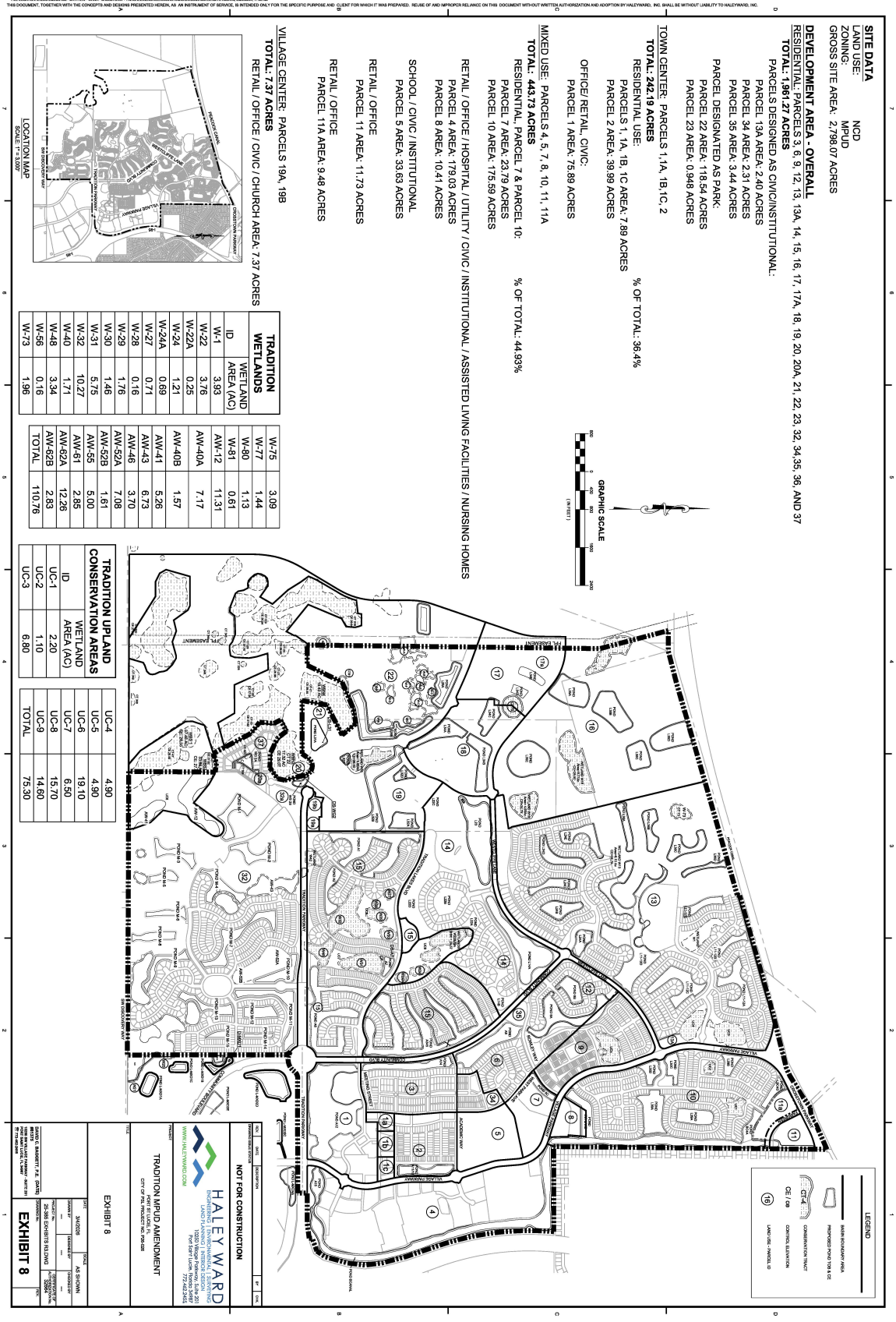
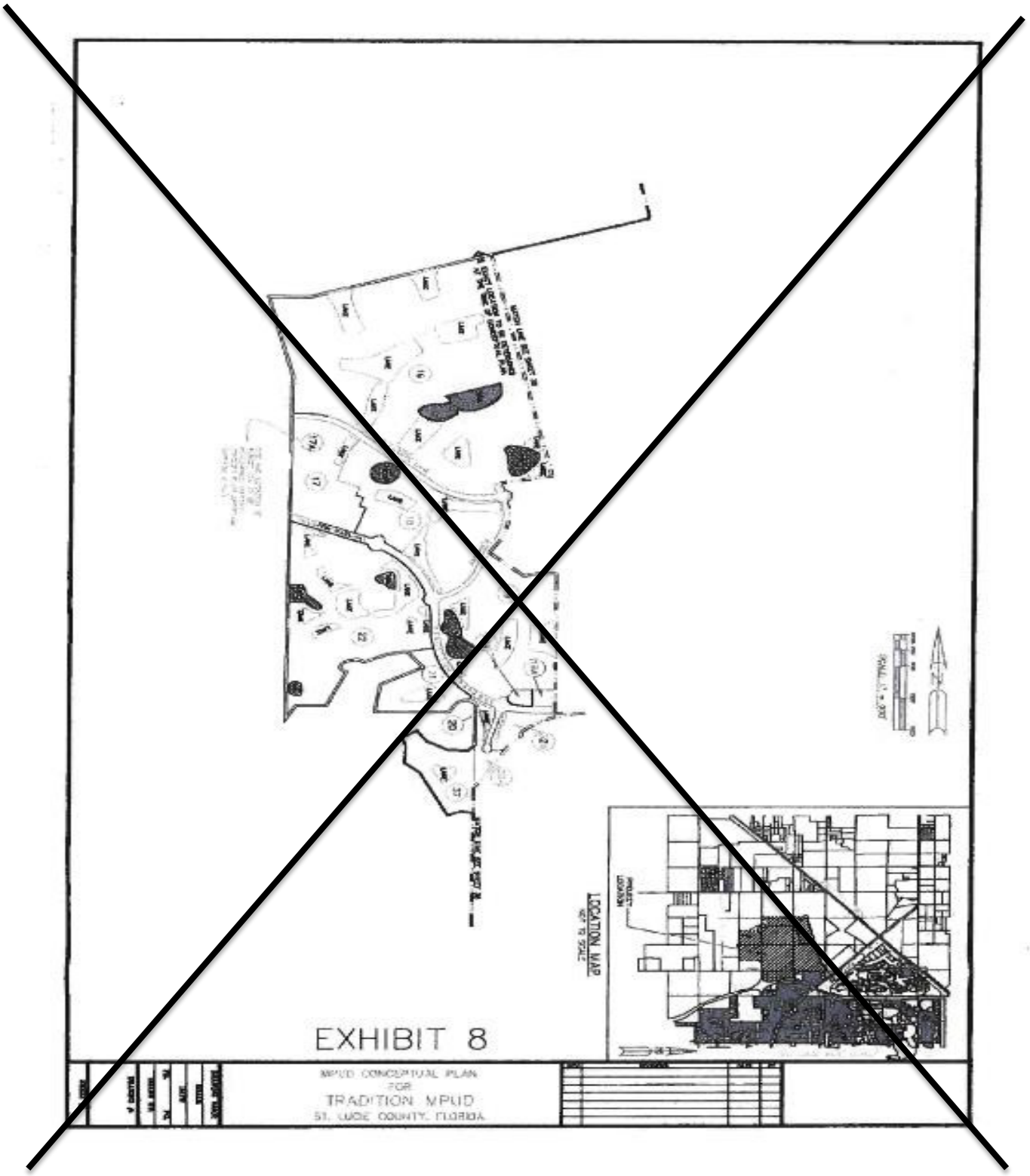

EXHIBIT 8
MPUD CONCEPTUAL PLAN
FOR
TRADITION
ST. LUCIE COUNTY, FLORIDA
ARCADIS

EXHIBIT 8



TRADITION WETLANDS	
ID	WETLAND AREA (AC)
W-1	3.93
W-22	3.76
W-22A	0.25
W-24	1.21
W-24A	0.69
W-27	0.71
W-28	0.16
W-29	1.76
W-30	1.46
W-31	5.75
W-32	10.27
W-40	1.71
W-48	3.34
W-56	0.16
W-73	1.96
W-75	3.09
W-77	1.44
W-80	1.13
W-81	0.61
AW-12	11.31
AW-40A	7.17
AW-40B	1.57
AW-41	5.26
AW-43	6.73
AW-46	3.70
AW-52A	7.08
AW-52B	1.61
AW-55	5.00
AW-61	2.85
AW-62A	12.26
AW-62B	2.83
TOTAL	110.76

TRADITION UPLAND CONSERVATION AREAS	
ID	WETLAND AREA (AC)
UC-1	2.20
UC-2	1.10
UC-3	6.80
UC-4	4.90
UC-5	4.90
UC-6	19.10
UC-7	6.50
UC-8	15.70
UC-9	14.60
TOTAL	75.30


EXHIBIT 8
MPUD CONCEPTUAL PLAN
FOR
TRADITION MPUD
ST. LUCIE COUNTY, FLORIDA

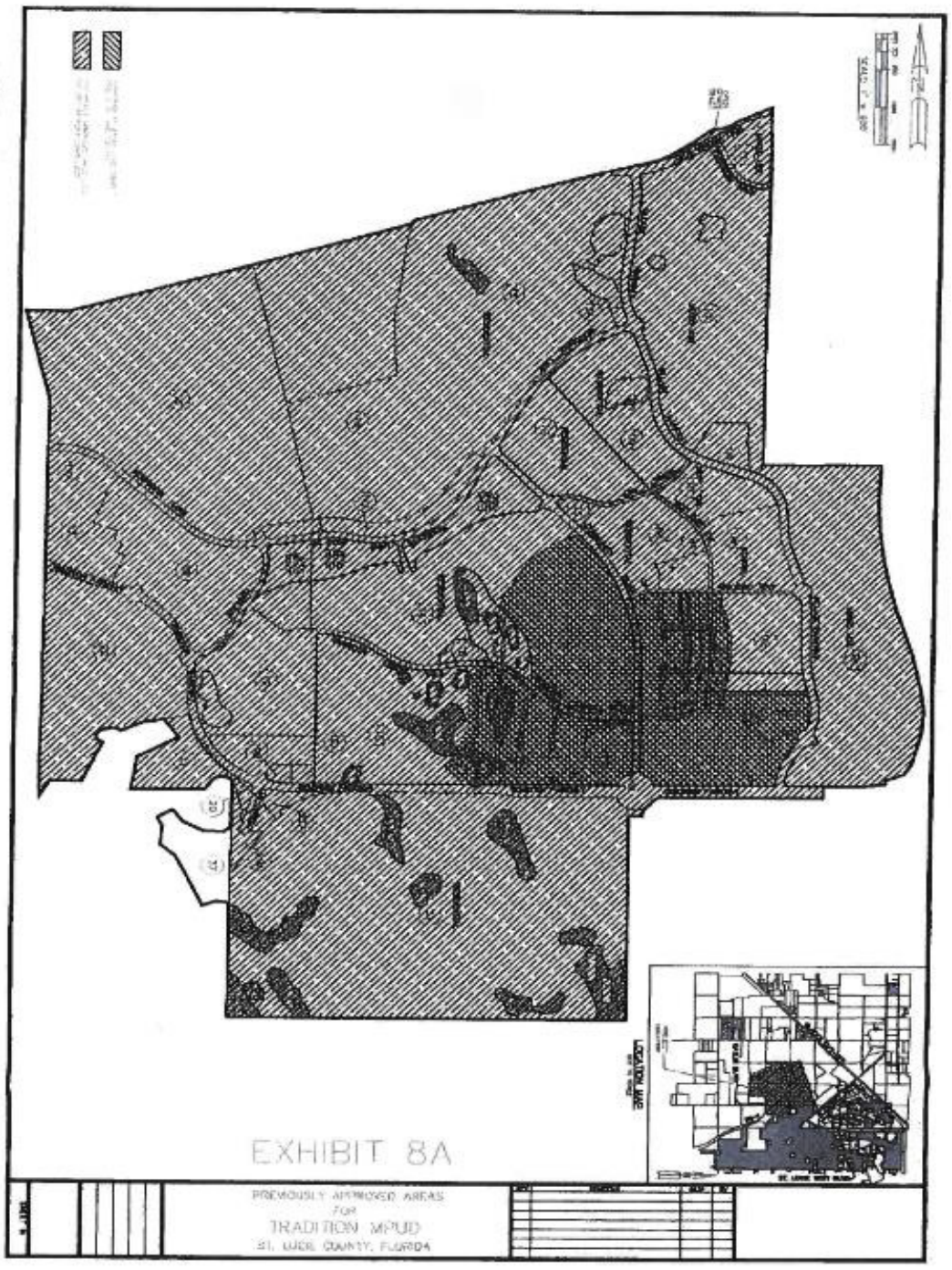

EXHIBIT 8A
PREVIOUSLY APPROVED AREAS
FOR
TRADITION MPUD
ST. LUCIE COUNTY, FLORIDA

EXHIBIT 8B


Crosstown Parkway
Village Pkwy
Westcliffe Ln
Community Blvd
Interstate 95
Tradition Pkwy
SW Discovery Way
11
10
13
13a
16
9
12
8
17a
7
17
6
5
18
34
14
15
2
22
3
4
19
1a 1b 1c
15
1
21
19b
19a
20
32a
37
20a
32
Legend:
Sub-district Boundary
Residential
Mixed Use
Town Center
Village Center
OSC/OSR
Tradition
Conceptual Land Use Plan

EXHIBIT 8B

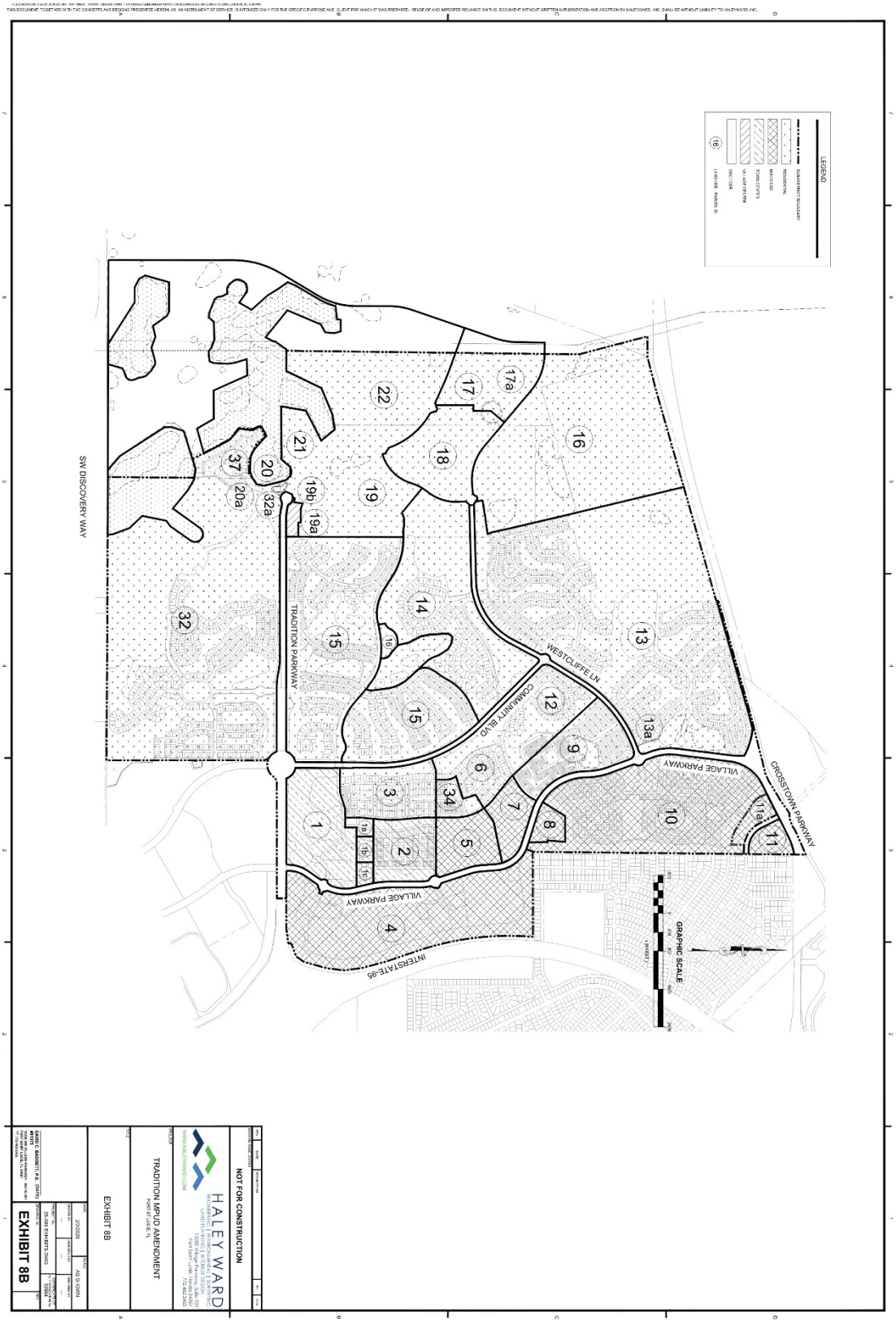

LEGEND
SW DISCOVERY WAY
TRADITION PARKWAY
WESTCLIFFE LN
COMMUNITY BLVD
VILLAGE PARKWAY
CROSSTOWN PARKWAY
INTERSTATE-95
GRAPHIC SCALE
NOT FOR CONSTRUCTION
HALEY WARD
TRADITION LMPUD AMENDMENT
EXHIBIT 8B
EXHIBIT 8B

EXHIBIT 9

BINDING P.U.D. AGREEMENT

TRADITION

The property, as described on Exhibit "7", is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions and facilities until such time as a private property owners association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein in this paragraph made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22 day of January, 2018.

WITNESS

BY: _____
Lon Martin

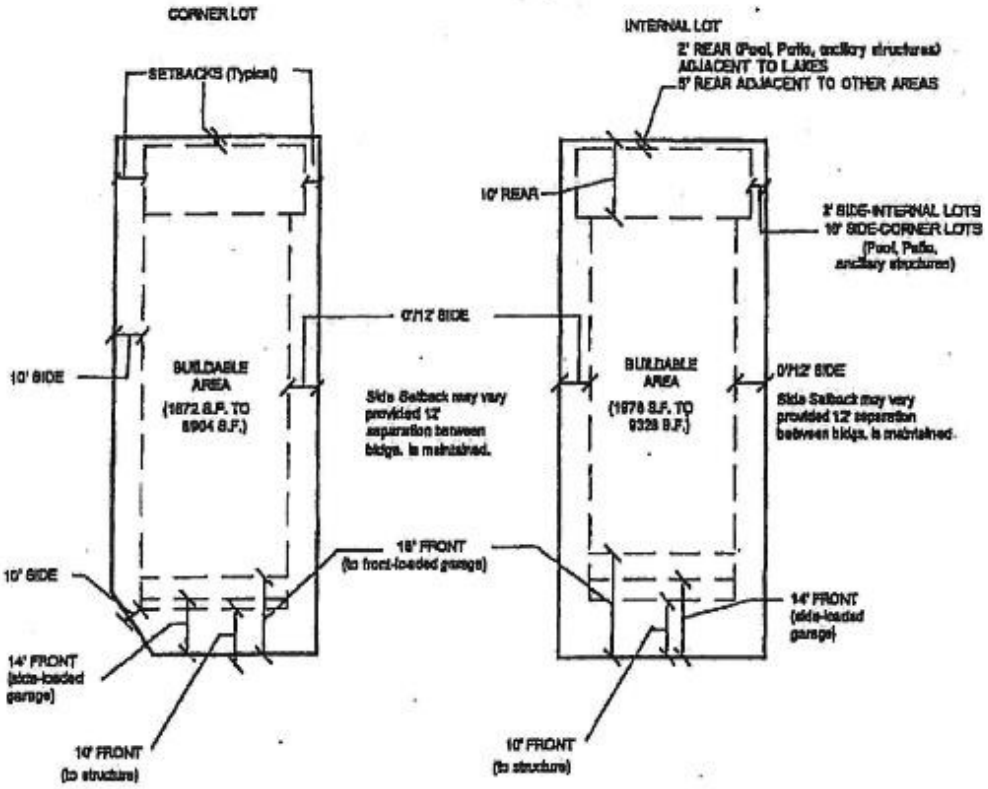
BY: _____
Dyana Watkins

TRADITION LAND COMPANY, LLC

BY: _____
David C. Feltman
President

EXHIBIT 10A

SINGLE FAMILY – NON ALLEY
TRADITION
NOT TO SCALE



BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA
MAXIMUM IMPERVIOUS SHALL BE 80%

LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

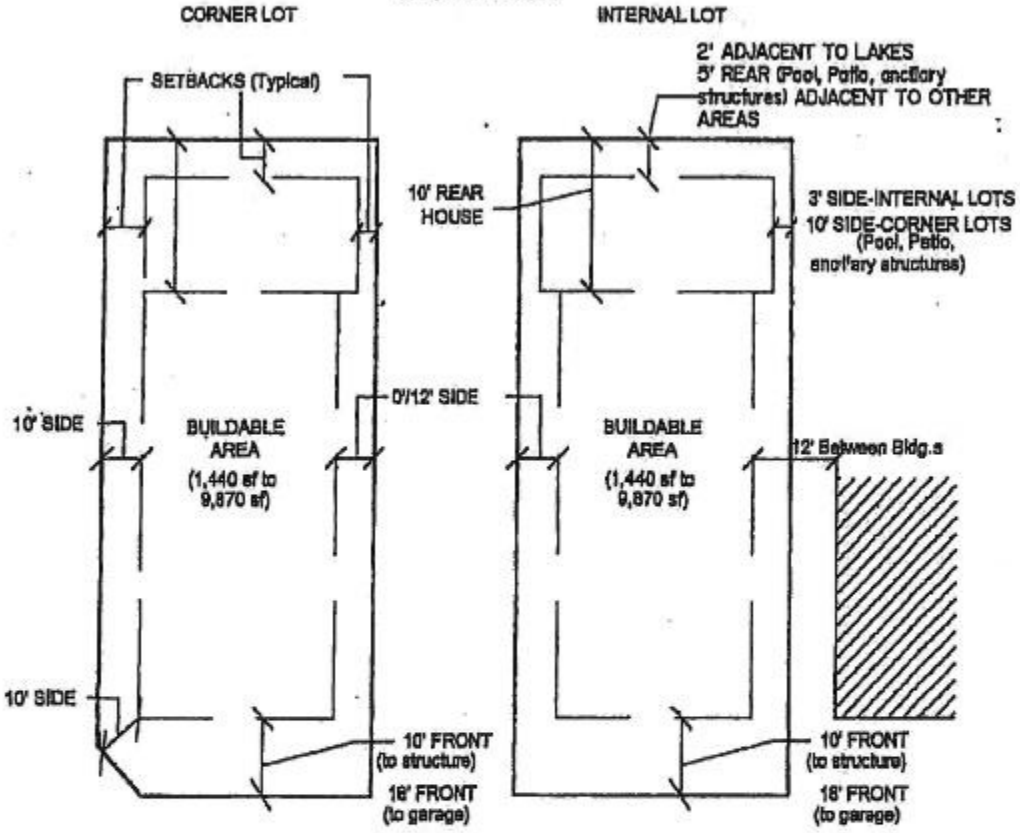
THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

TYPICAL LOT

(Single Family Detached Min. 38'-Max. 100' Width x Min. 100' Depth)

EXHIBIT 10B

SINGLE FAMILY – NON ALLEY
TRADITION
NOT TO SCALE



BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%

Note: Non alley lots
Single Family Detached Lot's side setbacks vary provided 12' separation between bldgs is maintained for non-alley lots.
Side setbacks for corner lots adjacent to a street is 10'.
Side setbacks for corner lots adjacent to an alley is 5'.

LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

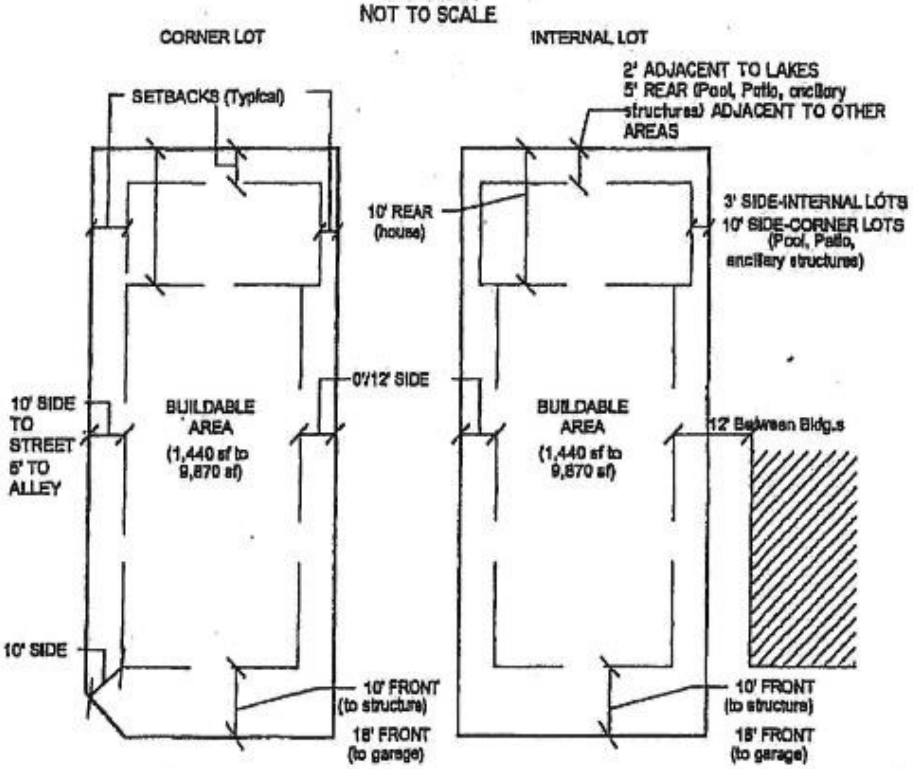
THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

TYPICAL LOT

(Single Family Detached Min. 35'-Max. 100' Width x Min. 75' Depth)

EXHIBIT 10C

SINGLE FAMILY – NON ALLEY
TRADITION
NOT TO SCALE



BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%

Note: Non alley lots
Single Family Detached Lot's side setbacks may provided 12' separation between bldgs is maintained for non-alley lots.

Side setbacks for corner lots adjacent to a street is 10'.
Side setbacks for corner lots adjacent to an alley is 5'.

LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES T THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

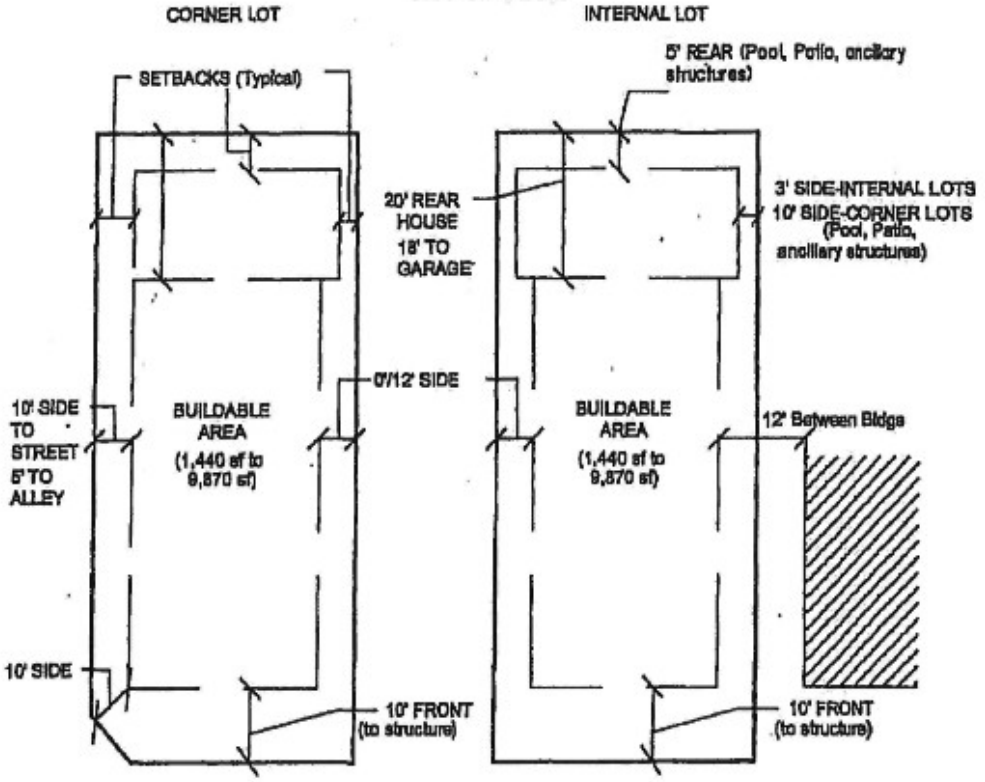
THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

TYPICAL LOT

(Single Family Detached Min. 35'-Max. 100' Width x Min. 75' Depth)

EXHIBIT 10D

SINGLE FAMILY – ALLEY
TRADITION
NOT TO SCALE



BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%

Note: Alley lots
Alley Lots shall have a side setback of 0'/12'.
Alley Lot's side setbacks very provided a 12'separation between buildings.

Side setbacks for corner lots adjacent to a street is 10'.
Side setbacks for corner lots adjacent to an alley is 5'.

LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES T THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

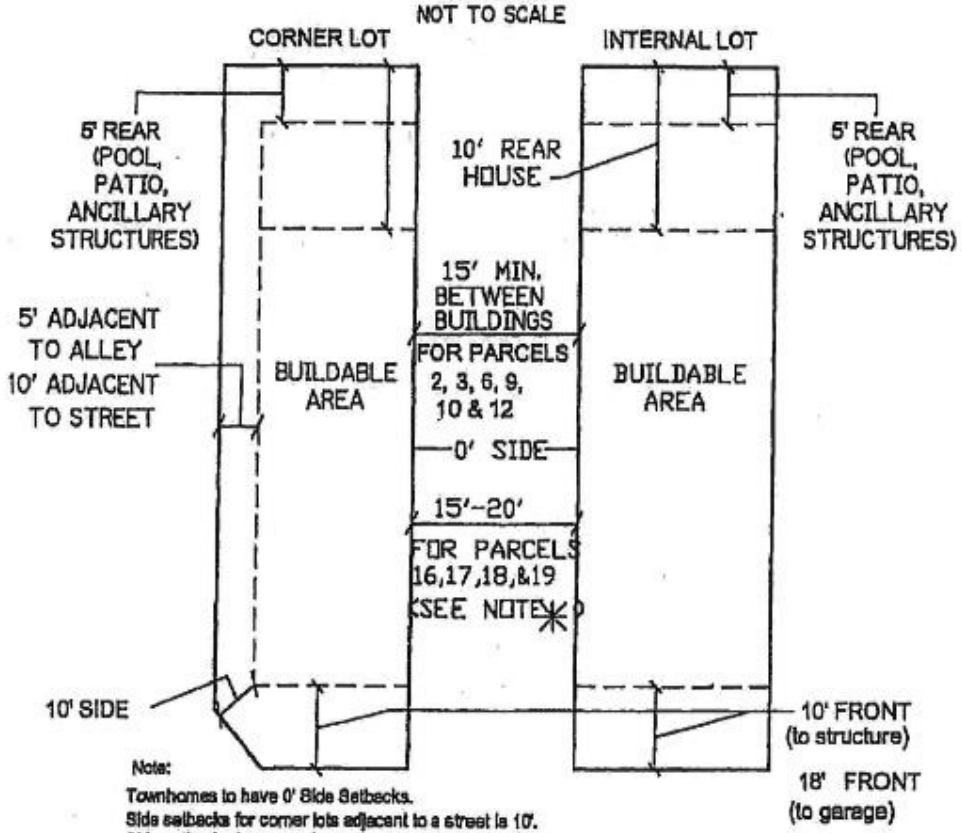
THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 25' FEET

TYPICAL ALLEY LOT

(Single Family Detached Min. 35'-Max. 100' Width x Min. 75' Depth)

EXHIBIT 10E

TOWNHOME LOTS – NON ALLEY
TRADITION
NOT TO SCALE



Note:
Townhomes to have 0' Side Setbacks.
Side setbacks for corner lots adjacent to a street is 10'.
Side setbacks for corner lots adjacent to an alley is 5'.
Building separation shall be 15'.
Building area shall be a maximum of 60% of lot area. Maximum impervious shall be 80%

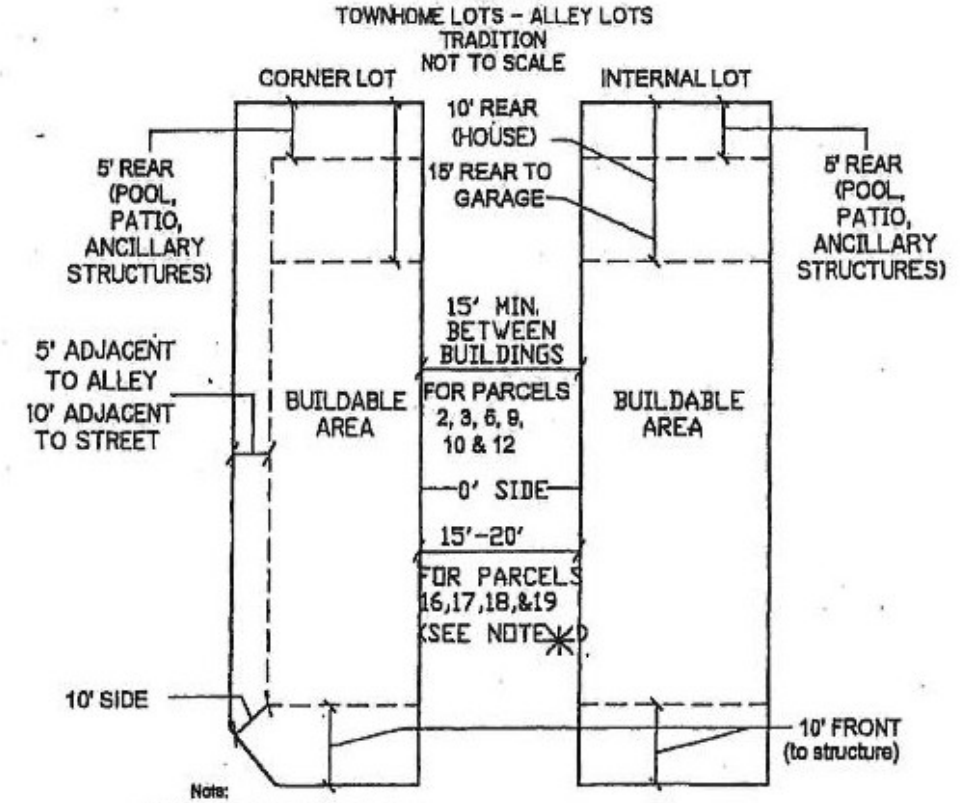
* PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MEET.

LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL TOWNHOUSE LOT

Non alley lot
(Min. 18' - 48' Width Min. 70' Depth)
Townhomes may be developed from a min of 3 units to a max of 8 units, in a single building.

EXHIBIT 10F



Note:

Townhomes to have 0' Side Setbacks.
Side setbacks for corner lots adjacent to a street is 10'.
Side setbacks for corner lots adjacent to an alley is 5'.
Building separation shall be 15'.
Building area shall be a maximum of 60% of lot area. Maximum impervious shall be 80%

TYPICAL TOWNHOUSE LOT
ALLEY LOT

* LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

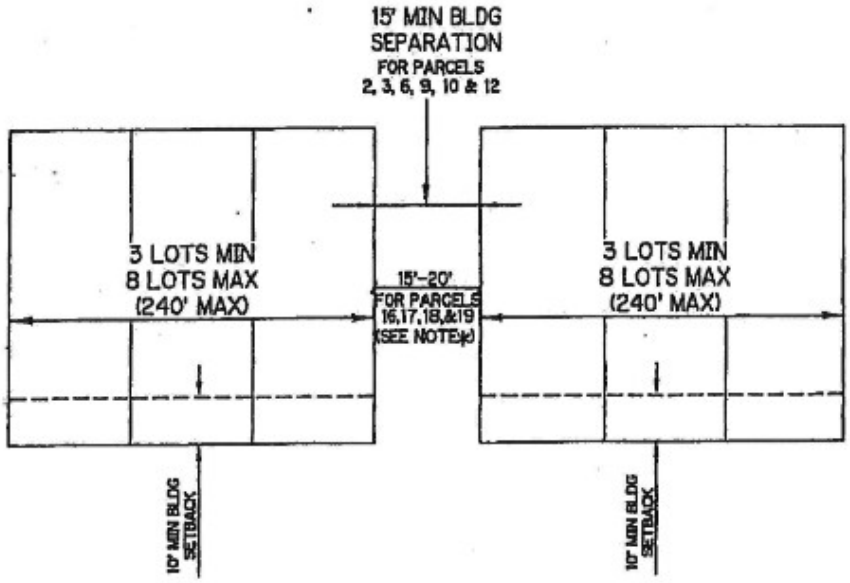
PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MEET.

Alley lot Min.
(Min. 18' - 46' Width Max. 70' Depth)
Townhomes may be developed from a min of 3 units to a max of 8 units, in a single building.

EXHIBIT 10G

TOWNHOUSE LOTS
TRADITION
NOT TO SCALE

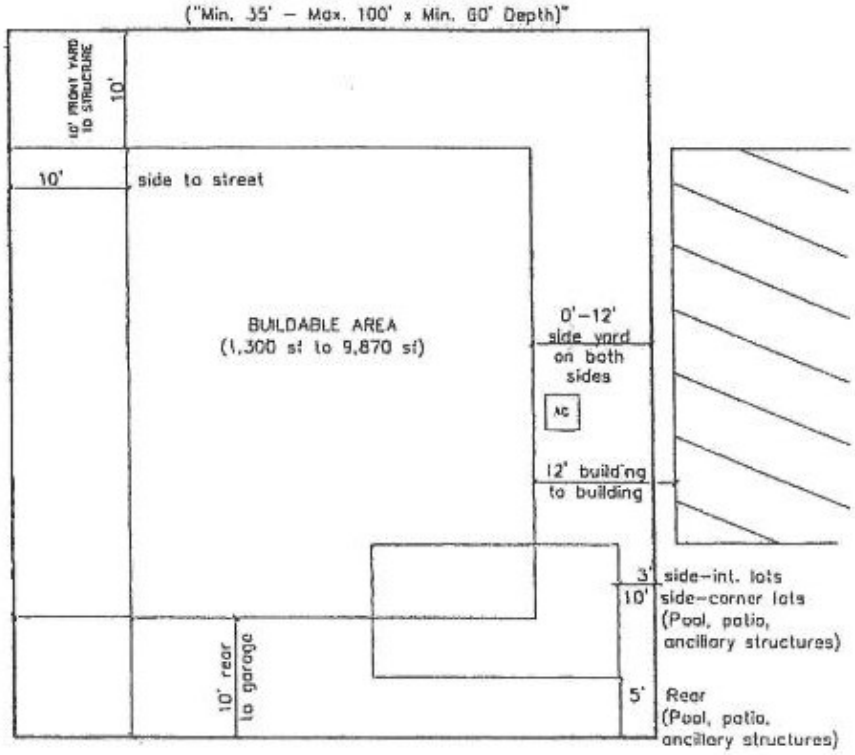
* PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MEET.



LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL BUILDING TOWNHOME LAYOUT

EXHIBIT 10H
SINGLE FAMILY–REAR LOADED
GARAGE VILLAGE UNIT
NOT TO SCALE



BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%
Note: Alley lots
Alley Lots shall have a side setback of 0'–12'
Alley Lot's side setbacks vary provided a 12' seperation between buildings

Side setbacks for corner lots adjacent to a street is 10'.

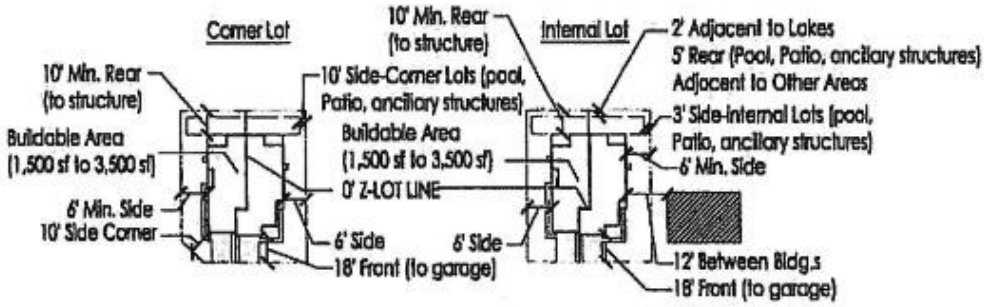
LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES

THE MINIMUM FRONT LINE WIDTH AT THE R–O–W LINE SHALL BE 20' FEET

TYPICAL LOT
(Single Family Detached "Min. 35' – Max. 100' x Min. 60' Depth)"

EXHIBIT 10I

PAIRED VILLA
TRADITION
NOT TO SCALE



TYPICAL PAIRED VILLA LOT

(PAIRED VILLA ATTACHED MIN. 110' LENGTH X MIN. 37.5' WIDTH)

BUILDING LOT COVERAGE AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA. MAXIMUM IMPERVIOUS SHALL BE 80%.

VILLA LOTS SHALL HAVE A 0' Z LOT LINE SETBACK
VILLA LOTS SHALL HAVE A SIDE SETBACK OF 6'
VILLA LOTS SHALL MAINTAIN A 12' SEPARATION BETWEEN BUILDINGS.
VILLA LOTS SHALL MAINTAIN A MINIMUM OF 0' SIDE SETBACK FOR PATIOS, & SCREEN ENCLOSURES ON THE 0' SIDE Z-LOT LINE.
VILLA LOTS SHALL MAINTAIN A MINIMUM OF 3' SIDE SETBACK FOR POOLS ON THE 0' SIDE Z-LOT LINE.

SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.

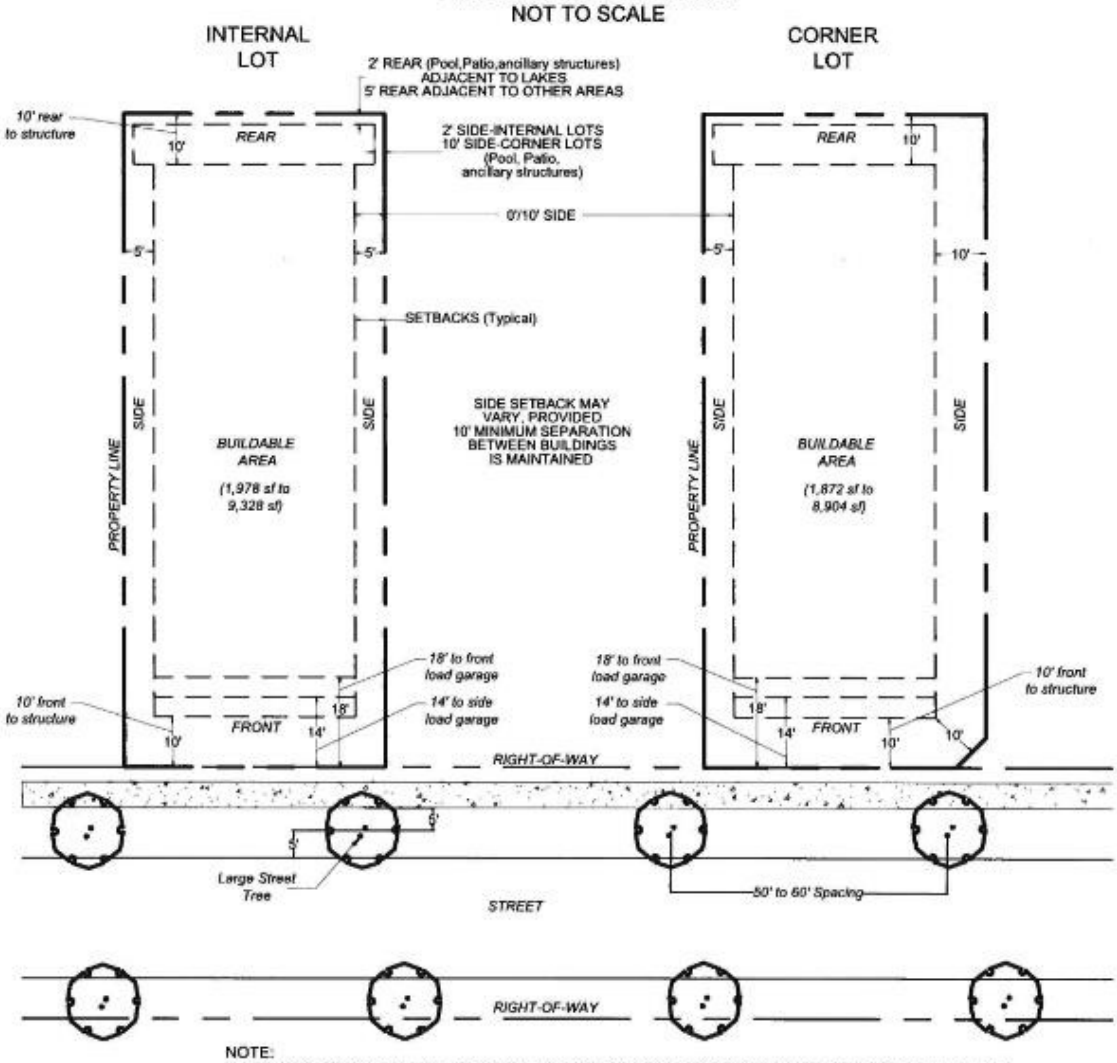
LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

THE PAIRED VILLA UNIT TYPE IS SPECIFIED FOR PARCEL 32 (AS SHOWN ON THE MPUD CONCEPT PLAN)
THE MINIMUM FRONT LINE WIDTH AT THE R-O-W LINE SHALL BE 37 FEET.
THE LOCATION OF ALL PSUSD PRESSURE MAINS ARE REQUIRED TO MEET CURRENT PSUSD SEPARATION REQUIREMENTS AND BE CONTAINED IN A DEDICATED CITY UTILITY EASEMENT.

EXHIBIT 10J

PARCELS 17, 17A, and 18

SINGLE FAMILY - NON ALLEY
NOT TO SCALE



NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE ROW LINE SHALL BE 25' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.

TYPICAL LOT (NON ALLEY)

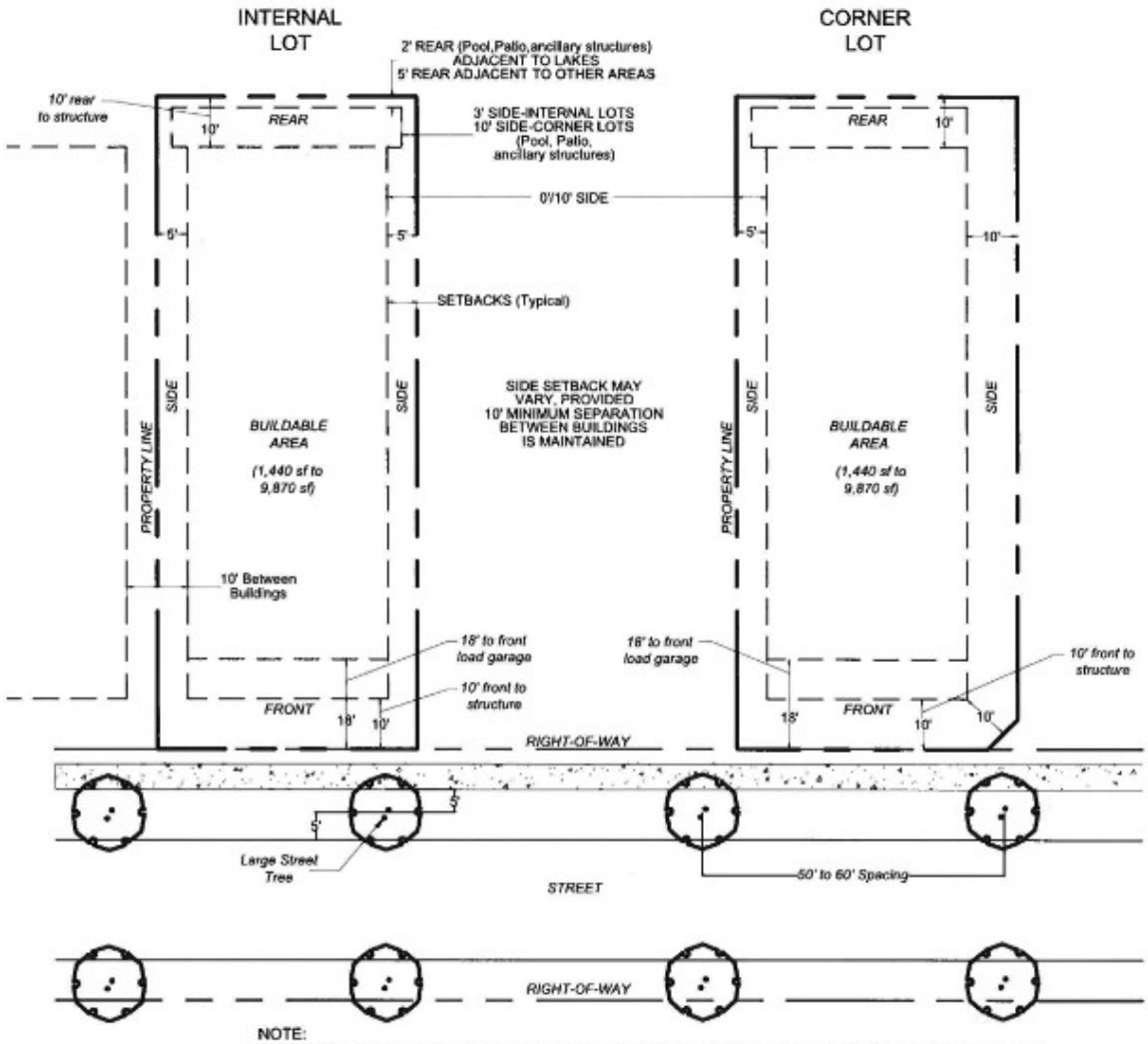
(Single Family Detached Min. 38' - Max 100' Width x Min 100' Depth)

EXHIBIT 10K

PARCELS 17, 17A, and 18

SINGLE FAMILY - NON ALLEY

NOT TO SCALE



NOTE:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE ROW LINE SHALL BE 25' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.
5. SINGLE FAMILY DETACHED LOTS SIDE SETBACKS VARY PROVIDED 10' SEPARATION BETWEEN BUILDING IS MAINTAINED.
6. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
7. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO AN ALLEY IS 5'.

TYPICAL LOT (NON ALLEY)

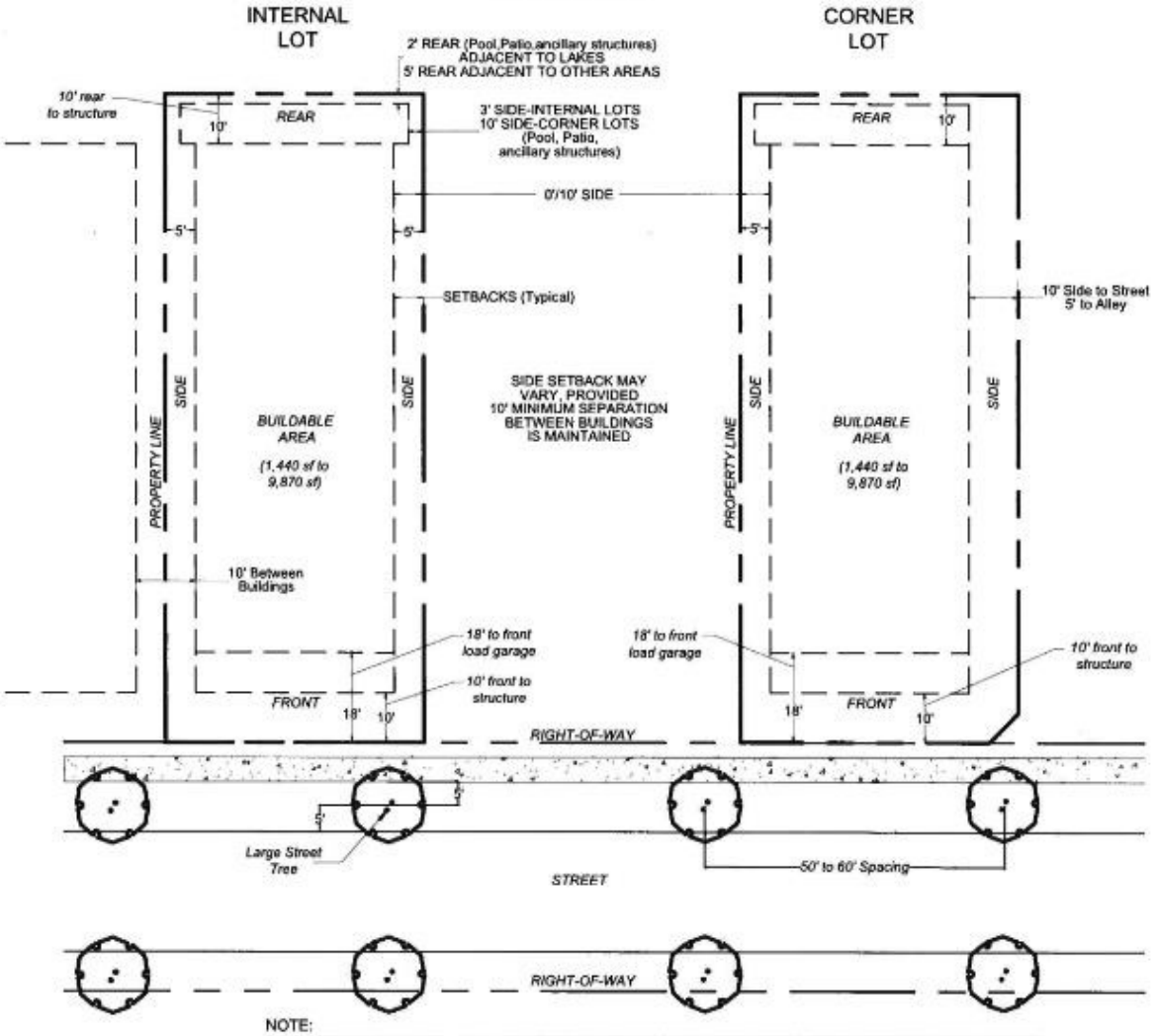
(Single Family Detached Min. 35' - Max 100' Width x Min 75' Depth)

EXHIBIT 10L

PARCELS 17, 17A, and 18

SINGLE FAMILY - NON ALLEY

NOT TO SCALE



NOTE:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE ROW LINE SHALL BE 25' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.
5. SINGLE FAMILY DETACHED LOTS SIDE SETBACKS VARY PROVIDED 10' SEPARATION BETWEEN BUILDING IS MAINTAINED.
6. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
7. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO AN ALLEY IS 5'.

TYPICAL LOT (NON ALLEY)

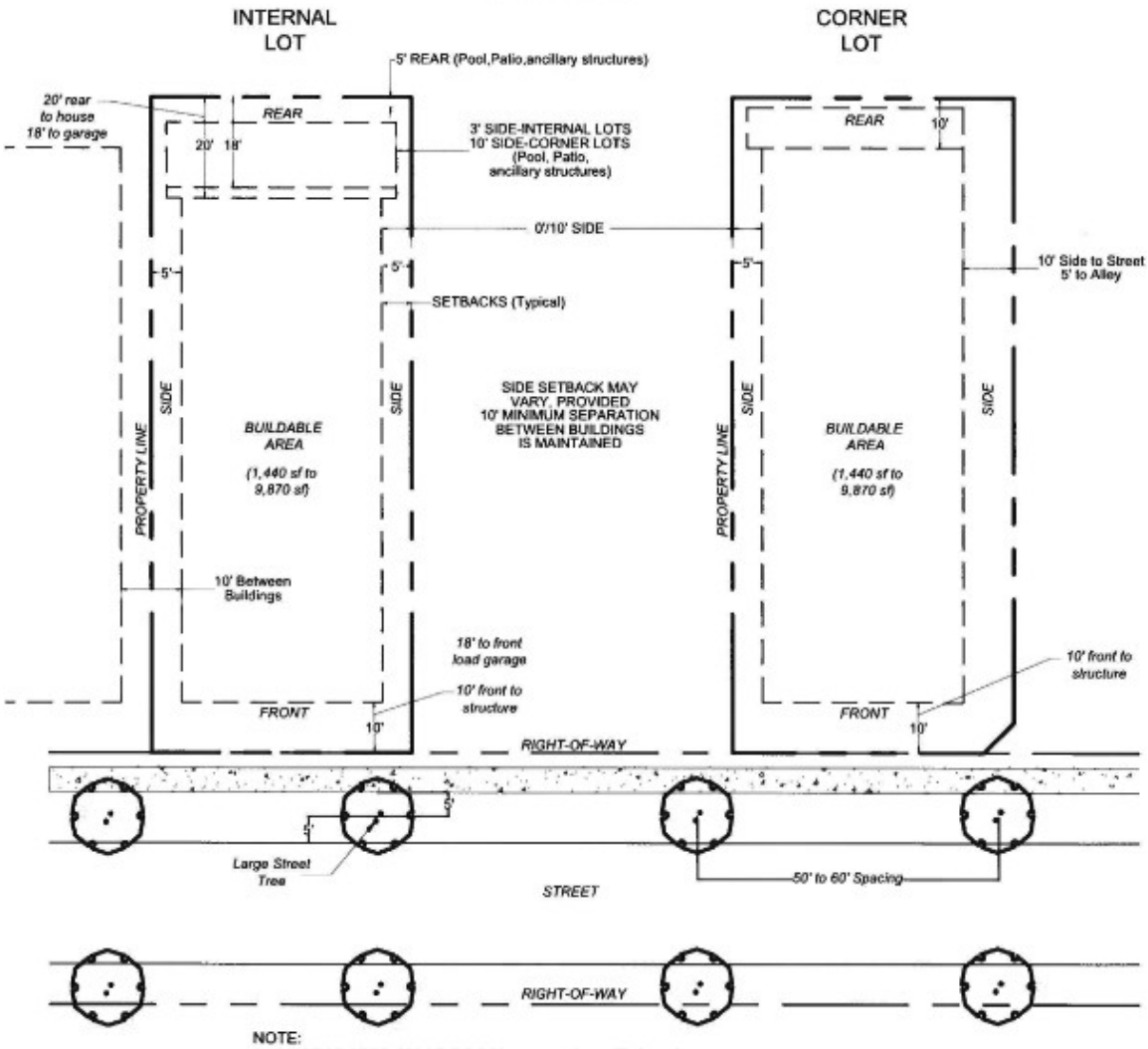
(Single Family Detached Min. 35' - Max 100' Width x Min 75' Depth)

EXHIBIT 10M

PARCELS 17, 17A, and 18

SINGLE FAMILY - ALLEY

NOT TO SCALE



NOTE:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE ROW LINE SHALL BE 25' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.
5. SINGLE FAMILY DETACHED LOTS SIDE SETBACKS VARY PROVIDED 10' SEPARATION BETWEEN BUILDING IS MAINTAINED.
6. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
7. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO AN ALLEY IS 5'.

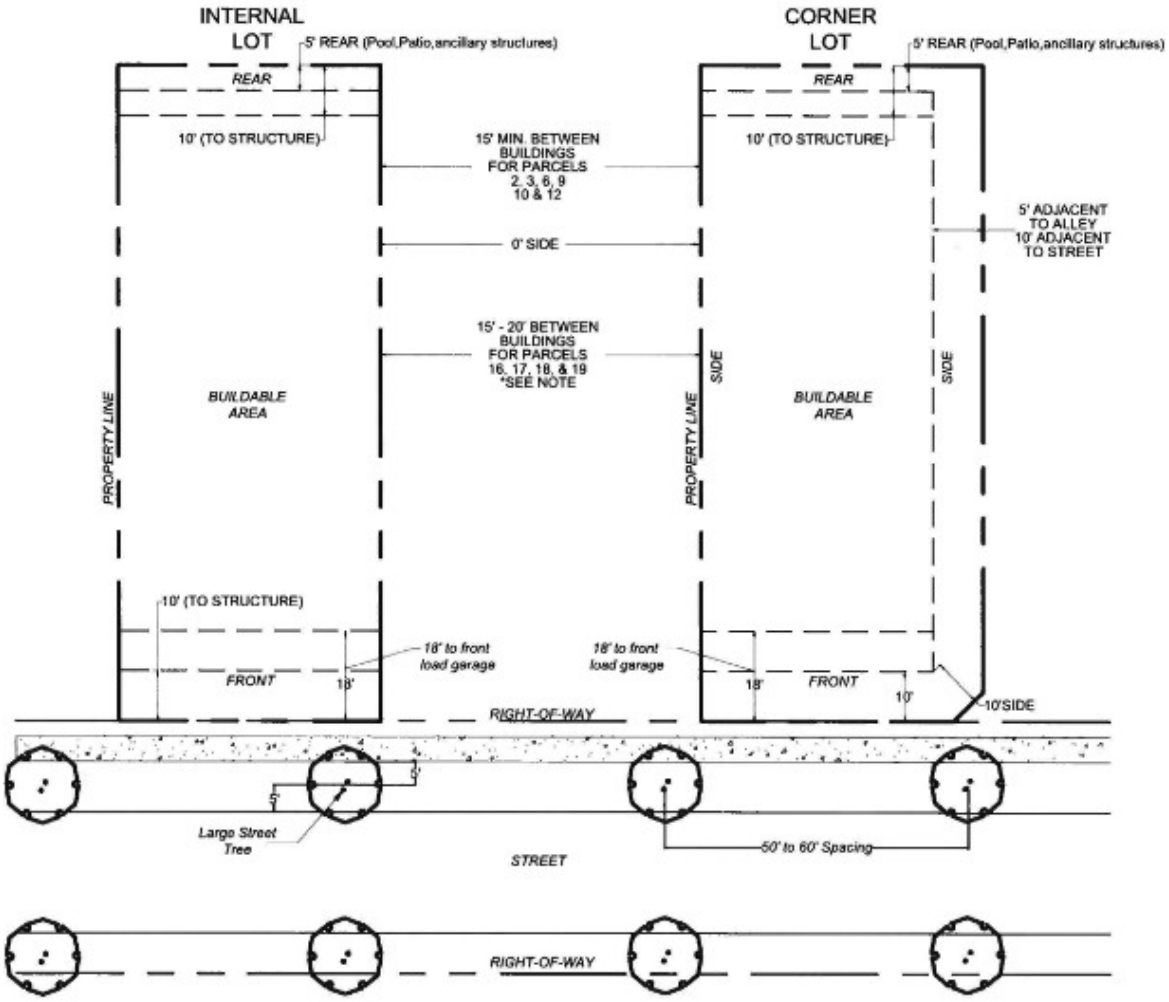
TYPICAL LOT (ALLEY)

(Single Family Detached Min. 35' - Max 100' Width x Min 75' Depth)

EXHIBIT 10N

PARCELS 17, 17A, and 18

TOWNHOME LOT - NON ALLEY
NOT TO SCALE



NOTE:
1. TOWNHOMES TO HAVE 0' SIDE SETBACKS.
2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
3. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO AN ALLEY IS 5'.
4. *15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
5. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%.
6. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
6. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.

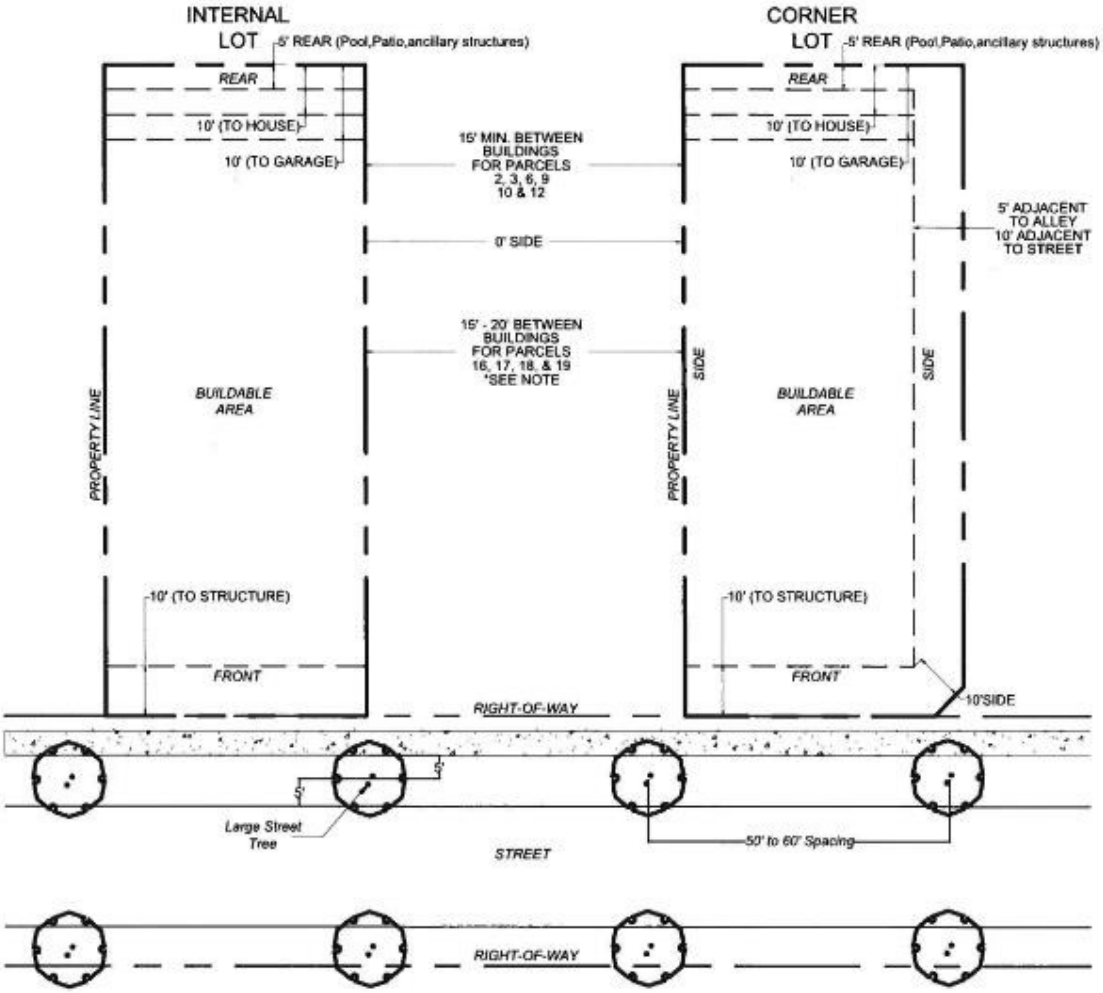
TYPICAL TOWNHOME LOT (NON ALLEY)

(MIN. 18'-46' WIDTH x MIN. 70' DEPTH)
TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX OF 8 UNITS, IN A SINGLE BUILDING.

EXHIBIT 10O

PARCELS 17, 17A, and 18

TOWNHOME LOT - ALLEY
NOT TO SCALE



NOTE:
1. TOWNHOMES TO HAVE 0' SIDE SETBACKS.
2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
3. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO AN ALLEY IS 5'.
4. *15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
5. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%.
6. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
6. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.

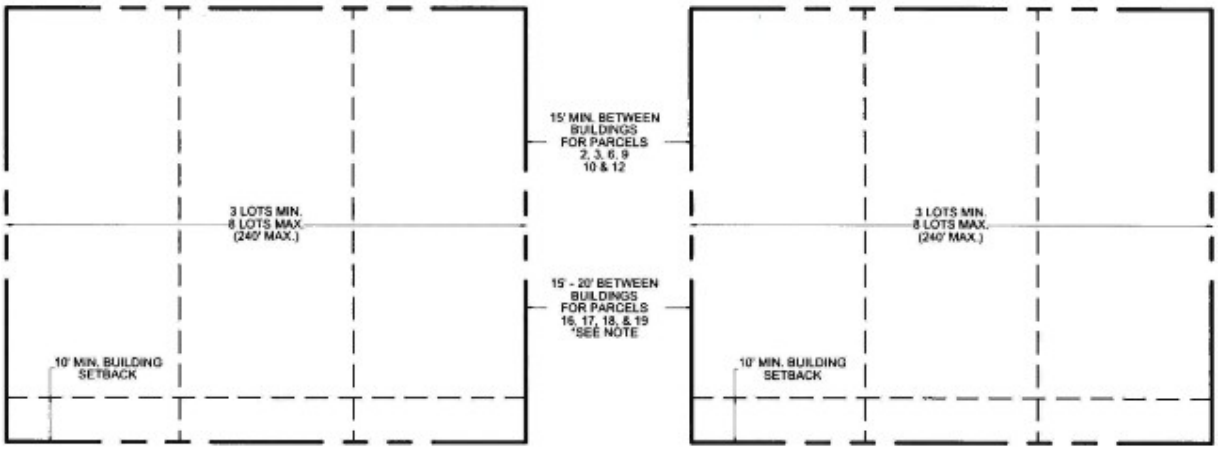
TYPICAL TOWNHOME LOT (ALLEY)

(MIN. 18'-46' WIDTH x MIN. 70' DEPTH)
TOWNHOMES MAY BE DEVELOPED FROM A MIN. OF 3 UNITS TO A MAX OF 8 UNITS, IN A SINGLE BUILDING.

EXHIBIT 10P

PARCELS 17, 17A, and 18

TOWNHOME LOTS
NOT TO SCALE

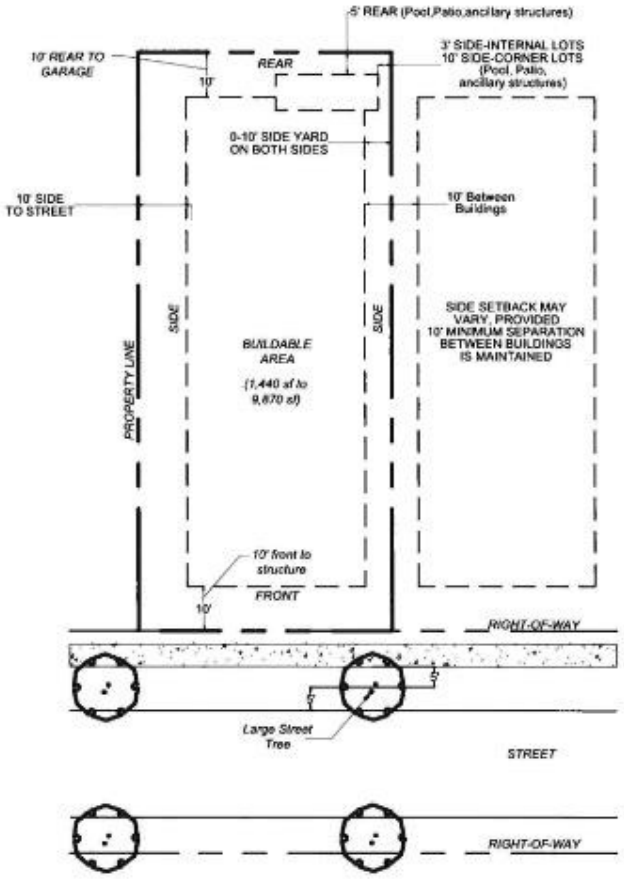


NOTE:
1. *15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS PROVIDED COMPLIANCE WITH ST. LUCIE COUNTY FIRE DISTRICT FIRE PREVENTION CODE RESOLUTION NO. 442-05 ADOPTED SEPTEMBER 21, 2005 IS MET.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL BUILDING TOWNHOME LAYOUT

EXHIBIT 10Q

EXHIBIT 10H
PARCELS 17, 17A, and 18
SINGLE FAMILY - REAR LOADED GARAGE
VILLAGE UNIT
NOT TO SCALE



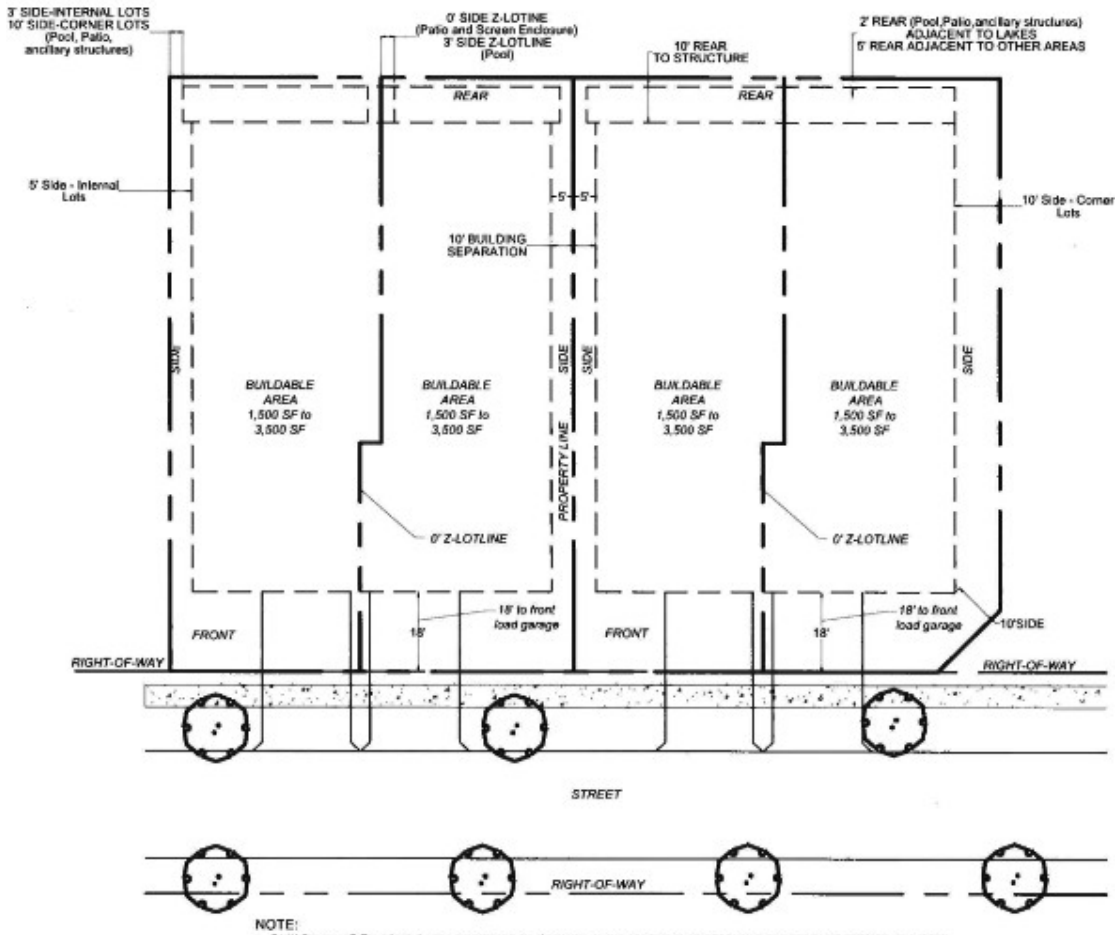
NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE ROW LINE SHALL BE 20' FEET
4. STREET TREES WILL MEET FDOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.
5. SINGLE FAMILY DETACHED ALLEY LOTS SIDE SETBACKS VARY PROVIDED 10' SEPARATION BETWEEN BUILDING IS MAINTAINED.
6. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
7. SIDE SETBACKS FOR ALLEY LOTS SHALL BE 0'-10'

TYPICAL LOT (REAR LOADED GARAGE)
VILLAGE UNIT
(Single Family Detached Min. 35' - Max 100' Width x Min 60' Depth)

EXHIBIT 10R

PARCELS 17, 17A, and 18

PAIRED VILLA
NOT TO SCALE



NOTE:
1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA MAXIMUM IMPERVIOUS SHALL BE 80%.
2. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.
3. THE MINIMUM FRONT LINE WIDTH AT THE ROW LINE SHALL BE 37' FEET
4. STREET TREES WILL MEET FOOT SIGHT LINE AND CLEAR ZONE REQUIREMENTS.
5. VILLA LOTS SHALL HAVE A 0' Z-LOT LINE SETBACK
6. VILLA LOTS SHALL HAVE A SIDE SETBACK OF 5'
7. VILLA LOTS SHALL MAINTAIN A MINIMUM 10' SEPARATION BETWEEN BUILDINGS
8. VILLA LOTS SHALL BE ALLOWED A 0' SIDE SETBACK FOR PATIOS AND SCREEN ENCLOSURES ON THE 0' Z-LOTLINE SIDE
9. VILLA LOTS SHALL MAINTAIN A MINIMUM OF 3' SIDE SETBACK FOR POOLS ON THE 0' Z-LOTLINE SIDE
10. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'
11. THE PAIRED VILLA UNIT TYPE IS SPECIFIED FOR PARCEL 32 (AS SHOWN ON THE MPUD CONCEPT PLAN)
12. THE LOCATION OF ALL PSLUSD PRESSURE MAINS ARE REQUIRED TO MEET CURRENT PSLUSD SEPARATION REQUIREMENTS AND BE CONTAINED IN A DEDICATED CITY UTILITY EASEMENT

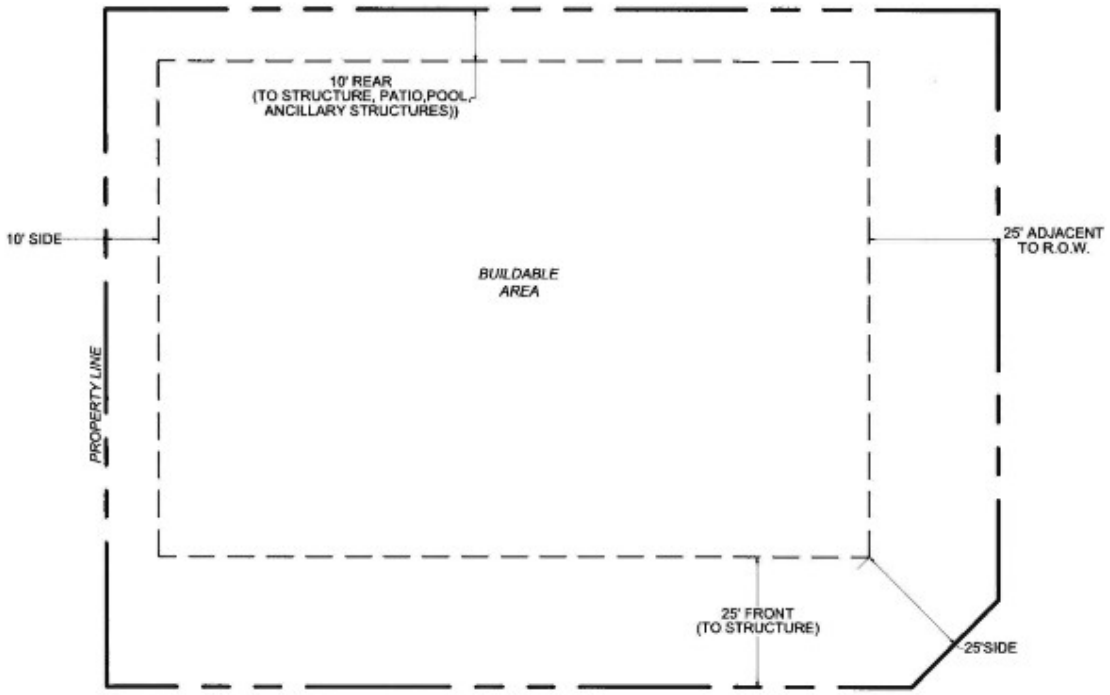
TYPICAL PAIRED VILLA LOT

(Single Family Detached Min. 37.5' Width x Min 118' Depth)

EXHIBIT 10S

PARCELS 17, 17A, and 18

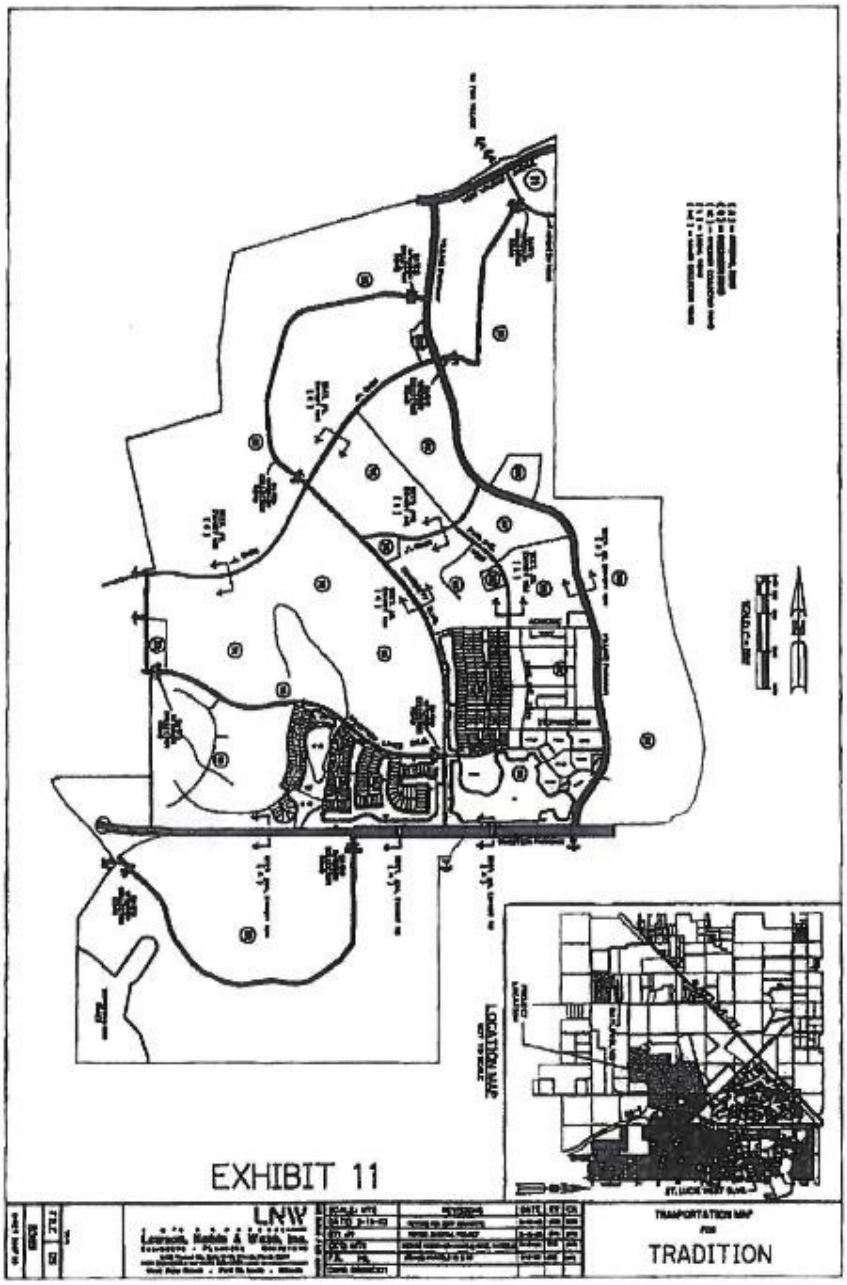
MULTIFAMILY RESIDENTIAL
(VERTICALLY ATTACHED AND HORIZONTAL)
NOT TO SCALE



NOTE:
1. 20' MIN. BUILDING SEPARATION SHALL BE PROVIDED BETWEEN BUILDINGS FOR VERTICALLY ATTACHED UNITS
2. 15' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS FOR TOWNHOME UNITS.
3. 10' MIN. CLEARANCE SHALL BE PROVIDED BETWEEN BUILDINGS HORIZONTAL UNITS SUCH AS COTTAGES AND PAIRED VILLAS
4. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 25'.
5. WITHIN THE RESIDENTIAL AREA, BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT, MAXIMUM IMPERVIOUS SHALL BE 80%, AND MAXIMUM HEIGHT SHALL BE 65 FT.
6. LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

TYPICAL LOT

(MIN. LOT 30,000 SF. , MIN. 15' WIDTH)


EXHIBIT 11
TRADITION

DELETED BY 7TH AMENDMENT

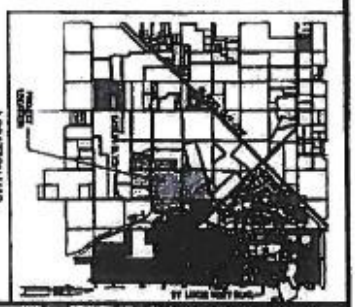
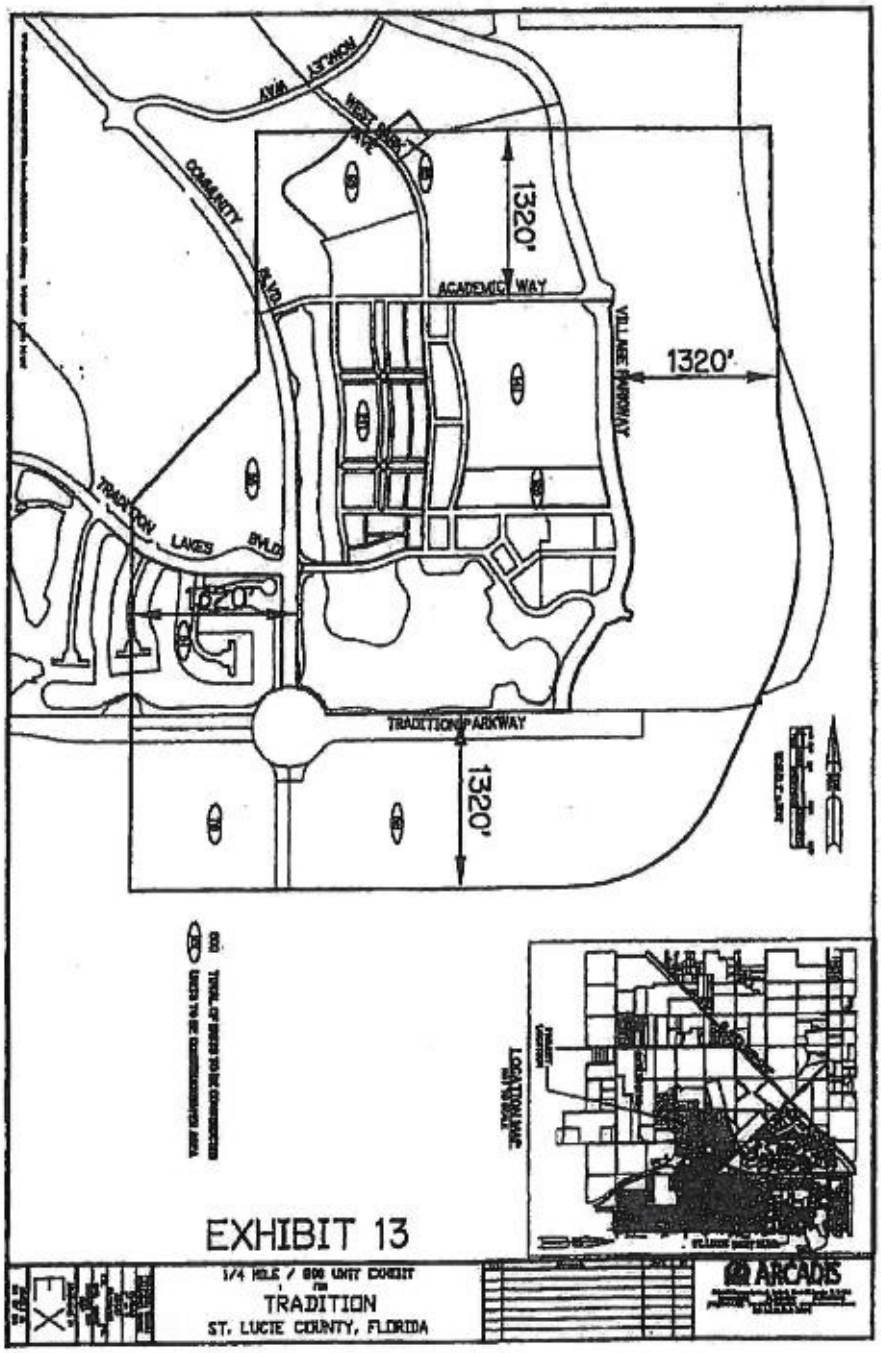


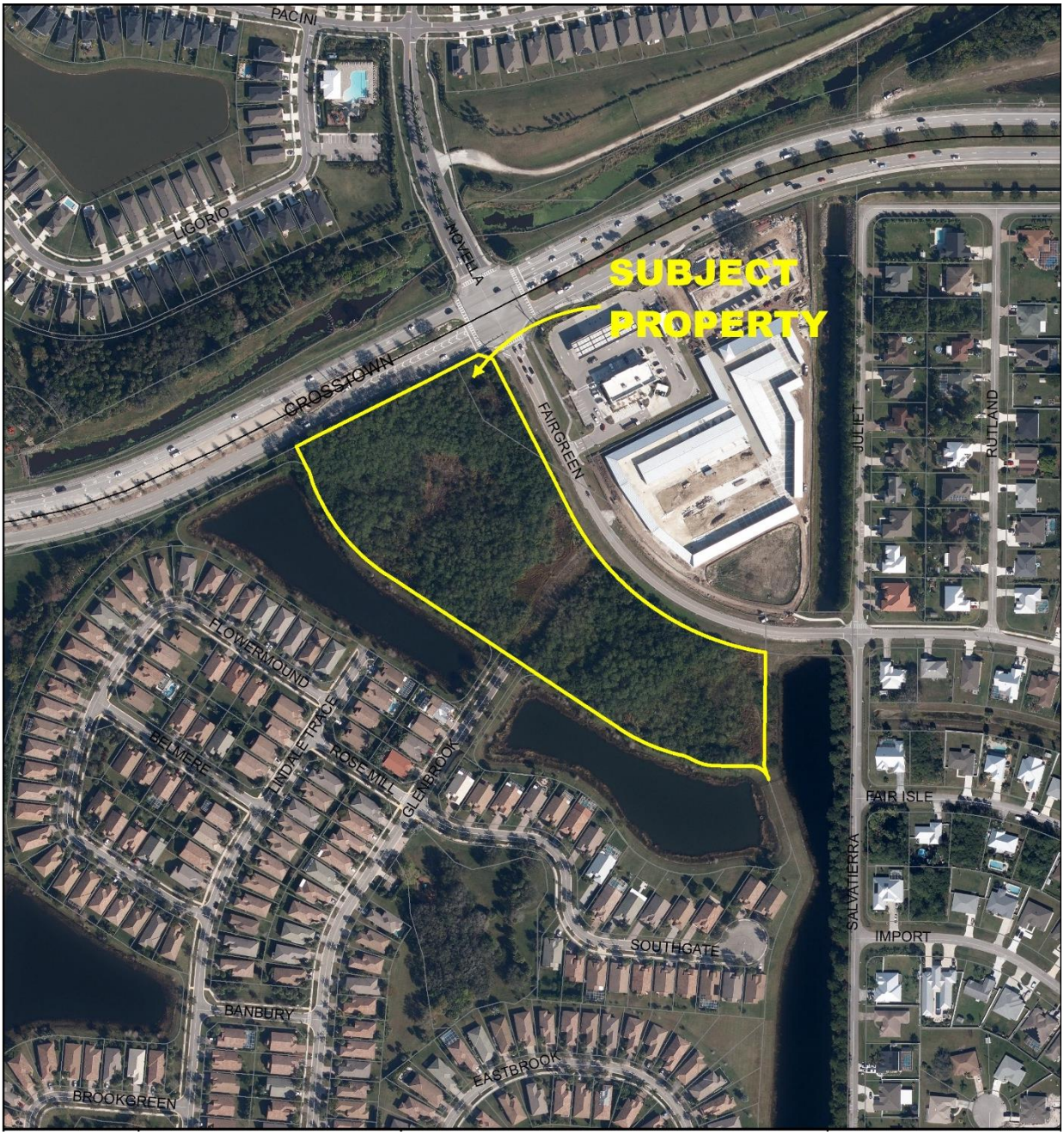
EXHIBIT 12

CORE COMMUNITIES DEVELOPMENT ALLOCATION
TO
TRADITION
ST. LUCIE COUNTY, FLORIDA

ARCADIS


AVIA
COMMUNITY
BLVD
1320'
ACADEMIC WAY
VILLAGE PARKWAY
1320'
TRADITION LAKES BLVD
1320'
TRADITION PARKWAY
1320'
EXHIBIT 13
TRADITION
ST. LUCIE COUNTY, FLORIDA
ARCADIS

Tradition MPUD Amendment No. 16
MPUD Amendment Application
P26-026



Project Location Map

S**UMMARY**

Applicant's Request:	A request to amend the Tradition MPUD
Agent:	Brad Currie, AICP, Haley Ward
Applicants/Property Owners:	Winding River Crosstown, LLC
Location:	The subject property is generally located at the southwest corner of Crosstown Parkway and SW Fairgreen Drive.
Address:	N/A
Project Planner:	Bridget Kean, AICP, Deputy Director

Project Description and Background

The Tradition MPUD is approximately 3,038 acres and is located south of the Crosstown Parkway, West of I-95, and North and South of Tradition Parkway. The development plan divides the project into major districts or uses consistent with the NCD future land use sub-district categories. The land use sub-districts/areas with the MPUD are Residential, Mixed Use, Village Center, and Town Center. As shown in Exhibit 5 of the MPUD regulation book, Exhibit 8, the MPUD concept plan, and Exhibit 8B, the MPUD conceptual land use plan, the acreage in the Tradition MPUD is divided into parcels for planning purposes. Each parcel is designated for a certain use such as residential, town center, mixed use, and village center. The proposed amendment addresses the development plan for approximately 9.48 acres of undeveloped land that is located at the southwest corner of Crosstown Parkway and SW Fairgreen Drive and adjacent to the Heritage Oaks residential community.

The subject property was previously Phase C of Heritage Oaks at Tradition. A conceptual site plan was submitted in 2006 for approximately 106 townhome units. The conceptual site plan was approved by the Site Plan Review Committee but the project never moved forward. The property eventually escheated to the County due to unpaid taxes and the County deeded the property to the City. The property was sold to a private entity and purchased by Winding River Crosstown, LLC, in 2025.

Winding River Crosstown, LLC, has applied to amend the use designated for the 9.48 acre property from residential to a Retail/Office use. The 9.48 acre property is currently within the area identified as Parcel 10 in Exhibit 5, of the Tradition MPUD, Exhibit 8, the Tradition MPUD concept plan, and Exhibit 8B, the Tradition MPUD conceptual land use plan. Parcel 10 is designated for residential uses. This application will remove the 9.48 acres from Parcel 10, reclassify the 9.48 acres as Parcel 11A, and designate the use for Parcel 11A as Retail/Office to provide for the property to be developed for commercial and other uses in the future.

Policy 1.1.7.3 of the comprehensive plan does states that the City should encourage commercial and mixed use nodes at or near arterial intersections and utilize urban design standards and techniques to beautify and enhance community appearance along major corridors. The subject property is located at the southwest corner of Crosstown Parkway and SW Fairgreen Road. The property at the southeast corner of this intersection was developed as a Circle K convenience store and gas facility, two retail strip centers and self-storage facility. As noted, the subject property was originally intended to be a future phase of the Heritage Oaks residential community and is separated from the larger Heritage Oaks residential community by two water management tracts to the south. A water management tract also separates the property from residential development to the east. As a condition of approval, the Planning and Zoning Department would recommend a requirement for enhanced landscaping and an architectural wall along the eastern and southern boundaries of the property to buffer the existing residential communities from future commercial/non-residential development.

The proposed amendment is attached as Exhibit A to the staff report with additions shown as <u>underlined</u> and deletions shown as strikethrough.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed MPUD amendment at the February 25, 2026 Site Plan Review Committee meeting.

Public Notice Requirements

Notice of the rezoning was mailed to property owners within a maximum of 750 feet of the subject property.

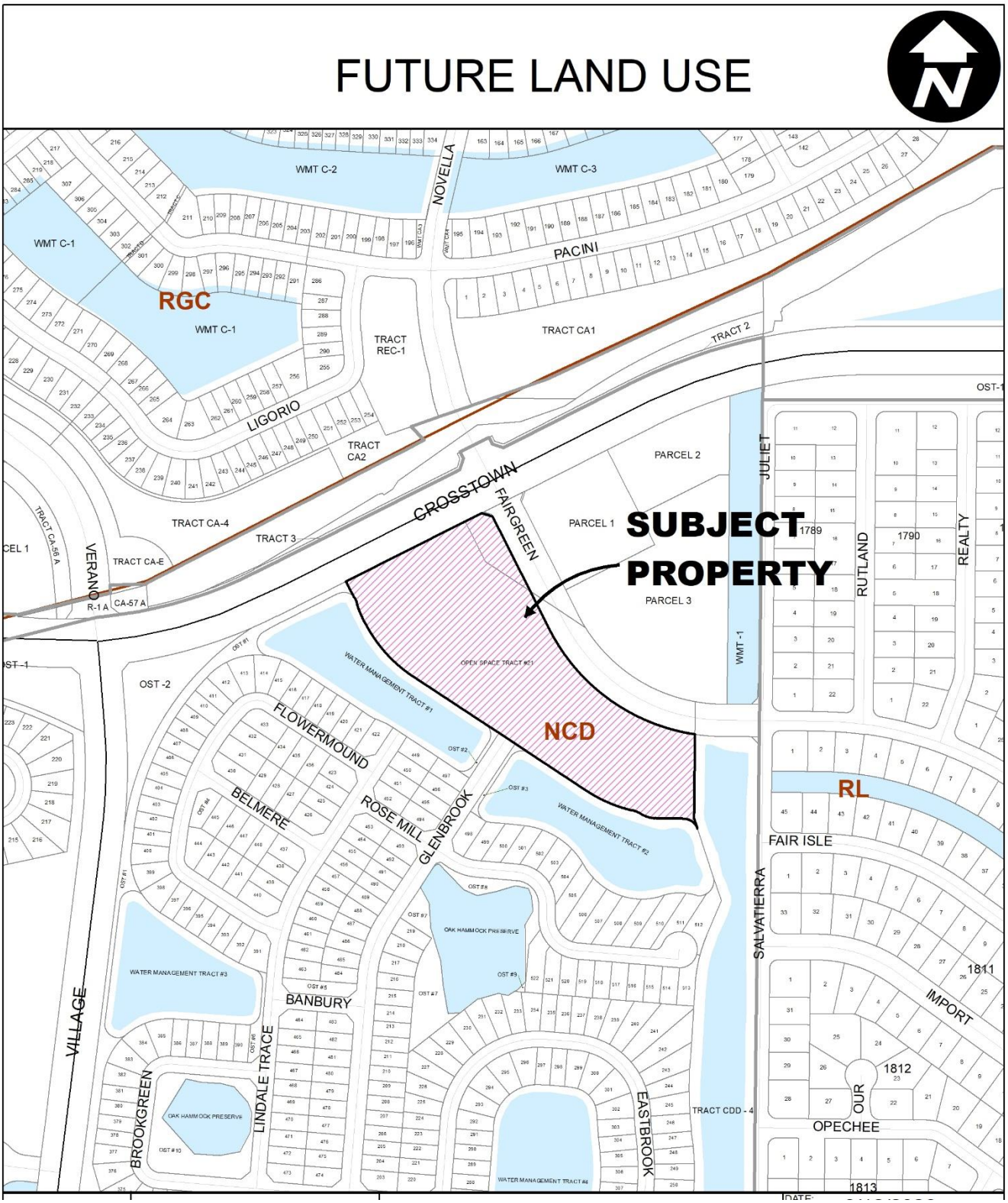
Location and Site Information

Parcel Numbers:	4304-502-0022-000-6 and 4304-111-0002-000-0
Property Size:	Approximately 9.48 acres
Legal Description:	The parcels are legally described as portions of Open Space Tract 21, Tradition Plat No. 18.
Future Land Use:	NCD (New Community Development District)
Existing Zoning:	Tradition MPUD Amendment No. 15

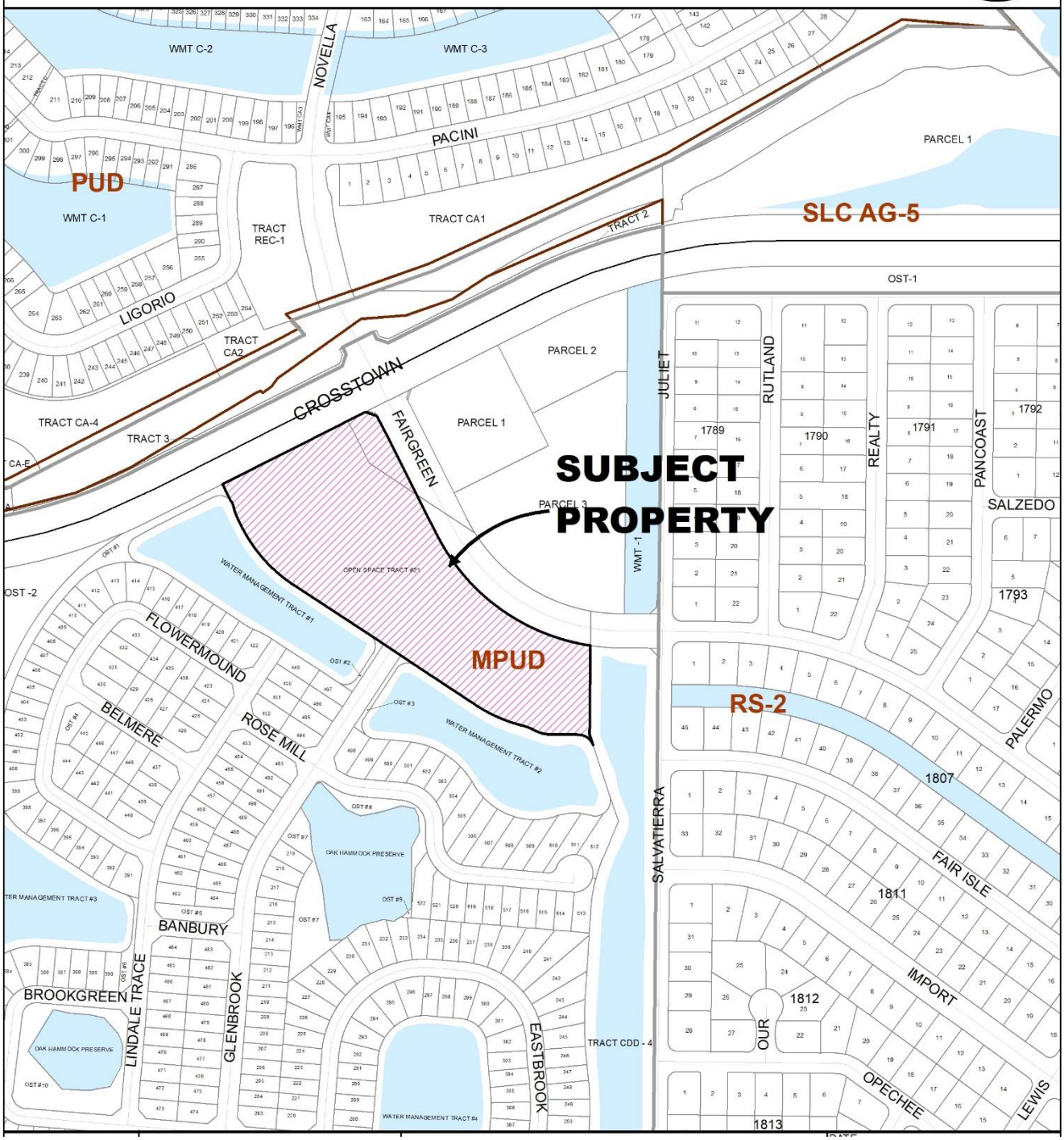
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	NCD	MPUD	Convenience store, gas, and self-storage
South	NCD	MPUD	Heritage Oaks residential community
East	RL	RS-2	Single-family residential community
West	RGC	Verano South PUD 1 Pod C	Open space tracts

NCD – New Community Development District
MPUD – Master Planned Unit Development
RL – Low Density Residential
RS-2 – Single-Family residential
RGC – Residential Golf Course
PUD – Planned Unit Development


FUTURE LAND USE
N
WMT C-2
WMT C-3
NOVELLA
WMT C-1
PACINI
RGC
WMT C-1
TRACT REC-1
TRACT CA1
TRACT 2
LIGORIO
TRACT CA2
CROSSTOWN
PARCEL 2
JULIET
TRACT CA-4
TRACT 3
FAIRGREEN
PARCEL 1
SUBJECT PROPERTY
PARCEL 3
TRACT CA-56 A
VERANO
TRACT CA-E
R-1 A
CA-57 A
WMT -1
RUTLAND
REALTY
1789
1790
OST -2
WATER MANAGEMENT TRACT #1
OPEN SPACE TRACT #51
NCD
FLOWERMOUND
BELMERE
ROSE MILL
GLENBROOK
WATER MANAGEMENT TRACT #2
RL
FAIR ISLE
SALVATIERRA
WATER MANAGEMENT TRACT #3
OAK HAMMOCK PRESERVE
BANBURY
VILLAGE
LINDALE TRACE
BROOKGREEN
EASTBROOK
TRACT CDD - 4
WATER MANAGEMENT TRACT #4
1811
IMPORT
1812
OUR
OPECHEE
1813

EXISTING ZONING



IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency: The subject property is located within the Tradition Development of Regional Impact (DRI) and is within an area designated as a Mixed Use sub-district as shown on Map H of the Tradition DRI and Figure 1-3 of the Future Land Use Element. Map H is the master development plan for the Tradition DRI and Figure 1-3 is the conceptual land use plan for the Southern Grove NCD District.

Per Policy 1.2.2.7 of the comprehensive plan, Mixed-Use Areas shall be established that include commercial and office uses, hospital and medical uses, restaurants, theaters, hotels, institutional uses, public facilities (including utilities), light industrial, warehouse/distribution, residential and other similar services designed to meet the needs of the larger area. Each mixed use area must contain a minimum of three or more uses as described above, one of which shall be residential. The minimum three-use requirement shall be identified for each Mixed-Use Area as part of an MPUD master plan. Individual parcels within a Mixed-Use Area may undergo separate site-specific applications for development approvals without individually meeting such multi-use requirement provided the site-specific development application is consistent with the MPUD master plan. A minimum of 30% and a maximum 70% of the net acreage within a Mixed-Use Area shall be residential.

The Tradition MPUD provides for a variety of uses under the Mixed Use Sub-Area including residential. As shown under Exhibit 5 of the MPUD, the Mixed Use Sub-Area of the Tradition MPUD consists of Parcels 4, 5, 7, 8, 10, 11 for a total of 443.73 acres. Parcels 7 and 10 are designated for residential use and make up 47.07% of the mixed use acreage. The removal of 9.48 acres from Parcel 10 reduces the percent of residential acreage in the Mixed Use Area to 44.93%. The 44.93% is still within the thresholds for multi-family development in a Mixed Use Area established under Policy 1.2.2.7.

Policy 1.1.7.3 of the comprehensive plan does state that the City should encourage commercial and mixed use nodes at or near arterial intersections and utilize urban design standards and techniques to beautify and enhance community appearance along major corridors. Given the proximity of the property to the Heritage Oaks residential community, staff does recommend as a condition of this amendment that future development of the property must include the installation of an architectural wall and enhanced landscaping along the eastern and southern boundaries of the property.

STAFF RECOMMENDATION

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

1. Future development of the property shall include the installation of an architectural wall and enhanced landscaping along the eastern and southern boundaries of the property.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5494703 OR BOOK 5328 PAGE 2672, Recorded 06/17/2025 04:26:32 PM Doc Tax: $4550.00

PREPARED BY AND RETURN TO:
Michael G. Candiotti, Esq.
GREENSPOON MARDER LLP
201 E. Pine Street, Suite 500
Orlando, FL 32801
Telephone: (407) 692-9113

UNOFFICIAL COPY

WARRANTY DEED

THIS indenture is made and executed as of the 4th day of June 2025 by **5T WEALTH PARTNERS, LP**, a California limited partnership ("**Grantor**"), whose address is 2055 US HWY 1, Vero Beach, Florida 32960, to **WINDING RIVER CROSSTOWN, LLC**, a Florida limited liability company ("**Grantee**"), whose address is 2170 6th CT SE, Vero Beach, Florida 32962.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, and Grantee's heirs and assigns forever, the property described land, situate, lying and being in **ST. LUCIE COUNTY, FLORIDA**, as more particularly described on **Exhibit "A"** attached hereto.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "**Property**").

TO HAVE AND TO HOLD, the same unto Grantee in fee simple forever.

SUBJECT TO real property taxes for the year of 2025, which became a lien on the land January 1st although not due or payable until November 1st of said year, and all matters of record without the intent to reimpose the same.

AND Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

UNOFFICIAL COPY

IN WITNESS WHEREOF, this Warranty Deed has been executed effective as of the first date written above.

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

Witness #1: Jana Carrington

Print Name: JANA CARRINGTON
Address: 2055 US HIGHWAY 1
VERO BEACH FL 32960

Witness #2:

Print Name: Irina Zorc
Address: 2055 US HWY 1
VERO Beach FL 32960

GRANTOR:

5T WEALTH PARTNERS, LP, a California Partnership

By: KITE CAPITAL PARTNERS, LLC, a Florida limited liability company, its Liquidator

By: KELLY P. KITE, JR., LLC, a Florida limited liability company, its Manager

By: _____
Kelly P Kite, Jr., its Manager

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of June, 2025 before me, **KELLY P. KITE, JR.**, as Manager of KELLY P. KITE, JR., LLC, a Florida limited liability company, as Manager of KITE CAPITAL PARTNERS, LLC, a Florida limited liability company, as Liquidator of **5T WEALTH PARTNERS, LP**, a California limited partnership, on behalf of said partnership who ☒ is to me personally known, or ☐ has produced _____ as identification.

(notary seal)

IRINA ELAINE ZORC
Notary Public - State of Florida
Commission # HH 225433
My Comm. Expires Feb 7, 2026
Bonded through National Notary Assn.

_____
NOTARY PUBLIC
Printed Name: Irina Zorc
My Commission Expires: Feb 7, 2026

Public Record

EXHIBIT "A"

Being a portion of OST-21 of the plat of TRADITION PLAT NO. 18, as recorded in Plat Book 44, Page 30, Public Records of St. Lucie County, Florida, and a parcel of land recorded in Official Records Book 2700, Page 109, all lying in Section 4, Township 37 South, Range 39 East being more particularly described as follows:

Commence at the Northeast corner of said Section 4; thence S00°35'12"W, along the East line of said Section 4, a distance of 824.14 feet; thence N89°24'48"W a distance of 198.19 feet to the Northeast corner of said OST-21; thence S00°35'12"W, along the East line of said OST-21, a distance of 165.51 feet to the POINT OF BEGINNING of the following described parcel;

Thence continue S00°35'12"W a distance of 259.50 feet; thence S18°21'56"E a distance of 32.12 feet to the intersection with a non tangent curve concave to the southwest, having a radius of 45.00 feet, the chord of which bears N53°53'22"W; thence northwesterly along the arc of said curve, a distance of 55.80 feet through a central angle of 71°02'52"; thence N89°24'48"W a distance of 63.77 feet to the beginning of a curve concave to the north having a radius of 455.00 feet; thence westerly along the arc of said curve a distance of 22.16 feet through a central angle of 02°47'26" to the point of compound curvature with a curve concave to the north, having a radius of 100.00 feet; thence westerly along the arc of said curve, a distance 46.84 feet through a central angle of 26°50'21"; thence N59°47'01"W a distance of 3.56 feet to the beginning of a curve concave to the south having a radius of 100.00 feet; thence westerly along the arc of said curve a distance of 29.45 feet through a central angle of 16°52'15" to the point of reverse curvature with a curve concave to the northeast, having a radius of 440.00 feet; thence northwesterly along the arc of said curve a distance of 153.54 feet, through a central angle of 19°59'35"; thence N56°39'41"W a distance of 634.75 feet to the beginning of a curve concave to the northeast having a radius of 440.00 feet; thence northwesterly along the arc of said curve a distance of 229.87 feet through a central angle of 29°55'59"; thence N26°43'42"W a distance of 17.93 feet to the beginning of a curve concave to the east having a radius of 195.00 feet; thence northerly along the arc of said curve a distance of 46.08 feet through a central angle of 13°32'19" to the point of reverse curvature with a curve concave to the west, having a radius of 40.00 feet; thence northerly along the arc of said curve a distance of 9.45 feet, through a central angle of 13°32'19"; thence N26°43'42"W a distance of 62.49 feet; thence N63°16'18"E a distance of 465.78 feet; thence S71°43'42"E a distance of 35.34 feet; thence S26°43'42"E a distance of 387.39 feet to the beginning of a curve concave to the northeast having a radius of 600.00 feet; thence southeasterly along the arc of said curve a distance of 574.83 feet through a central angle of 54°53'31" to the POINT OF BEGINNING.

LESS AND EXCEPT that parcel of land described in that certain Special Warranty Deed recorded in Official records Book 2700, Page 109, of the Public Records of St. Lucie County, Florida.

DRAFT

Tradition MPUD Amendment No. 16

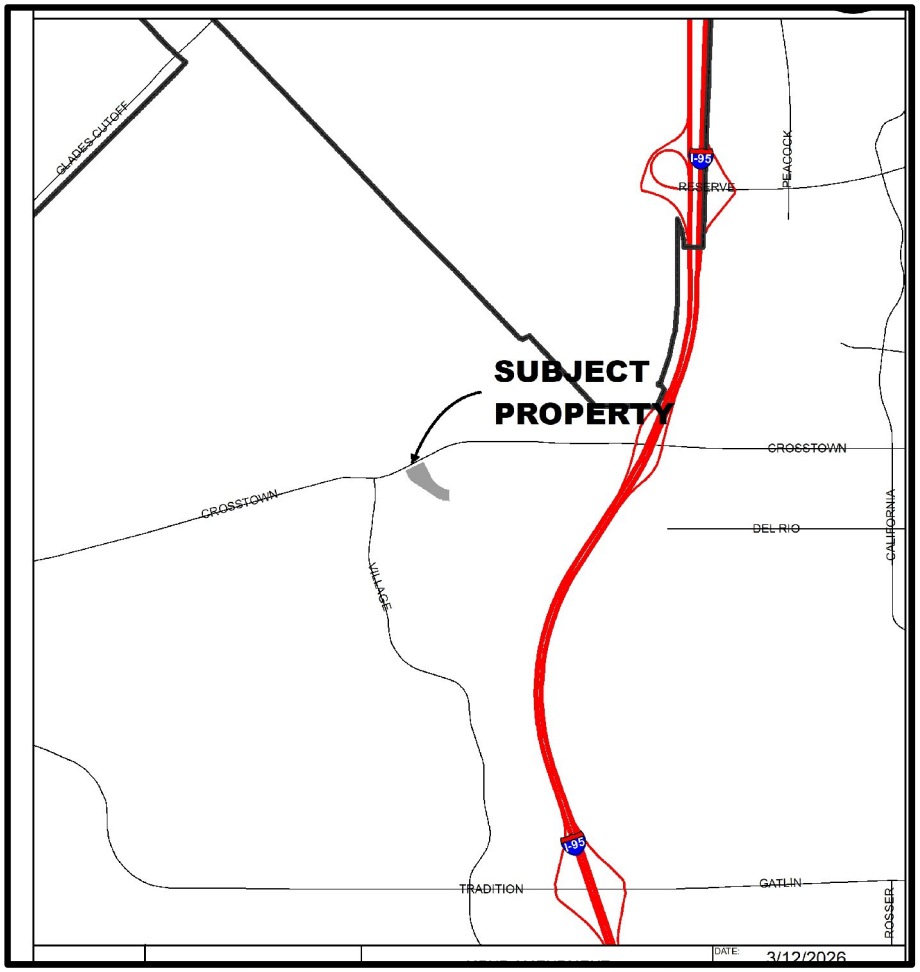
Project No. P26-026

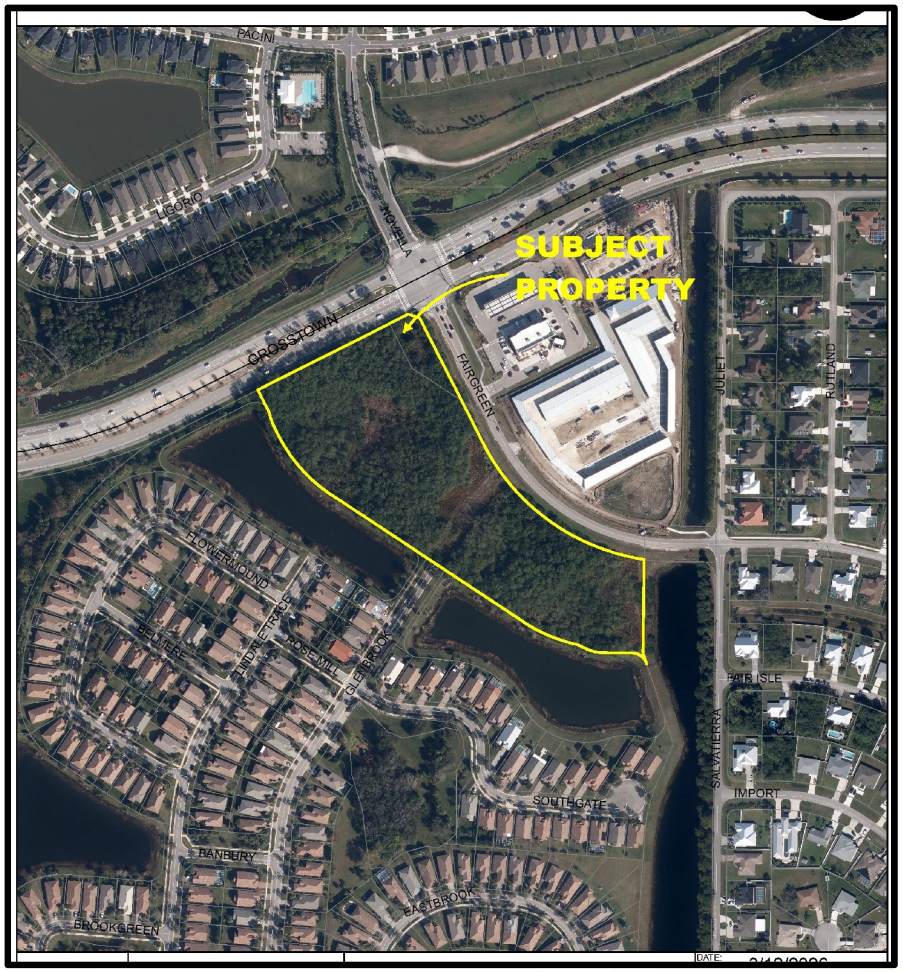
City Council Meeting
May 26, 2026

Request Summary

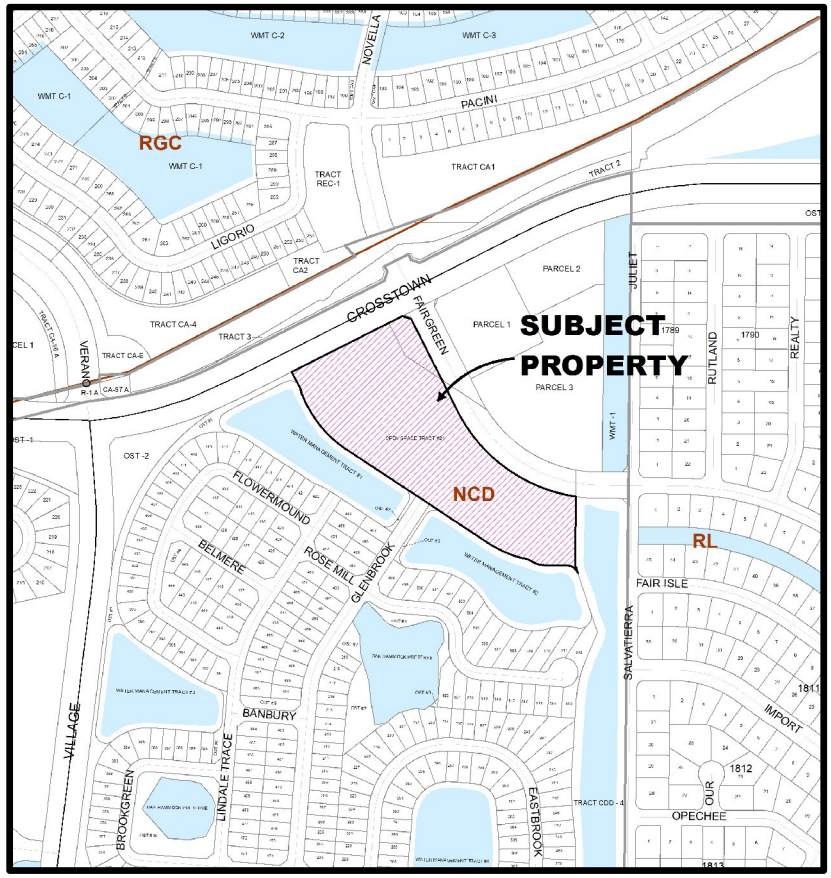
Owner:	Winding River Crosstown, LLC
Applicant:	Brad Currie, AICP, Haley Ward
Location:	Southwest corner of the intersection at Crosstown Parkway and SW Fairgreen Drive
Request:	A request to amend the Tradition MPUD for 9.48 acres of property.

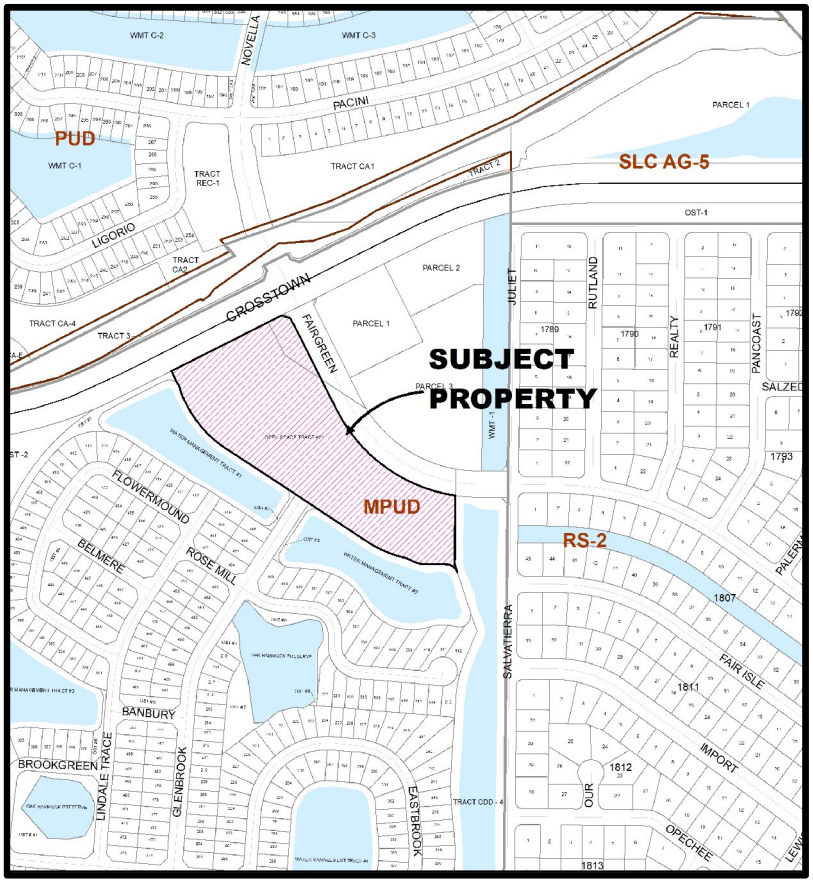
Location and Aerial





Land Use and Zoning





PORT ST. LUCIE
HEART OF THE TREASURE COAST

Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	NCD	MPUD	Convenience store, gas, and self-storage
South	NCD	MPUD	Heritage Oaks residential community
East	RL	RS-2	Single-family residential community
West	RGC	Verano South PUD 1 Pod C	Open space tracts

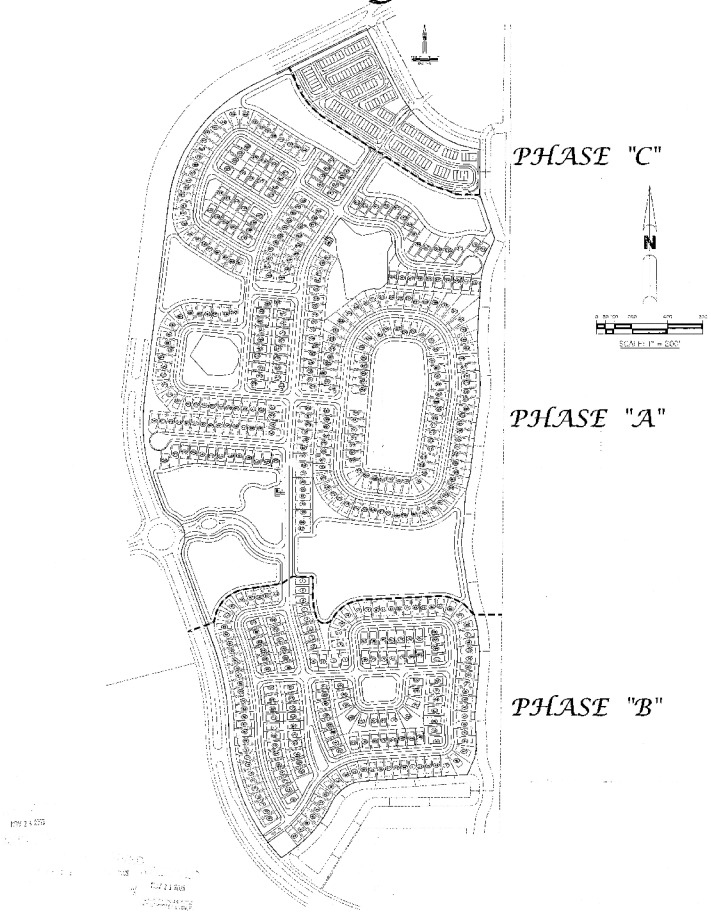
Project Background

- The Tradition MPUD is approximately 3,038 acres and is located south of the Crosstown Parkway, West of I-95, and North and South of Tradition Parkway.
- The development plan divides the project into major sub-areas - Residential, Mixed Use, Village Center, and Town Center.
- Each sub-area is divided into parcels for planning purposes with each parcel designated for a certain use or combination of uses.

Proposed Project

- The proposed amendment pertains to 9.48 acres of undeveloped land that is located at the southwest corner of Crosstown Parkway and SW Fairgreen Drive.
- The subject property was previously Phase C of Heritage Oaks at Tradition.
- A conceptual site plan for Phase 3 was submitted in 2006 for approximately 106 townhome units.
- No additional applications were submitted and the property has is undeveloped.

HERITAGE OAKS



AT TRADITION

Proposed Project

- The MPUD currently designates the 9.48 acres for residential use as part of the larger Parcel 10 (Heritage Oaks).
- This application will remove the 9.48 acres from Parcel 10, reclassify the 9.48 acres as Parcel 11A, and designate the use for Parcel 11A as Retail/Office to provide for the property to be developed for commercial and other uses in the future.

Proposed Project

- The non-residential uses permitted in the MPUD for Mixed Use include office use, medical use, banks, restaurant with drive through, retail, service station, car wash, multi-family dwellings, day care, and recreation facility as well as civic and cultural uses.
- To accomplish the change, the application amends Exhibits 5 of the MPUD document, Exhibit 8, the MPUD concept plan, and Exhibit 8B, the conceptual land use plan, to add Parcel 11A and designate it for Retail/Office use.

SITE DATA
LAND USE: NCD
ZONING: MPUD
GROSS SITE AREA: 2,798.07 ACRES

DEVELOPMENT AREA - OVERALL
RESIDENTIAL: PARCELS 3, 6, 9, 12, 13, 13A, 14, 15, 16, 17, 17A, 18, 19, 20, 20A, 21, 22, 23, 32, 34,35, 36, AND 37
TOTAL: 1,961.27 ACRES
PARCELS DESIGNED AS CIVIC/INSTITUTIONAL:
PARCEL 13A AREA: 2.40 ACRES
PARCEL 34 AREA: 2.31 ACRES
PARCEL 35 AREA: 3.44 ACRES
PARCEL DESIGNATED AS PARK:
PARCEL 22 AREA: 118.54 ACRES
PARCEL 23 AREA: 0.948 ACRES

TOWN CENTER: PARCELS 1,1A, 1B,1C, 2
TOTAL: 242.19 ACRES
RESIDENTIAL USE: % OF TOTAL: 36.4%
PARCELS 1, 1A, 1B, 1C AREA: 7.89 ACRES
PARCEL 2 AREA: 39.99 ACRES

OFFICE/ RETAIL, CIVIC:
PARCEL 1 AREA: 75.89 ACRES

MIXED USE: PARCELS 4, 5, 7, 8, 10, 11, 11A
TOTAL: 443.73 ACRES
RESIDENTIAL, PARCEL 7 & PARCEL 10: % OF TOTAL: 44.93%
PARCEL 7 AREA: 23.79 ACRES
PARCEL 10 AREA: 175.59 ACRES

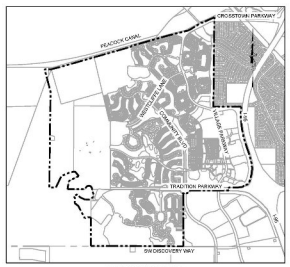
RETAIL / OFFICE / HOSPITAL / UTILITY / CIVIC / INSTITUTIONAL / ASSISTED LIVING FACILITIES / NURSING HOMES
PARCEL 4 AREA: 179.03 ACRES
PARCEL 8 AREA: 10.41 ACRES

SCHOOL / CIVIC / INSTITUTIONAL
PARCEL 5 AREA: 33.63 ACRES

RETAIL / OFFICE
PARCEL 11 AREA: 11.73 ACRES

RETAIL / OFFICE / CIVIC / INSTITUTIONAL (ALL NON-RESIDENTIAL USES LISTED IN EXHIBIT 6, SECTION 4, MIXED USE AREAS, BELOW):
PARCEL 11A AREA: 9.48 ACRES

VILLAGE CENTER: PARCELS 19A, 19B
TOTAL: 7.37 ACRES
RETAIL / OFFICE / CIVIC / CHURCH AREA: 7.37 ACRES



LOCATION MAP
SCALE 1" = 3,000'

GRAPHIC SCALE
800 0 400 800 1600 2400
(IN FEET)



TRADITION WETLANDS	
ID	WETLAND AREA (AC)
W-1	3.93
W-22	3.76
W-22A	0.25
W-24	1.21
W-24A	0.69
W-27	0.71
W-28	0.16
W-29	1.76
W-30	1.46
W-31	5.75
W-32	10.27
W-40	1.71
W-48	3.34
W-56	0.16
W-73	1.96
W-75	3.09
W-77	1.44
W-80	1.13
W-81	0.61
AW-12	11.31
AW-40A	7.17
AW-40B	1.57
AW-41	5.26
AW-43	6.73
AW-46	3.70
AW-52A	7.08
AW-52B	1.61
AW-55	5.00
AW-61	2.85
AW-62A	12.26
AW-62B	2.83
TOTAL	110.76

TRADITION UPLAND CONSERVATION AREAS	
ID	WETLAND AREA (AC)
UC-1	2.20
UC-2	1.10
UC-3	6.80
UC-4	4.90
UC-5	4.90
UC-6	19.10
UC-7	6.50
UC-8	15.70
UC-9	14.60
TOTAL	75.30

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455
WWW.HALEYWARD.COM

PROJECT
TRADITION MPUD AMENDMENT
PORT ST LUCIE, FL
CITY OF PSL PROJECT NO. P06-109

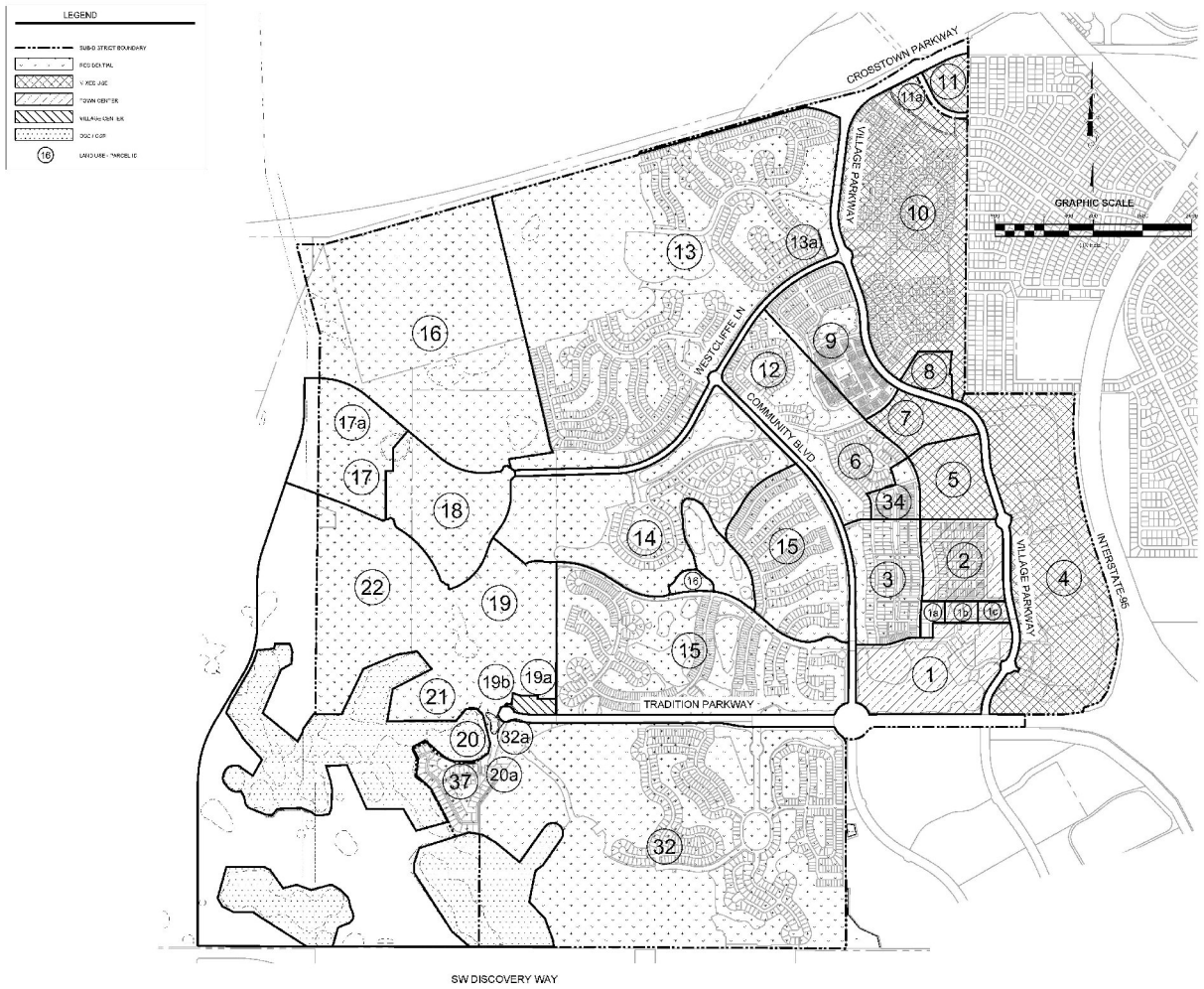
TITLE
EXHIBIT 8

DATE 3/4/2026 SCALE AS SHOWN
DRAWN BY -- CHECKED BY -- PROJECT MGR. --
PROJECT NO. 25-385 EXHIBITS R3.DWG SURVEY/CAD FILE NO. 32954

DAVID C. BAGGETT, P.E. (DATE)
483 575
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

DRAWING NO. EXHIBIT 8 REV.

PORT ST. LUCIE
HEART OF THE TREASURE COAST



NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
WWW.HALEYWARD.COM

TRADITION MPUD AMENDMENT
PORT ST LUCIE, FL

EXHIBIT 8B

2/2/2026 | AS SHOWN

25-359 LOT LITE.DWG

EXHIBIT 8B

DAVID C. BAGGETT, P.E. (DATE)

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Land Use Consistency

- The subject property is located within the Tradition DRI and within a designated Mixed Use sub-district as depicted on Map H of the Tradition DRI and Figure 1-3 of the Future Land Use Element.
- Per Policy 1.2.2.7 of the comprehensive plan, Mixed-Use Areas can include commercial and office uses, hospital and medical uses, restaurants, theaters, hotels, institutional uses, public facilities (including utilities), light industrial, warehouse/distribution, residential and other similar services designed to meet the needs of the larger area.
- Each mixed-use area must contain a minimum of three or more uses as described above, one of which shall be residential. A minimum of 30% and a maximum 70% of the net acreage within a Mixed-Use Area shall be residential.

Staff Findings

- The proposed change is consistent with the requirements of Policy 1.2.2.7 for a mixed use area to be between 30% to 70% residential use.
- The mixed use area in the Tradition DRI is currently at 47% residential and this application will reduce it to 44.93% residential.

April 7, 2026 Planning and Zoning Hearing

A public hearing before the Planning and Zoning Board was held on April 7, 2026. Given the proximity of the subject property to residential, staff recommended a condition of approval to require future development of the property to install an architectural wall and enhanced landscaping along the eastern and southern boundaries of the property.

At the April 7 meeting, the Planning and Zoning Board voted to table the item to the May 5, 2026 Planning and Zoning Board hearing due to the Board's request for additional information on traffic.

May 7, 2026 Planning and Zoning Board Hearing

- At the May 5, 2026 Planning and Zoning Boad hearing, the applicant provided a presentation that addressed transportation, supported staff's recommendation for landscape buffer walls along the eastern and southern boundaries of the property, supported the addition of a condition to eliminate any potential access to Heritage Oaks at Glenbrook Drive, and supported the addition of a condition to require site lighting to be shielded and/or oriented to minimize impacts to residential.

Planning and Zoning Board Recommendation

- At the May 5, 2026 Planning and Zoning Board public hearing, the Planning and Zoning Board voted to recommend approval with the following conditions:

Planning and Zoning Board Recommendation

1. Future development of Parcel 11A shall require a minimum ten-foot enhanced landscape buffer strip and architectural wall in accordance with the Landscape Code along the eastern and southern boundaries of the property. The landscape buffer strips shall be located on the inside and outside of the architectural wall. One tree, at least 12 feet in height, shall be provided for each 20 linear feet of the landscape buffer strip, or fractional part thereof, and the wall shall be installed on a one (1) foot berm.
2. All lighting shall be shielded and/or oriented to prevent light spillover. A photometric plan shall be required with each site plan for future development of Parcel 11A.
3. The right-of-way connection to SW Glenbrook Drive shall be eliminated through legal documentation approved by the City Attorney's Office.

HALEY WARD®

Tradition MPUD Amendment # 16

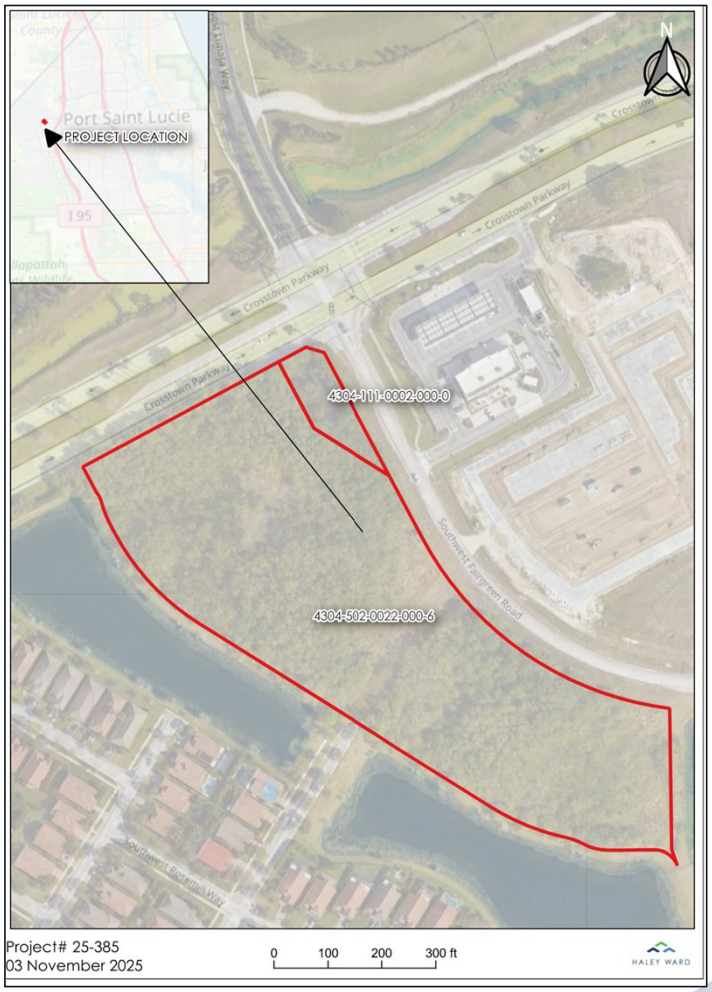
City Council Meetings

May 26 & June 8, 2026

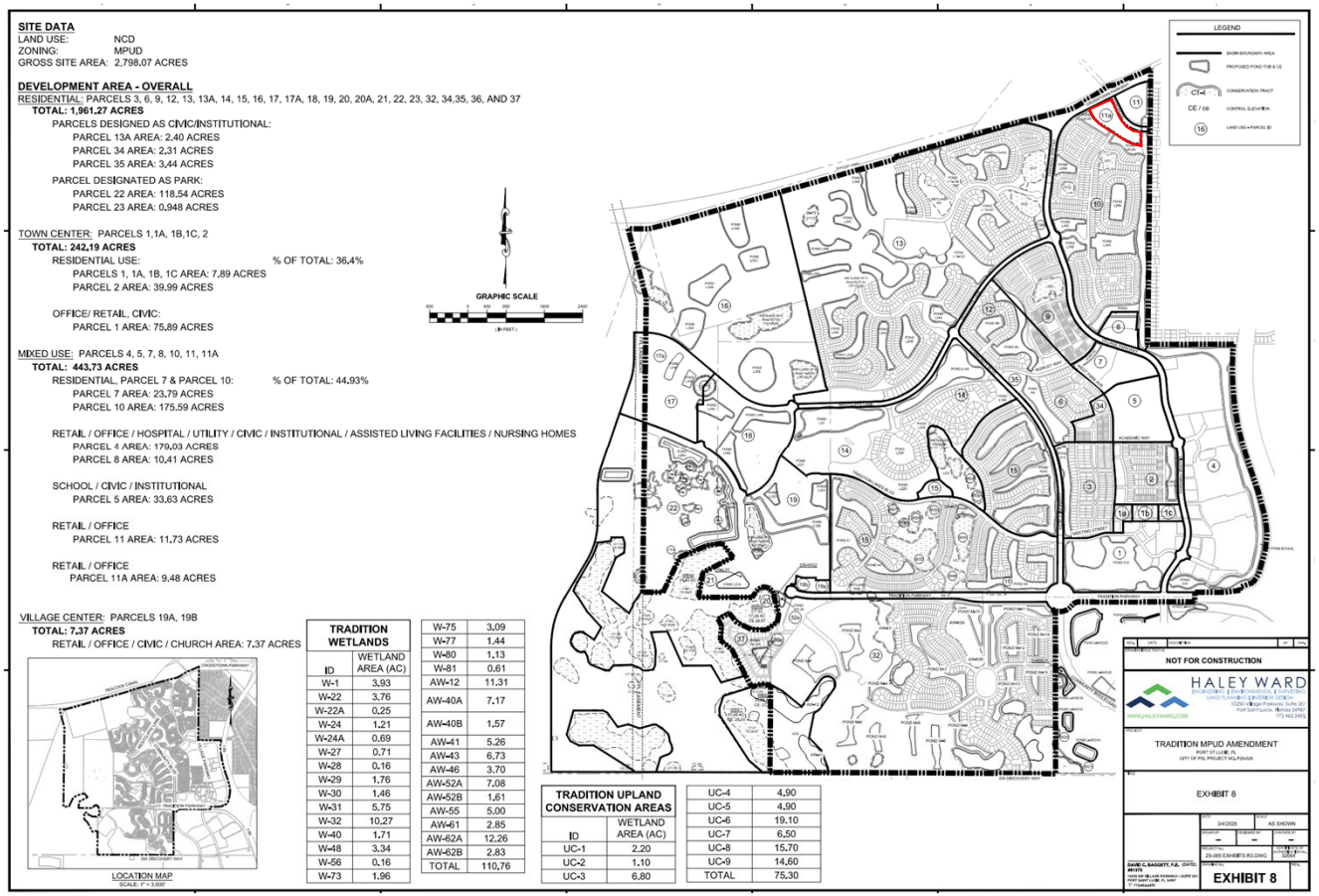
Amendment No. 16 Request:

- Tradition MPUD Amendment to 9.48 acres of vacant land (two parcels) located south of SW Crosstown Blvd and west of SW Fairgreen Road.
- The parcels current designated use is multi-family residential. Previously proposed for development of 106 units, previously "Phase C" of Heritage Oaks.
- Approval of this amendment would remove the 9.48 acres from "Parcel 10" of the Tradition MPUD and create separate "Parcel 11A".
- The request is to amend the Tradition MPUD and concept plan for two parcels from Residential use to Commercial use.

Site Location:



MPUD Amendment:



SITE DATA
LAND USE: NCD
ZONING: MPUD
GROSS SITE AREA: 2,798.07 ACRES

DEVELOPMENT AREA - OVERALL
RESIDENTIAL: PARCELS 3, 6, 9, 12, 13, 13A, 14, 15, 16, 17, 17A, 18, 19, 20, 20A, 21, 22, 23, 32, 34,35, 36, AND 37
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TOWN CENTER: PARCELS 1,1A, 1B,1C, 2
TOTAL: 242.19 ACRES
RESIDENTIAL USE: % OF TOTAL: 36.4%
PARCELS 1, 1A, 1B, 1C AREA: 7.89 ACRES
PARCEL 2 AREA: 39.99 ACRES
OFFICE/ RETAIL, CIVIC:
PARCEL 1 AREA: 75.89 ACRES

MIXED USE: PARCELS 4, 5, 7, 8, 10, 11, 11A
TOTAL: 443.73 ACRES
RESIDENTIAL, PARCEL 7 & PARCEL 10: % OF TOTAL: 44.93%
PARCEL 7 AREA: 23.79 ACRES
PARCEL 10 AREA: 175.59 ACRES
RETAIL / OFFICE / HOSPITAL / UTILITY / CIVIC / INSTITUTIONAL / ASSISTED LIVING FACILITIES / NURSING HOMES
PARCEL 4 AREA: 179.03 ACRES
PARCEL 8 AREA: 10.41 ACRES
SCHOOL / CIVIC / INSTITUTIONAL
PARCEL 5 AREA: 33.63 ACRES
RETAIL / OFFICE
PARCEL 11 AREA: 11.73 ACRES
RETAIL / OFFICE
PARCEL 11A AREA: 9.48 ACRES

VILLAGE CENTER: PARCELS 19A, 19B
TOTAL: 7.37 ACRES
RETAIL / OFFICE / CIVIC / CHURCH AREA: 7.37 ACRES

LOCATION MAP

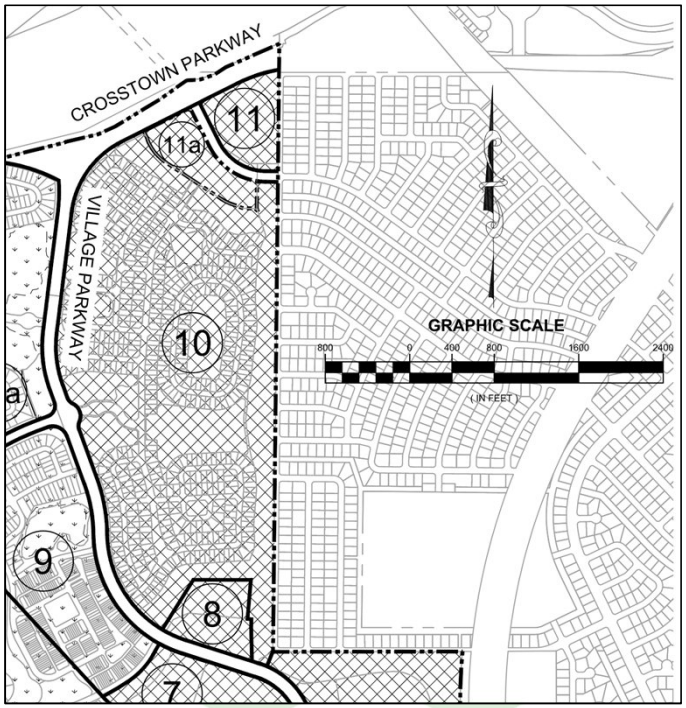
GRAPHIC SCALE

LEGEND

TRADITION WETLANDS	
ID	WETLAND AREA (AC)
W-1	3,93
W-22	3.76
W-22A	0,25
W-24	1,21
W-24A	0,69
W-27	0,71
W-28	0,16
W-29	1,76
W-30	1,46
W-31	5,75
W-32	10,27
W-40	1,71
W-48	3,34
W-56	0,16
W-73	1,96
W-75	3,09
W-77	1,44
W-80	1,13
W-81	0,61
AW-12	11,31
AW-40A	7,17
AW-40B	1,57
AW-41	5,26
AW-43	6,73
AW-46	3,70
AW-52A	7,08
AW-52B	1,61
AW-55	5,00
AW-61	2,85
AW-62A	12,26
AW-62B	2,83
TOTAL	110,76

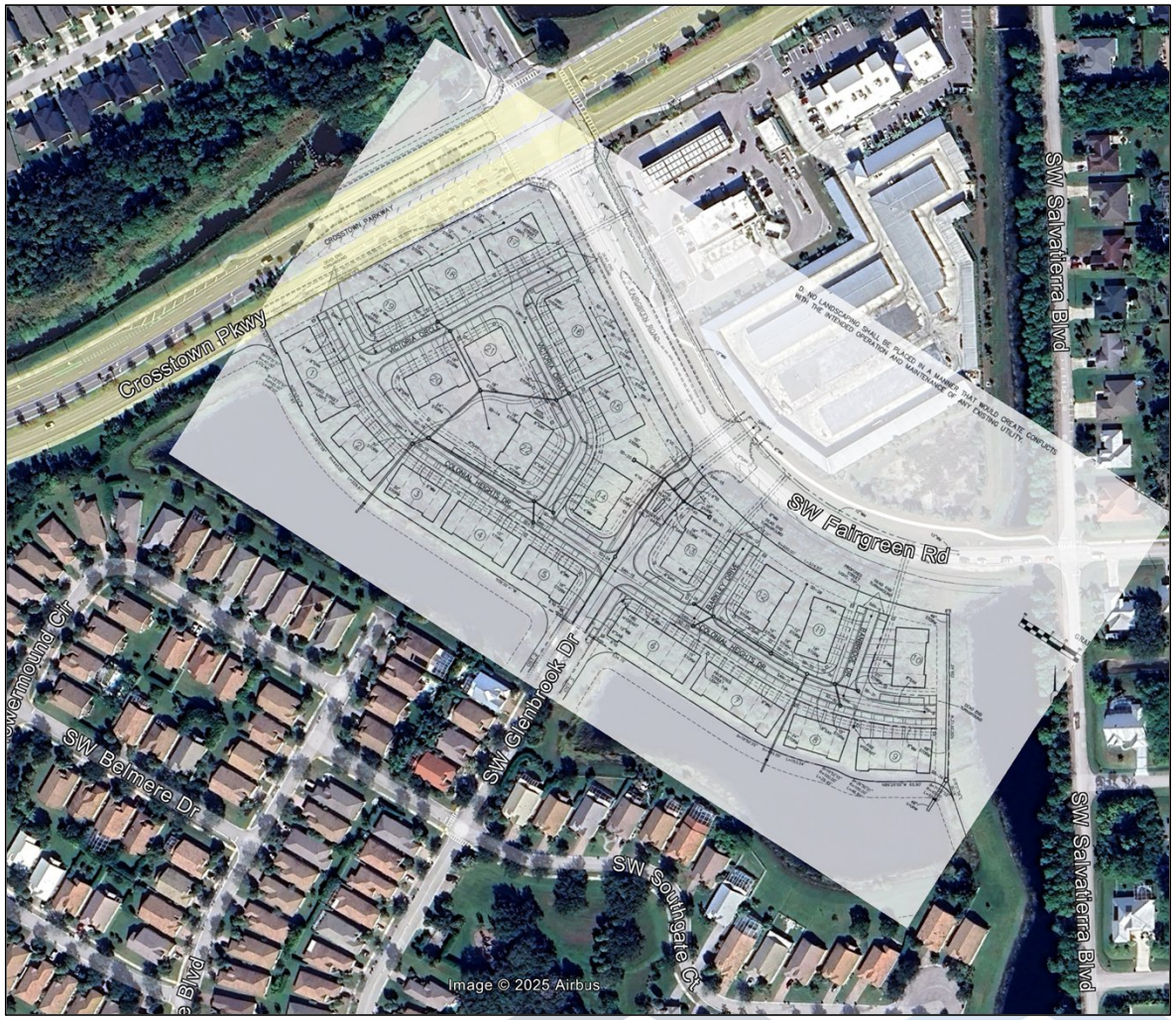
TRADITION UPLAND CONSERVATION AREAS	
ID	WETLAND AREA (AC)
UC-1	2,20
UC-2	1,10
UC-3	6,80
UC-4	4,90
UC-5	4,90
UC-6	19,10
UC-7	6,50
UC-8	15,70
UC-9	14,60
TOTAL	75,30

NOT FOR CONSTRUCTION
HALEY WARD
TRADITION MPUD AMENDMENT
EXHIBIT 8
EXHIBIT 8

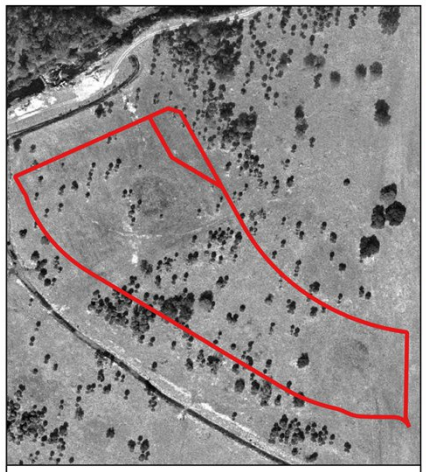


Site History

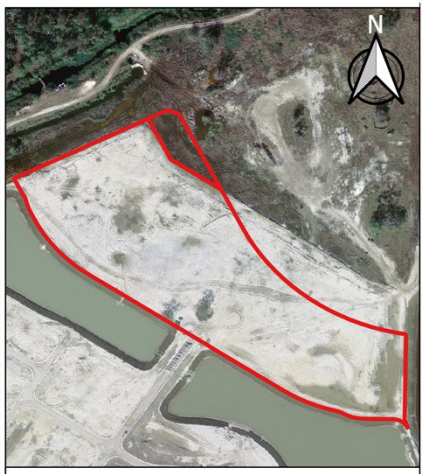
- Heritage Oaks Phase C
- 19 Townhome Buildings
- Totaling 106 units
- Connectivity of SW Glenbrook Dr through to Fairgreen Rd
- No screening berm or wall



Site History



2003 AERIAL IMAGE



2005 AERIAL IMAGE



2009 AERIAL IMAGE



2011 AERIAL IMAGE



Project# 25-385
03 November 2025

0 100 200 300 ft

HALEY WARD

Environmental

- Haley Ward, Inc. conducted an environmental assessment throughout the property to investigate the presence of any plant or animal listed species.
- Found considerable presence of nuisance/exotic vegetation
- No gopher tortoises, nor their burrows or habitat were observed on site at the time of assessment.
- No sandhill cranes or their nests were identified on site at the time of assessment.
- Due to past, man-made disturbances onsite many listed species may not be found due to the lack of suitable foraging and nesting habitat. No other state or federally listed plant/animal species were found on site at the time of assessment.
- Site will be re-assessed for species presence prior to any construction on-site



Schinus terebinthifolia
Brazilian Peppertree

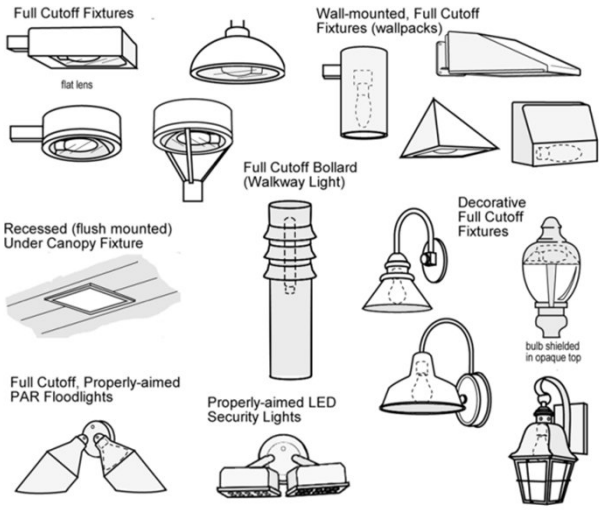


Imperata cylindrica
Cogon Gross

Shielded Site Lighting

- The applicant is in support of a condition site lighting will be shielded and/or oriented to minimize impacts to adjacent residential parcels to the west/south.
- Photometric Plan of proposed lighting will be included at time of site plan submittal(s).





Tradition DRI - Traffic Impact

- In addition to City of PSL code, site development is required to demonstrate consistency with planned traffic generation and level of service on roads within Tradition DRI.
- City Council Workshop in February 2026, recommended improvements at Crosstown and Fairgreen.
- April 13th, 2026, City Council unanimously approved Tradition DRI Amendment (Resolution 25-R12).
- Approval - Increase to allowed commercial space by 79,205 sq ft, a decrease in office space for a total of 353,348 sq ft, and warehouse space is increased by 90,000 sq ft to reflect previous conversion of office space to warehouse space.
- Resolution 25-R12 included a traffic analysis that considers the subject property utilizing a portion of the approved commercial square footage. This was coordinated directly between the applicant/owner and Tradition Master Developer.

- Results - Tradition DRI road network will see a reduction of -5.4% AM Peak Hr Trips, -2.2% PM Peak Hr Trips, and -0.6% total daily trips compared to the approved Tradition DRI

Traffic Impact

- The proposed change in use is being submitted for consistency with the latest Tradition DRI amendment and the associated reduction in trips
- Excerpt – Mackenzie Engineering & Planning, Approved Tradition DRI Amendment Resolution 25-R12

- AM Trip Reduction: 232 trips (-5.4%)
- PM Trip Reduction: 145 trips (-2.2%)
- Daily Trip Reduction: 443 trips (-0.6%)

Table 1. Comparison of November 2025 Proposed Tradition DRI Buildout

Use	Units	Current Approved	Proposed 3/10/2025	Proposed 11/7/2025	Δ to Approved		Δ to Proposed 3-10	
Regional Park	Fields	11	11	11	0		0	
Warehousing	SF	177,046	177,046	177,046	0		0	
Single Family Detached	DU	4,990	4,990	4,726	(264)		(264)	
Multi-family Housing (Low-rise)	DU	1,171	1,568	1,435	264		(133)	
Assisted Living	Beds	300	420	410	110		(10)	
Hotel	Rooms	150	150	150	0		0	
General Office Building	SF	627,823	467,823	353,348	(274,475)		(114,475)	
Shopping Center (>150k)	SF	920,795	904,295	1,000,000	79,205		95,705	
AM Net Proposed Trips		4,276	4,269	4,044	(232)	-5.4%	(225)	-5.3%
PM Net Proposed Trips		6,446	6,532	6,301	(145)	-2.2%	(231)	-3.5%
Daily Net Proposed Trips		72,091	73,582	71,648	(443)	-0.6%	(1,934)	-2.6%

Proposed Intersection Improvements

- Improvements will be made to the intersection of Crosstown Parkway and SW Fairgreen Road by within 6 months of the pre-construction meeting for proposed development on the subject property OR by December 31, 2027 whichever comes first.
- Improvements proposed to improve existing traffic and handle proposed traffic from commercial use on subject property.

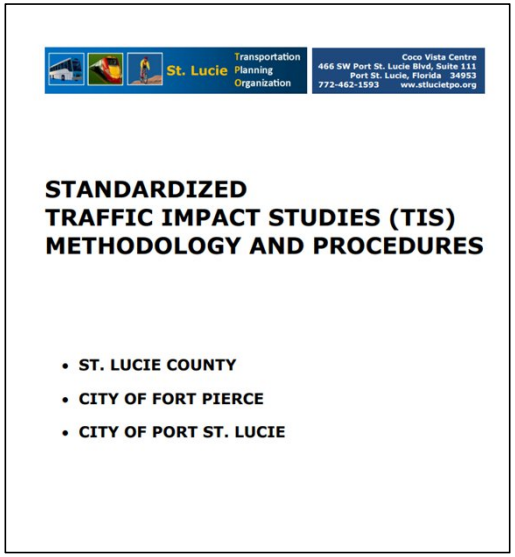
- Improvements include:
  - Additional turn lane on Crosstown Parkway
  - Extend the turn lanes on Crosstown Parkway to 400 feet
  - Include an additional receiving lane on SW Fairgreen Road.
  - Dedicated left turn, thru and right turn lane configuration for the northbound Fairgreen Road traffic at Crosstown Parkway

Moving forward with the commercial development anytime before July 2027 will accelerate completion of the intersection improvements.

Traffic Impact – Level of Service

- Per The St. Lucie Transportation Planning Organization (TPO) Standardized Traffic Impact Studies (TIS) Methodology and Procedures an insignificant impact is that which would have less than 5% to adjacent roadways

Data *obtained from latest edition of St. Lucie Transportation Planning Organization (TPO) Traffic Counts and Level of Service Report*



Roadway		AADT[1]	Number of Lanes (E+C)	Two Way PM Peak Hour Service Capacity	AM Peak Hour Two Way			PM Peak Hour Two Way		
From	To				Volume	LOS	V/C	Volume	LOS	V/C
Crosstown Parkway										
Village Parkway	Commerce Center Drive	27,500	4	2,100	1,550	D	0.74	1,498	D	0.71
Commerce Center Drive	I-95	19,924	6	3,170	948	D	0.30	1,014	D	0.32
I-95	California Boulevard	39,646	6	3,170	2,339	D	0.74	2,238	D	0.71
Village Parkway										
Tradition Parkway	Westcliffe Lane	27,668	4	1,710	1,491	D	0.87	1,471	D	0.86
Westcliffe Lane	Crosstown Parkway	18,528	4	1,710	982	D	0.57	1,038	D	0.61
Commerce Center Drive										
Crosstown Parkway	St. Lucie West Boulevard	5,927	4	1,710	352	C	0.21	425	C	0.25
Tradition Parkway										
Community Boulevard	Village Parkway	8,010	2	1,710	838	D	0.49	812	D	0.47

* Counts & Capacity for SW Fairgreen Rd is not included in the St. Lucie TPO due to being a local road

HALEY WARD

Traffic Impact – Level of Significance

- Existing Allowed Use:
  Multi-Family Residential @ 106 Units
  Peak Hour: 60 Trips
  0.83% Project Significance to Crosstown Parkway
  0.91% Project Significance to Village Parkway
  0.17% Project Significance to Commerce Center Drive
  Near 0% Project Significance to Tradition Parkway
- Conceptual Commercial Use 1:
  Retail (24,500 SF, Strip Plaza)
  Peak Hour: 325 Trips
  4.49% Project Significance to Crosstown Parkway
  4.94% Project Significance to Village Parkway
  0.95% Project Significance to Commerce Center Drive
  Near 0% Project Significance to Tradition Parkway
- Level of Significance Less than 5%, accounting for distribution.

- Data o*btained from latest edition of St. Lucie Transportation Planning Organization Traffic Counts and Level of Service Report, and Institute of Traffic Engineers Trip Generation Manual*

Traffic Impact – Level of Significance

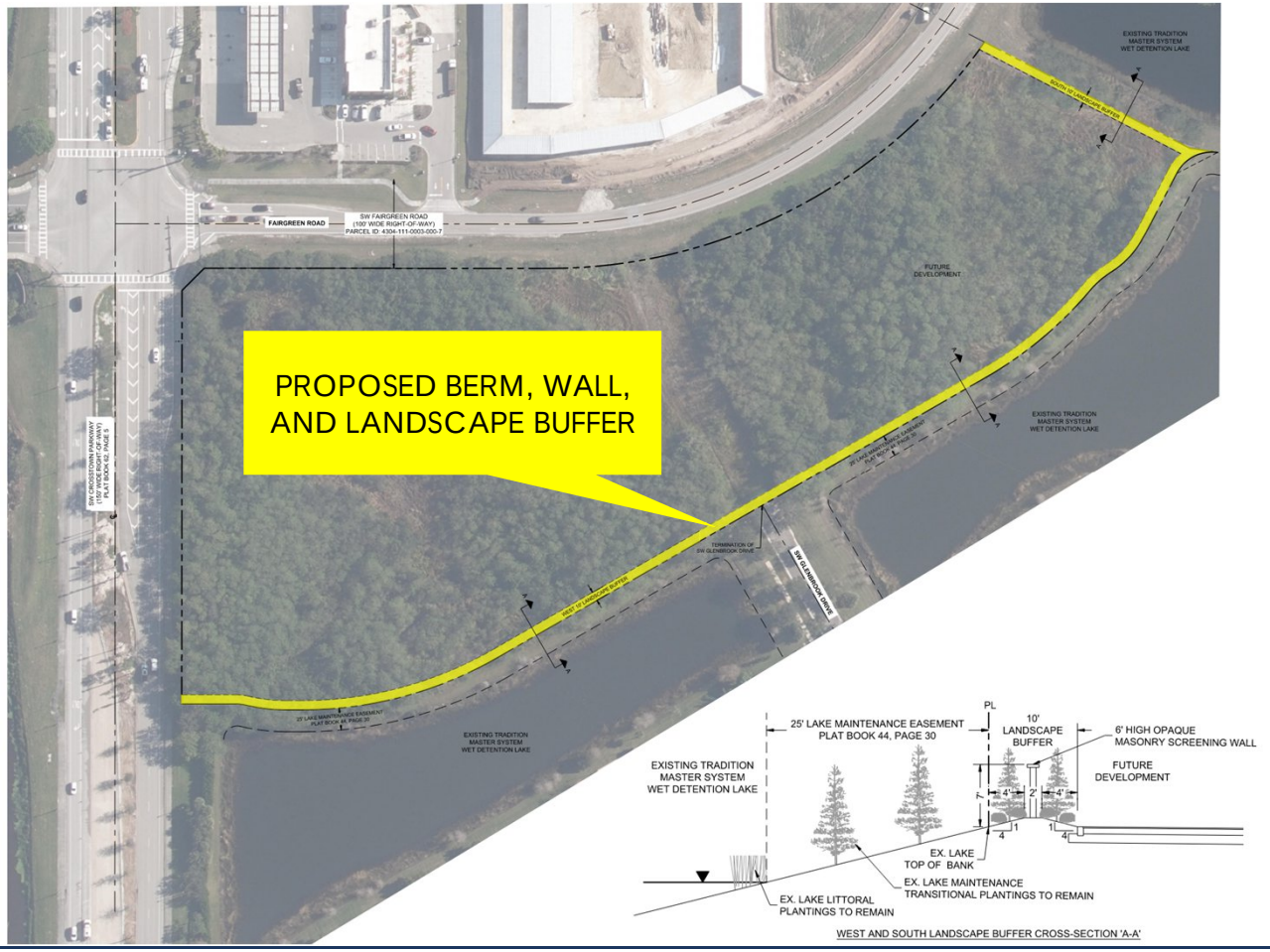
- Conceptual Commercial Use 2:
  Fast-Food Restaurant w/ Drive Thru
  Retail (6,250 SF, Strip Plaza)
  Convenience Store / Gas Station (5.5-10K SF, 16 fueling positions)
  Peak Hour: 327 Trips
  4.51% Project Significance to Crosstown Parkway
  4.97% Project Significance to Village Parkway
  0.96% Project Significance to Commerce Center Drive
  Near 0% Project Significance to Tradition Parkway
- Level of Significance Less than 5%, accounting for distribution

Traffic Impact – SW Fairgreen Rd

- SW Fairgreen Rd – No recorded counts or capacity in the St. Lucie TPO reporting.
- New trips routed primarily on the adjacent Major Roadways.
- Local roadway traffic consists of mostly pass-by capture for existing trips coming from residential area to the southeast, rather than Fairgreen Rd being used as a primary route for new trips.
- St Lucie TPO methodology – the impact to a local/non-major road (that provides access to development) from the Major Road network shall be analyzed at the intersection.
- Result – Intersection Improvements to Crosstown and Fairgreen will be constructed no later than December 31, 2027
- Access will be further assessed at time of final site plan submittal for any other required improvements that may be necessary (additional turn lanes, driveway/intersection spacing, etc).
- Traffic Impact Report for specific development use(s) provided at time of final site plan submittal

Landscape Buffer Exhibit

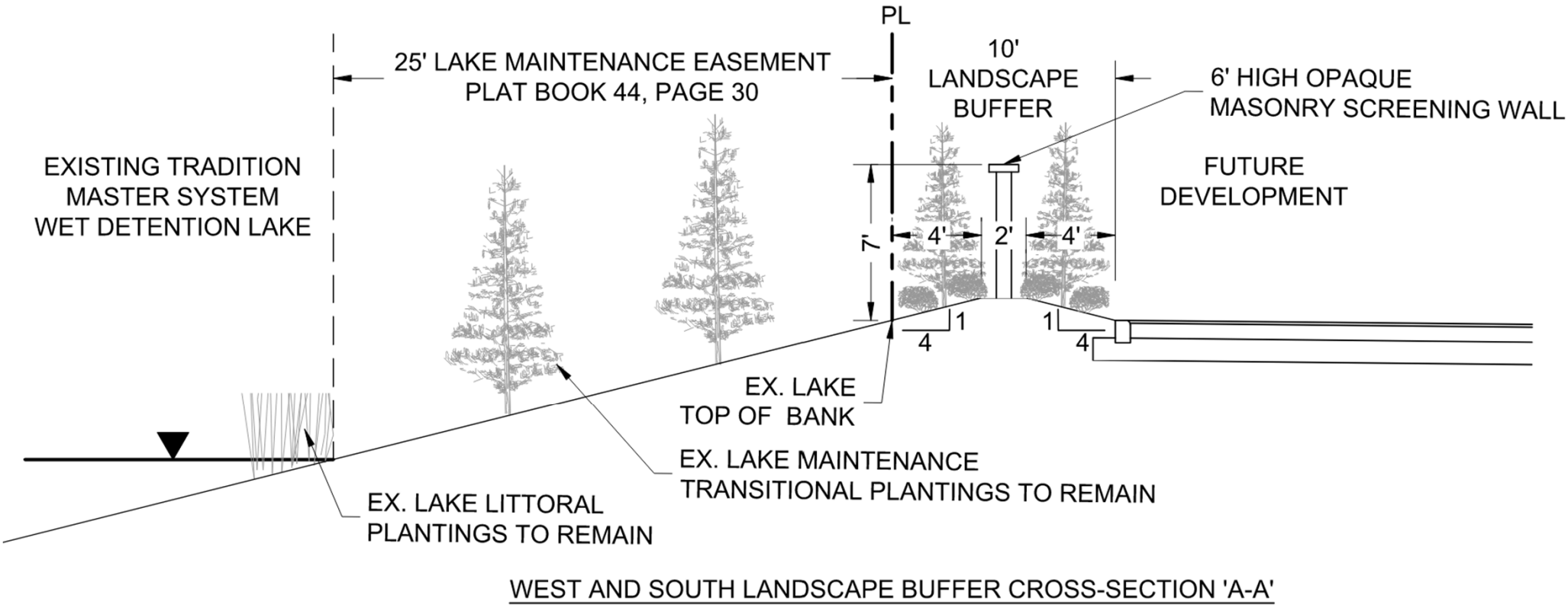
The applicant is in support of a condition that a wall with a landscape berm will be required along the property line that abuts Heritage Oaks and along the eastern property line when it abuts residential in PSL Section 35.



NORTH

HALEY WARD

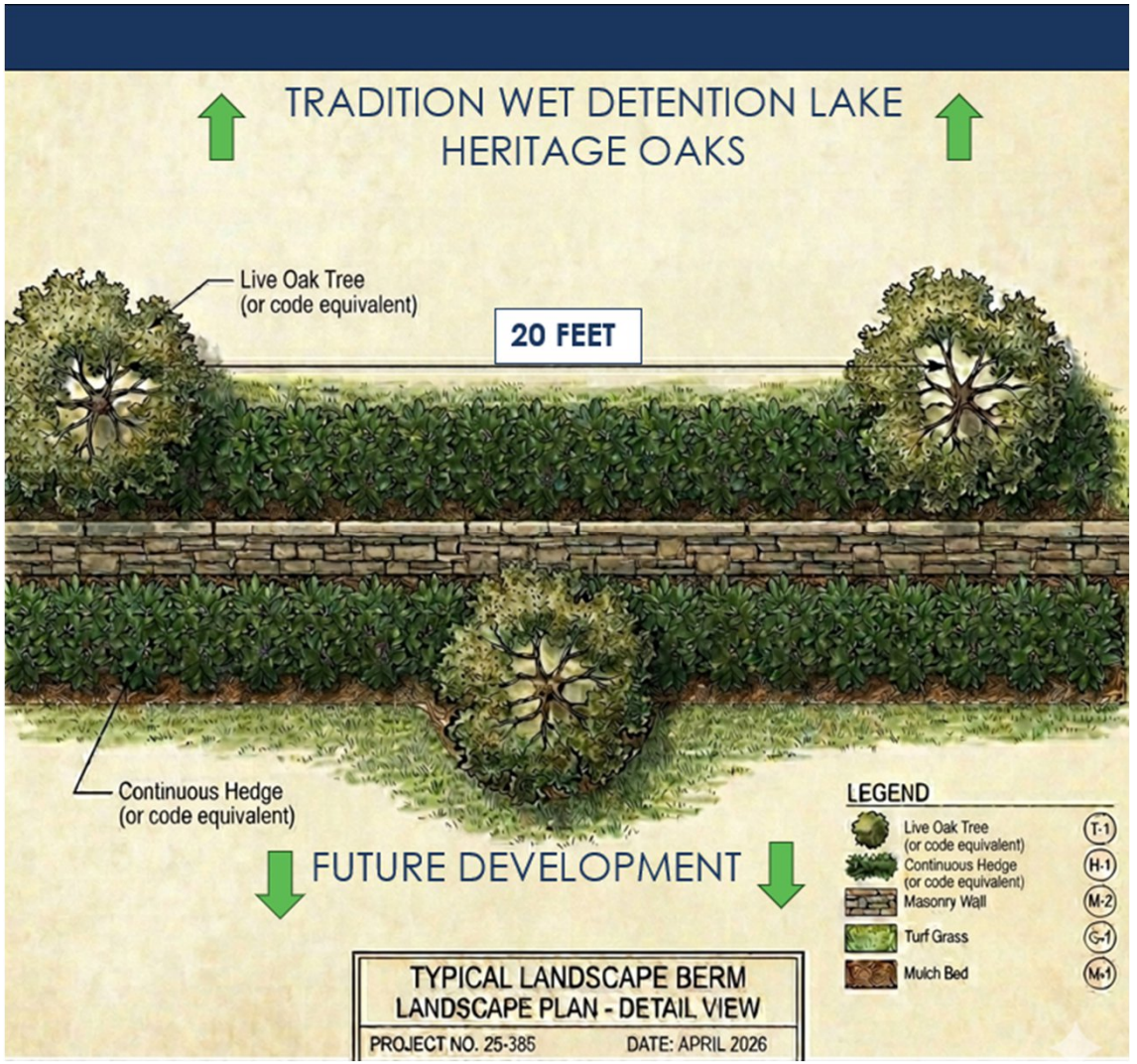
Landscape Buffer Exhibit



WEST AND SOUTH LANDSCAPE BUFFER CROSS-SECTION 'A-A'

HALEY WARD

Proposed Landscape Berm and Wall Typical Section



HALEY WARD

Summary & Conditions

- The request is to amend the Tradition MPUD and concept plan for two parcels from Residential use to Commercial use.
- Change of use on the subject property is not anticipated to result in adverse impacts to the Tradition DRI and proposes consistency with the recent Tradition DRI Amendment Resolution 25-R12.
- All commercial development on the site will be required to submit for final site plan and construction plan approval. Required to demonstrate compliance with the City of Port St. Lucie Code and the Tradition DRI including environmental, landscaping, lighting, drainage, utilities, access and traffic.

Summary & Conditions

The applicant agrees to the following conditions as apart of the Amended MPUD:

1. Future development of Parcel 11A shall require a minimum ten-foot enhanced landscape buffer strip and architectural wall in accordance with the Landscape Code along the eastern and southern boundaries of the property. The landscape buffer strips shall be located on the inside and outside of the architectural wall. One tree, at least 12 feet in height, shall be provided for each 20 linear feet of the landscape buffer strip, or fractional part thereof, and the wall shall be installed on a one (1) foot berm.
2. All lighting shall be shielded and/or oriented to prevent light spillover. A photometric plan shall be required with each site plan for future development of Parcel 11A.
3. The right-of-way connection to SW Glenbrook Drive shall be eliminated through legal documentation approved by the City Attorney's Office.

THANK YOU FOR YOUR TIME AND CONSIDERATION THIS EVENING

From: Jerline B.
To: Bridget Kean
Subject: Public Comment – Opposition to MPUD Amendment (P26-026)
Date: Wednesday, April 1, 2026 9:31:45 PM

Dear Planning & Zoning Board Members,

I am writing as a concerned resident regarding the proposed MPUD Amendment No. 16 (P26-026) to convert a portion of land near Crosstown Parkway and SW Fairgreen Drive from residential use to commercial use.

I respectfully oppose this amendment.

This area has been developed and valued as a family-oriented residential community. Introducing commercial zoning in this location would significantly change the character of the neighborhood in ways that many residents did not anticipate when choosing to live here. Increased traffic, congestion, noise, and safety concerns—especially for children and families—are inevitable outcomes of this type of change.

In addition, the existing green space and open areas are essential to maintaining the quality of life in our community. These spaces provide not only environmental benefits, but also a sense of balance, peace, and livability that cannot be replaced once lost. Preserving green areas should be prioritized over additional commercial expansion, particularly in already growing and densely developing areas.

Our community does not need more commercial development at the expense of residential integrity. What we need is thoughtful planning that protects families, reduces overcrowding, and maintains safe, accessible, and green environments.

I urge the Board and City Council to carefully consider the long-term impact of this amendment and to deny the proposed zoning change.

Thank you for your time and consideration.

Sincerely,
Jerline Baltimore
Resident of Fairgreen Community

Bridget Kean

From: Planning
Sent: Thursday, April 2, 2026 10:39 AM
To: Bridget Kean
Subject: FW: P26-026 - Tradition MPUD Amendment No. 16/ P&Z April 7th
Attachments: Public Comment Form

From: Tommie M. Fowler <Tommie.M.Fowler@stlucieco.gov>
Sent: Thursday, April 2, 2026 8:31 AM
To: Planning <Planning@cityofpsl.com>
Cc: Kori Benton <Kori.Benton@stlucieco.gov>; Benjamin Balcer <Benjamin.Balcer@stlucieco.gov>
Subject: P26-026 - Tradition MPUD Amendment No. 16/ P&Z April 7th

Good morning,

We received the attached public comment for P26-026 - Tradition MPUD Amendment No. 16, going to P&Z on April 7th.

Thank you & have a wondeful rest of the week.

Tommie Marie Fowler | Planning Tech | Planning and Development Services
Ph: 772-462-1584 | Fax: 772-462-1581 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

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Bridget Kean

From: noreply@formstack.com
Sent: Wednesday, April 1, 2026 8:56 PM
To: Benjamin Balcer; Kori Benton; Joseph Sabater; Tommie M. Fowler
Subject: Public Comment Form

SECURITY WARNING: This email originated from outside the County systems. Please show caution when clicking links or opening attachments unless you recognize the sender and know the content is safe.





Formstack Submission For: Public Comment Form

Submitted at 04/01/26 8:56 PM

Date of Meeting:	Apr 07, 2026
Board or Council :	Planning & Zoning Commission
Topic or Agenda Item:	P26-026 - Tradition MPUD Amendment No. 16
Your Comment:	I am a property owner located directly across the pond from the parcel under consideration and I respectfully request that the board deny the proposed rezoning from residential to commercial use. The intersection at Crosstown Parkway already experiences regular congestion, particularly for vehicles turning southbound, and traffic backs up multiple times per day; adding a high traffic commercial use at this location would increase vehicle volume, turning movements, and the risk of accidents while further straining an already impacted intersection. Commercial activity would also introduce sustained noise from vehicles, deliveries, and late night operations, and since the nearby Circle K was built there has been a noticeable increase in noise in this area, which additional commercial development would only intensify and further reduce the quality of life for surrounding residents. The existing tree line serves as a buffer between Crosstown Parkway and the homes to the south, and

	removing this vegetation would expose residences to increased noise, lighting, and roadway activity while also eliminating existing wildlife habitat. This proposed change is not compatible with the surrounding residential character and would introduce a level of intensity that does not align with the existing neighborhood. For these reasons, I respectfully urge the board to deny this rezoning request. Thank you for your time and consideration.
Your name:	Kevin Fess
Address:	10460 SW Southgate CT Port Saint Lucie, FL 34987
Email:	kmfess@gmail.com
Phone:	(772) 812-9962



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ADDITIONAL PUBLIC COMMENT ITEM 8D

From: aaraujo101
To: Bridget Kean
Subject: Notice to adjacent property owners request for Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No.16
Date: Saturday, April 4, 2026 10:22:10 AM

Sent from my Galaxy

Dear City Council Member

We are writing to express our strong opposition to the Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16.

We have lived in Port St. Lucie for 6 years, and what made us fall in love with this specific part of Florida was the peace, tranquility, and nature that our area provides. In particular, what enchanted me, Adriana, immensely were our beautiful pine trees; to me, they look like dreamy clouds or pom-poms due to their structure. Notably and unfortunately, more and more of these pines are disappearing, putting them on the path to extinction. Florida's native pines include the longleaf, slash, loblolly, and sand pines, which are vital ecosystems, and it is extremely important to support biodiversity by providing food and shelter for species like the endangered red-cockaded woodpecker, gopher tortoises, and white-tailed deer.

We, as residents of this area, have seen acres and more acres of these beautiful trees and others being cleared for the construction and continuation of Crosstown Parkway and residential and commercial areas. In our backyard, we have received an unprotected diversity of wildlife; among it, neighbors have reported videos and photos of Florida panthers, bobcats, coyotes, turtles, turkeys, wild pigs, and a deer running from a bobcat. Among the coyotes, our camera captured a black dog that did not belong to the coyote family; in fact, they seemed threatened by it. When I researched, I discovered that in the past there were black coyotes and even black wolves in Florida, but these are rare, and in the case of the wolf, it is extinct. I even brought this to the attention of the Wildlife Protection and Conservation Commission. Without research, we will never know if our beautiful Port St. Lucie was home to one of these special animals that are losing their habitat.

Now a bit about us: when we moved to Florida, we had the same mindset as many of wanting a green lawn, which requires extensive maintenance. But as we learned more about this beautiful part of the United States where we chose to make our home, we realized we had to do our part. We noticed that in our yard there were no birds or insects—and how could there be, with the amount of pesticide used to maintain grass? Our home also had no trees, so how could birds make our yard a refuge?

So we decided to make our yard more eco-friendly—and not just that. We decided to plant native trees, shrubs, and flowers to support our fragile ecosystem. As a result, in just two years we noticed a remarkable difference in the diversity of wildlife visiting our yard.

One detail I forgot to mention: we live right across from the property in question. Our trees are still young, so most of these beautiful creatures still seek refuge in the area in question.

Port St. Lucie has been losing a lot of green space due to this significant growth. In our specific area, there is no park. And not enough protected green spaces. We would love for this area to be restored with more native plants so that our beautiful creatures have a safe refuge. Please consider the effects of your decision, which will not only affect traffic, noise pollution —which is already significant, light pollution, and the peace of us residents, but especially our beautiful creatures.

We are extremely proud to have achieved gold standards for our efforts to make our yard more eco-friendly from IFAS.

Feel free to visit us to see for yourself the beautiful wildlife oasis that we recreated right across from the area in question.

We are doing our part! And you?

We plead that you please consider your actions and decisions. Think reasonably and most import, think and take action for those that don't have a voice. We trust you care and will do what is right!

Regards,

Adriana and Fernando Domingues

10640 SW Soughgate CT

From: Patricia Taylor
To: Mary Savage-Dunham
Cc: Sally Walsh; Jessica Heinz; Calleigh Nazario
Subject: FW: Zoning request
Date: Tuesday, April 7, 2026 8:38:42 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

For the record.

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: John Day <jmd34987@gmail.com>
Sent: Friday, April 3, 2026 7:56 PM
To: David Pickett <David.Pickett@cityofpsl.com>
Cc: Patricia Taylor <PTaylor@cityofpsl.com>
Subject: Zoning request

Dear City Council Member, David Pickett

I am writing to express my strong opposition to the Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16.

As a resident of Tradition and specifically abutting Heritage Oaks I am concerned with the proposed zone change. The original master plan of the property designated the parcel as residential. My current hope would be that it be donated by the owners and designated open space, purchased by the city or sold to a nature conservancy. The small community I retired to Port Saint Lucie from spent millions in bond issue money to preserve open space.It is also commonplace for development plans to require open space. Heritage Oaks itself has several areas which have been left natural or undeveloped…a home for animals and vegetation.

I believe the original vision for the Crosstown/ Village Parkway area has been modified enough. I cannot imagine the grand plan envisioned the issues the area currently experiences.

The exit off of Crosstown to Circle K/Fairgreen already creates a congestive traffic situation backing traffic up towards Publix on Crosstown. The left lane of Crosstown is often blocked by cars unable to get in the turn off lane attempting to turn onto Fairgreen when the turn light is red and the Crosstown light is green. An extension of the turn out lane has already been completed. The situation has worsened. The traffic circle on Village Parkway is automotive Russian Roulette.

Any allowed development of the property will only make the situation worse.

I thank you for your consideration.

John Day

From:	Patricia Taylor
To:	Mary Savage-Dunham
Cc:	Sally Walsh; Jessica Heinz; Calleigh Nazario
Subject:	FW: Homeowner concern about the about the request for Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026- Tradition MPUD Amendment No.16
Date:	Tuesday, April 7, 2026 8:39:54 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image008.png image009.png

For the record.

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: aaraujo101 <aaraujo101@aol.com>
Sent: Saturday, April 4, 2026 10:07 AM
To: David Pickett <David.Pickett@cityofpsl.com>
Cc: Patricia Taylor <PTaylor@cityofpsl.com>
Subject: Homeowner concern about the about the request for Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026- Tradition MPUD Amendment No.16

Dear City Council Member, David Pickett,

We are writing to express our strong opposition to the Amendment of MPUD Zoning

Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16.
We have lived in Port St. Lucie for 6 years, and what made us fall in love with this specific part of Florida was the peace, tranquility, and nature that our area provides. In particular, what enchanted me, Adriana, immensely were our beautiful pine trees; to me, they look like dreamy clouds or pom-poms due to their structure. Notably and unfortunately, more and more of these pines are disappearing, putting them on the path to extinction. Florida's native pines include the longleaf, slash, loblolly, and sand pines, which are vital ecosystems, and it is extremely important to support biodiversity by providing food and shelter for species like the endangered red-cockaded woodpecker, gopher tortoises, and white-tailed deer.

We, as residents of this area, have seen acres and more acres of these beautiful trees and others being cleared for the construction and continuation of Crosstown Parkway and residential and commercial areas. In our backyard, we have received an unprotected diversity of wildlife; among it, neighbors have reported videos and photos of Florida panthers, bobcats, coyotes, turtles, turkeys, wild pigs, and a deer running from a bobcat. Among the coyotes, our camera captured a black dog that did not belong to the coyote family; in fact, they seemed threatened by it. When I researched, I discovered that in the past there were black coyotes and even black wolves in Florida, but these are rare, and in the case of the wolf, it is extinct. I even brought this to the attention of the Wildlife Protection and Conservation Commission. Without research, we will never know if our beautiful Port St. Lucie was home to one of these special animals that are losing their habitat.

Now a bit about us: when we moved to Florida, we had the same mindset as many of wanting a green lawn, which requires extensive maintenance. But as we learned more about this beautiful part of the United States where we chose to make our home, we realized we had to do our part. We noticed that in our yard there were no birds or insects—and how could there be, with the amount of pesticide used to maintain grass? Our home also had no trees, so how could birds make our yard a refuge?

So we decided to make our yard more eco-friendly—and not just that. We decided to plant native trees, shrubs, and flowers to support our fragile ecosystem. As a result, in just two years we noticed a remarkable difference in the diversity of wildlife visiting our yard.

One detail I forgot to mention: we live right across from the property in question. Our trees are still young, so most of these beautiful creatures still seek refuge in the area in question.

Port St. Lucie has been losing a lot of green space due to this significant growth. In our specific area, there is no park. And not enough protected green spaces. We would love for this area to be restored with more native plants so that our beautiful creatures have a safe refuge. Please

consider the effects of your decision, which will not only affect traffic, noise pollution—which is already significant, light pollution, and the peace of us residents, but especially our beautiful creatures.

We are extremely proud to have achieved gold standards for our efforts to make our yard more eco-friendly from IFAS.

Feel free to visit us to see for yourself the beautiful wildlife oasis that we recreated right across from the area in question.

We are doing our part! And you?

We plead that you please consider your actions and decisions. Think reasonably and most import, think and take action for those that don't have a voice. We trust you care and will do what is right!

Regards,
Adriana and Fernando Domingues
10640 SW Soughgate CT

Sent from my Galaxy

From: Patricia Taylor
To: Mary Savage-Dunham
Cc: Sally Walsh; Calleigh Nazario; Jessica Heinz; Brandon Dolan; Melanie Lorenzo
Subject: FW: Request for Zoning Amendment P26-026
Date: Tuesday, April 7, 2026 8:40:40 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

For the record,

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: Carrie Dickinson <tpast@msn.com>
Sent: Saturday, April 4, 2026 10:30 AM
To: David Pickett <David.Pickett@cityofpsl.com>
Cc: Patricia Taylor <PTaylor@cityofpsl.com>; Shannon Martin <Mayor@cityofpsl.com>
Subject: Request for Zoning Amendment P26-026

Dear Mr. Pickett,

I own 9516 SW Flowermound Cir. In Heritage Oaks, the community directly across the small lake from the site of the proposed zoning amendment request.

I am vehemently opposed to the proposed zoning change on these parcels from Residental use to Retail/Office/Civic/Institutional use.

I have owned this house since 2009 and have really enjoyed the trees and wildlife we see across our lake. I always thought there may be a chance that these wooded lots would eventually be developed with residential units, and I'd have to accept that possibility. I never thought there would be a commercial use there. I can't imagine the extra traffic, noise, bright lights, trash and odors that may come from allowing a commercial use there. This would lower the value of my home and others in the community. I would have a very hard time ever renting or selling my home if there was a commercial use across the lake, especially if it was a Wawa as I continue to hear it may become.

I cannot attend the Planning & Zoning Board hearing regarding this proposal on April 7, 2026, but I would like to voice my opinion here that the zoning on these lots should not be changed to allow commercial use. Please forward this message to Board and/or Council members as appropriate.

Thank you,

Carrie Dickinson
Owner: 9516 SW Flowermound Cir.

From:	Patricia Taylor
To:	Mary Savage-Dunham
Cc:	Sally Walsh; Calleigh Nazario; Jessica Heinz; Brandon Dolan; Melanie Lorenzo
Subject:	FW: Opposition to Rezoning Near Fairgreen Rd & Crosstown Pkwy – Noise and Quality of Life Impact
Date:	Tuesday, April 7, 2026 9:29:15 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image008.png image009.png

For the record.

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: Dana <scrubsforlife@gmail.com>
Sent: Monday, April 6, 2026 2:04 PM
To: David Pickett <David.Pickett@cityofpsl.com>
Cc: Patricia Taylor <PTaylor@cityofpsl.com>; little-atom9y@icloud.com
Subject: Opposition to Rezoning Near Fairgreen Rd & Crosstown Pkwy – Noise and Quality of Life Impact

To Whom It May Concern,

I am a resident of Heritage Oaks, 9552 SW Flowermound Circle, located directly adjacent to the area under consideration for rezoning near Fairgreen Road and Crosstown Parkway.

I am writing to formally oppose the proposed rezoning of this parcel from residential to

commercial due to the already significant and ongoing noise impacts affecting this neighborhood.

At present, the noise level from Crosstown Parkway alone is substantial. Vehicles frequently accelerate from Village Parkway onto Crosstown, often braking at the Fairgreen intersection, and then accelerating again. This repeated pattern creates constant engine noise, including loud exhaust and muffler sounds. Additionally, horns, emergency vehicle sirens, and frequent accidents contribute to an already disruptive environment.

The situation is further intensified by the nearby gas station, where traffic entering and exiting the property generates additional noise at all hours. The presence of the adjacent lake appears to amplify and carry these sounds, making them more pronounced within our neighborhood.

As a result, I am unable to comfortably use my patio or enjoy my outdoor space. This has a direct impact on my quality of life and the quiet enjoyment of my property.

Introducing additional commercial zoning in this immediate area will predictably increase traffic volume, delivery vehicles, and overall activity, further compounding the existing noise problem. This is not a speculative concern—it is an extension of conditions that are already present and problematic.

I respectfully ask the City to:

- Deny the rezoning request based on incompatibility with the surrounding residential area
- Consider the cumulative noise impacts already affecting nearby homes
- Require a formal noise and traffic impact study before moving forward with any changes
- Protect the residential character and livability of this community

This is not simply about future development, but about the current, measurable impacts that residents are already experiencing on a daily basis.

In addition, I would like to raise a concern regarding consistency and fairness in how noise impacts have been addressed across the City.

In other areas—particularly east of I-95—the City has implemented noise abatement measures such as berms, walls, landscaping buffers, and has conducted noise and safety studies to protect residential communities from roadway impacts.

In contrast, west of I-95, including the area around Fairgreen Road and Crosstown Parkway, similar protections have not been provided. The only meaningful noise wall in this vicinity was installed by the Tradition development, not by the City, and it primarily benefits areas closer to that project. This leaves our neighborhood exposed, despite being directly impacted by the

same roadway infrastructure.

As Crosstown Parkway expanded, our area appears to have been left without comparable mitigation, despite experiencing significant and measurable effects from traffic noise and activity.

Approving additional commercial zoning in this already unprotected area would further increase:

- 24/7 lighting from commercial properties
- Extended hours of operation and associated noise
- Vehicle emissions and fuel-related fumes
- Trash collection and service vehicle activity

These are cumulative impacts layered on top of an existing problem that has not yet been addressed.

I also want to note that some residents, including myself, are particularly affected by high levels of noise due to medical or mental health considerations. I am currently on medical leave for PTSD, and excessive and unpredictable noise—like that already present from Crosstown Parkway and nearby traffic—has a measurable impact on my ability to rest, recover, and maintain health. Approving additional commercial zoning in this area would worsen conditions that already interfere with residents' well-being.

I respectfully ask the City to consider whether it is appropriate to intensify development in an area that has not received the same level of protection or mitigation as other parts of the community.

Thank you for your time and consideration.

Sincerely,
Dana Davidson

From:	Margaret Mucciolo
To:	Patricia Taylor; David Pickett
Subject:	Re: Subject: Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16.
Date:	Saturday, April 4, 2026 3:40:45 PM
Attachments:	image008.png image007.png image009.png image004.png image003.png image006.png image005.png image002.png image001.png

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Dear City Council Member, David Pickett

Thank you for responding to my letter, thank you for remaining open-minded and taking my comments into consideration before rendering your vote. With that in mind please also consider the following:

106 apartments or commercial zoning/building**:** As both residential and commercial development cause major damage to our ecosystems, my first preference is neither. However, I fear that is an unrealistic option and as such, for what it's worth I pick apartments. My hope would be the plans are such that land can be preserved for wildlife. This would help protect the wildlife that is protected by The Migratory Bird Treaty Act that calls this piece of land home. This also would provide more real estate value when you consider the view.

You note a positive motion for commercial versus residential being "prevent further rooftops in our city" I apologize as I am not 100% what this refers to as all building commercials or residential have rooftops, regardless of height the site line is there. Large commercial developments often feature massive parking lots and roofs. These "impervious surfaces" prevent water from soaking into the ground, leading to polluted storm-water running off that harm's aquatic ecosystems.

You mentioned road improvements as a positive step for commercial rather than residential development. The commercial developer proposes to extend the turn lane from Crosstown, extend the turning lane coming out of Fairgreen to Crosstown, and two lane all of Fairgreen from Crosstown to the stop sign on Fairgreen. As noted, these are much needed road improvements that would not be funded from our general fund.

Have studies regarding traffic increase caused by the commercial buildings been taken into consideration, WAWA is open 24/7. Have the road work changes been proven to manage the increased traffic caused by the development?

I truly believe the damage to wildlife needs to be taken into consideration. I'd like to add the Florida sandhill crane which are protected as a state designated threaten species, heron and egret covered by Migratory Bird Treaty Act to the wildlife I previously mentioned. I am sure there are many other protected species living on this piece of land that I cannot identify. For me this is reason enough not to move forward with development but, at the very least, not allowing rezoning from residential to

commercial.

Thank you for your time and your consideration.

On Friday, April 3, 2026 at 09:31:39 PM EDT, David Pickett <david.pickett@cityofpsl.com> wrote:

Ms. Mucciolo
Thank you for writing expressing your concern for the property located at Fairgreen and Crosstown. Currently the property is zoned to have up to 106 apartments on that parcel.
The current proposed change would eliminate that entitlement and change the property's zoning to commercial.
Additionally, I would like to address some of the issues that you wrote about as the land use change does not tell the full story.
The developer who has expressed interest in that property also proposes to extend the turn lane from Crosstown, extend the turning lane coming out of Fairgreen to Crosstown, and two lane all of Fairgreen from Crosstown to the stop sign on Fairgreen.
This are much needed road improvements that would not be funded from our general fund. I have been an advocate for the turn lane extension for quite some time now as I live back in that edition and experience the backup of traffic turning onto Fairgreen everyday.
I agree with you in wanting to have green space, but given the circumstances before us it's either allow 106 apartments on that property (which it is currently zone for) to further add to our frustration getting into or out of our neighborhood or allow the zoning to change to be commercial and prevent further rooftops in our city, while getting some much needed road improvements paid for by someone other than the taxpayers of Port St. Lucie.
This land amendment change has to go before the Planning and Zoning board before it comes to council and I will take your comments into consideration before I render my vote.
My mind is not made up, I am simply giving you more information that you might not have been made aware of.
Respectfully,
Dave Pickett

Get Outlook for iOS

From: Patricia Taylor <PTaylor@cityofpsl.com>
Sent: Friday, April 3, 2026 4:58:46 PM
To: Margaret Mucciolo <margaret.mucciolo@yahoo.com>; David Pickett <David.Pickett@cityofpsl.com>
Subject: RE: Subject: Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-

Tradition MPUD Amendment No. 16.

Good afternoon, Ms. Mucciolo,

Thank you for taking the time to share your concerns regarding the proposed Tradition MPUD Amendment No. 16. Your input as a nearby resident is important, and we appreciate you outlining the potential impacts related to traffic, environmental considerations, and overall community planning.

I have forwarded your email to the Planning and Zoning Department Director to ensure your comments are included in the official record and reviewed as part of the evaluation process.

This item is scheduled to be discussed at the upcoming meeting on Tuesday, April 7 at 6:00 PM in the Council Chambers, City Hall. You are welcome to attend and provide public comment should you wish to share your concerns directly.

Thank you again for your engagement in this matter.

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: Margaret Mucciolo <margaret.mucciolo@yahoo.com>
Sent: Friday, April 3, 2026 4:43 PM
To: David Pickett <David.Pickett@cityofpsl.com>
Cc: Patricia Taylor <PTaylor@cityofpsl.com>
Subject: Subject: Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16.

Dear City Council Member, David Pickett

My name is Margaret Mucciolo, I reside at 10540 SW Southgate Ct. Port Saint Lucie Fl. which is within 750 feet of the subject property request for residential to commercial rezoning. I am writing to express my strong opposition to the Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16.

Location Site: Residents have previously noted Crosstown Parkway was originally proposed, with the intention to move cars quickly across the city and not to be heavily developed with commercial, commercialization. The corner of Crosstown Parkway and Fairgreen is the planned site area for this development. This creates traffic issues and over development in an area that already has infrastructure issues. We need to maintain designated commercial-free, green spaces in this area.Directly across the area requesting rezoning is Circle K, as well as many other commercial properties. A Publix and a 7-11 Mini Market/gas station approximately ¼ mile away. We do not need additional commercial development.

Wildlife Conservation is a major concern. We have so many beautiful birds, eagles which are heavily protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act, and turtles which also are protected under the Federal Endangered Species Act of 1973 and of cause alligators which are protected in the state of Florida while no longer in danger they are protected by state law and federally designated as a “threatened” species due to their similarity appearance to the American crocodile they all call this stretch of land home. Our Ecosystem is a Public Trust that truly needs to be protected. Science relies on our ecosystems to provide essential services of which technology cannot fully reproduce. Our ecosystem helps support clean air and water, disease regulation – all supporting human health.

We don't own the planet Earth, we belong to it. And we must share it with our wildlife.” – Steve Irwin, renowned Australian wildlife expert and conservationist There is no need for a WAWA or any additional commercial/retail stores. Traffic is already unbearable, this would serve to the taking away of safe easy walking paths, an increase in noise level and air pollution, trash, bright lights are all within their reason for not allowing the rezoning.

Therefore, I urge you to oppose the rezoning of subject property. Thank you for your attention to this matter.

Sincerely,

Margaret Mucciolo

From: Jotform
To: Sally Walsh; Calleigh Nazario; Jessica Heinz
Subject: New Submission: Comments to be Heard
Date: Tuesday, April 7, 2026 5:09:22 PM

New Submission: Comments to be Heard

Meeting Date	04-07-2026
Name	ADRIANA DOMINGUES
Phone Number	(551) 404-5548
Email	aaraujo101@aol.com
I am a...	Resident
Is your address exempt from public records per Florida State Statute?	No
Association/Address	10640 sw southgate ct, Port st lucie, Fl, 34987
I would like to comment on:	Agenda Items
Name of Agenda Item:	Request for Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition-tradition MPUD AMENDMENT No.16
I am...	Opposed
Comments:	We are writing to express our strong opposition to the Amendment of MPUD Zoning Regulation Book and Concept Plan P26-026-Tradition MPUD Amendment No. 16. We have lived in Port St. Lucie for 6 years, and what made us fall in love with this specific part of Florida was the peace, tranquility, and nature that our area provides. In particular, what enchanted me, Adriana, immensely were our beautiful pine trees; to me, they look like dreamy clouds or pom-poms due to their structure. Notably and unfortunately, more and more of these pines are disappearing, putting them on the path to extinction. Florida's native pines include the longleaf, slash, loblolly, and sand pines, which are vital ecosystems, and it is extremely important to support biodiversity by providing food and shelter for species like the endangered red-cockaded woodpecker, gopher tortoises, and white-tailed deer.

We, as residents of this area, have seen acres and more acres of these beautiful trees and others being cleared for the construction and continuation of Crosstown Parkway and residential and commercial areas. In our backyard, we have received an unprotected diversity of wildlife; among it, neighbors have reported videos and photos of Florida panthers, bobcats, coyotes, turtles, turkeys, wild pigs, and a deer running from a bobcat. Among the coyotes, our camera captured a black dog that did not belong to the coyote family; in fact, they seemed threatened by it. When I researched, I discovered that in the past there were black coyotes and even black wolves in Florida, but these are rare, and in the case of the wolf, it is extinct. I even brought this to the attention of the Wildlife Protection and Conservation Commission. Without research, we will never know if our beautiful Port St. Lucie was home to one of these special animals that are losing their habitat.

Now a bit about us: when we moved to Florida, we had the same mindset as many of wanting a green lawn, which requires extensive maintenance. But as we learned more about this beautiful part of the United States where we chose to make our home, we realized we had to do our part. We noticed that in our yard there were no birds or insects—and how could there be, with the amount of pesticide used to maintain grass? Our home also had no trees, so how could birds make our yard a refuge?

So we decided to make our yard more eco-friendly—and not just that. We decided to plant native trees, shrubs, and flowers to support our fragile ecosystem. As a result, in just two years we noticed a remarkable difference in the diversity of wildlife visiting our yard.

One detail I forgot to mention: we live right across from the property in question. Our trees are still young, so most of these beautiful creatures still seek refuge in the area in question.

Port St. Lucie has been losing a lot of green space due to this significant growth. In our specific area, there is no park. And not enough protected green spaces. We would love for this area to be restored with more native plants so that our beautiful creatures have a safe refuge. Please consider the effects of your decision, which will not only affect traffic, noise pollution—which is already significant, light pollution, and the peace of us residents, but especially our beautiful creatures.

We are extremely proud to have achieved gold standards for our efforts to make our yard more eco-friendly from IFAS.

Feel free to visit us to see for yourself the beautiful wildlife oasis that we recreated right across from the area in question.

We are doing our part! And you?

We plead that you please consider your actions and decisions. Think reasonably and most import, think and take action for those that don't have a voice. We trust you care and will do what is right!

Regards,

Adriana and Fernando Domingues

10640 SW Soughgate CT

April 7, 2026

City of Port St Lucie Planning and Zoning Board
City of Port St Lucie City Council
121 Pt St Lucie Blvd, Bdg A
Port Saint Lucie, FL

RE: Rezoning application for the 9.48 ac of Open Space Tract 21, Tradition Plat No. 18

Thank you for the opportunity to give input on the change in zoning proposed for this land. It is directly behind my home (9528 SW Flowermound Circle). I am quite concerned regarding the impact this narrow strip of land would have on our neighborhood. Change can be difficult for all of us!

Additional residential options exist if Winding River Crosstown chose to withdraw their request for change. Townhouses, cottages could be built here. A wall or landscaping would be needed on the boundary to keep residents from entering our gated community and utilizing the amenities.

If retail/office/civic/institutional uses are approved, they have the potential for greater impact. Noise, lights, traffic and litter are a few of my concerns regarding a commercial project on the narrow strip of land.

The noise issue includes many cars arriving and leaving at various times of day. Trucks and vehicles often leave windows open with loud music playing. Vehicles often need muffler work or use sirens (this is already heard from Crosstown Parkway) but the existing landscaping helps baffle the sounds.

A business would need bright lights in their parking and entry areas for the safety of their customers. At night, the lake and surrounding properties are dark, which makes it wonderful to enjoy the peace and quiet of the lake and for sleeping with windows open. The one street light that currently shines on the lake isn't overwhelming but adding them along the 9.48 acres, and removing the landscaping and trees, would change our yards and homes.

The traffic on Crosstown Parkway and SW Fairgreen Drive is already a mess. The large residential neighborhood in this area back up getting on and off Crosstown Parkway. The stop light is often run and the turn into Circle K often backs up onto Crosstown.

Our HOA regularly cleans up trash that blows from Crosstown Parkway into the corner of Crosstown and Fairgreen. If a business does build there, assuming responsibility to keep trash from blowing into the lake just behind the land would be important.

The HOA for our gated community (Heritage Oaks of Tradition) uses landscaping and fences as a barrier to prevent uninvited individuals. While I would hope Winding River Crosstown would install a 10 foot concrete fence (which would help with the noise, lights and litter), other options could be helpful.

Being good neighbors is always important. I've focused on ways to alleviate the potential issues that a commercial project could have. These concerns would be alleviated if the zoning remains residential. If the City Council approves the rezoning request change the land zoning to commercial, the owners would need to make the investments in the property that I have described.

Thank you for considering my suggestions. Please include my letter in the records of this zoning application.

Sincerely,

Janet Edwards
9528 SW Flowermound Cir
Port St Lucie, FL 34987

City of Port St Lucie City Council

Diane H. McGinnis RN, BSN, Med
9522 SW Flowermound Circle
Port Saint Lucie, FL 34987
570-419-3797
dianemcginnis1@comcast.net

Dear Sir or Madame,

This letter in response to the proposed change of use request from residential to commercial by the owner of the two parcels of land at the southwest corner of Crosstown Parkway and Fairgreen Drive. We purchased our home in 2020. The main reason we bought it was the narrow lake behind our home that looks at those parcels of land. The scene from our lanai is tranquil and peaceful. We knew when we bought our home that townhomes might built and change our view. That was fine with us.

I was not able to attend the April 7, 2026 Planning and Zoning Board meeting. I did watch it on our TV. I agree with many of the key points made by the residents who are going to be affected by the proposed changes. I appreciate the Board's thoughtful response to everyone who spoke. There is one concern that was not mentioned. It became clear to me after our home was almost flooded two days after the April 7,2026 meeting.

Please look at the enclosed pictures of our home on April 9, 2026, after a few days of rain. As you can see the storm water was halfway up our driveway. The drain in the street in front of our house was clear of debris but was not draining well. The drain across the street from us did not appear to be draining at all. It was clear of debris also. The storm water backed-up into the street due to the height of the lake, which you can see was very high. My husband and I went to see the person in charge of the Tradition CDD. He told us that **all of Tradition** drains by gravity into the narrow lake behind our home. From there, it drains into The Barrow Canal. Unfortunately for us, many properties around us drain into that canal, including the Circle K, the Shopping Center and Storage business next to it. Many of the residential areas around us also drain into the canal. There is a retention pond on Fairgreen Drive, adjacent to the Storage business to stage the runoff and gradually release it into the canal. I think we have reached a tipping point.

When all of the commercial land on Fairgreen and Crosstown Parkway was greenspace, we did not have flooding issues. Now it is proposed to take another greenspace away for commercial space. Even if that space is used for residential townhomes, rainwater is still an issue. There will be 9.48 acres of concrete surfaces and roof to drain somewhere. What are the plans for rainwater control? Do you plan to put a retention pond on the property? Do you plan to divert rainwater from this parcel into the Barrow Canal or the narrow lake behind our home. Remember all of Tradition already drains into our narrow lake and then the Barrow Canal. A confluence of a few heavy days of rain and rainwater drainage from all of the properties in the

area that drain into the canal have created a problem for us. I am worried our home is going to have perpetual flooding issues. I hope decisions can be made to prevent this from happening.

One of the arguments I heard at the Zoning meeting for using the parcel on Crosstown and Fairgreen for commercial use, is that Port Saint Lucie is primarily a residential area and only has 6% commercial space. Tradition, I believe, has a plan for 2/3 of its's land for commercial space and 1/3 for residential. This parcel was at one time part of Tradition. It was planned as residential space. I find it hard to understand why we need more commercial space on the Crosstown Parkway. I love driving on the Parkway because it is mostly free of commercial space. It is beautiful and pleasant with greenspace on either side of the road. (You will not find me driving on St.Lucie West Blvd.! Too much stop and go traffic!)

I would love to see this parcel become a park so that everyone in the community could enjoy it. That would be in keeping with the character and beauty of the Crossway Parkway.

Respectfully,

Diane McGinnis



From:	Patricia Taylor
To:	Sally Walsh; Calleigh Nazario; Jessica Heinz
Cc:	Brandon Dolan; Melanie Lorenzo; Patricia Taylor
Subject:	FW: Immediate Concern Before Vote: Noise Study Omission and Request for Abatement Wall – Crosstown Parkway
Date:	Monday, April 13, 2026 12:20:05 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image008.png image009.png

For the record.

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: Dana <scrubsforlife@gmail.com>
Sent: Monday, April 13, 2026 12:16 PM
To: Shannon Martin <Mayor@cityofpsl.com>; Brandon Dolan <BDolan@cityofpsl.com>; Media <Media@cityofpsl.com>; CMO <CMO@cityofpsl.com>; David Pickett <David.Pickett@cityofpsl.com>; Patricia Taylor <PTaylor@cityofpsl.com>
Cc: mike.oleary@tcpalm.com; feedback@tcpalm.com; tony@orangepeelgazette.com; thesunlandcompany@gmail.com
Subject: Immediate Concern Before Vote: Noise Study Omission and Request for Abatement Wall – Crosstown Parkway

This is time-sensitive, as the Council is scheduled to vote within the hour.

I am writing regarding the proposed project along Crosstown Parkway and two primary concerns: the absence of a noise impact analysis and the inconsistent application of noise mitigation along the corridor.

After reviewing the Public Works memo, third-party review, and traffic study, I found that while traffic capacity and volume were analyzed, no evaluation was conducted on noise or quality-of-life impacts.

This is particularly concerning given existing conditions. Noise abatement measures were installed east of I-95 toward US-1, and a noise wall was constructed within the Tradition area along Crosstown Parkway (from Circle K to the C-24 Canal). However, west of I-95, similarly impacted communities—such as Heritage Oaks—have not received comparable protection.

My address is 9552 SW Flowermound Circle, Port St. Lucie, FL 34987.

The current materials include no noise study, no baseline measurements, no projected increases, and no mitigation strategies. As a result, decisions are being made without addressing how increased traffic will affect nearby residents.

I understand development will continue, but it should be done fairly and with minimal impact on residents' ability to enjoy their homes.

I am specifically requesting the installation of a noise abatement wall or berm along Crosstown Parkway from Fairgreen Drive to Village Parkway. This is a targeted and reasonable solution that would bring consistency to mitigation efforts already implemented in other sections of the corridor.

In addition, I request:

- A formal noise impact analysis
- Evaluation of existing conditions west of I-95
- Consistent application of noise mitigation standards

Thank you for your time and consideration.

Sincerely,
Dana Davidson

From: Planning
To: Bridget Kean
Subject: FW: Concern Regarding Wildlife Impact – Proposed Development at Crosstown Parkway & Fairgreen Road
Date: Thursday, April 30, 2026 3:30:12 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png
image009.png

P26-026 Comment to attached….. PZ Board May 5

Lorraine Prussing
Office Manager
Planning & Zoning Department
o. 772-871-7380

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: Pratt, Chanae <PRATTC8@ccf.org>
Sent: Thursday, April 30, 2026 2:51 PM
To: Planning <Planning@cityofpsl.com>
Cc: Chanae Cottrell <chancottrell@gmail.com>
Subject: Concern Regarding Wildlife Impact – Proposed Development at Crosstown Parkway & Fairgreen Road

Dear City Commission,

I am writing to express concern regarding the ongoing land clearing and proposed zoning changes for the property located at the corner of Crosstown Parkway and Fairgreen Road in Port St. Lucie, Florida.

This parcel currently supports a variety of wildlife, including a pack of coyotes, a bobcat, gopher tortoises, many varities of birds, and freshwater turtles. In recent weeks, I have

observed tree clearing activity, particularly in the central portion of the property and near the pond, which raises concern about the immediate and long-term impact on these animals.

Given that the surrounding area is already densely developed with residential housing and lacks meaningful green space corridors, displacement of wildlife from this site will likely result in animals moving into nearby neighborhoods. This poses risks both to the animals and to the community, including increased vehicle strikes, human-wildlife conflict, and loss of protected species.

I am particularly concerned about whether appropriate environmental assessments and wildlife relocation protocols are being followed—especially regarding protected species such as gopher tortoises, which require permitted relocation under Florida law. There is concern within the community that proper relocation measures may not be fully implemented.

I respectfully request:

- Clarification on whether an environmental impact assessment and wildlife survey have been completed for this property
- Confirmation that all required permits and relocation efforts for protected species are being obtained and properly executed
- Information on any opportunities for public input, including the upcoming zoning discussions scheduled for next week

If your organization is able to review this situation, provide guidance, or become involved in ensuring appropriate environmental protections, it would be greatly appreciated.

Thank you for your time and for any assistance you may be able to provide in protecting the wildlife and ecological integrity of this area.

Sincerely,

Chanae Pratt
chancottrell@gmail.com

Please consider the environment before printing this e-mail
Cleveland Clinic is a nonprofit, multispecialty academic medical center that's recognized in the U.S. and throughout the world for its expertise and care. Visit us online at http://www.clevelandclinic.org for a complete listing of our services, staff and locations. Confidentiality Note: This message is intended for use only by the individual or

entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. Thank you.

From:	Patricia Taylor
To:	Mary Savage-Dunham; Sally Walsh; Jessica Heinz
Cc:	Brandon Dolan; Melanie Lorenzo; Patricia Taylor
Subject:	FW: Tradition Zoning Changes Crosstown and Fairgreen
Date:	Friday, May 1, 2026 8:36:44 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image008.png image009.png

Good morning,

For the record.

Kind regards,

Patricia "Trish" L. Taylor
Executive Assistant
Office of the Mayor & City Council
Supporting:
Stephanie Morgan, Councilwoman, District 1
David Pickett, Councilman, District 2
o. 772-873-6472

City of Port St. Lucie | *Heart of the Treasure Coast*
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984

From: ik_md@yahoo.com <ik_md@yahoo.com>
Sent: Friday, May 1, 2026 6:06 AM
To: David Pickett <David.Pickett@cityofpsl.com>; Patricia Taylor <PTaylor@cityofpsl.com>
Subject: Tradition Zoning Changes Crosstown and Fairgreen

Mr. Pickett and team,

As residents of Vitalia in Tradition, Port St Lucie, we are against any zoning change regarding the subject area and are opposed to any commercial development adjacent to residential properties.

The over extension of commercial development in Tradition and adjacent areas must stop. There are many areas currently zoned for commercial development that can accommodate stores, restaurants, and gas stations, etc. The constant exemptions and zoning changes will impact property values, and demographics may degrade.

As an alternative, can we please consider creating a commercial zone West of the new high school where future residents can decide if they want to live in an area zoned for commercial properties.

We will actively monitor this subject and hope that you will give our suggestion serious consideration!

Regards,

Kathleen and Irfan Khan

12093 SW Marigold Ave

Port Saint Lucie, FL 34987

Agenda Summary

2026-479

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.d

Placement: First Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-49, Public Hearing, an Ordinance of the City of Port St. Lucie, Florida, Amending Ordinance 05-180, Adopted June 13, 2006 for Property Located East of McCarty Road and Approximately 1.25 Miles South of Midway Road (McCarty Road, LLC) to Modify Certain Conditions (P26-058)

Submitted By: Bridget Kean, AICP, Deputy Director Planning and Zoning

Strategic Plan Link: N/A - Development Application

Executive Summary: The City has received an application from Lucido and Associates on behalf of McCarty Road, LLC, property owner, to amend the ordinance that adopted the future land use map amendment for the project known as McCarty Road. Ordinance 05-180 was approved by the City Council in June 2006 that changed the land use for 72 acres, more or less, of property from St. Lucie County Agriculture 2.5 to City of Port St. Lucie Medium Density Residential (RM). The ordinance adopting the future land use amendment included specific conditions of approval for the development of the property.

McCarty Road, LLC, has applied to amend the McCarty Road PUD (P24-179). The proposed PUD amendment changes the name of the project to the Meadows PUD, revises the permitted uses from townhomes to single-family dwelling units, reduces the number of units from 530 multifamily units to 321 single family units, and updates required transportation and infrastructure improvements as well as other changes. Primary access to the property is moved from McCarty Road to E/W 5 along the project's southern boundary. An application to amend the annexation agreement has been submitted and is scheduled for the May 26, 2026 City Council meeting (P26-044).

Presentation Information: Staff may provide a short presentation.

Staff Recommendation: Move that the Council approve the amendment to Ordinance 05-180.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the amendment to Ordinance 05-180.
2. Move that the Council not approve the ordinance and provide staff direction.

Background: The McCarty Road property was annexed into the City on March 13, 2006 (OR 05-152). An annexation agreement was approved on March 13, 2026.

Issues/Analysis: Both the annexation agreement and the conditions of approval in Ordinance O5-180 anticipated access to the property via Midway Road to McCarty Road. With the development of Wylder to the east, the proposed PUD amendment depicts primary access at the property's southern border via the extension of E/W 5 from its current terminus in Wylder west to the McCarty/Meadows property. The proposed amendment to the future land use ordinance is to provide consistency with the proposed changes to the annexation agreement (P26-044). The proposed amendment to the annexation agreement was finalized pursuant to the discussions with the applicant and county staff, as applicable.

Financial Information: N/A

Special Consideration: The application for an amendment to the McCarty Road, LLC, annexation agreement (P26-044) and the application for amendment to the McCarty Road PUD (P24-179) are scheduled for the May 26, 2026 City Council meeting.

Location of Project: The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Staff Report
3. Applicant's Cover Letter
4. Ref: Ordinance 05-180
5. Staff Presentation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26134-10

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26 -

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING ORDINANCE 05-180, ADOPTED JUNE 13, 2006 FOR PROPERTY LOCATED EAST OF MCCARTY ROAD AND APPROXIMATELY 1.25 MILES SOUTH OF MIDWAY ROAD (MCCARTY ROAD, LLC) TO MODIFY CERTAIN CONDITIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (P26-058).

WHEREAS, the City of Port St. Lucie, Florida, ("City") has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, the City is committed to planning and managing the growth of the City; and

WHEREAS, on June 13, 2006, the City adopted Ordinance 05-180 designating approximately 71.52 acres (Property) owned by MCCARTY ROAD, LLC ("McCarty") as (RM) Medium Density Residential on the Comprehensive Plan Future Land Use Map ("FLUM Amendment"), subject to specified conditions in Section 1 of Ordinance 05-180 ("Conditions"); and

WHEREAS, the Conditions constitute data and analysis of the availability of facilities and services to support the FLUM Amendment, pursuant to Section 163.3177(6)(a)8, F.S.; and

WHEREAS, the City and McCarty agree it is appropriate to amend the Conditions within Ordinance 05-180 to reflect updated data and analysis regarding the availability of facilities and services to serve the FLUM Amendment Property based on the Annexation Agreement for the Property and Amendment to the Annexation Agreement (P26-044) (collectively "Annexation Amendment") this property is subject to that requires McCarty to provide certain facilities;1; and

1 The City reserves the right to impose new or additional conditions on future land use amendments for the Property that may be submitted in the future and

WHEREAS, as the Conditions constitute data and analysis, any updates to align Ordinance 05-180 with existing circumstances and commitments are not subject to the comprehensive plan amendment compliance review process under Section 163.3184, F.S.; and

WHEREAS, all conditions required for adoption of this Ordinance have been met, including the necessary hearings and public notices.

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

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

Section 2. Amendments. Ordinance 05-180 is hereby modified and amended as follows:

a. Condition 2 is hereby deleted in its entirety.

~~2. McCarty Road LLC agrees to participate in a special assessment district or other similar funding mechanism for the improvement of Midway Road from I-95 west to Okeechobee Road and to pay its fair share of the cost of such improvements.~~

b. Condition 3 is replaced in its entirety as follows:

3. ~~McCarty Road LLC agrees to pay its fair share costs for the improvements to McCarty Road.~~
Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD[2] northern property line just north of Williams Road south to the proposed secondary emergency access driveway.

c. Condition 6 is hereby amended as follows:

---

is not limited the requirements of the Annexation Amendment.
2 The Property is the subject of The Meadows Planned Unit Development ("PUD") rezoning application which has been filed to modify the McCarty Road PUD approved on August 24, 2009 (Ordinance 09-70)

6. The payment of a fee to the City of Port St. Lucie~~, in an amount to be determined by the City of Port St. Lucie,~~ in accordance with the City of Port St. Lucie's Cash Contribution in Lieu of Parks requirements and in accordance with the Annexation Amendment, to address the development's impact on the city's park and recreation system.

d. Condition 7 is hereby amended as follows:

7. Dedication to the City of Port St. Lucie of ~~75~~ 120 feet for a public right-of-way running along the southern boundary of the property where it borders the North Pointe Community (LTC Ranch) for a proposed roadway.

Section 4. Conflict. If any ordinances, or parts of ordinances, or if any sections or parts of sections of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately after its final adoption on second reading or after the "Effective Date" of the Annexation Amendment, whichever occurs last.

[This space left intentionally blank.]

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

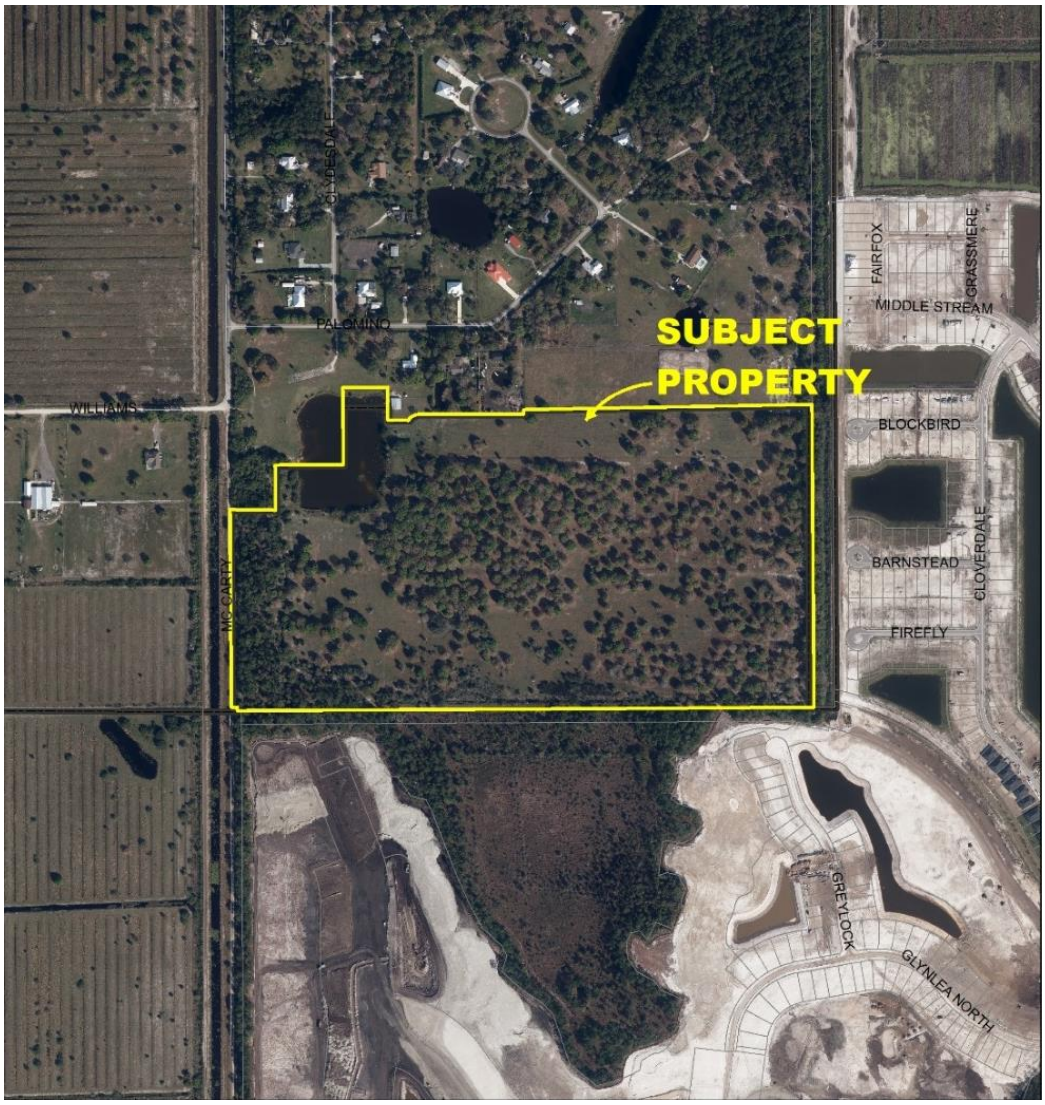
ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

Revised Ordinance for McCarty Road Future Land Use Amendment
P26-058



SUMMARY

Applicant's Request:	Revised CPA Ordinance McCarty Road, LLC
Agent:	Steve Garrett, Lucido and Associates
Applicant/Property Owner:	McCarty Road, LLC
Location:	The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road
Project Planner:	Bridget Kean, AICP, Deputy Director

Project Description

The City has received an application from Lucido and Associates on behalf of McCarty Road, LLC, property owner, to amend the ordinance that adopted the future land use map amendment for the project known as McCarty Road. On March 13, 2006, the City Council adopted Ordinance 05-152 approving the annexation of 72 acres, more or less, of property located south of Midway, east of McCarty Road, immediately south of the Pony Pines subdivision and annexation agreement for McCarty Road, LLC. On June 13, 2006, the City Council adopted Ordinance 05-180 approving a large scale future land use map amendment for the subject property that changed the future land use from St. Lucie County Agricultural 2.5 to City of Port St. Lucie Medium Density Residential (RM). The ordinance adopting the future land use amendment included specific conditions of approval for the development of the property similar to the requirements in the McCarty Road, LLC, annexation agreement.

In 2024, McCarty Road, LLC, applied for an amendment to the McCarty Road PUD (P24-179). The proposed PUD amendment changes the name of the project to the Meadows PUD, revises the permitted uses from townhomes to single-family dwelling units, reduces the number of units from 530 multifamily units to 321 single family units, and updates required transportation and infrastructure improvements as well as other changes. Primary access to the property is moved from McCarty Road to E/W 5 along the project's southern boundary. As a result of the new proposal, both the annexation agreement and ordinance adopting the comprehensive plan future land use map amendment must be revised. The annexation agreement and the conditions of approval in the future land use ordinance anticipated access to the property via Midway Road to McCarty Road. With the development of Wylder to the east, the proposed PUD amendment depicts primary access at the property's southern border via the extension of E/W 5 from its current terminus in Wylder west to the McCarty/Meadows property.

Proposed Amendment to Ordinance 05-180

The proposed amendment to the future land use ordinance removes and/or revises certain conditions of approval as shown below and in the proposed ordinance with additions shown as underlined and deletions shown as ~~strikethrough~~:

1. McCarty Road, LLC, installs or causes to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the property.
2. ~~McCarty Road, LLC, agrees to participate in a special assessment district or other similar funding mechanism for the improvement of Midway Road from I-95 west to Okeechobee Road and to pay its fair share of the cost of such improvements.~~
3. ~~McCarty Road, LLC, agrees to pay its fair share costs for the improvements to McCarty Road~~. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD northern property line just north of Williams Road south to the proposed secondary emergency access driveway
4. McCarty Road, LLC, agrees, if necessary, to dedicate additional right-of-way along McCarty Road.
5. McCarty Road, LLC, agrees to pay the city $636,000 as consideration to ensure that public facilities (excluding water, waste water and irrigation) exist to serve the property and to provide concurrency for development of the property pursuant to the proposed land use and potential for development of 530 residential units.
6. The payment of a fee to the City of Port St. Lucie, i~~n an amount to be determined by the City of Port St. Lucie~~, in accordance with the City of Port St. Lucie's Cash Contribution in Lieu of Parks requirements and in accordance with the Annexation Amendment, to address the development's impact on the city's park and recreation system.
7. Dedication to the City of Port St. Lucie of ~~75~~ 120 feet for a public right-of-way running along the southern boundary of the property where it borders the North Pointe Community (LTC Ranch) for a proposed roadway.

Staff Analysis

The proposed amendment to the future land use ordinance is to provide consistency with the proposed changes to the annexation agreement (P26-044). The proposed amendment to the annexation agreement was finalized pursuant to the discussions with the applicant and county staff, as applicable.

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.

lucido & associates
Land Planning / Landscape Architecture

April 21, 2026 *VIA DIGITAL DELIVERY*

Bridget Kean
Planning and Zoning Department
City of Port Saint Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: The Meadows Comprehensive Plan Text Amendment FKA McCarty / McCarty Choice
City Project Number: P26-XXX

Dear Bridget:

Please accept this letter and attached Documents as a request to process a Comprehensive Plan Text Amendment for Ord 05-180. The Meadows (formerly known as McCarty Road) is proposing revisions to the current Comprehensive Plan to incorporate updated text and agreements.

1. Cover Letter
2. Agent Authorization
3. Amended Ordinance

Sincerely,

Derrick Phillips
Project Manager

P05-326

COUNCIL ITEM 5 J
DATE 6/13/06

ORDINANCE 05-180

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A LARGE SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR MCCARTY ROAD, LLC (P05-326), TO CHANGE THE FUTURE LAND USE DESIGNATION FROM 71.532 ACRES OF AG-2.5 (ST. LUCIE COUNTY AGRICULTURAL 2.5) TO RM (CITY OF PORT ST. LUCIE MEDIUM DENSITY RESIDENTIAL) FOR A PARCEL LEGALLY DESCRIBED AS THE SOUTH 1,290.46 FEET OF THE SOUTHWEST 1/4 LYING SOUTH OF PONY PINES UNIT 1, SECTION 9, TOWNSHIP 36 SOUTH, RANGE 39 EAST, LESS THE EAST 46 FEET FOR CANAL RIGHT-OF-WAY AND LESS THE WEST 98 FEET FOR ROAD AND CANAL RIGHT-OF-WAY, ST. LUCIE COUNTY, FLORIDA, LOCATED SOUTH OF MIDWAY ROAD AND EAST OF MCCARTY ROAD BETWEEN PONY PINES AND THE LTC RANCH; 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, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, the City of Port St. Lucie has received an application from G.T. Kelly (McCarty Road, LLC – P05-326) for a large scale amendment to amend the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 71.532 acres from the future land use designation of AG-2.5 (St. Lucie County Agricultural 2.5) to the future land use classification of RM (City of Port St. Lucie Medium Density Residential), legally described in Exhibit "A" and located south of Midway Road and east of McCarty Road between Pony Pines and the LTC Ranch; and

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF PORT ST. LUCIE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORDS ON FILE IN THIS OFFICE

CITY CLERK

BY DEPUTY CLERK

DATE 5-22-06

(CITY SEAL)

ORDINANCE 05-180

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et. Seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P05-326) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council has prepared this amendment to the City's Comprehensive Plan as a Large Scale Amendment in accordance with Section 163.3184, Florida Statutes, and the proposed amendment has been reviewed by the Department of Community Affairs; and

WHEREAS, two (2) public hearings with due notice have been held by the City Council to inform the public and receive comments and objections; and

WHEREAS, the Port St. Lucie City Council desires to hereby formally adopt this amendment P05-326 to the City's Comprehensive Plan.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

The Future Land Use Map is hereby amended to designate approximately 71.532 acres of land located south of Midway Road and east of McCarty Road between Pony Pines and the LTC Ranch, and legally described in Exhibit "A" by changing the future land use designation from AG-2.5 (St. Lucie County Agricultural 2.5) to the future land use

classification of RM (City of Port St. Lucie Medium Density Residential) subject to the following conditions:

1. McCarty Road LLC installs or causes to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the property.
2. McCarty Road LLC agrees to participate in a special assessment district or other similar funding mechanism for the improvement of Midway Road from I-95 west to Okeechobee Road and to pay its fair share of the cost of such improvements.
3. McCarty Road LLC agrees to pay its fair share costs for the improvements to McCarty Road.
4. McCarty Road LLC agrees, if necessary, to dedicate additional right-of-way along McCarty Road.
5. McCarty Road LLC agrees to pay the city $636,000 as consideration to insure that public facilities (excluding water, waste water and irrigation) exist to serve the property and to provide concurrency for development of the property pursuant to the proposed land use and potential for development of 530 residential units.
6. The payment of a fee to the City of Port St. Lucie, in an amount to be determined by the City of Port St. Lucie, to address the development's impact on the city's park and recreation system.
7. Dedication to the City of Port St. Lucie of 75 feet for a public right-of-way running along the southern boundary of the property where it borders the North Pointe Community (LTC Ranch) for a proposed roadway.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this comprehensive plan amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolutions shall be sent to the Department of Community Affairs.

ORDINANCE 05-180

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 13th day of June, 2006.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY: _____
Robert E. Minsky, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Roger G. Orr, City Attorney

ORDINANCE 05-180

EXHIBIT "A"

LEGAL DESCRIPTION

The South 1290.46 feet of the Southwest 1/4 lying South of PONY PINES UNIT 1, Section 9, Township 36 South, Range 39 East LESS the East 46 feet for canal right-of-way and LESS the West 98 feet for road and canal right-of-way, St. Lucie County, Florida.

PROPERTY ACREAGE

71.532 Acres, more or less.

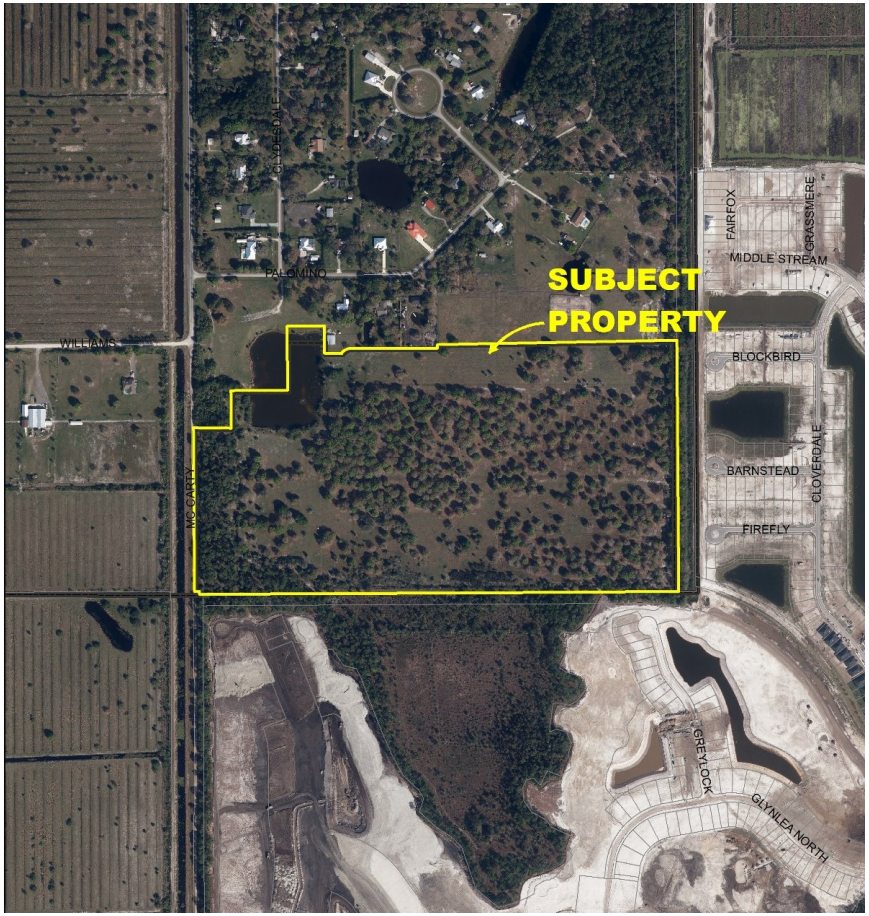
Revised Ordinance for McCarty Road Future Land Use Amendment
P26-058

City Council Meetings
May 26, 2026 and June 8, 2026

Request Summary

Owner:	McCarty Road, LLC
Applicant:	Lucido and Associates
Location:	The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road
Request:	Amend the ordinance that adopted the future land use map amendment for McCarty Road.

Location Map



PORT ST. LUCIE
HEART OF THE TREASURE COAST

Project Background

- On March 13, 2006, the City Council adopted Ordinance 05-152 approving the annexation of 72 acres, more or less, of property located south of Midway, east of McCarty Road, immediately south of the Pony Pines subdivision and an annexation agreement for a project known as McCarty Road, LLC.

- On June 13, 2006, the City Council adopted Ordinance 05-180 approving a large future land use map amendment for the property that changed the land use from St. Lucie County Agricultural 2.5 to City Medium Density Residential (RM).

- The ordinance adopting the future land use amendment included specific conditions of approval for the development of the property.

New Applications

- McCarty Road, LLC, has applied for an amendment to the McCarty Road PUD (P24-179) that revises the project to single-family units, reduces the development intensity, and updates required transportation and infrastructure improvements and other changes.
- Primary access to the property is moved from McCarty Road to E/W 5 along the project's southern boundary via the extension of E/W 5 from its current terminus in Wylder west to the McCarty/Meadows property.
- The proposed changes require an amendment to the annexation agreement (P26-044). The original agreement anticipated access to the property via Midway Road to McCarty Road.

Proposed Changes to the Future Land Use Ordinance

- The proposed amendment to the future land use ordinance (OR 05-180) removes the requirement for the property owner to participate in a special assessment district or other similar funding mechanism for improvements to Midway Road.
- It replaces the requirement for funding improvements to McCarty Road with a requirement for a portion of McCarty Road to be chipped and sealed from the currently stabilized section of the roadway to the proposed secondary emergency access driveway for the Meadows PUD.
- The proposed amendment identifies that the required payment of a fee for the development's impact on the city's park and recreation system is addressed in the amendment to the annexation agreement.

Staff Analysis

- The proposed amendment to the future land use ordinance is to provide consistency with the proposed changes to the annexation agreement (P26-044).
- The proposed amendment to the annexation agreement was finalized pursuant to the discussions with the applicant and county staff, as applicable.

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.

Agenda Summary

2026-463

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.e

Placement: First Reading of Ordinances / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Ordinance 26-50, Quasi-Judicial, Public Hearing, an Ordinance Providing for the First Amendment to the Planned Unit Development Conceptual Development Plan and Zoning District and Regulations for McCarty Road PUD Located East of McCarty Road and Approximately 1.25 Miles South of Midway Road (P24-179).

Submitted By: Cody Sisk, Planner III

Strategic Plan Link: N/A - Development Application

Executive Summary (General Business): The City has received a request for the first amendment to the McCarty Road Planned Unit Development (PUD), submitted by Lucido and Associates, the applicant, for the property owner McCarty Road LLC. The subject property is located east of McCarty Road and approximately 1.25 miles south of Midway Road and consists of approximately 72.02 acres. The Future Land Use designation is Multifamily Residential (RM), and the zoning district is PUD zoning. The request is to amend the PUD document to revise the project name from McCarty Road PUD to the Meadows, revise the permitted uses from townhomes to single-family dwelling units, reduce the number of units from 530 multifamily units to 321 single family units, establish development standards for the dwelling units, revise the concept plan, update the transportation improvements and other miscellaneous changes.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council approve the PUD amendment as recommended by the Planning and Zoning Board.

Alternate Recommendations:

1. Move that the Council amend the recommendation and adopt the Ordinance
2. Move that the Council not adopt the Ordinance and provide staff direction.

Background: The Planning and Zoning Board recommended approval of the proposed PUD amendment and concept plan at their May 5, 2026 meeting.

Issues/Analysis: The proposed PUD is attached as Exhibit “A” of the staff report. The changes are included in the PUD document and are shown as ~~strike through~~ and underlined. This PUD amendment is consistent with the direction and policies of the Comprehensive Plan.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road.

Business Impact Statement: N/A

Attachments:

1. Ordinance
2. Staff Report
3. Exhibit “A”
4. Public Works Traffic Memo
5. Staff Presentation

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 24324-03

Legal Sufficiency Review:
Reviewed by Carly Fabien, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-XX

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING FOR THE FIRST AMENDMENT TO THE PLANNED UNIT DEVELOPMENT CONCEPTUAL DEVELOPMENT PLAN AND ZONING DISTRICT AND REGULATIONS FOR MCCARTY ROAD PUD LOCATED EAST OF MCCARTY ROAD AND APPROXIMATELY 1.25 MILES SOUTH OF MIDWAY ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (P24-179).

WHEREAS, Lucido and Associates, (the "Applicant") has applied to amend the McCarty Road Planned Unit Development Conceptual Development Plan and Zoning District and Regulations (P24-179) ("McCarty Road PUD"); and

WHEREAS, the McCarty Road PUD is east of McCarty Road and approximately 1.25 miles south of Midway Road and more particularly described in Exhibit 7 of attached composite Exhibit "A"; and

WHEREAS, the McCarty Road PUD was originally approved by Ordinance 09-70; and

WHEREAS, the Applicant seeks to amend the McCarty Road PUD Conceptual Development Plan and Zoning District and Regulations as depicted in Composite Exhibit "A" to this Ordinance ("Amended PUD Document"); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on May 5, 2026, to consider the proposed Amended PUD Document, notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on May 26, 2026, to consider the Amended PUD Document, advertising of the public hearing having been made; and

WHEREAS, based on substantial and competent evidence, including but not limited

to, staff recommendations and materials, the Site Plan Review Committee recommendations, the Planning and Zoning Board recommendations, comments made at the public hearing, and careful consideration of the issues and evidence, the City Council finds that the proposed Amended PUD Document is consistent with Article of X Chapter 158 of Title XV of the Port St. Lucie City Code.

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

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

Section 2. That the McCarty Road PUD Conceptual Development Plan and Zoning District and Regulations is amended as depicted in the Amended PUD Document and attached as Composite Exhibit "A", subject to the following condition.

1. The proposed amendment to the annexation agreement (P26-046) shall be approved prior to the first reading of the ordinance for proposed PUD amendment.

Section 3. The Amended PUD Document shall be the internal PUD design standard.

Section 4. Conflict. If any ordinances, or parts of ordinances, or if any sections or parts of sections of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately after its final adoption.

[This space left intentionally blank.]

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

THE MEADOWS

Planned Unit Development PUD

APPLICATION FOR PUD AMENDMENT #1

City Project Number: P24-179
Ordinance -
PSLUSD Project No: 11-992-00

Prepared for:

McCarty Road, LLC
8144 Okeechobee Blvd, Suite B
West Palm Beach, FL 33411

Prepared by:
Lucido & Associates
701 SE Ocean Boulevard
Stuart, FL 34994

April 28, 2026

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PROJECT TEAM

PROPERTY OWNER/APPLICANT

McCarty Road, LLC
8144 Okeechobee Blvd, Suite B
West Palm Beach, FL 33411

APPLICANT

Berry Development USA, LLC
3801 PGA Blvd, Suite 806
Palm Beach Gardens, FL 33410

AGENT/LAND PLANNER

Lucido & Associates
701 SE Ocean Blvd
Stuart, FL 34994

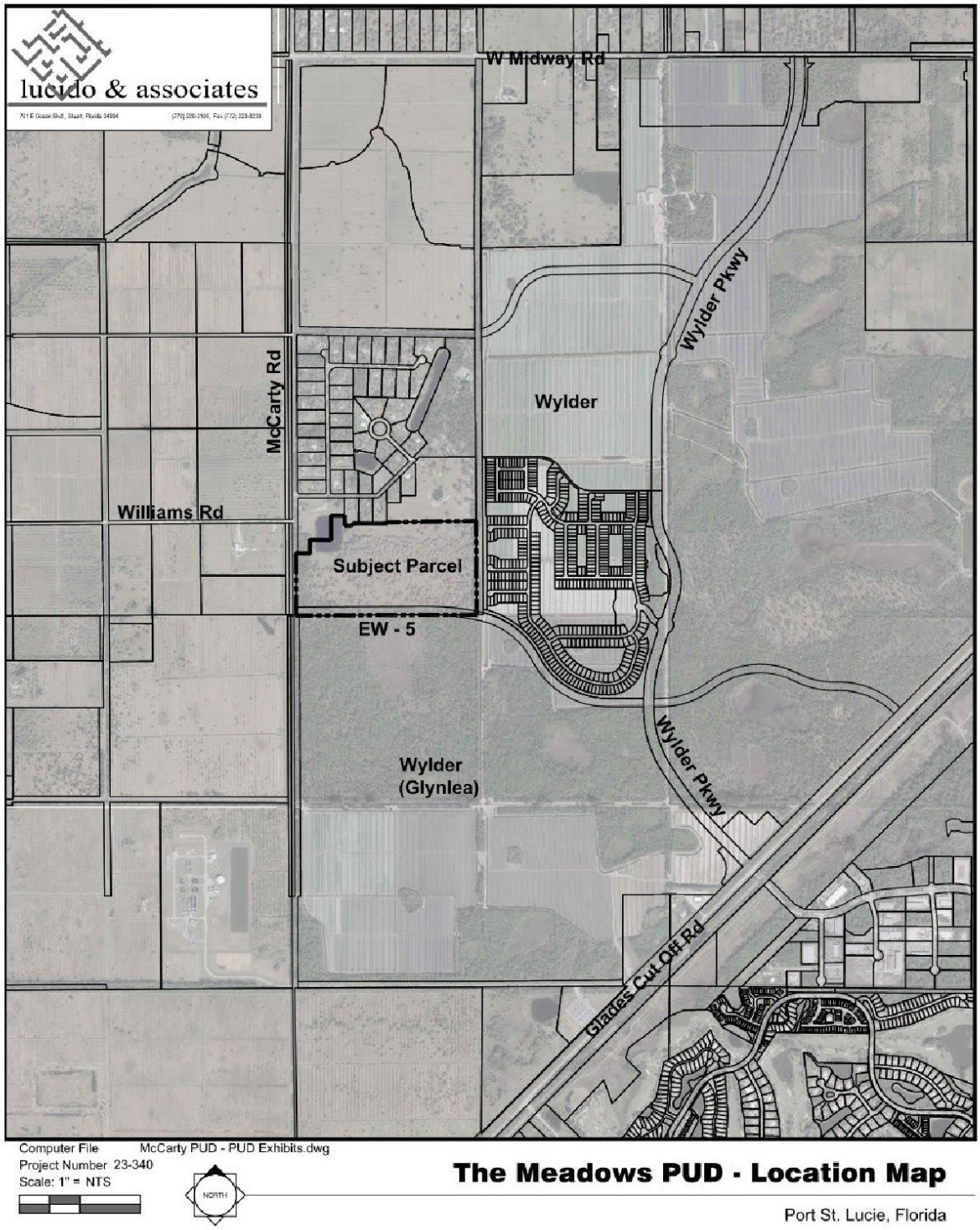
ENGINEER

Kimley-Horn
445 24th St, Suite 200
Vero Beach, FL 32960

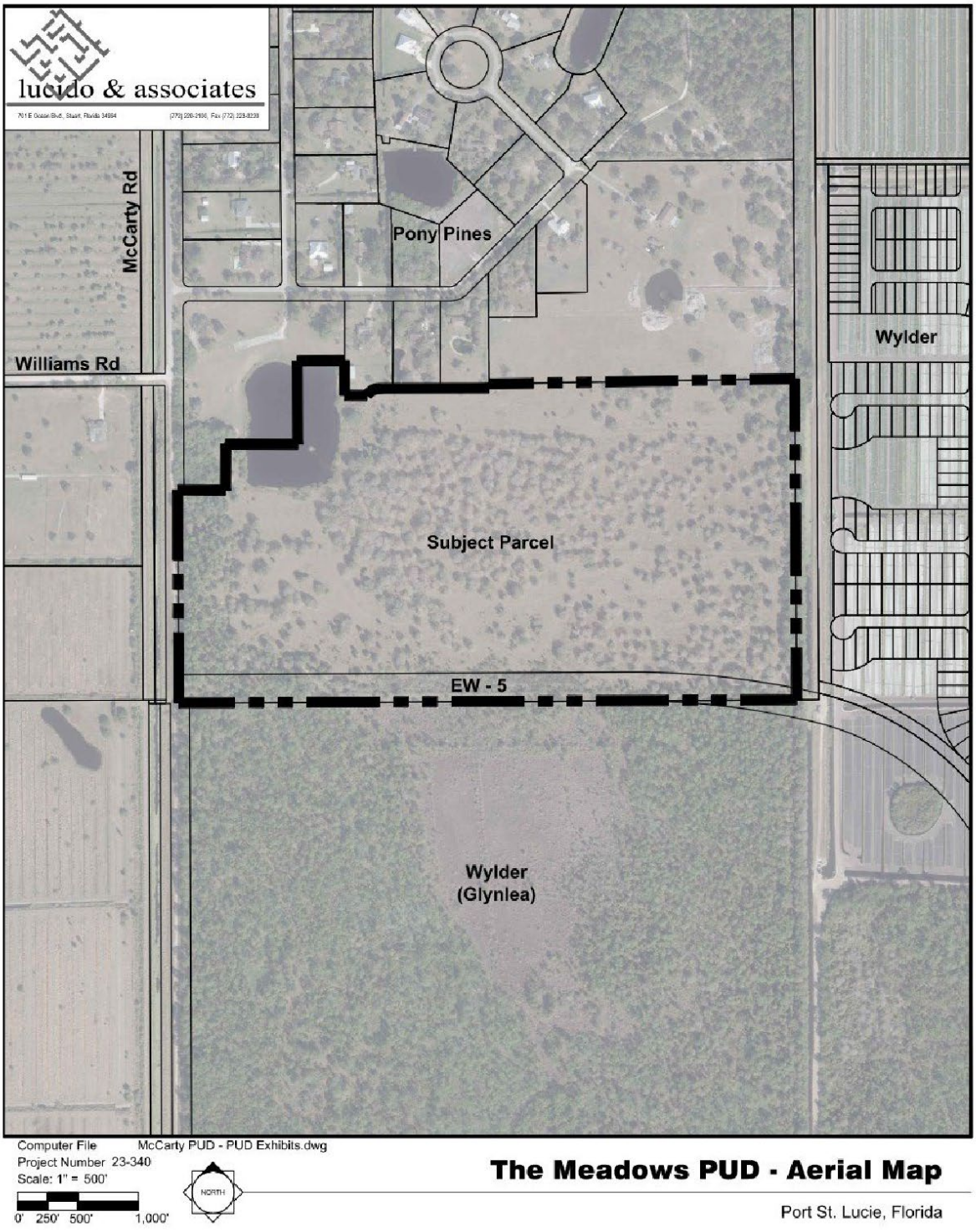
INTRODUCTION

The Meadows PUD proposed development area is approximately 71.532 acres located in the northern portion of the City of Port St. Lucie's Western Annexation Area south of Midway Road, just east of McCarty Road. The intent of this PUD is to amend the existing PUD Ordinance containing Residential and Open Space areas consistent with Policy 1.1.4.1.b; Medium density Residential (RM). While the underlying future land use district yields a maximum density of 11.00 DU's per gross acre, the proposed development is currently limited to 4.46 du/ac. [321 units/72.02 acres]

LOCATION MAP



AERIAL MAP


lucido & associates
McCarty Rd
Williams Rd
Pony Pines
Wylder
Subject Parcel
EW - 5
Wylder
(Glynlea)
Computer File McCarty PUD - PUD Exhibits.dwg
Project Number 23-340
Scale: 1" = 500'
0' 250' 500' 1,000'
NORTH
The Meadows PUD - Aerial Map
Port St. Lucie, Florida

LAND USE and ZONING MAP

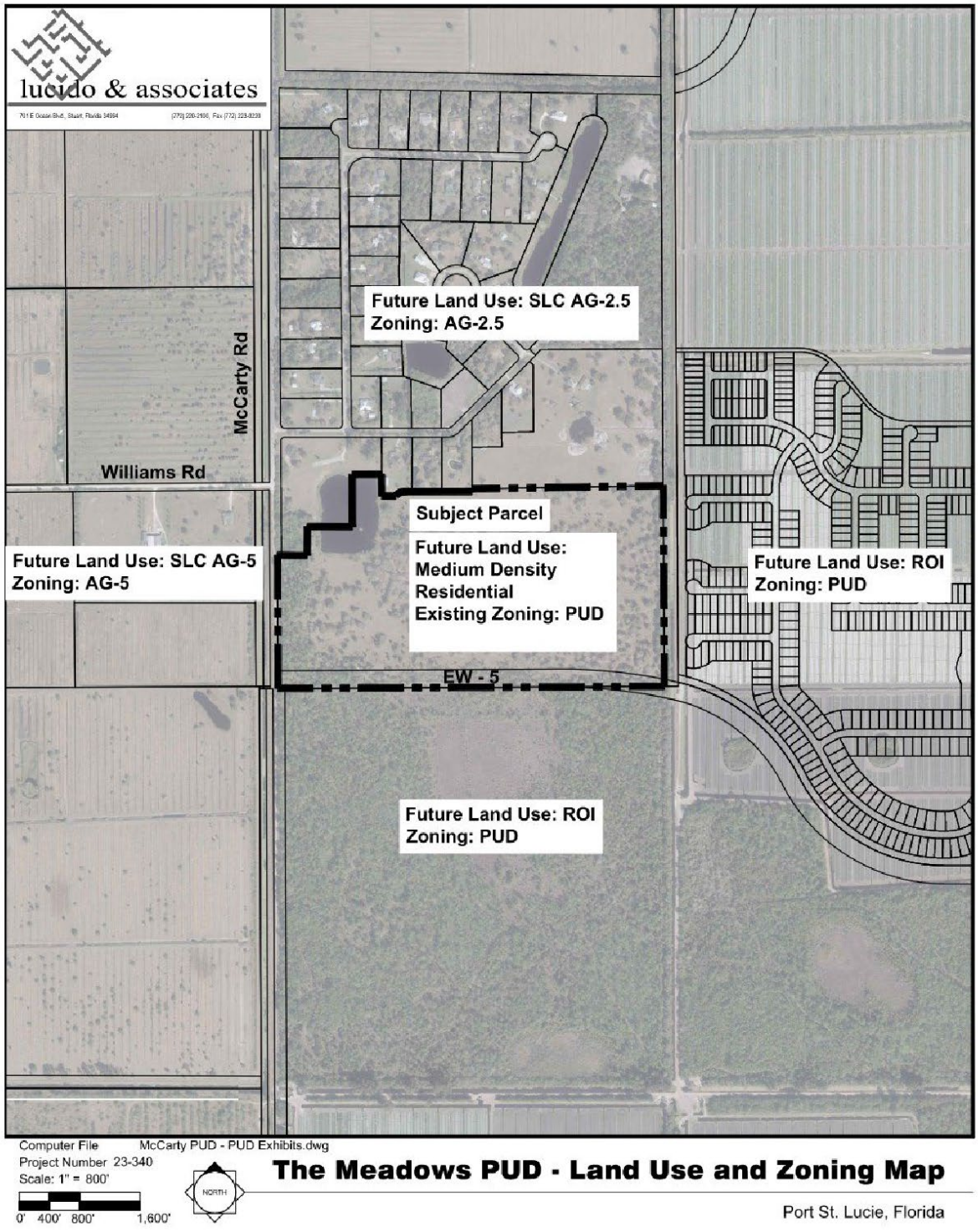


EXHIBIT 1

PUD AMENDMENT APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Lucido and Associates - Derrick Phillips dphillips@lucidodesign.com

PROPERTY OWNER:

Name: McCarty Road LLC

Address: 8144 Okeechobee Blvd, Suite B, West Palm Beach, FL 33411

Telephone No. 561.743.7381 Email _____

AGENT OF OWNER (if any)

Name: Lucido and Associates - Derrick E Phillips Jr

Address: 701 SE Ocean Blvd, Stuart, FL 34994

Telephone No. 772.220.2100 Email dphillips@lucidodesign.com

PROPERTY INFORMATION

Legal Description: See Legal Description Attached
(Include Plat Book and Page)

Parcel I.D. Number: 3309-323-0001-000-6

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: Residential Medium (RM) Acreage of Property: _____

Reason for amendment request: Please See Cover Letter Attached.

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

Signature of Owner | Derrick E Phillips Jr. Hand Print Name | 10.1.24 Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

EXHIBIT 2

PUD AMENDMENT No. 1 SUMMARY

1. Owner/Agent Authorization of the entire area within the proposed PUD is enclosed as Exhibit 3.
2. The Meadows PUD is a proposed community designed to encompass medium density residential opportunities.
3. The Conceptual Plan for The Meadows PUD is enclosed as Exhibit 8.
4. See Exhibit 4 for General Standards established for this PUD. Development uses and standards are enclosed in Exhibit 6.
5. Site development data updated from Multi-Family to Single-Family regulations.

EXHIBIT 3

McCarty Road LLC

September 26, 2024

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

Re: McCarty Road LLC – (LA Ref. #23-341)

Dear Planning:

As owner of the property referenced above, please consider this correspondence as formal authorization for **Steven Garrett and Derrick E Phillips, Jr of Lucido & Associates (Agent)** to represent **McCarty Road LLC (Owner/Applicant)** during the governmental review process for the above referenced project, which may include submission of development applications, plans and permits, and other such related matters to effectuate the review process for the proposed development.

Thank you for your attention to this matter.

Sincerely,

McCarty Road LLC GP

STATE OF TN
COUNTY OF Davidson
The foregoing was acknowledged before me this 30 day of Sept, 2024, by David B Driver, of First Horizon Bank. He/She [ ] is personally known to me or [X] has produced DL FL S235891-541390 as identification.

(Notarial Seal)

(Print Name) David B Driver
NOTARY PUBLIC

My Commission Expires:
3/6/2026

DAVID B. DRIVER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT 4

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

General Information: Current agricultural operations and exemptions on the property may continue.

Pursuant to Goals, Objective, and Policies of the City's Comprehensive Plan:

Area Requirements: The Meadows PUD property is approximately 72.02 acres. The proposed development is consistent with Objective 1.1.4.1.b Medium Density Residential (RM) - a maximum density of 11.0 DUs per gross acre; (Proposed 4.48 DUs per gross acre) to facilitate the development of a Medium Density Residential Community.

Relation to Major Transportation Facilities: The Meadows PUD property is located in the City's Northwest Annexation Area. The roadways needed to serve this property are depicted on the Northwest Annexation Area Right-of-Way Network Map (NWAA ROW Map) and are included in the City's 6 to 25 Year Comprehensive Plan. Primary access will be provided from E/W #5 at the southern boundary. Emergency access will be provided from McCarty Road. Internal private roads will be maintained by CDD/HOA.

The applicant agrees to construct the following roadways as outlined in the Land Development Regulations of the PUD document:

1. Permit, Construct and open to the public E/W 5 two (2) on-site travel lanes from the terminus of the Wylder/Pod 9 extension to 300 feet west of The Meadows PUD entrance as depicted in Exhibit 12 (the "Additional Right-Of-Way Dedication Exhibit prior to issuance of any residential plot permits, ") to provide site related access to future uses within the development, and provide turnover to the City of a use agreement for the portion of roadway crossing the North St. Lucie River Water Control District Canal No. 91 right-of-way.
2. Convey to the City 120 feet of right-of-way (±281,818 square feet/6.47 acres) along E/W 5 extending along the southern boundary of The Meadows PUD, as depicted in the Additional Right-Of-Way Dedication Exhibit 12, prior to the platting of any portion of the Property. Concurrent with conveyance of this segment of right-of-way, a 10' public utility easement will be conveyed on both sides of the right-of-way in a form agreeable to the City; and
3. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD northern property line just north of Williams Road south to the proposed secondary emergency access driveway, as depicted on the Additional Right-Of-Way Dedication Exhibit 12, prior to the issuance of the 100th residential plot permit for the Property ; and
4. Convey to St. Lucie County 70 feet of right-of-way (±60,211 square feet/1.38 acres) along McCarty Road extending along the entirety of The Property's western property line, as depicted on the Additional Right-Of-Way Dedication Exhibit, prior to the platting of any portion of the Property. Dedication of right-of-way shall occur in the manner outlined in Section 24-264 and Section 24-267 of the St. Lucie County Code of Ordinances. Within two hundred and forty (240) days of the Effective Date convey a 20'

City Utility easement on the east side of the foregoing right-of-way, in a form agreeable to the City of Port St. Lucie attached as Exhibit 12.

Relation to Utilities, Public Facilities and services: The Meadows PUD shall be supplied with Water and/or Wastewater Services by the City of Port St. Lucie Utility Systems Department and will comply with all applicable city ordinances, policies, specifications, and regulatory agencies governing such services. Reuse supply is not available for The Meadows and reuse infrastructure will not be installed.

Physical Character of the Site: The site is vacant, contains no wetlands, and also contains a portion of an existing lake.

Consistency with the City's Comprehensive Plan: The Meadows PUD is consistent with the City's Comprehensive Plan. Policy 1.1.4.1: The following residential future land use designations and associated maximum densities shall apply to the City:

Medium Density Residential (RM) - a maximum density of 11.0 DUs per gross acre;

Additionally, the development will provide open space areas for active and passive recreational use.

~~Proposed Land Development Regulations~~

~~(Per Section 158.175(A)(4)~~

~~The proposed development is consistent with the requirements set forth in Section 158.174 of the City of Port St. Lucie Land Development Regulations for Rezoning Approval.~~

A) Purpose: The purpose of this PUD is to establish an area of integrated and compatible land uses and services. The following standards shall be met in developing the PUD.

B) Access: The proposed development is three hundred and twenty-one (321) single family lots with a permanent primary access point from E/W #5 and one emergency access from McCarty Road. ~~will have a minimum of two (2) access points, a except for phase 1 where there will only be one entrance off of McCarty Road because phase 1 only consists of two model buildings. The permanent main access point will be provided from E/W #5 at the southern boundary of the property prior to recording the Final Plat for Phase 3 or, in the event the improvements for Phase 3 are bonded and the Phase 3 Final Plat is recorded, the issuance of the first building permit for Phase 3.. The entrance off of McCarty Road will provide a secondary access point. The vehicular access points will be gated and will meet the setback requirements. Prior to the construction of Phase 2, there will be 1 access point on McCarty Road. The southerly access from McCarty Road will be a permanent gated emergency access only~~.

C) ~~Internal Lots and Frontage:~~

- ~~Minimum Lot Requirements: 1,500 square feet and width of 18 feet.~~
- ~~Maximum Building Coverage: 65%, provided that the maximum impervious does not exceed 85%.~~
- ~~Minimum Building Size: Townhome dwelling 1,200 square feet consisting of two (2) stories.~~

C. ~~(D)~~ Minimum Living Area: 1,200 square feet.

D) (~~E~~)Maximum Building Height: The maximum building height shall be 35 feet, measured to midpoint of roof pitch, provided that steeples and similar architectural embellishments shall have a maximum height of sixty (60) feet.

E) ~~(F)~~ Building Separation Required: ~~12~~ 10 feet minimum between buildings.

F) ~~(G)~~ Minimum Open Space: 50 percent. of the lot area entire PUD will be open space.

G) ~~(H)~~ Maximum Dwelling Units Per Acre: ~~Approximately 7.4~~ Proposed density is approximately 4.48 dwelling units per acre.

H) ~~(I)~~ Provision for Vehicular and Pedestrian Circulation: ~~All of the townhome units will have access to a private internal road, maintained by the Homeowner's Association. The proposed development will contain several different right of ways (ROW). The main entrance into the proposed development, provided from the southern boundary of the property, which will consist of a ninety-two (92) foot ROW. The ninety-two (92) foot ROW cross section contains a seven (7) foot multi-use path on one side and a five (5) foot sidewalk on the other side of the vehicle travel lanes. A secondary access, provided from McCarty Road, consists of a thirty-six (36) foot ROW cross section which includes a seven (7) foot multi-use path on one side of the vehicle travel lanes. Additionally, a thirty-five (35) foot internal roadway network will be provided to connect each pod of the development. The internal thirty-five (35) foot right-of-way will contain a six (6) foot path on one side of the vehicle travel lanes. All of the roadways will be linked together through the internal roadway network. The internal spine road directs the residents to ingress and egress points on the site. The roadways will be designed in accordance to City standards. Sidewalks for the residents' internal use bound the roadways. These sidewalks connect to other pedestrian systems along the road.~~ The primary entrance to the proposed development will be located at the southernmost portion of the site, providing access from E/W 5. The internal street running from the entrance of The Meadows to the east and the rest of the development will be a fifty (50) foot ROW and will provide a five (5) foot walkway path to accommodate pedestrians.

~~J) Sidewalks and Pedestrian Connections: The Planned Unit Development (PUD) will have sidewalk connections throughout the development. Walkways will be a minimum of five (5) feet in width. All pedestrian circulation areas will be adequately lighted. The main entrance right-of-way (ROW) from road E/W 5 will be a total of ninety-two (92) feet with a five (5) foot side walk and a seven (7) foot multi-use path. The internal street running from the entrance of McCarty Road to the east will be a thirty-six (36) foot ROW and will provide a seven (7) foot multi-use path to accommodate both pedestrians and bicyclists. The rest of the development will consist of locaf neighborhood streets totaling thirty-five (35) foot of ROW and will provide a six (6) foot multi-use path to accommodate both pedestrians and bicyclists. The multi-use path fronting the townhouses within the thirty-five (35) and thirty-six (36) foot ROW's will be constructed as each building is completed.~~

~~K) Off-Street Parking and Off-Street Loading Requirements: The parking spaces shall conform to the minimum requirements set forth in Chapter 158.221 of the Land Development Regulations.~~

~~L) Guest Parking Requirements and Location: The parking spaces shall conform to the minimum requirements set forth in Chapter 158.221 of the Land Development Regulations.~~

I) ~~(M)~~ Provision for Public Facilities & Services: The applicant will dedicate the facilities required to operate the community to the City or other applicable public body as deemed necessary by the City Commission.

The PUD will be supplied with Water and Wastewater Services by the City of Port St. Lucie Utility Systems Department and will abide and comply with all applicable City Ordinances, Policies, Specifications, and Regulatory Agencies governing such services.

J) ~~(N)~~ Underground Utilities: All utility lines will be installed underground.

K) ~~(O)~~ Stormwater Systems: The post-development stormwater system will

resemble the pre-development drainage pattern with discharge to Canal No. 90. The post-development drainage system would require a detention area design to adhere to the South Florida Water Management District (SFWMD) and North St. Lucie River Water Conservation District (NSLRWCD). The positive outfall for the drainage system would follow historical discharge from the site.

L) ~~(P)~~ Irrigation: The irrigation water will be withdrawn from proposed lakes, which are completely contained with in the property lines of The Meadows PUD.

M) ~~(Q)~~ Protection of Natural Features: The PUD will comply with Chapter 157 of the Land Development Regulations for natural resources protection and Chapter 152 of the City Code of Ordinances for Floodplain Regulations. ~~In reference to the "numerous native trees" the applicant is not required as per code to preserve any trees, however the existing native trees with a minimum dbh of 4 inches and of good health will be preserved where possible, or removed if relocation is not feasible.~~

N) ~~(R) Yard Requirements and~~ Perimeter Buffering:

~~1. Front setback - Each lot shall have a front yard with a building setback line with a minimum of 20~~ 18 ~~feet from the street ROW line.~~

~~2. Side setback: Each connected unit will have a zero (0) foot side setback 12~~ 10 ~~feet between buildings minimum). Building separation will comply with Resolution Number 442-05 of the St. Lucie County Fire District Fire Prevention Code.~~

~~3. Rear setback — Each lot shall have a rear yard with a minimum building setback line of 10 feet.~~

~~4. Building Separation — All buildings will be separated a minimum of 12~~ 10 ~~feet apart. Building separation will comply with Resolution Number 442-05 of the St. Lucie County Fire District Fire Prevention Code.~~

1. ~~5.~~ Perimeter Buffering — Landscape buffers around the property perimeter will be at a minimum:

a. ~~20~~ 10 feet along the rear (north property line) of the property.
b. ~~20~~ 10feet along the front (south property line) of the property.
c. ~~20~~ 10feet along the side abutting a right-of-way (west property line).
d. 10 feet along the side abutting a drainage canal right-of-way (east property line).

O) ~~(S)~~ Commercial & Industrial Development: The applicant is not proposing any commercial or industrial uses.

P) ~~(T)~~ Subdivision and Street Design Standards (typical sections for roadway): Standards will comply with Section 158.174 (F) (1) of the Land Development Regulations (see attached typical sections).

Q) ~~(U)~~ Roadways: The developer shall construct ~~the following~~ roadways in accordance with the schedule set forth ~~herein~~ in Exhibit 4 of this document.

1. ~~McCarty Road, LLC. agrees to participate in a special assessment district or other similar funding mechanism for the improvements of Midway Road from I-95 west to Okeechobee Road and to pay its fair share of cost of such improvements.~~

2. ~~At the time of the first subdivision plat, the developer shall dedicate the right-of-way needed for McCarty Road and E/W 5. Design and construction of these roadways will be phased along with the development as identified in the following paragraphs.~~

3. ~~Developer agrees that concurrent with the development of the property and prior to issuance of the first Certificate of Occupancy for the Model Center or Temporary Sales Trailer in Phase 1, if needed, design and construction of McCarty Road from the intersection of McCarty Road and E/W 5 to the intersection of McCarty Road and Newell Road.~~

4. ~~In the event McCarty Road between Newell Road and Midway Road is not reconstructed prior to commencement of construction of this project, the Developer agrees to design and reconstruct McCarty Road between Newell Road and Midway Road concurrent with the development of the property and prior to issuance of a building permit in Phase 2.~~

5. ~~Prior to the issuance of a building permit for Phase 4 the Developer shall design and complete the construction of road E/W 5 from the intersection of McCarty Road to the project entrance on road E/W~~

6. ~~Prior to the issuance of a building permit for Phase 4 the Developer shall design and complete the construction of road E/W 5 from the project's entrance on road EfW 5 to the project's easterly boundary. Such construction shall not include crossing the canal right of way that runs along the project's east boundary.~~

7. ~~The Developer may seek impact fee credits from the City or County, as applicable and as allowed in accordance with the municipalities' rules and practices. Additionally, the developer may seek to enter into future financial agreements with the City, County or other developers regarding the design and construction of McCarty Road or E/W 5.~~

~~R)~~ ~~(V) Permitted Principal Uses:~~

~~1. Park, playground, or other public recreation~~
~~2. Townhouse dwelling, as part of a planned complex~~
~~3. Temporary Sales Trailer: Allowed in all phase of the McCarty Road PUD~~
~~4. Model Home Center: Allowed in all phases of the McCarty Road PUD~~

S) ~~(W)~~ Accessory Uses: Residential Accessory Uses are as per Section 158.217, unless otherwise specified within this PUD Document.

~~1.~~ Fences or Walls — Shall be a minimum of ~~five~~ six feet high and a maximum of eight feet high. All fences shall be reinforced vinyl or aluminum and are to be used for the purposes of screening or privacy. Walls are to be a concrete, column and panel system, on reinforced masonry.

- ~~Front Loaded Residential: Fences are permitted in the side and rear of the property, but are not permitted to extend past the front elevation of the building.~~

~~2. Swimming pools and related spas, decks, patios, and screen enclosures~~
~~3. Children's playground equipment~~

~~4. Public Community Garden~~
~~5. Utility structure~~

~~X) Fences or Walls: In lieu of a fence or wall, a continuous berm and hedge maybe installed within the landscape buffer at a minimum of 2.5 feet in height, then maintained at a total of 6 feet including berm. The hedge will comply with Section 153.04(C)(5).~~

~~Y) Design Standards: Townhome units will conform to the City of Port St. Lucie Design Standards and those regulations found in Section 158.218 Townhouse Development Requirements.~~

T) ~~Z)~~ Signs: All signs will be designated with a unified design theme for the PUD and will comply with the sign standards set forth in Chapter 155 of the Land Development Regulations for the City of Port St. Lucie

~~Special Exception Uses: None.~~

~~AA) Special Exception Uses: None~~

~~BB) Parks: PUD will provide 8 acres of private parks and recreational space. The master site plan has been revised to reflect this provision.~~

~~CC) is donating seventy-five (75) feet for public right-of-way for road E/W 5 and seventy (70) feet for public right-of-way for McCarty Road.~~

U) ~~(DD)~~ The subject property is located within the North St. Lucie River Water Control District (NSLRWCD). The NSLRWCD Canal No. 90 runs parallel to McCarty Road to the west of the property and on the eastern border is the NSLRWCD Canal No. 91. Currently, there are agriculture ditches bisecting the property with outfall to a perimeter ditch. The post-development storm water system would resemble the pre-development drainage pattern with discharge to Canal No. 90 and would require a detention area designed to adhere to SFWMD and NSLRWCD requirements for the quality and quantity of storm water discharge, the most stringent requirements shall apply.

V) ~~(EE)~~ The base flood elevation will be determined for this development, should it be required by any of the permitting agencies (SFWMD, ACOE, City of Port St. Lucie, and NSLWRCD).

~~(FF) Home Occupation. A home occupation as defined herein shall be permitted within the PUD, subject to the following provisions:~~

~~1. The holder of the home occupation may have employees engaged in business provided said employees, except those who reside in the home, do not report to or from work at the site of the home occupation.~~

~~2. The home occupation shall use no more than 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 or 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 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 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 an occupational license therefore. The offering of articles for sale in isolated situations shall not be considered as a home occupation or require permit and license.

6. Application for home occupation license 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 license for the home occupation.

Townhouse Development Requirements (Per Section 158. 218)

(A) The townhouse units will be sold and platted fee simple.

(B) Each townhouse dwelling shall have a minimum lot area of 1,500 2,000 square feet of usable land and a minimum width of eighteen (18) feet. Twenty (20) feet.

(C) Each townhouse dwelling shall have a front yard with a minimum depth of twenty (20) feet and a rear yard with a minimum depth of ten (10) feet. Screened enclosures shall be set back a minimum of three (3) feet from the rear property line. This only applies to enclosures with screened roofs, solid roof enclosures would require ten(10) foot setback.

(D) No less than four (4) 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 the building line setback to provide variation shall be three (3) feet. No contiguous groups of dwellings shall exceed 240 feet in length.

(E) No portion of a townhouse or accessory structure in or related to one group of contiguous townhouses shall be closer than twelve (12) fifteen (15) feet to any portion of a townhouse or accessory structure related to another group or shall be closer than six (6) 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 fifteen (15) 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 within the private community suitably developed for recreation purposes equal to 500 square feet or greater 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.

EXHIBIT 5

SITE INFORMATION

(A) Total Acreage:

Land Uses included within this PUD and approximate area:

- Residential 51.93 acres
- Lake Area 12.24 acres
- ROW 7.85 acres

TOTAL 72.02 acres

See Exhibit 8 for PUD Conceptual Master Plan

(B) Pedestrian Ways:

The major system of pedestrian movement will consist of sidewalks adjacent to the streets with connections to the neighborhoods. The Planned Unit Development (PUD) walkways will be a minimum of five (5) feet in width. All pedestrian circulation areas will be adequately lighted.

(C) Density:

Residential Density: (approx. 72.02 ac) 321 du's (4.48 du's / ac)

EXHIBIT 6

DEVELOPMENT USES AND STANDARDS

SECTION 1: RESIDENTIAL AREA

(A) Purpose. The purpose of the residential area shall be to establish a neighborhood within the PUD District which is deemed to be uniquely suited for the development and maintenance of residential living of an urban and suburban character; to designate those uses and services deemed appropriate and proper for location and development within that area; and to establish development standards and provisions as are appropriate to ensure proper development in a residential environment.

(B) Permitted Principal Uses and Structures. Neighborhoods within the Residential area may include the following principal uses and structures.

1) Single-Family dwelling;

2) Park or playground, or other public or private recreation or cultural facility (including but not limited to: Golf course or clubhouse, with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests of the clubhouse; Open space devoted to the conservation and maintenance of natural waterways, vegetation and wildlife; Hiking and/or bicycle trails; Nature study areas and boardwalks; Picnic areas);

(C) Accessory Uses. As set forth within Section 2 hereof.

(D) Minimum Lot Requirements / Maximum Residential Density.

(C)

1) Single-Family dwelling Lot: Three thousand-three hundred (3,300) square feet and a width of thirty (30) feet , with a maximum gross project density of eleven (11) dwelling units per acre.

TYPE	SIZE
SINGLE FAMILY LOT	30 X 110 = 3,300 SF
SINGLE FAMILY LOT	40 X 110 = 4,400 SF
SINGLE FAMILY LOT	50 X 110 = 5,500 SF

(D) Maximum Building Coverage. Fifty (50) percent.

(E) Minimum Open Space. Fifty (50) percent of gross PUD area shall be designated as Open Space.

(F) Maximum Building Height. Thirty-five (35) feet

(G) Minimum Living Area.

1) Single-Family dwellings: 1200 Square Feet

(H) Yard Requirements and Buffering: Minimum setbacks shall be stated below unless otherwise indicated on Exhibit 10 of The Meadows PUD.

1) Single-Family dwelling:
   - Front yard. Load garage setback line of eighteen (18) feet.
   - Side Yard: Each lot shall have two (2) side yards of five (5) feet in width and shall result in a minimum separation of ten (10) feet between adjacent buildings. A side yard of fourteen (14) feet shall be provided adjacent to a right-of-way.
   - Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet.

2) All other permitted uses:
   - Setback requirements shall be twenty (20) feet for front yards; twenty (20) feet for both public and private rights-of-way; ten (10) feet from side and rear property lines.

3) Buffering. Where applicable, buffering shall be provided in accordance with the landscaping requirements of Chapter 154, City of Port St. Lucie Ordinances.

Off-Street Parking and Service Requirements. As set forth in Section 3 hereof.

(J) Site Plan Review. Each neighborhood within the Residential area shall submit a conceptual subdivision plan. Conceptual Subdivision Plans shall be submitted for review and approved by the Planning and Zoning Director or the City's Site Plan Review Committee prior to approval of subdivision plats. Conceptual subdivision plans shall include adequate information to determine compliance with the required design standards set forth above, including, but not limited to, lot sizes and setbacks, general street network, dwelling unit types and lot types, number of units, conceptual drainage, pedestrian & bike paths, preservation areas, and minimum open space.

(M) Access. Per adopted City of Port St. Lucie Access Standards – residential development under 600 units will be required (1) permanent resident full access/entry and (1) emergency access.

SECTION 2: ACCESSORY USES AND STRUCTURES

(A) General Provisions: Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage and other requirements. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive.

(B) Accessory Uses in Residential Areas:

1. Single-Family dwelling or accessory structure related to another.
   - Rear Property Line Setback: Five (5) feet
   - Side Property Line Setback: Five (5) feet
   - Side Property Line Setback adjacent to a right of way: Fourteen (14) feet

(C) Home Occupation: A home occupation shall be permitted within residential areas, subject to the provisions of Section 158.217(F).

SECTION 3: PARKING AND PEDESTRIAN REQUIREMENTS

(A) Parking Requirements: Each building, use, or structure shall be provided with on-street and / or off- street parking and service facilities in accordance with the provisions set forth herein. On-street parking spaces directly and fully adjacent to a site and available to a development shall be counted toward the maximum. Request for deviation from parking requirements may be reviewed and recommended for approval by the Site Plan Review Committee when supplemented by a parking justification calculation at the time of Site Plan Review. Driveways shall be provided meeting the requirements of Section 158.222 and paved with concrete, asphalt, or comparable hard surface including concrete, brick, or stone pavers. Dwelling units with attached or detached garage spaces may include the garage spaces for purposes of determining parking requirement calculations.

1. Residential (Single-Family): 2 spaces per dwelling unit (Garage counts as a space)
2. Amenity Center Parking: No minimum number of spaces given the amenity is a private recreational element.

(B) Pedestrian Access:

1. Sidewalks and Pedestrian Connections: The Planned Unit Development (PUD) will have sidewalk connections throughout the development. The internal street network will be a fifty (50) foot ROW and will provide a five (5) foot walkways to accommodate both pedestrians and bicyclists.

SECTION 4: LANDSCAPING

(A) Plant Material:

1. Tree species height, spread and minimum clear trunk and shrub heights shall meet or exceed the minimum specified by the USDA's Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately.

2. Tree species shall be a minimum of fourteen (14) feet overall height when planted with a minimum four (4) foot spread in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.

3. Existing plant material used to meet the intent of this section and City of Port St. Lucie Code of Ordinances, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.

4. No more than seventy-five (75) percent of the required trees shall be palm species.

5. No less than fifty (50) percent of all required trees shall be native species.

(B) Easement and Utility Area Landscaping: Trees and all vegetation with intrusive root systems shall

not be planted within ten (10) feet of any utilities; including reclaimed water and sewer lines, exiting utility pole, guy wire, and pad mounted transformers All proposed utilities shall maintain separation distances from all City mains as required by the city and FDEP.

(C) Residential Landscaping: The number of trees to be provided per lot shall be one (1) tree.

(D) Perimeter landscape requirements:

1. A landscape strip at least ten feet in depth, exclusive of curbing, shall be located adjacent to all public rights-of-way and abutting properties, unless indicated otherwise. Landscape strips within an easement shall be in accordance with Section 154.03(I)5. Necessary access ways through all landscape strips shall be permitted in order to utilize the parking or other vehicular use areas or to access the rear of the landscape strip for maintenance purposes. These accessways may be subtracted from the linear dimension used to determine the number of trees required.

2. Landscaping adjacent to lakes may be relocated to other areas within the project site to allow creativity in landscaping design adjacent to the lake. Native trees, supplemental landscaping, and amenities may be provided to further enhance landscaping in these areas.

3. One tree shall be provided for each 30 linear feet of public 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.

SECTION 5: UTILITIES

Provision for Public Facilities & Services: The applicant will dedicate the facilities required to operate the community to the City or other applicable public body as deemed necessary by the City Council.

The PUD will be supplied with Water and Wastewater Services by the City of Port St. Lucie Utility Systems Department and will abide and comply with all applicable City Ordinances, Policies, Specifications, and Regulatory Agencies governing such services.

The estimates for the anticipated average daily flows for both potable and wastewater will be 250 GPD for each equivalent residential connection (ERC) and an estimated 2000 GPD for the amenity center. This equates to 82250 GPD for both potable water and wastewater over the 321 lots and amenity center. The corresponding peak hour flow is 220 GPM.

Waste Water: The wastewater collection system consists of gravity sanitary sewer. A single pump station will be utilized for the entire site. The pump station is proposed to be located at the southwest corner of the subject site and has an offsite force main connection to the adjacent future McCarty Road utility improvements. This pump station will require a fiber optic connection to the existing fiber optic line running along the south side of the East-West 5 roadway extension.

Water: The onsite potable water system will have multiple connections to existing water mains, such

as the water main running along the north side of the East-West 5 roadway extension and future connections to the adjacent McCarty Road utility improvements. The proposed extension limits of the water main within the East-West 5 ROW will begin at the eastern property boundary of The Meadows and extend to the intersection of McCarty Road and East-West 5. The water main running within the E/W-5 right-of-way will be 16" to provide the necessary flow to service the site by connecting to the onsite 8" water main. There are two proposed connection points to create a looped system (southeast and southwest).

Underground Utilities: All utility lines will be installed underground.

Stormwater Systems: The post-development stormwater system will resemble the pre-development drainage pattern with discharge to Canal No. 90. The post-development drainage system would require a detention area design to adhere to the South Florida Water Management District (SFWMD) and North St. Lucie River Water Conservation District (NSLRWCD). The positive outfall for the drainage system would follow historical discharge from the site.

Irrigation: The irrigation water will be withdrawn from the proposed lakes, which are completely contained within the property lines of The Meadows PUD. Reuse supply is not available for The Meadows and reuse infrastructure will not be installed.

EXHIBIT 7

LEGAL DESCRIPTION
PID: 3309-323-0001-000-6

The South 1290.46 feet of the Southwest 1/4 lying South of PONY PINES UNIT 1, Section 9, Township 36 South, Range 39 East LESS the East 46 feet for canal right-of-way and LESS the West 98 feet for road and canal right-of-way, St. Lucie County, Florida.

Overall parcel contains 71.532 Acres, more or less.

EXHIBIT 8

CONCEPTUAL PLAN

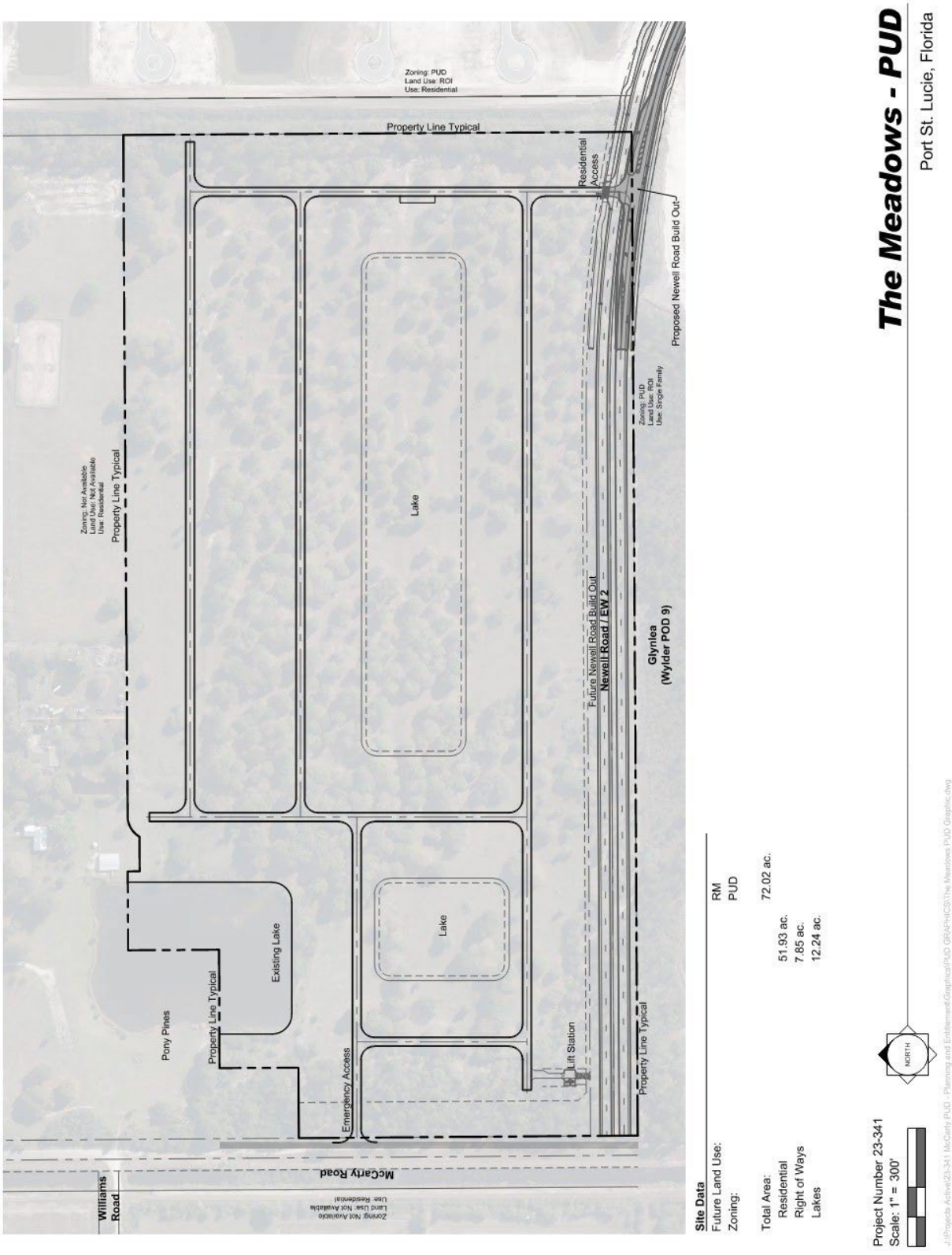


EXHIBIT 9

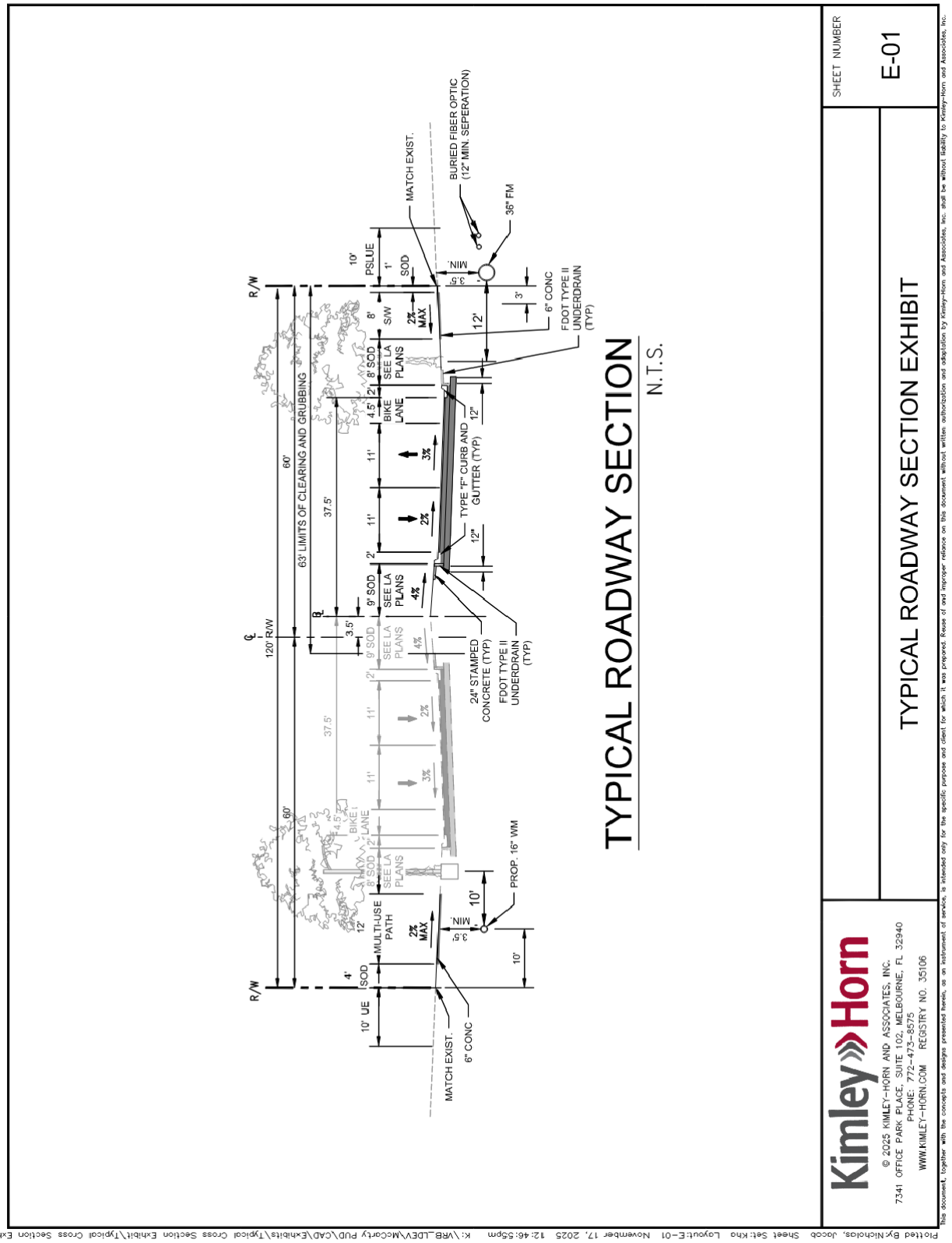
LAND USE DEVELOPMENT PROGRAM		
USE	ACREAGE	YIELD
RESIDENTIAL	72.02	321 UNITS

Residential (approx 72.02 ac)

A residential subdivision with primary access via E/W 5. Typical cross section details included with this document represent the types of sections that will be developed

EXHIBIT 10

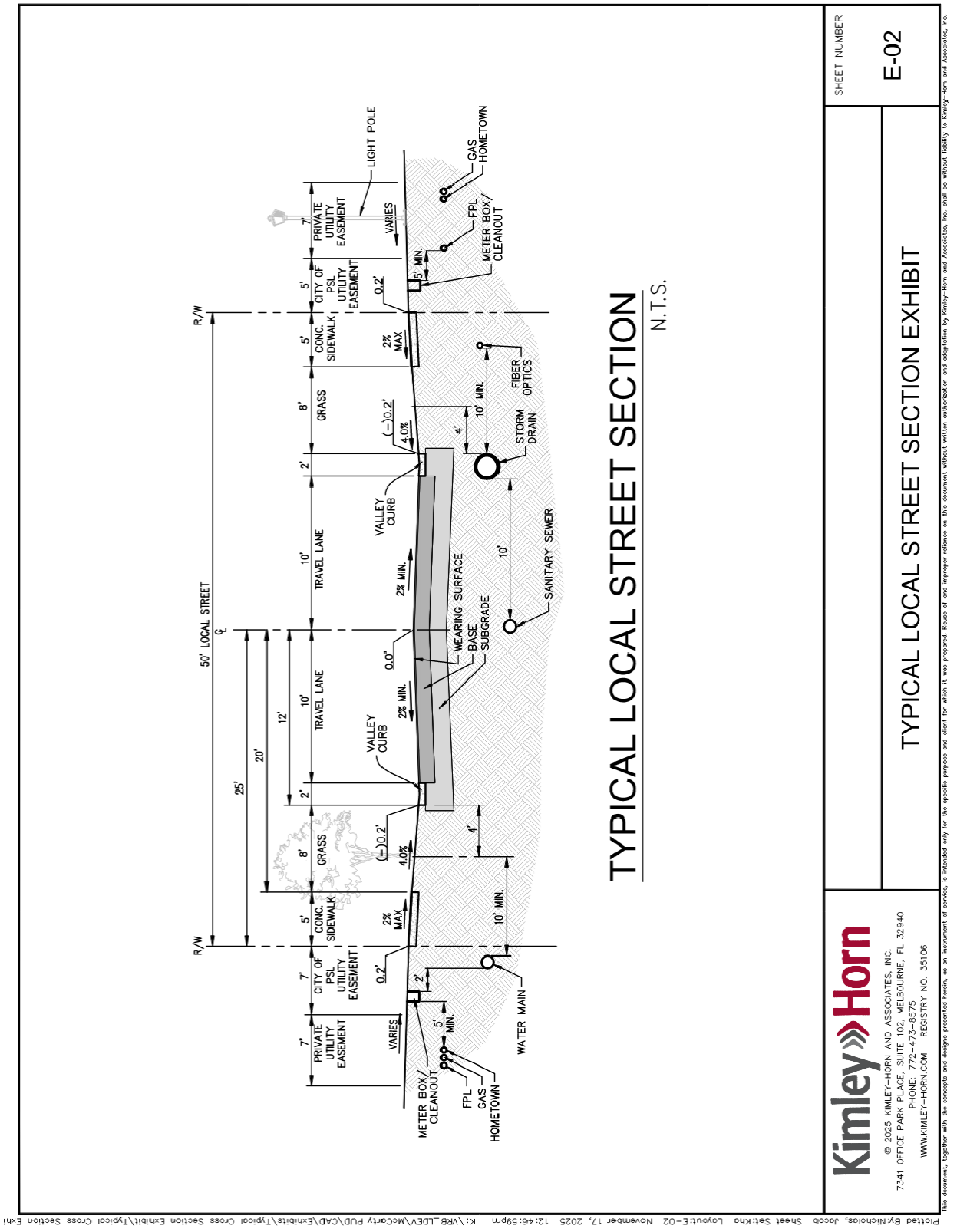
Proposed Cross Section 120’

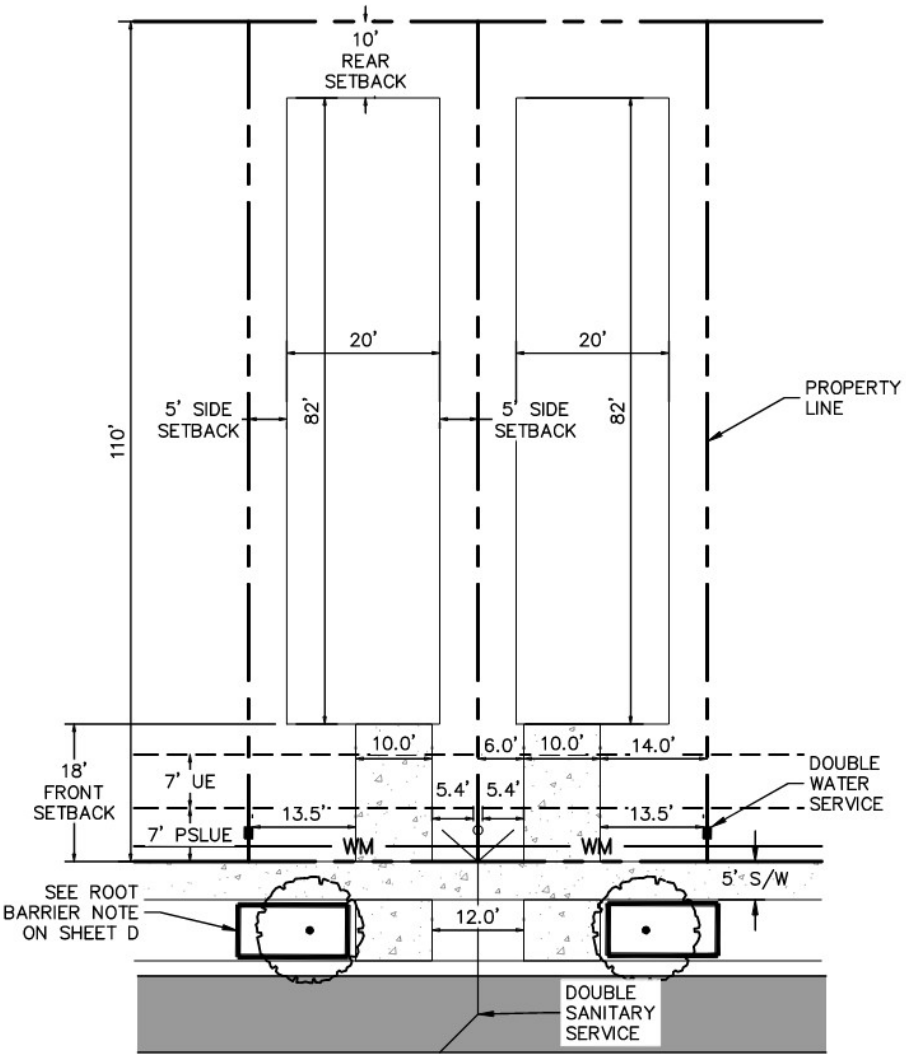


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Proposed Cross Section 50’





TYPICAL UTILITY SERVICE 30' LOT DETAIL

NOTES:

1. NO CORPORATE STOPS, VALVES OR FIRE HYDRANT ASSEMBLIES TO BE LOCATED IN DRIVEWAYS OR SIDEWALKS.
2. DRIVEWAYS TO BE PERMITTED WITH BUILDING PERMIT.
3. NO WATER METER BOXES OR SEWER CLEAN OUTS TO BE LOCATED IN THE DRIVEWAYS.
4. DRIVEWAY WIDTHS NOT TO EXCEED 10' MAXIMUM.
5. ALL STREET TREES TO BE LOCATED AT MIN. 5' FROM ANY UTILITY SERVICE LINE, CLEAN-OUT, OR METER BOX LOCATION.

Plotted By:Nicholas, Jacob Sheet Set:Kha Layout:30' May 14, 2026 11:15:16am K:\VRB_LDEV\McCarty PUD\CAD\Exhibits\30' Lot Exhibit\The Meadows - Typical 30-40-50 Lot Detail.dwg
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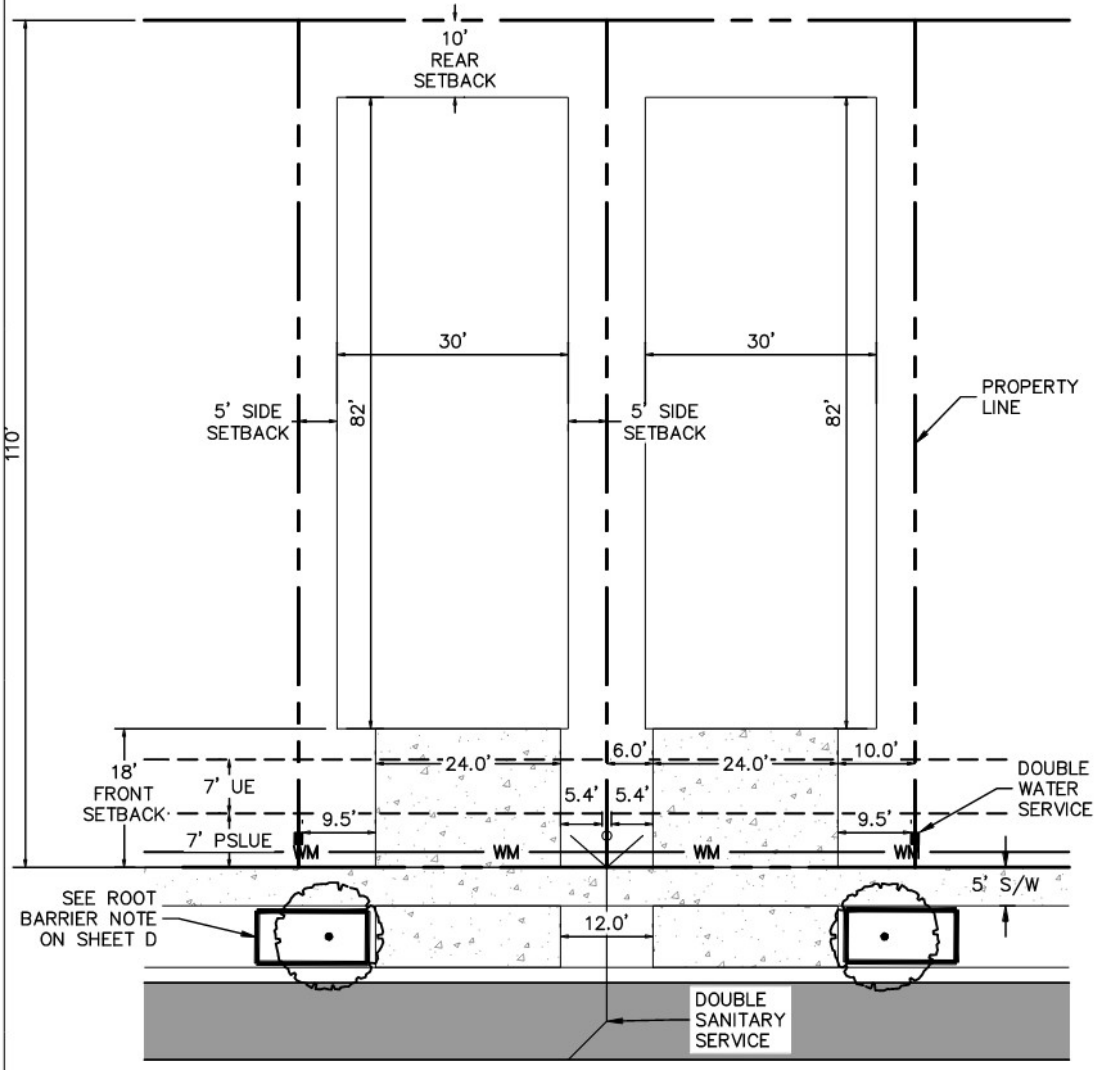
7341 OFFICE PARK PLACE, SUITE 102, MELBOURNE, FL 32940
PHONE: 772-473-8575
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

THE MEADOWS

TYPICAL 30' LOT DRIVEWAY EXHIBIT

SHEET NUMBER

A



TYPICAL UTILITY SERVICE 40' LOT DETAIL

NOTES:

1. NO CORPORATE STOPS, VALVES OR FIRE HYDRANT ASSEMBLIES TO BE LOCATED IN DRIVEWAYS OR SIDEWALKS.
2. DRIVEWAYS TO BE PERMITTED WITH BUILDING PERMIT.
3. NO WATER METER BOXES OR SEWER CLEAN OUTS TO BE LOCATED IN THE DRIVEWAYS.
4. DRIVEWAY WIDTHS NOT TO EXCEED 24' MAXIMUM.
5. ALL STREET TREES TO BE LOCATED AT MIN. 5' FROM ANY UTILITY SERVICE LINE, CLEAN-OUT, OR METER BOX LOCATION.

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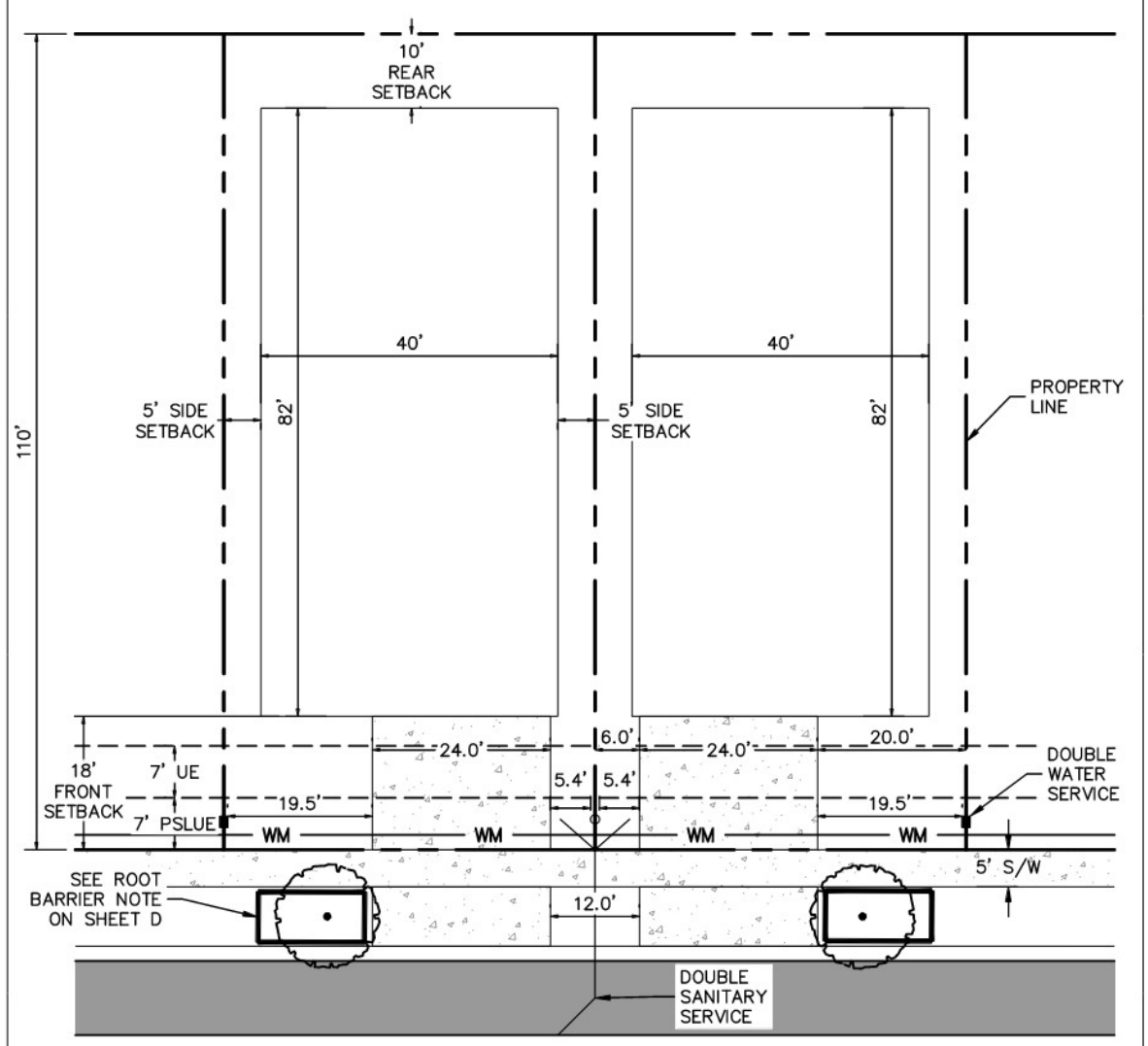
THE MEADOWS

TYPICAL 40' LOT DRIVEWAY EXHIBIT

SHEET NUMBER

B

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TYPICAL UTILITY SERVICE 50' LOT DETAIL

NOTES:

1. NO CORPORATE STOPS, VALVES OR FIRE HYDRANT ASSEMBLIES TO BE LOCATED IN DRIVEWAYS OR SIDEWALKS.
2. DRIVEWAYS TO BE PERMITTED WITH BUILDING PERMIT.
3. NO WATER METER BOXES OR SEWER CLEAN OUTS TO BE LOCATED IN THE DRIVEWAYS.
4. DRIVEWAY WIDTHS NOT TO EXCEED 24' MAXIMUM.
5. ALL STREET TREES TO BE LOCATED AT MIN. 5' FROM ANY UTILITY SERVICE LINE, CLEAN-OUT, OR METER BOX LOCATION.

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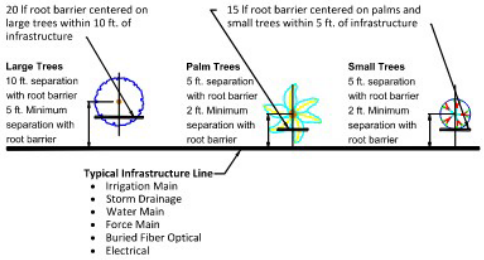
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THE MEADOWS

TYPICAL 50' LOT DRIVEWAY EXHIBIT

SHEET NUMBER
C

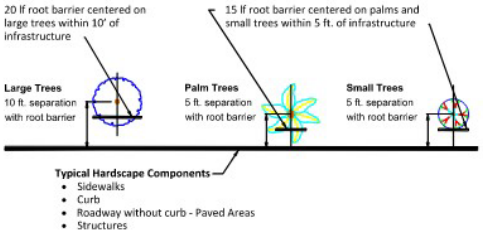
Root Barrier at Infrastructure



Root Barrier at Infrastructure Notes

- 24 inch min. deep Bio-Barrier (City required root barrier)
- 20 lf root barrier centered on large trees within 10 ft. of infrastructure
- 15 lf root barrier centered on palms and small trees within 5 ft. of infrastructure
- 2 ft. min. distance from infrastructure for small trees and palms
- Keep the larger trees at least 5 ft. with root barrier from the infrastructure lines

Root Barrier at Hardscape



Root Barrier at Hardscape

- 24 inch min. deep Bio-Barrier (City required root barrier)
- 20 lf root barrier centered on large trees within 5 ft. of hardscape
- 15 lf root barrier centered on palms and small trees within 5 ft. of hardscape
- 2 ft. min. distance from hardscape for small trees and palms
- Keep the larger trees at least 5 ft. with root barrier from hardscape

Plotted By:Nicholas, Jacob Sheet Set:Kha Layout:Root barrier note May 14, 2026 11:15:19am K:\VRB_LDEV\McCarty PUD\CAD\Exhibits\30' Lot Exhibit\The Meadows – Typical 30-40-50 Lot Detail.dwg
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THE MEADOWS

ROOT BARRIER DETAIL

SHEET NUMBER

D

EXHIBIT 11

BINDING P.U.D. AGREEMENT

The property described in Exhibit H of the Application Package is under the unified control of the undersigned Petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations and any conditions as may be attached to the rezoning of the land to P.U.D. and (2) provide such agreements, contracts, deed restrictions and sureties acceptable to the City of Port St. Lucie for the completion of the development according to the plans approved by the City. In addition, the Petitioner shall be responsible for continuing operation and maintenance of such areas, functions and facilities until such time as a private property owners association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The Petitioner further agrees to bind all successors in title to the commitments made herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 6th day of December, 2007.

PETITIONER

WITNESSES:

Print Name: Thomas D. Arnold

Print Name: Linda J. Arancik

McCARTY ROAD, LLC, a Florida limited liability company

By: W.G. Schickedanz III

Its: Co-Manager

(COMPANY SEAL)

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

STATEMENT OF UNIFIED CONTROL & RENEWED BINDING AGREEMENT

Project Name(s): P24-179 the Meadows PUD – PUD Amendment # 1

The property described on Exhibit "7" of the application package for the Meadows PUD (formerly known as the McCarty Road PUD) Amendment #1, more specifically described as Parcel ID 3309-323-00001-000-6 (the "Property") is under unified control due to all the property within the PUD being under the same ownership of McCarty Road, LLC. Pursuant to 158.192, Changes in Conceptual Master Plans, City Code of Ordinances ("City Code"), major changes in a conceptual plan require "[a]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 158.175(A)(1) and affected by the proposed changes."

All the property within the Meadows PUD remain subject to the development according to the regulations and conditions contained in the Meadows PUD Conceptual Plan and General Standards, and current and subsequent amendments, including the Binding P.U.D Agreement, Exhibit 11 of the Second Amendment of McCarty Road PUD Rezoning, executed in 2007, which remains in full effect and is neither affected nor invalidated by execution of this statement and agreement.

[SIGNATURES TO FOLLOW]

McCarty Road, LLC

Signature Mgr | MGR Title | 5/20/26 Date

W. K. SCHICKEDANZ
Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, this 20TH day of MAY, 2026, by WALDEMAR SCHICKEDANZ, who is personally known to me.

Signature of Notary Public

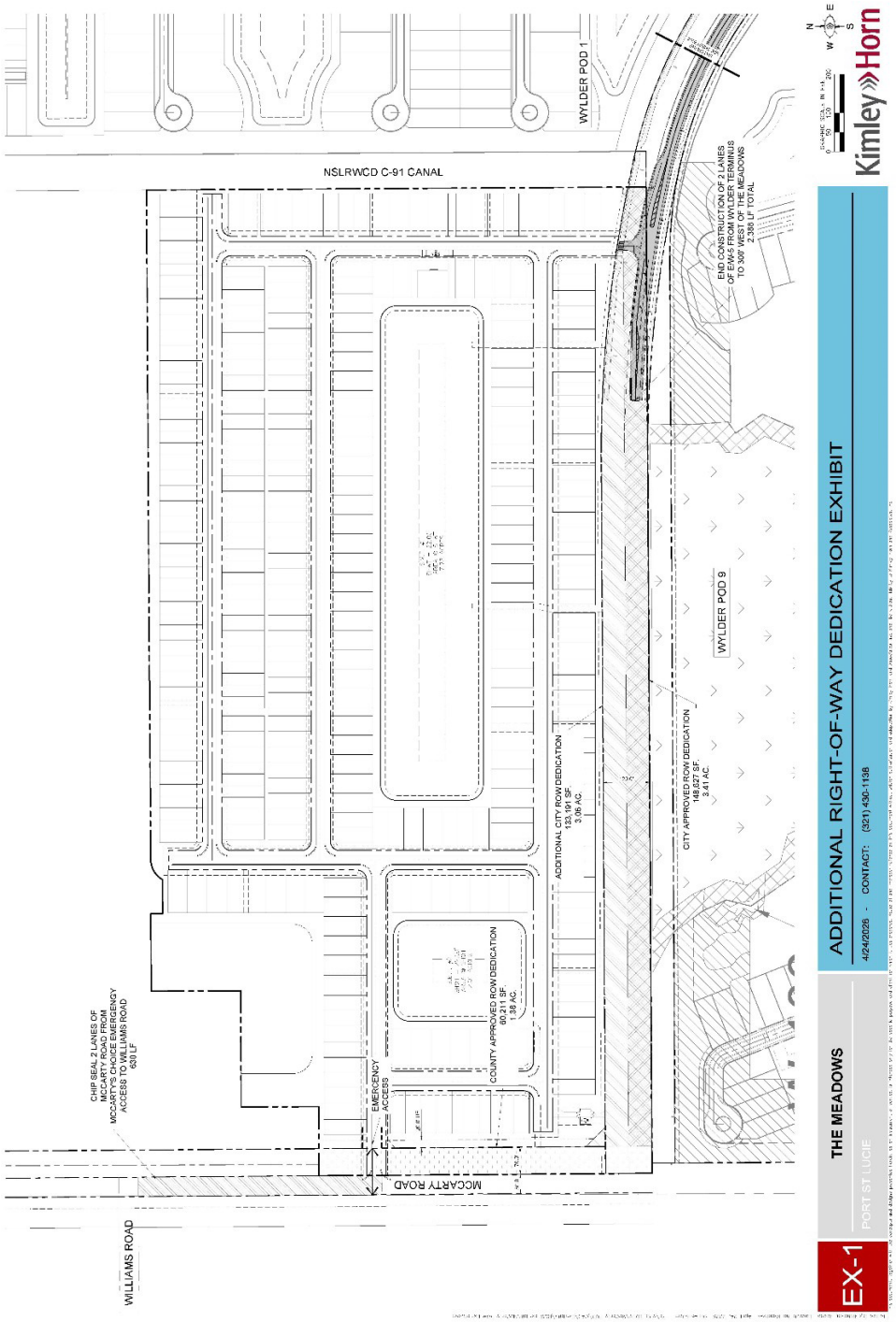
POLLAJAK VERAWETWATANA
Commission # HH 296672
Expires August 3, 2026

POLLAJAK VERAWETWATANA
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires AUGUST 3, 2026

NOTARY SEAL/STAMP

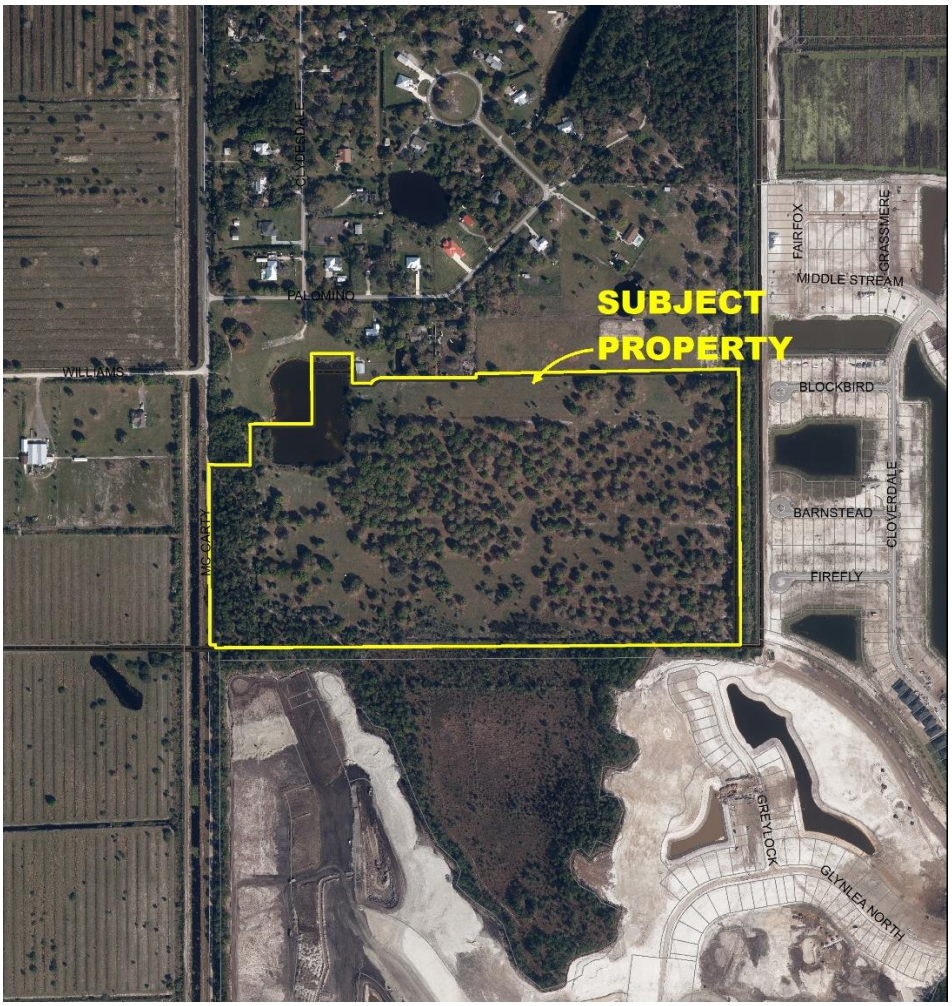
EXHIBIT 12

Additional Right-of-Way Dedication



WYLDER POD 1
WYLDER POD 9
WYLDER PARKWAY
BEGIN CONSTRUCTION OF 5 LANES OF ULTIMATE 6 LANES TO 300' WEST OF THE MEADOWS 2,388 LF TOTAL
EX-2
THE MEADOWS
PORT ST LUCIE
ADDITIONAL RIGHT-OF-WAY DEDICATION EXHIBIT
4/24/2026 - CONTACT: (321) 430-1138
Kimley»Horn

McCarty Road PUD Amendment No. 1
Planned Unit Development Amendment
P24-179



Project Location Map

SUMMARY

Applicant's Request:	An application for the 1st Amendment to the McCarty Road Planned Unit Development (PUD) to amend the PUD document to revise the project name from McCarty Road PUD to the Meadows, revise the permitted uses from townhomes to single-family dwelling units, establish development standards for the dwelling units, revising the concept plan, specifying the required transportation improvements and other miscellaneous changes.
Agent(s):	Lucido and Associates
Applicant/ Property Owner:	McCarty Road, LLC

Location:	The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road
Project Planner:	Cody Sisk, Planner III

Project Description and Background

The City of Port St. Lucie has received a request from Lucido and Associates, acting the agent(s), for McCarty Road, LLC, to amend the Planned Unit Development (PUD) zoning regulation document and concept plan for McCarty Road PUD. The property is approximately 72.02 acres and is located approximately 1.25 miles south of Midway Road, east of McCarty Road. The McCarty Road PUD was first approved in 2009 (P07-040) for 530 multifamily townhouse units. The request is to amend the PUD document to revise the project name from McCarty Road PUD to the Meadows, revise the permitted uses from townhomes to single-family dwelling units, reduce the number of units from 530 multifamily units to 321 single family units, establish development standards for the dwelling units, revise the concept plan, update the transportation improvements and other miscellaneous changes. The Future Land Use designation is Multifamily Residential (RM) and the zoning district is PUD.

The 72.02 acre McCarty Road property was annexed into the City in 2005 and is subject to an annexation agreement between the property owner and the City of Port St. Lucie. A comprehensive plan amendment was approved that revised the land use from St. Lucie County Agricultural 2.5 units per acre to City of Port St. Lucie Medium Density Residential with a maximum density of 11 DUs per gross acre. The ordinance adopting the comprehensive plan amendment (05-180) did contain certain conditions of approval. The applicant has submitted an application to amend Ordinance 05-180 (P26-058) and an application to amend the McCarty Road annexation agreement (P26-044). The proposed changes have been incorporated into the PUD and the revised annexation agreement and include the following:

1. Reduces the number of units from 530 multi-family to 321 single-family units
2. Requires the construction of E/W 5 (first two lanes) from the terminus of the Wylder/Pod 9 extension 300 feet west of the Meadows PUD entrance
    a. Provides a dedication to the City of 120 feet of right-of-way along E/W 5 extending along the southern boundary of The Meadows PUD
    b. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD northern property line just north of Williams Road south to the proposed secondary emergency access driveway.
    c. Dedicate to St. Lucie County 70 feet of right-of-way (±60,211 square feet/1.38 acres) along McCarty Road extending along the entirety of The Meadows PUD western property line, as depicted on the Additional Right-Of-Way Dedication Exhibit attached hereto.

As a result of these changes, the main access to the project will be along the southeast corner of E/W 5. Access to the project is dependent on the construction of E/W 5 from Wylder Parkway to the entrance to the Meadows PUD that is shown on the PUD concept plan. At this time, Wylder is only constructing E/W 5 to the northern entrance of POD 9 extension (NW Sentry Lane) of the LTC Ranch development. The construction of E/W 5 (first two lanes) from the terminus of the Wylder/Pod 9 extension to 300 feet west of The Meadows PUD entrance is identified as a required improvement in the proposed amendment to the McCarty Road annexation agreement as depicted in the Additional Right-Of-Way Dedication. Emergency access will be provided along McCarty Road.

The application to amend the annexation agreement is under review and will be scheduled for the same City Council meeting as the adoption of the PUD.

A list of the proposed changes is included in the attached PUD document (Exhibit "A") and the changes are shown as ~~strike through~~ and underlined.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed PUD amendment and conceptual plan on April 22, 2026.

Public Outreach

The applicant held one public outreach meeting with neighboring residents at Pony Pines.

Public Notice Requirements

Public notice was sent to owners within 750 feet, and the file was included in the advertisement for the January 6, 2026, Planning & Zoning Board meeting.

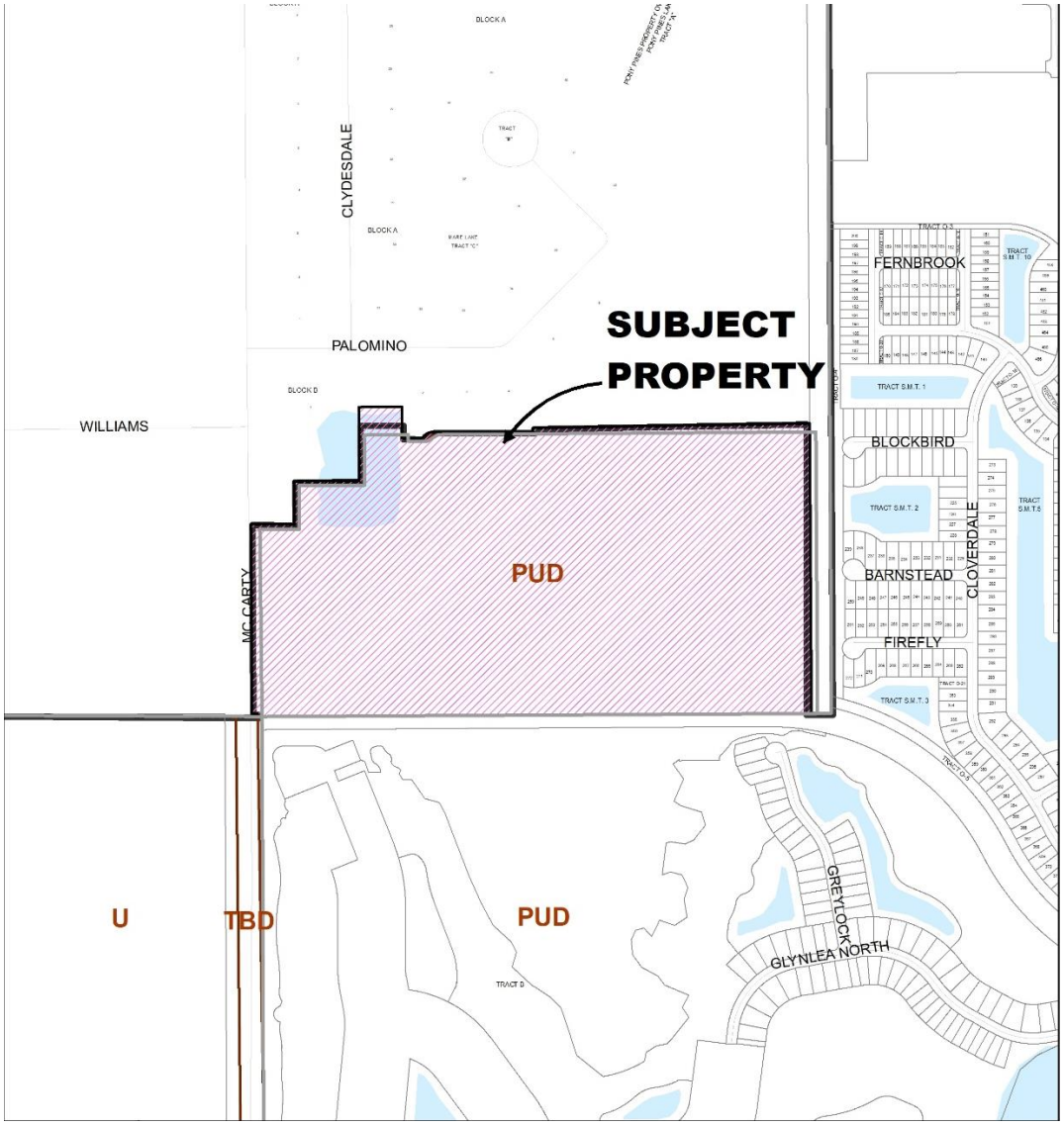
Location and Site Information

Parcel ID No(s).	3309-323-0001-000-6
Property Size:	72.02 acres
Legal Description:	A complete legal description is attached in the PUD regulation book
Existing Future Land Use:	Medium Density Residential (RM)
Existing Zoning:	Planned Unit Development (PUD)
Existing Use:	Vacant land

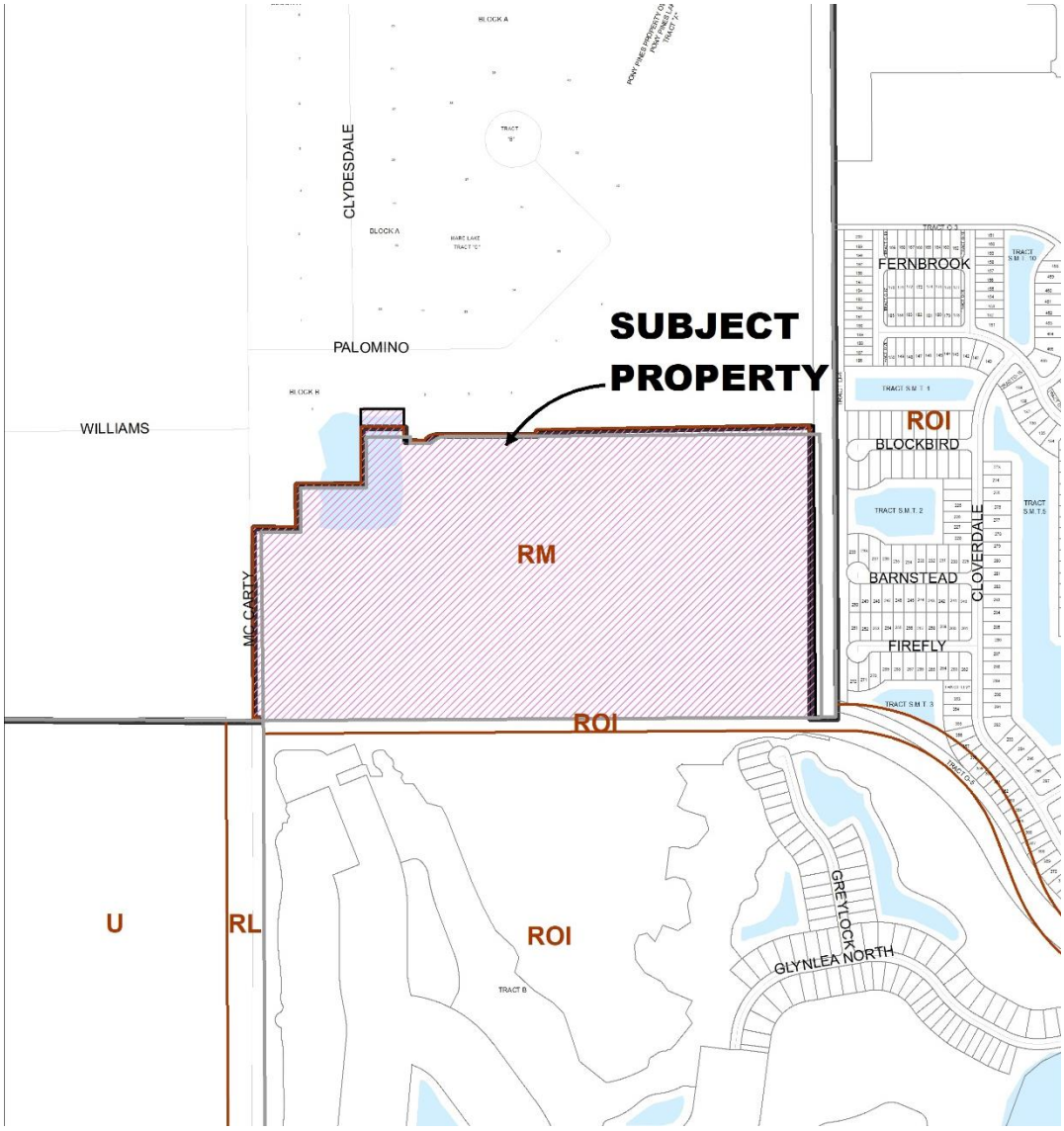
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	SLC	SLC	Pony Pines
South	ROI	PUD	PUD Development
East	ROI	PUD	PUD Development
West	SLC	SLC	Vacant land

PUD- Planned Unit Development, ROI- Residential, Office, Institutional, SLC- Saint Lucie County


SUBJECT PROPERTY
PUD
U
TBD
PUD
PALOMINO
WILLIAMS
CLYDESDALE
MC CARTY
FERNBROOK
BLOCKBIRD
BARNSTEAD
FIREFLY
CLOVERDALE
GREYLOCK
GLYNLEA NORTH

Zoning Map



Future Land Use

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW AND STAFF ANALYSIS

Land Use Consistency:

Per Objective 1.1.4: Future Land Use Element, Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with sound planning principles including the prevention of sprawl; energy efficiency, natural limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities.

Per Objective 1.1.6: Future growth and development will be managed through the preparation, adoption, implementation and enforcement of land development regulations, including the use of PUD's, mixed use projects

and to ensure coordination and consistency with interagency hazard mitigation plans of resource planning and management plans pursuant to Chapter 380.F.S.

The subject property is located in the City's northwest annexation area and within the City's utility service area. Per the annexation agreement, the developer is required to install or cause to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the property. In addition, the proposed PUD expands on the required water and sewer improvements to serve the property. The PUD amendment also includes the revised transportation improvements that are included in the amendment to the annexation agreement.

STAFF RECOMMENDATION

The Site Plan Review Committee recommended approval of the proposed PUD amendment at the April 22, 2026 Site Plan Review Committee meeting. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval with the following condition:

1. The proposed amendment to the annexation agreement (P26-046) shall be approved prior to the first reading of the ordinance for the proposed PUD amendment.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

CITY OF PORT ST. LUCIE
HEART OF THE TREASURE COAST

MEMORANDUM

TO: Cody Sisk, Planning & Zoning

FROM: Diana Spriggs, P.E. – Assistant Director, Public Works D.S.

DATE: April 28, 2026

SUBJECT: P24-179 McCarty Road, LLC PUD Amendment
Traffic Generation & Circulation Approval

This application and Traffic Report prepared by Traffic & Mobility Consultants dated April 21, 2026 is under review by the Public Works Department and our 3rd party traffic consultant, Kok Wan Mah, P.E. of Kittelson and Associates. We will be determining if the transportation elements of the project are in compliance with the adopted level of service and requirements of Chapter 156 of City Code, and Public Works Policy 19-01pwd.

The proposed project of 321 single family homes is anticipated to generate 2,856 Average Daily, 221 AM Peak Hour and 281 PM Peak Hour driveway trips for the development. The development is proposing only one access point connecting to E/W 5 with an emergency only access point on McCarty Road.

With the approval of this Planned Unit Development, the developer is obligated to make the following roadway improvement:

- Construct 2 lanes of E/W 5 from the current terminus west to 300 feet west of The Meadows PUD entrance.
- Dedicate to the City 120 feet of the entire south boundary of The Meadows PUD for the future extension of E/W 5 to McCarty Road.
- Construct McCarty Road as a stabilized chip seal surface to connect from the current terminus of the surface south to the emergency access driveway for The Meadows PUD.
- Dedicate to St. Lucie County, 70 feet of land along the entire western boundary of The Meadows PUD for future widening of McCarty Road.

The timing for the above required improvements will be addressed through the Annexation Agreement that will be going forward to City Council prior to this PUD Amendment.

Public Works would like to recommend a condition of approval to include:

- All remaining comments from all departments including our 3rd party traffic consultant must be satisfactorily addressed prior to this PUD going forward to City Council.

City of PORT ST. LUCIE
HEART OF THE TREASURE COAST

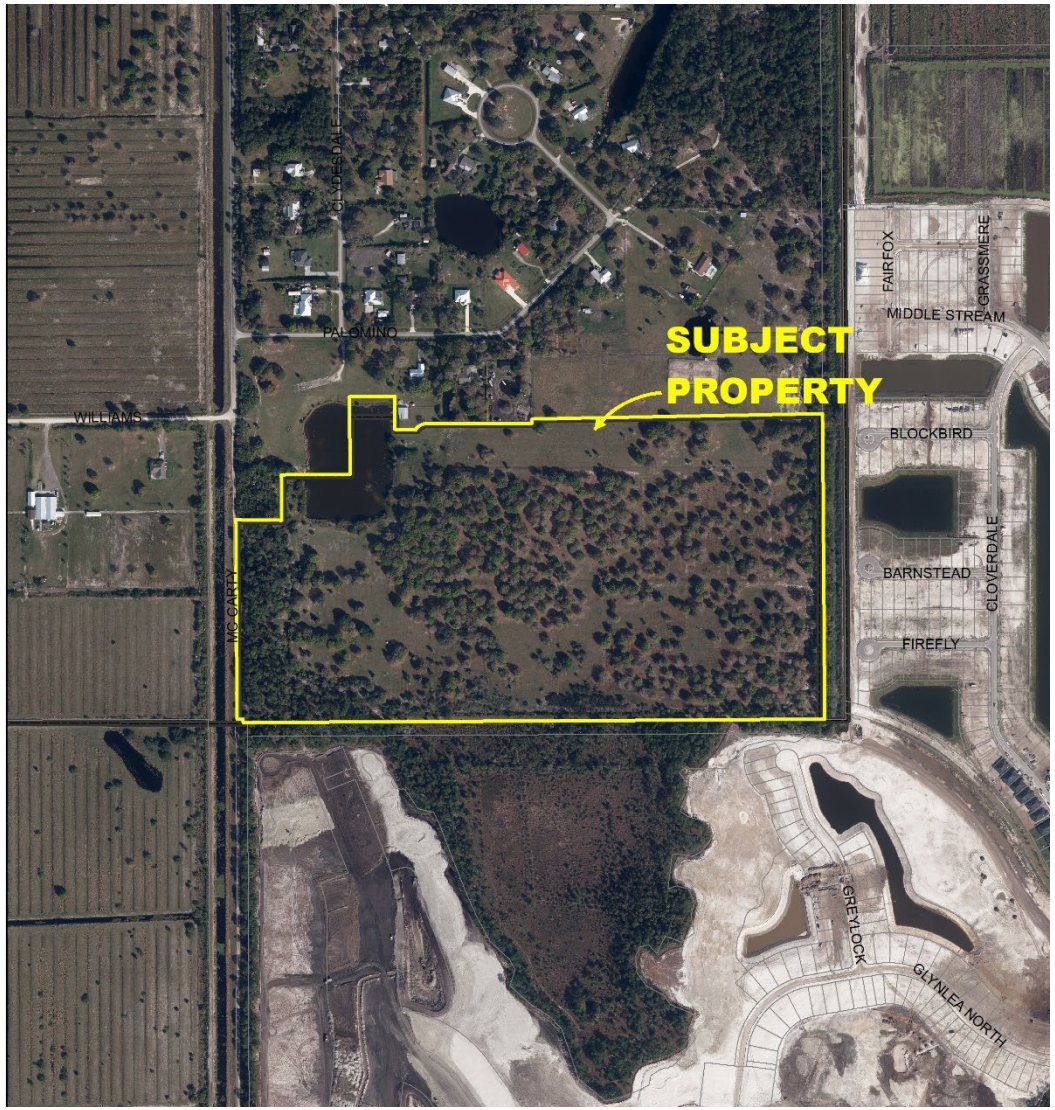
McCarty Road PUD Amendment No. 1
P24-179

City Council Meetings
May 26, 2026 and June 8, 2026

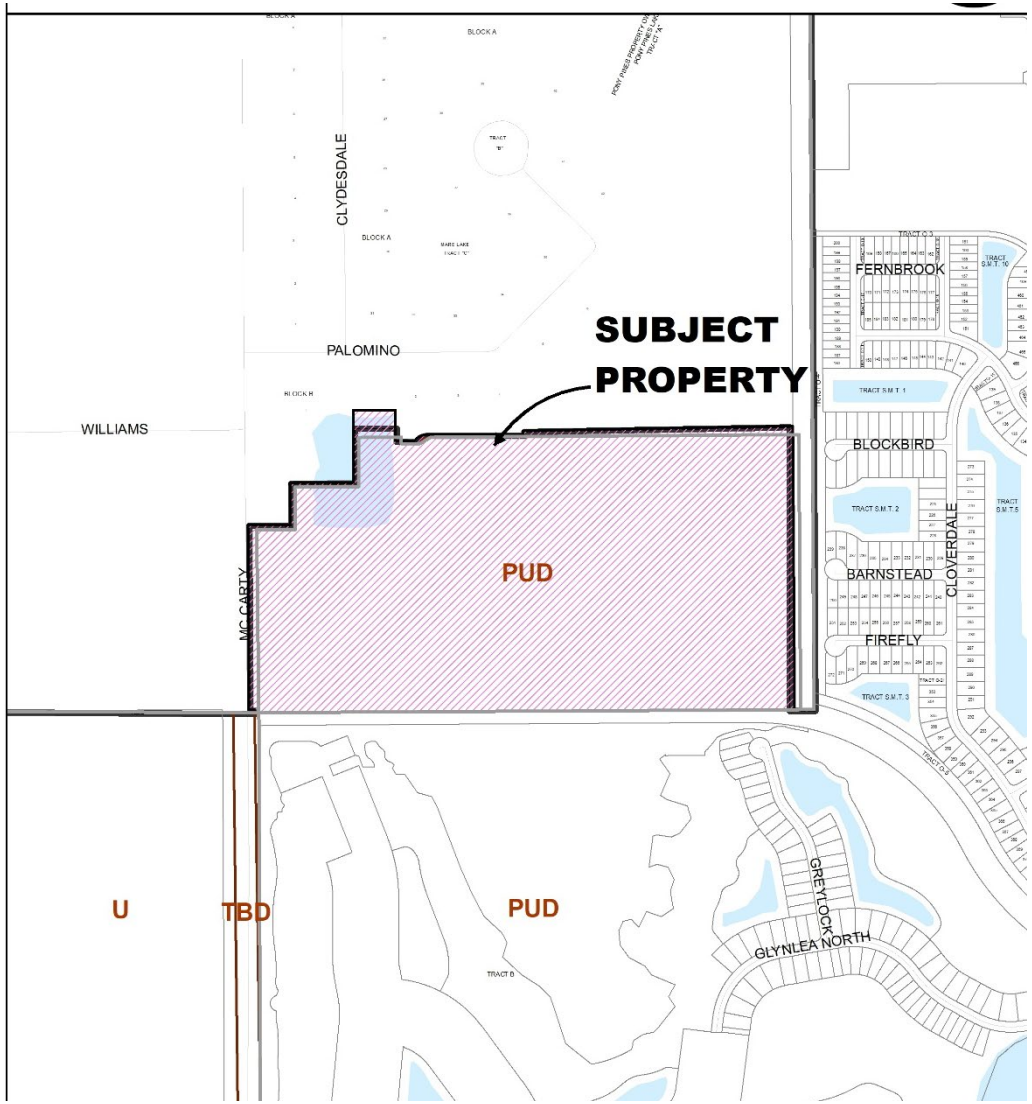
Request Summary

Owner:	McCarty Road, LLC
Applicant:	Lucido and Associates
Location:	The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road
Request:	A request to amend the McCarty Road PUD

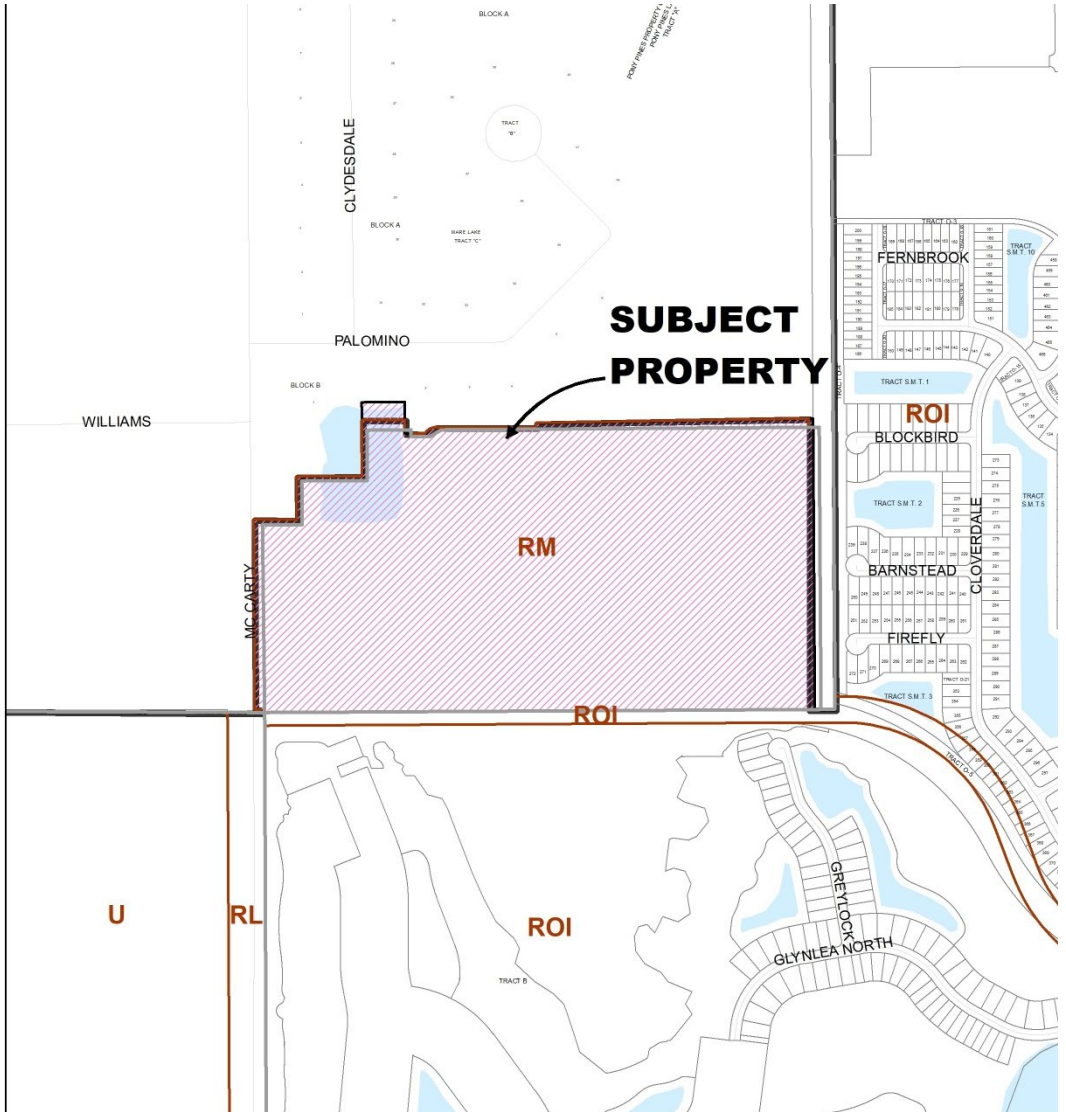
Location Map



Zoning


CLYDESDALE
PALOMINO
WILLIAMS
MC CARTY
SUBJECT PROPERTY
PUD
FERNBROOK
BLOCKBIRD
BARNSTEAD
CLOVERDALE
FIREFLY
U
TBD
PUD
GREYLOCK
GLYNLEA NORTH

Future Land Use Map



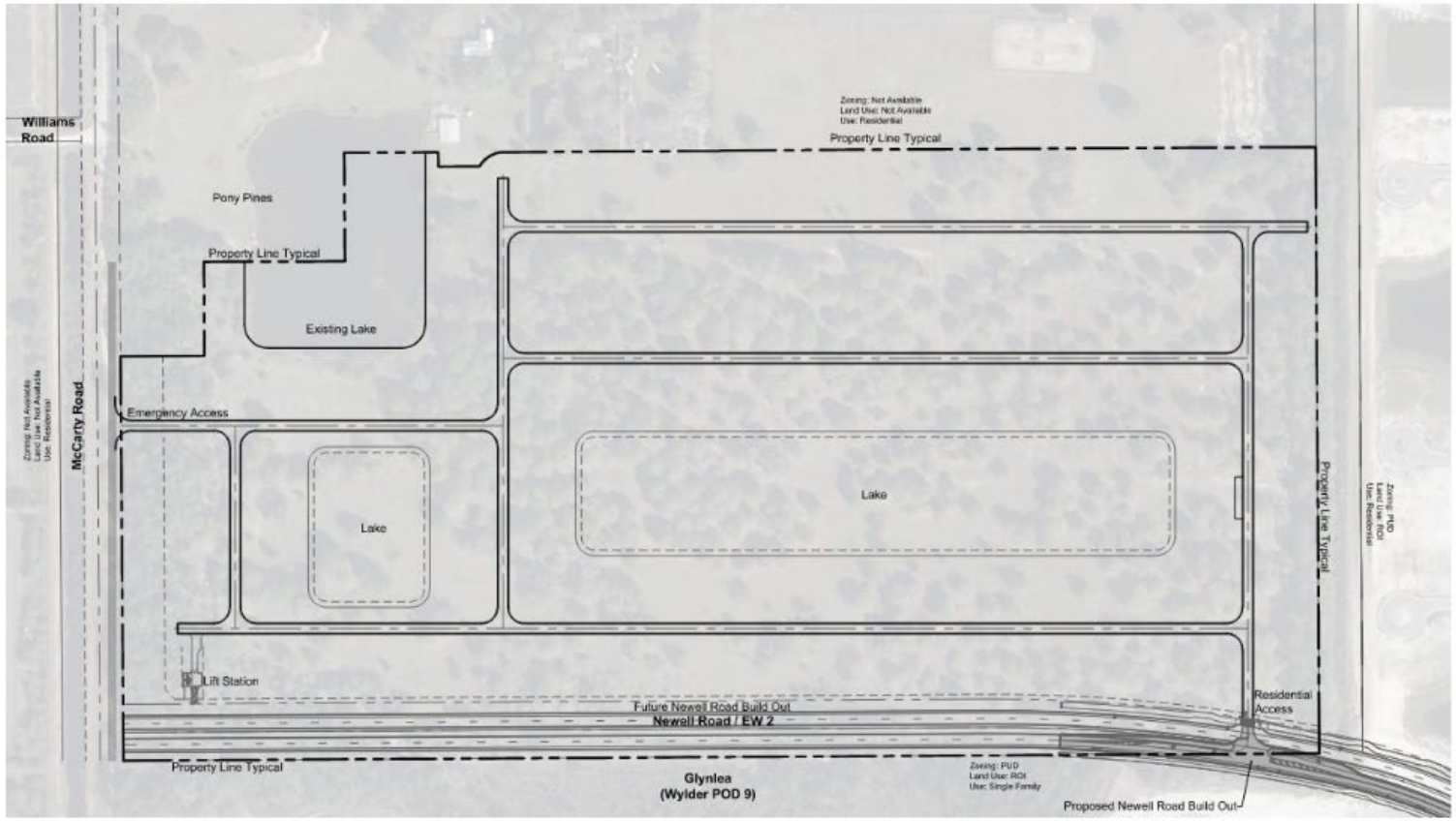
Project Background

- The McCarty Road PUD is approximately 72.02 acres in size. The PUD was approved in October 2009.

- The McCarty Road PUD is approved for multi-family development.

Proposed Project

- This application is the first amendment to the PUD.
- Revise the project name from McCarty Road PUD to the Meadows.
- Change the permitted uses from townhomes to single-family dwelling units and reduce the number of units from 530 multifamily units to 321 single family units.
- It updates the concept plan, updates the transportation improvements and other miscellaneous changes.



Site Data

Future Land Use:		RM
Zoning:		PUD
Total Area:		72.02 ac.
Residential	51.93 ac.	
Right of Ways	7.85 ac.	
Lakes	12.24 ac.	

Project Number 23-341
Scale: 1" = 300'

NORTH

J:\Projects Active\23-341 McCarty PUD - Planning and Entitlement\Graphics\PUD GRAPHICS\The Meadows PUD Graphic.dwg

The Meadows - PUD

Port St. Lucie, Florida

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Land Use Consistency

- Per Objective 1.1.4: Future Land Use Element, Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with sound planning principles including the prevention of sprawl; energy efficiency, natural limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities.
- Per Objective 1.1.6: Future growth and development will be managed through the preparation, adoption, implementation and enforcement of land development regulations, including the use of PUD's, mixed use projects and to ensure coordination and consistency with interagency hazard mitigation plans of resource planning and management plans pursuant to Chapter 380.F.S.
- The subject property is located in the City's northwest annexation area and within the City's utility service area. Per the annexation agreement, the developer is required to install or cause to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the property. In addition, the proposed PUD expands on the required water and sewer improvements to serve the property. The PUD amendment also includes the revised transportation improvements that are included in the amendment to the annexation agreement.

Traffic Improvements

1. Permit, Construct and open to the public E/W 5 two (2) on-site travel lanes from the terminus of the Wylder/Pod 9 extension to 300 feet west of The Meadows PUD entrance to provide site related access to future uses within the development, and provide turnover to the City of a use agreement for the portion of roadway crossing the North St. Lucie River Water Control District Canal No. 91 right-of-way.

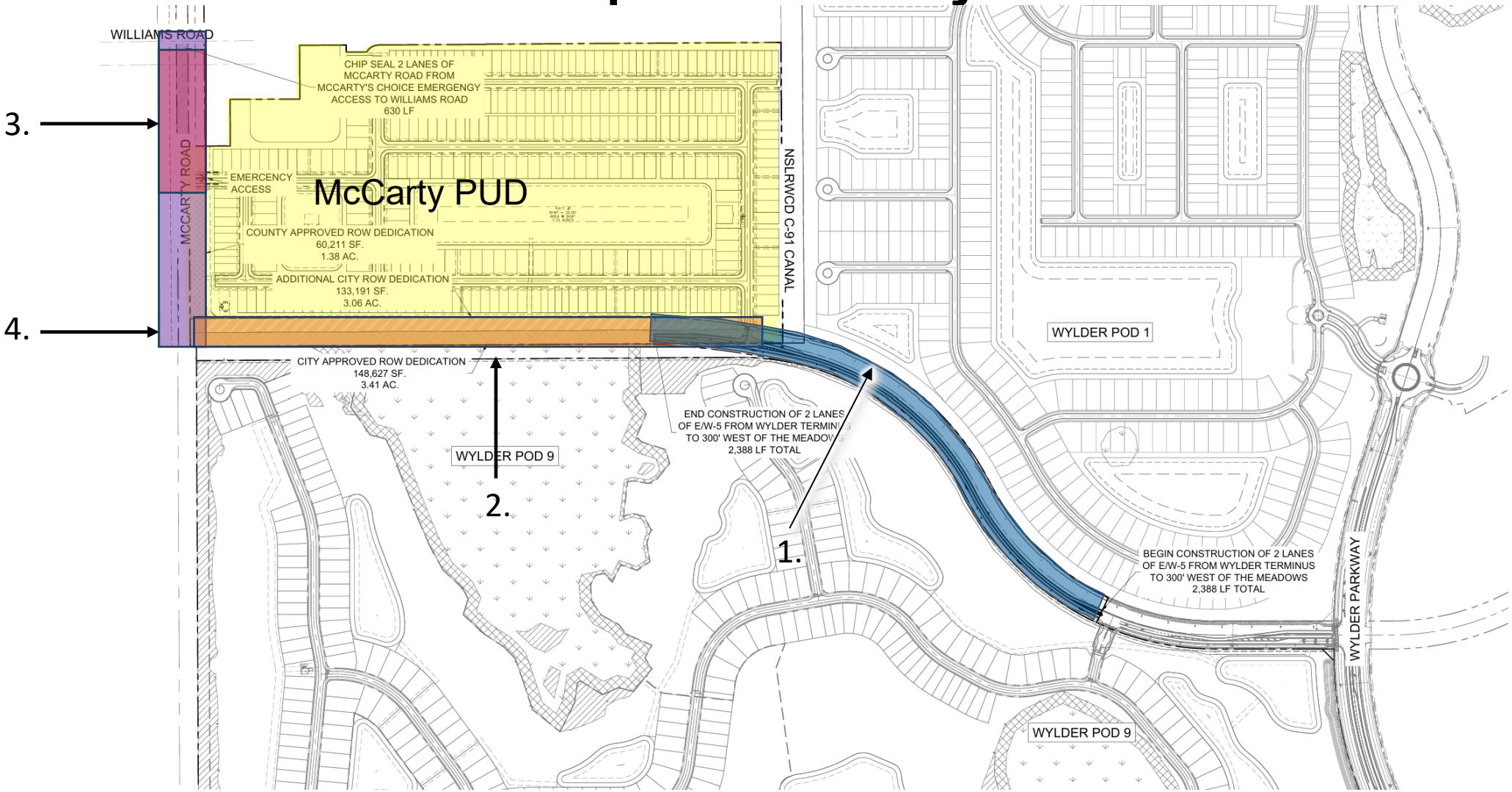
2. Convey to the City 120 feet of right-of-way (±281,818 square feet/6.47 acres) along E/W 5 extending along the southern boundary of The Meadows PUD prior to the platting of any portion of the Property. Concurrent with conveyance of this segment of right-of-way, a 10’ public utility easement will be conveyed on both sides of the right-of-way in a form agreeable to the City

Traffic Improvements

3. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD northern property line just north of Williams Road south to the proposed secondary emergency access driveway, prior to the issuance of the 100th residential plot permit for the Property;

4. Convey to St. Lucie County 70 feet of right-of-way (±60,211 square feet/1.38 acres) along McCarty Road extending along the entirety of The Property's western property line, prior to the platting of any portion of the Property. Dedication of right-of-way shall occur in the manner outlined in Section 24-264 and Section 24-267 of the St. Lucie County Code of Ordinances. Within two hundred and forty (240) days of the Effective Date convey a 20' City Utility easement on the east side of the foregoing right-of-way, in a form agreeable to the City of Port St. Lucie

Proposed Project



Recommendation

The Site Plan Review Committee recommended approval of the proposed PUD amendment at the April 22, 2026, Site Plan Review Committee meeting.

The Planning and Zoning Board recommended approval of the proposed PUD rezoning at the May 5, 2026, public hearing.

Agenda Summary

2026-465

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.f

Placement: First Reading of Ordinances / Quasi-Judicial Hearing

Action Requested: Motion / Vote

Ordinance 26-51, Quasi-Judicial, Public Hearing, an Ordinance Amending the Master Planned Unit Development (MPUD) Document and Concept Plan for Wilson Groves Parcel A (P25-178).

Submitted By: Daniel Robinson, Planner III

Strategic Plan Link: N/A - Development Application

Executive Summary (General Business): Sundance PSL I, LLC, has applied to amend the Wilson Groves - Parcel A Master Planned Unit Development. Parcel A consists of approximately 390.375 acres of property located within the Wilson Groves DRI north of Becker Road, south of SW Hegener Drive (FKA Paar Drive), and between N/S A and N/S B. This application is to reference independent design standards for this MPUD. Section 2.1.1 of The Citywide Design Standards allows exception for MPUD zoning that provides independent design standards and has the exception approved as part of the MPUD approval.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council adopt the ordinance as recommended by the Planning Board.

Alternate Recommendations:

1. Move that the Council amend the recommendation and adopt the ordinance.
2. Move that the Council deny the ordinance and provide direction.

Background: The Planning and Zoning Board recommended approval of the MPUD amendment at their May 5, 2026, meeting.

Issues/Analysis: The proposed MPUD is attached as Exhibit "A". The proposed changes are included in the MPUD document and are shown as ~~strike~~ ~~through~~ and underlined. An application to update the MPUD to provide independent design standards and guidelines for this MPUD per the exceptions listed in the Citywide Design Standards. No entitlements in the MPUD are being changed.

Financial Information: N/A

Special Consideration: N/A

Location of Project: Located north of Becker Road, west of future roadway N/S B, east of future roadway N/S A and south of the future extension of SW Hegener Drive.

Business Impact Statement: N/A

Attachments:
1. Ordinance
2. Exhibit “A”
3. Staff Report
4. Application
5. Staff Presentation

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 25290-05

Legal Sufficiency Review:
Reviewed by Carly Fabien, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

ORDINANCE 26-

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING FOR THE SECOND AMENDMENT OF THE MASTER PLANNED UNIT DEVELOPMENT (MPUD) REGULATION BOOK FOR WILSON GROVES PARCEL A MPUD LOCATED NORTH OF BECKER ROAD, WEST OF FUTURE ROADWAY N/S B, EAST OF FUTURE ROADWAY N/S A AND SOUTH OF FUTURE EXTENSION OF SW HEGNER DRIVE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABLITLY; AND PROVIDING AN EFFECTIVE DATE (P25-178).

WHEREAS, Cotleur and Hearing, Inc., acting as agent for Sundance PSL I, LLC, the owner, seeks to amend the Wilson Groves Parcel A Master Planned Unit Development (MPUD) Regulation Book for 390.375 acres of property, located north of Becker Road, west of future roadway N/S B, east of future roadway N/S A and south of the future extension of SW Hegener Drive; and

WHEREAS, by Ordinance #24-13, of the City of Port St. Lucie, the City of Port St. Lucie City Council approved a MPUD Conceptual Master Plan and Regulation Book for Wilson Groves Parcel A MPUD (P21-148), a development located in a Master Planned Unit Development Zoning District, and

WHEREAS, Cotleur and Hearing, Inc., has submitted an amendment to the Wilson Groves Parcel A MPUD Regulation Book to the City; and

WHEREAS, the proposed amended MPUD Regulation Book Plan is consistent with all applicable elements of the City's adopted Comprehensive Plan and complies with the

City's Code of Ordinances, including Section 158.170, et seq.; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on May 5, 2026, to consider the MPUD Amendment application (P25-178), notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on May 26, 2026, to consider the MPUD Amendment application (P25-178), advertising of the public hearing having been made; and

WHEREAS, the City Council has considered the application (P25-178) and based on substantial and competent evidence, including the recommendations of the Planning and Zoning Board, the City Council has determined to approve the Wilson Groves Parcel A MPUD Conceptual Master Plan and Regulation Book, attached as composite Exhibit "A".

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

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

Section 2. The Wilson Groves Parcel A MPUD Conceptual Master Plan and Regulation Book are amended as described in the Wilson Groves Parcel A MPUD

Amendment document which is hereby formally adopted and attached as composite Exhibit "A".

Section 3. The Wilson Groves Parcel A MPUD document shall be the internal MPUD standards for the subject property.

Section 4. Conflict. If any ordinances, or parts of ordinances, or if any sections or parts of sections of the ordinances of the City of Port St. Lucie, Florida, are in conflict herewith, this Ordinance shall control to the extent of conflicting provisions.

Section 5. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after its final adoption.

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ORDINANCE 26-

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____ 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

Exhibit A

Presented to:
City of Port St. Lucie Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

REZONING AND MASTER PLANNED UNIT DEVELOPMENT

WILSON GROVES – PARCEL A

Revised ~~March 12, 2025~~ April 8, 2026

City of Port St. Lucie Project No.: ~~P25-048~~ P25-178

PSLUSD #11-681-A

	Approval Date	PSL Project No:	Ord No:
Original Base	April 8, 2024	P21-148	Ordinance 24-13
Amendment #1	March 14, 2025	P25-048	N/A
Amendment #2	TBD	P25-178	TBD

Prepared by:
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Ph. 561-747-6336

EXHIBIT 1
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EXHIBIT 2
LIST OF PROJECT PROFESSIONALS

LANDOWNER:	SUNDANCE PSL I, LLC Alexander Akel, Manager 7111 Fairway Drive, Suite 210 Palm Beach Gardens, FL 33418 T: (561) 359-3049 alex@akelhomes.com
DEVELOPER:	SUNDANCE PSL I, LLC- Alexander Akel, Manager 7111 Fairway Drive, Suite 210 Palm Beach Gardens, FL 33418 T: (561) 359-3049 alex@akelhomes.com
PLANNER/CONSULTANT:	COTLEUR & HEARING George Missimer, Partner 1934 Commerce Lane, Suite 1 Jupiter, FL 33458 T : (561) 406-1012 F: (561) 747-1377 Gmissimer@cotleur-hearing.com
LEGAL COUNSEL:	LEWIS LONGMAN WALKER Tara W. Duhy, Executive Shareholder 360 South Rosemary Avenue, Suite 1100 West Palm Beach, FL 33401 T: (561) 640-0820 tduhy@llw-law.com

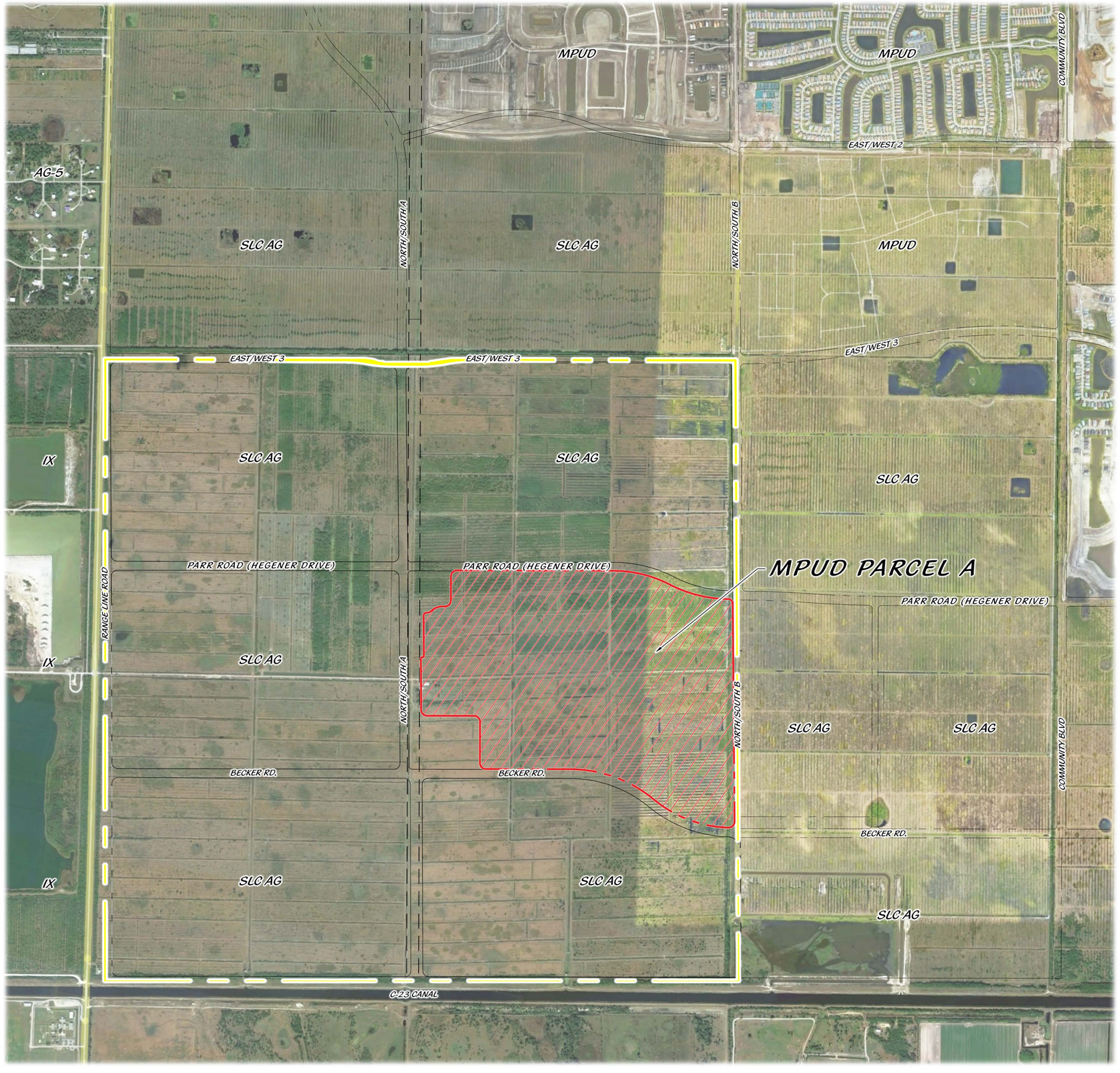
EXHIBIT 3
INTRODUCTION

The comprehensive area of the Parcel A MPUD for Wilson Groves (a/k/a Sundance MPUD) is 390.3748 acres included as part of the Wilson Groves Development of Regional Impact (Wilson Groves DRI). The Parcel A MPUD is a proposed residential development within Wilson Groves that is generally located north of Becker Road and west of North/South B (N/S B) Road. The sole land use sub-district included within this Parcel A MPUD is residential.

The Wilson Groves Parcel A MPUD will consist of approximately 390 acres of residential land use. The residential area may consist of neighborhoods of housing, Recreation Center, schools, parks, places of worship and civic facilities essential to the daily life of the residents. This Parcel A MPUD is set to ensure the development has consistent standards and regulations to meet the developer's needs and City's expectations. The area will be supplied with water and wastewater service by the City of Port St. Lucie Utility Systems Department (PSLUSD) and will comply with all applicable City Ordinances, Policies, Specifications, and Regulatory Agencies governing such service. The primary access point will come from Becker Road, the secondary access point will come from North/South A road, and the designated EMS-only access point will come from N/S B.

EXHIBIT 4
SITE LOCATION MAP

(See next page)



LEGEND

MPUD PARCEL A

PSL PROJ# P25-178

PSLUSD# 11-681-00

PSL# P21-148

EXISTING ZONING MAP

0' 500' 1000' 2000' 3000' 4000'

Scale: 1" = 500'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

MPUD PARCEL A

Port St. Lucie, Florida

DESIGNED	DTS
DRAWN	PRP
APPROVED	DTS
JOB NUMBER	20-0518
DATE	12-22-23
REVISIONS	

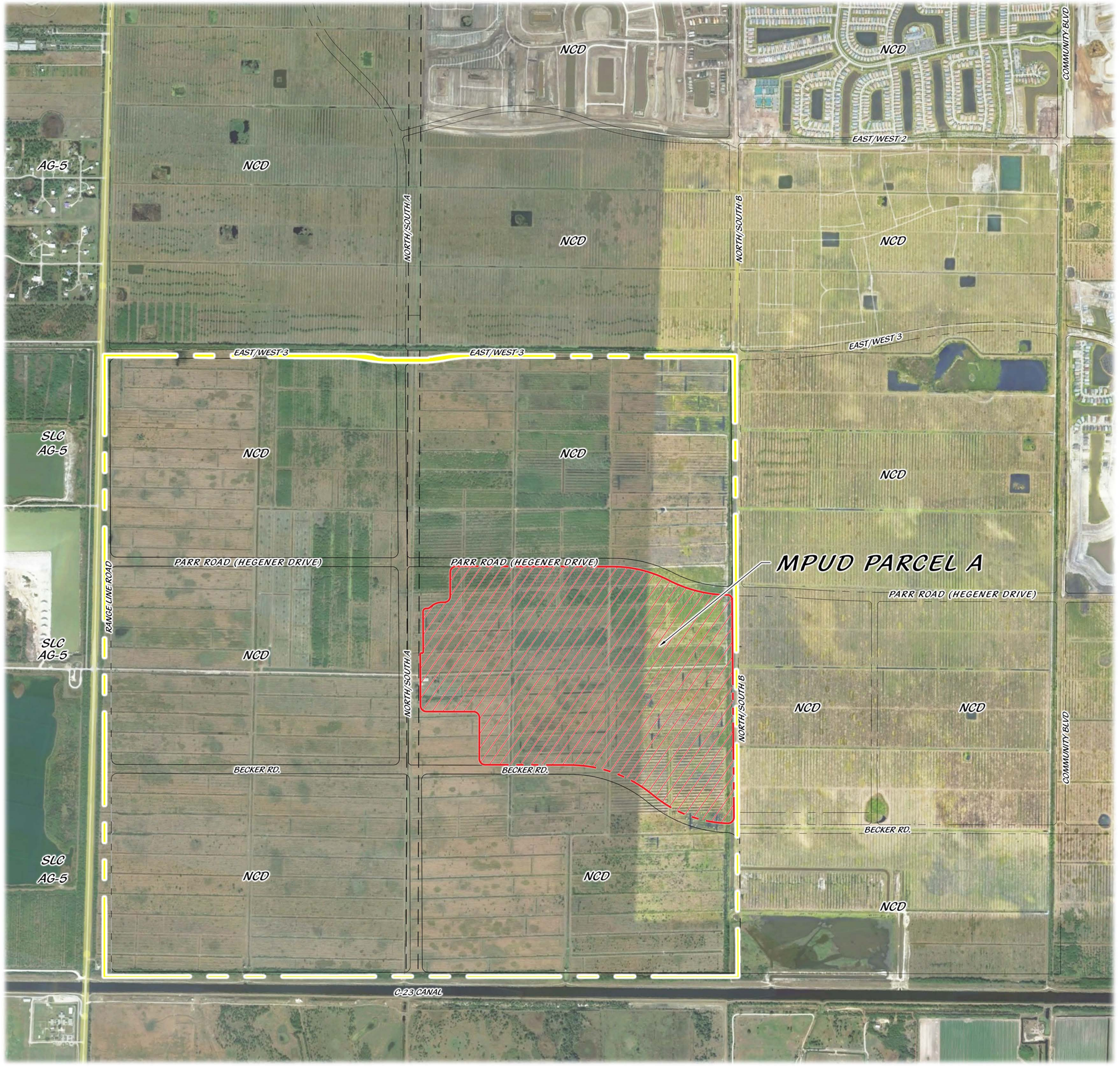
Drawing: 20-0518_PUD MASTER PLAN_12-18-23.DWG
December 18, 2023

SHEET 1 OF 1

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

EXHIBIT 5
FUTURE LAND USE CONTEXT MAP

(See next page)



LEGEND

MPUD PARCEL A

PSL PROJ# P25-178

PSLUSD# 11-681-00
PSL# P21-148

EXISTING FUTURE LAND USE MAP

0' 500' 1000' 2000' 3000' 4000'

Scale: 1" = 500'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

MPUD PARCEL A
Port St. Lucie, Florida

DESIGNED	DTS
DRAWN	PRP
APPROVED	DTS
JOB NUMBER	20-0518
DATE	12-22-23
REVISIONS	

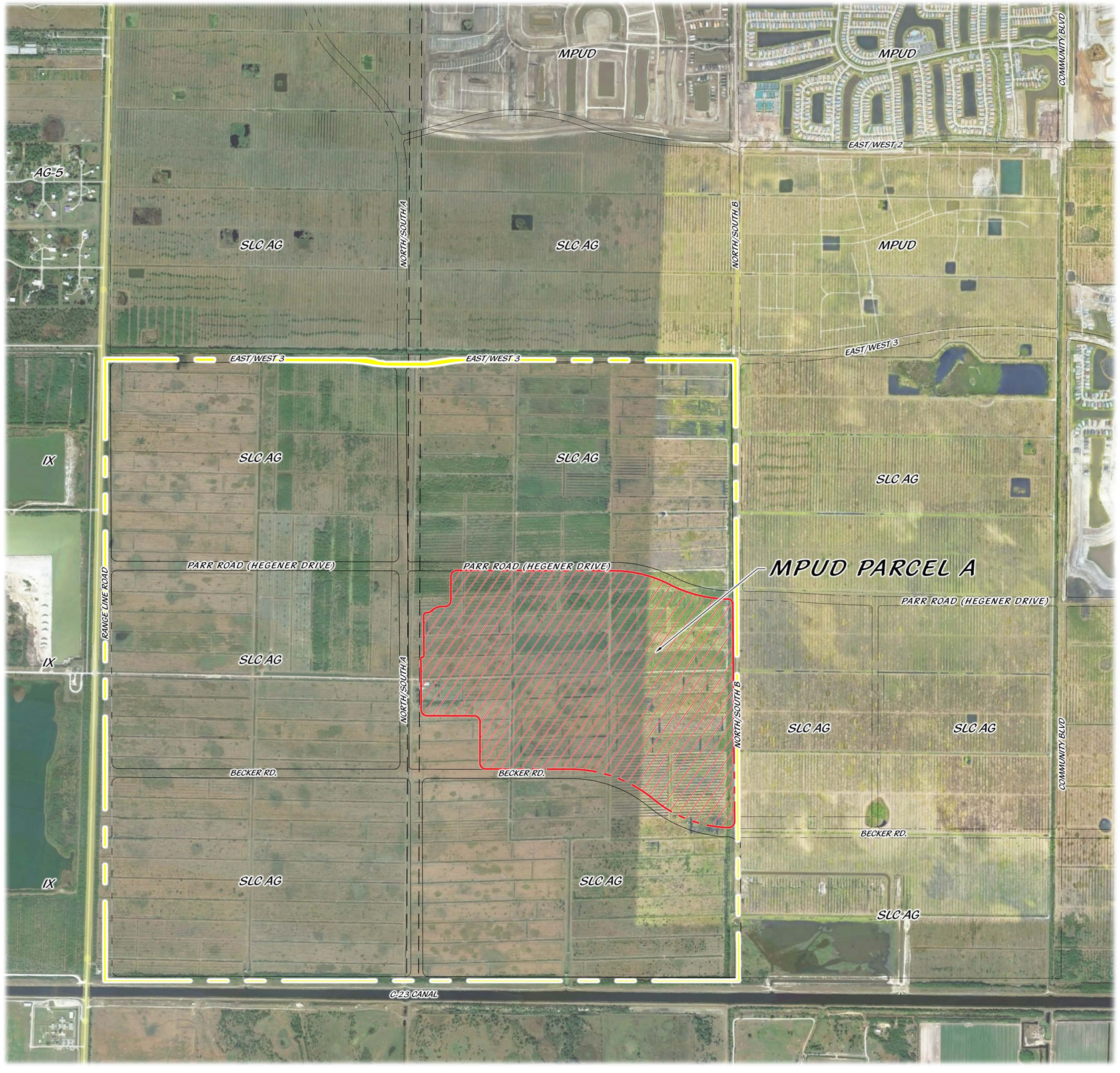
December 18, 2023
Drawing: 20-0518_PUD MASTER PLAN_12-18-23.DWG

SHEET 1 OF 1

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

EXHIBIT 6
ZONING CONTEXT MAP

(See next page)



LEGEND

MPUD PARCEL A

PSL PROJ# P25-178

PSLUSD# 11-681-00

PSL# P21-148

EXISTING ZONING MAP

0' 500' 1000' 2000' 3000' 4000'

Scale: 1" = 500'

North

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MPUD PARCEL A

Port St. Lucie, Florida

DESIGNED	DTS
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APPROVED	DTS
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REVISIONS	

Drawing: 20-0518_PUD MASTER PLAN_12-18-23.DWG
December 18, 2023

SHEET 1 OF 1

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

EXHIBIT 7
MPUD REZONING APPLICATION

(See next page)

PUD AMENDMENT APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Gmissimer@cotleur-hearing.com

PROPERTY OWNER: Sundance PSL I LLC

Name: Alex Akel

Address: 7111 Fairway Drive, Suite 210, Palm Beach Gardens, FL 33418

Telephone No. 561-359-3050 Email Alex@akelhomes.com

AGENT OF OWNER (if any)

Name: George Missimer

Address: 1934 Commerce Lane, Suite 1, Jupiter, Florida 33458

Telephone No. 561-406-1008 Email Gmissimer@cotleur-hearing.com

PROPERTY INFORMATION

Legal Description: Please see attached Legal Description.
(Include Plat Book and Page)

Parcel I.D. Number: 4329-501-0020-000-6

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: NCD Acreage of Property: 390.3748

Reason for amendment request: The reason for the minor MPUD amendment request is to allow for a deviation from the City's Design Standards and approve the 12" roof overhang for all residential structures - see page 25.

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

George Missimer — Signature of Owner
George Missimer — Hand Print Name
3/6/2025 — Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

PUD AMENDMENT APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5213

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: Gmissimer@cotleur-hearing.com

PROPERTY OWNER: Sundance PSL I LLC

Name: Alex Akel

Address: 7111 Fairway Drive, Suite 210, Palm Beach Gardens, FL 33418

Telephone No. 561-359-3050 Email Alex@akelhomes.com

AGENT OF OWNER (if any)

Name: George Missimer

Address: 1934 Commerce Lane, Suite 1, Jupiter, Florida 33458

Telephone No. 561-406-1027 Email Gmissimer@cotleur-hearing.com

PROPERTY INFORMATION

Legal Description: Please see attached Legal Description
(Include Plat Book and Page)

Parcel I.D. Number: 4329-501-0020-000-6

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: NCD Acreage of Property: 390.3748

Reason for amendment request: Please refer to the attached Cover Letter.

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

George missimer — Signature of Owner
George Missimer — Hand Print Name
10/10/2025 — Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

EXHIBIT 8
AUTHORIZATION LETTER

(See next page)

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

February 1, 2024

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: LETTER OF AUTHORIZATION

To Whom It May Concern:

Please allow this letter to serve as authorization for Cotleur & Hearing and its staff to act as agents for the area owned by ACR Acquisition, LLC in the Wilson Grove project, located at the intersection on North East Becker Road and Range Line Road in the Western Annexation Area of the City of Port St. Lucie, Florida, for the purposes of obtaining approvals and permits from state and local government agencies regarding Development Order Amendment, MPUD, Comprehensive Plan, and other similarly related applications.

AUTHORIZED SIGNATORY FOR ACR ACQUISITION, LLC

Alexander Akel
PRINTED NAME

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF Palm beach

The foregoing instrument was acknowledge before me by means of ✓ physical presence or ___ online notarization this 1st day of February, 2024 by Alexander Akel who is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

Notary Public State of Florida
Destiny Morinvil
My Commission HH 365851
Expires 2/22/2027

NOTARY PUBLIC, State of Florida

EXHIBIT 9
MPUD APPLICATION CHECKLIST

1. Letter of Unified Control of the entire area within the MPUD is enclosed as Exhibit 10.

2. Wilson Groves – Parcel A is to be an MPUD approved residential community consisting of 1,180 residential units for a density of approximately 3.0 dwelling units per acre.

3. The Conceptual Plan for Wilson Groves Parcel A MPUD is attached as Exhibit 16A for this submittal package.

4. Please see Exhibit 11 for the General Standards established for this Master Planned Unit Development. Development uses and standards are shown in Exhibit 13.

CONCEPT PLAN SUFFICIENCY CHECKLIST

Revised September, 2011

Project Name: Wilson Groves Parcel A MPUD

Project Number: P21-148 New Submittal _____ or Resubmittal ✓ (Check One)

Applicant should submit the concept plan package to Planning & Zoning Department with all items listed below to initiate the review process. Other drawings or information may be required, if deemed necessary, upon review of the submittal for the Site Plan Review Committee Meeting.

The Applicant should complete the Project Information, Applicant Checklist and Applicant Certification. Use the following to complete the checklist: ✓ = *Provided* *X = Incomplete or Missing* *NA = Not Applicable*

Applicant Checklist	*Description of Item Provided*	*Sufficient* P&Z	Eng.	Utility
	Sufficiency Checklist: One original completed and signed by applicant.			
	Cover Letter: Sixteen copies of a typed letter explaining the purpose and history of the application.			
	Written Response to Comments: Sixteen copies. For resubmittals only.			
	Completed Application: Sixteen copies. Use black ink or type to fill out completely and legibly.			
	Owner's Authorization: Sixteen copies of authorization on Owner's letterhead.			
	Application Fees: Refer to each department's fee schedule.			
	Proof of Ownership:			
	Three copies of the recorded deed(s) for each parcel with the exact same name for each parcel or…			
	…Unity of Title			
	PUD/MPUD Document and Concept Plan (Sections 158.170 – 158.175 of the Zoning Code):			
	Sixteen sets of 11" x 17" concept plans			
	Show traffic access points			
	Show drainage discharge locations			
	Show proposed water and sewer connection points			
	Evidence of unified control and binding PUD agreement			
	Density statement			
	Proposed zoning district regulations			
	LMD Rezoning and Concept Plan (Section 158.155(M) of the Zoning Code):			
	Sixteen sets of 11" x 17" concept plans			
	Show traffic access points			
	Show drainage discharge locations			
	Show proposed water and sewer connection points			
	Evidence of unified control and development agreement			
	Preliminary building elevations			
	Landscape Plan			
	SEU Concept Plan:			
	Sixteen sets of 11" x 17" plans – either approved site plan or proposed concept plan			

CONCEPT PLAN SUFFICIENCY CHECKLIST
Revised September, 2011

Project Name: Wilson Groves Parcel A MPUD

Project Number: P 21-148 New Submittal _____ or Resubmittal X (Check One)

Applicant Certification

I, George Mossimer *(Print or type name)*, do hereby certify that the information checked above has been provided to the City of Port St Lucie for the subject project. I understand that the checklist is used to determine if the submittal is complete so that the project can be added to the Site Plan Review Agenda. I further understand that review of the submittal contents will not be made at this time and that a sufficient submittal does not exempt a project from being tabled or denied at the Site Plan Review Committee.

(Signature of Applicant) 3-14-25 *(Date)*

Planning and Zoning Department Representative

I, _____ *(Print name)*, as a representative of the Planning and Zoning Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date)*.
Additional Comments:

(Signature of Planning and Zoning Department Representative) *(Date)*

Engineering Department Representative

I, _____ *(Clearly print or type name)*, as a representative of the Engineering Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date)*.
Additional Comments:

(Signature of Engineering Department Representative) *(Date)*

Utilities System Department

I, _____ *(Clearly print or type name)*, as a representative of the Utilities System Department, find that this submittal is **Sufficient / Non-Sufficient** based upon my review on _____ *(date)*
Additional Comments:

(Signature of Utility System Department Representative) *(Date)*

EXHIBIT 10
LETTER OF UNIFIED CONTROL

(See next page)

March 12, 2025

Teresa Lamar-Sarno
Deputy City Manager
Planning & Zoning
City of Port St. Lucie
772-873-6379

RE: Wilson Groves MPUD
City of Port St. Lucie

Dear Ms. Lamar-Sarno:

This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning Requirements. Sundance PSL I, LLC is the owner of record of the subject property. Please feel free to contact this office if you have any questions.

Sincerely,

By: Sundance PSL I, LLC.

Authorized Signatory for ACR Acquisition, LLC

Kamzi Akel
Printed Name

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

STATEMENT OF UNIFIED CONTROL

Project Name(s): P25-178 – Wilson Groves Parcel A MPUD Amendment

The property described on Exhibit "14" of the application package for the Wilson Groves Parcel A MPUD (the "Property") is under unified control due to all property owners being subject to the Declaration of Community Covenants for Sundance Master Property Owners Association, Inc., recorded in Book 5302, Page 1823 of the Public Records of St. Lucie County, Florida. All property owners are subject to the regulations contained in the Wilson Groves Parcel A MPUD conceptual plan and Development Uses and Standards, and any subsequent amendments, including the Binding P.U.D Agreement, Exhibit 15 of the Wilson Groves Parcel A PUD Rezoning, executed in 2024.

[SIGNATURES TO FOLLOW]

Sundance PSL I, LLC

Signature	Title	Date
	Manager	11-18-25

Alexander Akel
Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of** ☑ **physical presence or** ☐ **online notarization**, this 18th day of Nov, 2025, by Alex Akel, who is personally known to me.

Signature of Notary Public

Destiny Morinvil
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 02/22/2027

NOTARY SEAL/STAMP

Notary Public State of Florida
Destiny Morinvil
My Commission HH 365851
Expires 2/22/2027

Catalina Palms Homeowners Association, Inc.

Signature	Manager Title	11-18-25 Date

Alexander Akel
Print Name

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me **by means of ☑ physical presence or ☐ online notarization**, this 18th day of NOV, 2025, by Alex Akel, who is personally known to me.

Signature of Notary Public

Destiny Morinvil
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 02/22/2027

NOTARY SEAL/STAMP

Notary Public State of Florida
Destiny Morinvil
My Commission HH 365851
Expires 2/22/2027

EXHIBIT 11
GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

Pursuant to Section 158.172:

Area Requirements: The Wilson Groves Parcel A MPUD is 390.3748 acres consisting of a Residential sub-district containing 390.3748 acres, which exceeds the fifty (50) acre minimum requirement for the establishment of a MPUD required by Policy 1.2.6.2 of the City's Comprehensive Plan and the two (2) acre minimum required by Section 158.187 in the NCD land use, Ordinance 12-13.

Relation to Major Transportation Facilities/ Location of Parcel A: The Wilson Groves Parcel A MPUD is located on the north side of Becker Road, east of North/South A, west of North/South B, and south of Paar Drive (a/k/a Hegener Drive). Main access to the property will be along Becker Road. The property entrances shall be located so as to provide access to the property without creating or generating traffic along minor streets in residential areas or districts outside the MPUD.

Prior to the first non-model residential building permit in Parcel A, the contracts will be let for the construction of a stabilized section of Farm Road A to the emergency access ingress/egress located off Range Line Road. This stabilized section of Farm Road A being utilized for emergency ingress/egress to Parcel A shall remain open until such time as the project's secondary entry on North/South A is available for emergency ingress/egress. More specifically, this emergency access is intended to serve as a secondary access point for emergency vehicles servicing occupied homes. Emergency access may be secured by a gate, provided an emergency lock box is installed. No residents can occupy units prior to completion and until the opening of this temporary stabilized section of Farm Road A.

Per the NFPA 1141 (2017) Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas and as required by Section 158.187(B) City of Port St. Lucie Code of Ordinances, Wilson Groves is providing two full access points and one emergency-only access, as shown on the conceptual plan in Exhibit 16A, to facilitate use during the event of an emergency. The second, paved, resident full access connecting to N/S A and continuing south to Becker Road shall be submitted to the City for review with the plat that includes the 600th dwelling unit of the Parcel A MPUD. The contracts shall be let for the second full access point prior to the issuance of the 600th residential building permit. The EMS access shown on Exhibit 16A will be provided with the development of the phase in which the access is located and shall be available upon removal of the other emergency accesses along N/S A or Farm Road A. EMS access shall be gated and locked at all times except when required for use by the St. Lucie County Fire District (SLCFD) or other emergency services personnel. SLCFD shall have the right to open this gated access through means of digital key, Knox Lock, or other similar devices as SLCFD deems appropriate. N/S B is only required to be stabilized up to the EMS-only access point to provide EMS personnel with the ability to utilize the EMS access.

Consistency with the City's Comprehensive Plan: The Wilson Groves Parcel A MPUD is consistent with the City's Comprehensive Plan. Policy 1.2.2.3 requires neighborhoods in the Residential sub-area to be a minimum size of 10 acres and a maimum size of 750 acres. Parcel A is approximately 390 acres and is within two (2) miles of existing and planned shops, services, and other activities, providing consistency with Policy 1.2.2.3.b of the City's Comprehensive Plan. Access to the community will be provided by Becker Road.

Relation to Utilities, Public Facilities and Services: The Wilson Groves Parcel A MPUD parcel will be served by Port St. Lucie Utility Systems Department for water and wastewater, a public service provider acceptable to the city for phone, gas and cable service, and Florida Power & Light with electricity. All utilities will be underground.

PSL Utility Systems Department will be in City right-of-way or utility easements. All City utility communications are by private fiber optic systems. No radio communication or shared fiber is permitted.

PSL Utility Systems Department may require the developer to pay the city for reuse water to be utilized for irrigation, equal to the amount of wastewater generated by the project within one year of written notice from the City of reclaimed water being considered available to the Project.

Physical Character of the Site: The Parcel A MPUD is located within the Wilson Groves Development of Regional Impact (DRI). The current use of this site is agriculture.

EXHIBIT 12
SITE INFORMATION

(A) TOTAL ACREAGE:

Development areas included within this MPUD:

- Residential 390.3748 acres

See graphic Exhibit 16A for MPUD Conceptual Plan. Individual detail plans will be provided for each sub-element as it is finalized.

(B) MODEL AREA

The proposed location of model/sales areas shall be determined as individual sub-elements are developed and approved through the plan review process and require approval of the Site Plan Review Committee.

They shall be utilized as a model and sales area in an orderly and organized manner. These shall remain in effect until such time that it is practical to offer these home sites for purchase. The model and sales area may be utilized to sell other residential MPUDs approved within the Wilson Groves DRI; therefore, there shall be no limitation of the maximum duration of time the model and sales area may be utilized for a sales and model area of the Wilson Groves DRI. The primary access point off Becker Road to the Parcel A MPUD community shall also serve as the model row access for the Parcel A MPUD. This primary access shall remain in its constructed location even if model row is no longer used as a sales and model area. Fences may be located in private road rights of ways, lake maintenance easements, and cross property line for the model home areas. Site plan approval is required, and a bond shall be posted with the City ensuring its removal when the models revert to private residences.

Bonding for model homes will include removal of the parking area, sidewalks, street trees, streetlights, and fences (if necessary and/or appropriate), and any other work, including the final lift of asphalt that is required to restore the public areas to their ultimate use.

(C) PEDESTRIAN WAYS:

The major system of pedestrian movement will consist of sidewalks adjacent to the streets with connections to the neighborhoods. The minor systems will be developed within the neighborhoods as development occurs consistent with Section 158.189(E)(2), City of Port St. Lucie Code of Ordinances.

Each proposed private roadway shall provide sidewalks consistent with Exhibits 18A and 18B. Exhibit 18A provides a typical 50-foot right-of-way section with one sidewalk on one side of the street. Exhibit 18B provides a typical 80-foot right-of-way section that depicts two sidewalks (one on each side of the street).

EXHIBIT 13
DEVELOPMENT USES AND STANDARDS

SECTION 1 – RESIDENTIAL AREA

(A) Permitted Principal Uses and Structures: Neighborhoods within the Residential area may include the following principal uses and structures.

1. Single-family dwelling (detached).

2. Villa dwelling. A villa dwelling is defined as two single-family residential units sharing a common wall along a common property line.

3. Townhouse dwelling. A townhouse dwelling is defined as 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.

4. Park or playground, or other public or private recreation or cultural facility (including but not limited to: golf course or clubhouse, with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests of the clubhouse); open space devoted to the conservation and maintenance of natural waterways, vegetation and wildlife, hiking and/or bicycle trails; golf cart pathways; nature study areas and boardwalks; and picnic areas).

5. Temporary sales trailers, temporary sales & design buildings, and model home centers located upon the parcels for which sales activities are to be conducted. Temporary sales trailers, and sales & design buildings shall comply with all applicable Florida Building Code standards and City code. Model home centers shall comply with all development standards and criteria outlined in this MPUD. Temporary sales & design centers are allowed to be located upon and cross multiple lot lines and shall be subject to a demolition permit.

6. Temporary construction trailers to be reviewed or renewed every six (6) months. Temporary construction trailers shall be approved by the Public Works Department via a site exhibit and are not required to meet the development standards table in this exhibit.

7. Homes for use as construction offices. Homes for use as construction offices shall meet all development standards and criteria within this MPUD, and paved parking shall be provided if more than two (2) driveway spaces are required.

8. Temporary and permanent mail kiosks/cluster mailbox areas for mail delivery with paved parking lots.

9. Community gardens for vegetable and related food production, inclusive of community greenhouses, farm related storage buildings and structures, community social facility, and ancillary parking areas.

10. Recreational accessory uses and clubhouse shall be constructed and may include incidental retail uses such as cafeterias, gift and variety shops, soda bars, and similar use activities conducted solely for the convenience of patrons, members, residents and their guests, and visitors. Any designated recreation area may include a permanent mail kiosks/cluster mailbox area for mail delivery.

11. Guardhouse/gatehouse, gates and associated structural elements.

(B) Accessory Uses: As set forth within Section 2 herein.

(C) Minimum Lot Requirements:

1. Single-family dwelling: Three thousand one hundred fifty (3,150) square feet and width of thirty-five (35) feet.

2. Villa dwelling: One thousand eight hundred (1,800) square feet and width of twenty (20) feet.

3. Townhouse dwelling: One thousand four hundred forty (1,440) square feet and a width of sixteen (16) feet.

(D) Maximum Building Coverage:

1. Single-family: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

2. Villa dwellings: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

3. Townhouse dwellings: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

4. All other uses: Eighty (80) percent.

(E) Minimum Open Space: Thirty (30) percent shall be provided in the overall residential area. Within open space areas include a minimum of five (5) percent useable open space in the form of squares, greens, parks, and recreation areas. Lake areas intended for recreational

use and/or stormwater management shall be counted toward open space requirements.

(F) Maximum Building Height: Thirty-five (35) feet, measured to midpoint of roof pitch, provided that steeples and similar architectural embellishments shall have a maximum height of sixty-five (65) feet.

(G) Minimum Living Area:

1. Single-family dwelling: One thousand two hundred (1,200) square feet.

2. Villa dwelling: One thousand (1,000) square feet.

3. Townhouse dwelling: Studio, six hundred (600) square feet; one (1) bedroom, seven hundred (700) square feet; two bedroom, eight hundred (800) square feet; and three (3) bedroom, nine hundred (900) square feet.

(H) Minimum Roof Overhang: The minimum building roof overhang for all residential structures shall be 12 inches with a minimum fascia depth of 6 inches.

(I) Reserved

(J) Yard Requirements and Buffering: Minimum setbacks shall be stated below also indicated on Exhibit 17A, 17B, 17C, and Table 1 of the Parcel A MPUD.

1. Single-family dwelling:

   Front Yard: Front yard building setback of thirteen (13) feet, side loaded garage setback of thirteen (13) feet, and a front load garage setback of eighteen (18) feet.

   Side Yard: Each lot shall have two (2) side yards, each being of a minimum five (5) feet side setback to property line, and the total of which shall result in a separation of ten (10) feet between adjacent buildings. A side setback of ten (10) feet shall be provided adjacent to rights-of-way. A side setback of five (5) feet shall be provided adjacent to open space.

   Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet.

2. Villa dwelling:

   Front Yard: Front yard building setback of thirteen (13) feet and a front load garage setback of eighteen (18) feet.

   Side Yard: Villas (each building containing two dwelling units) shall have a side yard having a minimum distance of five (5) feet to establish the minimum distance separation of ten (10) feet between buildings.

Rear Yard: Each villa shall have a rear yard with a building setback line of ten (10) feet.

3. Townhouse dwelling:

   Front Yard: Front yard building setback of thirteen (13) feet and a front load garage setback of eighteen (18) feet.

   Side Yard: No portion of a townhouse or accessory structure in or related to one (1) group of contiguous townhouses shall be closer than fifteen (15) feet to any portion of townhouse or accessory structure related to another group. Townhome units located on the interior (between the end units of each building) of a townhome building shall have a zero (0) foot setback on both sides. A side yard having a minimum depth of fifteen (15) feet shall be provided between the side of any townhouse dwelling and a private or public street or right-of-way.

   Rear Yard: Each townhouse dwelling shall have a rear yard with a building setback line of ten (10) feet.

   No less than three (3) townhouse dwellings and no more than seven (7) townhouse dwellings shall be contiguous.

4. Permitted uses and structures listed in Sections 1. (A).4, 7, 8, 9, and 10:

   Unless otherwise specified within the MPUD, all setback requirements shall be established for each specific use as part of the site plan review process, in accordance with City Code requirements.

5. Buffering:

   Unless otherwise specified within the MPUD, buffering shall be provided in accordance with the applicable landscaping requirements of the City Code. Setback requirements shall be twenty-five (25) feet for front yards and from public rights-of-way.

(J) Off-Street Parking and Service Requirements: As set forth in Section 3 hereof.

(K) Access: Gated subdivisions shall provide a minimum distance of one hundred (100) feet from the gate to the right of way. There shall also be provided a space for buses and trucks to maneuver around before the gated entrance. Secondary resident restricted entrances shall provide a minimum distance of one hundred (100) feet from the gate to the right of way. A turnaround/maneuvering area sufficient to accommodate a box truck will be provided for the secondary resident restricted entrance. If utilities are provided in the areas beyond the gate, PSLUSD may be granted access and/or provided gate codes to have access for maintenance purposes.

(L) Further Approvals: Concurrent with any subdivision plats, a conceptual plan meeting the criteria set forth herein shall be submitted for review and approval by the City's Site Plan Review Committee. The conceptual plan for the lots subject to plat approval shall include adequate information to determine compliance with the required design standards set forth herein, including but not limited to lot sizes; location of open space and drainage areas; location of collector and local roads; and location of bike, pedestrian, multi-modal paths. A conceptual site plan and phasing plan shall be submitted with each subdivision application for townhomes.

(M) Dead End Streets / Cul-de-Sac: Dead-end streets terminating in a cul-de-sac shall not exceed one thousand (1,000) feet in length. The length shall be measured from the nearest intersection to the mid-point of the cul-de-sac. There shall be up to two (2) cul-de-sacs within the Parcel A MPUD that may exceed one thousand (1,000) feet in length but shall not be greater than one thousand two hundred (1,200) feet in length. Cul-de-sacs shall comply with all applicable Fire District standards and cul-de-sacs exceeding one thousand (1,000) feet in length shall be in accordance with Section 156.098 of the City of Port St. Lucie Code of Ordinances.

(N) Building Design Guidelines: The property included in the Parcel A MPUD is subject to the Amended Declaration of Community Covenants for Sundance Master Property Owners Association, Inc., recorded in Official Records Book 5302, Page 1823, of the Public Records of St. Lucie County, Florida (the "Declaration"), and shall continue to be subject to the Declaration. Article VIII of the Declaration creates an Architectural Review Committee (ARC) that is responsible for implementing and upholding the community design standards and guidelines. The City has been provided a copy of the current community design standards and guidelines, which may be amended from time to time. The ARC ensures that all proposed improvements, modifications, and new construction within the community are consistent with the established design vision, aesthetic harmony, and quality standards of the community. Through its review and approval process, the ARC helps preserve the community's character, promote cohesive architectural design, and maintain long-term property values. The ARC, and its community design standards and guidelines, satisfies section 2.1.1(3) of the Citywide Design Standards (CDS) providing that property with an NCD (New Community District) future land use designation may be exempt from the CDS with the adoption of independent design standards. The ARC is responsible for enforcement of its design standards and guidelines.

SECTION 2 – ACCESSORY USES & STRUCTURES

(A) General Provisions: Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage, and MPUD or land development code requirements. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive unless as otherwise noted for specific uses under Section B as follows: Accessory uses are not considered a part of building coverage standards.

(B) Accessory Uses in Residential Areas:

1. Accessory uses or structures shall not be located in that area extending from the front building line to the front property line unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of two (2) feet from the rear property line, except where lakes or open space are adjacent to the rear property line the setback may be reduced to zero (0) feet. The minimum setback from the side property lines shall be two (2) feet, provided ten (10) feet shall be provided adjacent to a right-of-way.

1. The following accessory uses are allowed in the residential areas:

    a. Customary yard structures such as communication antennas (excluding commercial transmission towers), children's playground equipment, and other similar equipment.

    b. Driveways serving the residential units. The separation from edge of driveways to the sanitary/water services shall be in conformance with Utility Department standards. The permitted driveway widths for each unit type are outlined in Section 3. (A).1-3.

    c. Swimming pools and related decks, patios, and screen enclosures. Maximum size based on allowable setbacks.

    d. A basketball backboard and goal may be located in that area extending from the front building line and on driveways, provided either fixed or portable and a minimum of two (2) feet off the edge of pavement and not on a collector or arterial road.

    e. Garden structures, including gazebos, pergolas, separate roofed patios, and well houses.

    f. Hot tubs, saunas, free standing cabanas and bath houses, and other similar recreational structures.

    g. Fences or screening walls: Fences or screening walls; meeting the requirements of Section 158.216 (A) and (B) per the City of Port St. Lucie Zoning Code. Fences and walls may be located in that area extending from the front building line to front property line. Fences are only required to meet the requirements of Section 158.216(A), (B), (F) & (G). Section 158.216 (C), (D), (E), (H), (I) through (J) are not required to be met and do not apply. Chicken wire or barbed wire fences in residential areas are not permitted. Unless otherwise specifically provided for within the MPUD, the above-referenced sections of the City Code regulating fences and/or screening walls which are in effect at the time of MPUD approval shall apply to these regulations pertaining to fences or screening.

h. Garages. Garages shall conform in appearance, materials, and design to the principal's structure (house). Only one detached garage per lot is permitted.

i. Solar collection systems, windmills, and other energy devices based on renewable resources.

j. Outdoor fireplaces, barbeque pits and so-called summer kitchens.

k. Doghouse with a size not to exceed four (4) feet in height and four (4) feet in depth by six (6) feet wide.

l. Noncommercial greenhouses.

m. Dish antennas.

n. Any other accessory use not listed herein under Section 2. (B).2. of the MPUD that are permitted by Section 158.217 (Accessory Uses and Structures) of the City of Port St. Lucie Zoning Code are allowed in the residential areas.

(C) Storage of a Commercial Vehicle or Equipment in a Residential District: Storage of a commercial vehicle or equipment in a residential area is prohibited unless any vehicle or equipment is placed within a fully enclosed building or structure.

(D) Major Recreational Equipment: Major recreational equipment is hereby defined as including boats and boat trailers, recreational vehicles, motorized dwelling, houseboats and like. Storage of major recreational equipment in a residential area is prohibited unless any vehicle or equipment is placed within a fully enclosed building or structure.

(E) Home Occupation: A home occupation as defined under and permitted pursuant to Section 158.217(F) of the City of Port St. Lucie Code of Ordinances shall be allowed within residential areas, subject to the provisions of said City Code and regulations.

Table 1. DEVELOPMENT USES AND STANDARDS				
DEVELOPMENT STANDARD	**SINGLE-FAMILY**	**TOWNHOMES**	**VILLAS**	**MODEL HOMES/SALES OFFICE**
PRIMARY STRUCTURE				
Minimum Lot Width	35’	16’	20’	35’
Minimum Lot Depth	90’	90’	90’	90’
Maximum Building Lot Coverage	60%	60%	60%	60%
Maximum Impervious Lot Coverage	80%	80%	80%	80%
Minimum Front Setback (To Structure)	13’	13’	13’	13’
Minimum Front Setback (Front Loaded)	18’	18’	18’	18’
Minimum Front Setback (Side Loaded)	13’	-	-	13’
Minimum Side Setback (Internal Lot) (May be 0’ on a zero-lot-line provided that minimum building separation of 15’ is maintained between townhome buildings)	-	0’/5’	0’/5’	-
Minimum Side Setback (Side-Entry)	-	5’	5’	-
Minimum Side Setback (Front-Entry)	5’	5’	5’	5’
Minimum Side Setback (Corner Lot)	10’	15’	10’	10’
*If adjacent to open space tract measuring at least 10’	5’	5’	5’	5’
*If adjacent to ROW tract	10’	15’	10’	10’
Minimum Rear Setback (Corner Lot)	10’	10’	10’	10’
Minimum Rear Setback (Internal Lot)	10’	10’	10’	10’
ACCESSORY STRUCTURES				
Minimum Rear Setback	2’	2’	2’	2’
*If adjacent to open space or common area tract 20’ or wider	0’	0’	0’	0’
Minimum Side Setback (Internal Lot)	-	2’	2’	2’
Minimum Side Setback (Corner Lot)	10’	10’	10’	10’

SECTION 3 – PARKING, PEDESTRIAN, AND GOLF CART REQUIREMENTS

(A) Parking Requirements: Each building, use, or structure shall be provided with on-street and/or off-street parking and service facilities in accordance with the provisions set forth herein. On-street parking spaces directly and fully adjacent to a site and available to a development shall be counted toward the maximum. The separation from the edge of driveways to the sanitary/water services shall be in conformance with Utility Department standards, as is noted in Exhibits 17A, 17B, and 17C. Dwelling units with attached or detached garages may include garage spaces for purposes of determining parking requirement calculations.

1. Residential Single Family: Two (2) spaces per dwelling unit. Each single-family lot less than 50 feet in width shall provide 1 exterior space (in addition to the 2 spaces per dwelling unit) in the driveway to accommodate guest parking (Section 158.221(C)(8)(b) of the City of Port St. Lucie Land Development Code). The two (2) required parking spaces per single family residential unit shall be provided. The minimum driveway width from the street to the one required enclosed garage space shall be a minimum of ten (10) feet and the maximum driveway width from the street to the garage enclosures shall be thirty (30) feet. For driveways with a two-car garage, the minimum driveway width from the street to the two car garage shall be sixteen (16) feet. There shall be no required minimum width required for the residential driveway providing separate access to a third enclosed garage space.

2. Villa: Two (2) spaces per dwelling unit. Each villa lot shall provide one (1) exterior space (in addition to the 1 garage space) in the driveway to accommodate guest parking. The minimum driveway width from the street to the required enclosed garage spaces shall be a minimum of ten (10) feet for a one car garage, and sixteen (16) feet for a two-car garage.

3. Townhouse dwelling: Two (2) spaces per dwelling unit. Each townhome lot shall provide one (1) interior space (in a garage) in addition to one (1) exterior space. The minimum driveway width from the street to the required enclosed garage spaces shall be a minimum of ten (10) feet for single car garage units and a minimum of sixteen (16) feet for two car garage units.

4. Parks and Recreation & Community Garden/Community Greenhouse

    a. Private Facilities: No parking required provided adequate pedestrian access exists within the area intended to be served by the facility.

    b. Public Facilities: All parking requirements shall be established for each specific use as part of the site plan review process, in accordance with City Code requirements.

(B) Shared or joint use of parking facilities between and among uses is authorized when:

1. There is a relationship among the land uses utilizing shared parking that will attract drivers or two or more uses in a single trip; and,

2. There is adequate linkage between the parking and each of the uses sharing the parking.

(C) Pedestrian Access:

1. An on-site pedestrian and bike circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided with each conceptual plan or site plan. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained.

2. The circulation system must be hard-surfaced and be at least five (5) feet wide.

(D) Golf Cart Access:

1. Golf cart and low speed vehicles on private streets within gated communities are not a prohibited use. Any regulation of golf cart use within the gated community is subject to Homeowners Association documentation.

(E) Mass Transit:

1. Two future mass transit stop easements, one proximate to the Becker Road primary project entry and one proximate to the N/S A secondary project entry, will be denoted at time of the applicable final plat for the future possibility of transit stops at these locations. An easement of 10’ x 30’ will be provided in these locations on the plat denoting same as a future mass transit stop.

SECTION 4 – LANDSCAPING

(A) Plant Materials:

1. For required trees, the species height, spread and minimum clear trunk shall meet or exceed the minimum specified by the USDA’s Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately; however, small trees may be planted in groups of two or more as a substitute for a larger tree. Shrub heights shall meet or exceed the minimum specified by the USDA 's Grades and Standards for Nursery Stock, current edition.

2. For required trees, the tree species shall be a minimum of twelve (12) feet overall height when planted with a minimum three (3) foot to five (5) foot crown spread

and caliper of at least 2.5 inches, subject to nursery availability, in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.

3. Existing plant material used to meet the intent of this section and Chapter 154, City of Port St. Lucie Ordinance, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.

4. A minimum of fifty (50) percent of all required trees shall be native species. A maximum of twenty-five (25) percent of required trees may be substituted with palm trees. This criterion shall not apply to required street trees.

(B) Easement and Utility Area Landscaping: Trees and all vegetation with intrusive root systems shall not be planted within ten (10) feet of any water and sewer lines, existing utility pole, guy wire, and pad mounted transformers. No protective barriers will be required. All proposed utilities shall maintain separation distances from potable water mains as required by the city and FDEP.

(C) Residential Landscaping: The number of trees to be provided per lot shall be as follows:

a. Lots up to 2,500 sq. ft. shall provide one (1) tree.

b. Lots up to 5,000 sq. ft. shall provide two (2) trees.

c. Lots up to 7,500 sq. ft. shall provide three (3) trees.

d. Lots up to 10,000 sq. ft. shall provide four (4) trees.

e. For each additional 2,500 sq. ft. of lot area above 10,000 sq. ft., one (1) tree.

(D) Perimeter Landscape Requirements: Perimeter landscape requirements adjacent to lakes may be relocated to other areas within the project site to allow creativity in landscape design adjacent to the lake. Landscape buffers adjacent to City rights-of-way will meet the minimum City landscape code.

(E) Street Tree Planting:

1. Fifty (50) foot right of way local streets: street trees shall be provided on both sides of the roadway consistent with City Code of Ordinances Section 156.121 (refer to Exhibit 18A). Due to the separation restrictions from utilities and driveways on differing lot widths, one canopy tree shall be installed per lot, in lieu of City Code of Ordinance Section 156.121. In cases where expanded lot frontage is available, such as at a corner lot, additional trees may be planted at the recommendation of the applicant's landscape architect.

2. Eighty (80) foot right-of-way local streets: street trees shall be provided on both sides of the roadway (refer to Exhibit 18B).

3. Project Entry's: In each of the two project entrances wherein a private right-of-way abuts open space tracts which are directly adjacent to each other, street trees may be planted within the adjacent open space tracts provided equal or greater quantities of street trees is provided Open space tracts shall not exceed seventy five (75) feet from the right-of-way where street trees are permissibly located. For purposes of this section, the project entry shall be defined as that area within the project beginning at the project's connection to the adjacent collector or arterial public roadway to the point of the road that tapers down to the 80' ROW Typical Section as identified in Exhibit 18B.

SECTION 5 – WETLANDS

(A) The Developer shall comply with all wetland mitigation requirements of the U.S. Army Corps of Engineers and South Florida Water Management District. Any wetland permit issued by the South Florida Water Management District and the U.S. Army Corps of Engineers for all or any portions of the Wilson Groves DRI Property shall satisfy all City rules, regulations, codes, permitting and other requirements pertaining to wetlands and littoral plantings for the portion or portions of the Wilson Groves DRI Property subject to any such permits.

EXHIBIT 14
LEGAL DESCRIPTION

WILSON GROVES MPUD – PARCEL A

A PORTION OF ALAN WILSON GROVE PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGE 50, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 6, TRACT 1, AS SHOWN ON SAID PLAT; THENCE NORTH 00°17'58" WEST ALONG THE WEST LINE OF BLOCK 3, AS SHOWN ON SAID PLAT, A DISTANCE OF 389.69 FEET; THENCE NORTH 90°00’00” EAST, A DISTANCE OF 49.49 FEET; THENCE NORTH 00°15'25" WEST, A DISTANCE OF 694.96 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.96 FEET AND A CENTRAL ANGLE OF 95°53'04"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 86.96 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 50°22'04"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 70.33 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 44°44'37"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 218.66 FEET; THENCE SOUTH 89°59'48" EAST, A DISTANCE OF 137.26 FEET; THENCE NORTH 00°07'43" EAST, A DISTANCE OF 603.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF PAAR ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 4704, PAGE 566 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°52'17" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 2,722,38 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,056.00 FEET AND A CENTRAL ANGLE OF 27°10'32"; THENCE EASTERLY CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE ALONG THE ARC A DISTANCE OF 975.17 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 2,206.00 FEET AND A CENTRAL ANGLE OF 27°20'32"; THENCE EASTERLY CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE ALONG THE ARC, A DISTANCE OF 1,052.73 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 45°15'27" EAST, A DISTANCE OF 63.50 FEET; THENCE SOUTH 00°28'37" EAST ALONG A LINE 75.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID PLAT, A DISTANCE OF 1,126.98 FEET; THENCE SOUTH 00°28'07" EAST CONTINUING ALONG SAID PARALLEL LINE, A DISTANCE OF 2,611.01 FEET; THENCE SOUTH 44°48'41" WEST, A DISTANCE OF 63.18 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF BECKER ROAD, AS RECORDED IN OFFICIAL RECORD BOOK 4704, PAGE 661 OF SAID PUBLIC RECORDS AND TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 00°05'29" EAST, A RADIAL DISTANCE OF 2,056.00 FEET; THENCE WESTERLY ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°31'35", A DISTANCE OF 1,418.36 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 2,206.00 FEET AND A CENTRAL ANGLE OF 39°29'21"; THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-

WAY LINE AND ALONG THE ARC, A DISTANCE OF 1,520.41 FEET; THENCE NORTH 89°52'17" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,510.18 FEET; THENCE NORTH 00°07'43" EAST, A DISTANCE OF 889.71 FEET; THENCE NORTH 89°52'17" WEST, A DISTANCE OF 986.89 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF BLOCK 6, TRACT 2, AS SHOWN ON SAID PLAT; THENCE NORTH 00°12'47" WEST ALONG SAID WEST LINE AND THE WEST LINE OF TRACT 1, BLOCK 6, AS SHOWN ON SAID PLAT , A DISTANCE OF 590.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,004,726 SQUARE FEET OR 390.3748 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT 15
BINDING MPUD AGREEMENT

(See next page)

BINDING MPUD AGREEMENT

The undersigned acknowledges that the area of the Wilson Groves Parcel A MPUD, described as follows:

See Attached

Is subject to an existing Master Planned Unit Development approval and is under the unified control of the undersigned petitioner(s) who agree to (1) proceed with the proposed development according to the provisions of the Port St. Lucie MPUD Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions, and facilities until such time as a private property owners association, Community Development District, or similar entity agrees to accept the same responsibilities. The petitioner further agrees to bind all successors in title to the commitments herein this paragraph made.

IN WITNESS WHEREOF, we have hereunto set out hands and seal this 19th day of February 2024.

WITNESS:

By: _____

Destiny Morinvil
Printed Name

ACR Acquisition, LLC

By: _____

.....

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization this 19th day of February, 2024, by

Alexander Akel who ☒ is personally known to me, or ☐ has produced

_____ as identification.

[NOTARIAL SEAL]

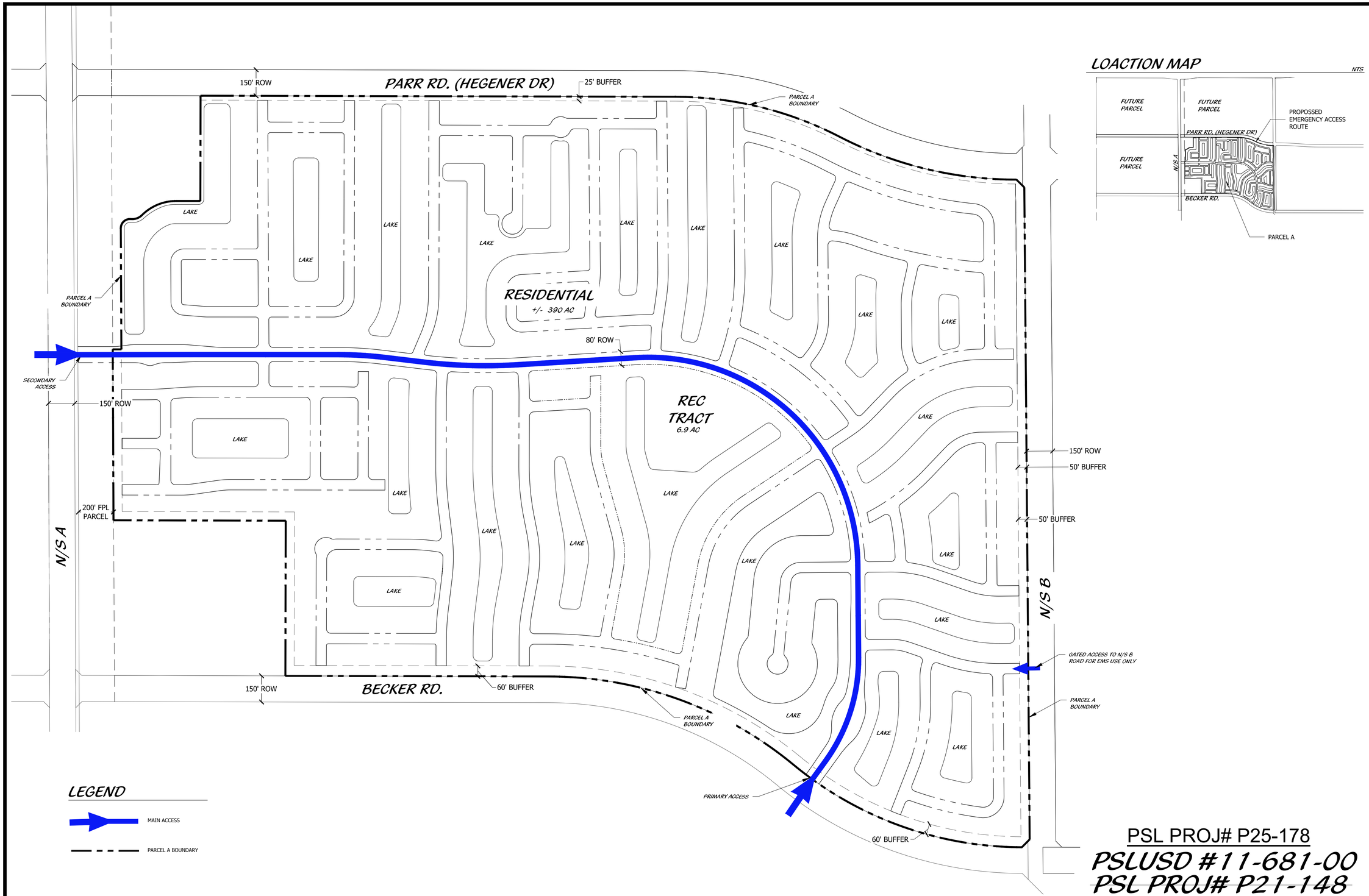
Notary Public State of Florida
Destiny Morinvil
My Commission HH 365851
Expires 2/22/2027

_____
NOTARY PUBLIC, State of Florida

Print Name: Destiny Morinvil

EXHIBIT 16A
CONCEPTUAL PLAN

(See next page)



LOACTION MAP

NTS

LEGEND

MAIN ACCESS

PARCEL A BOUNDARY

PSL PROJ# P25-178

PSLUSD #11-681-00

~~PSL PROJ# P21-148~~

MPUD PARCEL A

0' 125' 250' 500' 750' 1000'

Scale: 1" = 250'

North

Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
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MPUD PARCEL A

Port St. Lucie, Florida

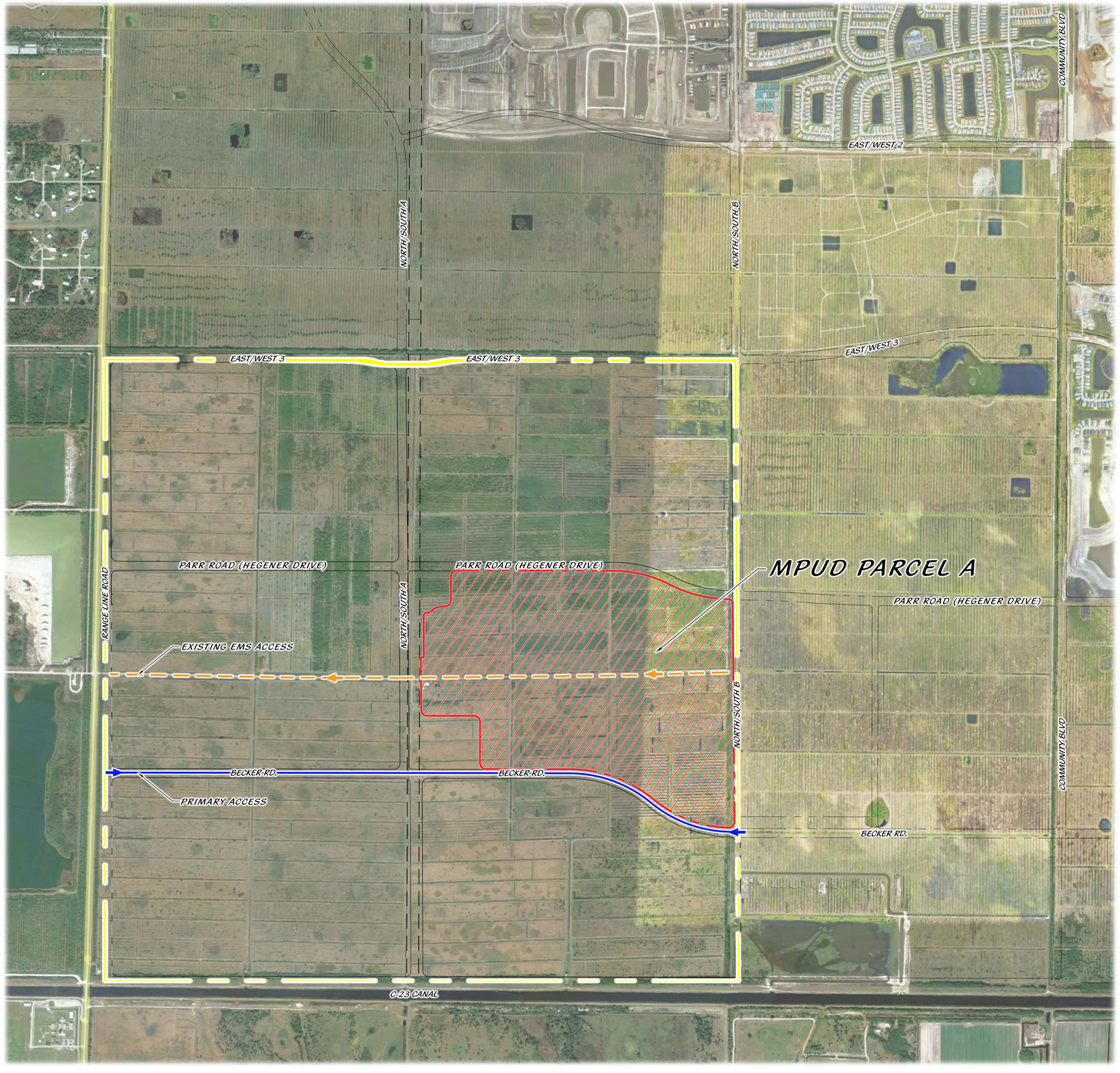
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APPROVED	DTS
JOB NUMBER	20-0518
DATE	02-05-24
REVISIONS	

SHEET 1 OF 1

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EXHIBIT 16B
EXISTING EMS ACCESS EXHIBIT

(See next page)



LEGEND

- MPUD PARCEL A
- EXISTING EMS ACCESS
- PRIMARY ACCESS

PSL PROJ# P25-178

PSLUSD# 11-681-00
PSL# P21-148

EXISTING EMS ACCESS EXHIBIT

0' 250' 500' 1000' 1500' 2000'

Scale: 1" = 500'

North

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Land Planners
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Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

MPUD PARCEL A
Port St. Lucie, Florida

DESIGNED	DTS
DRAWN	PRP
APPROVED	DTS
JOB NUMBER	20-0518
DATE	12-22-23
REVISIONS	

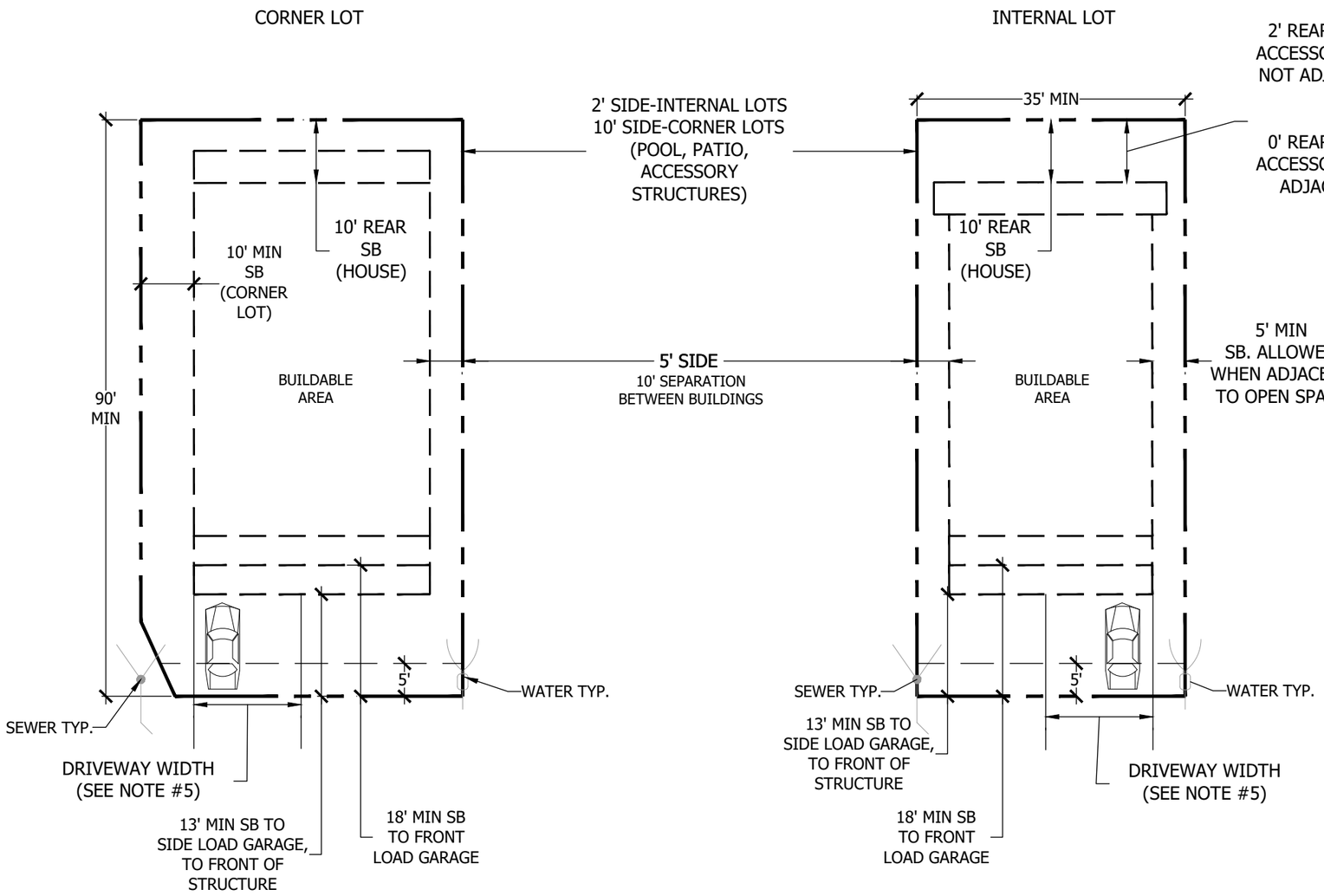
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SHEET 1 OF 1

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EXHIBIT 17A
TYPICAL SINGLE FAMILY

(See next page)



NOTES:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AND MAXIMUM IMPERVIOUS LOT COVERAGE SHALL BE 80%
2. MINIMUM OPEN SPACE SHALL BE 30%
3. NON ALLEY LOTS WITHOUT DETACHED GARAGES.
4. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET ARE 10'
5. THE MINIMUM DRIVEWAY WIDTH FROM THE STREET TO THE ONE REQUIRED ENCLOSED GARAGE SPACE SHALL BE A MINIMUM OF TEN (10) FEET, AND THE MAXIMUM DRIVEWAY WIDTH FROM THE STREET TO THE GARAGE ENCLOSURES SHALL BE THIRTY (30) FEET.
6. THE SEPARATION FROM EDGE OF DRIVEWAYS TO THE SANITARY/WATER SERVICES SHALL BE IN CONFORMANCE WITH UTILITY SYSTEMS DEPARTMENT STANDARDS.
7. THE MINIMUM FRONT LOT WIDTH AT THE R-O-W LINE SHALL BE 25 FEET.
8. HVAC/POOL EQUIPMENT SHALL BE SCREENED FROM R-O-W.

PSL PROJ# P25-178

~~PSLUSD #11-681-00~~

~~PSL PROJ #P21-148~~

TYPICAL SINGLE FAMILY LOT

NOT TO SCALE

PSL Projec
~~PSLUSD # 11-681-A~~

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Lic# LC-C000239

MPUD PARCEL A

Port St. Lucie, Florida

DESIGNED DTS
DRAWN PRP/SCR
APPROVED DTS
JOB NUMBER 20-0518
DATE 10-20-21
REVISIONS 02-16-24

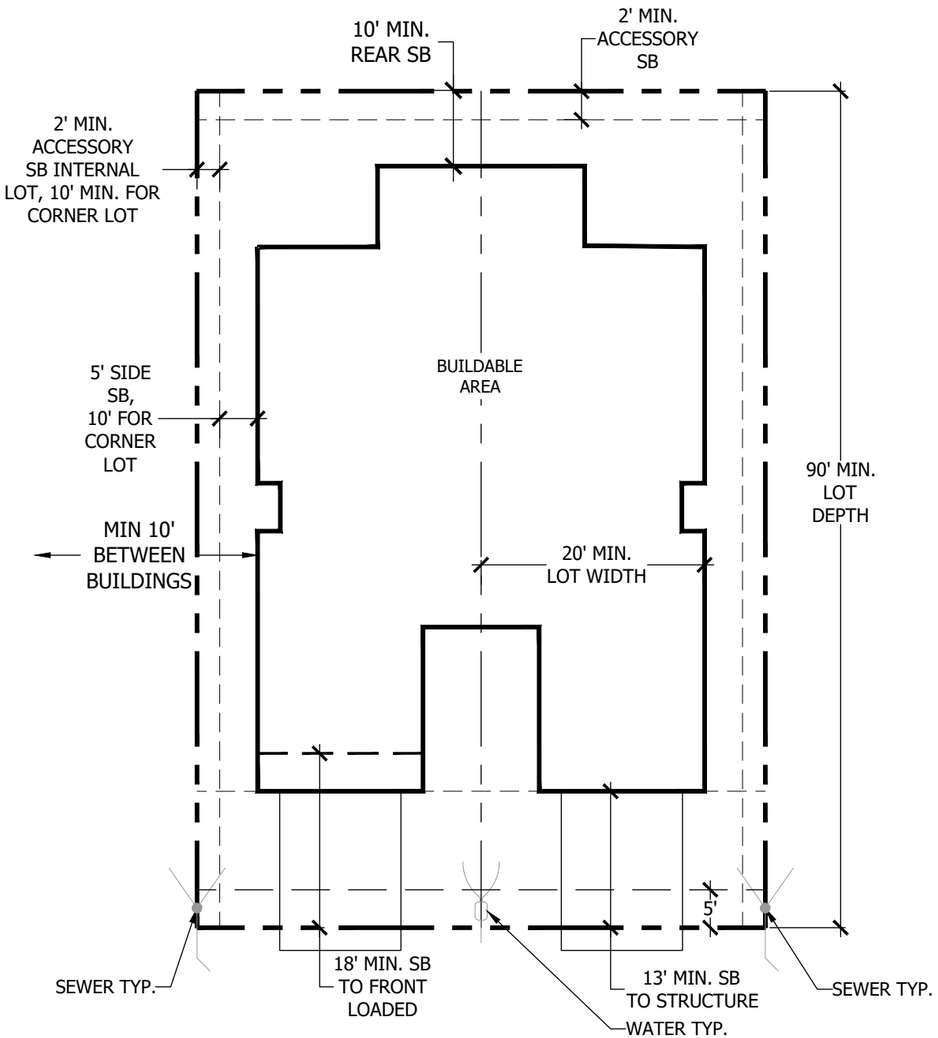
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SHEET 1 OF 1

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EXHIBIT 17B
TYPICAL VILLA LOT

(See next page)



NOTES:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AND MAXIMUM IMPERVIOUS LOT COVERAGE SHALL BE 80%
2. MINIMUM OPEN SPACE SHALL BE 30%
3. NON ALLEY LOTS WITHOUT DETACHED GARAGES.
4. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'.
5. THE MINIMUM DRIVEWAY WIDTH FROM THE STREET TO THE ONE REQUIRED ENCLOSED GARAGE SPACE SHALL BE A MINIMUM OF TEN (10) FEET, AND THE MAXIMUM DRIVEWAY WIDTH FROM THE STREET TO THE GARAGE ENCLOSURES SHALL BE THIRTY (30) FEET.
6. THE SEPARATION FROM EDGE OF DRIVEWAYS TO THE SANITARY/WATER SERVICES SHALL BE IN CONFORMANCE WITH UTILITY SYSTEMS DEPARTMENT STANDARDS.
7. THE MINIMUM FRONT LOT WIDTH AT THE R-O-W LINE SHALL BE 20 FEET.
8. PLACEMENT OF DOORS/ENTRANCES AND GARAGES CAN VARY, PROVIDED ALL THE CRITERIA LISTED IN EXHIBIT 13 (DEVELOPMENT STANDARDS) ARE ADHERED TO.

PSL PROJ# P25-178

PSLUSD #11-681-00

~~PSL PROJ# P21-148~~

TYPICAL VILLA LOT

NOT TO SCALE

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

MPUD PARCEL A

Port St. Lucie, Florida

DESIGNED	DTS
DRAWN	PRP/SCR
APPROVED	DTS
JOB NUMBER	20-0518
DATE	10-20-21
REVISIONS	02-16-24

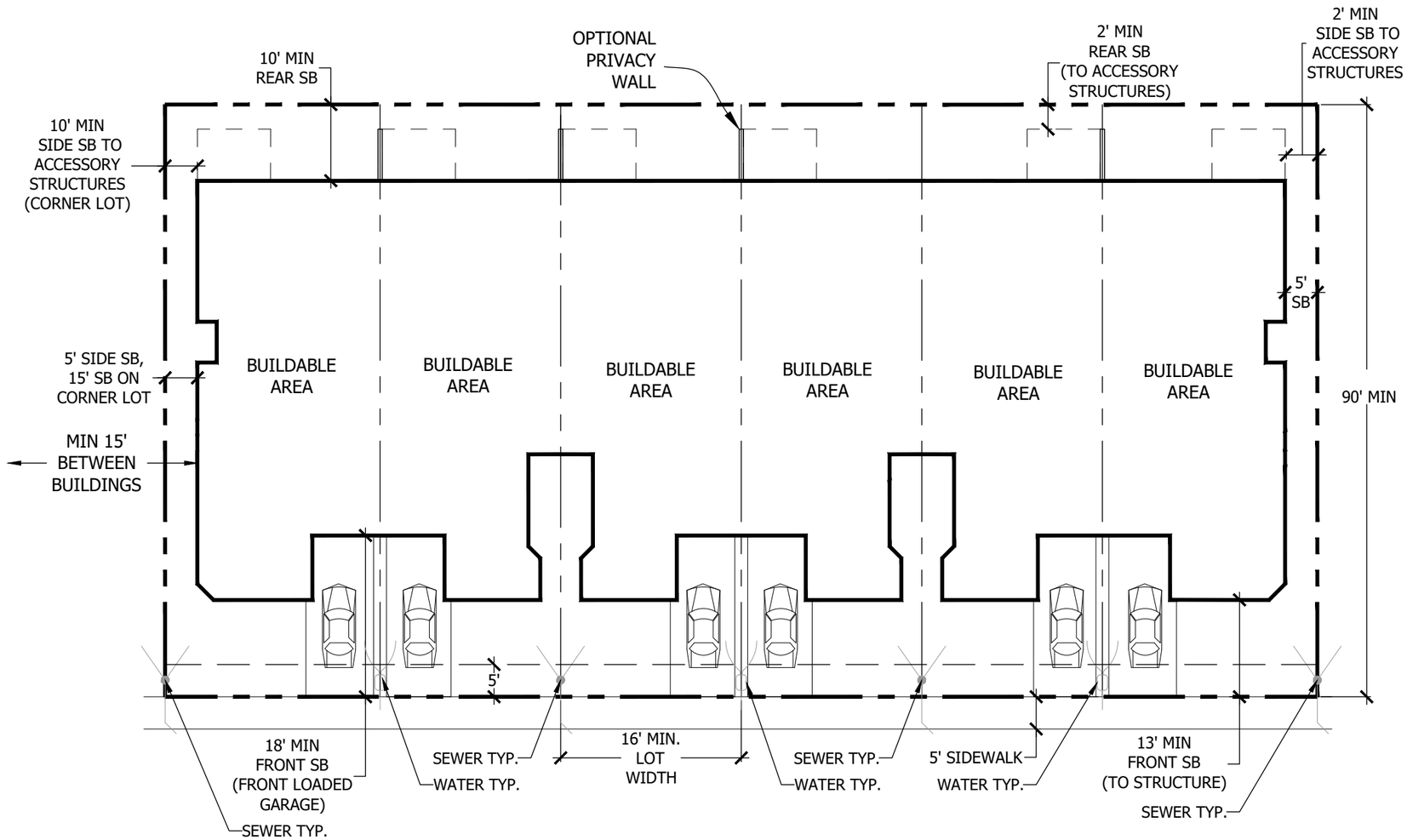
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SHEET 1 OF 1

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EXHIBIT 17C
TYPICAL TOWNHOME LOT

(See next page)



NOTES:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AND MAXIMUM IMPERVIOUS LOT COVERAGE SHALL BE 80%.
2. MINIMUM OPEN SPACE SHALL BE 30%
3. NON ALLEY LOTS WITHOUT DETACHED GARAGES.
4. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 15'
5. THE MINIMUM DRIVEWAY WIDTH FROM THE STREET TO THE ONE REQUIRED ENCLOSED GARAGE SPACE SHALL BE A MINIMUM OF TEN (10) FEET, AND THE MAXIMUM DRIVEWAY WIDTH FROM THE STREET TO THE GARAGE ENCLOSURES SHALL BE THIRTY (30) FEET.
6. THE SEPARATION FROM EDGE OF DRIVEWAYS TO THE SANITARY/WATER SERVICES SHALL BE IN CONFORMANCE WITH UTILITY SYSTEMS DEPARTMENT STANDARDS.
7. THE MINIMUM FRONT LOT WIDTH AT THE R-O-W LINE SHALL BE 16 FEET.
8. PLACEMENT OF DOORS/ENTRANCES AND GARAGES CAN VARY, PROVIDED ALL THE CRITERIA LISTED IN EXHIBIT 13 (DEVELOPMENT STANDARDS) ARE ADHERED TO.

PSL PROJ# P25-178

~~PSLUSD #11-681-00~~

~~PSL PROJ# P21-148~~

TYPICAL 1-CAR TOWNHOME LOT

NOT TO SCALE

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MPUD PARCEL A

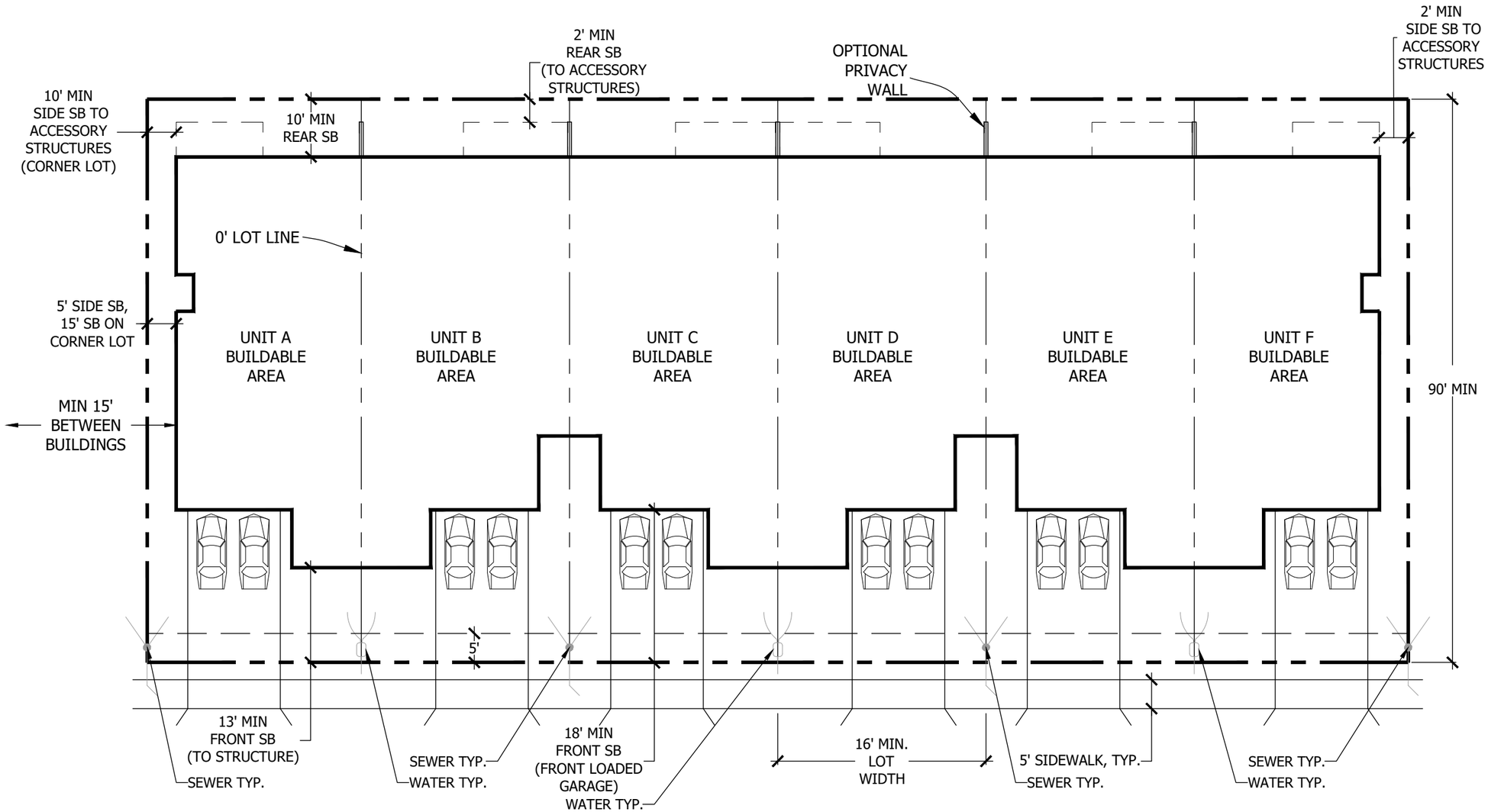
Port St. Lucie, Florida

DESIGNED DTS
DRAWN PRP/SCR
APPROVED DTS
JOB NUMBER 20-0518
DATE 10-20-21
REVISIONS 02-16-24

February 16, 2024 10:55:47 a.m.
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NOTES:

1. BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT AND MAXIMUM IMPERVIOUS LOT COVERAGE SHALL BE 80%.
2. MINIMUM OPEN SPACE SHALL BE 30%
3. NON ALLEY LOTS WITHOUT DETACHED GARAGES.
4. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 15'.
5. THE MINIMUM DRIVEWAY WIDTH FROM THE STREET TO THE ONE REQUIRED ENCLOSED GARAGE SPACE SHALL BE A MINIMUM OF TEN (10) FEET, AND THE MAXIMUM DRIVEWAY WIDTH FROM THE STREET TO THE GARAGE ENCLOSURES SHALL BE THIRTY (30) FEET.
6. THE SEPARATION FROM EDGE OF DRIVEWAYS TO THE SANITARY/WATER SERVICES SHALL BE IN CONFORMANCE WITH UTILITY SYSTEMS DEPARTMENT STANDARDS.
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PSL PROJ# P25-178

PSLUSD #11-681-00

~~*PSL PROJ# P21-148*~~

TYPICAL 2-CAR TOWNHOME LOT

NOT TO SCALE

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MPUD PARCEL A

Port St. Lucie, Florida

DESIGNED	DTS
DRAWN	PRP/SCR
APPROVED	DTS
JOB NUMBER	20-0518
DATE	10-20-21
REVISIONS	02-16-24

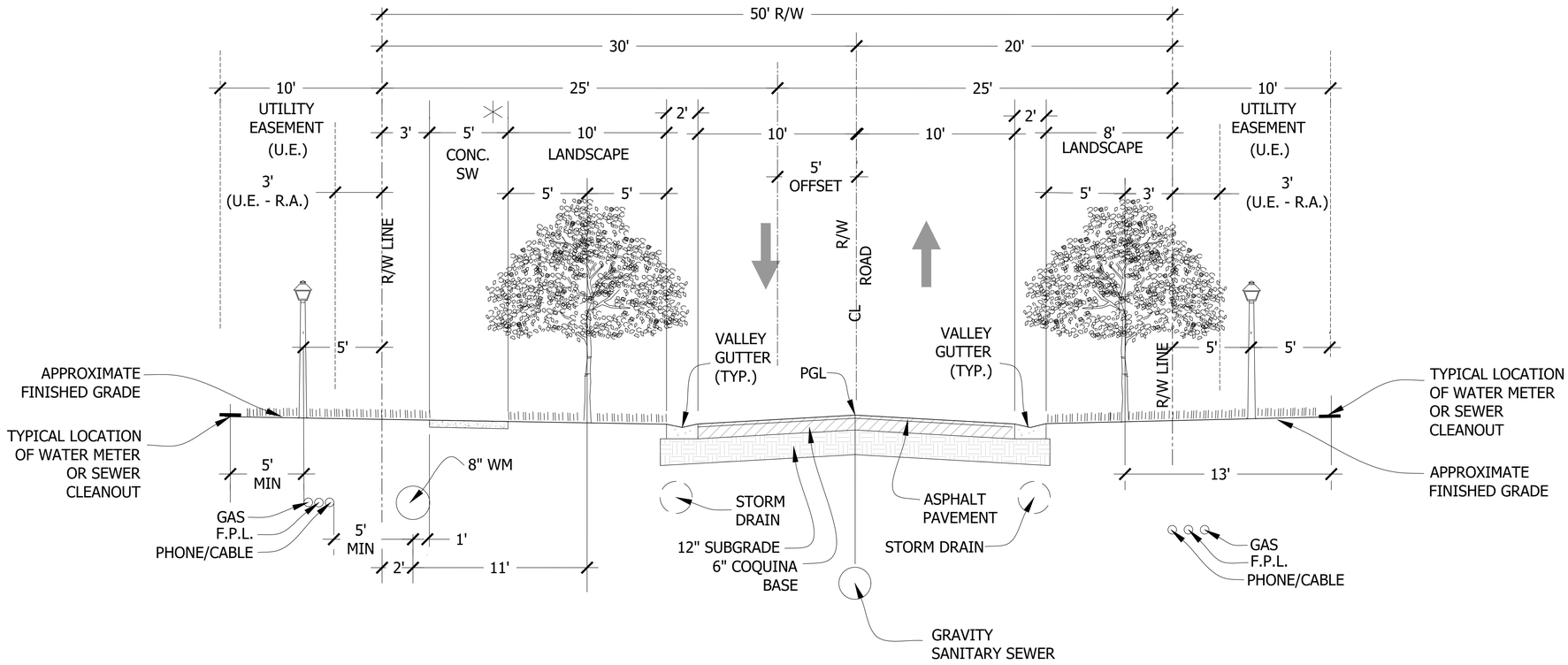
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20-0518_MPUD PARCEL A_02-16-24.DWG

SHEET 1 OF 1

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EXHIBIT 18A
TYPICAL 50’ ROADWAY SECTION

(See next page)



50' RIGHT-OF-WAY
TYPICAL SECTION

POSTED SPEED 25 MPH

NOTE:

3' SIDEWALK OFFSET AND 2' U.E. - RESTRICTED AREA (R.A.) WILL BE REQUIRED IF P.S.L. MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.
PSLUSD FIBEROPTICS WILL BE LOCATED IN 2' U.E. - R.A. IF FM IS REQUIRED.
SIDEWALKS SHALL NOT BE REQUIRED ON "DEAD END" ROADWAYS WHERE THE LENGTH OF THE SIDEWALKS WOULD BE 200' OR LESS.
TREES SHALL BE ADJUSTED PER DRIVEWAY LOCATIONS WITH A MINIMUM 5' TO THE DRIVEWAY.
LOCATION OF SIDEWALKS MAY VARY. SIDEWALK SHALL BE REQUIRED ONLY ON ONE SIDE OF THE ROADWAY.
FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION.

PSL PROJ# P25-178

PSLUSD #11-681-00
PSL PROJ# P21-148

50' ROW SECTION

NOT TO SCALE

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www.cotleurhearing.com
Lic# LC-C000239

MPUD PARCEL A

Port St. Lucie, Florida

DESIGNED DTS
DRAWN PRP/SCR
APPROVED DTS
JOB NUMBER 20-0518
DATE 10-20-21
REVISIONS 02-12-24

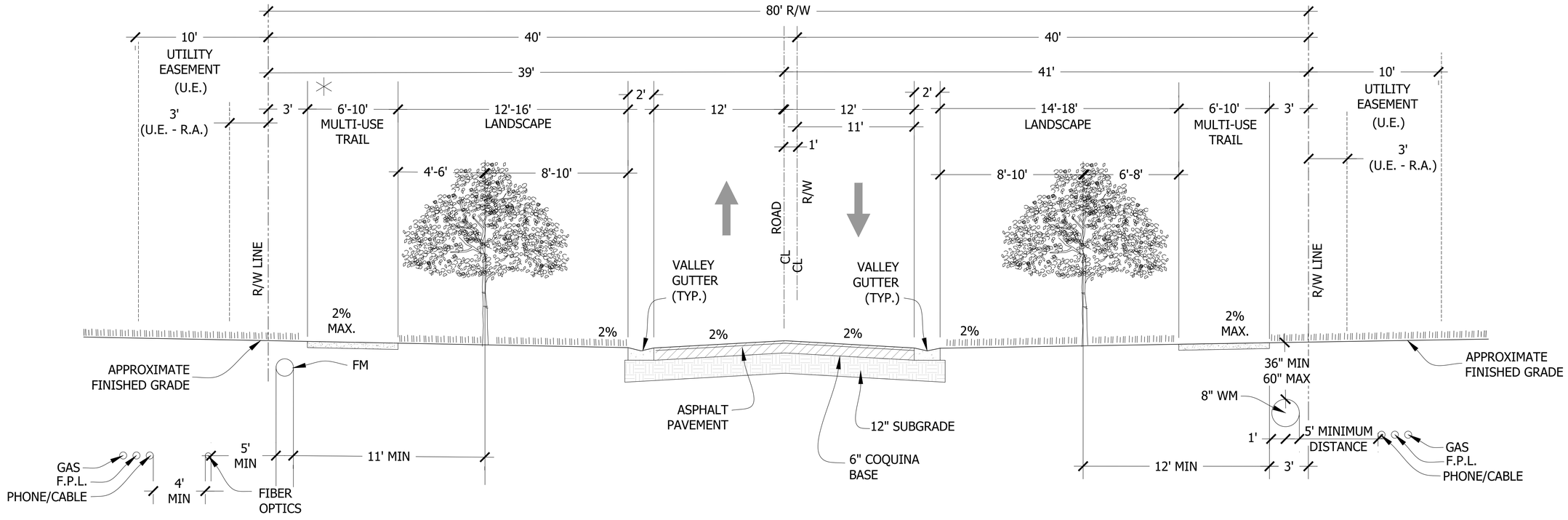
February 12, 2024
Drawing: 20-0518_PUD MASTER PLAN_02-12-24.DWG

SHEET 1 OF 1

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EXHIBIT 18B
TYPICAL 80’ ROADWAY SECTION

(See next page)



80' RIGHT-OF-WAY
TYPICAL SECTION

NOTE:

3' MULTI-USE TRAIL OFFSET AND 2' U.E. - RESTRICTED AREA (R.A.) WILL BE REQUIRED IF P.S.L. MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.
PSLUSD FIBEROPTICS WILL BE LOCATED IN 2' U.E. - R.A. IF FM IS REQUIRED.
ONE SIDE OF ROAD MAY HAVE 6' MULTI-USE TRAIL, THE OTHER SIDE OF ROAD TO HAVE A 10' MULTI-USE TRAIL.
LOCATION OF SIDEWALKS MAY VARY.
FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION.

PSL PROJ# P25-178

PSLUSD #11-681-00
~~PSL PROJ# P21-148~~

80' ROW SECTION

NOT TO SCALE

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www.cotleurhearing.com
Lic# LC-C000239

MPUD PARCEL A
Port St. Lucie, Florida

DESIGNED	DTS
DRAWN	PRP/SCR
APPROVED	DTS
JOB NUMBER	20-0518
DATE	10-20-21
REVISIONS	02-08-24

January 11, 2024
Drawing: 20-0518_PUD MASTER PLAN_01-11-24.DWG

SHEET 1 OF 1

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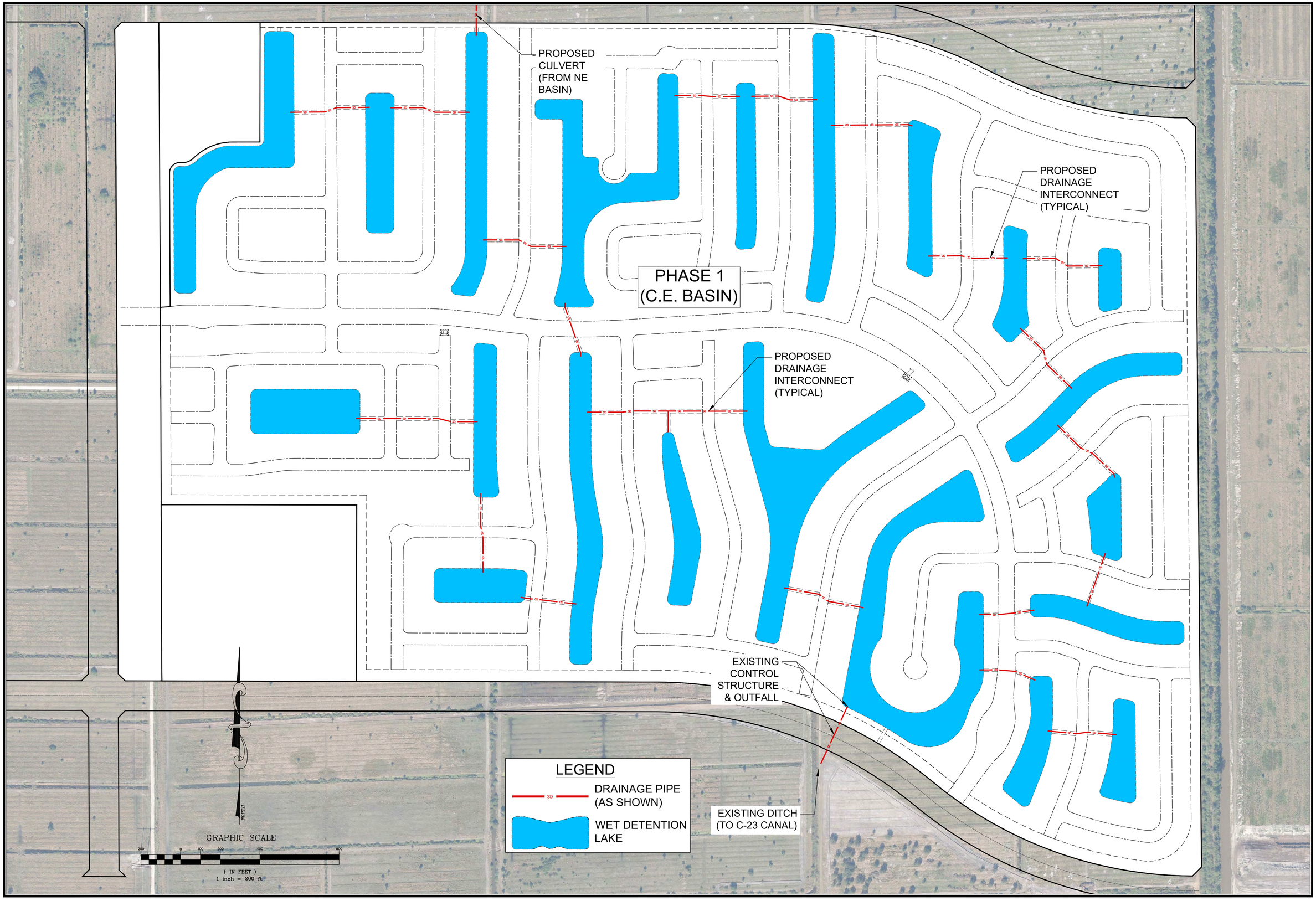
EXHIBIT 19
TRAFFIC GENERATION STATEMENT

(See Traffic Exhibit 1)

EXHIBIT 20

WATER/WASTEWATER PLANS

(See next page)



PSL Project # P25-178 | 60
PSL/USD # 11-681-A

REVISIONS	DATE	BY
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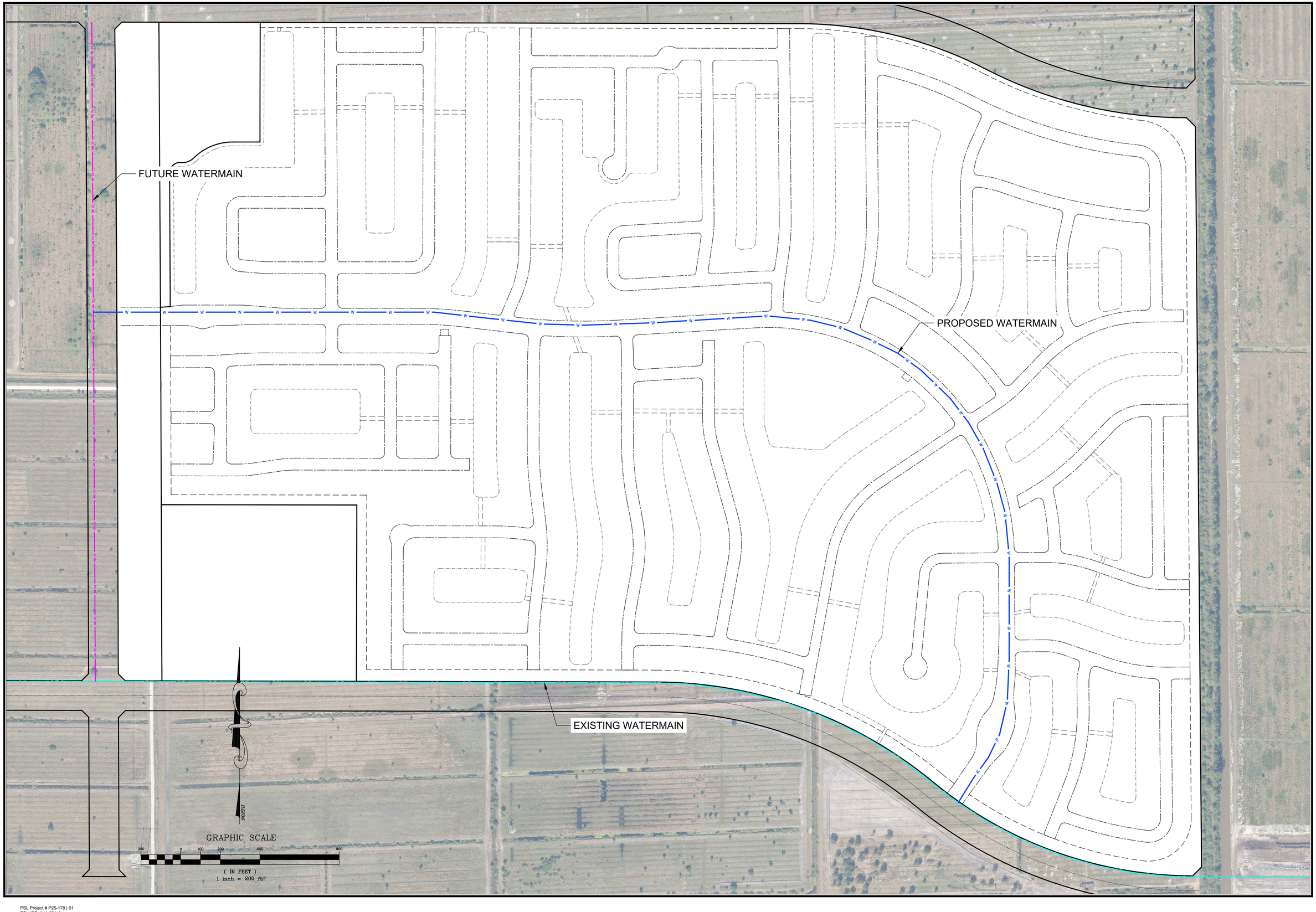
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WILSON GROVES MPUD - PARCEL A
CONCEPTUAL STORMWATER MANAGEMENT PLAN
ST. LUCIE COUNTY, FLORIDA

DATE 06/30/2021
DRAWN BY RHT
F.B./ PG. N/A
SCALE 1"=200'

RYAN D. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 71477
STATE OF FLORIDA
– FOR THE FIRM –
DATE

JOB # 4371
SHT.NO.
SD – 01
OF 1 SHEETS



REVISIONS	DATE	BY
FILE NAME: 4371ENG-PH1 PRELIM.DWG		

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7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 / FAX (561) 750-1452

WILSON GROVES MPUD - PARCEL A
CONCEPTUAL POTABLE WATER DISTRIBUTION PLAN
ST. LUCIE COUNTY, FLORIDA

DATE	06/30/2021
DRAWN BY	RHT
F.B./ PG.	N/A
SCALE	1"=200'

RYAN D. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 71477
STATE OF FLORIDA
– FOR THE FIRM –
DATE

JOB #	4371
SHT.NO.	PW–01
	OF 1 SHEETS

PSL Project # P25-178 | 61
PSLUSD # 11-681-A

PROPOSED FORCEMAIN

PROP. LIFT STATION NO. LS-02

PROP. LIFT STATION NO. LS-01

PROPOSED FORCEMAIN

EXISTING FORCEMAIN

NORTH

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

REVISIONS	DATE	BY
FILE NAME: 4371ENG-PH1 PRELIM.DWG		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND PLANNING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

WILSON GROVES MPUD - PARCEL A
CONCEPTUAL WASTEWATER DISTRIBUTION PLAN

ST. LUCIE COUNTY, FLORIDA

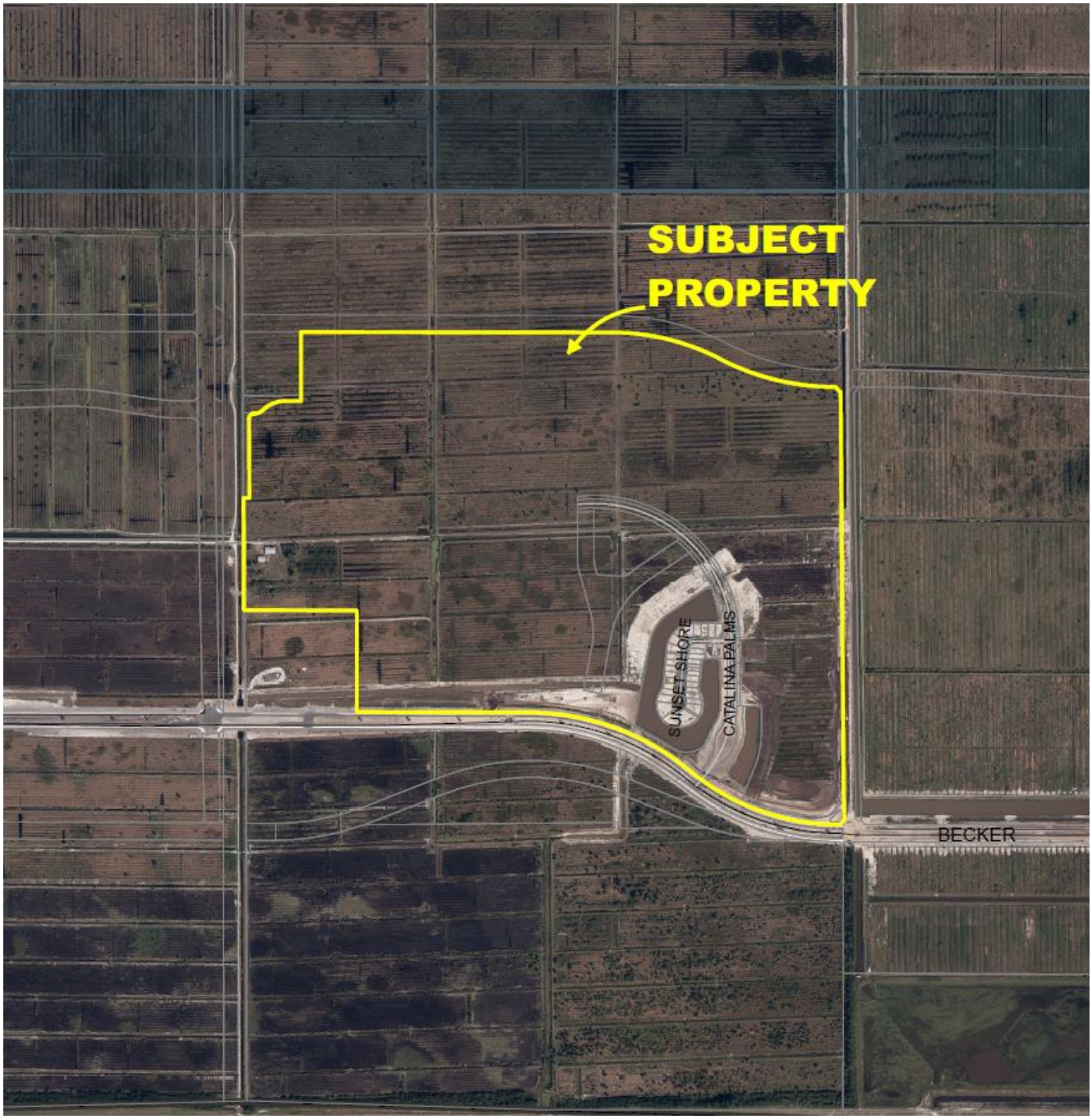
DATE 06/30/2021
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F.B./ PG. N/A
SCALE 1"=200'

RYAN D. WHEELER
PROFESSIONAL ENGINEER
LICENSE NO. 71477
STATE OF FLORIDA
– FOR THE FIRM –
DATE

JOB # 4371
SHT.NO.
WW–01
OF 1 SHEETS

PSL Project # P25-178 | 62
PSLUSD # 11-681-A

Wilson Groves – Parcel A MPUD Amendment No. 2
Master Planned Unit Development Major Amendment Application
P25-178



Project Location Map

SUMMARY

Applicant's Request:	An application for a major amendment to the Wilson – Parcel A MPUD regulation book.
Agent:	Cotleur and Hearing, Inc.
Property Owner:	Sundance PSL I, LLC
Location:	The property is generally located north of Becker Road, west of future roadway N/S B, east of future roadway N/S A and south of the future extension of SW Hegener Drive.
Address:	Not assigned
Project Planner:	Daniel Robinson, Planner III

Project Description

Sundance PSL I, LLC, has applied to amend the Wilson Groves – Parcel A Master Planned Unit Development. Parcel A consists of approximately 390.375 acres of property located within the Wilson Groves DRI north of Becker Road, south of SW Hegener Drive (FKA Paar Drive), and between N/S A and N/S B. This application is to reference independent design standards for this MPUD. Section 2.1.1 of The Citywide Design Standards allows exception for MPUD zoning that provides independent design standards and has the exception approved as part of the MPUD approval.

The proposed MPUD is attached as Exhibit "A" of the staff report. A complete list of the proposed changes is included in the MPUD document, and the changes are shown as ~~strike through~~ and underlined.

Previous Actions and Prior Reviews

The Site Plan Review Committee recommended approval of the proposed MPUD document at the January 28, 2026, Site Plan Review Committee meeting.

Public Notice Requirements

Notice of the MPUD amendment was mailed to property owners within a maximum of 750 feet of the subject property.

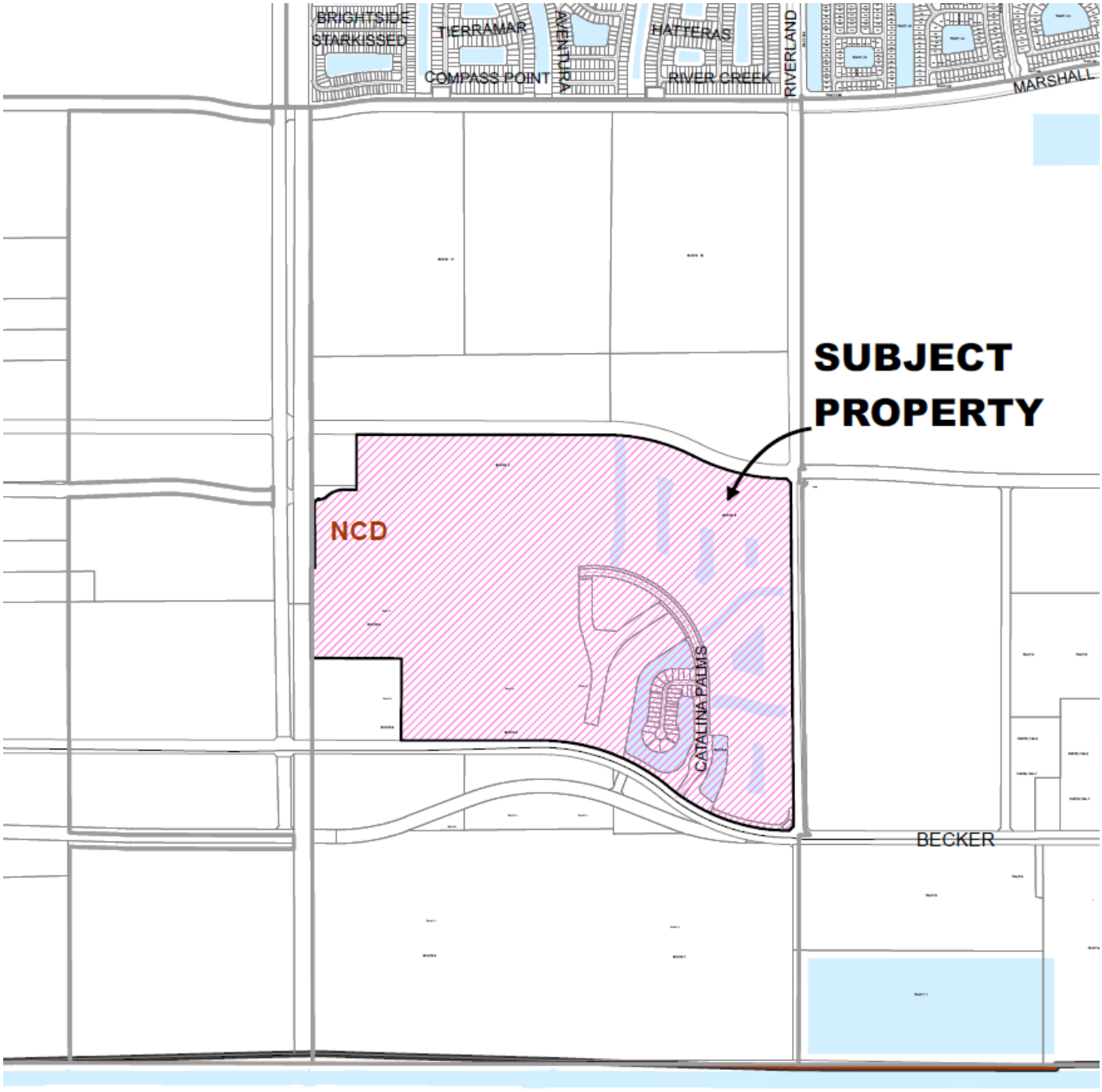
Location and Site Information

Property Size:	Approximately 390.375 acres
Legal Description:	A Portion of Block 6, Tract 3, Block 3, Block 8 and Block 9 of the Plat of The Alan Wilson Grove, as recorded in Plat Book 12, Pages 50 and 50A, being a portion of those lands as described and recorded in official Record Book 3046, Page 2761, together with all of Wilson Groves Parcel A Plat 1 as recorded in Plat book 126, Page 30, together with all of Wilson Groves Parcel A Plat 2, as recorded in Plat Book 139, Page 14. together with all of Wilson Groves Parcel A Plat 3, as recorded in Plat Book 132, Page 22, of the Public Records of St. Lucie County, Florida. Lying in Sections 29 and 32, Township 37 South, Range 39 East, City of Port St. Lucie County, Florida.
Future Land Use:	NCD (New Community Development District)
Existing Zoning:	MPUD (Master Planned Unit Development)
Existing Use:	Wilson Groves Residential Development

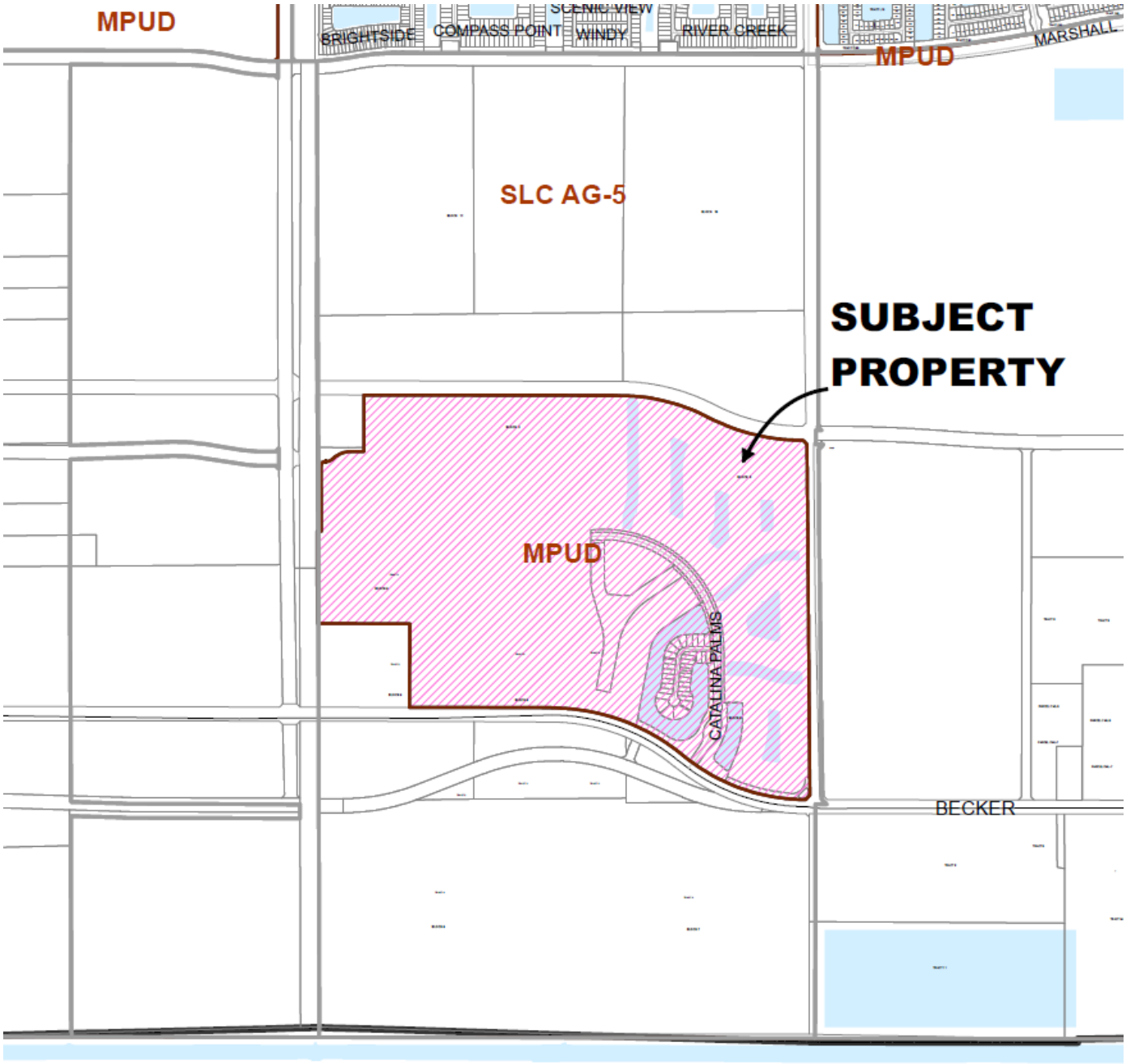
Surrounding Uses

Direction	Future Land Use	Zoning	Existing Use
North	NCD	SLC AG-5	Vacant land within the Wilson Groves DRI
South	NCD	SLC AG-5	Vacant land within the Wilson Groves DRI
East	NCD	SLC AG-5	Vacant land within the Wilson Groves DRI
West	NCD	SLC AG-5	Vacant land within the Wilson Groves DRI

NCD – New Community Development District SLC AG-5 – St. Lucie County AG-5 (1 dwelling unit per 5 acres)



Future Land Use



Zoning Designation

IMPACTS AND FINDINGS

COMPREHENSIVE PLAN REVIEW

Land Use Consistency and Analysis:
The proposed amendment is consistent with the following policies of the City's Comprehensive Plan:

Policy 1.1.7.2 For large scale projects, utilize PUD zoning, and design and architectural controls to better intergrade mixed uses into neighborhoods.
Policy 1.1.7.3: Encourage commercial and mixed use nodes at or near arterial intersections and utilize urban design standards and techniques to beautify and enhance community appearance along major corridors.

Independent design standards are proposed to be used for all of the Wilson Grove DRI. Each Wilson Grove MPUD moving forward may provide language indicating the use of independent design standards to regulate the design standards for each development. Declarations for the Sundance Master Property Owners Association have been recorded that establish the authority and responsibilities of the community's Architectural Review Committee (ARC), which will administer the design guidelines. Parcel A consists of only residential development. In consideration of the guidelines proposed for all of the Wilson Grove DRI and the DRI including both residential and non-residential, the document includes standards for both. If the developer chooses not to utilize their design standards for a particular MPUD, then the Citywide Design Standards shall apply.

Related Projects
P21-148 Wilson Groves Parcel A MPUD
P25-048 Wilson Groves Parcel A MPUD- Administrative Amendment

STAFF RECOMMENDATION

The Site Plan Review Committee recommended approval of the proposed MPUD document at the January 28, 2026, Site Plan Review Committee meeting. The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

P25-178 Wilson Grove-Parcel A - MPUD Amendment No. 2 - Sundance

TYPE	STATUS	BUILDING TYPE
PA	CUSTOMER RESPONSED	

ASSIGNED TO

Daniel Robinson; Public Works Engineering; Matthew Reaver; James Graham; Evan Delgado

ADDRESS

SECTION	BLOCK	LOT
	WilsonGrove	Parcel "A"

LEGAL DESCRIPTION

Please see the attached Legal Description.

SITE LOCATION

North of Becker Road in Wilson Groves

PARCEL #

4329-501-0020-000-6

CURRENT LANDUSE	PROPOSED LANDUSE	CURRENT ZONING	PROPOSED ZONING

ACREAGE	NON-RESIDENTIAL SQ. FOOTAGE	NO. OF RESIDENTIAL UNITS
390.3748		

NO. OF LOTS OR TRACTS	NO. OF SHEETS IN PLAT
0	0

UTILITY PROVIDER

CITY OF PORT ST. LUCIE

DESCRIBE REQUEST

Wilson Groves Parcel A MPUD Amendment No. 2 to introduce an internal review process overseen by the Sundance Architectural Review Committee.

Primary Contact Email

Clane@cotleur-hearing.com

AGENT/APPLICANT

FIRST NAME	LAST NAME
Cristina	Lane

Business Name

Cotleur & Hearing

ADDRESS

1934 Commerce Lane, Suite 1

CITY	STATE	ZIP
Jupiter	FL	33458

EMAIL	PHONE
Clane@cotleur-hearing.com	5614061027

AUTHORIZED SIGNATORY OF CORPORATION

FIRST NAME	LAST NAME

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROJECT ARCHITECT/ENGINEER

FIRST NAME	LAST NAME

Business Name

ADDRESS

CITY	STATE	ZIP

EMAIL	PHONE

PROPERTY OWNER

Business Name
Sundance PSL I LLC

ADDRESS
7111 Fairway Drive, Suite 210

CITY	STATE	ZIP
Palm Beach Gardens	FL	33418

EMAIL	PHONE
Alex@akelhomes.com	(561) 359-3050

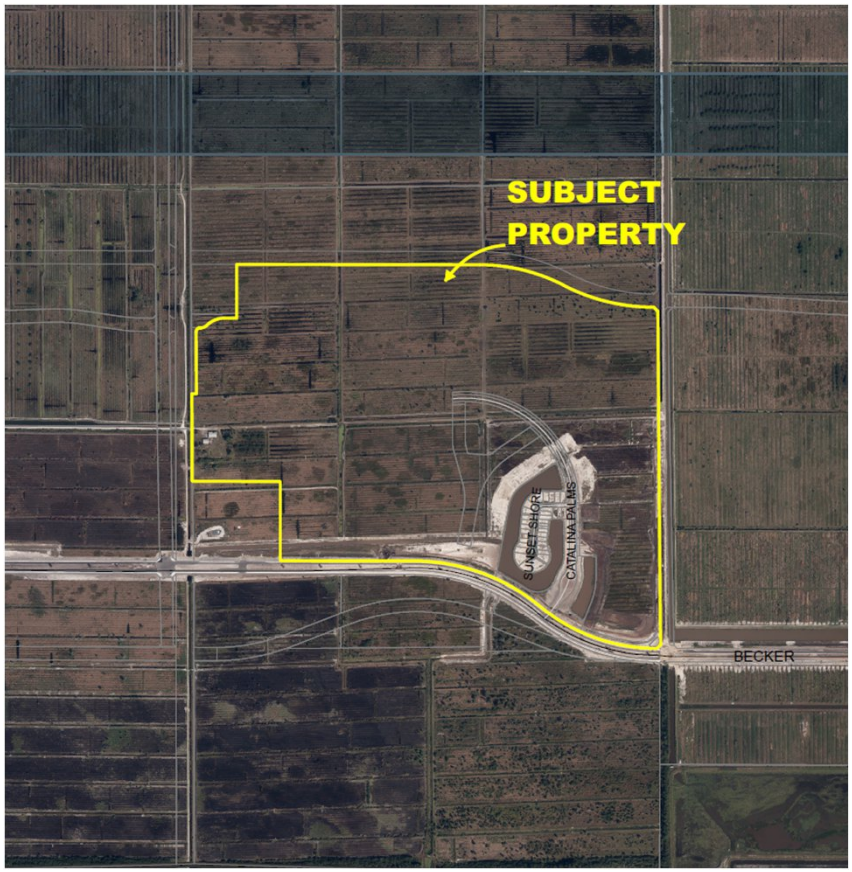
FINAL PERMIT INSPECTION REQUIRED BY:	
Planning & Zoning	NO

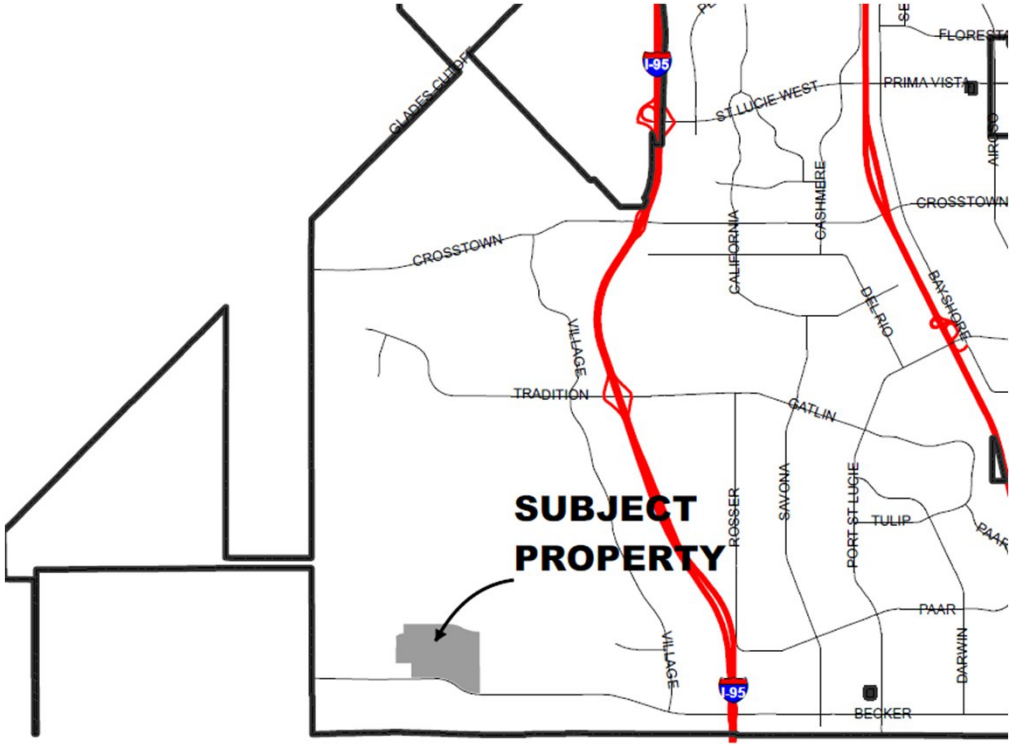
Wilson Groves Parcel A MPUD 2nd Amendment
P25-178
City Council Meetings
May 26, 2026, and June 8, 2026

Request Summary

Applicant's Request:	A request for a major amendment (2nd Amendment) to the MPUD zoning regulation book for Wilson Groves Parcel A MPUD.
Agent:	Cotleur and Hearing, Inc.
Applicants:	Sundance PSL I, LLC
Location:	The property is generally located north of Becker Road, west of future roadway N/S B, east of future roadway N/S A and south of the future extension of SW Hegener Drive.

Location Map

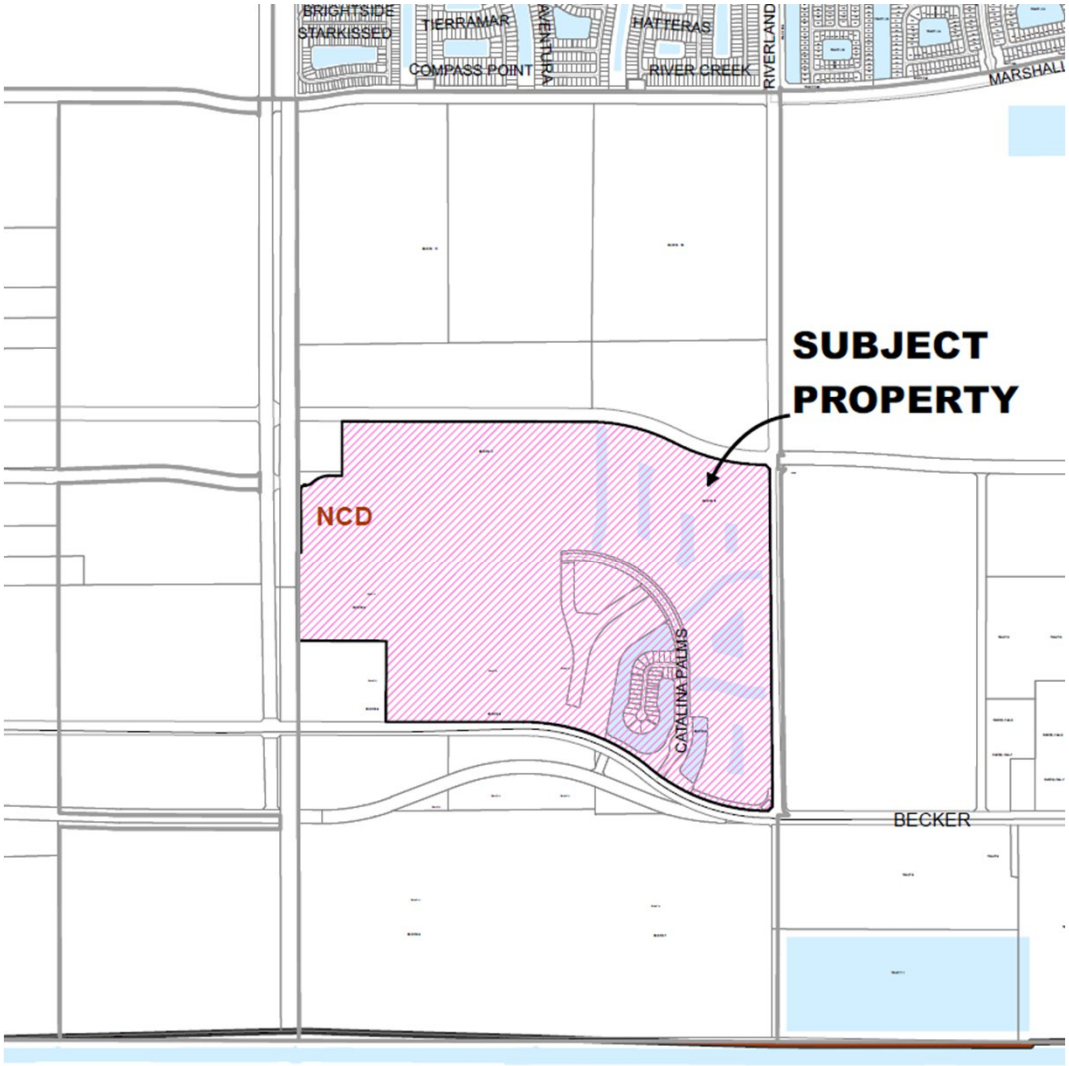






PORT ST. LUCIE
HEART OF THE TREASURE COAST

Future Land Use Map



Project Background

- Second Amendment to the Wilson Groves Parcel A MPUD
- Wilson Groves Parcel A MPUD is located within the Wilson Groves DRI and was first approved in 2006.
- The MPUD is approx. 390.375 acres in size and has been amended.
- The land is within a Residential sub-district.

Proposed Project

- This application is to provide independent design standards and guidelines for this MPUD per the exceptions listed in the Citywide Design Standards.
- The applicant has provided proof of a review board (architectural review committee) that will administer their standards .
- Evidence of building elevation approval from the architectural review committee will be provided during the Site Plan Review Board review process.
- The applicant intends to have the proposed design standards and guidelines apply to the overall Wilson Groves DRI.

Sundance Community Standards and Archtectural Design Guidelines



Presented to:

City of Port St. Lucie Planning & Zoning Department

121 SW Port St. Lucie Blvd.

Port St. Lucie, Florida 34984

SUNDANCE

PORT ST. LUCIE

SUNDANCE COMMUNITY

STANDARDS AND ARCHITECTURAL DESIGN GUIDELINES

Prepared by:

Cotleur & Hearing

1934 Commerce Lane, Suite 1

Jupiter, Florida 33458

561-747-6336

City of PSL Project # P25-178 | 1

PORT ST. LUCIE

HEART OF THE TREASURE COAST

Comprehensive Plan Consistency

- Policy 1.1.7.2 For large scale projects, utilize PUD zoning, and design and architectural controls to better integrate mixed uses into neighborhoods.

- Policy 1.1.7.3: Encourage commercial and mixed-use nodes at or near arterial intersections and utilize urban design standards and techniques to beautify and enhance community appearance along major corridors.

Recommendation

- The Site Plan Review Committee recommended approval of the proposed MPUD document and concept plan at the January 28, 2026, Site Plan Review Committee meeting.
- The Planning and Zoning Board recommended approval at their meeting of May 5, 2026.

Agenda Summary

2026-468

Agenda Date: 5/26/2026 **Agenda Item No.:** 10.g

Placement: First Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-52, Public Hearing, an Ordinance Amending Chapter 158, Zoning Code, by Amending Section 158.225 - Outdoor Sales and Special Events (P26-042)

Submitted By: Marissa Da Breo-Latchman, Environmental Planner II

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): This application is a city-initiated text amendment to amend the Zoning Code (Section 158.225) of the City of Port St. Lucie Code of Ordinances. The text amendment will retitle Section 158.225 from "Outdoor Sales and Special Events to "Temporary Outdoor Sales and Events", include definitions for "Temporary Outdoor Sales" and "Temporary Outdoor Events", remove the application and permitting process details from the section, and allow for those details to be established in a separate policy.

Presentation Information: Staff will provide a presentation.

Staff Recommendation: Move that the Council adopt the ordinance as recommended by the Planning and Zoning Board at their May 5th meeting.

Alternate Recommendations:

1. Move that the Council amend the recommendation and adopt the ordinance.
2. Move that the Council deny the ordinance and provide direction.

Background: This amendment will retitle Section 158.225 and provide definitions for the type of events covered. The primary intent of the amendment is to streamline the application process and make it more efficient for applicants. The proposed changes apply to temporary events and sales held on private property zoned commercial, institutional and PUD. Applications for outdoor sales and events are processed through the Neighborhood Services Division. Events on City-owned parcels are coordinated through the Special Events Division.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: Yes

Attachments: 1. Ordinance, 2. Staff Report. 3. Exhibit 1, 4. Staff Presentation.

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26071-05

Legal Sufficiency Review:
Reviewed by KeAndrea Davis, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING CHAPTER 158, ZONING CODE, BY AMENDING SECTION 158.225 – OUTDOOR SALES AND SPECIAL EVENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida ("City") desires to update Chapter 158 of the Port St. Lucie Code of Ordinances ("Code") by amending Section 158.225 to provide clear definitions for temporary outdoor sales and temporary outdoor events, to establish a formal policy framework for the permitting of temporary sales and events, and authorizing the City Manager, or their designee(s), to promulgate additional rules and regulations for their operation.

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

Section 2. Title XV, Land Usage, Chapter 158, Zoning Code, Section 158.225 is hereby amended as follows:

Sec. 158.225. Temporary Outdoor Sales and ~~Special~~ Events.

An event which would require a permit under this section is any temporary outdoor ~~special event~~sale or temporary outdoor ~~sales~~event, which is not one of the permitted uses of a property or indicated on a site plan, 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, 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) Temporary Outdoor Sales~~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.~~"Temporary outdoor sales" shall mean any short-term outdoor display or sale of goods, services, or merchandise by a single vendor, that is to occur on private property. Temporary outdoor sales shall include, but are not limited to, recreational vehicles, Christmas trees, flowers, rugs, and fireworks.

(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.~~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) 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 owner shall provide a list of all 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:~~Temporary Outdoor Events

(1) ~~The applicant has made any misrepresentations in the application.~~ "Temporary outdoor events" shall mean an organized or planned gathering of persons having a common purpose, design, or goal, that is to occur on private property. Temporary outdoor events shall include, but are not limited to, festivals, fundraisers, exhibitions, multi-vendor events, musical performances, races/walks, carnivals, and parades that:

(a) Require street closings or detours such that the usual flow of pedestrians or vehicular traffic is inhibited; or

(b) Are intended to or likely to attract substantial crowds; or

(c) Are not consistent with the permitted or approved uses typically associated with the property; or

(d) Require the use of City resources, financial or otherwise, in excess of the City's normal day-to-day operations; or

(e) Any additional criteria as deemed by the City Manager, or their designee(s)

~~(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) ~~Outdoor Special Events.~~No person shall conduct temporary outdoor sales or temporary outdoor events, unless a permit has been obtained in accordance with the City's Temporary Outdoor Sales Policy or Temporary Outdoor Events Policy.

~~(1) 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) 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) 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) 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) 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.~~

(D) ~~Temporary outdoor sales.~~The City Manager, or their designee(s), are authorized to create additional policies, rules and regulations that are consistent with and that further the provisions set forth within this Section in accordance with Florida Statutes, Special Act or Resolution of the City Council that pertain to the conduct and operation of temporary outdoor sales or temporary outdoor events.

~~(1) 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) 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) 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) 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) 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) 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) 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) Requests for exemption from fees must be made in writing to the City Manager's office to be placed on a City Council agenda~~

Section 3. Conflict. If any ordinances or parts of ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Additions to text are indicated by underline; ~~strikethrough~~ indicates deletion

Section 5. Codification. The provisions of this Ordinance shall be made a part of the Code of Ordinances of the City of Port St. Lucie, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; the word "ordinance" may be changed to "section" or other appropriate word as may be necessary.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after final adoption on second reading.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Berrios, City Attorney

Additions to text are indicated by underline; ~~strikethrough~~ indicates deletion

City of Port St. Lucie Text Amendment
Section 158.225: Zoning Code
P26-042

SUMMARY

Applicant's Request:	A City initiated text amendment to Section 158.225. Outdoor Sales and Special Events
Applicant:	City of Port St. Lucie
Project Planner:	Marissa Da Breo-Latchman, Environmental Planner II

Project Description and Analysis

This application is a city-initiated text amendment to amend the Zoning Code (Section 158.225) of the City of Port St. Lucie Code of Ordinances. The text amendment will retitle Section 158.225 from "Outdoor Sales and Special Events to "Temporary Outdoor Sales and Events", include definitions for "Temporary Outdoor Sales" and "Temporary Outdoor Events", remove the application and permitting process details from the section, and allow for those details to be established in a separate policy. The primary intent of the amendment is to streamline the application process and make it more efficient for applicants.

The proposed changes apply to temporary events and sales held on private property zoned commercial, institutional and PUD. Applications for outdoor sales and events are processed through the Neighborhood Services Division. Events on City-owned parcels are coordinated through the Special Events Division.

The proposed changes are provided as Exhibits "A" of the staff report with additions shown as underlined and deletions shown as ~~strikethrough.~~

STAFF RECOMMENDATION

The Planning and Zoning Department finds the proposed text amendment to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

Sec. 158.225. Temporary Outdoor Sales and ~~Special~~ Events.

An event which would require a permit under this section is any temporary outdoor ~~special event~~sale or temporary outdoor ~~sales~~event, which is not one of the permitted uses of a property or indicated on a site plan, 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, 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) Temporary Outdoor Sales~~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.~~"Temporary outdoor sales" shall mean any short-term outdoor display or sale of goods, services, or merchandise by a single vendor, that is to occur on private property. Temporary outdoor sales shall include, but are not limited to, recreational vehicles, Christmas trees, flowers, rugs, and fireworks.

(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.~~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) 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 owner shall provide a list of all 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:~~Temporary Outdoor Events

(1) ~~The applicant has made any misrepresentations in the application.~~ "Temporary outdoor events" shall mean an organized or planned gathering of persons having a common purpose, design, or goal, that is to occur on private property. Temporary outdoor events shall include, but are not limited to, festivals, fundraisers, exhibitions, multi-vendor events, musical performances, races/walks, carnivals, and parades that:

(a) Require street closings or detours such that the usual flow of pedestrians or vehicular traffic is inhibited; or

(b) Are intended to or likely to attract substantial crowds; or

(c) Are not consistent with the permitted or approved uses typically associated with the property; or

(d) Require the use of City resources, financial or otherwise, in excess of the City's normal day-to-day operations; or

(e) Any additional criteria as deemed by the City Manager, or their designee(s)

~~(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) ~~Outdoor Special Events.~~No person shall conduct temporary outdoor sales or temporary outdoor events, unless a permit has been obtained in accordance with the City's Temporary Outdoor Sales Policy or Temporary Outdoor Events Policy.

~~(1) 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) 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) 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.~~

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~~(5) 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.~~

(D) ~~Temporary outdoor sales.~~The City Manager, or their designee(s), are authorized to create additional policies, rules and regulations that are consistent with and that further the provisions set forth within this Section in accordance with Florida Statutes, Special Act or Resolution of the City Council that pertain to the conduct and operation of temporary outdoor sales or temporary outdoor events.

~~(1) 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.~~

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(4) 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) 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).

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(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) 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) Requests for exemption from fees must be made in writing to the City Manager's office to be placed on a City Council agenda~~

Text Amendment to Section 158.225

(P26-042)

Planning and Zoning Board Meeting May 5, 2026

Request Summary

Request:	A City initiated text amendment to Section 158.225. Outdoor Sales and Special Events of the Zoning Code.
Applicant:	City of Port St. Lucie

Reasons for the Proposed Changes

This section of the Code is administered by the Neighborhood Services Division. Changes were made in consultation with staff from Special Events, Legal, PD, and Planning and Zoning.

The primary intent of the amendment is to streamline the application process and make it more efficient for applicants.

The proposed changes apply to temporary events and sales held on private property zoned commercial, institutional or PUD.

Events on City-owned parcels are coordinated through the Special Events Division.

Summary of Proposed Changes

The text amendment will retitle Section 158.225 from "Outdoor Sales and Special Events" to "Temporary Outdoor Sales and Events", include definitions for "Temporary Outdoor Sales" and "Temporary Outdoor Events", remove the application and permitting process details from the section, and allow for those details to be established in a separate policy.

Primary Goals for the Proposed Changes

- Establish a more agile framework for managing permits by removing the current rigid code.
- Allow for more frequent and efficient adjustments to policies as the city's needs evolve.
- Better accommodate the diverse requirements of local businesses and event organizers by simplifying the application process.
- Streamlines the administrative workflow

Proposed Amendment

Define Temporary Outdoor Sales – 158.225(A)

- “Temporary Outdoor Sales” shall mean any short-term outdoor display or sale of goods, services, or merchandise by a single vendor. Temporary outdoor sales shall include, but are not limited to, recreational vehicles, Christmas trees, flowers, rugs, and fireworks.
- A permit is not required for the display of merchandise at the entry to retail establishments.

Proposed Amendment

Define Temporary Outdoor Events– 158.225(B)

- "Temporary Outdoor Events" shall mean an organized or planned gathering of persons having a common purpose, design, or goal, that is to occur on private property. Temporary outdoor events shall include, but are not limited to, festivals, fundraisers, exhibitions, multi-vendor events, musical performances, races/walks, carnivals, and parades that:
  - Require street closings/detours.
  - Likely to attract substantial crowds.
  - Unlike the customary or usual activities generally associated with the property.
  - Require the use of city resources, financial or otherwise, in excess of the City's normal day-to-day.
  - Any additional criteria as deemed by the City Manager, or their designee(s).

Proposed Amendment

Requires a Permit and Establishes Policy – 158.225(C)

- No person shall conduct temporary outdoor sales or events, unless a permit has been obtained in accordance with the City's Temporary Outdoor Sales Policy or Temporary Outdoor Event Policy.

Proposed Amendment

Ability to Adjust Policies and Procedures – 158.225(D)

- The City Manager, or their designee(s), are authorized to create additional policies, rules and regulations that are consistent with and that further the provisions set forth within this Section in accordance with Florida Statutes, Special Act or Resolution of the City Council that pertain to the conduct and operation of an outdoor sale or outdoor event.

Recommendation

The Planning and Zoning Department finds the proposed text amendment to be consistent with the intent and direction of the City's comprehensive plan and recommends approval.

Agenda Summary

2026-483

Agenda Date: 5/26/2026 **Agenda Item No.:** 11.a

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R37, a Resolution of the City of Port St. Lucie, Florida, Regarding Reimbursement of Certain Costs Relating to the Acquisition, Construction and Equipping of Various Capital Improvements Within the City; Providing an Effective Date.

Submitted By: Stephen Okiye, Finance Director, Finance Department.

Strategic Plan Link: The City's Goal of a high-performing city government organization.

Executive Summary (General Business): This bond reimbursement resolution allows the City to recover project costs that are incurred before the issuance of bonds.

Presentation Information: Staff will be available for questions.

Staff Recommendation: Move that the Council approve the Resolution.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Resolution.
2. Move that the Council provide staff direction.

Background: This resolution supports several planned city capital projects, including the Public Works Building Project Improvements and the SE Floresta Drive Roadway Improvements.

Issues/Analysis: This reimbursement resolution helps avoid arbitrage issues by allowing the government to begin spending as needed, without issuing bonds prematurely or holding proceeds in low-yield accounts. In summary, a reimbursement resolution provides flexibility to start projects early, maintain regulatory compliance, and align financing with project schedules.

Financial Information: The projects covered by the reimbursement resolution are included in the fiscal year 25/26 budget.

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: Resolution 26-RXX Draft

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: Legal Intake #26133-09

Legal Sufficiency Review:
Reviewed/Prepared by Special Bond Counsel. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 26-R___

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS WITHIN THE CITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has incurred and/or expects to incur various costs in relation to the acquisition, construction and equipping of various capital improvements within the City (the "Project"), including but not limited to, those generally described in Exhibit A attached hereto; and

WHEREAS, the City has determined it is in its best interest to preserve its ability to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations regarding the reimbursement of governmental costs through the issuance of tax-exempt debt;

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Intent. It is currently the intent of the City to reimburse various costs and expenditures relating to the acquisition, construction and equipping of the Project. The City has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in the City's Half-Cent Sales Tax Capital Improvement Fund and/or the Road and Bridge Fund or the General Fund of the City. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $85,000,000 aggregate principal amount. It is currently the intention of the City to principally secure such tax-exempt debt with a covenant to budget and appropriate legally available non-ad valorem revenues. The expenditures to be

reimbursed shall be consistent with the City's budgetary and financial policy as being the types of expenditures which shall be paid on a long-term basis.

Section 3. Compliance. The City shall comply with all applicable law regarding the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

Section 4. Treasury Regulations. It is the intent of the City that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

Section 5. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 6. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 7. This Resolution shall take effect immediately upon its adoption.

[This space left intentionally blank.]

RESOLUTION 26-R___

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, on May 26, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

RESOLUTION 26-R___

EXHIBIT A

GENERAL DESCRIPTION OF THE PROJECT

The Project generally includes the following capital improvements, as more particularly described in the plans and specifications on file with the City and as the same may be modified and/or supplemented from time to time:

- **SE Floresta Drive Roadway Improvements - Phase 3**. The third phase of this project consists of a two-lane improved roadway providing bike lanes, sidewalks, landscaping and streetlights on SE Floresta Drive from Prima Vista Boulevard to SE Crosstown Parkway. This phase is approximately 1.3 miles and includes roundabouts at Fallon Drive and Naranja Avenue.

- **Public Works Building Project.** This project includes a three-story facility for Public Works employees and emergency management located off of Crosstown Parkway and Cameo Boulevard.

- **Paar Roundabouts Project.** This project includes the planned installation of roundabouts at the intersections of SW Paar Drive with SW Savona Boulevard and SW Darwin Boulevard. This project also includes 12 foot multi-use pathways to provide pedestrian and bicycle access along the corridor. Additional improvements include roadway widening withing the roundabout areas to support current traffic demands and accommodate potential future expansion of Paar Drive and the intersecting roadways.

Agenda Summary

2026-482

Agenda Date: 5/26/2026 **Agenda Item No.:** 11.b

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R38, a Resolution to Approve Amendment to Interlocal for Design of Prima Vista/Floresta Improvements

Submitted By: Eric Sexauer, CIP & Sales Tax Project Group Manager, Public Works

Strategic Plan Link: The City's Goal of high-quality infrastructure and facilities.

Summary Brief (Agreements/Contracts only)

1. Prepared by: St. Lucie County
2. Parties: City of Port St. Lucie City of Port St. Lucie and St. Lucie County
3. Purpose: Amendment to existing Interlocal Agreement (Resolution 20-R113, Agenda item 2020-729)
4. New/Renewal/Modified: Modified
5. Duration: The interlocal terminates upon the completion and St. Lucie County Engineer's final approval of the design of improvements for the project.
6. Benefits to Port St. Lucie: The City's Goal of high quality infrastructure and facilities
7. Cost to Port St. Lucie (Annual and Potential): There is no cost to the City

Presentation Information: No formal presentation, but staff is available to answer questions

Staff Recommendation: Move that City Council approve the amendment to the existing interlocal agreement

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve
2. Move that the Council not approve the resolution and provide staff direction

Background: City Council previously approved the interlocal with St. Lucie County authorizing the design of improvements for Prima Vista as part of the Floresta Corridor Project. This amendment allows for additional work to be performed as requested by the County.

Issues/Analysis: This Resolution authorizes the Mayor and City Manager, or his designee, to amend the Interlocal Agreement between St. Lucie County and the City.

Financial Information: This amendment authorizes an additional reimbursable amount to the City by the County not to exceed $27,248.00 unless the County changes the scope of work as set forth in the Amendment to the Interlocal

Special Consideration: Payment from the County to the City is due within 30 Days of execution of the Amendment

Location of Project: Floresta Drive and Prima Vista Blvd intersection

Attachments:
1. Resolution
2. Exhibit “A” to Resolution - Amendment to Interlocal Agreement.
3. Original Interlocal Agreement
4. Location Map

NOTE: All of the listed items in the “Attachment” section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26041-21

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 26-R__

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AN AMENDMENT TO INTERLOCAL AGREEMENT FOR ACQUISITION OF CONSULTANT SERVICES RELATING TO IMPROVEMENTS ALONG PRIMA VISTA BOULEVARD FROM NE ESTIA LANE TO NE NARANHA AVENUE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and County desire to enter into an amendment to the Interlocal Agreement for Acquisition of Consultant Services Relating to Improvements along Prima Vista Boulevard from NE Estia Lane to NE Naranja Avenue ("Amendment"); and

WHEREAS, the terms of the Amendment are set forth as attached hereto as **Exhibit "A"**; and

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Implementation. The City Manager, or his designee, or the Mayor, or her designee, are hereby authorized and directed to proceed to execute the Amendment in substantially the same form as attached hereto as **Exhibit "A"** and take any and all necessary actions to implement the Amendment.

Section 3. Amendment. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

C20-10-6646

FIRST AMENDMENT
INTERLOCAL AGREEMENT
ACQUISITION OF CONSULTANT SERVICES RELATING TO IMPROVEMENTS ALONG PRIMA VISTA BOULEVARD FROM N.E. ESTIA LANE TO N.E. NARANJA AVENUE

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ACQUISITION OF CONSULTANT SERVICES RELATING TO IMPROVEMENTS ALONG PRIMA VISTA BOULEVARD FROM N.E. ESTIA LANE TO N.E. NARANJA AVENUE ("Amendment") made and entered into this _____ day of _____, 2026, by and between the **CITY OF PORT ST LUCIE**, a Florida municipal corporation, ("CITY") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("COUNTY").

RECITALS

WHEREAS, on October 6, 2020, COUNTY and CITY entered into the Interlocal Agreement Acquisition of Consultant Services Relating to Improvements along Prima Vista Boulevard from N.E. Estia Lane to N.E. Naranja Avenue ("Agreement"); and

WHEREAS, CITY retained Consor North America, Inc. ("CONSULTANT") to provide post design engineering services in connection with the Floresta Drive Phase 3 from Crosstown Parkway to the Prima Vista Boulevard Project; and

WHEREAS, further development of COUNTY'S plan to construct beautification and access management improvements along Prima Vista Boulevard from US 1 to Airoso Boulevard requires design changes to the turn lane at the intersection of Prima Vista Boulevard and Floresta Drive; and

WHEREAS, COUNTY desires CITY to add to the CONSULTANT's scope of services design services for Prima Vista Boulevard raised median from NE Estia Lane to NE Naranja Avenue left lane extension; and

WHEREAS, the Parties desire to amend the Agreement to increase COUNTY reimbursement to the CITY for the change in scope of services and the additional work required from the Consultant.

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY, hereby amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and incorporated herein by reference.

2. **Additional Design Services.** The Parties agree that the CITY shall incorporate

into its design contract with the Consultant the design services for Prima Vista Boulevard raised median from NE Estia Lane to NE Naranja Avenue left lane extension. The Scope of Services, Project Schedule, and Supplemental Agreement Costs for the additional design services are attached as Exhibit A.

3. **Review and Approval.** The design for the additional services described in Section 2 shall be subject to final review and approval by the County Engineer.

4. **Reimbursement; Amount.** COUNTY agrees to reimburse CITY for the additional cost of the design services described in Section 2 in an amount **not to exceed** Twenty-Seven Thousand Two Hundred Forty-Eight Dollars ($27,248.00).

5. **Payment.** COUNTY shall pay the reimbursement amount to the CITY within thirty (30) days of receipt by the COUNTY of an invoice from the CITY.

6. **Invalid Provisions.** If any term or provision of this Amendment is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect so far as possible. If any provision of this Amendment may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.

8. **Effective Date; Recording.** The Effective Date of this Amendment shall be the date on which the last of the Parties cause this Amendment to be executed. COUNTY shall record this Amendment in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. A copy of the recorded Amendment shall be forwarded to CITY.

IN WITNESS WHEREOF, CITY and COUNTY have caused this Amendment to be executed on behalf of their respective entities, their successors, and/or assigns, on the day first above written.

BOARD OF COUNTY COMMISSIONERS OF ST. LUCIE COUNTY, FLORIDA

ATTEST:

DEPUTY CLERK

BY: _____
~~JAMIE FOWLER, CHAIR~~
Larry Leet, Vice Chair

APPROVED AS TO FORM AND

CORRECTNESS:

BY: _____
KATHERINE BARBIERI
COUNTY ATTORNEY

CITY OF PORT ST. LUCIE, FLORIDA

ATTEST:

_____
CITY CLERK

BY: _____
SHANNON MARTIN, MAYOR

DATE:

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
RICHARD BARRIOS, CITY ATTORNEY

Design Services for the Prima Vista Boulevard Raised Median from NE Estia Lane to NE Naranja Avenue Left Turn Lane Extension

Professional Services Supplemental Agreement

Scope of Services

City of Port St. Lucie Project No. 20190112

Prepared for:
City of Port St. Lucie

Prepared by:
Consor North America, Inc.
2041 Vista Parkway, Suite 101
West Palm Beach, FL 33411

January 2026

APPROVED

Brandon Friedman

Table of Contents

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Scope of Services for the Prima Vista Blvd. Left Turn Lane Extension 3
Phase Submittals 4
Supplemental Agreement Cost 4

Project Objective and Description

Consor North America, Inc. (CONSULTANT) provided design services for the Prima Vista Boulevard Raised Median from NE Estia Lane to NE Naranja Avenue. The CONSULTANT was retained by the CITY to provide post design engineering services in connection with the Floresta Drive Phase 3 from Crosstown Parkway to Prima Vista Boulevard Project. This supplemental agreement requests additional funding to extend the Prima Vista Boulevard eastbound left turn lane 75-feet and the westbound left turn lane 185-feet. This work will be performed during the post design engineering services phase.

Project Schedule

The CONSULTANT has been retained through November 19, 2027. No additional time is being requested.

The CONSULTANT will finalize coordination and plan revisions, 7-weeks after NTP or by August 31, 2026.

Scope of Services for the Prima Vista Blvd. Left Turn Lane Extension

The CONSULTANT will design and provide revised plans to extend the Prima Vista Boulevard eastbound left turn lane 75-feet and the westbound left turn lane 185-feet along with including a stamped concrete band in the medians. Additionally, the CONSULTANT will provide two design alternatives for the Wawa driveway that will eliminate the left turn exit.

The following will be provided as part of the Roadway Plans – Revision:

- Key Sheet
- Signature Sheet
- Summary of Pay Items Sheet
- Typical Section Detail Sheet
- Plan & Profile Sheets
- Cross Sections Sheets
- Summary of Quantities Sheets
- Engineers Cost Estimate (Roadway & SPM)

The following will be provided as part of the Signing and Pavement Marking Plans – Revision:

- Key Sheet

- Signature Sheet
- Tabulation of Quantities Sheet
- Signing and Pavement Marking Plan Sheets

Phase Submittals

The following represents anticipated submittals for this PROJECT:

- Final Submittal (Revised 11"x17" Roadway and SPM Plans)

Supplemental Agreement Cost

The scope of services for the Prima Vista Boulevard eastbound and westbound left turn lane extension herein shall be a maximum limiting amount fee, not to exceed $27,248.00. Refer to Exhibit B for staff hour sheets for a breakdown of hours and fees.

Exhibit B

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Prima Vista Blvd - Left Turn Lane Extensions

Name of Project: Prima Vista Raised Median, Lighting & Signals
County: St. Lucie
City Project Number: 20190112
FAP No.: N/A

Consultant Name: Consor North America, Inc
Consultant No.: 5209356
Date: 1/4/2026
Estimator: J. Celler

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Chief Engineer/ Project Manager	Sr Engineer	Engineer	Sr Designer	Engineering Intern	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$322.00	$255.00	$183.00	$134.00	$130.00			
3. Project General and Project Common Tasks	22	13	9	0	0	0	22	$6,481	$294.59
4. Roadway Analysis	37	6	8	7	11	5	37	$7,377	$199.38
5. Roadway Plans	29	5	6	6	8	4	29	$5,830	$201.03
19. Signing & Pavement Marking Analysis	25	4	5	5	8	3	25	$4,940	$197.60
20. Signing & Pavement Marking Plans	13	2	3	3	3	2	13	$2,620	$201.54
Total Staff Hours	126	30	31	21	30	14	126		
Total Staff Cost		$9,660.00	$7,905.00	$3,843.00	$4,020.00	$1,820.00		**$27,248.00**	**$216.25**

Check = $27,248.00

SALARY RELATED COSTS:		$27,248.00
SUBTOTAL ESTIMATED FEE: (Consor North America, Inc)		**$27,248.00**
Subconsultant:	Shenandoah General Construction Co.	$0.00
Subconsultant:	Bowman Consulting	$0.00
Subconsultant:	Anderson Andre Consulting Engineers, Inc.	$0.00
Subconsultant:	Captec	$0.00
Subconsultant:	Gentile Glas Holloway O'Mahoney & Associates, Inc.	$0.00
SUBTOTAL ESTIMATED FEE:		**$27,248.00**
Reimbursable Expenses:		
Permits:		$0.00
Public Meeting Display Graphics		$0.00
GRAND TOTAL ESTIMATED FEE:		**$27,248.00**

Project Activity 3: General Tasks

Estimator: J. Celler

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	N/A
3.1.2	Notifications	LS	1	0	0	N/A
3.1.3	Preparing Mailing Lists	LS	1	0	0	N/A
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	N/A
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	N/A
3.1.11	Other Agency Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
	3.1 Public Involvement Subtotal				**0**	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	N/A
3.4	Contract Maintenance and Project Documentation	LS	1	16	16	Includes time for Project Management and coordination with Wawa
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	6	6	See listing below
3.7	Plans Update	LS	1	0	0	N/A

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	-	Comments
3.8	Post Design Services	LS	1	0	0		TBD
3.9	Digital Delivery	LS	1	0	0		N/A
3.10	Risk Assessment Workshop	LS	1	0	0		N/A
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0		N/A
3.11.1	Aeronautical Evaluation	LS	1	0	0		N/A
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0		N/A
3.13	Other Project General Tasks	LS	1	0	0		N/A
3. Project Common and Project General Tasks Total					**22**		

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	3	2	6	All meetings will be virtual in teams
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Public Meeting	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
Total Project Manager Meetings		3		6	Total PM Meeting Hours carries to Task 3.6 above

Project Activity 4: Roadway Analysis

Estimator: J. Celler

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	N/A
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	0	0	N/A
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5	Horizontal /Vertical Master Design Files	LS	1	10	10	Turn Lane Extension on east and west legs on Prima Vista (0.05 *200hr) = 10hrs
4.6	Access Management	LS	1	0	0	N/A
4.7	Roundabout Evaluation	LS	1	0	0	N/A
4.8	Roundabout Final Design Analysis	LS	1	0	0	N/A
4.9	Cross Section Design Files	LS	1	6	6	Turn Lane Extension on east and west legs on Prima Vista (0.05 *120hr) = 6hrs
4.10	Temporary Traffic Control Plan Analysis	LS	1	0	0	N/A
4.11	Master TTCP Design Files	LS	1	0	0	N/A
4.12a	Selective Clearing and Grubbing of Existing VegetationField Assessment	LS	1	0	0	N/A
4.12b	Selective Clearing and Grubbing Site Inventory of Existing Vegetation and Cross-Discipline Coordination (OPTIONAL SERVICES)	LS	1	0	0	N/A
4.12c	Selective Clearing and Grubbing- Existing Vegetation Maintenance Report	LS	1	0	0	N/A
4.13	Tree Dispostion Plan	LS	1	0	0	N/A
4.14	Design Variations and Exceptions	LS	1	0	0	N/A
4.15	Design Report	LS	1	0	0	N/A
4.16	Quantities	LS	1	8	8	Quantity Updates
4.17	Cost Estimate	LS	1	4	4	Cost Estimate Update
4.18	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
4.19	Other Roadway Analyses	LS	1	0	0	N/A

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
				Roadway Analysis Technical Subtotal	28	

Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.20	Field Reviews	LS	1	0	0	N/A
4.21	Monitor Existing Structures	LS	1	0	0	
4.22	Technical Meetings	LS	1	6	6	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	1	
4.24	Independent Peer Review	LS	%	0%	0	
4.25	Supervision	LS	%	5%	1	
Roadway Analysis Nontechnical Subtotal					**8**	
4.26	Coordination	LS	%	3%	1	
4. Roadway Analysis Total					**37**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0			0
Pavement	EA	0	0	0			0
Access Management	EA	0	0	0			0
15% Line and Grade	EA	0	0	0			0
Driveways	EA	0	0	0			0
Local Governments (cities, counties, MPO)	EA	0	0	0			0
Work Zone Traffic Control	EA	0	0	0			0
30/60/90/100% Comment Review Meetings	EA	0	0	0			0
Other Meetings	EA	3	2	6	All meetings will be virtual in teams	yes	3
Subtotal Technical Meetings				**6**		**Subtotal Project Manager Meetings**	3
Progress Meetings (if required by County)	EA	0	0	0	***PM attendance at Progress Meetings is manually entered on General Task 3***		- -
Phase Review Meetings	EA	0	0	0	**PM attendance at Phase Review Meetings is manually entered on General Task 3**		- -
Total Meetings				**6**	**Total Project Manager Meetings (carries to Tab 3)**		**3**

Carries to 4.17

Carries to Tab 3

Project Activity 5: Roadway Plans

Estimator: J. Celler

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	1	1	1	Keysheet Revisions
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	2	2	Revisions
5.3	Typical Section Sheets						
5.3.1	Typical Sections		EA	0	0	0	
5.3.2	Typical Section Details		EA	0	0	0	
5.4	General Notes/Pay Item Notes		Sheet	0	0	0	
5.5	Summary of Quantities Sheets		Sheet	4	3	12	Quantity updates
5.6	Project Layout		Sheet	0	0	0	N/A
5.7	Plan/Profile Sheet		Sheet	3	2	6	3 plan/profile sheets on Prima Vista
5.8	Profile Sheet		Sheet	0	0	0	N/A
5.9	Plan Sheet		Sheet	0	0	0	N/A
5.10	Special Profile		Sheet	0	0	0	N/A
5.11	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	N/A
5.12	Interchange Layout Sheet		Sheet	0	0	0	N/A
5.13	Ramp Terminal Details (Plan View)		Sheet	0	0	0	N/A
5.14	Intersection Layout Details		Sheet	0	0	0	
5.15	Special Details		EA	1	2	2	patterned/stamped concrete details (provided by Kimley-Horn)
5.16	Cross-Section Pattern Sheets		Sheet	0	0	0	N/A
5.17	Roadway Soil Survey Sheets		Sheet	0	0	0	N/A
5.18	Cross Sections		EA	4	1	4	
5.19	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	N/A
5.20	Temporary Traffic Control Cross Section Sheets		EA	0	0	0	N/A

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.21	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	N/A
5.22	Utility Adjustment Sheets		Sheet	0	0	0	N/A
5.23	Selective Clearing and Grubbing Sheets						
5.23.1	Selective Clearing and Grubbing		Sheet	0	0	0	N/A
5.23.2	Selective Clearing and Grubbing Details		Sheet	0	0	0	N/A
5.24	Tree Disposition Sheets						
5.24.1	Tree Disposition Plan Sheets		Sheet	0	0	0	N/A
5.24.2	Tree Disposition Plan Tables and Schedules		Sheet	0	0	0	N/A
5.25	Project Control Sheets		Sheet	0	0	0	N/A
5.26	Environmental Detail Sheets		Sheet	0	0	0	N/A
5.27	Utility Verification Sheets (SUE Data)		Sheet	0	0	0	N/A
					Roadway Plans Technical Subtotal	**27**	
5.28	Quality Assurance/Quality Control		LS	%	5%	1	
5.29	Supervision		LS	%	5%	1	
					5. Roadway Plans Total	**29**	

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: J. Celler

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	N/A
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Signing and Pavement Marking Master Design File	LS	1	4	4	Turn Lane Extension on east and west legs on Prima Vista (0.05 * 80)= 4 hrs
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	N/A
19.5	Sign Panel Design Analysis	EA	1	0	0	N/A
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	N/A
19.7	Quantities	LS	1	4	4	2 plan sheets @ 2 hrs each
19.8	Cost Estimate	LS	1	2	2	
19.9	Technical Special Provisions and Modified Special Provisions	LS	1	0	0	N/A
19.10	Other Signing and Pavement Marking	LS	1	12	12	Two design alternatives for Wawa Driveway
	Signing and Pavement Marking Analysis Technical Subtotal				**22**	
19.11	Field Reviews	LS	1	0	0	N/A
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	1	
19.14	Independent Peer Review	LS	%	0%	0	N/A
19.15	Supervision	LS	%	5%	1	
	Signing and Pavement Marking Analysis Nontechnical Subtotal				**2**	
19.16	Coordination	LS	%	3%	1	
	19. Signing and Pavement Marking Analysis Total				**25**	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0			0
Queue Length Analysis	EA	0	0	0			0
Local Governments (cities, counties)	EA	0	0	0			0

Project Activity 19: Signing and Pavement Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments	
Other Meetings		EA	0	0	0		0
Subtotal Technical Meetings					**0**	**Subtotal Project Manager Meetings**	0
Progress Meetings (if required by FDOT)		EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	- -
Phase Review Meetings		EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	- -
Total Meetings					**0**	**Total Project Manager Meetings (carries to Tab 3)**	**0**

Carries to 19.12

Carries to Tab 3

Project Activity 20: Signing and Pavement Marking Plans

Estimator: J. Celler

Prima Vista Raised Median, Lighting & Signals
20190112

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	1	1	1	Keysheet Revisions
20.2	Summary of Pay Items Including Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	4	1	4	Update quantities
20.4	General Notes/Pay Item Notes		Sheet	0	0	0	0	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	3	2	3	6	3 plan sheets on Prima Vista
20.7	Typical Details		EA	0	0		0	
20.8	Guide Sign Worksheets		EA	0	0		0	
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
Signing and Pavement Marking Plans Technical Subtotal						**5**	**11**	
20.14	Quality Assurance/Quality Control		LS	%	5%		1	
20.15	Supervision		LS	%	5%		1	
20. Signing and Pavement Marking Plans Total						**5**	**13**	

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4769392 10/20/2020 02:20:42 PM
OR BOOK 4494 PAGE 514 - 516 Doc Type: AGR
RECORDING: $27.00

C20-10-646

INTERLOCAL AGREEMENT
ACQUISITION OF CONSULTANT SERVICES RELATING TO IMPROVEMENTS
ALONG PRIMA VISTA BOULEVARD FROM NE ESTIA LANE TO NE NARANJA AVENUE

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into this 6 day of October, 2020, by and between the **CITY OF PORT ST LUCIE**, a Florida municipal corporation, (hereinafter "CITY") and **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (hereinafter "COUNTY").

RECITALS

WHEREAS, the COUNTY and CITY desire to enter into this Agreement pursuant to Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the CITY has contracted with American Consulting Professionals, LLC ("Consultants") to design improvements to Floresta Drive; and

WHEREAS, the COUNTY and the City have coordinated the design and improvements along Floresta Drive; and

WHEREAS, the proposed design for the Floresta Drive improvements will impact the intersection of Floresta Drive and Prima Vista Boulevard; and

WHEREAS, the COUNTY intends to construct beautification and access management improvements along Prima Vista Boulevard from US 1 to Airoso Boulevard as a Sales Tax Referendum project; and

WHEREAS, the CITY has agreed to coordinate with COUNTY to incorporate certain required design improvements on Prima Vista Boulevard which improvements include the intersection of Prima Vista Boulevard and Floresta Drive; and

WHEREAS, coordination of this work between the CITY and COUNTY will minimize impacts to residents and will serve a public purpose; and

WHEREAS, COUNTY and CITY agree to cooperate in an economic, timely and efficient manner.

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the parties on the Project, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and CITY, hereby agree as follows:

1. **Recitations.** The foregoing recitals are true incorporated herein by reference.

2. The parties agree that the City shall incorporate into its design contract with the Consultant additional proposed improvements to Prima Vista Boulevard from NE Estia Lane to NE Naranja Avenue as determined by the County Engineer. The design of the Prima Vista Boulevard

improvements shall be subject to the final review and approval of the County Engineer. The scope of work for the design of proposed County improvements is set out in Exhibit A.

3. The County agrees to reimburse the City for the cost of the design of additional proposed improvements to Prima Vista Boulevard. The County's contribution to the cost for the design of these improvements shall not exceed $355,673.00 unless the County changes the scope of work or requests additional work from the consultant.

4. That the County shall pay the reimbursement amount to the City within thirty (30) days of receipt by the County of an invoice from the City.

5. **Notices.** All written notices required under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, by regular United States Mail with postage prepaid, or by certified mail, return receipt requested (Airmail if international), and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE COUNTY:
PUBLIC WORKS DEPARTMENT CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984 With a copy to: OFFICE OF THE CITY ATTORNEY CITY OF PORT ST. LUCIE 121 S.W. Port St. Lucie Boulevard Port St. Lucie, FL 34984	ST. LUCIE COUNTY ADMINISTRATOR County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982 With a copy to: ST. LUCIE COUNTY ATTORNEY County Administration Annex 2300 Virginia Avenue Ft. Pierce, FL 34982

Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery or (ii) on the date mailed, postage prepaid.

6. **Invalid Provisions.** In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto

as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous verbal or written agreements and understandings between the parties hereto.

9. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto.

10. **Effective Date; Recording.** The Effective Date of this Agreement shall be the date on which the last of the parties cause this Agreement to be executed. This Agreement shall be recorded by the COUNTY in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. A copy of the recorded Agreement shall be forwarded to the CITY.

IN WITNESS WHEREOF, the CITY and the COUNTY have caused this Agreement to be executed on behalf of their respective entities, their successors and assigns, on the day first above written.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

ATTEST:

CITY CLERK

CITY OF PORT ST. LUCIE, FLORIDA

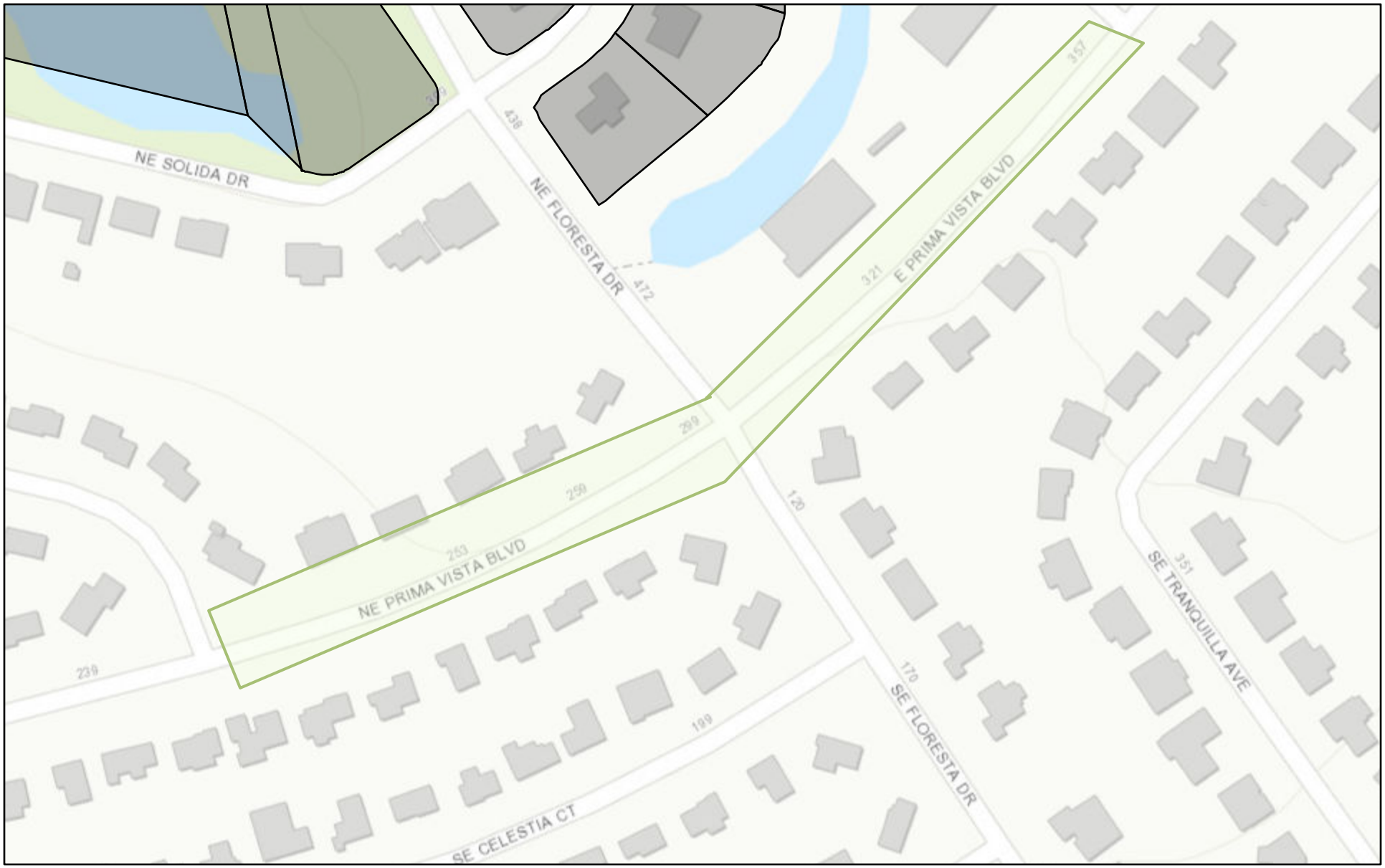
BY: _____
GREGORY J. ORAVEC, MAYOR

DATE: 09/30/2020

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
JAMES STOKES, CITY ATTORNEY

Amendment to Interlocal for Prima Vista/Floresta Drive



5/13/2026, 1:58:11 PM

Parcels

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.06 0.11 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Agenda Summary

2026-478

Agenda Date: 5/26/2026 **Agenda Item No.:** 11.c

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R39, a Resolution of the City of Port St. Lucie, Florida, Approving an Amendment to Annexation Agreement Between the City of Port St. Lucie and McCarty Road, LLC (P26-044)

Submitted By: Bridget Kean, AICP, Deputy Director Planning and Zoning

Strategic Plan Link: N/A - Development Application

Executive Summary (General Business): The City has received an application from Lucido and Associates on behalf of McCarty Road, LLC, property owner, to amend the annexation agreement between McCarty Road, LLC, and the City of Port St. Lucie. The McCarty Road property is approximately 72 acres in size. The property was annexed into the City in 2006 (OR 05-152). An annexation agreement was approved that provided for the infrastructure and transportation improvements needed to serve the property. A future land use amendment was approved in 2006 that changed the land use from St. Lucie Agriculture 2.5 to City of Port St. Lucie Medium Density Residential (RM).

McCarty Road, LLC, has applied to amend the McCarty Road PUD (P24-179). The proposed PUD amendment changes the project name to the Meadows PUD, revises the permitted uses from townhomes to single-family dwelling units, reduces the number of units from 530 multifamily units to 321 single family units, and updates required transportation and infrastructure improvements as well as other changes.. Primary access to the property was moved from McCarty Road to E/W 5 along the project's southern boundary. As a result of the new proposal, both the annexation agreement and ordinance adopting the comprehensive plan future land use map amendment must be revised. An application to amend the future land use ordinance has been submitted and is scheduled for the May 26, 2026 City Council meeting (P26-058).

Presentation Information: Staff may provide a short presentation.

Staff Recommendation: Move that the Council approve the amendment to the McCarty Road, LLC, annexation agreement.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the amendment to the McCarty Road, LLC, annexation agreement.
2. Move that the Council not approve and provide staff direction.

Background: The McCarty Road Annexation Agreement was approved by the City Council on March 13, 20026.

Issues/Analysis: The proposed changes to the annexation agreement update the stormwater requirements, update the roadway requirements, and other changes. The original annexation agreement anticipated access to the property via Midway Road to McCarty Road. With the development of Wylder to the east, the proposed PUD amendment depicts primary access at the property's southern border via the extension of E/W 5 from its current terminus in Wylder west to the McCarty/Meadows property. The proposed changes to the annexation agreement were finalized pursuant to the discussions with the applicant and county staff, as applicable.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road.

Business Impact Statement: N/A

Attachments:

1. Resolution
2. Exhibit "A" 1st Amendment to McCarty Road, LLC, Annexation Agreement
3. Staff Report
4. Applicant's Cover Letter
5. Ref: 2006 McCarty Road Annexation Agreement
6. Staff Presentation

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: 26092-05

Legal Sufficiency Review:
Reviewed by Elizabeth L. Hertz, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 26-R__

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AN AMENDMENT TO ANNEXATION AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND MCCARTY ROAD, LLC; (P26-044).

WHEREAS, the City and McCarty Road, LLC ("McCarty") desire to enter into an amendment to the Annexation Agreement recorded in the Official Records Book of St. Lucie County at Book 2541, Page 1588; and

WHEREAS, the terms of the amendment are set forth as attached hereto as **Exhibit "A"** (the "Amendment"); and

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

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Implementation. The City Manager, or his designee, or the Mayor, or her designee, are hereby authorized and directed to proceed to execute the Amendment in substantially the same form as attached hereto as **Exhibit "A"** and take any and all necessary actions to implement the Amendment.

Section 3. Amendment. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2026.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Shannon M. Martin, Mayor

ATTEST:

_____
Sally Walsh, City Clerk

APPROVED AS TO FORM:

_____
Richard Berrios, City Attorney

AMENDMENT TO ANNEXATION AGREEMENT
(McCarty Road)

THIS AMENDMENT TO ANNEXATION AGREEMENT (this "Amendment") is made and entered into this __ day of _____, 2026 by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida (the "City") and MCCARTY ROAD, LLC, a Florida limited liability company, hereinafter referred to as "McCarty." The City and McCarty are collectively "Parties" to this Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Agreement (as defined below) and this Amendment, the terms and provisions of this Amendment shall be construed to control and prevail.

W I T N E S S E T H

WHEREAS, McCarty is the owner of certain real property located in the City of Port St. Lucie, Florida, as more particularly described below:

> **LEGAL DESCRIPTION**: The South 1290.46 feet of the Southwest ¼ lying South of PONY PINES UNIT 1, Section 9, Township 36 South, Range 39 East LESS the East 46 feet for canal right-of-way and LESS the West 98 feet for road and canal right-of-way, St. Lucie County, Florida. Overall parcel contains 72.024 acres more or less.
>
> **Parcel ID: 3309-323-0001-000-6** (the "Property")

and;

WHEREAS, on March 13, 2006, the City and McCarty entered into an Annexation Agreement to memorialize their agreement regarding the annexation and development of the Property within the City (the "Annexation Agreement") and recorded in the Public Records of St. Lucie County at Official Records Book 2541, Page 1588; and

WHEREAS, on June 13, 2006, the City adopted Ordinance 05-172 designating the Property (RM) Medium Density Residential on the Comprehensive Plan Future Land Use Map; and

WHEREAS, on August 24, 2009, the City of Port St. Lucie ("City") issued Planned Unit Development ("PUD") Approval Ordinance 09-70 for a project known as the McCarty Road PUD encompassing the Property and approving the development of 530 dwelling units; and

WHEREAS, McCarty has authorized McCarty Town Development, LLC. (a Florida limited liability company), contract purchaser for the Property, hereinafter referred to as "Developer," to file an application seeking to modify the McCarty Road PUD to develop 321 dwelling units on the Property ("The Meadows PUD"); and

WHEREAS, the City and McCarty agree that due to the length of time between the initial PUD rezoning, and The Meadows PUD application, it is necessary to modify the Annexation Agreement to reflect and address existing circumstances and conditions relating to development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. Recitations. The Recitations set forth above are true and correct and are incorporated herein by reference.

2. Amendments. The Annexation Agreement is hereby modified and amended as follows:

a. **Section 5. "No Waiver of Police Power."** Will be replaced in its entirety as follows:

Section 5. Waiver of Police Power. McCarty agrees that this Agreement does not authorize approval of any specific land use amendment, development order, subdivision, site plan proposal or other development related permit. However, McCarty agrees that minimum standards in this Agreement shall guide and bind the development of the Property.

As provided above and otherwise herein, the parties recognize and agree that certain provisions of this Agreement will require the City and/or its board, departments or agencies, acting in their governmental capacity, to consider certain changes to the City's Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statute and City ordinances or regulations, including notice and hearing requirements, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for comprehensive plan changes and applications for development. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public.

b. **Section 6. "Stormwater".** Will be replaced in its entirety as follows:

Section 6. Stormwater. The Parties agree that McCarty shall be responsible for its stormwater permitting with respect to the Property. As each development parcel is designed and constructed, McCarty shall also design and construct a stormwater management system within such development parcel to retain the required volumes of water consistent with South Florida Water Management District ("**SFWMD**") criteria for flood control. The stormwater management system shall be designed and constructed to provide stormwater treatment and attenuation/storage, in accordance with SFWMD requirements, for the ultimate build-out of all public rights-of-way located within the Property. All discharged water from the surface water management system shall meet the water quality standards of SFWMD, any other applicable

agencies, and the Florida Administrative Code, including but not limited to Code Rule 62-302 at the time of permitting of such development parcel.

c. "**Section 8. Impact Fees."** Section 8 of the Agreement is hereby deleted.

d. "**Section 10. Roadway Improvements.**" will be replaced in its entirety as follows:

Section 10. Roadway Improvements. At the time of development of the Property McCarty agrees to address the impact of development of the Property on the roadway network as follows:

a. Permit, Construct and open to the public E/W 5 two (2) on-site travel lanes from the terminus of the Wylder/Pod 9 extension to 300 feet west of The Meadows PUD entrance as depicted in **Exhibit "A"** (the "Additional Right-Of-Way Dedication Exhibit") prior to issuance of any residential plot permits, to provide site related access to future uses within the development, and convey to the City the portion of roadway crossing the North St. Lucie River Water Control District Canal No. 91 right-of-way.

b. Convey to the City 120 feet of right-of-way (±281,818 square feet/6.47 acres) along E/W 5 extending along the southern boundary of The Meadows PUD, as depicted on **Exhibit "A"**, prior to the platting of any portion of the Property. Concurrent with conveyance of this segment of right-of-way, a 10' public utility easement will be conveyed on both sides of the right-of-way in a form agreeable to the City.

c. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD northern property line just north of Williams Road south to the proposed secondary emergency access driveway, as depicted on **Exhibit "A"**, prior to the issuance of the 100th residential plot permit for the Property; and

d. Convey to St. Lucie County 70 feet of right-of-way (±60,211 square feet/1.38 acres) along McCarty Road extending along the entirety of The Property's western property line, as depicted on **Exhibit "A"**, prior to the platting of any portion of the Property. Dedication of right-of-way shall occur in the manner outlined in Section 24-264 and Section 24-267 of the St. Lucie County Code of Ordinances. Within two hundred and forty (240) days of the Effective Date convey a 20' City Utility easement on the east side of the foregoing right-of-way, in a form agreeable to the City of Port St. Lucie.

e. **Section 11. Payment of Public Facilities.** It is agreed and acknowledged between the Parties that this obligation has been satisfied. McCarty and City shall execute a subsequent impact fee and mobility fee credit agreement accounting for McCarty's payment of $636,000.00 for public facilities to the City. The Agreement will provide a credit bank of $636,000.00 that can be used inclusively for City Mobility Fees, Law Enforcement Impact Fees, Parks and Recreation Impact Fees, Public Building Impact Fees, payment in lieu for parks requirement and upland habitat mitigation fees until such time as the credit bank is exhausted. McCarty is required to provide the City with 4.317 acres of parks property based on The Meadows PUD ("Parks Requirement") and McCarty is also required to provide upland habitat mitigation for a total of 1.4625 acres per Sec. 157.06 (E) of the City of Port St. Lucie Code of Ordinances ("Upland Mitigation"). It is acknowledged and agreed that McCarty will first draw down on the credit bank of $636,000.00 to satisfy the Upland Mitigation through a mitigation fee and the Parks Requirement through a payment in lieu. The payment in lieu for the Parks Requirement does not satisfy The Meadows PUD general obligation to pay parks impact fees.

f. "**Section 14. Successors and Assigns."** Will be replaced in its entirety as follows:

Section 14. Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, heirs, and personal representatives. If McCarty, or its successors or assigns, sells or conveys substantially all of the Property, it may assign its rights and obligations hereunder to the purchaser thereof. The obligations and entitlements hereunder may also be assigned in whole or in part to one or more property owners associations or CDDs, but such assignment shall not release the then-current owner of the Property, whether McCarty, or a successors or assign, from such obligations and entitlements until the then-current owner of the Property sells the last residential unit within the Property, and the then-current owner of the Property shall not be released from any breach or violation of its obligations existing prior to such assignment. McCarty must provide the City with notice and a copy of any assignment pursuant to this paragraph.

g. "Section 15. Attorneys' Fees". Section 15 of the Agreement is hereby deleted.

h. "Section 21. Notice". Will be replaced in its entirety as follows:

Section 21. Notice. Any notices required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City:

McCarty Road: McCarty Road, LLC
c/o McCarty Town Development, LLC
3801 PGA Blvd., Suite 806
Palm Beach Gardens, FL 33410

i.. **"Section 22. No Concurrency Reservation or Finding of Complete Mitigation."** The following paragraph specifically addressing the intent of this Agreement relating to concurrency and mitigation, is hereby added to the Agreement:

Section 22. No Concurrency or Complete Mitigation Finding; Impact & Mobility Fee Credits. McCarty will be required to pay impact and mobility fees at the time of building permit issuance. This Agreement does not reserve concurrency or provide complete mitigation for any of the development contemplated for the Property. Concurrency and mitigation obligations will be determined with the rezoning contemplated by the pending PUD amendment. Nothing in this Agreement shall prevent McCarty from receiving impact or mobility fee credits or other compensation for any conveyance of land or for any provision of public infrastructure to the City, County or other local government entity, provided McCarty is eligible for such impact or mobility fee credits or other compensation pursuant to the applicable City, County or other governmental entity's ordinances or regulations at the time that McCarty enters into such agreements. Notwithstanding the foregoing, McCarty will not be eligible for credits for water, sewer, reclaimed water or fiber impact improvements, unless same is specifically addressed through utility service agreements.

j. "Section 23. Conveyance Requirements."
The following paragraph is hereby added to the Agreement:

Section 23. Conveyance Requirements.
(a) Special Warranty Deed. All property conveyed to the City, as contemplated in this Agreement, shall be conveyed as Net Usable Acres and at no cost to the City in fee simple title, by special warranty deed (the "Deed"), free and clear of all liens and encumbrances that would prevent or limit the proposed use of the property for its intended use. "Net Usable Acres" shall mean, unless otherwise specified, that the acreage of the particular property to be conveyed shall be net of and not include any wetlands on such land, any environmental contaminants on such land in violation of applicable law, any road rights-of-way or offsite drainage facilities, any easements, or any protected species, any of which would adversely affect the use of such property for its intended purposes.
(b) Title, Survey and Closing Costs. Prior to conveyance of property, McCarty at its sole cost and expense, shall provide to the City: (i) a title insurance commitment by a Florida licensed title insurer showing ownership and any matters appearing in the Public Records of St. Lucie County, Florida, encumbering the relevant property; (ii) a survey showing all encumbrances of records; (iii) all soil studies for the site, the Army Corps permits and other documentation in McCarty's possession or custody relating to the

characteristics of the land being conveyed; and (iv) a title opinion confirming that the title insurance commitment does not show any title encumbrances that would prohibit or limit the use of the relevant property for its intended purpose. Additionally, McCarty shall pay all traditional closing costs, including recording fees, documentary stamps, taxes or assessments outstanding on the relevant property at the time of the conveyance as well as for the owner's title insurance policy for the relevant property.

3. **Agreement Remains in Effect.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

5. **Effective Date**. The "Effective Date" of this Amendment is the later of the date on which The Meadows PUD is approved by the City or the last signatory signs the Agreement.

6. **Recording of Agreement**. This Agreement shall be recorded by the City of Port St. Lucie in the Public Records of St. Lucie County and shall be binding upon City, McCarty, and any successors in interest and title to the Property.

7. **Participation**. Each of the Parties have participated in the preparation of this Agreement. Accordingly, this Agreement shall not be more strictly construed against either of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

8. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and all such counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the respective dates under each signature.

CITY OF PORT ST. LUCIE

MCCARTY ROAD, LLC

W.K. Schickedanz, Mgr.
W.K. SCHICKEDANZ

Witness: Ana Somers
2404 Belle Forest Pl
Sanford, FL 32771

Witness: Megan Aliksinis
597 Redwood Lane Ter Lakeway FL, 32746

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20th day of May, 2026, by W.K. Schickedanz as _____ of MCCARTY ROAD, LLC, a Florida limited liability company, who ☑ is personally known to me or who ☐ has produced _____ as identification.

[Notary Seal]

VICKIE K HANSBROUGH
Notary Public - State of Florida
Commission # HH 665543
My Comm. Expires Apr 16, 2029
Bonded through National Notary Assn.

Notary Public: Vickie K. Hansbrough
Name printed: Vickie K. Hansbrough
My Commission Expires: 4/16/2029

#14252476 v1

WILLIAMS ROAD

CHIP SEAL 2 LANES OF
MCCARTY ROAD FROM
MCCARTY'S CHOICE EMERGENGY
ACCESS TO WILLIAMS ROAD
630 LF

EMERCENCY
ACCESS

MCCARTY ROAD

20.0' UE

50.0'

70.0'

S.M.T. #2
SHWT = 22.00'
AREA @ SHWT
2.01 ACRES

COUNTY APPROVED ROW DEDICATION
60,211 SF.
1.38 AC.

S.M.T. #1
SHWT = 22.00'
AREA @ SHWT
7.73 ACRES

NSLRWCD C-91 CANAL

ADDITIONAL CITY ROW DEDICATION
133,191 SF.
3.06 AC.

120.0'

CITY APPROVED ROW DEDICATION
148,627 SF.
3.41 AC.

EXISTING WYLDER POD 9

CONSTRUCTION OF 2 LANES
OF E/W-5 FROM WYLDER TERMINUS
TO 300' WEST OF THE MEADOWS
2,388 LF TOTAL

Plotted By: Anderson, Zach Layout:Layout1 March 26, 2026 03:24:30pm K:\VRB_LDEV\McCarty PUD\CAD\Exhibits\ROW exhibit\McCarty ROW Exhibit.dwg

1

THE MEADOWS

PORT ST LUCIE

ADDITIONAL RIGHT-OF-WAY DEDICATION EXHIBIT

3/26/2026 - CONTACT: (321) 430-1138

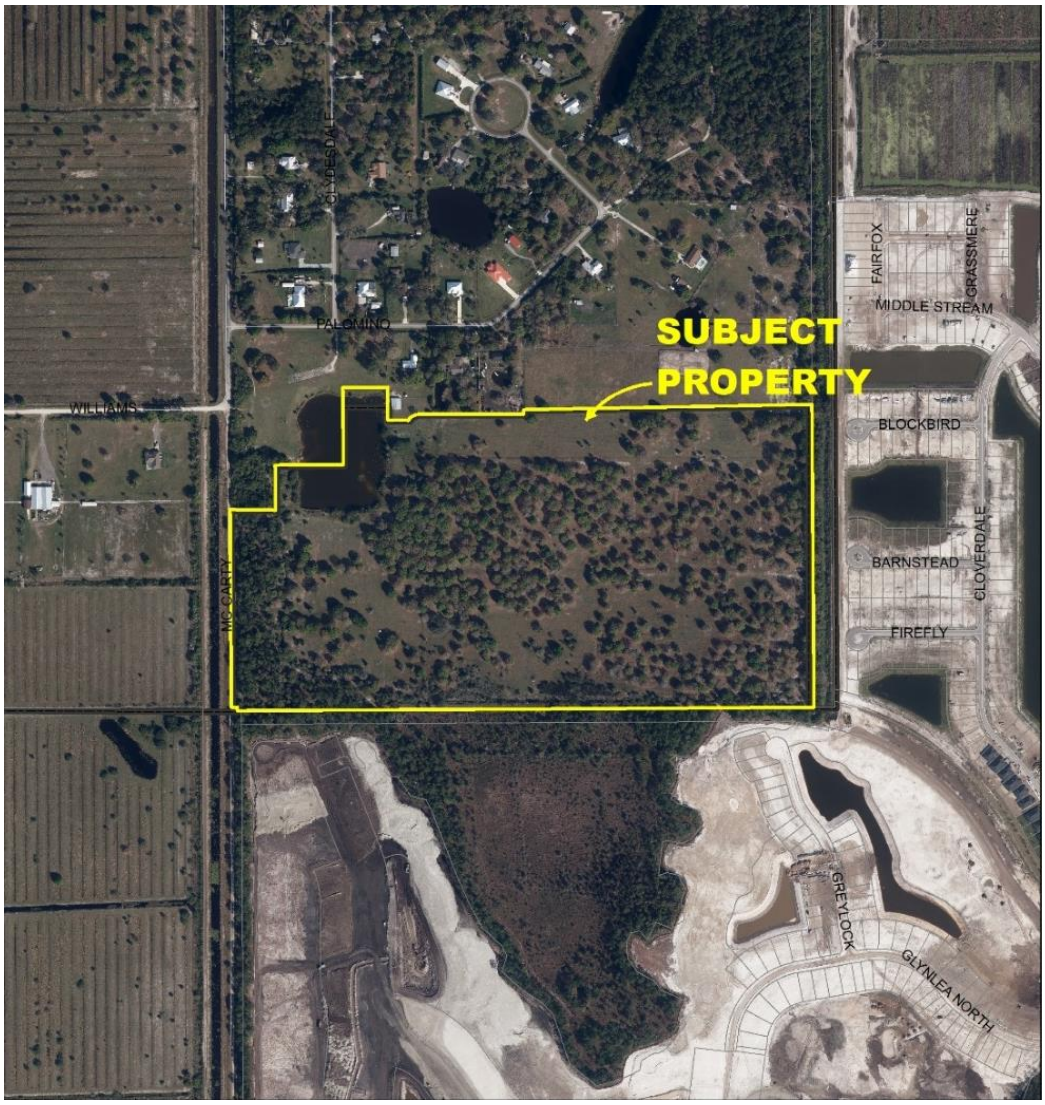
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Kimley»Horn

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

1st Amendment to McCarty Road Annexation Ordinance
P26-044



SUMMARY

Applicant's Request:	Amendment to Annexation Agreement
Agent:	Steve Garrett, Lucido and Associates
Applicant/Property Owner:	McCarty Road, LLC
Location:	The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road
Project Planner:	Bridget Kean, AICP, Deputy Director

Project Description

The City has received an application from Lucido and Associates on behalf of McCarty Road, LLC, property owner, for the first amendment to the McCarty Road Annexation Agreement. On March 13, 2006, the City Council adopted Ordinance 05-152 approving the annexation of 72 acres, more or less, of property located south of Midway, east of McCarty Road, immediately south of the Pony Pines subdivision and annexation agreement for a project known as McCarty Road, LLC. On June 13, 2006, the City Council adopted Ordinance 05-180 approving a large scale future land use map amendment for the subject property that changed the future land use from St. Lucie County Agricultural 2.5 to City of Port St. Lucie Medium Density Residential (RM).

In 2024, McCarty Road, LLC, applied for an amendment to the McCarty Road PUD (P24-179). The proposed PUD amendment changes the name of the project to the Meadows PUD, revises the permitted uses from townhomes to single-family dwelling units, reduces the number of units from 530 multifamily units to 321 single family units, and updates required transportation and infrastructure improvements as well as other changes. Primary access to the property is moved from McCarty Road to E/W 5 along the project's southern boundary. As a result of the new proposal, the annexation agreement needs to be revised. The annexation agreement anticipates access to the property via Midway Road to McCarty Road since the property borders McCarty Road to the west. With the development of Wylder to the east, the proposed PUD amendment depicts primary access at the property's southern border via the extension of E/W 5 from its current terminus in Wylder west to the McCarty/Meadows property. I

Proposed 1st Amendment to the McCarty Road Annexation Agreement

The proposed changes to the annexation agreement are attached as Exhibit "A". The proposed changes update stormwater requirements, update roadway improvement requirements, and other changes. The proposed changes to the roadway requirements remove the requirement for McCarty Road, LLC, to participate in a special assessment district or other similar funding mechanism for the improvement of Midway Road from I-95 west to Okeechobee Road and remove the requirement for McCarty Road to pay its fair share of the costs for the improvements to McCarty Road. Below is a brief overview of the new roadway improvements:

1. A requirement to construct two lanes of E/W 5 ravel lanes from its current terminus at Wylder Pod 9 to 300 feet west of The Meadows PUD entrance.
2. Convey to the City 120 feet of right-of-way along E/W 5 extending along the southern boundary of The Meadows PUD to McCarty Road.
3. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road south to the proposed secondary emergency access driveway for the Meadows PUD.
4. Convey to the County 70 feet of right-of-way for McCarty Road.

Staff Analysis

The original annexation agreement was negotiated in 2006 and based on the previous development plan for the project. The proposed changes to the annexation agreement were finalized pursuant to the discussions with the applicant and county staff, as applicable. Midway Road and McCarty Road are county roadways. County staff has reviewed the changes and has no objections to the revisions to those roadway requirements.

The revised requirements have been incorporated into the proposed amendment to the annexation agreement, the proposed PUD amendment (P24-179) and the proposed amendment to the future land use ordinance (P26-058).

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.

lucido&associates
Land Planning / Landscape Architecture

March 31, 2026 *VIA DIGITAL DELIVERY*

Bridget Kean
Planning and Zoning Department
City of Port Saint Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Re: The Meadows Annexation Amendment FKA McCarty / McCarty Choice
City Project Number: P26-XXX

Dear Bridget:

Please find enclosed the proposed Annexation Agreement Amendment for The Meadows PUD. This amendment is being submitted to reflect updates and refinements to the original agreement, including alignment with current development plans and applicable regulatory requirements.

Our team has worked closely with staff to ensure consistency between the Annexation Agreement and the Planned Unit Development (PUD) document. The revisions are intended to clarify prior conditions and streamline implementation moving forward.

We respectfully request your review and consideration of the enclosed amendment. Should you have any questions or require additional information, please do not hesitate to contact our office.

Thank you for your time and attention to this matter. We look forward to your feedback.

1. Cover Letter
2. Annexation
3. Roadway Exhibits

Sincerely,

Derrick Phillips
Project Manager

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2838071 OR BOOK 2541 PAGE 1588, Recorded 04/21/2006 at 10:46 AM

Un-Official

ANNEXATION AGREEMENT

[McCarty Road, LLC]

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into this 13th day of March, 2006, by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida (the "City") and McCarty Road, LLC a Florida limited liability company ("McCarty").

W I T N E S S E T H

WHEREAS, the City is a Florida municipal corporation located within St. Lucie County, Florida; and

WHEREAS, McCarty owns certain real property in unincorporated St. Lucie County, Florida, as described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, approximately 3,837 feet of the Property's boundary is coterminous with a boundary of the City; and

WHEREAS, the Property is therefore adjacent and contiguous to the municipal boundary of the City; and

WHEREAS, McCarty has filed a voluntary petition for annexation of the Property into the City; and

WHEREAS, McCarty desires to obtain for the Property the benefits and privileges of inclusion within the boundaries of the City which include the designation of the Property on the City's Future Land Use Map as RM (Residential Medium Density) and the assignment of applicable zoning categories to allow the most appropriate development of the Property and the provision of all services, facilities, and utilities as are available to all residents of the City; and

WHEREAS, the City has determined that the Property is concentrated in a single area; and

WHEREAS, annexation of the Property will not result in the creation of unincorporated areas being enclosed on all sides by a single municipality or by a singly municipality and a natural or manmade obstacle that allows vehicular access only through unincorporated areas; and

WHEREAS, the City has determined that the annexation of the Property into the municipal boundaries of the City would be in the best interest of the City and the future residents of the Property; and

WHEREAS, McCarty desires to enter into this Agreement to memorialize its understanding and agreements with respect to the annexation, development and use of the Property; and

WHEREAS, upon McCarty's compliance with its obligations under this Agreement, the development of the Property will be consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, McCarty and the City agree that it would be beneficial to the parties to initiate the land use and development approval process prior to the effective date of the annexation to expedite development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. **Recitations**. The recitations set forth above are true and correct and are incorporated herein by reference.

2. **Annexation**. On July 8, 2005 McCarty filed a voluntarily petition requesting the City to annex the Property into the municipal boundaries of the City. The City shall take all actions necessary to effect the annexation of the Property in a timely manner in accordance with the procedures set forth in Section 171.044, Florida Statutes, and any other applicable ordinances or regulations. It is the desire of the parties that the annexation be accomplished as rapidly as possible. McCarty agrees to indemnify and defend the City in the event of any lawsuit challenging the legality of the annexation of the Property and City agrees to cooperate with McCarty as may be required in such defense.

3. **Effective Date**. This Agreement shall become effective upon execution by both parties.

4. **Land Use**. McCarty has submitted a request to amend the City's Comprehensive Plan to include the Property and to assign the land use designation of RM (Residential Medium Density) to the Property. The City shall process said application in a timely manner in accordance with applicable statutes, ordinances and other regulations, and subject to paragraph 5 below.

5. **No Waiver of Police Power.** As provided above and otherwise herein, the parties recognize and agree that certain provisions of this Agreement will require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider certain changes in the City's Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statute and City ordinances, including applicable notice and hearing requirements, in the exercise of the City's jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in

acting on applications for comprehensive plan changes and applications for other development. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public.

6. **Stormwater.** Notwithstanding any regulations to the contrary, no portion of the Property, nor McCarty, shall be assessed for any stormwater utility assessment until (i) the Property has been platted for urban development, and (ii) the Property is no longer used for agriculture or agricultural related purposes. The parties agree that McCarty shall be responsible for its stormwater permitting and for compliance with all National Pollution Discharge Elimination System rules and regulations. McCarty shall be responsible for the maintenance of its stormwater system. In no event shall the City be entitled to impose or collect stormwater utility fees or assessments allocable to the years 1993 through 1997 against or with respect to the Property.

7. **Utilities.**

a. The City desires to provide municipal utility services to the Property, including water, wastewater and irrigation, and represents that the City has sufficient existing or planned plant capacity to provide same to the Property for those uses which may be developed under the Proposed Land Use. The City acknowledges that McCarty may create one or more Community Development Districts ("CDDs") in accordance with the requirements of Chapter 190, Florida Statutes, to finance and construct utility infrastructure, and to finance, construct, own and maintain other infrastructure, to and for the Property. McCarty shall have no right to own or operate a utility. The City agrees to provide wastewater and potable water service to the Property with a capacity sufficient to accommodate the uses which may be developed under the Proposed Land Use, so long as McCarty pays its fair share of the cost. Pursuant to and consistent with Sections 63.16 and 63.22 of the Code, on or before development of the Property, McCarty shall install, or cause to be installed, at its sole cost and expense, the on-site water and wastewater transmission facilities to service the Property, provided, however, that to the extent such transmission facilities are upsized or looped at City's request to serve additional property other than the Property, the City shall reimburse McCarty for that amount that exceeds its hydraulic share in a manner mutually acceptable to McCarty and the City. The parties agree that upon completion and acceptance by the City of the on-site water and wastewater lines, such lines shall be transferred to the City to be owned and maintained by the City in perpetuity. McCarty and City agree that the location and design of any transmission water or sewer lines and easements for same shall be located in areas mutually agreed upon by the parties.

b. The parties agree to negotiate in good faith to enter into appropriate agreements to ensure that the municipal utility services described above are available and constructed as contemplated herein to serve the Properties. Said agreements shall include, but not be limited to, a developer's agreement which provides for McCarty's hydraulic share contribution and reservation of line and plant capacity.

8. **Impact Fees.** McCarty will not apply to St. Lucie County for any transportation impact fee credits for any portion of the Property that is annexed into the City without authorization from the City. To the extent that the City imposes current or future impact fees

applicable to future development within the Property, including but not limited to those for transportation, parks and schools, the City agrees that it shall provide credit to McCarty against such impact fees assessed for the same purpose, for the value of public improvements constructed by McCarty, for funding contributions to public improvements made by McCarty and for land dedications made by McCarty.

9. **Taxation and Assessments.** The City acknowledges that the Property is used for agricultural purposes and in the past has benefited by a Greenbelt Exemption for ad valorem tax purposes (the so-called "agricultural exception"). The City agrees to support McCarty's receipt of a Greenbelt Exemption for the Property as long as the Property is being used for agricultural purposes or agricultural related purposes prior to non-agricultural development. Further, the City agrees that the Property can be used for agriculture or agricultural related purposes after annexation.

10. **Roadway Improvements.** McCarty agrees to address the impacts of development of the Property on the roadway network as follows:

a. McCarty agrees to participate in a special assessment district or other similar funding mechanism for the improvement of Midway Road from 1-95 west to Okeechobee Road and to pay its fair share cost of such improvements.

b. McCarty agrees to pay its fair share costs for the improvements to McCarty Road.

c. If necessary, McCarty will dedicate additional right-of-way along McCarty Road.

11. **Payment of Public Facilities.** In addition to the amount due hereunder from McCarty for utilities set forth in paragraph 7 above, McCarty agrees to pay the City Six Hundred Thirty Six Thousand and no/100 Dollars ($636,000.00) as consideration to ensure that adequate public facilities (excluding water, wastewater and irrigation) exist to serve the Property and to provide concurrency for development of the Property pursuant to the proposed land use and potential development of up to Five Hundred Thirty (530) residential units. McCarty shall pay the foregoing amount to the City one (1) day prior to the date on which the City holds the public hearing for the second reading of the ordinance annexing the Property into the City (the "Annexation Ordinance"); provided, however, that title to said funds shall not vest in the City unless and until the Annexation Ordinance is approved by the City Council and the Annexation Ordinance becomes effective; provided, further, however, that in the event the Annexation Ordinance is challenged and a court of competent jurisdiction, or arbitration or mediation panel in a binding process, issues an order invalidating the Annexation Ordinance and/or the annexation of the Property, the City agrees to pay Six Hundred Thirty Six Thousand and no/100 Dollars ($636,000.00) to McCarty within ten (10) days following the date that such order becomes final and non-appealable.

12. **Time of the Essence.** The parties hereto covenant that time is of the essence and each party shall immediately commence all actions necessary to fulfill their respective obligations under this Agreement.

13. **Severability**. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional in any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

14. **Successors and Assigns**. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, heirs and personal representatives; provided, however, that references herein to McCarty shall mean and refer only to McCarty. The obligations of McCarty may be assigned in whole or part to one or more property owners associations and in such event, McCarty shall thereafter be relieved of future obligation for such assigned obligations hereunder.

15. **Attorneys' Fees**. Should any party to this Agreement bring an action against any other party to enforce any provision of this Agreement, the prevailing party in said action shall be entitled to recover its reasonable attorneys' fees and court costs in all trial and appellate proceedings.

16. **Recording**. The City shall record this Agreement with the Clerk of the Circuit Court for St. Lucie County within fourteen (14) days after the City executes the Agreement.

17. **Entire Agreement.** This Agreement contains and sets forth all of the promises, covenants, agreements, conditions and understandings between the parties with respect to the subject matter of the Agreement as of the date hereof.

18. **Headings**. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

19. **Governing Law**. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation between the parties related to this Agreement shall be St. Lucie County, Florida.

20. **Amendment**. This Agreement shall not be changed, modified or amended except by an instrument in writing and executed by all parties with the same formality and or equal dignity herewith.

21. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been given either (i) when delivered in person to the persons designated herein below for that purpose, (ii) upon delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth herein below; (iii) upon mailing by United States certified mail, return receipt requested, postage paid, to such address. Such notice shall be deemed received, when either (i) delivered in person to the agents designated herein below for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. Federal Express, Airborne) as evidenced by the sender's copy, addressed as set forth herein below, or (iii) three (3) days after deposited in the United States Mail, by

certified mail, postage prepaid, return receipt requested, addressed to the other party. The addresses of the parties are as follows:

McCarty:

McCarty Road, LLC
Attn:: George Kelly
1935 Commerce Lane
Jupiter, FL 33458-5858

With required copy to:

Ruden, McClosky, Smith, Schuster & Russell, P.A.
Attn: Johnathan A. Ferguson, Esquire
145 NW Central Park Plaza
Suite 200
Port St. Lucie, FL 34986

CITY:

City of Port St. Lucie
Attn: Donald B. Cooper, City Manager
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

With required copy to:

City of Port St. Lucie
Attn: Roger Orr, City Attorney
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

[Signature Pages to Follow]

Official Copy

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; McCarty signing by and through its duly authorized representative and the City through its City Council, signing by and through its Mayor, authorized to execute the same by City Council action on the 13th day of March, 2006.

CITY OF PORT ST. LUCIE

ATTEST:

Karen G. Phillips
City Clerk

By: Robert E Minsky
Robert E. Minsky, Mayor

Date: 4-19-06

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Roger Orr, City Attorney

McCarty Road, LLC, a
Florida limited liability company

By: _____
Print Name: _____
Its: Managing member

Date: 4/12/2006

Unofficial Copy

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 19th day of April, 2006, by Robert E. Minsky, as Mayor of the City of Port St. Lucie, a municipal corporation of the State of Florida, on behalf of the City of Port St. Lucie, Florida. He is personally known to me.

KAREN ANN PHILLIPS
MY COMMISSION # DD465239
EXPIRES: October 07, 2009
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Karen A. Phillips
Notary Public

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 12th day of April, 2006, by George T. Kelly IV as managing member of McCarty Road, LLC, a Florida limited liability company, on behalf of the McCarty Road, LLC. He/she is personally known to me or has produced _____ as identification.

Carolyn King
Commission #DD303217
Expires: Mar 24, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Carolyn King
Notary Public

UNOFFICIAL COPY

PSL:24135:1

EXHIBIT "A"
LEGAL DESCRIPTION
PID: 3309-323-0001-000-6

The South 1290.46 feet of the Southwest 1/4 lying South of PONY PINES UNIT 1, Section 9, Township 36 South, Range 39 East LESS the East 46 feet for canal right-of-way and LESS the West 98 feet for road and canal right-of-way, St. Lucie County, Florida.

Overall parcel contains 71.532 Acres, more or less.

Unofficial Copy

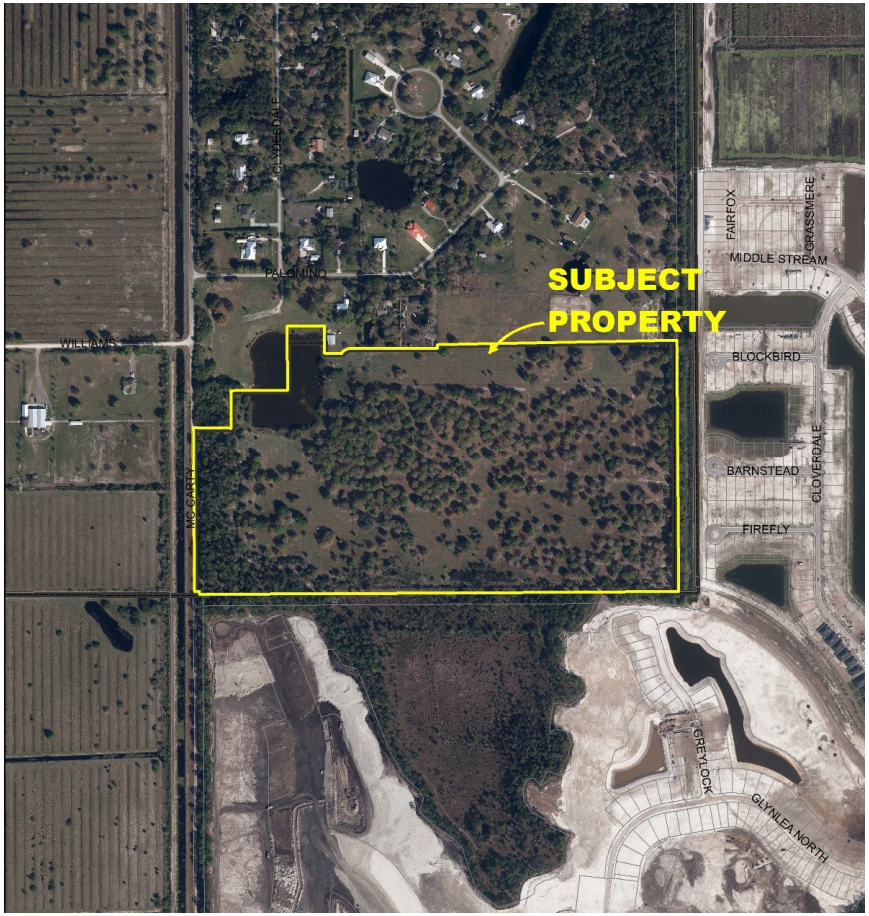
1st Amendment to McCarty Road, LLC, Annexation Agreement
P26-044

City Council Meeting
May 26, 2026

Request Summary

Owner:	McCarty Road, LLC
Applicant:	Lucido and Associates
Location:	The property is located east of McCarty Road and approximately 1.25 miles south of Midway Road
Request:	Amend the ordinance that adopted the future land use map amendment for McCarty Road.

Location Map



PORT ST. LUCIE
HEART OF THE TREASURE COAST

Project Background

- On March 13, 2006, the City Council adopted Ordinance 05-152 approving the annexation of 72 acres, more or less, of property located south of Midway, east of McCarty Road, immediately south of the Pony Pines subdivision and an annexation agreement for a project known as McCarty Road, LLC.
- On March 13, 2006, the City Council approved an annexation agreement between McCarty Road, LLC, and the City of Port St. Lucie.
- On June 13, 2006, the City Council adopted Ordinance 05-180 approving a large future land use map amendment for the property that changed the land use from St. Lucie County Agricultural 2.5 to City Medium Density Residential (RM).

New Applications

- McCarty Road, LLC, has applied for an amendment to the McCarty Road PUD (P24-179) that revises the project to single-family units, reduces the development intensity, and updates required transportation and infrastructure improvements and other changes.
- Primary access to the property is moved from McCarty Road to E/W 5 along the project's southern boundary via the extension of E/W 5 from its current terminus in Wylder west to the McCarty/Meadows property.
- The proposed changes require an amendment to the annexation agreement (P26-044). The original agreement anticipated access to the property via Midway Road to McCarty Road.

1st Amendment to Annexation Agreement

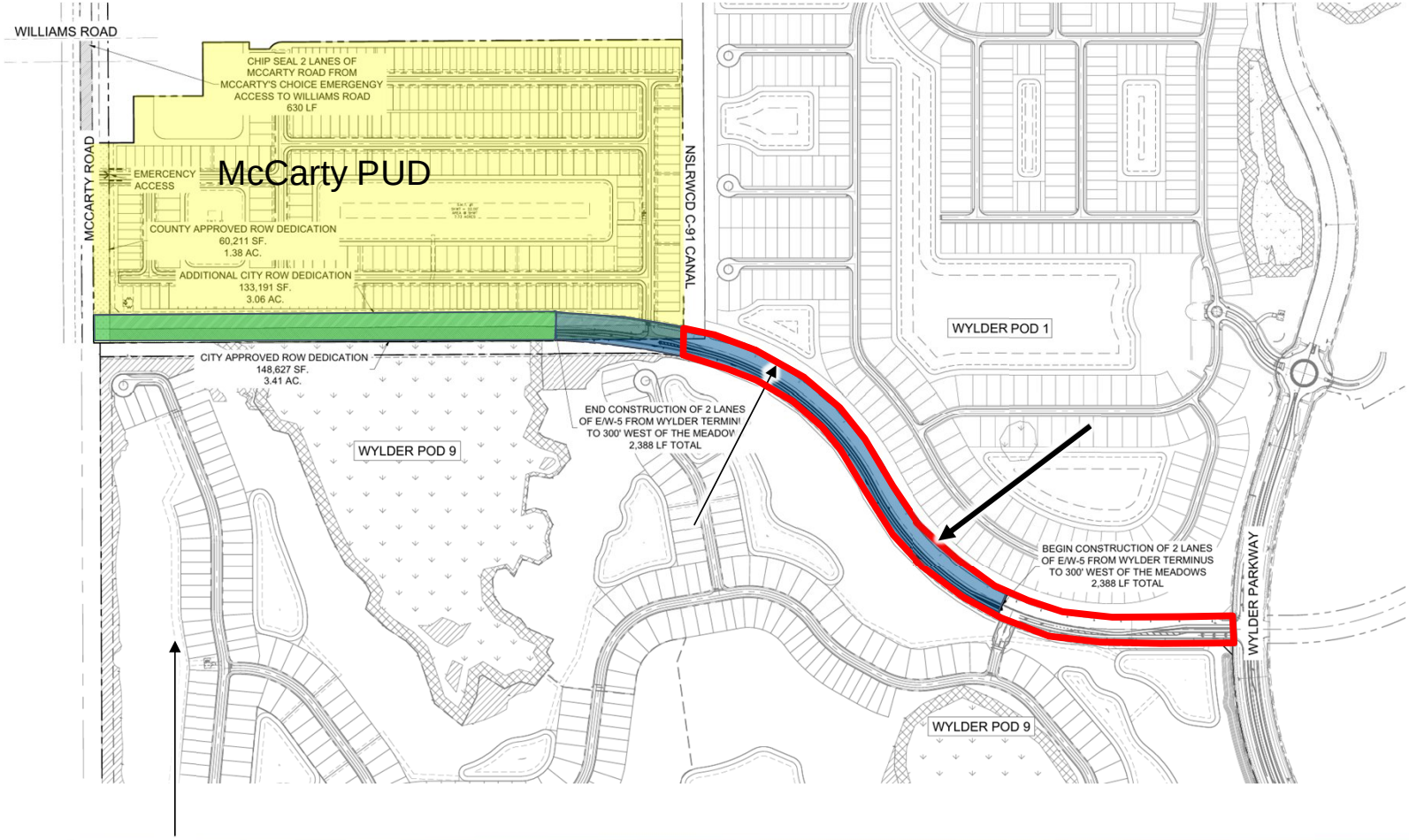
- The proposed changes update stormwater requirements, update roadway improvement requirements, and other changes.
- The proposed changes to the roadway requirements remove the requirement for the property owner to participate in a special assessment district or other similar funding mechanism for improvements to Midway Road.
- It replaces the requirement for funding of improvements to McCarty Road with other improvements.
- It provides for a payment of a fee for the development's impact on the city's park and recreation system.

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Updated Roadway Improvements

- Requires construction of two lanes of E/W 5 from its current terminus at Wylder Pod 9 to 300 feet west of The Meadows PUD entrance.
- Requires conveyance to the City of 120 feet of right-of-way along E/W 5 extending along the southern boundary of The Meadows PUD to McCarty Road.
- Requires construction of McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road south to the proposed secondary emergency access driveway for the Meadows PUD.
- Requires the conveyance to the County of 70 feet of right-of-way for McCarty Road.

Proposed Project



Staff Analysis

- The proposed amendment to the annexation agreement was finalized pursuant to the discussions with the applicant and county staff, as applicable.

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.

Agenda Summary

2026-448

Agenda Date: 5/26/2026 **Agenda Item No.:** 13.a

Placement: New Business

Action Requested: Discussion

Youth Council Update 2025-2026

Submitted By: Stephanie Vernot, Community Engagement Manger, Communications Department

Strategic Plan Link: The City's Goal of a Smart & Connected City.

Executive Summary (General Business): The City of Port St. Lucie Youth Council ("Youth Council") marked another successful year of leadership and community engagement.

Since December 2023, Youth Council has served as a fact-finding board, elevating the perspectives of local high school students and contributing to City initiatives. In 2025-26, thirty-nine (39) St. Lucie Public Schools students in grades 9-12 collaborated to make an impact. To strengthen participation, two (2) specialized committees were established: Naturally PSL and the Youth Recreation Committee. Both committees had a productive year and contributed significantly to community projects.

The Youth Recreation Committee partnered with the Special Events Department to host its first Outdoor Movie Night during the City's Fall Fun Fest. The event drew more than one hundred (100) residents and featured complimentary popcorn and water, along with a Spin to Win game that included "Hocus Pocus" trivia and City-related questions. Planning began last year, with members meeting to discuss movie options, event costs, food, layout and volunteer roles.

The Naturally PSL Committee received a $500 grant from the National Youth Leadership Council to support a service-learning project focused on environmental sustainability in a City green space. Four (4) members led the effort, meeting monthly in addition to regular Youth Council and committee meetings. On April 25, 2026, after conducting surveys and engaging with residents and volunteers, the group planted five (5) native trees and organized a community cleanup in a City- owned green space located in the Whispering Pines neighborhood. This event was in collaboration with Naturally PSL and the Parks and Recreation Department. More than thirty (30) participants, including students from six (6) local high schools, took part. Members also secured a $1,900 Love Your Block mini-grant, powered by the Bloomberg Center for Public Innovation at Johns Hopkins University, to install birdhouses, a bird bath, and a bench in a Whispering Pines neighborhood green space. Installation is scheduled for late June.

Beyond committee work, Youth Council members contributed input to community events including Fall Fun Fest, the Martin Luther King Jr. Celebration and several Love Your Block projects. They also volunteered at Arts & Ideas, PSLinLights, the City's 65th Anniversary Celebration, Citizen Summit and FAM Fest, where they engaged with residents, staffed booths and conducted surveys.

Applications for the 2026-27 Youth Council are now open. Students interested in leadership and community involvement are encouraged to apply and join this impactful program. This inclusive structure continues to foster collaboration and empower every member to contribute, engage and help shape the future of their community.

Presentation Information: 15-minute PowerPoint presentation, by Stephanie Vernot, Community Engagement Manager

Staff Recommendation: Request that the Council N/A

Background: N/A

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: N/A

Attachments: PowerPoint presentation which contains updates and information

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
N/A



PORT ST. LUCIE
HEART OF THE TREASURE COAST

Youth Council

Established 2023

PORT ST. LUCIE
HEART OF THE TREASURE COAST

MISSION

To provide youth with an understanding of the inner workings of municipal government while cultivating leadership skills and working towards the City's Strategic Plan through a youth perspective.



PORT ST. LUCIE
HEART OF THE TREASURE COAST

VISION

To be leaders amongst their peers, while amplifying the voices of the City's youth and finding opportunities for civic engagement and community service.



Accomplishments


Meetings with Council


Fall Fun Fest - Outdoor Movie Night



Big Summer Blowout



Volunteer survey-taking

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Community Engagement & Volunteer Impact

A total of **36** members volunteered, dedicating **710.84 hours** to engaging with residents and the community through various activities.

710.84



PORT ST. LUCIE
HEART OF THE TREASURE COAST

Community Engagement & Volunteer Impact



Conducting resident surveys

6

- Arts and Ideas
- PSLinLights
- FAM Jam
- Citizen Summit
- Love Your Block
- Martin Luther King Jr. celebration

Participation in City and community events

9

- National Night Out
- Arts and Ideas
- PSLinLights
- Citizen Summit
- FAM Jam
- St. Lucie Earth Day Festival
- Caring Community Clean-Up
- Love Your Block
- PSL 65 Anniversary Celebration

PORT ST. LUCIE
HEART OF THE TREASURE COAST

Community Engagement & Volunteer Impact

Florida League of Cities conferences

2

- Youth Summit
- Legislative Action Days



1003

Community Engagement & Volunteer Impact

Total volunteer hours also include participation in the **Youth Council Leadership Summit** in September, as well as all **Youth Council meetings** from October through April.

This number will continue to grow after this presentation, with **our additional events/meetings** scheduled in the next few weeks:

- **City Council Meeting**
- **Big Summer Blowout**
- **Juneteenth Celebration**
- **Final Youth Council meeting**
- **Love Your Block Bird Sanctuary Installation – Whispering Pines Green Space**

This dedicated effort helped strengthen community connections and foster civic engagement.



Florida League of Cities Youth Summit in Deland







Florida League of Cities Youth Summit in Deland





Youth Council Legislative Action Days 2026





Youth Council Meetings/ Subcommittees







PORT ST. LUCIE
HEART OF THE TREASURE COAST

Special Events & Engagement Opportunities

- Martin Luther King Jr. Celebration
- Big Summer Blowout
- Juneteenth
- Love Your Block/Naturally PSL



Tradition Preparatory High School Annual Student Symposium





PSLinLights







Citizen Summit

Subcommittee

NATURALLY PSL

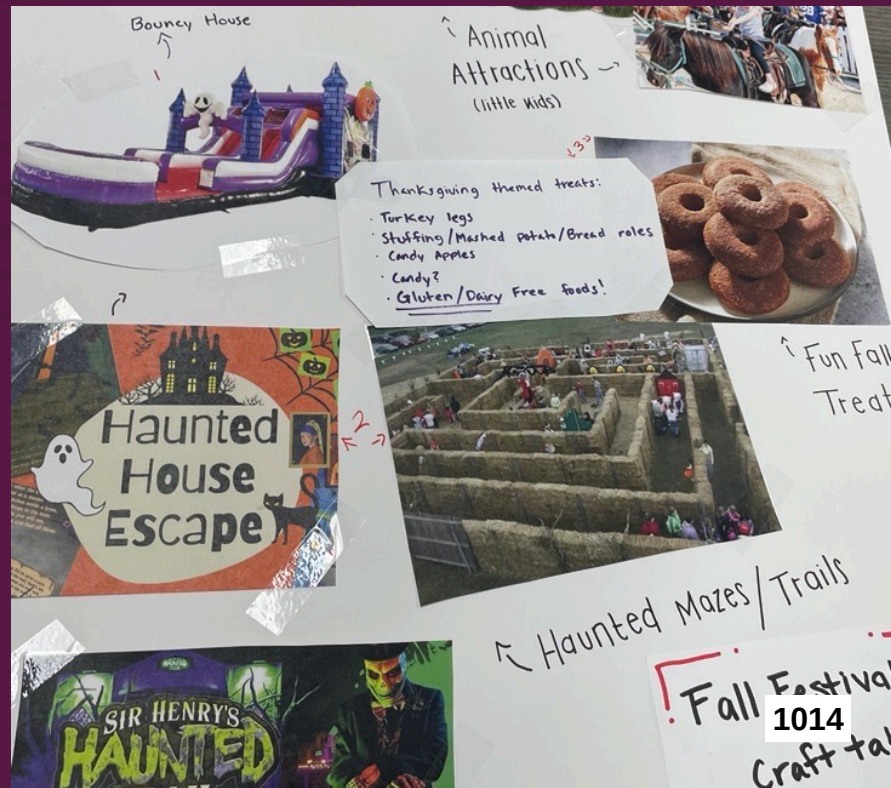
GREEN SPACES AND PLACES



Subcommittee
Youth Recreation







The Youth Council app is your information hub.

Sign up to volunteer at events or submit volunteer forms.

volunteer



PORT ST. LUCIE

HEART OF THE TREASURE COAST

YOUTH COUNCIL

Accepting applications

May 1-June 5

Who can join?

Students in grades 9-12 who reside in Port St. Lucie.

PORT ST. LUCIE

HEART OF THE TREASURE COAST

YOUTH COUNCIL

Why join Youth Council?

- ✓ *Learn about local government*
- ✓ *Earn community service hours*
- ✓ *Develop leadership skills*
- ✓ *Build public speaking and training opportunities*

PORT ST. LUCIE
HEART OF THE TREASURE COAST

YOUTH COUNCIL

Apply here!

Visit our website:

CityofPSL.com/YouthCouncil

Or scan the QR code.

1018

PORT ST. LUCIE
HEART OF THE TREASURE COAST



CONTACT

Stephanie Vernot
svernot@cityofpsl.com
772-265-2669

PORT ST. LUCIE
HEART OF THE TREASURE COAST
YOUTH COUNCIL

Thank You

121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

City of Port St. Lucie

Agenda Summary

2026-518

Agenda Date: 5/26/2026 **Agenda Item No.:** 13.b

Placement: New Business

Action Requested: Motion / Vote

Approve a Subaward Agreement with Johns Hopkins University to Support Continued Implementation of the Love Your Block Program in Port St. Lucie

Submitted By: Kate Parmelee, Deputy City Manager/Chief Innovation Officer

Strategic Plan Link: The City's Goal of a Smart & Connected City.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Johns Hopkins University
2. Parties: City of Port St. Lucie and Johns Hopkins University
3. Purpose: To enter into a Subaward Agreement ("Subagreement") between the Johns Hopkins University ("JHU") and the City of Port St. Lucie ("Subrecipient") under which Subrecipient shall perform the work defined below as the statement of work, to enable JHU to complete its obligations under its grant ("Prime Award") titled "2024-2026 LOVE YOUR BLOCK," ("Project") funded by the Bloomberg Philanthropies ("Prime Sponsor"). All terms and conditions of this Subagreement are subject to applicable law and regulations.
4. New/Renewal/Modified: Modified
5. Duration: 11/01/2025- 10/31/2026
6. Benefits to Port St. Lucie: The Love Your Block program will support the design and development of volunteer-fueled projects that address local public problems. This grant program focuses on supporting cities to partner with community groups and activate resident volunteers to repair, remediate, and improve their neighborhoods. The additional subgrant award will allow the city to complete its grant obligations in the final year of grant funding.
7. Cost to Port St. Lucie (Annual and Potential): Staffing has been funded directly by the Love Your Block grant. Additional staffing support has been budgeted in respective departments to supplement the grant where needed.

Presentation Information: Staff will be available to respond to any questions.

Staff Recommendation: Move that the Council authorize the City Manager to sign the Subagreement, indicating acceptance of the Subagreement.

Alternate Recommendations:

1. Move that the Council amend the recommendation and authorize the City Manager to sign the Subagreement, indicating acceptance of the Subagreement

2. Move that the Council provide direction.

Background: In 2025, the Bloomberg Center for Public Innovation (BCPI) at Johns Hopkins University announced that City of Port St. Lucie will receive a Love Your Block grant to fund resident-led, neighborhood revitalization projects. As one of 16 newly selected U.S. cities, Port St. Lucie joined the largest cohort in the history of the Love Your Block program - which reached nearly 50,000 community members who have improved nearly 4,000 public spaces - creating nearly 800 art displays, cleaning 102,000 square feet of graffiti, and removing 6.7 million pounds of trash in cities nationwide since its creation in 2009. The initial grant award of $100,000 over two years plus this additional $60,000 subaward is supporting resident-led revitalization efforts and funded a Love Your Block Fellow. The funding recognizes the City's commitment to engage volunteers in blight prevention and/or remediation activities such as housing repair and vacant lot transformation to revitalize neighborhoods. An additional fellow is providing additional capacity to this effort. In addition to funding, Port St. Lucie also received technical assistance and training from the Bloomberg Center for Public Innovation at Johns Hopkins team of civic engagement experts. Port St. Lucie residents were able to apply for mini-grants for neighborhood improvement projects through the Love Your Block program in 2025 and 2026. The 2024-2026 cohort of Love Your Block cities include Allentown, PA; Baltimore, MD; Charleston, SC; Columbia, MO; Dallas, TX; Durham, NC; Evanston, IL; Fall River, MA; Gary, IN; Little Rock, AR; Long Beach, CA; Louisville, KY; Reno, NV; Port St. Lucie, FL; Rapid City, SD; and San Bernardino, CA. For more information related to the Love Your Block program or the Bloomberg Center for Public Innovation at Johns Hopkins, visit publicinnovation.jhu.edu/loveyourblock

Issues/Analysis: N/A

Financial Information: Funding has been provided in accordance with the subaward agreements.

Special Consideration: N/A

Location of Project: The Love Your Block Program has been working in the Whispering Pines neighborhood. It is anticipated this program will serve as a model for other neighborhoods and will be replicated in other areas of the City moving forward, as a model for the City's renewed focus on Neighborhood Engagement as prioritized in the City's Strategic Plan and goal of a Engaged & Connected City.

Attachments: 1. Subaward Agreement

NOTE: All of the listed items in the "Attachment" section above are in the custody of the City Clerk. Any item(s) not provided in City Council packets are available upon request from the City Clerk.

Internal Reference Number: N/A

Legal Sufficiency Review:
Reviewed by Russell Ward, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

SUBAWARD AGREEMENT

This document constitutes the subaward agreement ("Subagreement") between the Johns Hopkins University ("JHU") and the City of Port St. Lucie ("Subrecipient") under which Subrecipient shall perform the work defined below as the statement of work, to enable JHU to complete its obligations under its grant ("Prime Award") titled "2024-2026 LOVE YOUR BLOCK," ("Project") funded by the Bloomberg Philanthropies ("Prime Sponsor"). All terms and conditions of this Subagreement are subject to applicable law and regulations.

1. STATEMENT OF WORK

1.1 Subrecipient's work shall conform to the statement of work, including the Love Your Block application, ("Statement of Work") approved by JHU attached and incorporated as **Exhibit A**.

1.2 Both parties shall mutually agree upon any change in the Statement of Work in writing, signed by authorized officials of both parties prior to the commencement of Subrecipient's performance under any such change.

2. PERIOD OF PERFORMANCE

This Subagreement is effective for the period **11/01/2025 through 10/31/2026** (the "Period of Performance"), which shall be extended only by mutual written agreement of the parties.

3. PRICE AND PAYMENT

3.1 This is a fixed price Subagreement. The total price for Period of Performance of this Subagreement is **$60,000** United States Dollars (USD).

3.2 Upon full execution of this Subagreement, JHU shall pay Subrecipient an advance payment in the amount of $60,000 USD which is expected to provide adequate funding through 10/31/2026.

3.3 JHU shall pay Subrecipient for its services adequately rendered and accepted on a work completed basis in accordance with the Milestone Payment Schedule set forth in **Exhibit B**. Invoices will not be paid until this Subagreement is fully executed by both parties.

3.4 All payments will be made upon receipt of an invoice in the format specified in **Exhibit C**, or Subrecipient's comparable format, which details the specific deliverable or work product accomplished as referenced in Exhibits A and B.

3.5 Invoices must be submitted in strict accordance with the schedule set out in Exhibit B to:

Sabrina Garrett
Center for Government Excellence and Public Innovation (GovEx)
The Johns Hopkins University
711 W. 40th St., Suite 400
Baltimore, MD 21211

Email: sgarret8@jh.edu

3.6 In addition, with each invoice, an authorized representative of the Subrecipient shall certify that required Deliverable(s) to date have been submitted, and expenditures reported (or payments requested) are for appropriate purposes and in accordance with Exhibits A and B.

4. KEY PERSONNEL

4.1 The Project Director and Technical Representative at JHU for this Subagreement is **Francisca Rojas** ("JHU PI"). JHU PI is not authorized to alter or amend this Subagreement. Futhermore, the JHU PI's written concurrence shall be required to alter or amend Subrecipient's Statement of Work and/or Budget, followed by a fully executed amendment.

4.2 The Project Director for Subrecipient shall be **Melissa Yunas** ("Subrecipient Project Director"). An authorized official of JHU must approve in writing any proposed change in the Project Director. Should JHU not give its approval, this Subagreement shall be terminated in the manner provided below in Section 14 (Termination).

5. REPORTS AND DELIVERABLES

5.1 Subrecipient shall submit all deliverables, work product and reports as specified in Exhibits A and B to JHU PI.

5.2 Failure by Subrecipient to submit any deliverable, work product, and/or report by its due date shall be considered just cause for JHU to withhold any payment until such deliverable, work product and/or report is received and accepted by JHU. JHU may also terminate this Subagreement in accordance with Section 14 (Termination), should Subrecipient fail to timely provide agreed upon deliverables, work product, and/or reports set forth in Exhibits A and B.

6. APPROVALS AND NOTICES

6.1 Subrecipient shall submit all notices and requests for approval, changes and administrative matters to:

Jennifer Hopkins
Johns Hopkins University Research Administration (JHURA)
The Johns Hopkins University
1101 E 33rd Street, C310
Baltimore, Maryland 21218
Phone: 667-208-8793
Email: jentren@jhu.edu

6.2 Subrecipient shall submit all notices and requests for approvals on financial matters to the individual designated in Section 3.5 above.

6.3 Notices regarding changes in the Statement of Work, Deliverable(s), Budget or Project Director,

and programmatic matters, including publication reviews, should be sent to JHU PI:

Francisca Rojas
Center for Government Excellence and Public Innovation (GovEx)
The Johns Hopkins University
711 W. 40th St., Suite 400
Baltimore, MD 21211
Email: franrojas@jhu.edu

With a copy to the contact provided in Section 3.5 for changes to the Budget, Statement of Work, and/or Project Director.

6.4 Subrecipient's authorized official for receiving notices of alterations or amendments to this Subagreement shall be:

Melissa Yunas
City of Port St. Lucie
121 SW Port St Lucie Blvd Building A
Port St. Lucie, FL 34984
Email: Myunas@cityofpsl.com

7. PUBLICITY AND USE OF NAME

7.1 Neither party shall use directly or by implication the names of the other party, nor any of the other party's affiliates or contractors, nor any abbreviations thereof, or of any staff member, faculty member, student, or employee of the other party in connection with any products, publicity, promotion, financing, advertising, or other public disclosure without the prior written permission of the other party. All requests for JHU approval shall be forwarded to the Office of Communications, http://hub.jhu.edu/media/contact/, with a copy to the JHU PI.

7.2 Subrecipient shall provide JHU a copy of any proposed Media Release or Donor Acknowledgment, each as defined below, for the purposes of obtaining the approval of Sponsor with respect to the content, timing and means of distribution of any such Media Release or Donor Acknowledgment prior to its distribution. Additionally, at Sponsor's and Prime Sponsor's request, Subrecipient shall reference Prime Sponsor in all Donor Acknowledgments. To the extent that Subrecipient provides Media Releases and/or Donor Acknowledgments to JHU for Sponsor approval, Subrecipient represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases and/or Donor Acknowledgments. For purposes of this Subagreement, "Media Release" shall mean any publication, advertising, speech, lecture, interview, press release, internet web page or other media venue of any kind that makes reference to the Prime Award or Project and "Donor Acknowledgments" shall mean each of its donor acknowledgements (print and digital) related to the Project, Subrecipient's other projects supported by Prime Sponsor and all other crediting of Subrecipient's organizational support. The parties intend that no such recognition constitutes, directly or indirectly, a more than incidental benefit.

8. PUBLICATIONS

8.1 Each party shall have the right to publish and disseminate information derived from the performance of work under this Subagreement.

8.2 Qualification for authorship shall be in keeping with generally accepted criteria. The order of authorship shall be a joint decision of the co-authors in any co-authored publication. Each author shall have participated sufficiently in the work to take public responsibility for the content.

8.3 Subrecipient shall provide JHU PI with a copy of any proposed publication for review and comment at least thirty (30) days prior to submission.

8.4 Publications shall carry appropriate acknowledgment of funding support by a statement such as the following:

> "This publication (journal article, etc.) was supported by a Subagreement from The Johns Hopkins University with funds provided by a grant from the Bloomberg Philanthropies. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of The Johns Hopkins University or the Bloomberg Philanthropies."

9. CONFIDENTIALITY

9.1 "Confidential Information" shall mean information designated as confidential under Florida law for the purposes of public record disclosure. Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing, marked confidential, and addressed to the other party within ten (10) days after disclosure.

9.2 Each party shall have the right to refuse to accept any Confidential Information proffered to it by the other party. If necessary, the parties will exchange Confidential Information only under the provisions set forth herein. The party who receives Confidential Information (the "Receiving Party") shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information of a similar nature, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and non-disclosure obligations in a form of an agreement reasonably acceptable to the party disclosing the Confidential Information (the "Disclosing Party").

9.3 Confidential Information shall not include any information disclosed to the Receiving Party that the Receiving Party can demonstrate (i) was previously in its possession, as shown by its pre-

existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available at a later date, through no fault of the Receiving Party, and only then after such later date; or (v) was independently developed without use of or reliance upon any Confidential Information by the Receiving Party, its employees, or consultants.

9.4 If the Receiving Party is required to disclose Confidential Information of the Disclosing Party by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, the Receiving Party shall give the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may seek a protective order or take other appropriate action, cooperate reasonably with Disclosing Party in connection with Disclosing Party's efforts to seek such relief, and thereafter to disclose only the minimum information required to be disclosed in order to comply.

9.5 Upon termination of this Subagreement or the Disclosing Party's request, Confidential Information shall be promptly returned to the Disclosing Party or destroyed, at the Disclosing Party's option, with such destruction confirmed in writing. The Receiving Party may retain one archival copy of such Confidential Information for purposes of fulfilling its obligations under this Subagreement and/or under the Prime Award, as applicable.

9.6 The obligations of confidentiality under this **Section 9** shall continue for a period of three (3) years following conclusion or early termination of this Subagreement.

9.7 Notwithstanding anything to the contrary set forth in the Agreement, JHU acknowledges Subrecipient's duties under Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes (2026), to provide public access to Subrecipient's records and to hold them open for personal inspection and copying by any person. JHU acknowledges that the parties are required to comply with Article 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, with regard to the Agreement and JHU affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time. Accordingly, the Subrecipient may release documents if, in its sole discretion, City determines such release is required by law.

9.8 To the extent applicable, JHU shall comply with Florida's Public Records Law, and as may be amended from time to time.

10. INTELLECTUAL PROPERTY

10.1 <u>Inventions and Patents.</u>

10.1.1 Subrecipient understands and acknowledges that JHU, through its employees, has knowledge, experience and expertise, which has been acquired over a substantial number of years prior to entering into this Subagreement ("JHU Background Intellectual Property"). JHU

shall retain all rights to such JHU Background Intellectual Property. Nothing in this Subagreement shall confer any right to Subrecipient to acquire by assignment or license, exclusive ownership or use of JHU Background Intellectual Property.

10.1.2 Subrecipient shall (i) retain title to any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by its faculty member(s) and/or employee(s) and/or student(s), provided, however, Subrecipient shall promptly notify the JHU Principal Investigator in writing of any such Inventions and Subrecipient hereby grants to JHU a non-exclusive, royalty-free, worldwide, perpetual license, to all of Subrecipient's rights in all media, now known or hereafter developed, to reproduce, distribute, publicly display, perform and create derivative works from all works developed by the Subrecipient as part of the Subagreement.

10.1.3 JHU shall retain ownership of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement solely by a JHU faculty member(s) and/or employee(s) and/or student(s).

10.1.4 Subrecipient and JHU shall be joint owners of any Inventions first conceived or actually reduced to practice in the performance of the work funded by this Subagreement jointly by faculty member(s) and/or employee(s) and/or student(s) of Subrecipient and JHU. For any jointly owned Inventions, JHU shall have the opportunity to preview and comment on all documents of record used in filing, prosecuting, and maintaining of any patent application and to participate in the selection of the patent attorney.

10.2 Copyrights.

10.2.1 Disposition of any copyrights or any copyrightable material created by Subrecipient in performance of the Statement of Work will be determined by the policy of the Subrecipient, subject to this **Section 10.2**.

10.2.2 Subrecipient shall provide copies of all copyrighted or copyrightable materials to the JHU PI. Subrecipient hereby grants to JHU an irrevocable, royalty-free, non-exclusive, worldwide right and perpetual license to all of Subrecipient's rights, in all media now known or hereafter developed, to distribute, use, copy, reproduce, create derivative works from, display, publish, perform, publicly display and sublicense any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subagreement for the purpose of education and research and/or to the extent required to meet JHU's obligations under its Prime Award.

10.3 Data. Subrecipient will own the data it generates under this Subagreement. Subrecipient hereby grants to JHU the right to receive copies of such data and to use such data for the purpose of education and research and/or to the extent required to meet JHU's obligations under its Prime Award.

11. EQUIPMENT

No Equipment shall be purchased using funds awarded under this Subagreement.

12. CHANGES

12.1 Funds awarded under this Award may only be used for the Project.

12.2 Subrecipient agrees to provide JHU with sufficient justification and supporting materials to support any requested change. All requests for approval required by this Section shall be submitted to the persons cited in Sections 3.5 and 6.1. Subrecipient may not issue any subawards under this Subagreement without the express prior written consent of JHU. Should lower tier subawards be approved by JHU, Subrecipient is solely responsible to comply with all of its obligations under this Subagreement and to ensure that the agreement to a lower tier subrecipient reflects all the requirements of this Subagreement and applicable law, the Prime Award, and any document referenced in any of these sources, as well as all other provisions necessary or prudent to effectuate such requirements and otherwise exercise appropriate monitoring of its lower tier subrecipients.

13. INSPECTION AND AUDIT

13.1 JHU, Sponsor and Prime Sponsor, or their assignee(s), reserve the right to inspect, upon reasonable advance notice and during normal business hours (except in the case of an emergency), Subrecipient's physical facilities, all aspects of the Statement of Work undertaken under this Subagreement, and all books, records, receipts, accounts, and other documentation of any kind pertaining to the Subagreement. Subrecipient agrees to provide copies of any and all such books, records, receipts, accounts, or other documentation to JHU, Sponsor or Prime Sponsor, or their assignee(s), in a timely fashion as reasonably requested by JHU, Sponsor or Prime Sponsor, or their assignee(s).

13.2 Subrecipient will keep all usual and proper records and books of accounts in accordance with Generally Accepted Accounting Principles (GAAP) relating to performance of the Statement of Work for a minimum period of three (3) years after the date of receipt of the final payment. During this period, JHU or an authorized representative shall have the right to audit, at its own expense, all books, receipts, accounts, records, and other documentation of funds received and costs and commitments incurred under this Subagreement. If an audit reveals a material discrepancy or error in reporting, Subrecipient will reimburse JHU upon request for the costs and expenses associated with such audit and will repay the unallowable costs.

14. TERMINATION

This Subagreement may be terminated by either party at any time upon thirty (30) days written notice to the other party; however, JHU may terminate on less than thirty (30) days' notice in the event such termination occurs pursuant to a notice of termination from the Sponsor to JHU. Upon such notification, Subrecipient shall proceed in an orderly fashion to limit or terminate any outstanding commitments, and to conclude the Project. Subrecipient shall submit a final financial report and/or progress report (if applicable) to JHU within forty-five (45) days of the effective date of termination. In the event that the Subagreement is terminated as a result of a breach by Subrecipient, non-cancellable expenses incurred by the Subrecipient in relation to the Project may be allowable, but only up to the date that Subrecipient receives the notice of the breach. If the Subagreement is terminated for any other reason, non-cancelable expenses incurred by the Subrecipient in relation to the Project through the date of termination may be allowable.

15. LIABILITIES AND LOSS

Subrecipient agrees to indemnify, protect, defend, and hold JHU, Sponsor, Prime Sponsor, their affiliates and related companies, and the employees, agents, officers, managers and directors of each ("Indemnified Parties"), harmless from and against any losses, costs, damages, claims or expenses, including reasonable attorneys' fees, arising out of or resulting from (i) Subrecipient's breach of this Subagreement, (ii) the negligence or willful misconduct of Subrecipient or any of its agents, subrecipients, contractors, sub-contractors or employees, and (iii) performance of the Project, or which otherwise arise by, through or under Subrecipient. Subrecipient agrees that any activities by JHU, Sponsor or Prime Sponsor in connection with the Project, such as its review or proposal of suggested modifications to the Project, will not modify or waive the Indemnified Party's rights under this Section 14. Subrecipient's obligations are limited to the extent permitted or precluded under applicable laws, including state governmental immunity acts or state constitution. Nothing in this Subagreement will constitute an express or implied waiver of Subrecipient's governmental or sovereign immunities, if any.

16. INSURANCE

Subrecipient represents that it carries sufficient insurance coverage to comply with the requirements of federal, state and local laws as well as its obligations under this Subagreement.

17. HUMAN SUBJECTS/ANIMAL RESEARCH COMPLIANCE

17.1 Protection of Human Subjects. Subrecipient agrees that no research involving the use of human subjects will be conducted under this Subagreement.

17.2 Vertebrate Animals. Subrecipient agrees that no research involving the use of vertebrate animals will be conducted under this Subagreement.

18. EXPORT CONTROLS

18.1 Each party to this Subagreement assumes responsibility for determining whether its performance is subject to, and in compliance with, U.S. export control and sanction program laws and regulations ("U.S. Export Controls"), including but not limited to the Export Administration Regulations (Department of Commerce), the International Traffic in Arms Regulations (Department of State), and the sanctions programs embodied in regulations administered by the Department of the Treasury's Office of Foreign Assets Control (OFAC). Each party shall be responsible for obtaining and/or invoking for its own organization any authorization needed from a cognizant, government authority, in order to ensure its performance under this Subagreement, including export/re-export or import licenses and exemptions/exceptions. The parties shall cooperate to promote one another's compliance with U.S. Export Controls, but any such cooperation, including notice, advice or other assistance, shall not be relied upon as one party's assumption of any portion of another party's independent legal responsibility to comply.

18.2 In the spirit of such cooperation, JHU anticipates that fulfillment of this Subagreement will not require Subrecipient to receive Controlled Items from JHU. In the context of this Subagreement,

Controlled Items are tangible or intangible items (e.g., commodities or technology) that are listed within U.S. Export Controls, such as the dual-use items found on the Commerce Control List (see 15 CFR 774), or the defense articles found on the U.S. Munitions List (see 22 CFR 121).

18.3 JHU further anticipates that fulfillment of this Subagreement will not require Subrecipient to enter into transactions or other activities that invoke one or more U.S. sanctions programs or embargoes. JHU and Subrecipient shall independently assume full responsibility for their own release of Controlled Items to, or controlled transactions with, a foreign country or its citizens.

18.4 If either party discovers that it cannot reasonably ensure its lawful performance of activities involving Controlled Items or sanctions programs or embargoes, whether anticipated or unanticipated, where such activities are required in order to fulfill its obligations under this Subagreement, then the parties will make a good-faith effort to contemplate feasible, alternative activities. If the parties cannot mutually agree upon such alternative activities, and if that renders either or both parties unable to fulfill their respective obligations under this Subagreement, then the Subagreement may be terminated or amended as covered by Section 14.

19. ANTI-TERRORIST COMPLIANCE

19.1 Subrecipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with these Executive Orders and laws.

19.2 Subrecipient hereby agrees that all funds, including Subawards to lower-tier Subrecipients, will be used in compliance with all applicable United States anti-terrorist financing and asset control laws, regulations, rules and executive orders.

19.3 This provision must be included in all subagreements issued under this Subagreement.

20. DISPUTES

Every effort shall be made to resolve any disputes arising in connection with this Subagreement in an amicable and informal manner. Failing to reach resolution, any dispute shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one arbitrator, appointed in accordance with said Rules. Any and all hearings shall be conducted in the English language at a location mutually agreed upon by the parties. Judgment upon the award rendered may be entered into any court having jurisdiction.

21. FORCE MAJEURE

Neither party will be responsible or liable to the other party for non-performance or delay in performance of any terms or conditions of this Subagreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of

God, acts of government, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

22. ORDER OF PRECEDENCE

Any inconsistency in this Subagreement shall be resolved by giving precedence in the following order:

22.1 The Subagreement;
22.2 Exhibit A, Statement of Work
22.3 Other documents, exhibits, and attachments.

23. ASSURANCES AND CERTIFICATIONS

23.1 General. Subrecipient represents and certifies that it has filed and will maintain all assurances or other documentation with the appropriate government agencies to the extent such assurances and documentation are required.

23.2 Debarment. Subrecipient certifies that neither Subrecipient nor any of its officers, employees, or agents performing any service under this Subagreement (including the Project Director) are presently or proposed to be debarred, suspended, declared ineligible or voluntarily excluded from participation in this transaction, under investigation for a crime or otherwise engaged in conduct for which a person can be debarred by any federal agency, and Subrecipient will immediately notify JHU upon any inquiry concerning commencement of any such proceeding concerning Subrecipient or such person referred to in this subparagraph.

23.3 Prohibited Uses. Subrecipient represents and warrants that it shall not use any part of the Subagreement funds or the income therefrom for any of the following purposes: (1) to fulfill any existing legally binding pledge of the Sponsor or Prime Sponsor or any other advisor to the account; (2) to provide any private benefit to the Prime Sponsor or any other advisor to the account, any family member thereof, any other person described in Section 4958(f)(7) of the Code with respect to the account, or to any individual who is not an appropriate beneficiary of the Subrecipient's charitable programs; (3) for lobbying, political contributions or to support political campaigns; or (4) for any other purpose other than one specified in Section 170(c)(2)(B) of the internal revenue Code. Subrecipient further represents and warrants that it does not and will not knowingly provide financial support or other resources to any individual or entity to further unlawful acts including acts of violence or terrorism, and Subrecipient is in compliance with all laws, statutes, and regulations restricting U.S. persons from dealing with any individuals, entities, groups, or countries subject to Office of Foreign Assets Control sanctions. Subrecipient will not provide any tax substantiation letter to JHU, Sponsor or Prime Sponsor or any other advisor to the account in connection with this Subagreement.

23.4 Equal Opportunity. Prime Sponsor gives high priority to the realization of equality of opportunity

for all members of society. Prime Sponsor works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is Prime Sponsor's and Sponsor's expectation that Subrecipient will take appropriate steps to ensure equal employment opportunities to the fullest extent allowable under applicable law and will not discriminate on the basis of race, color, religion, age, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other category of protected class or category as defined by any applicable law. Further, Subrecipient represents and warrants that it has established and shall maintain appropriate policies and procedures for training staff and receiving and addressing complaints regarding discrimination, harassment, retaliation, and other forms of workplace misconduct.

23.5 Changes. Subrecipient agrees to notify JHU promptly if there is any change of status in any of the above assurances and certifications.

24. RESEARCH MISCONDUCT

24.1 Subrecipient must maintain, and effectively communicate to its personnel, written policies and procedures for inquiring into, investigating, and addressing allegations of research misconduct. Research misconduct means the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.

24.2 If Subrecipient initiates a research misconduct investigation, it must notify JHU's research integrity officer within five (5) business days. Where research misconduct has affected data validity or reliability, JHU may require the Subrecipient and its collaborator authors to submit a correction or retraction of the data to a journal, publish the corrected data, or both. If Subrecipient does not comply with this requirement, JHU may invoke its rights to access the data (including copyrightable material developed under the Subagreement), have the data reviewed, and submit the correction.

25. MISCELLANEOUS

25.1 Neither party may assign or transfer this Subagreement, in whole or in part, without the written consent of an authorized representative of the other party. Any attempt to assign without prior written consent is void.

25.2 The relationship of the parties is that of independent contractors and they are not agents, employees, partners, or joint venturers of one another. No party has the authority to bind any other party in contract or to incur any debts or obligations on behalf of any other party, and no party (including any employee or other representative of a party with responsibility for program matters) shall take any action that attempts or purports to bind any other party in contract or to incur any debts or obligations on behalf of any other party, without the affected party's authorized representative's prior written approval.

25.3 Subrecipient certifies and represents that the Statement of Work shall be performed in a professional and workmanlike manner and that any Deliverable shall be original to Subrecipient

and will not infringe on any copyright held by any third party.

25.4 The Section headings appearing in this Subagreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope of intent of the Section to which they appertain.

25.5 If any provision of this Subagreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Subagreement which can be given effect without the invalid provision, and to this end the provisions of this Subagreement are declared to be severable.

25.6 No waiver of any term or provision of this Subagreement whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term or provision, or of any other term or provision, of this Subagreement.

25.7 This Subagreement and Exhibits contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Subagreement shall be valid or binding; and this Subagreement may not be enlarged, modified, or altered except in writing signed by an authorized representative of the parties

25.8 This Subagreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together shall constitute one and the same agreement.

26. TAX STATUS

Subrecipient shall notify JHU within five (5) business days after learning of a change in the Subrecipient's tax status.

[SIGNATURE PAGE FOLLOWS]

Please indicate acceptance of this Subagreement by having a duly authorized official sign this document.

ACCEPTED FOR:

THE JOHNS HOPKINS UNIVERSITY	**CITY OF PORT ST. LUCIE**
_____	_____
Jennifer Hopkins Assistant Director JHU Research Administration (JHURA)	Name: Title:
DATE: _____	Date: _____

Attached Exhibits

Exhibit A – Statement of Work
Exhibit B – Milestone Payment Schedule
Exhibit C – Sample Fixed Price Invoice

JOHNS HOPKINS UNIVERSITY | BLOOMBERG Center for Public Innovation

Love Your Block

Statement of Work

Overview

The primary purpose of this project is the design and implementation of Love Your Block, an impact volunteering grant program supporting volunteer-fueled projects that address local public problems. This grant program focuses on supporting cities to partner with community groups and activate resident volunteers to repair, remediate, and address blight in their neighborhoods.

The cash award of $60,000 for 1 year supplemental staff efforts in accordance with this Agreement. The funding recognizes the City's commitment to engage volunteers in blight prevention and/or remediation activities such as housing repair and vacant lot transformation to revitalize low-income neighborhoods. The City and City Lead (as hereinafter defined) shall work fully and cooperatively with the Johns Hopkins University Bloomberg Center for Public Innovation (BCPI) and its strategic partners to achieve the goals of the Program.

JOHNS HOPKINS UNIVERSITY | BLOOMBERG Center for Public Innovation

Love Your Block 2.5 Milestone Payment Schedule

Prepared December 2025

Period of Performance

The period of performance is November 1, 2025-October 31, 2026.

Payment Schedule

JHU will provide the City with $60,000 in Grant Funds. Grant Funds will be disbursed in one payment, as follows:

Payment 1	$60,000	Upon execution of agreement

Exhibit C
Sample Fixed Price Invoice

Subrecipient shall submit invoices, stated in U.S. dollars, to JHU in accordance with this sample invoice. All invoices must: (i) be sequentially numbered; (ii) indicate the date(s) of performance by the Subrecipient; (iii) state the JHU Purchase Order number, the title of the project, and the name of the JHU Principal Investigator; and (iv) include the Subrecipient's certification that the invoice is just and correct, and that payment for this work has not yet been received; and (v) upon submission of final invoice, state specifically that all of Subrecipient's work for this project has been successfully completed.

Johns Hopkins University

Remit payment to:

Subrecipient:		Bank Name:	Foreign only
Subrecipient Address 1:		Bank Address:	
Subrecipient Address 2:		Routing/ABA #:	
Contact Person:		Account #:	
Contact Person E-mail:		SWIFT Code:	

JHU's P.I.:
Subrecipient's P.I.:
Purchase Order number:

Date of invoice:
Invoice number:

Project title:
Current billing period:
Amount due this invoice:

Description of milestone achieved:

Milestone payment due:

Subagreement Value	Funds Received to Date	Current Invoice Total	Total Cumulative Invoiced	Remaining Subagreement Balance

If receipts are in a foreign language, English translation must be attached.

By signing this invoice, I certify to the best of my knowledge and belief that it is true, complete, and accurate, and the expenditure are for the purposes and objectives set forth in the terms and conditions of this Subaward . I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

_____

Subrecipient Authorized Signature Date

_____

JHU Principal Investigator Signature of Approval Date

With submission of final invoice (90 days after Subagreement termination date), Subrecipient must additionally certify to the following:

"All requirements and deliverables set forth in this Subagreement have been met and Subrecipient's scope of work has been successfully completed."

Subrecipient Authorized Signature Date

Form Name:	Love Your Block
Submission Time:	December 4, 2023 7:32 pm
Browser:	Chrome 119.0.0.0 / Windows
IP Address:	66.203.141.2
Unique ID:	1170890294
Location:	27.1605, -80.2925

Section 1/7

City	Port St. Lucie
State	Florida
First Name	Kate
Last Name	Parmelee
Your Title	Deputy City Manager for Strategic Initiatives & Innovation
How long you have been in your role?	Over 6 years in a variation of current role, recently promoted to Deputy City Manager.
Your work email	KParmelee@cityofpsl.com
Your work phone number	(772) 281-9986
Your physical mailing address	121 SW Port St. Lucie Blvd.
The name and title of your direct supervisor	Jesus Merejo, City Manager
The city's EIN number	59-6141662
Will you lead the proposed project?	No
What is the name and job title of the person who will lead the proposed project?	Carmen Capezzuto, Neighborhood Services Director
How long have they been in their role?	6 years
What is the name and title of their direct supervisor?	Kristina Ciuperger, Deputy City Manager
How involved were they in informing the content of this grant application?	Supervises team that helped write components of the application and participated in interdepartmental calls to finalize project scope.

Section 2/7

1. Please tell us about the public problem the eligible organization hopes to alleviate or solve with the proposed project. Specifically include the scale of the problem, who is impacted, and how. Please provide quantitative and qualitative data to describe the scale of the problem and the impact of this issue.

The City of Port St. Lucie, Florida, has grown from less than 300 people in 1961 to nearly 240,000 in 2023. Many people move to the community because of the hometown feel that still exists, even though Port St. Lucie is the 6th largest city in Florida. According to the City's most recent annual National Community SurveyTM, residents find Port St. Lucie overall a desirable place to live. However, growth is creating livability challenges in some older neighborhoods. As the City races to keep pace with the needs of new residents, established areas have begun to show signs of blight and deterioration particularly in comparison to the newly constructed areas of western Port St. Lucie.

Exponential growth in new, master planned communities and economic jobs corridors has cast a shadow on already built-out places in Port St. Lucie. These long-settled areas include older housing stock, aging infrastructure, and fewer amenities. A lack of public and private investment in these neighborhoods has created conditions where people felt less connected to where they live. With rising apathy has come blight, which could contribute to increased crime and other social problems.

In 2017, the City launched its Neighborhood Improvement & Community Engagement (NICE) Program to help strengthen the fabric of Port St. Lucie, neighborhood by neighborhood. Planning exercises were conducted across the community to identify resident concerns, discuss issues, and resolve conflicts. The NICE Program is working with residents to improve quality of life, including efforts to prevent litter, enforce codes, and deter crime.

Love Your Block funds will specifically focus on the disadvantaged Whispering Pines neighborhood. This area is located in Census Tracts 3821.15 and 3821.29. Whispering Pines is home to a substantial minority population (63.6% in Census Tract 3821.15 and 45.1% in Census Tract 3821.29), including significant numbers of Black and Hispanic residents. Exactly 17.6% and 28.0% of residents in Census Tracts 3821.15 and 3821.29, respectively, are foreign-born and a language other than English is spoken by 31.8% of the area's population. The U.S. Census Bureau reports a poverty rate of 8.7% in Census Tract 3821.15 and 13.9% in 3821.29, compared to 8.3% across all of Port St. Lucie. The median household incomes in Census Tract 3821.15 is $48,577, ~42% less than the national level ($69,021).

Quality of life in the Whispering Pines neighborhood is consistently rated lower by area residents participating in the City's annual National Community SurveyTM compared to other areas. Love Your Block funding and support will help Port St. Lucie improve quality of life in one of the older areas of the city. The proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement. Mini-grants to area non-profits and other stakeholders will support beautification projects in Whispering Pines.

2. Please describe the eligible organization’s commitment to addressing this problem and why it is a priority. Describe how the mayor or city chief executive has prioritized this problem. If relevant also, describe what has already been done to address this problem.	Revitalization of older neighborhoods like Whispering Pines is a community priority, with strong support from newly reelected Mayor Shannon Martin and the Port St. Lucie City Council. The City's Strategic Plan prioritizes the goals of a Safe, Clean and Beautiful City and Vibrant Neighborhoods along with increased community engagement. Programs and projects that support these goals are prioritized in the City's budget and the work of the City team overseen by City Manager Jesus Merejo. Prior work on this issue includes the formation of Keep Port St. Lucie Beautiful (KPSLB) in 2001 with a focus on the Adopt a Street program and improving quality of life through education, beautification, and litter control. KPSLB has engaged thousands of volunteers in community cleanup activities. Port St. Lucie's NICE Program was initiated by the City Council in 2017 with the creation of the Neighborhood Services Department. The initiative brought together code enforcement tools, housing resources, and other community programs to work collectively to improve neighborhood conditions. The NICE Program has launched neighborhood improvement projects like signage, decorative utility box wraps, street furniture, and small-scale green space improvements. The program's initial investment came from recycling revenues generated by rebates from a waste disposal agreement negotiated by the City. This innovative funding leveraged with other grant dollars has been recognized nationally by Neighborhoods, USA multiple times. A key component of this multi-pronged approach is the incorporation of resident education and engagement at meetings, trainings, the City University Program, and the popular Neighborhood Socials. The Communications Department and City Manager's Office Strategic Initiatives & Innovation are also focusing on increasing community engagement citywide and in the City's strategic plan through the National Community SurveyTM and the nationally-award winning Citizen Summit, recently incorporating Citizen Summit pop up engagement efforts at NICE Neighborhood Socials. The City is collectively working to deepen engagement efforts, dubbed "Citizen Summit 2.0" and "NICE 2.0", and seeks to foster the development of co-creators in the city's residents and expand NICE offerings to include proposed Neighborhood Mini-Grants to area non-profits and other stakeholders in support of beautification projects.
3. Please provide a brief description of your proposed project. In a few sentences, share your project’s elevator pitch.	Love Your Block resources will help Port St. Lucie build on the success of its innovative community engagement efforts and its NICE Program, incorporate and strengthen the volunteer mobilization of Keep Port St. Lucie Beautiful and deepen community understanding and co-creation. The focus of this new phase will be awarding Neighborhood Mini-Grants to area non-profits and other stakeholders in support of local beautification projects (e.g., art installations, park cleanups, tree plantings, etc.).

Section 3/7

4. How will volunteers be engaged in the project? How many volunteers do you expect to engage? Please describe what activities volunteers will take on and the volunteering frequency.

The City will undertake numerous approaches to engage Whispering Pines neighbors in volunteer project activities, including:

1) Neighborhood Leadership Day - Upon project launch, Port St. Lucie will organize and host a Neighborhood Leadership Day to bring residents together. City officials will co-create project goals with residents and discuss ways to attract youths, seniors, low-income household members, minorities, persons with disabilities, and other stakeholders into the process. This event will invite community leaders to share ideas on how best to engage area non-profits and residents in local revitalization activities. This feedback will lay the foundation of all volunteer recruitment efforts. The City will provide direct outreach and invitation to residents who have participated in City University, attended the Citizen Summit and/or attended NICE neighborhood events that live within the project area.

2) Neighborhood Ambassadors - The project team will identify key community leaders to serve as Whispering Pines Neighborhood Ambassadors. These individuals will directly engage with residents to support Neighborhood Mini-Grant-funded activities. Neighborhood Ambassadors will be responsible for building separate volunteer teams. Approximately 5 Neighborhood Ambassadors will be named for the project to lead 5 volunteer teams.

3) Volunteer Teams - Volunteer teams will be built to help implement projects supported with Neighborhood Mini-Grant dollars. These groups, led by a Neighborhood Ambassador, will include broad representation from within the Whispering Pines community. Approximately 10-12 volunteer team members will participate in the project on each ambassador led team.

Volunteer project activities, supported with mini-grant resources, may include public art installations, park cleanups, tree plantings, crime prevention endeavors, and other revitalization efforts. Neighborhood Mini-Grants will begin to be awarded in late Year 1 of the project period. Approximately 4-5 projects will be supported with Love Your Block funding.

5. How will you recruit volunteers who are from and/or currently live in the impacted communities and who are representative (e.g., gender, race, age, different-ability) of the area of focus?	Port St. Lucie's NICE program includes a network of 4,000+ residents. The project team will conduct outreach with this group of stakeholders to gather interest in community revitalization activities within the Whispering Pines neighborhood. In addition, the City's Communications Department will promote volunteer opportunities to 80,000+ people who have signed up to receive information through regular municipal communication channels (e.g., social media, email, newsletters). Keep Port St. Lucie Beautiful will provide outreach to the thousands of residents who have previously participated in community cleanups. Partnering organizations (including CSC...) and other stakeholders will also help to share project volunteer information with their constituencies. Pending grant confirmation, the opportunity will also be announced at the #IAMPSL Citizen Summit scheduled for February 3, 2024 at the Community Center which is expected to attract 1,000 residents. NICE Program staff will recruit residents to participate at the Vibrant Neighborhoods booth. The project will kick-off with a Neighborhood Leadership Day, to occur within the disadvantaged Whispering Pines area. This event will be organized to share information on the Neighborhood Mini-Grant initiative, as well as gather input on ways to boost volunteer recruitment. Area non-profits will be invited to submit mini-grant applications describing their project proposals and outlining ways that they will encourage residents to participate in their revitalization efforts. Approximately 5 Neighborhood Ambassadors will be named to lead volunteer recruitment efforts in the Whispering Pines area. These individuals will be responsible for building volunteer teams of 10-12 residents. Neighborhood Ambassadors will ensure broad representation among volunteer team members, including youths, seniors, low-income household members, minorities, persons with disabilities, and other stakeholders.
6. Who will act as the executive sponsor (e.g., chief of staff, deputy mayor, deputy chief of staff) of this project within the mayor's office and ensure the project has executive support?	Kate Parmelee, Deputy City Manager for Strategic Initiatives and Innovation within Port St. Lucie's City Manager's office, will serve as a liaison between municipal department staff, Mayor Shannon Martin, and the City Council. She will provide oversight of project activities and provide direct reports to the Mayor and City Council on Love Your Block activities in coordination with Brandon Dolan, Executive Assistant to Mayor Martin.

7. What role will the mayor or city chief executive play during the design, implementation, and celebration of the project?	Mayor Shannon Martin will help to launch the project at the Neighborhood Leadership Day upon grant award. She will directly engage with area non-profits, residents, and other stakeholders in Neighborhood Mini-Grant application criteria development, volunteer recruitment efforts, local revitalization activities, and celebrations of completed projects. Mayor Martin will also communicate broadly with community members about Love Your Block activities at Town Hall meetings, during monthly coffee talks, and on Port St. Lucie's new podcast .
8. When would the project launch?	Upon grant award, Port St. Lucie will immediately hire a Love Your Block Fellow, recruit an AmeriCorps VISTA member, and begin to plan the proposed Neighborhood Leadership Day. That event will occur 2 months after kick-off. Mini-grant application criteria will be developed within 3 months of the project's start. Revitalization project funding will begin to be distributed to area non-profits and other stakeholders in late Year 1. Volunteer activities will occur during Months 9-24 of the project.

9. Which city departments/agencies will be involved in the project? What will their roles be throughout the project?

City departments leading Love Your Block efforts include:

- Neighborhood Services, NICE Program - The Neighborhood Services Department will serve as the lead agency for neighborhood engagement and project mobilization. The Love Your Block Fellow and AmeriCorps VISTA member will be supervised by the Neighborhood Services team. This department will be responsible for organizing and hosting the Neighborhood Leadership Day, identifying and coordinating Neighborhood Ambassadors, developing the Neighborhood Mini-Grant application criteria, overseeing volunteer recruitment efforts in partnership with Keep Port St. Lucie Beautiful, managing local revitalization activities, and celebrating success.

- City Manager's Office, Strategic Initiatives and Innovation - The Strategic Initiatives & Innovation Team will provide project oversight, serve as a liaison between City staff, Mayor Shannon Martin, and the City Council and will assist in developing program metrics and outcomes. The team will also integrate the lessons learned into the citywide innovation program and expanded Citizen Summit 2.0 program to expand innovative community techniques piloted through the Love Your Block program.

- Communications, Engagement Team and Outreach - The City's Communications Department will lead outreach efforts in the community. The Communications team will develop promotional materials and share information through social media, the web site, newsletters, and other messaging tools.

- Parks & Recreation, Special Events and Volunteerism - Parks & Recreation Department staff will cooperate on all activities located at Whispering Pines park. This team will help to coordinate volunteers in park cleanup and development efforts.

- Solid Waste, Keep Port St. Lucie Beautiful (KPSLB) - The Office of Solid Waste staff oversee KPSLB, a subsidiary of Keep America Beautiful that works to engage individuals to take greater responsibility for improving their community environments. KPSLB will also help to engage volunteers and support any public-private partnerships. KPSLB has historic engagement and education through their adopt-a-street and litter eradication programs.

- Human Resources, Volunteerism - Port St. Lucie's Human Resources Department is experienced in coordinating with other municipal agencies on projects involving volunteers. Human Resources staff will ensure that volunteer activities are appropriate and comply with all appropriate regulations. The Human Resources Department will also be involved in recruiting an AmeriCorps VISTA member and hiring a Love Your Block Fellow.

Other Port St. Lucie departments will also participate on an as-needed basis to support special outreach and revitalization activities.

10. Which community partners will be involved in this project? What will their roles be throughout the project? For example: nonprofits, community based organizations, businesses, schools, churches, colleges/universities, hospitals, corporate partners and other interested community partners.

The following community partners have committed to participate in the project:

• St. Lucie County Community Services Department - This St. Lucie County agency provides assistance to residents to improve quality of life through information, resources and services. Department staff will support the Love Your Block project with outreach activities across the region.
• Boys and Girls Club of St. Lucie County - The Boys & Girls Clubs of St. Lucie County is at the forefront of youth development, working with children from disadvantaged economic, social, and family circumstances. This area non-profit will work with the project team to recruit volunteers and participate in neighborhood revitalization activities. The organization will also conduct Mobile Club pop-up programming (e.g., games, crafts, tutoring) within the Whispering Pines neighborhood during organized volunteer events.
• St. Lucie Public Schools - Children within the Whispering Pines neighborhood attend Allapattah Flats K-8 School, Oak Hammock K-8 School, St. Lucie West K-8 School, West Gate K-8 School, and Treasure Coast High School. St. Lucie County Schools, the district that operates these public primary and secondary schools, will encourage its students to participate in the Love Your Block project and support volunteer recruitment.
• Healthy St. Lucie - The Healthy St. Lucie coalition, led by the Florida Department of Health in St. Lucie County, brings together diverse organizations and individuals to identify solutions for barriers to being healthy. The organization will support project activities that enable Whispering Pines residents to recreate and exercise outdoors.
• Council of Social Agencies - Representing a group of more than 300 human service providers, the Council of Social Agencies' members provide support to disadvantaged residents in the region. The organization will work with Port St. Lucie to engage low-income and minority populations in Love Your Block activities.
• Children's Services Council (CSC) of St. Lucie County - The mission of the Children's Services Council and the reason for its existence is to improve the quality of life for all children in St. Lucie County. CSC will help in recruiting volunteers, particularly among low-income and minority populations.
• Windmill Point One POA, Inc. The property owner association supports Port St. Lucie's Whispering Pines neighborhood beautification project because they would like to make their common ground more appealing, but their funds have not allowed up to support our visions, they would appreciate assistance in making this happen to help boost their communities image in hopes the residents will follow. Windmill Point One POA, Inc. is prepared to serve as a project partner during implementation of the project. This participation will include help in recruiting volunteers, particularly among low-income and minority populations.

Section 4/7

11. What result(s) do you expect to achieve through Love Your Block? For example: number of volunteers engaged, volunteer hours, community projects completed, pounds of trash removed, square feet of graffiti removed, trees planted, and community partners engaged.

Port St. Lucie will use Love Your Block resources to improve quality of life within the Whispering Pines neighborhood with volunteer-led revitalization projects. Neighborhood Mini-Grants will support area non-profits and other stakeholders who seek to remove blight and improve living conditions in the disadvantaged area. Projects may include public art installations, park cleanups, tree plantings, crime prevention endeavors, and other revitalization efforts. Approximately 4-5 projects will be supported with Love Your Block funding.

Bloomberg Center for Public Innovation investment will also produce the following results:

• Improved civic engagement - The project will involve opportunities for volunteers to support local revitalization efforts. Approximately 5 Neighborhood Ambassadors will be identified to recruit and manage residents for Neighborhood Mini-Grant-funded efforts. Volunteer teams (approximately 50-60 total members) will implement projects supported with Love Your Block dollars. An estimated 1,000-1,200 volunteer hours will be dedicated to improving the Whispering Pines neighborhood.
• Increased neighborhood pride - Removing blight and addressing neighborhood neglect will help to build a sense of pride among Whispering Pines residents.
• Raised NICE and City Program awareness - The project will help to raise awareness of broader NICE and City Program activities and the development of committed volunteers to advance these efforts moving forward.

12. How will you measure the impact of Love Your Block? Please identify up to five (5) measures the mayor and other key executives (e.g., council members, chief of staff, etc.), as well as engaged residents and community partners will receive to show the impact of the project on the stated public challenge.

The main measures that will show the Love Your Block project's impact are:

• Number of Neighborhood Mini-Grant applications - A process will be developed for area non-profits and other stakeholders to apply for Love Your Block funding in support of Whispering Pines revitalization projects. Port St. Lucie will measure how many applicants pursue mini-grant funding.
• Volunteer participation - The project is intended to grow civic engagement in the Whispering Pines neighborhood. Residents will have opportunities to serve as Neighborhood Ambassadors or participate in volunteer teams. Volunteer activities may include public art installations, park cleanups, tree plantings, crime prevention endeavors, and other revitalization efforts. The City will measure the number of people who volunteer, as well as count the total number of volunteer hours.
• Increased resident satisfaction - Every year, Port St. Lucie questions residents through the City's National Community SurveyTM on issues related to "Neighborliness," "Quality of Life," and "Opportunities for Engagement." Following grant award, the National Community SurveyTM will measure improved resident attitudes in the Whispering Pines neighborhood and that area of the city, and pre-and post-surveys will be conducted with neighborhood volunteers in the program.
• Neighborhood crime statistics will be analyzed by the Port St. Lucie Police department and Code Enforcement data will be analyzed to determine program impact.

13. How will you track metrics for the project (e.g., dashboard, bi-weekly status meeting, etc.)? You may provide examples of how the city has tracked similar project-related metrics.

Port St. Lucie uses the online National Community SurveyTM system to get a representative picture of residents' needs and perspectives. This survey tool, developed by the National Research Center at Polco, helps the City to effectively engage residents, measure performance, and make evidence-based decisions. The National Community SurveyTM is the gold standard in community assessments.

Project metrics will be tracked internally as well as published for public consumption. Residents will be able to follow project progress on the City's web site and in the City Manager's bi-weekly report. Metrics will also be published on the City's online dashboard for the City's Strategic Plan (https://www.cityofpsl.com/government/mayor-city-council/strategic-plan) under Goal 2: Vibrant Neighborhoods (https://dashboards.mysidewalk.com/2023-port-st-lucie-performance-dashboard-93226bb4b896/vibrant-neighborhoods).

Lastly, the NICE Program recently developed a "Neighborhood Resources Guide" (https://joom.ag/VbCd) about organizing within neighborhoods as a complement to the "City's New Resident Welcome Guide" (https://www.cityofpsl.com/residents/welcome-guide). A part of the project will involve the Love Your Block Fellow and AmeriCorps VISTA member updating these publications and setting up a system for two-way communication between neighborhood groups/leaders and the City.

Examples of how Port St. Lucie has tracked similar project-related metrics include:

The City has tracked a few similar projects through various programs since they were adopted. These include the following:
• City of Port St. Lucie Adopt-a-Street Program tracks volunteers, volunteer groups, and the hours of work they contribute to the program and the amount of litter collected by the volunteers. https://www.cityofpsl.com/government/departments/public-works/keep-port-st-lucie-beautiful/adopt-a-street
• City of Port St. Lucie's NICE Program tracks attendees of various outreach and educational programs including NICE socials meetings, trainings, as well as any feedback they contribute to surveys or project public information initiatives. The NICE Program also manages and tracks attendance to the City University educational program. The N.I.C.E. Program also solicits and manages a specific email list separate from the City's main email network with residents' information that are specifically interested in furthering the initiatives of the N.I.C.E. Program. Attendees of the N.I.C.E. Program's activities and City University are particularly interested in neighborhood volunteer activities.
• The City of Port St. Lucie's Human Resources Department tracks all volunteers that are hired by the City in posted volunteer positions. They also track all of the hours they contribute to their volunteer position, the department and role. Those results are also reported to the Florida Benchmarking Consortium (FBC).The City tracks attendance at events and

various survey responses.

14. How often does the eligible organization collect demographic data? Who is tasked with this data collection?	The City's Strategic Initiatives & Innovation Team and Planning and Zoning Department collects demographic data on an annual basis. The City's Neighborhood Services Department collects demographic information within the community on an as needed basis. This data helps to determine eligibility for specific individual grants either for individual household assistance or small business assistance. The two main grant programs that the City employs for programs of this nature are the Federal Community Development Block Grant (CDBG) program and the State's Housing Initiatives Partnership (SHIP) program. The City's Neighborhood Services Department has also collected specific demographic data for other grants that have been awarded that required income qualification during specific eras as a result of certain legislation for example the Neighborhood Specialization Program (NSP) and the Emergency Rental Assistance Program (ERAP) as well as the American Rescue Plan Act (ARPA). All demographic data is managed securely in collaboration with the City's Information Technology Team and in accordance with Florida Public Records standards.
15. What demographic data does the eligible organization collect, and how is that information used?	The demographic data collected for certain grant programs (reference in question 14) are primarily collected for income qualification. Data is also used to determine eligibility for grant programs based on organizational rules and regulations as well as rules and regulations set out by State and Federal legislation as well as parameters established by the specific grant program. Demographic data is collected in conjunction with outreach activities to provide the City Council data on the diverse needs of residents. Demographic data is also used to design programs to better meet resident needs, improve accessibility and equity.

Section 5/7

16. Please describe how the eligible organization has made grants to community partners and residents in the past. If the eligible organization has not provided such grants, please describe how you will implement such a process and what, if any, support you will need to do so, including partnering with a city agency, nonprofit, or university.	The Community Programs Division of the Neighborhood Services Department has a long history of success managing grant programs, including: • Community Development Block Grant (CDBG) Program - The City receives annual formula funding from the U.S. Department of Housing and Urban Development. CDBG resources are shared with area non-profits and other stakeholders to support improvements in disadvantaged neighborhoods. Port St. Lucie has administered this funding for approximately 30 years. • State Housing Initiatives Partnership (SHIP) Program - For 3 decades, the City has received and distributed SHIP funding to people who need financial assistance staying in their homes safely. • Down Payment Assistance - Port St. Lucie has effectively implemented a grant program that helps economically-distressed homebuyers purchase a house. • Home Repair and Rehabilitation Assistance - Much of the City's housing stock was built in the 80s and 90s. With homeownership rates of more than 80% (higher than most places in the country), there is a huge demand among low- and moderate-income homeowners for repair and rehabilitation resources. A year ago, Port St. Lucie launched a Home Repair and Rehabilitation Assistance Program that has received more than 400 applications. This division, coupled with the City Manager's strong Grants & Advocacy interdepartmental team, will provide the NICE Program robust support for the execution of mini-grants.

17. How will you ensure that residents and community groups with limited or no involvement are made aware of the opportunity to apply for Love Your Block mini-grants? What activities, resources, or workshops do you plan to make available for residents and community groups to support them during the application process?

Community involvement will be integrated into every part of the project. Engagement activities promoting the Neighborhood Mini-Grant opportunity will be tailored to the needs of the Whispering Pines area and will amplify voices that have not been traditionally included in civic activities. The City will dedicate a team led by Port St. Lucie's Neighborhood Services Director (Carmen Capezzuto), Deputy Director (Alex Tasca), NICE Program Manager (Bolivar Gomez), Deputy City Manager for Strategic Initiatives & Innovation (Kate Parmelee), and Communications Director (Sarah Prohaska) to share information about the mini-grants with area residents and community groups in conjunction with the Love Your Block Fellow.

As many residents are not proficient in English (exactly 17.6% and 28.0% of residents in Census Tracts 3821.15 and 3821.29 are foreign-born and a language other than English is spoken by 31.8% of the area's population), all public engagement promoting the Neighborhood Mini-Grants with be multi-lingual to ensure an equitable process. Promotional materials will be available in multiple languages, including Spanish. Project leaders will communicate Love Your Block news through social media, the City web site, newsletters, and other outreach tools.

Upon project launch, Port St. Lucie will organize and host a Neighborhood Leadership Day to bring residents and community groups together. This event, scheduled at a convenient time and location to maximize participation, will share project goals and solicit input on ways to attract Neighborhood Mini-Grant applications from area non-profits and other stakeholders representing youths, seniors, low-income household members, minorities, and persons with disabilities.

The City will also seek to engage with Whispering Pines residents through regular code compliance activities. Employees in the field will be well-versed on all Love Your Block happenings and will communicate information to residents they come in contact with.

As evidenced by the attached letters of support, there has already been a strong effort to engage with local and regional stakeholders.

18. Please describe the eligible organization’s practices and considerations around diversity and inclusion when making grants to community partners or residents. What top lessons learned will you translate or adapt to this grant? If this is a new commitment, describe what best practices and considerations you plan to incorporate. We value learning, so please highlight any shortcomings with your past efforts towards diversity and inclusion that you would improve or address with this project.

According to the Othering and Belonging Institute in Berkeley, California, Port St. Lucie is one of the 2 most integrated cities in America. The Mayor and City Council have adopted numerous equity policies and programs to become a city for all people as "The Heart of the Treasure Coast." The proposed project aligns with the diversity goals of these initiatives, including:

• City's Forum on Race Relations & Inclusion - In 2016, in response to acts of violence in the United States stemming from racial tension, terrorism, hate and a lack of understanding, the City of Port St. Lucie began an ongoing community conversation - creating PSL's Forum on Race Relations and Inclusion. The proposed Neighborhood Mini-Grants will help to support the principles of this initiative.
• NICE Program - Launched in 2017, the NICE Program is working neighborhood by neighborhood to improve local quality of life. Planning exercises have already been conducted across the community to identify resident concerns, discuss issues, and resolve conflicts. Love Your Block activities will support NICE Program efforts to prevent litter, enforce codes, and deter crime.

The work of the Forum on Race Relations & Inclusion and NICE Program will serve as a backdrop for making sure that all residents and local partners are heard and their input incorporated into the project planning process.

Partnerships with local non-profits such as the 300+ Council on Social Agencies group, the Chamber of Commerce, and the local Small Business Development Council will also be key as well. In the last few years, the City has embarked on funding various projects with federal pandemic relief funds like small business grants in distressed Census Tracts, a Mobile Club with the local Boys and Girls Club of St. Lucie County, and COVID-19 rental and eviction assistance with the Treasure Coast Homeless Services Council. These programs demonstrate the focus that the City has put on making grants to disadvantaged community organizations and individuals.

19. Please describe plans for sustaining the project after the two-year grant period. Indicate any relevant conversations about future funding and partnerships with the eligible organization and community partners such as community foundations, local businesses, or universities.	The project will be sustained by the Neighborhood Services Department's NICE Program and utilized as a model for community engagement. Following the 2-year grant period, Port St. Lucie will seek other financial resources to continue providing Neighborhood Mini-Grants in other disadvantaged areas of the community. The City will seek funding from state, federal, and philanthropic sources to build upon this pilot project, including the local Community Foundation for Martin and St. Lucie Counties, who will be invited to program activities to observe. In addition, insights and methods developed during the program will be integrated into the City's innovation program and outreach efforts through the work of the City's Strategic Initiatives & Innovation Team and Communications Department. Project partners, including the St. Lucie County Community Services Department, Boys and Girls Club of St. Lucie County, St. Lucie County Public Schools, the Children's Services Council of St. Lucie County, Healthy St. Lucie coalition, and 300+ member Council of Social Agencies, are committed to continuing the work started with Bloomberg Center for Public Innovation funding. This model will allow the City to expand beautification projects across its 35 established neighborhoods. The Love Your Block project will serve as the launching pad for NICE 2.0 and will be continued as the City grows.

20. Please identify staff who will be responsible for this project. Provide their title, full name, the role they will play in the proposed project, and what their other responsibilities are. Explain why this project falls under their purview.

Key Port St. Lucie staff who will support the Love Your Block project include:

• Carmen Capezzuto, Neighborhood Services Director oversees all divisions of the Neighborhood Services Department Carmen will oversee the Neighborhood Services project team in partnership with the collaborating departments.
• Alex Tasca, Neighborhood Services Deputy Director - Alex Tasca serves as Port St. Lucie's Neighborhood Services Deputy Director. Alex will assist Carmen in leading the team and oversee the design of programs in partnership with Bolivar Gomez.
• Bolivar Gomez, NICE Program Manager - Bolivar Gomez is an urban planner who manages Port St. Lucie's NICE Program. Bolivar will manage day-to-day project activities and will supervise the Love Your Block Fellow and AmeriCorps Vista member. He will lead efforts to organize and host the Neighborhood Leadership Day, identify and coordinate Neighborhood Ambassadors, develop mini-grant application criteria, recruit volunteers, conduct local revitalization activities, and celebrate success. The Love Your Block work aligns perfectly with his NICE Program duties.
• Kate Parmelee, Deputy City Manager for Strategic Initiatives & Innovation - Kate provides leadership, oversight, and guidance of Strategic Plan projects. She will provide oversight of project activities and serve as a liaison between municipal department staff, Mayor Shannon Martin, and the City Council. The Love Your Block project aligns with her responsibility to strengthen community partnerships and further the goals of the Mayor and City Council and expand innovative community engagement as the City's Chief Innovation Officer.
• Sarah Prohaska, Communications Director - As Communications Director for the City, Sarah Prohaska leads all community outreach efforts
• Sarah will help to develop Love Your Block promotional materials and share project information through social media, the City web site, newsletters, and other messaging tools.
• Mariana Feldpausch, Director of the Office of Solid Waste - Mariana Feldpausch, in addition to overseeing education and compliance for solid waste, manages the KPSLB program. Mariana Feldpausch will help develop the Love Your Block project and mini-grants and volunteer recruitment and retention efforts.
• Stephanie Vernot, Community Engagement Manager - Stephanie Vernot assists with communication between residents and the City. In this project, Stephanie will help to promote and co-coordinate the Love Your Block events through an equitable lens.
• Sabrina McLeod, Grants & Strategic Initiatives Project Manager - Sabrina McLeod will be responsible for measuring performance of the project activities and grant compliance.

21. Please describe how the eligible organization will recruit, manage, and support the AmeriCorps VISTA member and how the VISTA will support the implementation of the project. Describe how the eligible organization plans to train, support, and deploy the AmeriCorps member. Include the organizational structure, where the AmeriCorps VISTA will be placed in the organization and to whom they will report. Please include in the organizational structure the office of the mayor, city chief executive, and/or department director. Please describe how the VISTA will lead volunteer recruitment and impact volunteering through outreach, marketing campaigns, building a social media presence and other key activities. AmeriCorps VISTA members' time must be used in accordance with the core principles of the VISTA program to improve lives, strengthen communities, and foster civic engagement through service and volunteering. Include any information about previous experience the city has had with AmeriCorps VISTA members.

An AmeriCorps VISTA member will be recruited by the City's Human Resources Department. Following the steps outlined in the "Recruiting AmeriCorps Members" manual (https://books.google.com/books?id=OG8FJ-ftJ-AC), Port St. Lucie will:

• Develop a position description that provides details on the specific Love Your Block project
• Advertise the position (e.g., MyAmeriCorps, ServiceYear.org, college job boards)
• Identify likely candidates
• Recruit and onboard AmeriCorps VISTA member

The AmeriCorps VISTA member will be housed in the Neighborhood Services Department's Community Programs Division. That individual will be managed by and work side-by-side with the NICE Program Manager (Bolivar Gomez) to implement the Love Your Block project. He/she will be involved in all engagement activities and volunteer opportunities. The AmeriCorps VISTA member will also have the support of the Strategic Initiatives and Innovation team within the City Manager's Office.

Training will be provided by City department staff on effective community outreach and volunteer recruitment.

Roles of the AmeriCorps VISTA member include:

• Outreach & marketing - Working with the City's Communications Director, the AmeriCorps VISTA member will help to develop materials to promote the Love Your Block project. That work will include developing copy, building a social media presence, sharing information through Port St. Lucie's web site, and other messaging.
• National Leadership Day - The AmeriCorps VISTA member will help to organize a Neighborhood Leadership Day that will bring Whispering Pines residents together to launch the project. Area non-profits and residents will be invited to this event. A presentation will be developed to share Love Your Block project goals. The AmeriCorps VISTA member will work to attract youths, seniors, low-income household members, minorities, persons with disabilities, and other stakeholders into the process.
• Mini-grant criteria development - The AmeriCorps VISTA member will support development of a mini-grant application and review criteria.
• Volunteer recruitment - The AmeriCorps VISTA member will work with the project team to identify community leaders to serve as Whispering Pines Neighborhood Ambassadors. Volunteer teams will be built to help implement projects supported with mini-grant dollars. The AmeriCorps VISTA member will support all volunteer recruitment efforts.
• Local revitalization activities - Approximately 4-5 local revitalization projects in the Whispering Pines neighborhood will be supported with mini-grant funding. The AmeriCorps VISTA member will actively work with area non-profits and other stakeholders to prepare revitalization projects for implementation.

See below for the organizational structure of Port St. Lucie:

• City Manager's Office - https://www.cityofpsl.com/home/showpublisheddocument/4019/638168095570795237
• Neighborhood Services Department - https://www.cityofpsl.com/home/showpublisheddocument/10771/638307

22. Please describe how the eligible organization will recruit, manage, and support the Love Your Block Fellow for two years. Please describe how the city plans to recruit, train, support, and deploy the two-year Love Your Block Fellow, including where the Fellow will be placed in the organizational structure, and who will supervise the Fellow.	Likewise, the City's Human Resources Department will be involved in recruiting a Love Your Block Fellow. Port St. Lucie will follow all internal hiring guidelines. A job description will be developed seeking a resident with long-time ties to the Whispering Pines neighborhood. The post will be advertised across the community online and in print. The preferred candidate will have a background of working with community partners to affect change. Similar to the AmeriCorps VISTA members' place in the organization, the Love Your Block Fellow will work under the NICE Program Manager (Bolivar Gomez). Training will be provided by City department staff on effective community outreach and volunteer recruitment. The Love Your Block Fellow's job responsibilities will mirror those of the AmeriCorps VISTA member, including: • Outreach & marketing - Working with the City's Communications Director, the Love Your Block Fellow will help to develop materials to promote the Love Your Block project. That work will include developing copy, building a social media presence, sharing information through Port St. Lucie's web site, and other messaging. • National Leadership Day - The Love Your Block Fellow will help to organize a Neighborhood Leadership Day that will bring Whispering Pines residents together to launch the project. Area non-profits and residents will be invited to this event. A presentation will be developed to share Love Your Block project goals. The Love Your Block Fellow will work to attract youths, seniors, low-income household members, minorities, persons with disabilities, and other stakeholders into the process. • Mini-grant criteria development - The Love Your Block Fellow will support development of a mini-grant application and review criteria. • Volunteer recruitment - The Love Your Block Fellow will work with the project team to identify community leaders to serve as Whispering Pines Neighborhood Ambassadors. Volunteer teams will be built to help implement projects supported with mini-grant dollars. The Love Your Block Fellow will support all volunteer recruitment efforts. • Local revitalization activities - Approximately 4-5 local revitalization projects in the Whispering Pines neighborhood will be supported with mini-grant funding. The Love Your Block Fellow will actively work with area non-profits and other stakeholders to prepare revitalization projects for implementation.

Section 7/7

23. Is your city currently a member of the Cities of Service coalition?	Yes

Letters of support from the critical departments/agencies.	https://drive.google.com/a/jhupublicinnovation.org/uc?id=1CFsWdf_cAJVJVW2A0V4cqcZUGly6KRUo&export=download&display=/PortSt.Lucie_152226022_NeighborhoodServicesDirectorLetterofSupportC.Capezzuto.pdf
Letters of support from the critical community partners.	https://drive.google.com/a/jhupublicinnovation.org/uc?id=1wMrhvZjk0_GGpE0ZVjwtQBsc8yWlO8ZR&export=download&display=/PortSt.Lucie_152226170_CityofPortSt.LucieCommunitySupportLetters.pdf
Organizational chart that shows the relationship between the staff responsible for this project to the mayor and senior leadership.	https://drive.google.com/a/jhupublicinnovation.org/uc?id=1e5A7Bxdg96EgYxFaJctIZ_X6_ByLC2yW&export=download&display=/PortSt.Lucie_152226188_LoveYourBlockOrganizationalChart.pdf
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CITY OF PORT ST. LUCIE

Neighborhood Services Department

"A City for All Ages"

December 4, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

I am writing to expressly support the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's Love Your Block program. As a representative of the City of Port St. Lucie Neighborhood Services Department, I am eager to endorse this initiative aimed at enhancing the Whispering Pines neighborhood in our rapidly growing city.

Port St. Lucie aims to combat blight and foster community bonds in the Whispering Pines neighborhood through mini-grants allocated to local non-profits and stakeholders for neighborhood beautification projects. In response to lower neighborhood satisfaction ratings reported by residents in this area, the proposed project is designed to empower community groups and resident volunteers, fostering neighborhood revitalization, and increased civic engagement.

Our department, Neighborhood Services, is dedicated to strengthening community ties and improving the overall quality of life in Port St. Lucie. Through our Neighborhood Improvement and Community Engagement (NICE) program, we address resident concerns, facilitate discussions, and resolve conflicts at the grassroots level. Given our involvement in community housing, Community Development Block Grant administration and accredited code compliance services, we are at the forefront of efforts to revitalize neighborhoods, particularly in areas of lower household incomes.

Neighborhood Services is poised to play a vital role as a project partner during the implementation phase. We are committed to assisting in volunteer recruitment, with a particular focus on engaging individuals for low income and minority populations.

I urge you to give Port St. Lucie's grant application the careful consideration it deserves in what we would hope can become the beginning of many more Love Your Block programs in the future.

Sincerely,

Carmen A. Capezzuto
Director of Neighborhood Services

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December 1, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

On behalf of St. Lucie Public Schools, I wish to express my full support for the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's Love Your Block grant funding and support. Port St. Lucie seeks to reduce blight and build community connection in the disadvantaged Whispering Pines neighborhood with mini-grants to area non-profits and other stakeholders for neighborhood beautification projects. Quality of life in the Whispering Pines neighborhood is consistently rated lower by area residents participating in the City's annual National Community Survey™ compared to other areas of the city. The proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement.

St. Lucie Public Schools supports Port St. Lucie's Whispering Pines neighborhood beautification project because upgrades boost the quality of life and economic development in this neighborhood where many of our students reside.

St. Lucie Public Schools is prepared to serve as a project partner during the implementation of the project. This participation will include help in recruiting volunteers, particularly among low-income and minority populations.

Please give Port St. Lucie's grant application your full consideration.

Sincerely,

Dr. Jon R. Prince
Superintendent

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PROUDLY SUPPORTED BY:

December 4, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

On behalf of the Boy & Girls Clubs of St. Lucie County, I wish to express my full support for the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's Love Your Block grant funding and support. Port St. Lucie seeks to reduce blight and build community connection in the disadvantaged Whispering Pines neighborhood with mini-grants to area non-profits and other stakeholders for neighborhood beautification projects. Quality of life in the Whispering Pines neighborhood is consistently rated lower by area residents participating in the City's annual National Community Survey™ compared to other areas of the city. The proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement.

The Boy & Girls Clubs of St. Lucie County supports Port St. Lucie's Whispering Pines neighborhood beautification project because the City of Port St. Lucie residents deserve an opportunity to get their neighborhoods revitalized. Investing in low-income areas that are in need of an upgrade, will boost the quality of life and continue economic development.

The Boy & Girls Clubs of St. Lucie County is prepared to serve as a project partner during implementation of the project. This participation will include help in recruiting volunteers, particularly among low-income and minority populations.

Please give Port St. Lucie's grant application your full consideration.

Sincerely,

Will Armstead, MBA
CEO

3104 Avenue J | Fort Pierce | FL 34947 | 772.460.9918 | www.bgcofslc.org | Facebook/bgcofslc

ST. LUCIE COUNTY
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December 1, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

On behalf of the Children's Services Council of St. Lucie County I wish to express my full support for the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's Love Your Block grant funding and support. Port St. Lucie seeks to reduce blight and build community connection in the disadvantaged Whispering Pines neighborhood with mini-grants to area non-profits and other stakeholders for neighborhood beautification projects. Quality of life in the Whispering Pines neighborhood is consistently rated lower by area residents participating in the City's annual National Community Survey™ compared to other areas of the city. The proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement.

The Children's Services Council of St. Lucie County supports the Port St. Lucie's Whispering Pines neighborhood beautification project because we are committed to improving the loves for all children in our community. We work closely with the City of Port St. Lucie and the community to provided needed family resources such as quality childcare, after-school services and family strengthening programs. The Whispering Pines neighborhood beautification project will positively impact the neighborhood and have a lasting effect on its residents.

The Children's Services Council of St. Lucie County is prepared to serve as a project partner during implementation of the project. This participation will include help in recruiting volunteers, particularly among low-income and minority populations.

Please give Port St. Lucie's grant application your full consideration.

Sincerely,

Sean Boyle, CEO

Children's Services Council of St. Lucie County
546 NW University Boulevard, Suite 201, Port Saint Lucie, FL 34986
☎: 772-408-1100 ✸www.cscslc.org ✉: info@cscslc.org

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December 4, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

On behalf of the Florida Department of Health in St. Lucie, I wish to express support for the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's "Love Your Block" grant. Port St. Lucie's commitment to strengthening neighborhoods and engaging residents is well evidenced through its Neighborhood Improvement and Community Engagement (NICE) program. With the support of this grant and community partners, the city will work with the Whispering Pines neighborhood to build community connections and engage volunteers in cleaning up and revitalizing the area.

The city will provide mini-grants to area nonprofits and other stakeholders for neighborhood beautification projects. Quality of life in the Whispering Pines neighborhood is consistently rated lower by area residents participating in the City's annual National Community Survey™ compared to other areas of the city. The proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement.

Florida Department of Health in St. Lucie supports Port St. Lucie's Whispering Pines neighborhood beautification project. Programs such as these can have positive impacts on the health of residents by improving quality of life, enhancing economic development, increasing opportunities for safe physical activity, improving access to green spaces, and assisting residents in overcoming social and economic barriers.

Florida Department of Health in St. Lucie is prepared to serve as a project partner during the implementation of the project. This participation will include help in recruiting volunteers, particularly among low-income and minority populations.

Please give Port St. Lucie's grant application your full consideration.

Sincerely,

Clint Sperber, MPA
Administrator

Florida Department of Health
St. Lucie County
5150 NW Milner Drive • Port St. Lucie, FL 34983
PHONE: 772/462-3800 • FAX: 772/871-5360
StLucieCountyHealth.com

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Administration

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COUNTY ADMINISTRATOR

December 1, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

On behalf of the St. Lucie County, I wish to express my support for the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's Love Your Block grant funding and support. Port St. Lucie seeks to reduce blight and build community connection in the disadvantaged Whispering Pines neighborhood with mini-grants to area non-profits and other stakeholders for neighborhood beautification projects. My understanding is the proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement.

St. Lucie County is committed to fostering an environment of opportunity, positivity and collaboration and supports Port St. Lucie's Whispering Pines neighborhood beautification project. The project provides investments and upgrades that boost quality of life and economic resilience which strengthens the entire county.

Please give Port St. Lucie's grant application your full consideration.

I look forward to the opportunities that lie ahead. I know the County and City team is committed to the highest quality living environment possible.

Sincerely,

George Landry
County Administrator

George Landry| County Administrator | Administration
landryg@stlucieco.org
2300 Virginia Avenue | Fort Pierce, FL 34982 (772) 462-1156 (772) 462-1428 (772) 462-2131 www.stlucieco.gov

Windmill Point One POA, Inc,
490 SW Kentwood Road
Port Saint Lucie, FL 34953
772-336-0860

December 4, 2023

Bloomberg Center for Public Innovation
Johns Hopkins University
555 Pennsylvania Avenue NW
Washington, DC 20001

Re: Support for Port St. Lucie's Love Your Block Grant Application

To Whom It May Concern:

On behalf of the Windmill Point One POA, Inc. I wish to express my full support for the City of Port St. Lucie's application for the Bloomberg Center for Public Innovation's Love Your Block grant funding and support. Port St. Lucie seeks to reduce blight and build community connection in the disadvantaged Whispering Pines neighborhood with mini-grants to area non-profits and other stakeholders for neighborhood beautification projects. Quality of life in the Whispering Pines neighborhood is consistently rated lower by area residents participating in the City's annual National Community Survey™ compared to other areas of the city. The proposed project will engage community groups and resident volunteers in neighborhood revitalization efforts and boost civic engagement.

Windmill Point One POA, Inc. supports Port St. Lucie's Whispering Pines neighborhood beautification project because we would like to make our common ground more appealing, but our funds have not allowed up to support our visions, we would definitely appreciate assistance in making this happen to help boost our communities image in hopes the residents will follow.

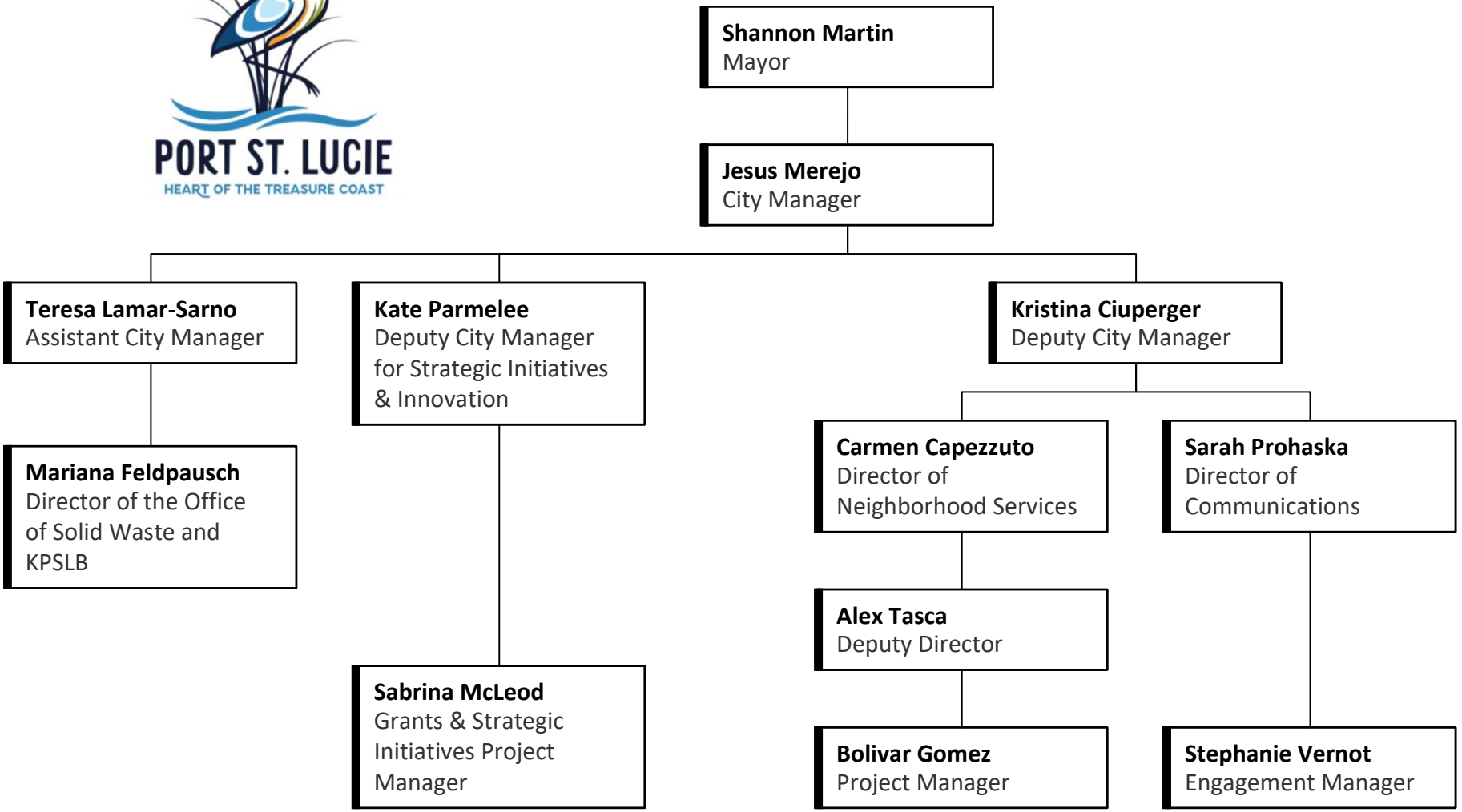
Windmill Point One POA, Inc. is prepared to serve as a project partner during implementation of the project. This participation will include help in recruiting volunteers, particularly among low-income and minority populations.

Please give Port St. Lucie's grant application your full consideration.

Sincerely,

Lisa Saffioti
President

PORT ST. LUCIE
HEART OF THE TREASURE COAST



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PUBLIC WORKS
Administration Division
MEMORANDUM NO. 26-07M

TO: Mayté Santamaria, Deputy County Administrator II

THROUGH: Patrick Dayan, P.E., Public Work Director PD

FROM: Christopher Lestrange, P.E., Assistant Public Works Director CL

DATE: April 29, 2026

SUBJECT: St. James Drive Interlocal Agreement

St. Lucie County is currently out to bid for construction of a missing link of sidewalk on St. James Drive between Royce Avenue and Lazy River Parkway. The project is funded by a LAP agreement with FDOT. Bid advertisement closes May 13, 2026. The grant's final deadline for completion is December 31, 2027. During the development of the project, the design identified a parcel of land owned by the City of Port St. Lucie that wherein sections of the sidewalk were to be constructed. Staff proposed an ownership transfer of the property from the City to the County along with an easement in favor of the City to continue to convey and maintain drainage on the parcel.

Maintenance of St. James Drive is currently divided between the City of Port St. Lucie and County according to the terms of an existing Interlocal Agreement dated July 1, 1982. The existing agreement includes multiple roadways and does not adequately reflect the growth and expansion that has occurred since 1982. The existing agreement does not accurately describe nor assign maintenance responsibility for all of the infrastructure along the roadway.

Both City and County Public Works Department have agreed to work in good faith to update the agreement to better align with current needs and assign maintenance responsibility where the current agreement is silent. This is intended to occur concurrent with the construction of the St. James Drive sidewalk project.

PUBLIC WORKS DEPARTMENT

2300 Virginia Avenue | Fort Pierce, FL 34985 (772) 462-1707 (772) 462-1667 (772) 462-2363 patrick.dayan@stlucieco.gov