

# City of Port St. Lucie

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



## Meeting Agenda

**\*Immediately Following the 12:00 PM GFC Meeting\* Addition of Item 13b\***

**Monday, March 9, 2026**

**1:00 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](http://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 Accept the FY2024-25 One-Half Cent Sales Tax Annual Report [2026-107](#)
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 February 23, 2026 Regular City Council Meeting Minutes [2026-251](#)
  - 7.b Approve Sponsorship Request from The Treasure Coast Black Chamber of Commerce [2026-199](#)
  - 7.c Approve Continued Sponsorship of the 2026 Earth Day Festival. [2026-230](#)
  - 7.d Approve Sponsorship Request from the weVENTURE Women’s Business Center for the Upcoming Psychological Marketing Strategies Event [2026-241](#)
  - 7.e Approve the Declaration of City Departments’ Fixed Asset Items as Surplus Property and Authorize the Sale of Such Surplus Property. [2026-225](#)
  - 7.f Approve Amendment #4 to Contract #20250012 for BMX Adaptive Racetrack Facility, Pump Track and Bicycle Safety Learning Facility. [2026-231](#)
  - 7.g Approval to Participate in the Sourcewell Cooperative Contract #050625 for Roadway Maintenance Equipment Under City of Port St. Lucie Contract #20260174. [2026-201](#)
  - 7.h Approve Contract #20260162 for Real Time Public Safety Center and Maintenance Services with AV-Worx, LLC. [2026-202](#)

- 7.i** Approve Sole Source Contract #20260047 for Water and Wastewater Fluid Controls at the Water & Wastewater Treatment Facilities with Fluid Control Specialties, Inc. [2026-232](#)

**8. Second Reading of Ordinances**

- 8.a** Ordinance 26-18, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 57, Block 206, Port St. Lucie Section Thirteen, According to the Plat thereof, as Recorded in Plat Book 13, Pages 4, 4A through 4M, of the Public Records of St. Lucie County, Florida. [2026-123](#)
- 8.b** Ordinance 26-19, Abandoning Portions of the Access and Utility Easements Affecting Parcel 1 of Gatlin Plaza Condominium, According to the Declaration of Condominium of Gatlin Plaza Condominium, Recorded in Official Records Book 3904, Page 2468, of the Public Records of St. Lucie County, Florida. [2026-180](#)
- 8.c** Ordinance 26-20, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 4, Block 2218, Port St. Lucie Section Thirty-Three, According to the Plat thereof, as Recorded in Plat Book 15, Pages 1, 1A through 1V, of the Public Records of St. Lucie County, Florida. [2026-182](#)
- 8.d** Ordinance 26-21, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Authorizing and Directing the City Manager to Execute a Renewal Lease Agreement Between the City of Port St. Lucie and Port St. Lucie Police Athletic League, Inc. for Premises Located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952; Providing for Conflict; Providing for Severability; and Providing an Effective Date. [2026-183](#)
- 8.e** Ordinance 26-23, Public Hearing, an Ordinance of the City of Port St. Lucie, Florida, Dissolving the Sundance Community Development District Pursuant to Section 190.046(10), Florida Statutes, and Repealing City Ordinance No. 2024-26; Providing for Conflict; Providing for Severability; and Providing an Effective Date. [2026-212](#)

**9. Other Public Hearings****10. First Reading of Ordinances, Public Hearing****11. Resolutions**

- 11.a** Resolution 26-R18, Authorizing and Ratifying Amendments to the BENCOR 401(a) and 457(b) Special Pay Plan [2025-885](#)
- 11.b** Resolution 26-R19, Authorize and Ratify Amendments to the City's MissionSquare Retirement Plan Documents for SECURE Act Legislation [2025-914](#)
- 11.c** Resolution 26-R20, Authorizing the Acquisition of Real Property Described as Tract E, Port St. Lucie Section Nineteen, as Recorded in Plat Book 13, Pages 19, 19A through 19K, of the Public Records of St. Lucie County, Florida, and a Portion of Tract G, Port St. Lucie Section Thirty-Three, as Recorded in Plat Book 15, Pages 1, 1A through 1V, of the Public Records of St. Lucie County, for Green Space with Future Consideration for a Passive Park and Stormwater Retention. [2026-195](#)

**12. Unfinished Business****13. New Business**

- 13.a** Request for an Attorney/Client Session with the City Council to Discuss Pending Litigation in the Matter of City of Port St. Lucie v. Waste Pro of Florida, Inc., Case No. 2021-CA-001628. [2026-229](#)
- 13.b** Request for an Attorney/Client Session with the City Council to Discuss Pending Litigation in the Matter of McTeague Construction Company Inc., v. City of Port St. Lucie, Case No. 2025-CA-2754. [2026-276](#)

**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  
2026-107

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 4.a

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Placement: Special Presentation

Action Requested: Motion / Vote

Accept the FY2024-25 One-Half Cent Sales Tax Annual Report

Submitted By: Stephen Okiye, Finance Director.

Executive Summary: Established through Port St. Lucie Resolution 18-R95, the Infrastructure Surtax Citizens Oversight Committee (ISCOC) is required to submit an annual report to the City Council affirming that the proceeds generated through One-Half Cent Infrastructure Surtax were spent on projects listed in the Ten-Year Plan as recorded in Port St. Lucie Ordinance 18-50. The One-Half Cent Sales Tax Annual Report, drafted by the City Manager's Office, is subject to ISCOC review and approval prior to its presentation for consideration and acceptance by the City Council.

Presentation Information: The video was previously shown at the October 20, 2025 City Council Workshop and provided a recap of Half-Cent Sales Tax Projects from 2019 through 2025. The recording is available and can be viewed again if desired.

Staff Recommendation: Move that the City Council review and accept the FY2024-25 One-Half Cent Sales Tax Annual Report.

Alternate Recommendations:

1. Move that the City Council amend the recommendation and accept the FY2024-25 One-Half Cent Sales Tax Annual Report.
2. Move that the City Council provide staff direction.

Attachments: FY2024-25 One-Half Cent Sales Tax Annual Report.

*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.*

# INFRASTRUCTURE SURTAX CITIZENS OVERSIGHT COMMITTEE

## FISCAL YEAR 2024-25 ANNUAL REPORT



Honorable Members of the Port St. Lucie City Council:

This letter and attached report to the Port St. Lucie City Council is intended to fulfill the requirements of Section 4A of Resolution 18-R95, to prepare an annual report to the Port St. Lucie City Council regarding:

Robert Christian,  
Chairman

Kenneth Kroll,  
Vice Chairman

E. Theresa  
Bramble,  
Chair Pro-Tem

Colleen Calvin,  
Member

James Ashburn,  
Member

Ernest Beaudoin,  
Member

Donna Hudson,  
Alternate

- Whether the City's expenditure of Surtax proceeds for the fiscal year was consistent with the requirements of Section 212.055(2), Florida Statutes, and the ballot language approved by the voters; and
- Whether the City's expenditure of Surtax proceeds for the fiscal year was consistent with City Ordinance 18-50.

This letter and report confirm that during the sixth year that surtax proceeds were available, the Infrastructure Surtax Citizens Oversight Committee was provided all appropriate documents, plans, budgets, designs, permits (or permit applications), reports, photographs, presentations, or other materials to sufficiently determine the status of projects the City of Port St. Lucie undertook as part of the City Council-adopted Ten-Year Sales Tax Plan.

The Infrastructure Surtax Citizens Oversight Committee finds and affirms that based upon the materials presented in this report that:

- The City of Port St. Lucie has expended Surtax proceeds in FY 2024-2025 consistent with Section 212.055(2), Florida Statutes and consistent with the ballot language in St. Lucie County Ordinance No. 18-004 wherein the language that appeared on the November 2018 ballot, and
- The City of Port St. Lucie has expended Surtax proceeds in FY 2024-2025 consistent with the Council approved City of Port St. Lucie 2018 Sales Tax Referendum Ten-Year Plan

On behalf of the members of the City of Port St. Lucie Infrastructure Surtax Citizens Oversight Committee, we are pleased to submit this report and appreciate the confidence the City Council has in the oversight role provided through the efforts of the Committee

Regards,

Robert Christian, Chairman

## **INTRODUCTION**

This report is intended to affirm that the work accomplished by the City of Port St Lucie has been done in conformance with the mandate set out in the 2018 ballot language and supporting resolutions and ordinances. This report covers the sixth fiscal year that the One-Half Cent Sales Tax became available with collection commencing on October 1, 2024 through September 30, 2025.

## **BACKGROUND**

The creation of the Infrastructure Surtax Citizens Oversight Committee (ISCOC) was envisioned early in the campaign to inform St. Lucie County residents about the proposed sales tax aimed at addressing the county's growing infrastructure needs. Alongside voter education, the City Council recognized the importance of establishing a mechanism for accountability should the referendum be approved.

The following language, which appeared on the November 6, 2018, ballot, was authorized by the St. Lucie County Board of County Commissioners (BOCC) through Ordinance 18-004, adopted in early 2018. The City of Port St. Lucie, the City of Fort Pierce, and the Town of St. Lucie Village collaborated with the BOCC by passing corresponding resolutions and ordinances to ensure that the sales tax proceeds would benefit all residents of St. Lucie County.

*2018 Final Ballot Language:*

*"To fund projects to Improve local roads, reduce traffic congestion, add sidewalks, improve local water quality, Including the Lagoon, reduce neighborhood flooding and similar uses under Florida law and seek matching funds for these purposes, shall St. Lucie County levy a half-cent sales tax, for ten years, with expenditures reviewed by an independent citizens committee ensuring dollars are spent fairly throughout Port St. Lucie, Fort Pierce, St. Lucie Village and St. Lucie County?"*

- Upon approval of the Half-Cent Sales Tax, the Port St. Lucie City Council established the Infrastructure Surtax Citizens Oversight Committee (ISCOC) via Resolution 18-R95 on December 10, 2018.

As provided in Resolution 18-R95 establishing the ISCOC, *"the role of the committee is to act in an oversight and advisory capacity to the City Council. The Committee is not responsible for identifying projects or determining the priority of a proposed project on the approved list of projects. The specific role for the committee is in the resolution and is as follows:*

- *Whether City's expenditure of Surtax proceeds for the fiscal year was consistent with the requirements of Section 212.055(2), Florida Statutes, and the ballot language approved by the voters; and*
- *Whether the City's expenditure of Surtax proceeds for the fiscal year was consistent with City Ordinance 18-50.*

Staff is required to supply the ISCOG with the information and documentation needed to make these determinations and to report back to the City Council at least annually.

### **PROJECT BACKGROUND AND TEN-YEAR PLAN**

Well in advance of the months leading up to the November 2018 election, the City County directed staff in the creation of a list of paving, road, culvert, bridge, sidewalk and related infrastructure projects - along with an estimated cost for each project.

Based on that work the City Council approved a Ten-Year Plan for use of sales tax and directed staff to present that plan to the public in advance of November 2018 General Election. The approved Ten-Year Plan includes projects totaling \$89.7 million, which includes contingency funds and interest on borrowing.

### **ISCOG MEETINGS 2024-25**

The ISCOG met four times between October 1, 2024 through September 30, 2025. Below is a summary of the issues discussed at each meeting.

At each meeting, City staff presented project revenues and expenditures consistent with the resolution establishing the Committee and closely following the first-year project list identified in the Ten-Year Plan.

The final September 2024 "Half-Cent Sales Tax Monthly Report" provides a cumulative accounting of all revenues and expenditures related to the Half-Cent Sales Tax during FY24-25. Within that report are three charts:

- Half-Cent Sales Tax Total Expenditures FY2024-25,
- Half-Cent Sales Tax Miscellaneous Expenditures (itemized), and
- Half-Cent Sales Tax Revenue (Cash Basis).

The first provides a 'snapshot' of Half-Cent Sales Tax receipts from the Florida Department of Revenue. The second speaks to the use of those revenues regarding specific project expenditures. The third chart shows necessary expenditures resulting from unanticipated needs or circumstances occurring during the development and/or construction of the project(s).



# BETTER ROADS • MORE SIDEWALKS • CLEANER RIVERS APPROVED PROJECTS

## ST. LUCIE WEST BLVD.

**\$18.3 MILLION**

Intersection at Cashmere	\$829,883	COMPLETE
Intersection at California	\$2,000,000	IN PROGRESS
Intersection at Peacock	\$204,754	COMPLETE
Intersection at Bayshore	\$462,096	COMPLETE
California widening	\$15,100,000	IN PROGRESS

## SIDEWALKS

**\$11 MILLION**

### REPAVING

**\$27.5 MILLION**

Citywide	\$26,250,000	IN PROGRESS
Gatlin Boulevard	\$1,250,000	NOT STARTED

## FLORESTA DRIVE IMPROVEMENTS

**\$100 MILLION**

Southbend to Elkcam	\$14,666,857	COMPLETE
Elkcam to Crosstown	\$31,000,000	COMPLETE
Crosstown to Prima Vista	\$61,000,000	IN PROGRESS

## TORINO INTERSECTION IMPROVEMENTS

**\$2 MILLION**

California Roundabout	\$1,081,866	COMPLETE
Cashmere Roundabout	\$1,096,404	COMPLETE

## U.S. 1 IMPROVEMENTS

**\$3.7 MILLION**

Martin County Line to Huffman		COMPLETE
Half-Cent Sales Tax	\$1,500,000	
Mobility fees	\$2,200,000	

**Overall  
Total  
\$162.5 MILLION**

# HALF-CENT SALES TAX PROJECTS

MONTHLY REPORT  
SEPTEMBER 2025



**PORT ST. LUCIE**  
HEART OF THE TREASURE COAST

**THANK YOU VOTERS!**



**BETTER ROADS,  
MORE SIDEWALKS,  
AND CLEANER RIVERS.**<sup>11</sup>

# HIGHLIGHTS



## PROJECTS

**California Blvd Widening:** A public information meeting was held on September 14, 2022. The consultant then incorporated the comments received and presented a concept to the City Council on March 20, 2023. A draft of the concept typical section, including an access management plan, was included in the presentation. City Council subsequently adopted the typical section and the access management plan. An additional public meeting was held on January 25<sup>th</sup>, 2024. The project is ready to move into the design phase, which is currently anticipated for FY 25/26. Staff attended five HOA meetings for Lake Charles to help answer questions about the project. Construction is funded for FY 26/27

**Sidewalks:** Construction on Import Drive (Phase 2) from Inca Terrace to Savage Boulevard was completed in December 2023. Final acceptance of the project is pending. Construction on Abingdon Avenue from Import Dr. to Savona Blvd. began in December 2023 and is completed, pending final acceptance. Lakehurst Sidewalk Ph. II design is complete. More information regarding the sidewalk master plan, including planned sidewalks, can be found at [www.cityofpsl.com/sidewalks](http://www.cityofpsl.com/sidewalks).

**Repaving:** The Sales Tax resurfacing goal for FY 25/26 is 23.55 miles. Repaving is planned in Northport Village, Palm Trails, Rosser Reserve, Sandpiper Bay, Southbend Lakes, and Tulip Park/Crane Landing. More information regarding the repaving master plan and streets to be repaved can be found at [www.cityofpsl.com/repaving](http://www.cityofpsl.com/repaving).

**Floresta Drive Improvements:** Construction continues for Floresta Phase 3 with underground drainage and utility activities. Work is taking place for the Harborview Stormwater Retention Pond as well as improvements for the D-11 Canal. For more information on all phases of the Floresta Drive Project, please visit [www.florestadrive.com](http://www.florestadrive.com).

**US 1 Improvements:** The US 1 Landscaping project is complete and provides beautification improvements including irrigation and landscaping from the Martin County line to 150 feet North of SE Huffman Road. The project included large and small plants and turf as well as irrigation in some areas and stamped color concrete.



# ST. LUCIE WEST BOULEVARD

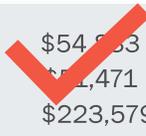
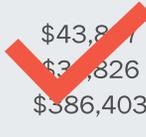
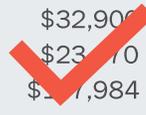


## DOLLARS SPENT TOWARDS GOAL

**\$1,032,035.30**

## 10-YEAR GOAL

**\$18,300,000.00**

LOCATIONS	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	REVISED BUDGET <sup>1</sup>	CONTRACT VALUE
<b>Cashmere Intersection</b> <ul style="list-style-type: none"> <li>Design</li> <li>CEI*</li> <li>Construction</li> </ul>	100%	02/2019	03/2020	\$500,000	N/A	 <ul style="list-style-type: none"> <li>\$54,833</li> <li>\$51,471</li> <li>\$223,579</li> </ul>
<b>Bayshore Intersection</b> <ul style="list-style-type: none"> <li>Design</li> <li>CEI*</li> <li>Construction</li> </ul>	100%	02/2019	03/2020	\$400,000	N/A	 <ul style="list-style-type: none"> <li>\$43,877</li> <li>\$37,826</li> <li>\$386,403</li> </ul>
<b>Peacock Intersection</b> <ul style="list-style-type: none"> <li>Design</li> <li>CEI*</li> <li>Construction</li> </ul>	100%	02/2019	03/2020	\$300,000	N/A	 <ul style="list-style-type: none"> <li>\$32,900</li> <li>\$23,770</li> <li>\$27,984</li> </ul>
<b>California Intersection</b> <ul style="list-style-type: none"> <li>Design</li> <li>CEI*</li> <li>Construction</li> </ul>		07/2024	12/2027	\$2,000,000	\$2,000,000	
<b>California Widening</b> <ul style="list-style-type: none"> <li>Design<sup>2</sup></li> <li>CEI*</li> <li>Construction</li> </ul>	1%	07/2024	12/2027	\$10,000,000	\$15,100,000	\$24,476
		07/2024	12/2025	\$1,100,000	\$1,500,000	
		07/2026	12/2027	\$1,500,000	\$2,000,000	
		07/2026	12/2027	\$7,400,000	\$11,600,000	

\*CEI: Construction Engineering Inspection Services

<sup>1</sup> Budgets have been revised for certain projects based upon escalating construction costs, which has been offset by higher-than-expected revenue.

<sup>2</sup> Pursuant to City Council direction, Staff have expedited the public involvement portion of the conceptual design and access management planning.



# SIDEWALKS

## DOLLARS SPENT TOWARDS GOAL

**\$5,589,666.93**

## 10-YEAR GOAL

**\$11,000,000.00**

LOCATIONS	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	REVISED BUDGET	CONTRACT VALUE
<b>Import Drive- Phase 2</b> (Inca to Savage) <ul style="list-style-type: none"> <li>Construction</li> </ul>	99%	3/2023	12/2023	<b>\$850,000</b>		\$1,285,247
<b>Abingdon Drive</b> (Import to Savona) Construction	99%	12/2023	6/2024	<b>\$650,000</b>		\$621,431
<b>Lakehurst Drive</b> (Bayshore to Ivanhoe) Design		TBD	TBD	-	-	
<b>SW Brescia St</b> North of SW Gatlin Blvd to SW Savage Blvd	86%	7/2025	9/2025	<b>\$215,666</b>		



Abingdon Sidewalk



# REPAVING



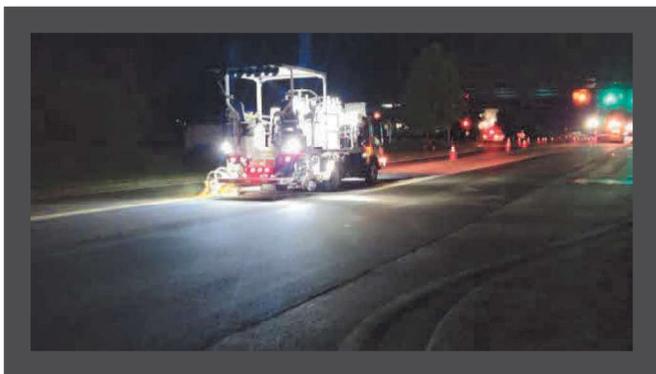
## DOLLARS SPENT TOWARDS GOAL

**\$11,826,236.55**

## 10-YEAR GOAL

**\$27,500,000.00**

LOCATIONS	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	REVISED BUDGET	CONTRACT VALUE
Rosser Reserve West	100%	10/2023	10/2024	\$282,903		\$253,549 ✓
Rosser Reserve Savona	100%	10/2024	10/2025	\$345,113	\$410,370	\$410,370 ✓
Tulip Park/Whispering Pines	100%	10/2024	10/2025	\$203,417		\$230,469 ✓
Southbend Lakes	100%	10/2024	10/2025	\$320,084		\$316,810 ✓
Oak Hammock	100%	10/2024	10/2025	\$275,379		\$313,168 ✓
Swan Park	100%	10/2024	10/2025	\$309,779	\$326,433	\$313,419 ✓
Rosser Reserve	100%	10/2024	10/2025	\$707,178	\$731,897	\$692,423 ✓
Floresta Pointe	100%	10/2024	10/2025	\$745,831		\$695,148 ✓
Rosser Reserve Woodland Trail Paar W	100%	10/2024	10/2025	\$233,815		\$225,262 ✓
Gatlin (PSL Blvd to I-95)		4/2027	9/2027	\$1,250,000		



Tulip Park / Whispering Pines



# TRAFFIC SIGNAL COORDINATION



DOLLARS SPENT TOWARDS GOAL

\$0

10-YEAR GOAL

\$0

LOCATIONS	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	REVISED BUDGET	CONTRACT VALUE
Port St Lucie Boulevard**		10/2027	03/2028	\$900,000		
Crosstown Parkway*		01/2028	06/2028	\$800,000		

\*Crosstown Parkway traffic signal adaptive coordination has been removed from the ½ Cent Sales Tax Projects list. This item was expedited and funded by the Crosstown Parkway Extension project. The adaptive coordination went live in May 2020.

\*\*The cost of Port St. Lucie Boulevard Adaptive Coordination was included in a bond issuance which expedited implementation of the adaptive system on Port St. Lucie Boulevard by approximately 5 years. The project was implemented in fiscal year 21/22.



# FLORESTA DRIVE



## DOLLARS SPENT TOWARDS GOAL

**\$64,291,817.14**

## 10-YEAR GOAL

**\$100,000,000.0**

LOCATIONS	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	REVISED BUDGET <sup>1</sup>	CONTRACT VALUE
<b>Southbend to Elkcam</b>		<b>05/2019</b>	<b>03/2022</b>	<b>\$8,000,000</b>	<b>\$8,000,000</b>	
• Design	100%	05/2019 <sup>2</sup>	12/2020	\$880,000		\$557,480
• CEI*	100%	09/2020	03/2022	\$1,200,000		\$1,200,000
• Construction	100%	09/2020	07/2022	\$5,920,000		\$12,381,774
<b>Elkcam to Crosstown</b>		<b>01/2020</b>	<b>06/2024</b>	<b>\$9,000,000</b>	<b>\$31,000,000</b>	
• Design	100%	01/2020	01/2022	\$990,000	\$1,300,000	\$1,484,280
• CEI*	100%	001/2022	12/2024	\$1,350,000	\$2,700,000	\$2,700,000
• Construction	100%	08/2022	12/2024	\$6,660,000	\$27,000,000	\$32,663,331
<b>Crosstown to Prima Vista</b>		<b>01/2020</b>	<b>06/2026</b>	<b>\$8,000,000</b>	<b>\$61,000,000</b>	
• Design	98%	01/2020	08/2022	\$880,000	\$1,300,000	\$1,376,307 <sup>3</sup>
• CEI*	14%	04/2024	06/2026	\$1,200,000	\$5,000,000	\$5,616,117
• Construction	22%	05/2024	04/2026	\$5,920,000	\$54,700,000	\$50,894,335 <sup>4</sup>

\*CEI: Construction Engineering Inspection Services

<sup>1</sup> Budgets have been revised for certain projects based upon escalating construction costs, which has been offset by higher-than-expected revenue.

<sup>2</sup> Phase 2 & 3 Amendment #7 = \$74,503 additional pond design, Phase 3 additional design for baffle boxes

<sup>3</sup> Phase 2 Construction Cost funded by the ½ Cent Sales Tax is \$28,664,870 and \$2,914,980 to be paid from Utilities

<sup>4</sup> Phase 3 Construction Cost funded by the ½ Cent Sales Tax is \$43,676,592, Utilities \$4,059,052, ARPA \$2,182,000 and Stormwater \$976,691



# TORINO INTERSECTION IMPROVEMENTS



## DOLLARS SPENT TOWARDS GOAL

**\$2,036,752.79**

## 10-YEAR GOAL

**\$2,000,000.00**

LOCATIONS	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	CONTRACT VALUE
<b>California Roundabout</b>		<b>01/2019</b>	<b>06/2020</b>	<b>\$1,000,000</b>	
• Design	100%	1/17/19	06/2019	\$110,000	\$148,992
• CEI*	100%	10/2019	06/2020	\$150,000	\$13,105
• Construction	100%	10/2019	06/2020	\$740,000	\$769,769 <sup>1</sup>
<b>Cashmere Roundabout</b>		<b>01/2019</b>	<b>06/2020</b>	<b>\$1,000,000</b>	
• Design	100%	1/21/19	06/2019	\$110,000	\$146,579
• CEI*	100%	10/2019	06/2020	\$150,000	\$13,105
• Construction	100%	10/2019	06/2020	\$740,000	\$786,720 <sup>1</sup>

\*CEI: Construction Engineering Inspection Services

<sup>1</sup>Original contract funded by the 1/2 Cent Sales Tax was \$1,392,059 and \$69,736 funded by Utilities. Amendment #1-4 and CO#1 adjusted the 1/2 Cent Sales Tax contract for Torino/Cashmere to \$749,731 Torino/Cashmere and Torino/California to \$737,022. New construction contract total funded by 1/2 Cent Sales Tax is \$1,486,753. Values noted in table above include portions funded by Utilities to encapsulate the full contract value.



Torino/Cashmere Roundabout



# US 1 IMPROVEMENTS



## DOLLARS SPENT TOWARDS GOAL

**\$3,554,867.51**

## 10-YEAR GOAL

**\$1,500,000.00**

TASK	PERCENTAGE COMPLETE	START DATE	END DATE	ESTIMATED BUDGET	REVISED BUDGET	CONTRACT VALUE
Landscaping & Irrigation Within City Limits				<b>\$1,500,000</b>		
<ul style="list-style-type: none"> <li>CEI</li> <li>Construction</li> </ul>	<p>100%</p> <p>100%</p>	<p>08/2022</p> <p>03/2023</p>	<p>12/2024</p> <p>12/2024</p>	<p>\$300,000</p> <p>\$1,200,000</p>		<p>\$286,996</p> <p><b>\$3,218,572*</b></p>

\*DIFFERENCE OF \$2,487,967 BETWEEN BUDGET AND CONTRACT AMOUNT IS FUNDED BY MOBILITY FEES



**FOR MORE INFORMATION, PLEASE VISIT: [CITYOFFPSL.COM/SALESTAX](http://CITYOFFPSL.COM/SALESTAX)**

## SPECIAL NOTES:

\*US 1 Improvements \$1,500,000 funded by Half Cent Sales Tax and \$2,487,967 by Mobility Fees.

- Only active projects are listed.** The Sidewalk Master Plan is being updated to include the Sales Tax funding. The update will be presented to City Council at the Summer Retreat.
- Only active projects are listed.** The Repaving Master Plan is being updated to include the Sales Tax funding. The update will be presented to City Council at the Summer Retreat.



# CITY OF PSL HALF-CENT SALES TAX MISC. EXPENDITURES



DESCRIPTION	ASSOCIATED PROJECT	\$
Signs/Bids etc.	ALL PROJECTS	\$5,800.79
Permits/Legal/Professional/Traffic etc.	TORINO ROUNDABOUTS	\$45,012.09
Property Appraisal & Property Purchase	SLW INTERSECTIONS	\$477,720.29
Irrigation Repairs etc.	SLW INTERSECTIONS	\$21,130.87
Striping/Professional Services	ALL SIDEWALKS	\$18,999.25
Property Fees/Appraisals/Professional Services, etc.	FLORESTA PH 1	\$350,836.38
Property Purchases	FLORESTA PH 1	\$491,004.93
Property Fees/Appraisals/Professional Services, etc.	FLORESTA PH 2	\$337,279.04
Property Purchases	FLORESTA PH 2	\$77,151.89
Property Fees/Appraisals/Professional Services, etc.	FLORESTA PH 3	\$34,017.69
Property Purchases	FLORESTA PH 3	\$178,950.82
	Total Miscellaneous Expenditures to date	<b>\$2,036,904.14</b>



# CITY OF PSL HALF-CENT SALES TAX EXPENDITURES



OBJECT EXPENDITURES	TOTAL 10 YEAR ADVERTISED BUDGET	REVISED BUDGET	INVOICES TO DATE FY 24/25 ACTUAL	PRIOR FISCAL YEARS' EXPENDITURES	GRAND TOTAL SPENT/INVOICED TO DATE	BUDGET REMAINING
ST LUCIE WEST BOULEVARD	13,200,000	18,300,000	0	1,032,035	1,032,035	17,267,965
SIDEWALKS	11,000,000	11,000,000	253,276	5,336,391	5,589,667	5,410,333
REPAVING	27,500,000	27,500,000	3,627,689	8,198,547	11,826,236	15,673,764
TRAFFIC SIGNAL COORDINATION	1,700,000	-	0	-	-	-
FLORESTA DRIVE	25,000,000	100,000,000	16,309,272	47,982,545	64,291,817	35,708,183
TORINO INTERSECTION IMPROVEMENTS	2,000,000	2,000,000	-	2,036,753	2,036,753	-36,753
US 1 IMPROVEMENTS	1,500,000	3,700,000	36,589	3,518,278	3,554,867	145,133
MISCELLANEOUS	-	-	517,435	1,519,469	2,036,904	-2,036,904
INTEREST ON INTERNAL BORROWING	1,107,461	0	-	-	-	0
CONTINGENCY/PARTICIPATORY BUDGETING	6,694,251	3,516,739	-	-	-	3,516,739
<b>TOTAL EXPENDITURES</b>	<b>\$89,701,712</b>	<b>\$166,016,739</b>	<b>\$20,744,261</b>	<b>\$69,624,018</b>	<b>\$90,368,279</b>	<b>\$75,648,460</b>

\*Reduced "Traffic Signal Coordination" Budget by removing \$1,700,000 earmarked for Crosstown Parkway and Port St. Lucie Boulevard Signal upgrades. These projects were expedited and funded by the Crosstown Parkway Extension project and a bond issuance. \$1,700,000 was removed from traffic signal coordination and will be utilized to offset other project cost increases.



# CITY OF PSL HALF-CENT SALES TAX REVENUE



RECEIPT DATE	MONTH	BUDGETED	ACTUAL CASH
FY 2018-19	Total Cash FY 18 - 19	\$4,375,000	\$4,340,333
FY 2019-20	Total Cash FY 19 - 20	\$7,653,300	\$7,996,372
FY 2020-21	Total Cash FY 20 - 21	\$7,921,469	\$9,537,550
FY 2021-22	Total Cash FY 21 - 22	\$8,388,493	\$12,071,124
FY 2022-23	Total Cash FY 22 - 23	\$10,348,715	\$13,007,024
FY 2023-24	Total Cash FY 23 - 24	\$12,318,575	\$13,531,305
FY 2024-25	Total Cash FY 24-25	\$13,991,410	\$14,505,573
ALL FISCAL YEARS HCSTx	Total Cash to date	\$64,996,962	\$74,989,281
Other Funding	Mobility Fees		\$2,487,967
	Utilities		\$5,597,368
	Grants		\$672,472
	Interlocal Agreement		\$337,758
	Road & Bridge		\$100,000
	Stormwater		\$1,150,677
ALL FISCAL YEARS	Total Invoices to date		(\$90,368,279)
ALL FISCAL YEARS	Total Cash Available: (Total Cash less Total Invoices)		(\$5,032,756)

This is a cash basis report. Therefore, it will not match the accrual basis financial statement revenue numbers.



**City of Port St. Lucie**  
**Infrastructure Surtax Citizens**  
**Oversight Committee**

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

**Meeting Minutes - Draft**

Robert Christian, Chair  
Kenneth Kroll, Vice Chair  
E. Theresa Bramble, Chair Pro-Tem  
Akua Prout  
Colleen Calvin, Member  
James Ashburn, Member  
Ernest Beaudoin, Member  
Donna Hudson, Alternate Member

---

**Friday, January 17, 2025**

**3:00 PM**

**City Hall, Room 366**

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**\*Addition of Item 6C\***

1. Call to Order

A Regular Meeting of the INFRASTRUCTURE SURTAX CITIZENS OVERSIGHT COMMITTEE of the City of Port St. Lucie was called to order by Chair Kroll on January 17, 2025, at 3:00 p.m., at Port St. Lucie City Hall, Room 366, 121 Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

Members Present:

Mr. Kroll  
Ms. Calvin  
Ms. Prout  
Mr. Christian  
Mr. Ashburn  
Donna Hudson, Alternate  
Ernest Beaudoin, Alternate

Members Not Present:

Ms. Bramble  
Ms. Herndon

3. Determination of Quorum

Mr. Kroll determined there was a quorum.

4. Approval of Minutes

**4.a** Approve the November 15, 2024, Infrastructure Sales Tax

**[2025-057](#)**

Oversight Committee Meeting Minutes.

Mr. Beaudoin moved to approve the November 15, 2024, Meeting Minutes. Mr. Christian seconded the motion, which passed unanimously by voice vote.

5. Public to be Heard

No one signed up to speak during this portion of the Agenda.

6. New Business

**6.a** Election of Committee Chair and Vice-Chair.

[2025-055](#)

The Deputy City Clerk asked that the Members execute their ballots for Chair, Vice Chair, and Chair Pro Tem. All present At-Large Members executed their paper ballot for the election of the Committee Chair. The Deputy Clerk announced Mr. Christian achieved the majority vote as the Committee's New Chair, and Mr. Kroll achieved the majority vote as the Committee's New Vice Chair. The Deputy Clerk announced a tie vote between Mr. Ashburn and Ms. Bramble. Mr. Ashburn withdrew his name from consideration; thus Ms. Bramble became the Committee's New Chair Pro-Tem.

There being no discussion, Ms. Prout moved to confirm Mr. Christian as Chair, Mr. Kroll as Vice Chair, and Ms. Bramble as Chair Pro-Tem. Vice Chair Kroll seconded the motion, which passed unanimously by voice vote.

**6.b** Approve the One Half-Cent Sales Tax FY25 First Quarter Update.

[2025-063](#)

Thomas Salvador, CIP & Sales Tax Project Group Manager, provided an overview of the Infrastructure One Half-Cent Sales Tax FY25 First Quarter Update. (Clerk's Note: A PowerPoint Presentation was shown at this time.)

Colt Schwerdt, Public Works Director, provided an update about the City's traffic signals.

Manager Salvador provided an update on resurfacing pavement and PSL Boulevard.

**6.c** Oath of Office for the Infrastructure Surtax Citizens Oversight Committee (OC)

[2025-085](#)

The Deputy City Clerk provided the Oath of Office to the Alternate Committee Members Donna Hudson and Ernest Beaudoin.

7. Unfinished Business

David Graham, Special Assistant to the City Manager, congratulated Chair

Christian and thanked Mr. Kroll for his years of service as Chair.

8. Adjourn

There being no further business, the meeting was adjourned at 4:47 p.m.

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Chair Christian

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Daisy Ruiz, Deputy City Clerk

**City of Port St. Lucie**  
**Infrastructure Surtax Citizens**  
**Oversight Committee**

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

**Meeting Minutes - Draft**

Robert Christian, Chair  
Kenneth Kroll, Vice Chair  
E. Theresa Bramble, Chair Pro-Tem  
Akua Prout  
Colleen Calvin, Member  
James Ashburn, Member  
Ernest Beaudoin, Member  
Donna Hudson, Alternate Member

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**Friday, April 25, 2025**

**3:00 PM**

**City Hall, Room 366**

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1. Call to Order

A Regular Meeting of the INFRASTRUCTURE SURTAX CITIZENS OVERSIGHT COMMITTEE of the City of Port St. Lucie was called to order by Chair Robert Christian on April 25, 2025, at 3:03 p.m., at Port St. Lucie City Hall, Room 366, 121 Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

Members Present:

Chair Christian

Vice Chair Kroll

Ms. Calvin

Ms. Prout

Mr. Ashburn

Mr. Beaudoin

Ms. Hudson, Alternate

Members Not Present:

Chair Pro Tem Bramble

3. Determination of Quorum

Chair Christian determined there was a quorum.

4. Approval of Minutes

**4.a** Approve the January 17, 2025, Infrastructure Sales Tax Oversight Committee Meeting Minutes.

[2025-388](#)

Mr. Beaudoin moved to approve the January 17, 2025, Meeting Minutes.

Vice Chair Kroll seconded the motion, which passed unanimously by voice vote.

5. Public to be Heard

Tony Acerra spoke about various issues on non-agenda items. He discussed the roundabout at Darwin and Paar.

Thomas Salvador, CIP & Sales Tax Project Group Manager, Colt Schwerdt, Public Works Director, and Margaret Carland, Senior Deputy Attorney, provided feedback to Mr. Acerra.

6. New Business

**6.a** Approve the One Half-Cent Sales Tax FY25 Second Quarter Update.

[2025-389](#)

Thomas Salvador, CIP & Sales Tax Project Group Manager, provided an overview of the Infrastructure One Half-Cent Sales Tax FY25 Second Quarter Update. (Clerk's Note: A PowerPoint Presentation was shown at this time.)

Mark Biegner, Senior Business Analyst, provided a financial update regarding the One Half-Cent Sales Tax for FY25 Second Quarter.

Vice Chair Kroll moved to approve the One Half-Cent Sales Tax FY25 Second Quarter. Mr. Beaudoin seconded the motion, which passed unanimously by voice vote.

7. Unfinished Business

There was nothing scheduled for this portion of the Agenda.

8. Adjourn

There being no further business, the meeting was adjourned at 3:30 p.m.

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Robert Christian, Chair

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Daisy Ruiz, Deputy City Clerk

**City of Port St. Lucie**  
**Infrastructure Surtax Citizens**  
**Oversight Committee**

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

**Meeting Minutes - Draft**

Robert Christian, Chair  
Kenneth Kroll, Vice Chair  
E. Theresa Bramble, Chair Pro-Tem  
Akua Prout, Member  
Colleen Calvin, Member  
James Ashburn, Member  
Ernest Beaudoin, Member  
Donna Hudson, Alternate Member

---

**Friday, July 18, 2025**

**3:00 PM**

**City Hall, Room 366**

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1. Call to Order

A Regular Meeting of the INFRASTRUCTURE SURTAX CITIZENS OVERSIGHT COMMITTEE of the City of Port St. Lucie was called to order by Chair Pro Tem Bramble July 18, 2025, at 3:10 p.m., at Port St. Lucie City Hall, Room 366, 121 Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call

Members Present:

Theresa Bramble, Chair Pro Tem  
Colleen Calvin  
James Ashburn  
Ernest Beaudoin

Members Not Present:

Robert Christian, Chair (Excused)  
Kenneth Kroll, Vice Chair (Excused)  
Akua Prout (Excused)  
Donna Hudson, Alternate

3. Determination of Quorum

The Chair Pro Tem determined that there was a quorum.

4. Approval of Minutes

**4.a** Approve the April 25, 2025, Infrastructure Sales Tax Oversight Committee Meeting Minutes.

[2025-678](#)

Mr. Beaudoin moved to approve the minutes. Ms. Calvin seconded the

motion, which passed unanimously by voice vote.

5. Public to be Heard

There was nothing to be heard under this item.

6. New Business

- 6.a** Approve the One Half-Cent Sales Tax FY25 Third Quarter Update.

[2025-679](#)

(Clerk's Note: A PowerPoint presentation was shown at this time.) Thomas Salvador, CIP & Sales Tax Project Group Manager, provided an update on projects such as Floresta Phase 2 & 3, sidewalks, repaving, traffic signal coordination, US 1 improvements, St. Lucie County Prima Vista Boulevard and explained the implementation schedule.

Mark Biegner, Senior Business Analyst, explained the revenue summary.

Mr. Beaudoin moved to approve the Half-Cent Sales Tax FY25 3rd Quarter report. Ms. Calvin seconded the motion, which passed unanimously by voice vote.

Mr. Ashburn inquired about the California Blvd design & construction budgets, to which Emily Seitter, CIP Administrator, replied that \$1.5 million was budgeted for design and \$14 million total was budgeted for the construction.

7. Unfinished Business

There was nothing heard under this item.

8. Adjourn

There being no further business, the meeting was adjourned at 3:24 p.m.

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Theresa Bramble, Chair Pro Tem

---

Shanna Donleavy, Deputy City Clerk



Agenda Summary  
2026-251

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.a

---

Placement: Consent Agenda

Action Requested: Motion / Vote

Approval of the February 23, 2026 Regular City Council Meeting Minutes

Submitted By: Calleigh Nazario, Acting 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: February 23, 2026 Regular City Council 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

## City Council

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

### Meeting Minutes - Final

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](http://www.cityofpsl.com/tv) for new public comment options.

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**Monday, February 23, 2026**

**6:00 PM**

**Council Chambers, City Hall**

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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 February 23, 2026, at 6:00 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

This item was Approved.

2. Roll Call

Councilmembers Present:

Mayor Martin

Vice Mayor Caraballo

Councilwoman Morgan

Councilman Pickett

Councilmembers Not Present:

Councilman Bonna

3. Invocation & Pledge of Allegiance

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

4. Proclamations and Special Presentations

**4.a** Award Presentation - PSL in Lights Home Outdoor Decorating Contest

[2026-147](#)

Makenzie Spittler, Communications, presented the awards to the contest winners.

Mayor Martin moved to approve agenda item 2026-147. The motion passed unanimously by roll call vote.

5. Public to be Heard

Isabella Rojas, Camp Kangaroo, announced the child bereavement camp happening on September 26-27, 2026.

6. Additions or Deletions to Agenda and Approval of Agenda

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

Councilman Pickett moved to approve agenda item [FILE\_NR]. Councilwoman Morgan seconded the motion. The motion passed unanimously by voice vote.

7. Approval of Consent Agenda

Vice Mayor Caraballo **moved** to approve the Consent Agenda. Councilwoman Morgan **seconded** the motion. The motion **passed unanimously** by voice vote.

Vice Mayor Caraballo moved to approve agenda item [FILE\_NR]. Councilwoman Morgan seconded the motion. The motion passed unanimously by voice vote.

**7.a** Approval of November 24, 2025 Regular City Council, [2026-204](#)  
December 8, 2025 Regular City Council and February 9, 2026  
Regular City Council Meeting Minutes

This Consent item was Approved the Consent Agenda.

**7.b** Ratify Amendment #1 and Approve Amendment #2 to [2026-074](#)  
Contract #20210038R2 for the Application of Chemicals &  
Fertilizer & IPM Services on Roadway & Medians.

This Consent item was Approved the Consent Agenda.

**7.c** Approve a Major Site Plan Amendment for Southern [2026-203](#)  
Grove-Plat No. 42 - TCC Tract "B" (P23-145-A1)

This Consent item was Approved the Consent Agenda.

**7.d** Approve Sole Source Contract #20260040 for Elevator [2026-177](#)  
Modernization at the Prineville Water Treatment Facility  
with Schindler Elevator Corporation.

This Consent item was Approved the Consent Agenda.

**7.e** Approve Amendment # 1 to Task Order #20250306 for [2026-200](#)  
Peacock Building Renovation - CMAR.

This Consent item was Approved the Consent Agenda.

- 7.f** Approve a Major Site Plan for Shoppes at Crosstown Parkway (P24-095). [2026-112](#)

This Consent item was Approved the Consent Agenda.

- 7.g** Approve Request by AccentCare Hospice & Palliative Care of the Treasure Coast, LLC in Collaboration with Seasons Hospice Foundation for the Promotion of Camp Kangaroo 2026 - Free Children's Bereavement Camp. [2026-198](#)

This Consent item was Approved the Consent Agenda.

### Approval of the Consent Agenda

#### 8. Second Reading of Ordinances

There was nothing scheduled for this item.

#### 9. Other Public Hearings

There was nothing scheduled for this item.

#### 10. First Reading of Ordinances, Public Hearing

- 10.a** Ordinance 26-18, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 57, Block 206, Port St. Lucie Section Thirteen, According to the Plat thereof, as Recorded in Plat Book 13, Pages 4, 4A through 4M, of the Public Records of St. Lucie County, Florida. [2026-123](#)

The Acting City Clerk read Ordinance 26-18 aloud by title only.

There being no discussion, Councilwoman Morgan moved to approve Ordinance 26-18. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

Councilwoman Morgan moved to approve agenda item 2026-123. Vice Mayor Caraballo seconded the motion. City CouncilThe motion passed unanimously by voice vote.

- 10.b** Ordinance 26-19, Public Hearing, Abandoning Portions of the Access and Utility Easements Affecting Parcel 1 of Gatlin Plaza Condominium, According to the Declaration of Condominium of Gatlin Plaza Condominium, Recorded in [2026-180](#)

Official Records Book 3904, Page 2468, of the Public Records of St. Lucie County, Florida.

The Acting City Clerk read Ordinance 26-19 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 26-19. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

Councilman Pickett moved to approve agenda item 2026-180. Councilwoman Morgan seconded the motion. City CouncilThe motion passed unanimously by voice vote.

- 10.c** Ordinance 26-20, Public Hearing, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 4, Block 2218, Port St. Lucie Section Thirty-Three, According to the Plat thereof, as Recorded in Plat Book 15, Pages 1, 1A through 1V, of the Public Records of St. Lucie County, Florida.

[2026-182](#)

The Acting City Clerk read Ordinance 26-20 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Ordinance 26-20. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

Vice Mayor Caraballo moved to approve agenda item 2026-182. Councilwoman Morgan seconded the motion. City CouncilThe motion passed unanimously by voice vote.

- 10.d** Ordinance 26-21, Public Hearing, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Authorizing and Directing the City Manager to Execute a Renewal Lease Agreement Between the City of Port St. Lucie and Port St. Lucie Police Athletic League, Inc. for Premises Located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

[2026-183](#)

The Acting City Clerk read Ordinance 26-21 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Ordinance 26-21. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote.

Councilman Pickett moved to approve agenda item 2026-183. Vice Mayor Caraballo seconded the motion. The City Clerk restated the motion as follows: to approve 2026-183. City CouncilThe motion passed unanimously

by roll call vote.

- 10.e** Ordinance 26-23, an Ordinance of the City of Port St. Lucie, Florida, Dissolving the Sundance Community Development District Pursuant to Section 190.046(10), Florida Statutes, and Repealing City Ordinance No. 2024-26; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

[2026-212](#)

The Acting City Clerk read Ordinance 26-23 aloud by title only.

There being no discussion, Councilwoman Morgan moved to approve Ordinance 26-23. Vice Mayor Caraballo seconded the motion, which passed unanimously by voice vote

Councilwoman Morgan moved to approve agenda item 2026-212. Vice Mayor Caraballo seconded the motion. City CouncilThe motion passed unanimously by voice vote.

## 11. Resolutions

- 11.a** Resolution 26-R14, Quasi-Judicial, Public Hearing, a Resolution Granting a Special Exception Use to Allow an Enclosed Assembly Area over 3,000 Square Feet, Without an Alcoholic Beverage License for On-Premises Consumption of Alcoholic Beverages, in the General Commercial (CG) Zoning District per Section 158.124(C)(2) of the Port St. Lucie Code of Ordinances for a Project Known as Andrews-David, Joann, Margaret - Children's Gym (P25-197).

[2026-205](#)

The Acting City Clerk administered the Oath of Testimony to staff and other interested parties and read Resolution 26-R14 aloud by title only. Mayor Martin asked if there were any ex-parte communications to disclose, to which there were none.

Ivan Betancourt, Planning and Zoning, stated that he had been sworn in, and that the file was given to the City Clerk's Office 5 days prior to entering into the record. He presented the request along with the background of the existing property. Mr. Betancourt informed the City Council that the Planning & Zoning Board recommended approval at their February 3, 2026, meeting.

Marie Rogers, applicant, gave a brief presentation and explained that the special exception request was for an inclusive, sensory-safe indoor play gym.

Vice Mayor Caraballo stated that she loved the concept and questioned whether Ms. Rogers planned on expanding the gym outdoors, to which Ms. Rogers responded that it would remain indoors and explained all safety measures that would be in place.

Councilman Pickett questioned if Ms. Rogers had any plans on painting the building or to add landscaping, to which she responded that it would be the landlord's responsibility.

Mayor Martin opened the public hearing, and with no one wishing to speak, closed the public hearing.

There being no further discussion, Vice Mayor Caraballo moved to approve Resolution 26-R14. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

Vice Mayor Caraballo moved to approve agenda item 2026-205. Councilman Pickett seconded the motion. The motion passed unanimously by voice vote.

- 11.b** Resolution 26-R15, Authorizing the Acquisition of Lots 17 through 21, Block 325, Port St. Lucie Section Twenty-Five, as Recorded in Plat Book 13, Pages 32, 32A through 32I, of the Public Records of St. Lucie County, Florida, for the Expansion of the Northport Utility Site. [2026-193](#)

The Acting City Clerk read Resolution 26-R15 aloud by title only.

There being no discussion, Councilwoman Morgan moved to approve Resolution 26-R15. Councilman Pickett seconded the motion, which passed unanimously by voice vote.

Councilwoman Morgan moved to approve agenda item 2026-193. Councilman Pickett seconded the motion. The motion passed unanimously by voice vote.

- 11.c** Resolution 26-R16, Authorization to Execute the Agreement for Amendment of Dedications on Plat Between Sundance Community Development District, Catalina Palms Homeowners Association, Inc., and the City of Port St. Lucie, Florida. [2026-213](#)

The Acting City Clerk read Resolution 26-R16 aloud by title only.

There being no discussion, Vice Mayor Caraballo moved to approve Resolution 26-R16. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

Vice Mayor Caraballo moved to approve agenda item 2026-213. Councilwoman Morgan seconded the motion. The motion passed unanimously by voice vote.

- 11.d** Resolution 26-R17, Requesting the Board of County Commissioners of St. Lucie County, Florida, to Adopt an Ordinance Calling for a Referendum on the 2026 General [2026-221](#)

Election Held on November 3, 2026, to Allow the Electors of St. Lucie County to Consider Extending the Levy of a One-Half Cent Infrastructure Surtax for an Additional Ten (10) Years.

The Acting City Clerk read Resolution 26-R17 aloud by title only.

There being no discussion, Councilman Pickett moved to approve Resolution 26-R17. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote .

Councilman Pickett moved to approve agenda item 2026-221. Councilwoman Morgan seconded the motion. The motion passed unanimously by voice vote.

## 12. Unfinished Business

There was nothing scheduled for this item.

## 13. New Business

### 13.a Approve the Purchase and Installation of a Sculpture for the Roundabout Located at SW Paar Drive and SW Savona Boulevard

[2026-178](#)

Bethany Grubbs, Planning and Zoning, stated that the item was an application for endorsement and selection of the Public Art Advisory Board's recommended artwork for the SW Paar Drive and SW Savona Boulevard newly constructed roundabout.

Josh Lapp, Designing Local, gave a brief presentation explaining that the art piece was constructed of stainless steel and acrylic, which was easy to clean.

Vice Mayor Caraballo inquired as to whether the artwork was being paid by the Art Fund, to which Ms. Grubbs responded in the affirmative. Vice Mayor Caraballo requested that the legislative text include the funding source to show that taxpayer dollars were not paying for public art.

There being no further discussion, Councilman Pickett moved to approve Item 13.a Purchase and Installation of a Sculpture for the Roundabout located at SW Paar Drive and SW Savona Boulevard. Councilwoman Morgan seconded the motion, which passed unanimously by voice vote.

Councilman Pickett moved to approve agenda item 2026-178. Councilwoman Morgan seconded the motion. The City Clerk restated the motion as follows: to approve 2026-178. The motion passed unanimously by roll call vote.

## 14. City Manager's Report

Mr. Merejo informed Council that on February 11th he released the City Manager's 2025 Annual Report. He also thanked the City Council for approving the five lots at the Northport Wastewater Treatment Plant, which would allow for expansion.

This item was Discussed.

15. Councilmembers Report on Committee Assignments

Councilwoman Morgan - Attended the Tourist Development Committee, the Council Winter Workshop, spoke at the Little League opening day, and informed everyone that the free Household Hazardous Waste Collection Day was going to be held on Saturday, March 7th from 8:00 am to noon.

Councilman Pickett - Attended a retirement party for his past commander, attended the Italian Fest, the Council Winter Workshop, Rosser Lakes Tree Planting, and ran in a 5k.

Vice Mayor Caraballo - Attended the IRSC Promise Leadership meeting, Treasure Coast Regional League of Cities executive meeting, Coffee with the Council, Council Winter Workshop, Youth Council, Rosser Lakes press conference, and gave a shout-out to her dad for his milestone birthday. She also informed residents about FAM jam which will be on February 28, 2026, from 5-9 pm.

Mayor Martin - Thanked the City Manager and staff for all the hard work put in for the Winter Workshop. She attended the Rosser Lakes Tree Planting and explained that the Trust would secure green spaces, which was a top priority for residents and the City Council. Mayor Martin also informed residents that the Love Your Block Grant application was open until March 31st.

This item was Discussed.

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 6:45 p.m.

\_\_\_\_\_  
Calleigh Nazario, Acting City Clerk

\_\_\_\_\_  
Daisy Ruiz, Deputy City Clerk



Agenda Summary  
2026-199

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.b

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Sponsorship Request from The Treasure Coast Black Chamber of Commerce

Submitted By: Nan Krushinski, Special Events Director.

Strategic Plan Link: The City's Mission to be responsive to our community.

Executive Summary (General Business): The Treasure Coast Black Chamber of Commerce is hosting the 2<sup>nd</sup> Annual Juneteenth 5k Walk/Run 2026 on Saturday, June 13, 2026, at 7 a.m. This event is set to be held at Clover Park Mets Stadium. This is a request that the City sponsor this cultural and recreational event with promotional support and the use of the City logo.

Presentation Information: N/A

Staff Recommendation: Move that the Council find that the sponsorship of the event serves a valid public and/or municipal purpose and approve sponsorship items.

Alternate Recommendations:

1. Move that the Council amend the recommendation, find that the sponsorship of the event serves a valid public and/or municipal purpose, and approve selected items.
2. Move that the Council not approve the request and provide staff direction.

Background: The Treasure Coast Black Chamber of Commerce is requesting endorsement of the following items, which are in line with other sponsorship requests approved by the City Council:

1. Use of the City Logo on advertising materials,
2. Promotional support of the event.

Issues/Analysis: N/A

Financial Information: N/A.

Special Consideration: N/A

Location of Project: Clover Park Mets Stadium

Attachments: N/A

*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.*

LEGAL SUFFICIENCY REVIEW: N/A



## Agenda Summary

2026-230

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.c

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Continued Sponsorship of the 2026 Earth Day Festival.

Submitted By: Kristina Ciuperger, Assistant City Manager.

Strategic Plan Link: The City's Goal to enjoy culture, nature and fun activities.

Executive Summary (General Business): St. Lucie County's Environmental Resources Department is requesting the City continue as a sponsor and participant in the 2026 Earth Day Festival being held at the Oxbow Eco-Center on April 18th. This will be the sixth year the City has participated in this action and awareness event. Staff from KPSLB and Naturally PSL will attend the event.

Presentation Information: Erin Cartmill, Education & Outreach Manager will be available for questions.

Staff Recommendation: Move that the Council approve the sponsorship request which includes a \$2,500 sponsorship contribution. This will match the City's previous sponsorship participation from 2021, 2022, 2023, 2024 and 2025.

Alternate Recommendations:

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

Background: N/A.

Issues/Analysis: Staff is asking for Council support to continue the monetary sponsorship, and use of the City Logo on event materials.

Financial Information: The requested amount of \$2500 has not been budgeted. If approved, staff will process a budget amendment or transfer the funds at the end of the year per direction from the Office of Management and Budget.

Special Consideration: N/A.

Location of Project: Oxbow Eco-Center.

Attachments:

1. Email from Erin Cartmill, Education & Outreach Manager,

2. Earth Day Sponsorship Packet.

*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:** [Erin Cartmill](#)  
**To:** [Erin Cartmill](#)  
**Cc:** [Amy Griffin](#)  
**Subject:** St. Lucie Earth Day Festival 2026 Sponsorship Opportunity  
**Date:** Tuesday, February 10, 2026 1:02:35 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[Earth Day Sponsorship Pkt 2026.pdf](#)

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Dear Community Partner,

We're inviting you to be a supporter of *Earth Day 2026* by becoming a sponsor of the St. Lucie Earth Day Festival on **Saturday, April 18<sup>th</sup>**. Hosted by St. Lucie County's Environmental Resources Department and celebrating its 22nd Anniversary, this festival has grown into one of the most popular FREE family-friendly events on the Treasure Coast with **over 7,000 visitors**. It is a celebration of the people, businesses, organizations, and agencies working together to ensure the health and well-being of our citizens, natural resources, and economic vitality!

Situated throughout the grounds and nature trails of the Oxbow Eco-Center (5400 NE St. James Dr. Port St. Lucie) the festival will feature exhibitors, vendors, and performers from all over the region sharing resources and entertainment. Interactive exhibits will cover topics such as sustainability, food systems, environmental conservation, Florida heritage, and water quality.

This is an exceptional opportunity to draw attention to your commitment to the people and natural resources of the St. Lucie community. The sponsorship packet attached offers a variety of levels and options to best match your business. Marketing campaigns will include a multitude of social media, webpage, radio, television and print advertisements, assuring your support for this year's festival will be meaningful and worthy.

St. Lucie County is proud and grateful to have citizens and businesses like you who are essential for creating a healthy, thriving and engaged community. You're encouraged to contact us directly if you have any questions or ideas you'd like to discuss.

Sincerely,

*Amy Griffin & Erin Cartmill*

Environmental Resources Director & Education and Outreach Manager

**Erin Cartmill | Education & Outreach Manager | Environmental Resources Department**

Ph: 772-785-5843 | 5400 NE St. James Dr., Port St. Lucie 34983

[facebook.com/stluciegov](https://facebook.com/stluciegov) | [twitter.com/stluciegov](https://twitter.com/stluciegov) | [instagram.com/stluciegov](https://instagram.com/stluciegov) | [youtube.com/stluciegov](https://youtube.com/stluciegov)



**APRIL 18**  
2026  
AT THE  
OXBOW ECO-CENTER  
[StLucieEarthDay.com](http://StLucieEarthDay.com)

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Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.



**St. Lucie Earth Day Festival**  
Oxbow Eco-Center  
5400 NE St. James Drive  
Port St. Lucie, Florida 34983  
772-785-5833

February 2, 2026

Dear Community Partner,

We're inviting you to be a supporter of the 22nd annual St. Lucie Earth Day Festival by becoming an individual or business sponsor. This is an exceptional opportunity to draw attention to your commitment to the people and resources of the St. Lucie community. The St. Lucie Earth Day Festival, hosted by St. Lucie County's Environmental Resources Department, is one of the most popular events on the Treasure Coast; last year we saw over 7,000 visitors! This year's event is **Saturday April, 18th** at the Oxbow Eco-Center (5400 NE St. James Dr. Port St. Lucie) and will highlight both local organizations and businesses as well as global environmental issues.

The festival will feature exhibitors, vendors, and performers from all over the region sharing resources and entertainment, covering topics such as sustainability, resiliency, food systems, environmental conservation, Florida heritage, and water quality. It is a celebration of the people, businesses, organizations, and agencies working together to ensure the health and well-being of our citizens, waterways, and economic vitality!

A sponsorship is a fantastic opportunity to showcase your business to Treasure Coast residents. Select the level that best suits your business, or if you would like to offer in-kind support or donate to our silent auction please let us know. Keep in mind that the event will be promoted well in advance of April, so the sooner you let us know your level of sponsorship, the more your organization will be seen and noticed. Marketing campaigns include a multitude of social media, web, radio, television and print advertisements, assuring your support of this year's festival will be meaningful and worthy.

St. Lucie County is proud and grateful to have citizens and businesses like you who are essential for creating a healthy, thriving and engaged community. You're encouraged to contact us directly if you have any questions or ideas you'd like to discuss. Together we'll celebrate Earth Day at the 2026 Festival with fun, notable and impactful opportunities for everyone in St. Lucie's communities.

Sincerely,

*Amy Griffin & Erin Cartmill*

Environmental Resources Director \* [amy.griffin@stlucieco.gov](mailto:amy.griffin@stlucieco.gov) \* [www.StLucieEarthDay.com](http://www.StLucieEarthDay.com) \* 772-462-2531  
Education & Outreach Manager \* [erin.cartmill@stlucieco.gov](mailto:erin.cartmill@stlucieco.gov) \* [www.StLucieEarthDay.com](http://www.StLucieEarthDay.com) \* 772-785-5843





2 0 2 6

**St. Lucie Earth Day Festival**  
 Oxbow Eco-Center  
 5400 NE St. James Drive  
 Port St. Lucie, Florida 34983  
 772-785-5833

**SPONSORSHIP OPPORTUNITIES**

**SKY'S THE LIMIT SPONSORSHIP** **\$10,000 +**

- ◆ Recognition trailside bench with plaque at County Preserve
- ◆ Prominent visibility on marketing materials and festival grounds
- ◆ Name recognition on radio spots
- ◆ Highlight in Social Media Advertisement
- ◆ Premiere Earth Day Exhibitor Space

**SUMMIT SPONSORSHIP** **\$5,000**

- ◆ Tree planted in your name with recognition plaque
- ◆ Prominent visibility on marketing materials and festival grounds
- ◆ Highlight in Social Media Advertisement
- ◆ Premiere Earth Day Exhibitor Space

**SUSTAINABLE SPONSORSHIP** **\$2,500**

- ◆ Prominent visibility on marketing materials and festival grounds
- ◆ Highlight in Social Media post
- ◆ Premiere Earth Day Exhibitor Space

**STEWARDSHIP SPONSORSHIP** **\$1000**

- ◆ Prominent visibility on marketing materials and festival grounds
- ◆ Premiere Earth Day Exhibitor Space

**SUPPORTING SPONSORSHIP** **\$500**

- ◆ Visibility on marketing materials and festival grounds

\*\*\*The earlier sponsorships forms are received, the greater the exposure from marketing materials.\*\*\*

*Your gift is tax deductible to the extent of federal law. Please consult your tax advisor.*



2 0 2 6

St. Lucie Earth Day Festival  
Oxbow Eco-Center  
5400 NE St. James Drive  
Port St. Lucie, Florida 34983  
772-785-5833

**YES! We want to sponsor the St. Lucie Earth Day Festival!**

**Indicate sponsorship level desired:**

Sky's the Limit Sponsor \$10,000 +

Stewardship Sponsor \$1,000

Summit Sponsor \$5,000

Supporting Sponsor \$500

Sustainable Sponsor \$2,500

Other Amount \$\_\_\_\_\_

SPONSOR NAME: \_\_\_\_\_ WEBSITE: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Are there other ways you'd like to participate in the Festival ? (stewardship / volunteer project; in-kind, etc.) \_\_\_\_\_

**PAYMENT:** Payments can be made by check or credit card:

**Please invoice me**

**Enclosed is my check to:** SLC Oxbow Eco-Center; Mail to: 5400 NE St. James Drive, Port St. Lucie, FL 34983

**I would like to pay by credit card**

Please contact me for payment

Please contact my associate for payment

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**EMAIL FORM** to: erin.cartmill@stlucieco.gov

**LOGO:** Please send compressed, highest resolution PDF, JPEG, or TIFF document to erin.cartmill@stlucieco.gov

Questions? Call Oxbow Staff at (772) 785-5833





Agenda Summary  
2026-241

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.d

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Sponsorship Request from the weVENTURE Women’s Business Center for the Upcoming Psychological Marketing Strategies Event

Submitted By: Jennifer Davis, Community Redevelopment Agency Director

Strategic Plan Link: The City’s Mission to be responsive to our community.

Executive Summary (General Business): The City of Port St. Lucie (“City”) is partnering with the weVENTURE Women’s Business Center to make business education and coaching service more accessible to local entrepreneurs.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve requested sponsorship

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve
2. Move that the Council not approve the request and provide staff direction

Background:

The weVENTURE Women’s Business Center is requesting endorsement of the following items for their upcoming Psychological Marketing Strategies event, which is in line with other sponsorship requests approved by City Council:

1. Use of the City Logo on advertising materials; and
2. Partnership with the City’s Communications Department for promotional support of the event.

The event is scheduled to be held on Thursday, April 9<sup>th</sup>, 2026, from 5 pm to 7 pm at the Port St. Lucie Community Center, which is located at 2195 SE Airoso Blvd, Port St. Lucie, FL 34984.

Issues/Analysis: The Communications Department has been advised of this request for assistance and will respond accordingly upon approval from City Council.

Financial Information: N/A

Special Consideration: N/A

Location of Project: The event will be held at the Port St. Lucie Community Center, 2195 SE Airoso Blvd., Port

St. Lucie, FL 34984.

Attachments: Event flyers

*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.*

LEGAL SUFFICIENCY REVIEW:

N/A



Sondée Lima  
Business Coach

9  
APRIL  
5-7PM

# PSYCHOLOGICAL MARKETING STRATEGIES

Come Learn How to Engage Your  
Customers to Grow Your Business.

Port St. Lucie Community Center





## Agenda Summary

2026-225

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.e

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Placement: Consent Agenda

Action Requested: Motion / Vote

**Approve the Declaration of City Departments' Fixed Asset Items as Surplus Property and Authorize the Sale of Such Surplus Property.**

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

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

Executive Summary (General Business): Declaring the City department assets listed in the attached Equipment List as surplus property and authorizing the sale of such surplus property, which is estimated to net over \$15,000.00 in revenue, complies with City Code and Policy.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the declaration of the City department assets in the attached Equipment List as surplus property and authorize the sale of such surplus property.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the declaration of the City department assets in the attached Equipment List as surplus property and authorize the sale of such surplus property.
2. Move that the Council not approve the recommendation and provide staff with direction.

Background: Section 35.20 of the City's Code of Ordinances provides that no City-owned property is considered surplus until it is declared surplus by the City, and that the disposal of surplus property is administered in accordance with City policies and procedures. Section VI of the City's Capital Asset Policy (City Council Directed Policy #19-01) requires that all sales of surplus property exceeding \$15,000.00 in net revenue to the City will be approved by City Council, prior to completing the sale or conducting the sales event. Each item in the attached Equipment List is estimated to net more than \$15,000.00 in revenue to the City at auction. Accordingly, staff is requesting that the City Council approve the City's declaration of the listed assets as surplus, as well as the sale of the surplus equipment.

Issues/Analysis: PMD staff has received the attached Equipment List of items being prepared for auction that have potential to sell for an amount in excess of the stated policy threshold at auction and recommends approval.

Financial Information: Selling the equipment will result in revenue to the City.

Special Consideration: N/A

Location of Project: N/A

Business Impact Statement: N/A

Attachments: 1. Equipment List  
2. Capital Asset Policy

*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

Item	Unit #	Assest #	Year	Make	Model	Vin #	Dept.	Location	Surplus ID #
1	PWS-5731	15350-00	2009	International	DuraStar Sweeper	1HTJTSKN99H155731	PW	Cameo	882
2	PWD-6034	12778-000	2007	Ford	F-450 DB	1FDXW46P07EA26034	PW	Cameo	898
3	UWD-2028	8216-000	2002	International	7400 Dump	1HTWHADR73J062028	Util	Northport lot	3130



CITY COUNCIL DIRECTED POLICY
Policy # 19-01 ccd

Complete all fields that apply. For those that do not, enter N/A.

TO: City Council

FROM: Russ Blackburn, City Manager

EFFECTIVE DATE: 10/1/2018

INITIATED BY: Industry Best Practices

POLICY TITLE: City of Port St. Lucie Capital Asset Policy

PURPOSE STATEMENT

To provide effective guidelines, set responsibilities for the acquisition, depreciation and disposal of the City's capital assets including setting procedures to monitor and account for small and attractive assets.

DEFINITIONS

N/A

POLICY

I. Capital Assets and Capitalization Thresholds

A capital asset is real or personal property that has a cost equal to or greater (each individual item) than the cost noted by each class and has an estimated useful life of at least two years. When federal or state grant funds are used to purchase capital assets each individual item purchased that has a cost equal to or greater than \$5,000 shall be capitalized. The City of Port St. Lucie reports capital assets under the following categories:

- 1. Land and land improvements (\$100,000 capitalization threshold),
2. Buildings and building improvements (\$100,000 capitalization threshold),
3. Infrastructure and infrastructure improvements (\$100,000 capitalization threshold),
4. Improvements other than buildings (\$100,000 capitalization threshold),
5. Property under capital lease (\$100,000 capitalization threshold),
6. Construction work in progress (\$100,000 capitalization threshold),
7. Machinery and equipment (\$5,000 capitalization threshold),
8. Computer software (\$100,000 capitalization threshold).

II. Reporting Capital Assets

Capital assets should be reported at purchase cost. The cost of a capital asset should include ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges include costs that are directly attributable to asset acquisition, such as freight and transportation charges, site preparation costs, and professional fees.

Donated capital assets should be reported at their estimated fair market value at the time of acquisition plus ancillary charges, if any. Valuation techniques are used to determine fair value. The City should use valuation techniques that are appropriate under the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use



## CITY COUNCIL DIRECTED POLICY

### Policy # 19-01 ccd

of unobservable inputs. The City will use valuation techniques consistent with one or more of the three approaches identified in Statement No. 72 of the Governmental Standards Board "*Fair Value Measurement and Application*" to measuring fair value: the market approach, cost approach, and income approach.

When the historical/purchase cost of a capital asset is not practicably determinable, the estimated historical cost of the asset should be determined by appropriate methods and recorded. Estimated historical costs should be so identified in the record.

The basis of valuation for capital assets constructed by the City should be the costs of material, direct labor, and overhead costs identifiable to the project.

The Financial Management Department is responsible for correctly reporting these assets at the date of acquisition. Any improvements made to a capital asset that extends the useful life of the asset beyond one year should be capitalized.

### III. Depreciating Capital Assets

Capital assets shall be depreciated over their estimated useful lives unless they are:

1. Inexhaustible (i.e. land and land improvements)
2. Construction work in progress

It is the responsibility of the Financial Management Department to estimate the useful life of each capital asset. The straight-line method will be used to calculate depreciation for each capital asset recorded in the property system starting with the month that the asset is received by the city. The Financial Management Department is responsible for recording the assets in the correct general ledger codes/account numbers.

### IV. Physical Inventory

A bi-annual (once every other year) physical inventory shall be taken and reviewed by the assigned custodian in each department. The inventory is taken using a preprinted capital asset register with any variances between the register/listing and physical inventory reconciled as follows:

1. Identify those assets that were purchased or transferred in, but not added to or changed on, the individual capital asset records or listing of small attractive assets.
2. Investigate the disposal or transfer out of assets not located.

### V. Capital Asset Definitions and Categories

#### A. Land and Land Improvements

Land is the surface or crust of the earth, which can be used to support structures, and may be used to grow grass, shrubs, and trees.

Land improvements consist of betterments, site preparation, and site improvements that ready land for its intended use. The cost associated with land improvements is added to the cost of land. Land and land improvements should not be depreciated.



## CITY COUNCIL DIRECTED POLICY

### Policy # 19-01 ccd

Examples of items to be capitalized as land and land improvements are:

1. Purchase price or fair market value at time of gift;
2. Commissions;
3. Professional fees (i.e. title searches, architect, legal, engineering, appraisal, surveying, environmental assessments, etc.);
4. Land excavation, fill, grading, and drainage;
5. Demolition of existing buildings and improvements (less salvage);
6. Removal, relocation, or reconstruction of property of others (i.e. railroad, telephone, and power lines, etc.).

Items such as roads, bridges, and paved parking lots are not considered land improvements but are considered infrastructure.

#### B. *Buildings and Building Improvements*

A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. A building is generally used to house persons, property, and fixtures attached to and forming a permanent part of such a structure.

Building improvements are capital events that materially extend the useful life of a building or increase the value of a building, or both beyond one year. Building improvements should not include maintenance and repairs done in the normal course of business.

Examples of items to be capitalized as buildings and building improvements are:

1. Original purchase price of the building;
2. Expenses for remodeling, reconditioning, or altering a purchased building to make it ready to use for the purpose for which it was acquired;
3. Environmental compliance (i.e. asbestos abatement);
4. Professional fees (i.e. legal, architect, inspections, and title searches);
5. Cancellation or buyout of existing leases;
6. Completed project costs of constructed buildings;
7. Cost of building permits;
8. Permanently attached fixtures or machinery that cannot be removed without impairing the use of the building;
9. Additions to buildings (i.e. expansions, extensions, or enlargements);
10. Conversion of attics and basements to usable space;
11. Structures attached to the building such as covered patios, garages and enclosed stairwells;
12. Installation or upgrade of heating and cooling systems, including ceiling fans and attic vents;
13. Original installation or upgrade of wall or ceiling covering such as carpeting, tiles, paneling or parquet;



## CITY COUNCIL DIRECTED POLICY

### Policy # 19-01 ccd

14. Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing;
15. Installation or upgrade of window or doorframe, upgrading of windows or doors, built-in closet and cabinets;
16. Interior renovation associated with casings, baseboard, light fixtures and ceiling trim;
17. Exterior renovation such as installation or replacement of siding, roofing, or masonry;
18. Installation or upgrade of plumbing and electrical wiring;
19. Installation or upgrade of phone or closed-circuit television systems, networks, fiber optic cable, or wiring required in the installation of equipment (that will remain in the building).

Examples of items to be considered maintenance and repairs and not capitalized as buildings are:

1. Adding, removing, and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
2. Improvement projects of minimal or no added life expectancy and/or value to the building
3. Plumbing or electrical repairs
4. Cleaning, pest extermination, or other periodic maintenance
5. Interior decorations such as draperies, blinds, curtain rods and wallpaper
6. Exterior decoration such as detachable awnings, uncovered porches and decorative fences
7. Maintenance-type interior renovation such as repainting, touch-up plastering, replacement of carpet, tile, or panel sections, sink and fixture refinishing
8. Maintenance-type exterior renovation such as repainting, replacement of sections of deteriorated siding, roof, or masonry

The list of examples provided above is not intended to be all-inclusive.

#### C. *Infrastructure and Infrastructure Improvements*

Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, drainage systems, water and sewer systems, and street lighting systems. Infrastructure assets shall be capitalized and depreciated.

Improvements made to infrastructure assets that extend the useful lives or increase the value of the assets, or both, beyond one year should be capitalized.

#### D. *Capital Assets under Lease*

Assets shall be capitalized if the lease agreement meets the capitalization thresholds noted in Section I of this policy.

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction.



## CITY COUNCIL DIRECTED POLICY

### Policy # 19-01 ccd

A lease that does not meet the capitalization thresholds noted shall be expensed as the costs are incurred.

#### E. *Construction Work in Progress*

Construction work in progress reflects the economic construction activity status of buildings and other structures, infrastructure, additions, alterations, reconstruction, and installation, which are substantially incomplete. The cost of construction work in progress should not be depreciated. Construction work in progress assets should be capitalized to their appropriate capital asset categories upon the earlier occurrence of execution of substantial completion contract documents, occupancy, or when the assets are placed into service. It is the Financial Management Department's responsibility to track all costs related to construction work in progress so that the final value of the constructed asset is correctly captured. Departments should not use multiyear appropriations for a project to circumvent the capitalization threshold for the project.

#### F. *Machinery and Equipment*

Machinery and Equipment include capital or movable tangible assets to be used for operations, the benefits of which extend beyond one year from date of receipt. Examples of machinery and equipment are front end loaders, large lawn mowing equipment, backhoes, and vehicles.

#### G. *Computer Software*

Computer software that is either purchased or internally developed shall be capitalized as capital assets if the cost of the computer software exceeds \$100,000. Capitalization of computer software includes software license fees if the total dollar amount of the fee divided by the number of units served (terminals) exceeds the threshold.

For internally developed software, only costs associated with the application development phase shall be capitalized. Costs associated with the preliminary project and the post-implementation/operating phases should be expensed as incurred. Costs to develop or obtain software that allows for access or conversion of old data by new information systems should also be capitalized. General and administrative costs and overhead expenditures associated with software development shall not be capitalized.

### VI. **Surplus and Scrap Disposal**

The City Manager or designee shall have the authority to require reports from all City departments indicating all commodities or capital items, which are no longer used, or which have become obsolete or worn out. The City Manager or designee shall have the authority to transfer these items from one department to another, or to exchange or trade for new supplies or capital items. In addition, material that is not on the asset register, with no resale value and/or a scrap value of less than \$2,500, may be scrapped as the need arises. A list of such items shall be provided to the City Manager or designee for permanent record.



## CITY COUNCIL DIRECTED POLICY

### Policy # 19-01 ccd

In the interest of conserving space and eliminating storage problems and hazardous conditions, the City Manager or designee shall have the authority to periodically sell City property which has become unsuitable for City use on online auctions under the terms and general conditions as detailed in the contract competitively obtained. All such sales will be to the highest responsible bidder.

Items of an unusual nature which would not normally be sold at an auction will be abstracted from the list and submitted to council with a recommended means of sale or disposal.

Whenever the city determines to remove or replace capital equipment items that no longer serve a productive or useful public purpose, within 60 days of the receipt, field testing and acceptance of the newly purchased item (whichever tasks are applicable), the city will initiate a process to dispose of those replaced items in a manner which best serves the economic and operational needs of the city. Such items would include but are not limited to: cars, trucks, other vehicles and vehicle accessories, power equipment, computer and other communications equipment and office furnishings. The Financial Management Department and/or the Facilities Maintenance Department will determine the best, most cost-effective method of removal/disposal of said items. Disposal shall be in a commercially reasonable manner that may be by public sale, auction, trade-in or other documented verifiable means. All transactions of public property as defined herein will be fully documented and said records retained in accordance with applicable local and state guidelines.

The City Manager or designee shall be authorized to approve all sales where the net revenue to the City does not exceed \$15,000. All sales exceeding \$15,000 in net revenue to the City will be approved by City Council, prior to completing the sale or conducting the sales event.

Relinquishing City real property (land) is governed by Policy #18-01ccd and is not regulated by this policy.

#### **VII. Small Attractive Assets**

Property that is highly prone to theft must be safeguarded and controlled. An annual inventory of such items shall be maintained by the individual departments. Inventory sheets shall be turned in to the Financial Management Department for asset list verification.

Sensitive items include but are not limited to:

1. Computer equipment,
2. Laptop and desktop computers,
3. iPads,
4. Weed Eaters,
5. Generators,
6. Power and hand tools,
7. Chain saws,
8. Televisions,
9. Two-way radios,
10. Cell phones,
11. Guns,
12. Lawnmowers (under the capitalization amount of \$5,000),
13. Video and Digital Cameras,
14. Drones.



Agenda Summary  
2026-231

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.f

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Amendment #4 to Contract #20250012 for BMX Adaptive Racetrack Facility, Pump Track and Bicycle Safety Learning Facility.

Submitted By: Alaina Knofla, Procurement Manager, Procurement Management Division (PMD).

Strategic Plan Link: The City's Goal to Enjoy Culture, Nature and Recreation.

Summary Brief (Agreements/Contracts only)

1. Prepared by: Alaina Knofla, Procurement Manager (PMD).
2. Parties: City of Port St. Lucie and Action Sports Design, LLC.
3. Purpose: Stabilize the future 242-space parking area identified as Phase Two on the approved site plan and advance it into Phase One to support BMX programming and event-related parking demand. The proposal will also include pricing to stabilize the drive connection to the adjacent K-8 school site to provide an additional exit after large events.
4. New/Renewal/Modified: Modified.
5. Duration: Amendment #4 extends the contract period through May 25, 2026.
6. Benefits to Port St. Lucie: Stabilizing the 242-space parking area identified on the approved plans will provide additional parking capacity necessary to support BMX programming, large-scale races, overflow parking, and RV accommodations. Advancing this improvement into Phase One will allow the park to open with adequate parking infrastructure, improve traffic circulation during events, and enhance overall park functionality. Including pricing to stabilize the drive connection to the adjacent K-8 school site will provide an additional exit route after large events and help reduce traffic congestion near the roundabout at Tradition Parkway and Fern Lake Circle. Utilizing the contractor currently mobilized on-site minimizes duplication of mobilization costs, preserves construction continuity, and supports timely activation of the park.
7. Cost to Port St. Lucie (Annual and Potential): An additional \$585,000.00 for a new Contract total of \$6,232,562.00.

Presentation Information: N/A.

Staff Recommendation: Move that the Council waive the formal bidding under City Code of Ordinances, Section 35.08(c), for good cause shown, and approve Amendment #4 to Contract #20250012.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Amendment #4 to Contract #20250012.

2. Move that the Council not approve Amendment #4 to Contract #20250012 and provide staff with direction.

Background: The City of Port St. Lucie is under construction at Tradition Regional Park, including development of the all-wheeled adaptive track by Action Sports Design under the direction of Mike McIntyre. The park site plan identifies a future 242-space parking area as Phase Two improvements to support park programs and event demand. It was originally expected that Mattamy Homes would stabilize this parking area through one of its subcontractors. Mattamy has since declined to perform that work. The City's goal has been to complete Phase I construction by March 2026. Given scheduled BMX events and anticipated large races, additional parking is needed before the park opens. The site plan also shows a future drive connection toward the adjacent K-8 school site. Pricing will be included to stabilize this connection to provide an additional exit after large events.

Issues/Analysis: Good cause exists to waive the competitive solicitation requirements of the City's Purchasing Policy. Action Sports Design is currently under contract and actively mobilized on-site performing related park improvements. The stabilization of the 242-space parking area is directly associated with the overall park construction currently underway. Issuing a separate competitive solicitation for this work would require additional procurement time, contractor selection, mobilization, coordination, and site integration, which would materially delay park opening and impact scheduled BMX events. Such delay would negatively affect operational readiness, event functionality, and traffic management. Utilizing the existing on-site contractor preserves construction continuity, avoids redundant mobilization costs, minimizes administrative delay, maintains the project schedule, and supports operational readiness for scheduled events. The stabilization effort does not constitute a new standalone capital project but advances a parking improvement already identified and contemplated within the approved park plans. Advancing this improvement into Phase One ensures that the park opens with sufficient infrastructure to support intended programming. Including pricing to stabilize the drive connection toward the adjacent K-8 school site will improve post-event traffic flow and provide an additional exit route following large events. For these reasons, staff recommends that waiver of the competitive solicitation process is justified for good cause shown.

Financial Information: Funds appropriated in 25PR025P-305CIP BMX-305 Constr: 305 Construction.

Special Consideration: N/A.

Location of Project: Tradition Regional Park.

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: 26056-01.

**Legal Sufficiency Review:**

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



**CONTRACT  
AMENDMENT**

This Amendment #4 (“Amendment”) to Contract #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility (“the Contract”), by and between the City of Port St Lucie (“City”) and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

<b>Contractor’s Full Legal Name:</b>	Action Sports Design, LLC
<b>Solicitation No./Event ID:</b>	20250012
<b>Solicitation Title/Event Name:</b>	Tradition Regional Park – Adaptive Wheel Park Facility
<b>Contract Award Date:</b>	06/25/2025
<b>Initial Current Contract Term:</b>	06/25/2025-12/25/2025
<b>Current Contract Expiration Date:</b>	04/25/2026
<b>Requested Contract Expiration Date:</b>	05/26/2026
<b>Initial Contract Amount:</b>	\$5,889,252.39
<b>Current Contract Amended Amount:</b>	\$5,651,562.00
<b>Requested Financial Change Amount:</b>	\$585,000.00
<b>New Contract Amount:</b>	\$6,236,562
<b>Amendment No.:</b>	4
<b>Amendment Type:</b>	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 Contract are hereby incorporated and made a part of that Contract.

1. **INCREASE OF COMMODITIES.** The parties hereby agree that the Contract Amount will be increased by **\$585,000.00** for the additional Scope of Work in Section 2, below.
  - a. City Council has also approved a City-owned contingency of 5% (\$29,250.00) for the Scope of Work under this Amendment, which shall be subject to the following:
    - i. At all times, the contingency funds shall be property of the City, and Contractor shall not be entitled to use of the contingency funds unless and until it receives approval by the City in the following manner. If Contractor desires to use contingency funds, it must submit a change order and the change order must be approved by the City's Project Manager in writing before Contractor has access to use the contingency fund. Contractor may also use the contingency funds if the City submits an owner-directed change order. After project completion, any funds remaining in the contingency shall remain City property. Contractor shall have no claim or interest in the contingency funds unless and until it has met all requirements of this section.
  
2. **SCOPE OF WORK.** This Amendment is to add a parking lot to the project site, as generally described in Exhibit A, including the following:
  - Site layout, excavation to receive double and base rock. Quantity: 1, Unit Rate \$21,627.92
  - Grade, prep, proof roll subgrade. Quantity: 17,278 SY, Unit Rate \$1.49, Total: \$25,916.66
  - 6" double rock. Quantity: 17,278 SY, Unit rate \$14.22, Total: \$245,752.97
  - 8" Base Rock. Quantity: 17,278 SY, Unit rate \$16.57, Total: 286,346.27
  - Topsoil Prep/Sod. Quantity 17,278 SY, Unite rate \$0.31, Total: 5,356.18
  
3. **EXTENSION.** The parties hereby agree that the Contract will be extended for an additional period, as follows:
  - a. Extend Contract term for an additional one (1) month, as follows:
    - Beginning Date of Amendment Term: 04/26/2026
    - End Date of Amendment Term: 05/26/2026

- b. The parties agree the Contract 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 Contract for an additional period.
- 4. BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then 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.
- 5. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 6. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, 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 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**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Action Sports Design, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Michael McIntyre, Principal-Sole Member
<b>Date:</b>	February 26, 2026
<b>Company Address:</b>	12400 W Hwy 71, Suite 350-348 Austin, TX 78738

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



**CONTRACT  
AMENDMENT**

This Amendment #3 (“Amendment”) to Contract #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility (“the Contract”), by and between the City of Port St Lucie (“City”) and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

<b>Contractor’s Full Legal Name:</b>	Action Sports Design, LLC
<b>Solicitation No./Event ID:</b>	20250012
<b>Solicitation Title/Event Name:</b>	Tradition Regional Park – Adaptive Wheel Park Facility
<b>Contract Award Date:</b>	06/25/2025
<b>Initial Current Contract Term:</b>	06/25/2025-12/25/2025
<b>Current Contract Expiration Date:</b>	04/25/2026 (no change)
<b>Requested Contract Expiration Date:</b>	N/A
<b>Initial Contract Amount:</b>	\$5,889,252.39
<b>Current Contract Amended Amount:</b>	\$5,889,252.39
<b>Requested Financial Change Amount:</b>	(\$237,690.39)
<b>New Contract Amount:</b>	\$5,651,562.00
<b>Amendment No.:</b>	3
<b>Amendment Type:</b>	Decrease 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 Contract are hereby incorporated and made a part of that Contract.

- 1. DECREASE OF COMMODITIES.** The parties hereby agree that the Contract Amount will be decreased by a net amount of **\$237,690.39** as an Owner Direct Purchase deduction for a new total of **\$5,651,562.00**, as follows:
  - a.) An Owner Direct Purchase issued to Ferguson Enterprises LLC under PO 20251242, Contract 20250012, in the amount of \$120,098.47 for the purchase of pipe, tubing, and fittings, as detailed in Change Order No. 1, attached. This purchase has a tax savings of \$7,255.92. Therefore, the total deduction for Change Order No. 1 is \$127,354.39.
  - b.) An Owner Direct Purchase issued to Direct Supply WPB LLC under PO 20251245, Contract 20250012, in the amount of \$102,612.48 for the purchase of fabricated and prefabricated rebar, as detailed in Change Order No. 2, attached. This purchase has a tax savings of \$7,723.52. Therefore, the total deduction for Change Order No. 2 is 110,336.00.
- 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, 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 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**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Action Sports Design, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Michael McIntyre, Principal-Sole Member
<b>Date:</b>	02-26-2026
<b>Company Address:</b>	12400 W Hwy 71, Suite 350-348 Austin, TX 78738

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	02/26/2026
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



## CONTRACT AMENDMENT

This Amendment #2 (“Amendment”) to Contract #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility (“the Contract”), by and between the City of Port St Lucie (“City”) and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

<b>Contractor’s Full Legal Name:</b>	Action Sports Design, LLC
<b>Solicitation No./Event ID:</b>	20250012
<b>Solicitation Title/Event Name:</b>	Tradition Regional Park – Adaptive Wheel Park Facility
<b>Contract Award Date:</b>	06/25/2025
<b>Initial Current Contract Term:</b>	06/25/2025 through 12/25/2025
<b>Current Contract Expiration Date:</b>	02/25/2026
<b>Requested Contract Expiration Date:</b>	04/25/2026
<b>Initial Contract Amount:</b>	\$5,889,252.39
<b>Current Contract Amended Amount:</b>	\$5,889,252.39
<b>Requested Financial Change Amount:</b>	
<b>New Contract Amount:</b>	
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	Extension

**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 Contract are hereby incorporated and made a part of that Contract.

**1. RENEWAL/EXTENSION.** The parties hereby agree that the Contract will be renewed/extended for an additional period, as follows:

a. Renew/Extend Contract term, as follows:

- Beginning Date of Amendment Term: February 25, 2026
- End Date of Amendment Term: April 25, 2026

b. The parties agree the Contract 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 Contract for an additional period.

**2. BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then 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. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**4. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, 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 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.

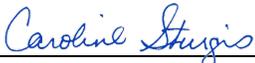
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**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Action Sports Design, LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Michael McIntyre, Sole Member
<b>Date:</b>	01-20-2026
<b>Company Address:</b>	12400 State Hwy 71, Suite 350-348, Aulin, TX 78738

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	January 20, 2026
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



**CONTRACT  
AMENDMENT**

This Amendment #1 (“Amendment”) to Contract #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility (“the Contract”), by and between the City of Port St Lucie (“City”) and the Contractor, as defined below, shall be effective as of the date this Amendment is fully executed.

<b>Contractor’s Full Legal Name:</b>	Action Sports Design, LLC
<b>Solicitation No./Event ID:</b>	20250012
<b>Solicitation Title/Event Name:</b>	Tradition Regional Park – Adaptive Wheel Park Facility
<b>Contract Award Date:</b>	06/25/2025
<b>Initial Current Contract Term:</b>	06/25/2025-12/25/2025
<b>Current Contract Expiration Date:</b>	12/25/2025
<b>Requested Contract Expiration Date:</b>	02/25/2026
<b>Initial Contract Amount:</b>	\$5,889,252.39
<b>Current Contract Amended Amount:</b>	\$5,889,252.39
<b>Requested Financial Change Amount:</b>	None
<b>New Contract Amount:</b>	\$5,889,252.39 (no change)
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	Extension

**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 Contract are hereby incorporated and made a part of that Contract.

**1. EXTENSION.** The parties hereby agree that the Contract will be extended for an additional period, as follows:

a. Extend Contract term for an additional two (2) months, as follows:

- Beginning Date of Amendment Term: 12/26/2025
- End Date of Amendment Term: 02/25/2026

b. The parties agree the Contract 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 Contract for an additional period.

**2. BOND RIDER.** If a Performance and Payment Bond was required under the Contract, then 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. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

**4. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, 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 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**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Action Sports Design LLC
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Michael McIntyre, Principal-Sole Member
<b>Date:</b>	10-28-2025
<b>Company Address:</b>	12400 State Hwy 71, Suite 350-348, Austin, TX 78738

**CITY OF PORT ST. LUCIE**

<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Director, Office of Management & Budget, and Procurement
<b>Date:</b>	10/31/2025
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984

**MEMORANDUM**

DATE: June 25, 2025

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Acting Procurement Manager  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: 20250012  
CONTRACT TITLE: All-Wheel Adaptive BMX Racetrack-Tradition Regional  
Park

VENDOR NAME: Action Sports Design, LLC  
VENDOR ADDRESS: 12400 W. Hwy 71 Suite 350-348  
CITY & STATE: Austin, TX 78738

APPROVED BY COUNCIL: June 23, 2025

-

CONTRACT TERM: 6 months valid through 12/25/25

Please see the attached for (1) original contract for your records

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

THIS AGREEMENT, is made by and between CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called, "Owner," and ACTION SPORTS DESIGN, LLC, 12400 W Hwy 71, Suite 350-348, Austin, TX 78738, a Foreign Limited Liability Company, hereinafter, "CMAR."

WITNESSETH:

WHEREAS, the Owner desires to enter into a contract with a company to provide construction manager at risk services for the Tradition Regional Park – Adaptive Wheel Park Facility ("PROJECT"); and

WHEREAS, design services for the PROJECT are completed and there are no design services contemplated under this Agreement; and

WHEREAS, the CMAR has submitted single source justification documents and explanations, including that CMAR is one of the approved firms to provide design and construction services for BMX-sanctioned facilities; and

WHEREAS, the Owner and CMAR are desirous of entering into such a definitive agreement pursuant to which CMAR will provide construction management services, all as more fully set forth herein; and

WHEREAS, the parties agree that these recitals for part of and are incorporated into this Agreement; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**ARTICLE 1.  
EXTENT OF AGREEMENT; DEFINITIONS**

Agreement. The CMAR accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The CMAR covenants with the Owner to furnish its skill and judgment as a Construction Manager and General Contractor with specific expertise in the planning and construction of the PROJECT and to cooperate with the Owner and the Owner's representatives in furthering the interests of the Owner. The CMAR agrees to furnish efficient business administration and superintendence and use its best efforts to complete the PROJECT in the best and most expeditious and economical manner, consistent with the interests of the Owner. The CMAR agrees to provide the services required by this Agreement to complete such services consistent with the Owner's direction, the approved program, and the terms of this Agreement, in accordance with a standard of care which is ordinarily exercised by other construction managers and general contractors in similar circumstances.

1.01 Extent of Agreement. This Agreement for Construction Management Services for the

**PROJECT** represents the entire agreement between the Owner and the CMAR and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CMAR. This Agreement is intended to be consistent with the design services previously completed under City Contract #20230085.

1.02 Definitions. As used in this Agreement, the words and phrases described in Exhibit C attached hereto and incorporated herein, shall have the meanings as set forth in that Exhibit C.

1.03 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word “person” shall include corporations and associations, including public bodies, as well as natural persons. “Herein,” “hereby,” “hereunder,” “hereof,” “herein- before,” and “hereinafter” and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

## **ARTICLE 2. PURPOSE; PROPOSAL; SCHEDULE**

2.01 Purpose. The purpose of this Agreement is to provide for the provision of Construction Management Services for the **PROJECT** by the CMAR, and construction of the **PROJECT** by the CMAR in accordance with the Project Plans and Specifications. The further purpose of this Agreement is to define and delineate the responsibilities and obligations of the parties to this Agreement and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of this Agreement.

2.02 CMAR Proposal. CMAR submitted a Proposal to Owner, dated May 20, 2025. It is the intent of the parties that the CMAR’s Proposal for Construction Management Services be implemented pursuant to this Agreement, and, therefore, such Proposal is hereby merged into and is effectuated by this Agreement. Reference is hereby made to the Proposal, as well as any supplementary representations and statements furnished by CMAR to the Owner during the CMAR selection process. The parties acknowledge that the representations and statements or information contained therein have been relied upon by the Owner and have resulted in the selection of CMAR as the construction manager for this **PROJECT**. However, Owner acknowledges that the terms and conditions for the performance of the CMAR and for the provision of its services are solely as contained within the Contract Documents. The Contract Documents shall include the following documents, listed in order of precedence:

- (1) Amendments or Change Orders
- (2) This Agreement
- (3) Exhibits A, B, C, & D
- (4) CMAR’s Proposal

2.01 Project Schedule. The development and equipping of the **PROJECT** shall be undertaken and completed in accordance with the Project Schedule contained in Exhibit A. The Project Schedule may be amended, revised and supplemented, and may thereafter be revised from time to time by mutual agreement by the parties in a Contract Amendment

### **ARTICLE 3. COMPENSATION**

3.01 Guaranteed Maximum Price (“GMP”). The parties have agreed on a GMP of \$5,889,252.39, as more fully described in Exhibit B- Project Costs and Compensation.

3.02 CMAR’s Compensation. Shall be as indicated in Exhibit B – Project Costs and Compensation.

3.03 The Project; Changes in the Project; Additional Fee. If the GMP is increased by Owner, the CMAR shall be entitled to receive an additional fee **to be negotiated and established by the Parties, in writing, at the time of such increase to the GMP**. Provided, however, CMAR shall not be entitled to receive any portion of such additional compensation to the extent that the delay in performance results from acts of commission, omission, negligence, or fault of the CMAR, its agents or employees. Payment of CMAR’s additional fee shall be made in equal monthly installments calculated by dividing the additional fee by the months remaining in the Project Schedule.

3.04 Project Costs and Compensation. All Project Costs and Compensation shall be as indicated in Exhibit B.

- (a) The Owner reserves the right to execute Direct Material Purchase(s) for any and all materials provided to the **PROJECT**. This is contemplated/included in Exhibit B – Project Costs and Compensation.

3.04.1 Direct Material Purchases. The CMAR shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the Owner to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CMAR, and approved by the Owner for direct purchase, the Owner will issue purchase orders and process payment for invoices approved by the CMAR.

The CMAR shall prepare and be responsible for all quantities, descriptions, specifications, guarantees, payment schedules, etc., and all other required information to be included in the Owner issued purchase order.

3.05 Items and Expenses Included in CMAR’s Compensation. Exhibit B includes full payment for services set forth in this Agreement, including but not limited to, salaries or other compensation of CMAR’s officers, partners and/or employees; general operating expenses incurred by CMAR and relating to this **PROJECT**, including the cost of management, supervision and data processing staff, job office equipment and supplies, and

other similar items necessary for CMAR to perform its services hereunder.

3.06 Contingency. The Exhibit B GMP includes an agreed-upon seven percent (7%) Contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The CMAR will be required to furnish documentation evidencing proposed expenditures to this Contingency prior to written authorization for the release of funds by the Owner. Actual and contemplated expenditures from the Contingency shall be delivered to Owner by the CMAR in its monthly reporting.

3.06.1 Contingency Remaining. Upon completion of the **PROJECT**, any funds remaining in the Contingency shall, at one hundred percent (100%), be returned to the Owner and deducted through a change order.

#### **ARTICLE 4.**

#### **CONSTRUCTION MANAGER'S RESPONSIBILITIES AND SERVICES**

(1) Narrative Reporting. The CMAR shall prepare written reports as described hereunder. All such reports shall be in 8 1/2" x 11" or other convenient format. Copies shall be maintained at the Project Site and transmitted to the Owner. A bound copy of the complete narrative report shall be submitted to the Owner at the conclusion of the **PROJECT**. The narrative reporting subsystem shall include the following reports:

(a) A Bi-Weekly executive summary which provides an overview of current and outstanding issues and pending decisions, primary party responsible for the decision, future developments and expected achievements, and any problems or delays, including code violations found by the Permitting Authority.

(b) A monthly cost narrative describing the current cost estimate and status of the **PROJECT**.

(c) A Bi-Weekly scheduling narrative summarizing the current status of the overall Project Schedule. This report shall include an analysis of the various Project Schedules, a description of the critical path, and the analysis as necessary to compare planned performance with actual performance.

(d) A monthly accounting narrative describing the current actual cost and payment status of the **PROJECT** with supporting documents. This report shall relate current encumbrances and expenditures to the budget allocations.

Given the short duration of the **PROJECT** (approximately four months, weather permitting), the Owner reserves the right to adjust the frequency and format of required narrative reporting to reflect the **PROJECT's** scale. At minimum, the CMAR shall provide a monthly executive summary and construction progress report, with cost and schedule updates as warranted. Daily construction diaries may be summarized weekly unless otherwise requested by the City during key construction activities.

(e) The CMAR shall jointly develop with the Owner a detailed plan,

inclusive of punch lists, final inspections, maintenance training and turn over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The occupancy schedule shall be produced and updated monthly from its inception through final Owner occupancy. All punch list items shall be completed before the Owner accepts turnover. retainage shall not be paid to CMAR until the Owner signs off that all punch list items have been completed to Owner's satisfaction.

(2) Job Site Facilities. The CMAR shall arrange for all job site facilities required and necessary to enable the CMAR to perform its duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

(3) Weather Protection. The CMAR shall ascertain what temporary enclosures of building areas, if any, should be provided for and may be provided in order to assure orderly progress of the work in periods when extreme weather conditions are likely to be experienced. The CMAR shall also be responsible for providing weather protection for work in progress and for materials stored on site.

4.02 Performance Bond and Labor and Material Payment Bond. Prior to the start of construction, the CMAR shall obtain for the benefit of and directed to the Owner, a labor and material payment and performance bond, satisfying the requirements of section 255.05, Florida Statutes, covering the faithful performance by the CMAR of its obligations under this Agreement, including but not limited to, the construction of the **PROJECT** on the Project Site, and the payment of all obligations arising thereunder, including all payments to subcontractors, laborers and materialmen (the "Payment and Performance Bond"). The surety selected by the CMAR to provide the Payment and Performance Bond shall be rated as "A or better" as to general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. and/or shall be approved by the Owner prior the issuance of such Bond, which approval shall not be unreasonably withheld.

Attorneys-in-fact who sign Bonds for Owner projects must file with such Bond a certified copy of their Power of Attorney to sign such Bond. All agents of Surety companies must list their name, address, and telephone number on all Bonds. The life of all Bonds provided to the Owner shall extend twelve (12) months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Agreement, extensions of time and/or forbearance on the part of the Owner. The Owner shall not return or release the Bonds for a period of twelve (12) months after the date of final payment to allow time for claims against the Bonds during this period.

#### 4.03 Construction Phase; Building Permit; Code Inspection.

(1) Permits. The Owner shall pay for all permits, however, the amount of any permits shall be taken from the Contingency via Change Order. The CMAR will be responsible for submitting all compliance and permitting documentation for review and approval with the appropriate City departments, as required by applicable City standards and procedures. The CMAR should anticipate any compliance or permitting related fees as part of the proposed GMP.

(2) Code Inspections. All projects require detailed code compliance inspection during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical,

electrical, plumbing, and general building. The CMAR shall notify the appropriate inspector(s) no less than 24 hours in advance that the work is ready for inspection and before the work is covered up. All inspection shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of work found defective and subsequently repaired shall not be included as project costs and shall be borne by the CMAR or as provided in the contract between CMAR and subcontractor. CMAR shall also coordinate with Owner's staff to schedule a Risk assessment at least two weeks prior to the facility's projected opening.

(3) CMAR's Staff. The CMAR shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the CMAR to coordinate, inspect and provide general direction of the work and progress of the subcontractors and the CMAR shall provide no less than those personnel during construction. The CMAR shall not change any of those persons unless mutually agreed to by the Owner and CMAR. In such case, the Owner shall have the right to approval of the qualifications of the replacement personnel. The Owner shall have the right to request to replace the staff at the Project Site at any time during the construction.

(4) Lines of Authority. The CMAR shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of the Permitting Authority and the subcontractors to provide general direction of the work and progress of the various phases and subcontractors. The Owner may, but is not obligated to, attend meetings between the CMAR and his subcontractors.

(5) Quality Control. The CMAR shall develop and maintain a program acceptable to the Owner to assure quality control of the construction. The CMAR shall be responsible for and supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Project Plans and Specifications and the CMAR shall continue to coordinate the work of each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the work.

(6) Subcontractor. The CMAR shall solely supervise the subcontractors. The CMAR shall negotiate all change orders and field orders with all affected subcontractors and shall review the costs and advise the Owner of their validity and reasonableness, acting in the Owner's best interest. Before any work is begun on any change order which is to be funded through Contingency, approval for use of Contingency funds must be secured from Owner and a written authorization from the Owner must be issued. However, when there is an imminent threat to health and safety, and Owner's concurrence is impractical, the CMAR shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken.

The CMAR shall maintain a suspense control system to promote expeditious handling. The CMAR shall request the AE to make interpretations of the drawings or specifications requested of him by the subcontractors and shall maintain a business system to promote timely response. The CMAR shall inform the AE which shop drawings or requests for clarification have the greatest urgency and need to be responded to first. The purpose shall be to enable the AE to prioritize requests coming from the CMAR. The AE shall timely

respond. The CMAR shall advise the Owner and AE when timely response is not occurring on any of the above.

(7) Job Site Requirements.

(a) The CMAR shall provide each of the following activities as a part of its services hereunder:

(i) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

(ii) Maintain a roster of companies on the **PROJECT** with names and telephone numbers of key personnel.

(iii) Establish and enforce job rules governing parking, clean-up, use of facilities and work discipline.

(iv) Provide labor relationships management and equal opportunity employment for a harmonious productive **PROJECT**.

(v) Provide and administer a safety program for the **PROJECT** to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform work in accordance with best acceptable practice.

(vi) Provide quality control program.

(vii) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces.

(viii) Provide for travel to and from its home office to the Project Site and to those other places within St. Lucie County as required by the **PROJECT**.

(b) The CMAR shall provide personnel and equipment or shall arrange for separate subcontractors to provide each of the following:

(i) Distribution of all required bidding documents and shop drawings, including the sets required by the Permitting Authority's inspectors.

(8) Job Site Administration. The CMAR shall provide as part of its services, job site administrative functions during construction to assure proper documentation, including but not limited to the following:

(a) Job Meetings. Hold progress and coordination meetings to provide for a timely completed **PROJECT**. Implement procedures and assure timely submittals, expedite processing approvals and return of shop drawings, samples, etc. Coordinate and expedite critical ordering and delivery of materials, work sequences, inspection and testing(s), labor allocation, etc. Review and implement revisions to the Project Schedule. Monitor and promote safety requirements. The CMAR shall use the job site meetings as a

tool for (i) preplanning of work and enforcing schedules and for establishing procedures, responsibilities and identification of authority for all to clearly understand; (ii) identify party or parties responsible for follow up on any problems, delay items or questions, and (iii) record course for solution. The CMAR shall visit each pending item at each subsequent meeting until resolution is achieved and shall require all present to make known any problems or delaying event known to those present for appropriate attention and resolution.

(b) Material and Equipment Expediting. Provide staff to closely monitor material and equipment deliveries, critically important checking and follow-up procedures on supplier commitments of all subcontractors and maintain a material and equipment expediting log.

(c) Payments to Subcontractors. Develop and implement a procedure for review, processing and payment of applications by subcontractors for progress and final payments.

(d) Subcontractors Progress. Prepare periodic punch lists for subcontractor's work including unsatisfactory or incomplete items and schedules for their completion.

(e) Substantial Completion. The CMAR and Owner will conduct a pre-substantial completion inspection. The CMAR will prepare the pre-substantial completion punch list from which the CMAR will develop a completion schedule. The CMAR shall ascertain when the work or designated portions thereof are ready for Owner substantial completion inspection. The CMAR shall provide a complete list of incomplete or unsatisfactory items (preliminary punch list) to the Owner prior to this inspection. The Owner shall add to this list additional incomplete or unsatisfactory item(s). The CMAR shall prepare a punch list of items to be completed and a schedule for their completion including completion dates for review and approval by the Owner ("Punch List Completion Date").

(f) Final Completion. Monitor the subcontractors' performance on the completion of the **PROJECT** and provide notice to the Owner that the work is completed and ready for final inspection. Secure and transmit three (3) copies to the Owner of all required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, and maintenance books, including a final completion form.

(g) Startup. With the Owner's personnel, direct the check-out of utilities, operations, systems and equipment for readiness and assist in their initial start up and testing by the subcontractors.

(h) Record Drawings. The CMAR shall monitor the progress of its own forces or its subcontractors on marked up field prints so as to provide completed record drawings to be turned over for preparation of As-builts as required herein.

(i) Administrative Records. The CMAR will provide the City with access to the following through a media chosen by the City:

Contracts or Purchase Orders

Shop Drawings submittal/Approval Logs  
Equipment Purchase/Delivery Logs  
Contract Drawings and Specifications with Amendment  
Warranties and Guarantees  
Cost Proposal Request Payment  
Request Records Meeting  
Minutes  
Cost Estimates Bulletin  
Quotations Lab Test  
Reports  
Insurance Certificates and Bonds Contract  
Changes  
Purchase Orders  
Material Purchase Delivery Logs Technical  
Standards  
Design Handbooks  
Record Drawing Marked Print Operating  
and Maintenance Instruction Daily  
Progress Reports  
Transmittal Records Inspection  
Reports  
Bid/Award Information  
Bid Analysis and Negotiations  
Punch Lists  
PMIS Schedule and updates  
Suspense (Tickler) Files of Outstanding Requirements  
Documentation of Good Faith Effort  
Correspondence Files  
Records Relating to Payment of Subcontractors

The **PROJECT** records shall be available at all reasonable times to the Owner for reference, review, or reproduction.

(9) Shop Drawings and Samples. After checking and verifying all field measurements, the CMAR will submit to the Owner for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies of all Shop Drawings, which shall have been checked by and stamped with the approval of the CMAR. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction, and similar information.

The CMAR will also submit to the Owner for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CMAR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

(a) At the time of each submission, the CMAR will in writing call the Owner's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.

The Owner will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the **PROJECT** and for compliance with the information given in the Contract

Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CMAR will make any corrections required by the Owner and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. All cost incurred for the resubmitted shop drawing shall be the CMAR responsibility. The CMAR's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Owner that the CMAR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.

No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the Owner. Any related work performed prior to review and approval by the Owner of the pertinent submission will be sole expense and responsibility of the CMAR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CMAR at the site and shall be available to the Owner.

The Owner's approval of Shop Drawings or samples shall not relieve the CMAR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CMAR has in writing called the Owner's attention to such deviation at the time of submission and the Owner has given written approval to the specific deviation; or shall any approval by the Owner relieve the CMAR from responsibility for errors or omissions in the Shop Drawings.

#### 4.04 Project Schedule; Substantial Completion; Occupancy.

(1) Completion of Construction. The date of Substantial Completion of the **PROJECT** or a designated portion thereof is the date when construction is sufficiently complete in accordance with the Project Plans and Specifications so the Owner can lawfully occupy or utilize the **PROJECT** for the use for which it is intended. The CMAR warranty shall commence on the Project Final Completion Date.

(2) Owner Occupancy. The CMAR shall provide services which will provide a successful and timely Owner occupancy of the **PROJECT**. The CMAR shall provide consultation and **PROJECT** management to facilitate Owner occupancy and provide transitional services to get the work, as completed by the subcontractors, "on line" in such conditions as will satisfy Owner operations requirements. The CMAR shall catalog operational and maintenance requirements of the equipment to be operated by maintenance personnel and convey these to the Owner in such a manner as to promote their usability. The CMAR shall provide operations training, in equipment use, for building operators.

(3) Record Drawings. The CMAR shall continuously review Record Drawings and mark up progress prints. Upon receipt by CMAR of its final payment due hereunder, the CMAR shall provide to the Owner an original of marked-up, Record Project Plans and Specifications showing the location and dimensions of the **PROJECT** as constructed, which documents shall be certified as being correct by the CMAR.

4.05 CMAR's Warranty. The CMAR warrants that all labor and materials will conform to the Project Plans and Specifications. The CMAR further warrants that all materials and

equipment will be new, of good quality, and free from any defects. With respect to the same work, the CMAR further agrees to correct or replace as necessary all work found by the Owner to be defective in material and workmanship or not in conformance with the Project Plans and Specifications for a period of one year from the Project Final Completion Date. CMAR shall use its best efforts and due diligence to ensure that, during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the contract documents perform all required warranty work in a timely manner and at the sole cost and expense of such warranty providers. The direct cost of any warranty work shall be paid by CMAR. The CMAR shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by the contract documents. Also, the CMAR shall conduct, jointly with the Owner, a warranty inspection eleven (11) months after the Project Final Completion Date.

4.06 Lien Free Construction. All construction services provided by CMAR or any of the subcontractors in construction of the **PROJECT** on the Project Site shall be accomplished in a manner that will result in no liens, claims, or encumbrances being imposed against the **PROJECT**. Subject to the laws of the State of Florida and of the United States, neither CMAR 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 Agreement against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

4.07 Liquidated Damages. If all work under this Agreement is not completed by the LD Beginning Date, including any extensions of time for excusable delays as herein provided, the CMAR shall provide to the City one thousand dollars (\$1,000.00) 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 potential intangible damages that would occur because of late completion. CMAR 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 Owner's intangible damages at the time of contracting. The CMAR and its sureties shall be jointly and severally liable to the Owner for the total amount of damages under this section. This shall be the Owner'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.

## **ARTICLE 5. OWNER'S RESPONSIBILITY**

5.01 Project Site; Title. The Owner hereby represents to the CMAR that it currently has and will maintain up through and including the Project Substantial Completion Date, good title to all the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

5.02 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content, and with such specificity as may be required by the CMAR to perform their services. To the extent deemed necessary by the Owner, and solely at the Owner's expense,

the Owner may engage the services of a Geotechnical Consultant to perform test borings and other underground soils testing as may be deemed necessary by the CMAR. CMAR shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided to CMAR. Owner shall provide CMAR as soon as reasonably possible following the execution of this Agreement all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements and legal descriptions then in its possession or control.

5.03 Information; Communication; Coordination. The Owner hereby designates the City Manager or the City Manager's designee as Project Coordinator, as listed below, to act on the Owner's behalf with respect to the **PROJECT**. The Project Coordinator shall examine all documents or requests for information submitted by the CMAR and shall advise CMAR of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the CMAR's services. The CMAR shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, CMAR's Compensation, documentation relating to use of Contingency, and/or approving or changing the GMP, shall only be effective when approved in writing by the Owner. Owner reserves the right to designate a different Project Coordinator provided CMAR is notified in writing of any such change. Owner may communicate with subcontractors, materialmen, laborers or suppliers engaged to perform services on the **PROJECT**. The Owner shall not attempt to direct the work of or otherwise interfere with any subcontractor, materialmen, laborer, or supplier or otherwise interfere with the work of the CMAR.

5.04 Construction Inspections and Coordination. Owner and CMAR agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically the City of Port St. Lucie Building Department.

5.05 Acknowledgment. The CMAR recognizes and acknowledges that Owner is a governmental body with certain procedural requirements to be satisfied. CMAR has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency. Specific directions and approval made by the Owner shall be in writing authorized at its regular or special City Council meetings, or as otherwise consistent with authorities granted to the Project Coordinator.

## **ARTICLE 6.**

### **SUBCONTRACTOR SELECTION AND PAYMENT PROCESS**

6.01 Definition. A subcontractor is a person or organization who has a direct contract with the CMAR to perform any work at the Project Site. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in this Agreement or in any contract document does or shall create any contractual relationship between the Owner and any subcontractor. Specifically, the CMAR is not acting as an agent of the Owner with respect to any subcontractor.

6.02 Subcontracts. The CMAR shall provide a copy of all proposed subcontracts, including general supplementary conditions to the Owner. The parties acknowledge the subcontractors listed in the single source justification documents provided by CMAR,

contained in Exhibit D, are intended subcontractors for the **PROJECT**. If there are any material changes to the representations made by CMAR in the single source justification documents and/or any additional subcontractors needed, CMAR agrees to cooperate with Owner in any procurement methodology and process which is required by law, and also cooperate with Owner in any such methodology or process desired by Owner (and not otherwise legally required) provided that such cooperation does not result in any extension of the Project Substantial Completion Date established by the Project Schedule. In all events, CMAR shall ensure that it uses only subcontractors that meet the requirements for the City to qualify as a USA BMX sanctioned facility.

### 6.03 Application for Progress Payments.

(1) Once per month, by the tenth (10<sup>th</sup>) day of each month, the CMAR will submit to the Owner for review an invoice filled out and signed by the CMAR covering the actual Work completed as of the date of the Application and supported by such data. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to and authorized in writing, the application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as well establish the Owner's title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to a five percent (5%) retainage percentage. Such retainage shall be paid and will be issued in the final payment after acceptance by the Owner of the Work.

The Estimate and Requisition for Payment form shall list individually, each instrument of change to the GMP or Contingency, its approved value, the amount previously requisitioned, the amount sought in the current requisition, the total value of completed work and, if requested by the Owner, the Estimate and Requisition for Payment form shall, for each instrument of change to the GMP or Contingency, be further detailed to provide a breakdown, by trade, of the values and requisition amounts for each trade, for each change instrument.

(2) Approval of Payments. The Owner will, within five (5) calendar days after receipt of each Application for Payment, either indicate their approval of payment and within fifteen (15) calendar days pay the CMAR ninety five percent (95%) of the portion of the GMP properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the GMP properly allocated to materials and equipment suitably stored at the site or at some other location, or return the application to the CMAR indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the Owner.

The Owner may reject an Application for Payment for any lawful reason, including, but not limited to:

- 1) The Work is defective.
- 2) A portion of such payment is the subject of a dispute or claim that has been filed.
- 3) The amount has been reduced because of Modifications.
- 4) The Owner has been required to correct defective Work or complete the Work in accordance with the guarantee and warranty.
- 5) Of unsatisfactory prosecution of the Work, including failure to clean up.

(3) The CMAR shall pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the CMAR on account of such subcontractor's work, the amount to which the subcontractor is entitled in accordance with the terms of the CMAR's contract with such subcontractor. The CMAR shall, by appropriate agreement with each subcontract, require each subcontractor to make payments to subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to subcontractors for any reason, as solely determined by CMAR, the CMAR shall promptly restore such monies to the Owner, adjusting pay requests and Project bookkeeping as required.

Commencing with second application of the Estimate and Requisition for Payment form, the Owner may require, as a condition of payment, the submission of releases of lien from any or all subcontractors. Where the Owner so requires, the releases furnished shall be original copies, properly executed and notarized, in a form acceptable to the Owner.

(4) The CMAR warrants that upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the CMAR, whichever occurs first; (a) work, materials and equipment covered by previous partial payment requests are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (b) no work, materials or equipment covered by a partial payment request will have been acquired by the CMAR, or any other person performing work at the site or furnishing materials or equipment for the **PROJECT** is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the CMAR or other such person.

#### 6.04 Application for Final Payment.

(1) Final Inspection. Upon written notice from the CMAR that the **PROJECT** is complete, the Owner will make a final inspection with the CMAR and will notify the CMAR in writing of any particulars which this inspection reveals that the Work is defective. The CMAR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

(2) Final Inspection for Payment. After the CMAR has completed any such corrections to the satisfaction of the Owner and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CMAR and all subcontractor(s) which performed services for the CMAR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

(3) Approval of Final Payment. The Owner will, within fifteen (15) calendar days after receipt of an application for final payment, either indicate its approval of the Estimate and Requisition Application for Payment and within fifteen (15) calendar days pay the CMAR the amount approved by the Owner and issue a Certificate of Final Completion, or return the application indicating in writing the reason for refusing to approve payment. In the latter case, the CMAR may make the necessary corrections and resubmit the application to the Owner.

If, after Substantial Completion of the Work, final completion is materially delayed through no fault of the CMAR, the Owner shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted, shall be submitted by the CMAR to the Owner, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

If liquidated damages are to be deducted from the final payment, the Owner shall so notify the CMAR in writing at least ten (10) calendar days prior to the Owner's submittal to Finance.

(4) Final Accounting Costs. Final accounting of costs of the work shall be provided by the CMAR in the form of a detailed cost report showing vendor, invoice number, and date of invoice for all costs, all sorted by trade division cost code as is maintained by the CMAR in its accounting system. Upon receipt of the detailed cost report final accounting, the Owner may have access to all accounting records at the CMAR's place of business for review and reporting purposes by the Owner's designated accountant, whether external or internal.

## **ARTICLE 7 CHANGES IN THE PROJECT**

7.01 Amending and Supplementing Contract Documents. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- (a) a formal Written Amendment,
- (b) a Change Order, or
- (c) a Field Directive Change.

However, any change to the GMP or Contract Time may only be changed by the Change Order or a Written Amendment.

7.02 Changes in Work. Without invalidating the Agreement, the Owner may unilaterally and at any time or from time-to-time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CMAR will proceed with the Work involved.

All such Work shall be executed under the applicable conditions of the Contract Documents.

If any Change Order or Field Directive Change causes an increase or decrease in the GMP or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the CMAR without written authorization of a change in the form approved in this section will not entitle him to an increase in the GMP or any extension of the Contract Time, except in the case of an emergency.

It is the CMAR's responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the GMP and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's acceptance must be submitted to the Owner, by the CMAR, within ten (10) calendar days of the initiation of the change.

**7.03 Change of GMP.** The GMP constitutes the total compensation payable to the CMAR for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the CMAR shall be at his expense without change in the GMP.

The GMP may only be changed by a Change Order or **Contract Amendment**. Any claim for an increase or decrease in the GMP shall be in writing and delivered to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within fifty (50) calendar days after such occurrence (unless Owner allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the GMP will be valid if not submitted in accordance with this paragraph. No claim by the CMAR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the GMP shall be determined in one of the following ways:

(a) Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.

(b) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

(c) By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.

In such cases the CMAR will submit in the form prescribed by the Owner an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CMAR to the Owner for any such change which results in a net decrease in cost will be the amount

of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase or decrease, if any.

Regardless of how the value of Work covered by a Change Order or any other claim for an increase or decrease in the GMP is determined, in no case shall the total amount of overhead and profit, including all tiers of subcontractors, exceed 15% of the cost of the Work, unless otherwise approved by the Owner.

7.04 Change of Contract Time. The Contract Time may only be changed by a Change Order or Contract Amendment. Any claim for an extension in the Contract Time shall be in writing and delivered to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty (60) calendar days after such occurrence (unless the Owner allows an additional period of time to ascertain in more accurate data in support of the claim) and shall be accompanied by the CMAR's written statement that the adjustment claim is the entire adjustment to which the CMAR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CMAR under this provision shall be allowed unless the CMAR has given the notice, analysis, and documentation required in this paragraph. All claims for adjustment in the Contract Time resulting from any such claim shall be incorporated in a Change Order or Contract Amendment.

The Owner shall not be responsible for any delay in the completion of the **PROJECT** where the delay is beyond the control or without fault or negligence on behalf of the Owner. The Owner shall not be held accountable for extra compensation or an extension of time due to default by the CMAR, subcontractors, or suppliers in the furnishing of labor or materials for the **PROJECT**, or having to replace defective materials.

The CMAR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an Act of God, or any act or omission on the part of the Owner, provided the CMAR gives notice to the Owner within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CMAR's sole remedy for such delays or hindrance shall be an extension of Contract Time.

No extension of Contract Time or increases in the GMP shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes), (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the Owner in its sole discretion, (4) for any delay which is caused by the CMAR having to replace defective material, or (5) delays attributable to the lack of performance by subcontractors regardless of the reasons.

**ARTICLE 9  
INSURANCE**

The CMAR 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 Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by the CMAR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CMAR under the Agreement.

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, 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.

1. Workers' Compensation Insurance & Employer's Liability: The CMAR 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 the CMAR 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.
2. Commercial General Liability Insurance: The CMAR 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

3. 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 Owner. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross

liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability, and Professional 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 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 #20250012 – Tradition Regional Park – Adaptive Wheel Park Facility.**" 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 Owner 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 Owner is amended during the term of this Agreement to exceed the above limits, the CMAR shall be required, upon thirty (30) days written notice by the Owner, to provide coverage at least equal to the amended statutory limit of liability of the Owner. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The CMAR 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 CMAR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing CMAR 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.
5. Professional Liability Insurance: CMAR 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, the Owner reserves the right, but is not obligated, to review and request a copy of CMAR's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CMAR warrants that the retroactive date equals or precedes the effective date of this Agreement. 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 Agreement, CMAR shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
6. Waiver of Subrogation: By entering into this Agreement, the CMAR 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 the CMAR 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.

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

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

The CMAR 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 Owner shall be endorsed as an "Additional Insured."

The Owner, 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.

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

## **ARTICLE 10. FORCE MAJEURE, FIRE, OR OTHER CASUALTY**

### 10.01 Force Majeure.

(1) Delays in any performance by any party contemplated or required hereunder due to: fire, flood, earthquake or hurricane, Acts of God, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, or any law, order, proclamation, regulation or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated and without the fault or negligence of the party seeking excuse from performance, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement for any of the events of Force Majeure, the date for performance

required or contemplated by this Agreement shall be extended by the number of calendar days such party is actually delayed in such substantial completion.

(2) The party seeking excuse for nonperformance on the basis of Force Majeure shall promptly give written notice to the Owner, if with respect to the CMAR, or to the CMAR, if with respect to the Owner, specifying its actual or anticipated duration, and at least every-other-day thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

10.02 Casualty; Actions by Owner and CMAR. During the Contract Period, if the **PROJECT**, or any part thereof, shall have been damaged or destroyed, in whole or in part, the CMAR shall promptly make proof of loss and Owner and CMAR shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The CMAR shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses and other changes, including normal and ordinary compensation to the CMAR, necessary for reconstruction of the **PROJECT** substantially in accordance with the Project Plans and Specifications. Within fifteen (15) calendar days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the CMAR covenants and agrees to diligently commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the **PROJECT** to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) receipt by the Owner of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction; and receipt of other sums from any source such that the funds necessary to pay the GMP and any additions to the GMP necessitated for repair or reconstruction are available;

(2) written agreement executed by the CMAR and the Owner, by amendment to this Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the GMP necessitated thereby; and

(3) final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required Building Permit.

10.03 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the **PROJECT**, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the CMAR as a result of such loss or damage shall be used solely for payment of the costs, expenses, and other charges of the reconstruction or repair of the **PROJECT**.

10.04 Notice of Loss or Damage. The CMAR shall promptly give the Owner written notice

of any significant damage or destruction to the **PROJECT**, defined as loss or damage which it is contemplated by CMAR will increase the GMP or extend the date of substantial completion, stating the date on which such damage or destruction occurred, the then expectations of CMAR as to the effect of such damage or destruction on the use of the **PROJECT**, and the then proposed schedule, if any, for repair or reconstruction of the **PROJECT**. Loss or damage which the CMAR determines will not affect the GMP or date of substantial completion will be reported to Owner immediately and associated corrective actions will be undertaken without delay.

## **ARTICLE 11 INDEMNIFICATION**

11.01 Indemnification by CMAR. The CMAR agrees to indemnify, defend, and hold harmless, the Owner, 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 the CMAR, agents, laborers, subcontractors or other personnel entity acting under the CMAR's control in connection with the CMAR's performance of services under this Agreement. To that extent, the CMAR shall pay any and all such claims and losses and shall pay any and 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 Owner in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by the CMAR 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 the CMAR or any agent laborers, subcontractors, or employee of the CMAR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The CMAR 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 the CMAR on the work. This indemnification shall survive the termination of this Agreement.

The CMAR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CMAR agrees to repair, restore, or rebuild any damages it causes to any property of the Owner. The CMAR shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation, or order. The CMAR shall give to the proper authorities all required notices relating to the work and obtain all official permits and licenses. It shall repair any damage that may have occurred to any adjoining building, structure, utility, or private property in the course of the work.

11.02 Consequential Damages. The CMAR and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement with the limited exception of liquidated damages as provided in Section 4.07 of this Agreement. This mutual waiver includes:

- (1) Damages incurred by the Owner for rental expenses, for losses of use, income,

- profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- (2) Damages incurred by the CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

11.03 Sovereign Immunity. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the Owner'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](#).

## **ARTICLE 12. DEFAULT; TERMINATION**

12.01 Termination by Owner Without Cause. The Owner reserves the exclusive right to terminate this Agreement without cause as provided herein. In the event that Owner exercises this right of termination, Owner shall provide thirty (30) days written notice to CMAR of termination and the termination shall become effective upon the date specified in the written notice. The following shall apply to each particular circumstance:

(1) Termination Based Upon Abandonment, Casualty or Force Majeure. If (i) Owner abandons the **PROJECT** (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the **PROJECT**, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the **PROJECT**, and no recommencement of same within twelve (12) months following the date of termination), or (ii) the **PROJECT** is stopped for a period of sixty (60) consecutive calendar days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one-hundred and twenty (120) calendar days (excluding the time required to assess the damage and complete the steps contemplated), the Owner shall have the right to terminate this Agreement and pay the CMAR its compensation earned or accrued to date and all direct costs actually expended prior to City's notice of termination under this paragraph. CMAR shall immediately cease purchasing or accruing payment upon such notice of termination, unless necessary for the protection of the work already performed or safety and welfare of the public.

(2) Owner's Termination for Owner Convenience. Notwithstanding anything contained herein to the contrary, Owner may, without cause, terminate this Agreement at any time upon delivery of written notice to the CMAR. In the event Owner delivers such notice to the CMAR, CMAR agrees to withdraw its employees and its equipment, if any, from the work site on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) business days after the date of delivery of the notice), regardless of any claim the CMAR may or may not have against the Owner. In the event of such termination, CMAR shall be entitled to any unpaid Cost of the **PROJECT** incurred to the effective date of such termination, and to no compensation other than the fees owed or accrued through the date of termination and all direct costs actually expended prior to City's notice of termination under this paragraph. CMAR shall immediately cease purchasing or accruing payment upon such notice of termination, unless necessary for the protection of the work already performed or safety and welfare of the public.

12.02 Owner's Right to Perform CMAR's Obligations and Termination by Owner for Cause.

(1) If the CMAR fails to timely perform any of his obligations under this Agreement, including any obligation the CMAR assumes to perform work with its own forces, the Owner may, after seven (7) calendar days' written notice, during which period the CMAR fails to perform such obligation, make good such deficiencies and perform such actions. The GMP, or the actual cost of the **PROJECT**, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies and the CMAR's compensation shall be reduced by an amount required to manage the deficiencies, provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from CMAR as a result of its breach.

(2) If the CMAR is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) calendar days or more behind schedule), or if it fails to make prompt payment to subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of a provision of the Agreement, then the Owner may, without prejudice to any other right or remedy, and after giving the CMAR and its surety, if any, fourteen (14) calendar days' written notice, and during which period the CMAR fails to cure the violation, terminate the employment of the CMAR and take possession of the Project Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CMAR, and may finish the **PROJECT** by whatever method the Owner may deem expedient. In such case, the CMAR shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of CMAR to perform as provided in this Agreement, as well as reasonable termination expenses and costs and damages incurred by the Owner may be deducted from any payments left owing the CMAR.

12.03 Obligations, Rights and Remedies Cumulative. The specific rights and remedies the Owner is entitled are not exclusive and are intended to be in addition to any other remedies or means of redress to which the Owner may lawfully be entitled and are not specifically prohibited by this Agreement.

12.04 Non-Action on Failure to Observe Provisions of This Agreement. The failure of the Owner or the CMAR, respectfully, to promptly insist upon strict performance of any terms, covenant, condition, or provision of this Agreement or any Exhibit shall not be deemed a waiver of any right or remedy that the Owner or the CMAR, respectively, may have, and shall not be deemed a waiver of any subsequent default or nonperformance of such term, covenant, condition or provision.

12.05 Litigation. All claims, disputes, or other matters in question between the Owner and the CMAR, arising under the terms of this Agreement and performance hereunder shall be decided by a court of competent jurisdiction, and shall not be the subject of arbitration. The parties agree that with respect to any Agreements executed by and between themselves relating to the **PROJECT** and any other persons or entities performing work on the

**PROJECT**, that such agreements will contain a provision such that any disputes shall be resolved in a court of competent jurisdiction, it being the intention of all parties that any dispute be resolved in one consistent forum.

Both parties 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.

12.06 Attorney's Fees. In any litigation between the parties hereto arising out of this Agreement, both parties waive the right to seek attorney's fees from the other party. Even if a party is entitled to attorney's fees under a law, rule, statute, or otherwise, both parties expressly waive any such right.

### **ARTICLE 13. MISCELLANEOUS**

13.01 Harmony. CMAR is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by it and its subcontractors for work on the **PROJECT** shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the **PROJECT**. CMAR further agrees that this provision will be included in all subcontracts of the subcontractors as well as the CMAR's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge on account of membership or non-membership in any labor union or labor organization, or the right of any person to work of the Florida Constitution. Owner's liability for obligations, commitments, and unsettled contract claims in the event of termination of this Agreement, shall be limited in accordance with an agreed to subcontract termination clause approved by Owner.

13.02 Ownership of Products and Documents. All documents, reports, analysis maps, blueprints, drawings and other papers and products prepared or received by CMAR in connection with this Agreement ("CMAR's work"), upon payment by Owner of fees accrued and owing at the time of CMAR's work shall be the property of Owner and Owner shall have the right to use CMAR's work subsequently without restriction or limitation.

13.03 Successors and Assignment. No transfer or assignment of the rights and/or obligations of Owner under this Agreement shall be effective without the written consent of the CMAR. No transfer or assignment of the rights and/or obligations of the CMAR under this Agreement shall be effective without the written consent of the Owner. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and the CMAR, its successors and assigns, except as may be otherwise specifically provided herein.

13.04 Notices. All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CMAR:

Action Sports Design, LLC

Mike McIntyre, President  
124000 W. Hwy 71, Suite 350-348  
Austin, TX 78738  
C: 512-221-8036  
Email: [mike@actionsportsdesign.com](mailto:mike@actionsportsdesign.com)

City Contract Administrator:

Alaina Knofla  
Acting Procurement Manager  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984-5099  
772-871-7612 / FAX 772-871-7337  
E-mail: [aknofla@cityofpsl.com](mailto:aknofla@cityofpsl.com)

City Project Coordinator:

Zakariya Sherman, Executive Project Manager  
Parks & Recreation Department  
2195 SE Airoso Blvd.  
Port St. Lucie, Florida 34984  
O:772-871-5083/C:772-206-1610  
E-mail: [zsherman@cityofpsl.com](mailto:zsherman@cityofpsl.com)

The addresses to which notice is to be sent may be changed from time to time by a written notice delivered to each party to this Agreement. Until notice of change of address is received, a party may rely upon the last address given.

13.05 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.06 Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance, and enforcement of this Agreement. This Agreement has been negotiated by the Owner and the CMAR, and this Agreement, including the Exhibits, shall not be deemed to have been prepared by either the Owner or the CMAR, and each of them shall be deemed to have participated equally in the preparation hereof.

13.07 Submission to Jurisdiction.

(1) Each party to this Agreement hereby submits to the Jurisdiction of the courts of the State of Florida with venue in St. Lucie County, Florida, for the purposes of any suit, action, or other proceeding arising out of or related to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(2) The present registered agent of Action Sports Design, LLC is Registered Agents Inc., with an address of 7901 4<sup>th</sup> Street North, Suite 300, St. Petersburg, FL 33702. If at any time during the term of this Agreement, the CMAR is not a resident of the State of Florida or has no partner, officer, employee or agent thereof available for service of process

as a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee or agent available for service of process in the State of Florida, CMAR hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Owner, arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to the CMAR at the address for notices.

13.08 Estoppel Certificates. The CMAR and the Owner shall at any time and from time to time, upon not less than twenty-one (21) calendar days prior notice by the other party, execute, acknowledge, and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as modified is in full force and effect and setting forth such modifications), the dates to which any changes have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the **PROJECT**, if any, of either party made in accordance with the provisions of this Agreement.

13.09 Complete Agreement. The written form of this Agreement and the Exhibits supersede and control over any and all prior agreements, understandings, representations and statements, whether written or oral, made with regard to the matters addressed by this Agreement.

13.10 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.11 Holidays. It is hereby agreed and declared that whenever the time period for a notice or performance under the terms of this Agreement is seven (7) days or greater, and would be made or given or done on a Saturday or Sunday or on a legal holiday observed by the City Council of the City of Port St. Lucie, Florida, it shall be postponed to the next following business day, not a Saturday, Sunday or legal holiday.

13.12 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

13.13 Nondiscrimination.

The CMAR shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. The CMAR 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.

13.14 No General Obligation. In no event shall any obligation of the Owner under this Agreement be or constitute a pledge of the ad valorem taxing power of the Owner within the meaning of the Constitution of the State of Florida or any other applicable laws. Neither the CMAR nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the Owner, in any form on any real or personal property to pay the Owner's obligations or undertakings hereunder.

13.15 Members of the Owner Not Liable. No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the City Council or agent or employee of the Owner in its, his, her, or their individual capacity, and neither the members of the City Council of the Owner, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability by reason of the execution by the Owner of this Agreement or any act pertaining hereto.

13.16 Relationship of the Parties. No party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties, and nothing in this Agreement shall be deemed to contemplate either party as a partner, agent, or local representative of the other party, or relationship between the parties or to create the relationship of employer/employees.

13.17 Maintenance of Records. The CMAR and any subcontractors shall comply with section 119.0701, Florida Statutes. The CMAR and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the CMAR in conjunction with this Agreement, 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 Ch. 119, Laws of Fla., 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 CMAR shall comply with Florida's Public Records Law. THE CMAR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, the CMAR 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 Agreement, the CMAR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the Owner.

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 Owner. The CMAR's records under this Agreement 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 CMAR agrees to make available to the Owner, during normal business hours, all books of account, reports, and records relating to this Agreement.
5. A contractor who fails to provide the public records to the Owner within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the Owner'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 Agreement term and following completion of the Agreement if the CMAR does not transfer the records to the Owner.

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

**IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CMAR'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  
[pr@cityofpsl.com](mailto:pr@cityofpsl.com)**

13.18 Audits. The CMAR shall establish and maintain a reasonable accounting system that enables the Owner to readily identify the CMAR's assets, expenses, costs of goods, and use of funds throughout the term of the 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 CMAR shall permit the Owner'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 CMAR, including, but not limited to, those kept by the CMAR, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the Owner during normal business hours at the CMAR's office or place of business. The CMAR shall not impose a charge for audit or examination of the CMAR's books and records. If an audit discloses incorrect billings or improprieties, the Owner reserves the right to charge the CMAR 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 CMAR's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the Owner's findings to the CMAR. Evidence of criminal conduct will be turned over to the proper authorities.

The CMAR shall also ensure the Owner has these rights with the CMAR'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 CMAR and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the CMAR's obligations to the Owner.

13.19 Scrutinized Companies. By entering into this Agreement with the Owner, the CMAR certifies that it and those related entities of the CMAR, 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 Owner may terminate this Agreement if the CMAR or any of those related entities of the CMAR, 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 Owner 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 Owner determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

13.20 Discriminatory, Convicted, and Antitrust Violator Vendor

Lists. The CMAR 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.

13.21 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. The CMAR understands and will comply with this statute.

13.22 E-Verify. In accordance with section 448.095, Florida Statutes, the CMAR agrees to comply with the following:

1. The CMAR must register with and use the E-Verify system to verify the work authorization status of all new employees of the CMAR. The CMAR must provide the Owner with sufficient proof of compliance with this provision before beginning work under this Agreement.
2. If the CMAR enters into a contract with a subcontractor, the CMAR must require each and every subcontractor to provide the CMAR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CMAR shall maintain a copy of each and every such affidavit(s) for the duration of the Agreement and any renewals thereafter.
3. The Owner shall terminate this Agreement 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. The CMAR shall immediately terminate any contract with any subcontractor if the CMAR has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If the Owner has or develops a good faith belief that any subcontractor of the CMAR knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the Owner shall promptly notify the CMAR and order the CMAR to immediately terminate the contract with the subcontractor.
5. The Owner shall terminate this Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the Owner terminates this Agreement

- under this section, the CMAR may not be awarded a public contract for at least one (1) year after the date on which the Agreement 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 Owner, CMAR, 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.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties have executed this Agreement, the day and year first above written.

CITY OF PORT ST. LUCIE, FLORIDA

ACTION SPORTS DESIGN, LLC

By: Caroline Stugio

By: [Signature]

Purchasing Agent

Authorized Representative

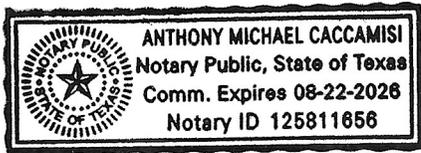
NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF Texas )  
 ) ss  
COUNTY OF TRAVIS )

The foregoing instrument was acknowledged before me by  physical presence or [ ] online notarization, this 13 day of JUNE, 2025, by MICHAEL MCINTYRE who is [ ] personally known to me, or who has  produced the following identification:  
TEXAS DRIVER'S LIC

[Signature]

Signature of Notary Public



NOTARY SEAL/STAMP

ANTHONY CACCAMISI  
Print Name of Notary Public  
Notary Public, State of ~~Florida~~ TEXAS  
My Commission expires: 08/22/26

**EXHIBIT A – PROJECT SCHEDULE**

**1.0 MOBILIZATION AND SITE PREPARATION (21 days)**

ASD shall provide all labor, equipment, tools, and supervision for mobilization and site preparation for the specialty build construction:

- A. Jobsite Trailer and Storage Containers.
- B. Site Survey-Staking and Layout of specialty construction limit of work.
- D. Equipment- rentals and delivery.
- E. Water hoses, trash containers and specialty power tools and tables.

**2.0 STORM DRAINAGE INSTALLATION-SPECIALTY LIMIT OF WORK (21 days)**

ASD shall provide all drain line installation oversight, coordination per plans and specifications.

- A. Coordination, review and approval by ASD Hired Civil Engineer: Kimley Horn.
- B. Storm drainage inlet locations to be located, marked and protected during construction.
- C. Storm drainage testing verifying positive flow and signed off by Civil.

**3.0 DRAINAGE SURFACE SWALES SHAPING-SPECIALTY LIMIT OF WORK (7 days)**

ASD shall provide all drain swale oversight, coordination per plans and specifications.

- A. Coordination, review and approval by ASD Hired Civil Engineer: Kimley Horn.
- B. Storm drainage swale testing verifying positive flow and signed off by Civil.

**4.0 ELECTRICAL CONDUIT TO POWER AND OUTLETS-SPECIALTY LIMIT OF WORK (7 days)**

ASD shall provide all electrical conduit to power oversight, coordination and installation per Electrical plans and specifications.

- A. Coordination, review and approval by ASD Hired Electrical Engineer: Quantum.
- B. Necessary Electrical permits will be obtained by ASD hired electrical contractor.

**5.0 1.5" FDOT AGGREGATE BASE COURSE- (21 days)**

ASD shall provide all labor, equipment, tools, and supervision to perform the construction of the specified profile thickness under entire racetrack, start hill, jump lines, pump track and staging area:

- A. Aggregate Base Rock-1 1/2"- Foundation Layer-6"
- B. Minimum base compaction of 95%
- C. Provide compaction testing results in at least two areas for track, two for pump track, two for jump lines, two for staging, two for start hill area.

**6.0 SPECIALTY RACETRACK-PUMP TRACK-FLOW LINE TEMPLATES- (14 days)**

ASD shall provide custom CNC cut pine wood templates to the exact finish grade of entire riding surface areas for precision. All profiles are proprietary with formulas for riders to flow from start to finish of their lines.

- A. 3/4" steel form rods installed at coordinate points of intersection.
- B. 3D Printed custom brackets for template and stake connections.
- C. Site Surveying of points and final elevations on templates will be set.

**7.0 3/4"-AGGREGATE BASE COURSE-1' LIFTS COMPACTED TO 95% (21 days)**

ASD shall provide all labor, equipment, tools, and supervision to perform the construction of all aggregate base jump and profile shaping. ABC shall meet the bottom elevation of custom cut forms.

- A. ASD to provide 3<sup>rd</sup> party compaction testing.
- B. Aggregate base profile to be final plate compacted prior to rebar.

- 8.0 #3 REBAR 18" ON CENTER-SPEED DOWELS-START STOP FORMS (21 days)**  
ASD shall provide all labor, equipment, tools, and supervision to perform the construction of all rebar reinforcing, dowel connections at start stop locations.
- A. Provide 3<sup>rd</sup> Party rebar inspections prior to any concrete pouring.
- 9.0 RACETRACK START HILL WALLS-FOOTINGS-ENG. FILL 2 (15 days)**  
ASD shall provide all labor, equipment, tools, and supervision for the construction of the Racetrack start hill:
- A. Poured in place formed walls-forms to match exact profiles of ramps and start hill.  
B. 1.5" aggregate base roc fill compacted in lifts.  
C. Third party compaction testing to 95% prior to final forms and rebar.
- 10.0 RACETRACK START HILL-CONCRETE TROUGH BOX (7 days)**  
ASD shall provide all labor, equipment, tools, and supervision for the construction of the ProGate start system.
- A. Plywood formed trough with support for start gate system.  
B. Rebar-base rock-drain line-conduit pipes for lights and control connection.  
C. Third party compaction testing to 95% prior to final forms and rebar.
- 11.0 CHANNEL DRAIN SYSTEM BOX AT BOTTOM OF HILL INSTALLATION (5 days)**  
ASD shall provide all labor, equipment, tools, and supervision for installation of the channel drain system at bottom of start hill encased within concrete formed box.
- A. Channel Drain form, base material, pipe connection to ACO Drain System.  
B. Rebar, concrete and light broom finish top.  
C. Third party compaction testing to 95% prior to final forms and rebar.
- 12.0 START GATE SYSTEM CONDUIT-LOW VOLTAGE (3 days)**  
ASD shall provide all labor, equipment, tools, and supervision to perform the placement of electrical conduit for start gate lights-low voltage system to start gate concrete trough.
- 13.0 START GATE SYSTEM INSTALLATION (5 days)**  
ASD shall provide all labor, equipment, tools, and supervision to perform the placement and finish custom progate adaptive race system:
- A. Set gate system level in trough concrete box. Anchor per manuf. Specifications.  
B. Run all cables to start gate system box and start lights at 30' mark on hill.
- 14.0 START HILL RAMP, DECKING, STAGING BACK RAMP (14 days)**  
ASD shall provide all labor, equipment, tools, and supervision to perform the preparation and placement of all start hill ramps: front, top, back and accessible ramp:
- A. Final base rock compaction and testing.  
B. #3 rebar 12" on center for start hill.  
C. All start stop pour forms and dowels.

**15.0 CONCRETE-SHOTCRETE APPLICATION (30 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete riding surfaces for the Adaptive Racetrack, Pump Track and Jump Lines per plans and specifications.

- A. Concrete Mix Design Certificates achieving over 4,000 PSI mix.
- B. All screeding, troweling, light broom finishing for all surfaced.
- C. 28 day cure period prior to any sport court surfacing installation.

**16.0 CONCRETE STAGING AREA POURS (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete staging concrete flatwork per plans and specifications.

- A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
- B. All screeding, troweling, light broom finishing for all staging surfaces.
- C. 28-day cure period prior to any sport court surfacing logo installation.

**17.0 SPECIALTY BUILD AREA POWER CONNECTION AND TESTING (3 days)**

ASD shall provide all labor, equipment, materials, and supervision to test start gate system, power connections and verify photometrics from Musco Lighting on track per plans and specifications.

- A. Start Gate Power and operational testing.
- B. Power outlet connection testing.
- C. Photometric testing for track riding surfaces.

**18.0 START HILL BARRIER BOARDS AND GUARD RAIL SYSTEMS (10 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all medal fabrication staging barrier board frames and guardrail systems per plans and specifications.

- A. Barrier boards front of Racetrack start hill.
- B. Guardrail systems top and back of start hill and Accessible Ramp.
- C. 28-day cure period prior to any sport court surfacing logo installation.

**19.0 TRUSS FRAMES START AND FINISH (2 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all start hill and finish line truss frame systems per plans and specifications.

- A. Aluminum Start Hill Truss Frame System.
- B. Aluminum Finish Line Truss Frame System.

**20.0 SHADE STRUCTURE SYSTEM FOR RACETRACK START HILL (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for start hill shade structures (3).

- A. Poles and pole footing installation.
- B. Fabric shade installation to poles.

**21.0 CONCRETE PAD AND UTILITIES FOR PRE-ENGINEERED RESTROOM (3 days)**

ASD shall provide all labor, equipment, materials, and supervision for the installation of the concrete pad specified by pre-engineered restroom-admin-concession building and associated utilities needed to connect to building:

- A. Power, water, cable, sewer line connections to building pad locations required.
- B. Utilities inspection and approval.
- C. Pad base, rebar, collars and concrete slab pour.

**22.0 PRE-ENGINEERED RESTROOM (or equal)-VERTICAL CONSTRUCTION (3 days)**

ASD shall provide all labor, equipment, materials, and supervision for the installation for the pre-engineered restroom-admin-concession building and associated fixtures needed to complete the building:

- A. Walls, framing roofing installation.
- B. Fixtures-finishes-stalls installation
- C. Final doors, drinking fountain and utility hookup.
- D. Inspection and sign off

**23.0 BICYCLE PLAY SPACE CONCRETE PAD-WALKWAYS (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete staging concrete flatwork per plans and specifications.

- A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
- B. All screeding, troweling, light broom finishing for all staging surfaces.
- C. 28-day cure period prior to any sport court surfacing logo installation.

**24.0 SHADE STRUCTURE SYSTEM FOR BICYCLE PLAY SPACE (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for bicycle play space (2).

- A. Poles and pole footing installation.
- B. Fabric shade installation to poles.

**25.0 ALL TRACK SURFACING-SPORT COURT SPECIALTY ACRYLOTEX (14 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all riding surface sport court specialty acrylotex surfacing per plans and specifications.

- A. Install approved blue track surface.
- B. Install all white lines and chevron directional arrows.
- C. Install City of Port St Lucie Logos on start hill, turns of racetrack and staging area.

**26.0 STAGE-AMPHITHEATRE WALLS-STEPS AND RAILINGS (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete seat walls, steps, railings, concrete flatwork per plans and specifications.

- A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
- B. All screeding, troweling, light broom finishing for all surfaces.
- C. 28-day cure period prior to any metal coring for metal fabrications.

**27.0 SHADE STRUCTURE SYSTEM FOR AMPHITHEATER (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for amphitheater shade system per plans.

- A. Poles and pole footing installation.
- B. Fabric shade installation to poles.

**28.0 PERIMETER WALKWAYS-BLEACHER PADS (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all concrete staging concrete flatwork per plans and specifications.

- A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
- B. All screeding, troweling, light broom finishing for all staging surfaces.
- C. 28-day cure period prior to any sport court surfacing logo installation.

- 29.0 SHADE STRUCTURE SYSTEMS FOR BLEACHERS (5 days)**  
ASD shall provide all labor, equipment, materials, and supervision to Install all shade systems per plans and specifications for bleacher shade structures (4).
- A. Poles and pole footing installation.
  - B. Fabric shade installation to poles.
- 30.0 PERIMETER TRACK CHAINLINK FENCING AND GATES (3 days)**  
ASD shall provide all labor, equipment, materials, and supervision for the installation of the 4' black vinyl coated chain link fencing, posts, footings and gates:
- A. Footings and posts
  - B. Gate framing, hinges and hardware.
  - C. Chain Link fencing fabric installed and secured.
- 31.0 INSTALL ALL SYNTHETIC TURF AREAS WITHIN THE SPECIALTY L.O.W. (15 days)**  
ASD shall provide all labor, equipment, materials, and supervision to Install all synthetic grass areas per plans and specifications.
- A. Concrete surfaces to receive custom headers to affix turf edging.
  - B. Final grade to be plate compacted prior to any turf installation.
- 32.0 FINAL CONCRETE WALKS-ENTRY PLAZA-DROP OFF-BOLLARDS (5 days)**  
ASD shall provide all labor, equipment, materials, and supervision to Install all concrete walkways for entry plaza, drop off and bollards per plans and specifications.
- A. Concrete Mix Design Certificates achieving over 3,000 PSI mix.
  - B. All screeding, troweling, light broom finishing for all staging surfaces.
  - C. 28-day cure period prior to any sport court surfacing logo installation.
- 33.0 IRRIGATION SYSTEM INSTALLATION (5 days)**  
ASD shall provide all labor, equipment, materials, and supervision to Install all irrigation systems per plans and specifications.
- A. Mainlines, laterals, valves and wiring.
  - B. Spray heads and drip systems per plans.
  - C. Backfill and cleanup.
- 34.0 LANDSCAPE INSTALLATION (5 days)**  
ASD shall provide all labor, equipment, materials, and supervision to Install all landscape plants, mulch per plans and specifications.
- A. Specimen trees and palms.
  - B. Shrubs and grasses
  - C. Mulch and maintenance period start date.
- 35.0 SITE FURNISHINGS INSTALLATION (5 days)**  
ASD shall provide all labor, equipment, materials, and supervision to Install all site furnishings per the construction documents.
- A. Delivery, assembly, mounting and cleaning of final installed furnishings.
  - B. Clean up of all packaging and any warranty items retained for CPSL.

**36.0 PERIMETER SECURITY FENCING 6'-GATES-HARDWARE (5 days)**

ASD shall provide all labor, equipment, materials, and supervision to Install all Security Fencing per plans and specifications.

- A. Fence Posts, footings.
- B. Wire fencing panels and attachments-brackets.
- C. All gate hardware. Keys to CPSL.

**37.0 PROJECT CLEAN UP (3 days)**

ASD shall provide all labor, equipment, materials, and supervision to perform final clean up-power washing and clean up for entire specialty build areas.

**38.0 PROJECT CLOSE OUT-REVIEW WITH CITY STAFF (2 days)**

ASD shall conduct and attend final walk-through and review with City staff for completion and start of maintenance period.

**END OF SCOPE**

**EXHIBIT B – GMP (OWNER DIRECT PURCHASE OPTION**

**EXHIBIT B-BID TAB**

Project: City of Port St Lucie, FL-Adaptive Racetrack  
 Prepared By: Action Sports Design, LLC  
 Date: 20-May-25



ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	CDP
<b>GENERAL CONDITIONS</b>						
	Mobilization & General Conditions	1	LS	\$ 368,000.00	\$ 368,000.00	
	Project Bond-Payment and Performance Bond	1	LS	\$ 200,000.00	\$ 200,000.00	
					<b>\$ 568,000.00</b>	
<b>EARTHWORK</b>						
	FDOT Engineered Fill-Import-Aggregate Base Course 3/8"minus, includes trucking	14,000	CY	\$ 29.06	\$ 406,875.00	CDP
	Track-Pump-Jump-Flow Lines-Specialty Shaping-1' lifts maximum-95% compaction tested	1	LS	\$ 375,000.00	\$ 375,000.00	
					<b>\$ 781,875.00</b>	
<b>STORM DRAINAGE</b>						
	Drain Inlets-10" Nyloplast-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
	Drain Inlets-12" Nyloplast-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
	Drain Line-HDPE SD-10"-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
	Drain Line-HDPE SD-12"-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
	Drain Line-HDPE SD-15"-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
	Clean Out-Junction Box-24" Nyloplast-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
	Channel Drain-Nyloplast-ACO-Bottom of Start Hill-Material-Installation-Inspection-Testing	1	LS	\$ 48,230.00	\$ 48,230.00	
					<b>\$ 337,610.00</b>	
<b>ACRYLIC SURFACING</b>						
	Acrylic Sport Surface-Bicycle Learning Course	8,500	SF	\$ 1.25	\$ 10,625.00	
	Acrylic Sport Surface-Race Track Start Hill	2,177	SF	\$ 2.25	\$ 4,898.25	
	Acrylic Sport Surface-Racetrack	29,809	SF	\$ 2.25	\$ 67,070.25	
	Acrylic Sport Surface-Pump Track	8,600	SF	\$ 2.25	\$ 19,350.00	
	Acrylic Sport Surface-Jump Line	2,900	SF	\$ 2.25	\$ 6,525.00	
	4" Painted Acrylic Sport Striping-Race Track Start Hill	2,177	LF	\$ 1.25	\$ 2,721.25	
	4" Painted Acrylic Sport Striping-Racetrack	2,523	LF	\$ 1.25	\$ 3,153.75	
	4" Painted Acrylic Sport Striping-Pump Track	1,600	LF	\$ 1.25	\$ 2,000.00	
	4" Painted Acrylic Sport Striping-Jump Line	906	LF	\$ 1.25	\$ 1,132.50	
	City Logo Painted Acrylic Sport-Start Hill and 3 Turns	4	EA	\$ 650.00	\$ 2,600.00	
					<b>\$ 120,076.00</b>	
<b>IRRIGATION SYSTEM</b>						
	2" Irrigation Line -Schedule 40	1	LS	\$ 10,000.00	\$ 10,000.00	
	Irrigation System-Planting-Tree Drip-Grass Spray	1	LS	\$ 24,367.00	\$ 24,367.00	
					<b>\$ 34,367.00</b>	
<b>LANDSCAPING</b>						
	Trees	1	LS	\$ 23,200.00	\$ 23,200.00	
	Shrubs	1	LS	\$ 450.00	\$ 450.00	
	Grasses	1	LS	\$ 2,870.01	\$ 2,870.01	
	Mulch-Top Soil	1	LS	\$ 4,104.00	\$ 4,104.00	
					<b>\$ 30,624.01</b>	
<b>FENCING AND GATES</b>						
	4' High Chain Link Fencing-Black Vinyl Coated-Racetrack	1,511	LF	\$ 20.00	\$ 30,220.00	
	4' High Chain Link Double 6' Wide Gate-Black Vinyl Coated-Racetrack	6	EA	\$ 1,000.00	\$ 6,000.00	
	4' High Chain Link Fencing-Black Vinyl Coated-Bicycle Learning Course	507	LF	\$ 20.00	\$ 10,140.00	
	4' High Chain Link Double 6' Wide Gate-Black Vinyl Coated-Bicycle Learning Course	2	EA	\$ 1,000.00	\$ 2,000.00	
	6' High Security Fencing-Black Wire-Park Limit Line	2,166	LF	\$ 62.00	\$ 134,292.00	
	6' High Security Fencing-Black Wire-6' Gate-Park Limit Line	6	EA	\$ 3,600.00	\$ 21,600.00	
					<b>\$ 204,252.00</b>	
<b>SITE FURNISHINGS</b>						
	Aluminum Bleachers	4	EA	\$ 21,342.57	\$ 85,370.28	CDP
	Registration-Admin-Facility-Romtec or Equal Per Plans-Electrical-Internet-Sewer-Water Line	1	EA	\$ 325,500.00	\$ 325,500.00	CDP
	Picnic Tables	6	EA	\$ 2,418.00	\$ 14,508.00	CDP
	Trash Recepticals	6	EA	\$ 1,395.00	\$ 8,370.00	CDP
	Bike Racks	8	EA	\$ 1,023.00	\$ 8,184.00	CDP
	Flag Poles	2	EA	\$ 2,325.00	\$ 4,650.00	CDP
					<b>\$ 446,582.28</b>	
<b>SHADE STRUCTURES</b>						
	Shade Structures-Bleachers	1	LS	\$ 137,591.40	\$ 137,591.40	CDP
	Shade Structures-Bicycle Playspace	1	LS	\$ 137,591.40	\$ 137,591.40	CDP
	Shade Structures-Awards-Gathering Space	1	LS	\$ 137,591.40	\$ 137,591.40	CDP
	Shade Structures-Start Hill Gate Operator-Staging	1	LS	\$ 137,591.40	\$ 137,591.40	CDP
					<b>\$ 550,365.60</b>	

**SYNTHETIC TURF**

Synthetic turf-Amphitheatre	7,500	SQ	\$ 3.35	\$ 25,125.00	
Synthetic turf-Track fence inward	50,000	SQ	\$ 3.35	\$ 167,500.00	
				<b>\$ 192,625.00</b>	

**CAST-IN-PLACE CONCRETE**

Concrete Perimeter Walkway	16,000	SF	\$ 13.87	\$ 221,920.00	
Concrete Staging Area	15,000	SF	\$ 13.87	\$ 208,050.00	
Concrete Entry Plaza	18,000	SF	\$ 13.87	\$ 249,660.00	
Concrete Bicycle Learning Space	8,500	SF	\$ 13.87	\$ 117,895.00	
Concrete Seatwalls-Gathering Space	570	LF	\$ 13.87	\$ 7,905.90	
Concrete Ramps-Gathering Space	3,200	SF	\$ 13.87	\$ 44,384.00	
Concrete Stairset-Gathering Space	98	SF	\$ 13.87	\$ 1,359.26	
Racetrack Start Hill-6" Reinforced Concrete	5,400	SF	\$ 13.87	\$ 74,898.00	
Concrete-Racetrack	29,500	SF	\$ 13.87	\$ 409,165.00	
Concrete-Pump Track	8,600	SF	\$ 13.87	\$ 119,282.00	
Concrete-Jumpline	2,900	SF	\$ 13.87	\$ 40,223.00	
Concrete bollards	1	LS	\$ 18,500.00	\$ 18,500.00	
				<b>\$ 1,513,242.16</b>	

**METAL FABRICATION**

Guard Rails with Pickets- 3M Hill	340	LF	\$ 80.00	\$ 27,200.00	
Guard Rails with Pickets- Entry Ramp	285	LF	\$ 80.00	\$ 22,800.00	
Barrier Boards-Racetrack Start Hill	90	LF	\$ 80.00	\$ 7,200.00	
Handrails-Stair Sets	30	LF	\$ 80.00	\$ 2,400.00	
Guardrails-Gathering Space Ramps	205	LF	\$ 80.00	\$ 16,400.00	
				<b>\$ 76,000.00</b>	

**SIGNAGE**

Track Rules and Regulation Signage	4	EA	\$ 2,325.00	\$ 9,300.00	CDP
Bicycle Play Custom Graphic Panels	6	EA	\$ 7,905.00	\$ 47,430.00	CDP
				<b>\$ 56,730.00</b>	

**EQUIPMENT**

Prostart-8 person Drum Gate-Electric	1	EA	\$ 41,850.00	\$ 41,850.00	CDP
MY Laps timing device System	1	EA	\$ 13,950.00	\$ 13,950.00	CDP
Audio System	1	EA	\$ 23,250.00	\$ 23,250.00	CDP
				<b>\$ 79,050.00</b>	

**ELECTRICAL**

Quadplex Power Outlets-Outdoor with Cover-120V	6	EA	\$ 1,600.00	\$ 9,600.00	
240V Power Outlet with cover	1	EA	\$ 2,800.00	\$ 2,800.00	
3-Phase Start gate	1	EA	\$ 6,500.00	\$ 6,500.00	
Site electrical -Conduit-Trenching-Backfill	1	LS	\$ 19,500.00	\$ 19,500.00	
2" Conduit Sleeve-Racetrack Gate lights-sleeving	150	LF	\$ 25.00	\$ 3,750.00	
				<b>\$ 42,150.00</b>	

<b>BID TAB SUB-TOTAL</b>	<b>\$ 5,033,549.05</b>
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<b>*CONTINGENCY 7% (Based off Bid Tab Sub-Total)</b>	<b>\$ 352,348.43</b>
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<b>PROJECT MANAGEMENT + MARKUP TOTAL</b>	<b>\$ 503,354.91</b>
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<b>TOTAL PROJECT COST-GMP</b>	<b>\$ 5,889,252.39</b>
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\*CDP: City Direct Purchase material option. City has the option to purchase these material list items direct should there be an evaluated cost savings to the project. Lead times will need to be assessed as to not impact the construction schedule.

\*Value of the City Direct Purchase items: approximately =\$115,884.12

\*Any unused contingency at project completion shall be returned to owner and deducted through a change order.

## EXHIBIT C - DEFINITIONS

1. “Agreement” means this Agreement between Owner and CMAR, including any Exhibits attached hereto, and any amendments or revisions to this Agreement or any of the Exhibits.
2. “Authorized Representative” means the person designated by the Owner and CMAR, respectively, to act on its behalf, pursuant to the terms of this Agreement. The Authorized Representative for the Owner is referred to herein in this Agreement as the City’s Project Coordinator.
3. “Bi-Weekly” means once per every two weeks.
4. “Change Order” means a written order to the CMAR signed by the Owner, issued after execution of the Agreement, authorizing a change in the work or an adjustment in the GMP or the Contract Time. The GMP and the Contract Time may be changed only by a Change Order or Contract Amendment. A Change Order signed by the CMAR indicates its agreement therewith, including the adjustment in the GMP or the Contract Time.
5. “Completion (Final)” means acceptance of the **PROJECT** by the Owner as evidenced by its signature upon a final payment Certification form and approval thereof by the City Manager or his designee. The final payment Certification shall be signed only after the Owner has assured itself by tests, inspections, or otherwise that all the provisions of the Agreement have been carried out as required.
6. “Completion (Substantial)” means an acceptance of the work by the Owner when construction is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.
7. “Contract Time” means the period contained in Exhibit A – Project Schedule.
8. “Effective Date of the Agreement” means the date upon which the Agreement is signed and delivered by the latter of the two parties.
9. “Exhibits” means those agreements, forms of agreements, instruments, and other documents attached hereto and designated as exhibits to this Agreement or incorporated by reference into this Agreement.
10. “Field Change Order” is a written change order accepted by the CMAR and approved by the Project Coordinator for minor changes in the work, not involving the adjustments in the GMP or an extension of Contract Time, and not inconsistent with the overall intent of the Contract Documents.
11. “Field Directive Change” is a written directive to the CMAR, issued on or after the Effective Date of the Agreement ordering an addition, deletion, or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed or to emergencies. A Field Directive Change may not change the GMP or the Contract Time, but is evidence that the parties expect that the change directed or

documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the GMP or the Contract Time.

12. “Force Majeure” means those conditions constituting excuse from performance as described in and subject to the conditions described herein.
13. “Guaranteed Maximum Price (GMP)” was established by the CMAR guaranteeing the maximum price to the Owner for the cost of the **PROJECT**.
14. “LD Beginning Date” means six (6) months after the Agreement start date.
15. “Owner” means the City of Port St. Lucie, Florida, a municipal corporation, and any successor in interest thereto.
16. “Permitting Authority” means the City of Port St. Lucie and any other applicable governmental authority acting in its governmental and regulatory capacity, which is required to issue or grant any permit, certificate, or other approval which is required as a condition precedent to the commencement of any construction of the **PROJECT**, or any part thereof, including the Building Permit.
17. “**PROJECT**” means the construction and equipping of the **PROJECT** established in this Agreement and related or appurtenant facilities thereto, in accordance with the Project Plans and Specifications.
18. “Project Plans and Specifications” means the construction drawings and final specifications prepared in the previous design for **PROJECT**, which was performed by CMAR under City Contract 20230085, supplements, amendments or additions thereto approved by the Owner and CMAR, which shall also include any construction drawings and final specifications required for the repair or construction of the **PROJECT**.
19. “Project Schedule” means the estimated and approximate schedule and sequence of events for the commencement, progression, and completion of the **PROJECT**, as contained in Exhibit A, and as such schedule may be amended as provided for in the Agreement.
20. “Project Site” means the designated area where the **PROJECT** is scheduled to occur.
21. “Punch List Completion Date” means the date upon which all previously incomplete or unsatisfactory items, as identified by CMAR and/or Owner are completed in a competent and workmanlike manner, consistent with standards for renovation of this type and with good building practices in the State of Florida.
22. “Subcontractor” means any person or organization as defined in Paragraph 6.01 hereof.

**EXHIBIT D – SINGLE SOURCE JUSTIFICATION DOCUMENTS**



## SOLE SOURCE JUSTIFICATION

### INTENT

In order to better collaborate with Procurement Services efforts within various models of funding between Parks/Recreation departments, Municipalities, Foundations and State/Federal Grants, the following documentation is intended to communicate the scope of sole source processes and components involved in the design and operations of a USA BMX sanctioned facility.

### UNIQUE CORPORATE METRICS and STRUCTURE

- . USA BMX is the Sanctioning Body of the sport of BMX in the United States.
- . USA BMX has been providing sanctioned BMX events for over 45 years.
- . USA BMX is the largest youth cycling program in the world with over 14,000 sanctioned events, 320 sanctioned tracks, and generating more than 550,000 participants annually.
- . USA BMX runs the USA National Championships for both BMX Racing and BMX Freestyle- identifying the US National Team for Olympic qualifying points at World Cups.
- . BMX Racing and BMX Freestyle are Olympic Sports.
- . The USA BMX FOUNDATION has impacted over 225,000 students and at-risk youth nationwide through both STE(A)M education in schools and the RISE mentorship initiative in underserved communities.
- . USA BMX, USA BMX Freestyle, the USA BMX Foundation, and ABA ETHOS are all sub-entities of ABA- *AMERICAN BICYCLE ASSOCIATION*- a private for-profit business.

## PROPRIETARY CRITERIA

### 1) **SANCTIONING**

Only USA BMX sanctioned facilities receive the following programming & activation:

- . Guaranteed events for economic development through sports tourism
- . Insurance for scheduled events and practice
- . Programming from the USA BMX Foundation
- . 5-year licensing package (*worth \$2 million dollars*) for event operations, training, programming, marketing, and copyrighted software

### 2) **FACILITY/BIKE COURSE - DESIGN, ENGINEERING & DIRT SHAPING**

With over 45 years of experience designing and building BMX tracks across the country, the need for quality control and quality assurance in all design/dirt shaping efforts is paramount for not only the rider's safety and high-level performance, but also for maintenance and operational standards.

USA BMX is committed to implementing innovative solutions to elevate the facilities within our industry. ABA ETHOS (*the internal Architectural and dirt shaping team of the American Bicycle Association*) culminates the intellectual property of our entire team to standardize our design requirements/tolerances to meet our operating procedures and protocols (*listed separately under ITEM 3*).

ABA ETHOS is the sole entity that transcends our designs with the recommendations from the elite athletes and their coaches from across the world, the experience of our 320 track operators, and the customer feedback of over 50,000 members to develop our blueprint for success.

### 3) **OPERATIONAL PROCEDURES & PROTOCOLS**

The following list offers examples of protected standards and parameters developed by our internal team of event directors, athletes, coaches, builders, and design professionals:

- . Vehicular sizing & circulation
- . Pedestrian and cyclist circulation
- . Registration staging
- . Visitor Access
- . Race staging
- . Equipment specifications
- . Amateur & Pro lines
- . Volunteer operations
- . Medical team access
- . Moto inquiries
- . Awards staging
- . Super saver collections
- . IT- for operations
- . Durability ratings for building materials
- . Structural clearances
- . USA BMX Foundation Programming
- . Lighting levels
- . Dirt jump design and shaping
- . Administrative offices
- . Community engagement center and suites
- . ETC

## **EXCLUSIVITY**

The following represents the Professional Design Teams authorized and approved by USA BMX to provide copyrighted design and construction documents for the development of new facilities sanctioning Racing, Freestyle and Pump events:

### **ABA ETHOS**

#### TEAM LEAD

- 1) Site Design for parking logistics and event operational circulation.
- 2) Architectural & Interior Design of all above-ground improvements related to BMX operations. Options include- Arena roof, Gym, locker rooms, registration offices, suites, USA BMX Foundation- classrooms and program spaces, mechanics stations, pro-shop, and associated community outreach spaces, if applicable.
- 3) Equipment selection of the following- Starting gates, 3, 5, & 8 meter hill engineering and structure, start and finish line trussing, bleachers, fans, lighting systems, etc- meeting US and International Cycling Federation Standards.
- 4) Design guidelines for overhead lighting.
- 5) Timing system installation and programming, if applicable.

### **ASD (ACTION SPORTS DESIGN)**

#### DESIGN SPECIALIST- BMX RACING, FREESTYLE, PUMP, FLOW COURSES

- 1) Design documents for all competitive and recreational courses
- 2) Associated drainage and site grading
- 3) Landscape architecture

### **WALLACE ENGINEERING**

#### STRUCTURAL ENGINEER

- 1) Specializing in long-span metal building systems, strategy options and operational design tolerances

### **ABA ETHOS**

#### DIRT SHAPING

- 1) Shaping for all dirt jumps, berms, ramps and straights associated with the custom course design and layout.

## **COLLABORATION OPPORTUNITIES**

ABA ETHOS will work with all other required external professional design and construction teams as necessary. These scopes of services can be publicly bid or secured through the RFQ/RFP process as dictated by the local authority having jurisdiction, if necessary.

For Example:

- . Geotechnical Engineering
- . Surveying
- . Environmental studies
- . Civil Engineering
- . Preconstruction services
- . GC, CM-At Risk or CM-Agency
- . MEP Engineering
- . Testing Agencies
- . Utilities & Infrastructure
- . LEED

## **REASONABLENESS OF PRICING AND COST CONTROL**

ABA ETHOS will work with the selected General Contractor or Construction Manager during all phases of design to assist in proactive cost estimating and value engineering. ABA ETHOS will provide examples of costs/budgets in previous projects for guidance.

ABA ETHOS currently has three active projects in:

- . Durango, CO
- . Gretna, LA
- . Tulsa, OK

## **DISTRIBUTORS**

USA BMX does not have other entities acting on its behalf as distributors of facility design or event programming.



## SOLE SOURCE JUSTIFICATION ADAPTIVE ALL-WHEEL PARK ADDENDUM

May 9, 2025

### INTENT

Updated Sole Source Requirements for USA BMX Sanctioned Facilities featuring Adaptive All-Wheel Parks.

### UPDATES

#### 1. Course Shaping and Specialty Amenities

Shaping of all material types for all rideable areas, jumps, berms, ramps, straights, learning, patios and skills areas associated with the custom course design and layout.

#### 2. General Recommendations

ABA Ethos shall work with approved specialty consultants, suppliers and construction teams (pre-qualified by ABA-Ethos) to perform services aligned with the unique features provided within action sports facilities. ABA Ethos considers pre-authorized specialty teams to be a part of the Sole Source qualifications in order to provide the highest level of quality for the project. All Professional Design Teams authorized in the primary Sole Source Justification document are also considered to be pre-qualified specialty consultants, suppliers and construction teams.

Circumstances that would justify a Sole Source Master Agreement for an entire site with multiple scopes:

- Integrated Specialty Construction Across Full Site Boundaries
- Requirements for Unique Construction Methodology and Staging
- One-Source Oversight to unify the Standard of Care
- Specialty Finish Throughout Walkways and Transition Zones
- Economy of Scale for Concrete and Materials
- Accelerated Project Delivery
- Work Force Consistency
- Reduction of Learning Curve and Increased Efficiency
- Ability to Value Engineer in real Time and Make Field-Directed Changes Efficiently
- Reduced Risk of Change Orders
- Greatest Value for Stakeholders
- Control Over Installation Means & Methods
- Preservation of Long-Term Infrastructure Integrity



## Agenda Summary

2026-201

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.g

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approval to Participate in the Sourcewell Cooperative Contract #050625 for Roadway Maintenance Equipment Under City of Port St. Lucie Contract #20260174.

Submitted By: Autumn Bryan, Procurement Contracting Officer I, Office of Management and Budget, 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: Autumn Bryan, Procurement Contracting Officer I, (PMD).
2. Parties: City of Port St. Lucie and PB Loader Corporation.
3. Purpose: To replace aging equipment with two new 4,000-gallon 6X4 Water Trucks.
4. New/Renewal/Modified: New.
5. Duration: Initial term is July 1, 2025, through July 7, 2029, with three (3) additional one-year extensions.
6. Benefits to Port St. Lucie: These vehicles will be used for various drainage and various environmental projects throughout the city. New vehicles will provide more time on the road and less time being repaired.
7. Cost to Port St. Lucie (Annual and Potential): The cost to replace both water trucks is \$407,342.00.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve participation in the Sourcewell Cooperative Contract #050625-PBL with PB Loader Corporation for Roadway Maintenance Equipment.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve participation in the Sourcewell Cooperative Contract #050625 with PB Loader Corporation for Roadway Maintenance Equipment.
2. Move that the Council not approve participation in the Sourcewell Cooperative Contract #050625-PBL with PB Loader Corporation for Roadway Maintenance Equipment.

Background: This purchase provides replacement equipment for the City's Water Trucks assigned to the Drainage Division (PW 7115) and the Environmental Division (PW 3197). Funding for these replacements was included in the approved budget.

Issues/Analysis: N/A.

Financial Information: Funds are appropriated in the Stormwater CIP Fund / Drainage / Machinery & Equipment (#401-4126-564400).

Special Consideration: N/A.

Location of Project: N/A.

Attachments:

1. Contract #20260174 Signed.
2. Sourcewell Master Contract #050625.

*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: 26042-02.

Legal Sufficiency Review:

Reviewed by KeAndrea Davis, Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

**AGREEMENT BETWEEN THE  
CITY OF PORT ST. LUCIE, FLORIDA  
AND  
PB LOADER CORPORATION  
FOR  
ROADWAY MAINTENANCE EQUIPMENT  
COOPERATIVE AGREEMENT**

THIS 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”) and **PB LOADER CORPORATION**, a Foreign Profit Corporation, whose mailing address is 5778 W. Barstow Ave., Fresno, CA 93722 (“Contractor”). City and Contractor may be referred to herein individually as a “party” or collectively as the “parties.”

**WITNESSETH**

**WHEREAS**, the City requires goods and services of Contractor pursuant to RFP #050625 and resulting Contract #050625, for Roadway Maintenance Equipment, between Contractor and Sourcewell (“Lead Agency”), including its amendments, assignments, renewals and addenda (collectively referred to as “Contract Documents” or the “Contract”); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the Contract Documents between the Contractor, its predecessors and/or assignors, and the Lead Agency, including any and all contract renewals, amendments and change orders, substituting the “City of Port St. Lucie” for all references to the Lead Agency in all places; and

**WHEREAS**, the City has the authority to enter into this Agreement with Contractor per RFP #050625, Page 2, Section B which was agreed upon by both the Lead Agency, and the Contractor, its predecessors and/or assignors; 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 the Lead Agency 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 RFP #050625, Page 2, Section B agreed upon by both the Contractor and the Lead Agency, the City is authorized to utilize the Contract via cooperative 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 the Lead Agency, 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 the Lead Agency/Buyer/Customer regarding any and all provisions of the Contract, including by example, but not limited to, 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 July 7, 2029. This Contract allows up to three (3) additional one (1) year extensions upon the request of Sourcewell and written agreement by Contractor.
- D. Purchase Orders. Pursuant to the Contract, Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- E. Product and Pricing. Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into the Master Agreement.
- F. Delivery Time and Location. In accordance with the Contract, Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- G. Government Appropriation. The parties acknowledge and agree that, if any purchases are made beyond City's current fiscal year (on or after October 1<sup>st</sup>), 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.

**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 to:

- A. Keep and maintain public records required by the City 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. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>).
  - 2. During the term of the Agreement, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. 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 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.
  - 4. The Contractor agrees to make available to the City, during normal business hours, all books of account, reports, and records relating to this Agreement.

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.
- B. 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 for by law.
- C. 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.
- D. Upon completion of the 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 the 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 the 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, TO THE CONTRACTOR’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](mailto:PRR@CITYOFPSL.COM)**

**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 section 215.4725, Florida Statutes, 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 section 287.135(4), Florida Statutes, 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 Agreement, arising from this Agreement, or related to this Agreement, 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. Indemnification.** 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 control in connection with the Contractor's performance of services under this Agreement. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and 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 Agreement.

Contractor understands the City is a government entity, so any provision that Contractor even purports, in any document or information, requires the City to indemnify, defend, or hold harmless the Contractor, or any other party, is null, void, and unenforceable.

**Section 8. 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 Agreement, 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 Agreement.

The parties agree and recognize that it is not the intent of the City 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, 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. 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 fire
Medical expense	\$10,000 any 1 person

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 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. Coverage shall

apply on a primary and non-contributory basis. 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 insurances, 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 #20260174 – Roadway Maintenance Equipment (Sourcewell Contract #050625-PBL)."** 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 Agreement 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.

Waiver of Subrogation: By entering into this Agreement, 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. 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.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Agreement. Where an SIR or deductible exceeds \$5,000, the City 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 shall 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, 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, 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 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 Agreement and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of this Agreement.

**Section 9. 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 reimbursements 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 10. 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 Agreement.
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 this Agreement and any renewals thereafter.
3. The City shall terminate this Agreement 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 Agreement for violation of any provision in this section. If the Agreement is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Agreement under this section, the

Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement 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 Agreement was terminated. The parties agree that any such cause of action shall be filed in St. Lucie County, Florida, in accordance with the Venue provision herein.

**Section 11. Construction.** The title of the section and paragraph headings in this Agreement 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 Agreement as a whole. The use of the term “including” in this Agreement 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 Agreement 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 Agreement and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Agreement. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Agreement 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 Agreement.

**Section 12. 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 13. 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 14. Non-Exclusivity.** Contractor acknowledges and agrees that this Agreement is non-exclusive.

**Section 15. Termination for Convenience.** The City may, at any time, with or without cause, or for its convenience, terminate all or a portion of the Agreement upon thirty (30) days written notice to 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 Agreement to the City up to the time of termination, pursuant to Florida law.

**Section 16. Merger.** This Agreement 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. Any quote, invoice, proposal, purchase order, or any other document referencing the Contract or order placed purchasing goods and/or services that are available under the Contract, between the parties, even if not expressly referencing this Agreement, shall be subject to the terms and conditions of this Agreement, and any additional terms and conditions, unless contained in a City Contract Amendment, signed by the City's Purchasing Agent, are null and void.

**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: \_\_\_\_\_

**CONTRACTOR**  
**PB LOADER CORPORATION**



\_\_\_\_\_  
*Authorized Representative's Name*  
Authorized Representative

Date: 2 18 2026



**MASTER AGREEMENT #050625**  
**CATEGORY: Roadway Maintenance Equipment**  
**SUPPLIER: PB Loader Corporation**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
  - a. Asphalt recyclers and reclaimers, hot boxes;
  - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
  - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
  - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
  - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.
- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:  
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

**19) Grant of License.****a) During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

**c) Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

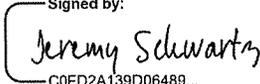
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

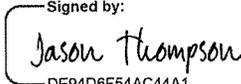
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

PB Loader Corporation

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 7/1/2025 | 1:49 PM CDT

Signed by:  
  
 DE94D6F54AC44A1...  
 By: \_\_\_\_\_  
 Jason Thompson  
 Title: President  
 Date: 7/1/2025 | 10:56 AM CDT

# RFP 050625 - Roadway Maintenance Equipment

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## Vendor Details

Company Name: PB Loader Corporation  
5778 W Barstow Ave.  
Address: Fresno, CA 93722  
Contact: Jason Thompson  
Email: jthompson@pbloader.com  
Phone: 559-273-0006  
HST#: 77-0307955

## Submission Details

Created On: Monday April 14, 2025 11:48:18  
Submitted On: Friday May 02, 2025 16:21:17  
Submitted By: Jason Thompson  
Email: jthompson@pbloader.com  
Transaction #: cc29e9dd-4973-4bf3-acb5-2bb26bb68bf6  
Submitter's IP Address: 147.243.145.116

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PB Loader Corporation
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	n/a
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 35GS0
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722
7	Proposer website address (or addresses):	www.pbloader.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, Cell 559-273-0006, Tel 559-277-7370
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, Cell 559-273-0006, Tel 559-277-7370
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Hinrichs, Business Manager, 5778 W Barstow Ave, Fresno, CA 93722, mhinrichs@pbloader.com, Cell 559-312-5013, Tel 559-277-7370  Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>PB Loader Corporation began operation in 1954 with the invention of the PB front loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance.</p> <p>As a family founded and run company, relationships in business are at the center of what PB Loader stands for. We believe in Quality-Focused product which our customers can rely on year-in and year-out. We do not believe in a one-size-fits-all approach. We Innovate and engineer products to meet the exact needs of our customers. When a customer chooses PB they can count on a quality product assembled by experienced professionals. With a Customer Service Mindset, we stand behind our products with a successful network of dealers and a production, engineering, and sales staff who are available for support.</p> <p>PB Loader believes in conducting business with Integrity and Accountability, providing a proven product. Effective Communication both internal and external is paramount to achieving the best customer experience. We are committed to continuous improvement, fostering Growth for our employees, customers, and the communities we serve. Safety is our top priority and the driving force behind every truck we build—engineered from the ground up to protect what matters most.</p> <p>Upon invitation to partner with Sourcwell thirteen years ago, we learned their go-to-market strategy fell in line with our core values. Moving forward, we have adopted Sourcwell as our company's predominant method of procurement. We firmly believe the present and future of government procurement is cooperative purchasing with Sourcwell and PB leading the field.</p>
12	What are your company's expectations in the event of an award?	<p>We have risen to the top of the road maintenance Sourcwell category with contract #080521 over the last three terms. Upon receiving an award, we will continue this success. We will continue growth by training our sales force and dealer network on Sourcwell and Canoe procurement. Our commitment remains to keep Sourcwell at the forefront of our go-to-market strategy.</p> <p>As this contract matures, we will expand into additional Sourcwell product offerings, to enhance the customer's experience.</p> <p>We have, and will always, add customer-specific models to serve their requirements, facilitating effortless repeat equipment purchases. As an example, PB Loader has added listings of custom products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company.</p> <p>PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in almost doubling the size of our company. We have been resilient through the COVID pandemic, financial crash of '08, and will adapt to any future hardships with success. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcwell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product.</p> <p>Patcher – Depending on the state, we have 45%-90% of the market share. We typically have a high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America.</p> <p>Since our last contract we have had an even better representation. We are committed to using local dealers who can serve our customers.</p> <p>We expect our market share to continue to growth because of our Sourcwell partnership.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>We represent one of the top suppliers in the Canadian market with our asphalt patchers and it continues to be an area of growth. We expect the continued roll-out of Canoe to be pillar on which we utilize for growth.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>We have never petitioned for bankruptcy protection</p>

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PB Loader is a manufacturer who utilizes Sourcewell to sell our products in partnership with a network of dealers and our team of sales experts. We have 30 dealers with 49 branches covering the US states and Canada (see list). We are continually improving our dealer network and expanding into additional markets. We evaluate our dealers to ensure they continue to meet PB Loader and Sourcewell standards.  We have a team of dedicated sales and support experts to train our dealers in the utilization of Sourcewell. PB Loader believes in providing first-class customer service that is tailored to the needs of Sourcewell customers and our dealers. Our team includes the President of PB Loader, National Sales Directors, Territory Sales Representatives, Inside Sales and Customer Care Specialists, Engineers, Trade Show Support Specialists and Sales Assistants.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PB Loader has various local and state resale/business licenses, Louisiana Motor Vehicles license, and California licensed used vehicle dealership. We are a final stage vehicle installer
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	PB Loader has never had any suspension or debarments applied
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We been a National Truck Equipment Association (NTEA) – MVP Member, and have received awards and recognitions from our vendors  Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.
21	What percentage of your sales are to the governmental sector in the past three years?	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Within those government sales the vast majority of their spend utilizes our Sourcewell contract.  Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.
22	What percentage of your sales are to the education sector in the past three years?	Our product offering is geared toward public works agencies for maintenance, however, there is occasional overlap with school district ground maintenance equipment needs.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	None, we focus only on our Sourcewell contract
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA or SOSA contract. We do provide our road maintenance products to military bases. We are looking forward to participating in the Inter-governmental Support Agreement (IGSA) to better support their needs.

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles	Ray Perez	323-526-9221
City of Colorado Springs	Michael Shill Jr.	719-385-6711
Los Angeles County	, Frank Solano	626-458-7307
Shannon Platt	Inyo County	760-937-5136
Brad Hunter	Fort Worth	214-399-5809

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Our sales force is organized to support our dealer network while working directly with the member agencies. We take it upon ourselves to ensure Sourcewell members receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure dealers and customers utilize Sourcewell as their primary procurement method.</p> <p>Each team member listed below is committed to growing our company revenue through Sourcewell.</p> <p>Our team consists of twenty-three (23) sales and support professionals:</p> <p>Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives.</p> <p>Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support.</p> <p>One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allow our sales team more time to respond to customers.</p> <p>Two (2) Parts/Service Salesperson who are dedicated to meeting the aftermarket needs of our customers to ensure a quick response to customers' needs.</p> <p>One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure a quick response to any situation that arises.</p> <p>One (1) Trade Show Support provides extra sales assistance at booths and other event functions.</p> <p>We have an Engineering team of Ten (10) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>PB Loader sells via a network of dealers across North America. It is our belief that partnering with local dealers provides the best customer experience for Sourcewell members. Please see the attached dealer list.</p> <p>We currently have 30 dealers totaling 49 branch locations in the US and Canada, totaling almost 200 dealer salespeople. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada.</p> <p>Our sales team regularly visit our dealers to ensure they are trained in our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement opportunities.</p>

28	Service force.	<p>The above-mentioned dealer network employs factory-trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities.</p> <p>The PB Loader sales team provides service support by being the first point of contact for customers' questions on the operation product usage, and troubleshooting.</p> <p>At initial delivery, we provide an operator training course. For added value, PB Loader offers free training for the life of the unit. We want to ensure that our customers can utilize the product safely and effectively. Replacement manuals and instruction/safety decals are also provided at no charge for the life of the unit.</p> <p>PB Loader utilizes its service and engineering teams that can be sent around the country to support our dealers and member agencies. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference.</p> <p>We partner with local third-party repair shops that are closer and provide a quicker turnaround than some dealer locations. We support customers who provide their own service. We offer a reimbursement program for those who are required to do their own warranty work.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directed at PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes operator training. Once payment is received, it is recorded and placed in our Sourcewell quarterly report.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our member agencies. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers.</p> <p>We also have a free lifetime replacement program for our manuals and all instruction/safety decals.</p> <p>PB Loader's engineering and customer care teams provide phone/video technical support to both dealers and end users.</p> <p>When we are contacted with a service/warranty issue, a ticket is created within our ERP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involved in rectifying the problem, solutions develop quicker, and response times are improved.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We have made and will continue to make the Sourcewell contract the preferred choice of procurement for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are looking forward to expanding Sourcewell procurement utilizing the Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. Canada has been a major customer base for us and will continue to be.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>We fully serve all geographic areas within North America.</p>
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	<p>We fully serve all Sourcewell participating entities within North America</p>
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories.</p> <p>We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.</p>
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	<p>Yes, we will fully serve nonprofit entities</p>

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcewell is integrated and promoted heavily into our sales process.</p> <p>A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method of purchasing PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it to be known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and sales personal apparel.</p> <p>We have committed to displaying the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles.</p> <p>The most important part of our strategy is having direct conversations with members and potential member agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and with almost 200 dealer salespeople these conversations occur daily.</p>
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>PB Loader utilizes a third-party agency to drive customers to our website, and we have seen great success with the number of customer inquiries. We also work with our dealer marketing departments to help them create content and post with their social media platforms.</p> <p>Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, new features and our Sourcewell contract.</p> <p>In 2025 we will move away from a third-party agency and hire a full-time marketing manager, we believe we create greater success this way and focus our message.</p>
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell.</p> <p>We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use cooperative purchasing.</p> <p>The sales integration process of Sourcewell being the primary method for our customers purchasing PB products, began thirteen years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolving and improving that strategy as new ideas come to the forefront.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and the dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not robust enough of a process to fulfill our customers' needs.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>We offer free operator training and maintenance training onsite when the member agency puts the unit into service. We provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. We provide free manuals, and instructional/safety decals for the life of the unit.</p> <p>We have a dedicated person at the factory so that customers can call for any kind of troubleshooting or operational advice. The sales staff can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide pothole patcher training school which we encourage Sourcewell members to attend.</p>	*
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>Our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.</p> <p>Our warranty does not have any usage restrictions or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.</p> <p>Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada.</p> <p>We will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service for the end user.</p> <p>Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.</p>	*
43	Describe any technological advances that your proposed Solutions offer.	<p>We like to be in the forefront of technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.</p> <p>We have become very experienced with the installation of truck bodies on EV chassis, we have designed our products to integrate into EV chassis.</p>	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel.</p> <p>We have worked closely with several electric chassis manufacturers so that we are at the forefront of the technology and offer fully electric equipment.</p> <p>As a company we feel our carbon footprint is important with our products and how we operate. The entire facility utilizes highly efficient LED lighting. We also have several recycling programs for steel, cardboard, and e-waste. We have replaced half our fleet of forklifts with EV full electric, and will replace the remaining fleet in the next few years</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We do not know of any third parties that label road maintenance equipment specifically. As stated in question 44, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.</p>	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>PB Loader's products significantly reduce carbon emissions compared to traditional asphalt repair systems by integrating multiple low carbon innovative solutions. Among them are fully electric chassis, CNG-powered chassis, and ACT ultra-low emission chassis greatly reducing fossil fuel combustion and tailpipe emissions.</p> <p>We offer fully electric asphalt tools and accessories with our pothole patchers. Our units are heated by radiant air chambers which are very energy efficient. Many traditional units use heating oil which requires regular oil changes, creating a larger carbon footprint. Our patcher utilizes LPG or CNG as our main burner fuel choice, whereas many other units use diesel as their only fuel choice. There are electric heated units powered by hydraulic generators which require the chassis engine to burn more diesel to create electricity. We offer hook-lift and slip-in units that utilize existing chassis in the customers' fleet, thus reducing the overall carbon footprint.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>PB Loader uses the lowest VOC automotive paint on the market. In addition, we offer environmentally friendly solvents and emulsion oil which break down naturally without leaving toxic residues protecting ground water.</p>	*

48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>Our products are engineered with superior ergonomic features that deliver safety, and efficiency for operators. From large valve handles and dials designed for gloved use to intuitive cab controls and multiple control locations, every detail is made for ease of operation. The ladder and step system ensures safe, easy access. Other features include a fully hydraulic-operated lift for the compactor, top doors and rear doors.</p> <p>Our operator friendly emulsion application wand, optimal height for shoveling box, and hydraulic discharge system make handling materials easier and safer. With smart tool storage at comfortable heights and accessible maintenance points, our equipment is built to reduce fatigue.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>Safety is a top priority in our equipment design and functionality. PB Loader boasts many safety features including traffic advisory warning lights and traffic flags/cone storage. Our burner system is safely positioned at the front of the unit well away from the operator and features a covered design for added protection, along with a labeled burner shut-off switch for rapid response. Every unit is also equipped with a fire extinguisher.</p> <p>We train strict PPE protocols: all personnel are instructed to wear gloves, steel-toe work boots, safety glasses, high-visibility vests, and ear protection.</p> <p>This combination of equipment-integrated safety features and PPE ensures both fire prevention and operator protection are consistently upheld.</p>	*
50	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product's lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction.</p> <p>What makes our products unique is that we do not believe that one size fits all solutions; agencies have very different needs because of their geographic location, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. More importantly, we offer hundreds of options and will custom build additional features base on the customer's needs.</p> <p>We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customers and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact.</p> <p>We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers with the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the member agency is completely satisfied.</p>	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners:
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Westcoast Materials
57		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Cicero Brothers Main Street Materials
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.
61	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Each standard Sourcwell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept P-card payments with no additional processing fee.

64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog including chassis.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog including chassis.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	There is a small PDI fee that dealers will charge to prep the unit prior to delivery. There may also be DMV and other government fees that may be accessed when applicable.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes.  For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the member agency and are ready for operation. We meet special delivery requests, to better serve the customer.  Trail samples of green products are also available with delivery upon request.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or member agency is cross-checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders are placed in the quarterly report and a dealer cannot sell any Sourcewell product without our knowledge.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Since we have been an awarded vendor for three contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The price is as good or better to Soucrewell members, than non-members *

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>PB Loader offers a large range of roadway maintenance equipment from asphalt pothole patchers, asphalt hot boxes, seal coat/emulsion sprayers, and marker application bodies. We have an extensive offering of truck equipment products that support our and the greater marketplace for asphalt road maintenance equipment. For example, often crack sealers do not operate alone, you need a chassis with a flatbed and air compressor, not only to tow the crack sealer but also to blow out the debris in the crack before applying the crack sealant. Another example is pavement grinding equipment needs a dump truck to collect the grinding. With this significant depth and breadth of equipment offered by PB Loader we can better meet the needs of Sourcewell members by being one stop shop for most of their equipment requirements.</p> <p>Asphalt (Pothole) Patchers:</p> <p>PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that.</p> <p>Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch.</p> <p>PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day.</p> <p>Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump                  Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer                  Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8,10,12 cubic yards</p> <p>Hundreds of options and custom configurations such as: (refer to catalog for complete list)</p> <p>Flasher, safety                  Spoils bins                  Toolboxes and baskets                  Arrow boards                  Vibratory compactors and rollers                  Back up alarms and camera equipment                  Air compressors                  Generators                  Jack Hammers                  Hose reels                  Work decks                  Water containers                  Fire Extinguisher, first aid kits, triangle kits</p> <p>Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer.</p> <p>PB Patchers come in two formats, a "V" hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models.</p>

Proven Features

- Heavy Duty Design
- All Hydraulic Operation
- Radiant Heat System
- Burner Systems Available in LPG, Diesel, and Electric Generator
- Fully Insulated Asphalt Container
- Hand Torch with 200,000 BTU Output
- Convenient Operator Controls
- Emulsion Spray System

Hot Boxes:

PB Loader offers two main sizes (2 and 3 yard) of hot boxes trailers and skid mount units. They come equipped with fully hydraulic functions, seal coat/emulsion spray system, jack hammer systems, compactor plate with hydraulic lift, and many other accessories. The units can also be ordered bare bone to meet the more budget-friendly needs of Sourcewell members. Custom sizes and configurations are available upon request.

Seal Coat/Emulsion Sprayers:

PB offers seal coat/emulsion sprayers with more sizes and features than anyone else in the industry.

Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers' needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailers, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations.

Truck Mounted Styles: 15-200 gallons  
 Trailer Mounted and Slip-In Styles: 200-700 gallons

Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters.

Compressor Type Sprayers - Compressor type emulsion sprayers are available in many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor.

Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform.

Oil (asphalt) Distributors:

PB Loader offers trailer and slip-in mounted oil distributors in the 600-to-1000-gallon range. These units are equipped with a 2" insulated tank, LPG burner system for heating, fully function spray bar with actuated side wings and individual adjusted spray nozzles. This will give the operator full control and adjustability of the desired material spray pattern. Our oil distributors are capable of surface treatments, chip sealing, fog sealing and prime coat for paving operations

Road Marker Application Bodies:

PB manufactures various maker and kettle applications bodies. Our maker body features two personal pods that can rise and lower to provide proper position for applying the melter adhesive and the reflective puck. The product is equipment with an adhesive melter kettle and storage for the melter material and pucks, with all other tools and safety equipment needed to get the job done. Our other application bodies feature a dedicated section for the mounting of an adhesive melter kettle, crack sealers or mastic systems and the storage system for the material they use. Tooling and safety equipment are also incorporated into their design.

PB Truck Mounted Loaders:

PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment.

PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, toolboxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:

PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- International
- Kenworth
- Peterbilt
- Isuzu
- Rizon
- BattleMotors

Dump Bodies:

PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:

PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay toolboxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
- Tread Plate Floor
- Wood Deck
- Aluminum Body
- Rancher Body
- Dumping Bodies
- Stake Sides (wood, steel, aluminum)
- Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:

PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:

PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Swaploader Hook Lifts:

We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

- Single axle from 7,500 lbs. to 24,000 lbs. capacity
- Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:

Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

- Tommy Lift Gate
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck under
  - Dump Through
- Palfinger Lift Gates
  - Cantilever
  - Pick Up Truck
  - Utility Body
  - Flatbed
  - Box Body
  - Rail Gate
  - Tuck Under

Compressor Systems:

Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

- Vanair
  - Under deck rotary screw compressors from 60 to 185 CFM
  - Hydraulic driven compressors from 30 to 85 CFM
  - Engine driven compressors from 30 to 85 CFM
  - All-In-One systems combines air, electric generators, welder, and hydraulic
- into one unit
  - Sullivan-Palletek
    - Above deck skid mount, engine driven, 185 CFM
  - Other brands
    - Small engine reciprocating compressor

		<p style="text-align: center;">Electric 12V compressor</p> <p>Cranes: We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:</p> <ul style="list-style-type: none"> <li>Elec</li> <li>Hydraulic             <ul style="list-style-type: none"> <li>Folding, compact</li> </ul> </li> <li>Outriggers             <ul style="list-style-type: none"> <li>Spitzlif</li> <li>Palfinger/Reading</li> <li>Venturo</li> </ul> </li> </ul> <p>Customer Specific Custom Road Maintenance Equipment: As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.</p> <p>Additional Accessories: On this contract PB offers many additional accessories to upfit any truck or support bodies with all the tools that road crews need. For example, but not limited to:</p> <ul style="list-style-type: none"> <li>Whelen safety lights</li> <li>PSE Code3 Safety Lights</li> <li>Work lights and spotlights</li> <li>Warn Wenches</li> <li>Toolboxes and baskets</li> <li>Toolholders</li> <li>Back up cameras and sensors</li> <li>Bed vibrators</li> <li>Pull Tarps</li> <li>Inverter Systems with electrical outlets</li> <li>Fire extinguishers and triangle kits</li> <li>Water coolers</li> <li>Wash Tanks</li> <li>Ladder and material racks</li> <li>Vises</li> <li>Reflective safety tape and panels</li> </ul>
77	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers, hot boxes, emulsion/seal coat sprayers oil distributors, and maker application bodies. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs.</p> <p>Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalts support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.</p>

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer several sizes and types of hot boxes in Trailer and Skid mount designs
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer a fully range of Patchers, and a large offering of seal coat/emulsion sprayers
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not have these products
81	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer marker application bodies

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - 1\_Pricing.zip - Friday May 02, 2025 15:16:25
  - [Financial Strength and Stability](#) - 2\_Financial Stregth & Stability.zip - Friday May 02, 2025 15:16:36
  - [Marketing Plan/Samples](#) - 3\_Marketing Plans & Samples.zip - Friday May 02, 2025 16:14:33
  - [WMBE/MBE/SBE or Related Certificates](#) - Binder WMBE Certs.pdf - Monday April 28, 2025 14:49:16
  - [Standard Transaction Document Samples](#) - 6\_Standard Transaction Document Samples.zip - Friday May 02, 2025 15:24:23
  - Requested Exceptions (optional)
  - [Upload Additional Document](#) - 7\_Additional Documents.zip - Friday May 02, 2025 15:24:39

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jason Thompson, President, PB Loader Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Roadway_Maintenance_Equipment_RFP050625 Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Roadway_Maintenance_Equipment_RFP 050625 Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1



Agenda Summary  
2026-202

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.h

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Contract #20260162 for Real Time Public Safety Center and Maintenance Services with AV-Worx, LLC.

Submitted By: Alaina Knofla, Procurement 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: Alaina Knofla, Procurement Manager, PMD.
2. Parties: City of Port St. Lucie and AV-Worx, LLC.
3. Purpose: Purchase of AV-Worx Real Time Public Safety Center (RTPSC).
4. New/Renewal/Modified: New.
5. Duration: Five (5) years.
6. Benefits to Port St. Lucie: Awarding this contract will provide the City of Port St Lucie with a modern RTPSC that enhances officer safety, improves response times, strengthens crime prevention and investigation efforts, and supports data-driven policing strategies. The RTPSC will serve as a force multiplier by allowing personnel to access and analyze real-time information more efficiently.
7. Cost to Port St. Lucie (Annual and Potential): Total cost \$1,424.653.12.

Presentation Information: N/A.

Staff Recommendation: Move that the Council Contract #20260162 for Real Time Public Safety Center and Maintenance Services with AV-Worx, LLC under City Code of Ordinances, Section 35.08(a)(10) (cybersecurity exemption from formal bidding) and Section 35.08(a)(23) (security and firesafety exemption from formal bidding).

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Contract #20260162 for Real Time Public Safety Center and Maintenance Services with AV-Worx, LLC.
2. Move that the Council not approve Contract #20260162 for Real Time Public Safety Center and Maintenance Services with AV-Worx, LLC and provide staff with direction.

Background: The Port St Lucie Police Department is pursuing the development of a Real-Time Public Safety Center to enhance public safety operations through centralized monitoring, real-time intelligence sharing, and integrated technology systems. The RTPSC will support patrol operations, investigations, emergency response,

and interagency coordination. AV-Worx envelopes RTPSC expertise, integrated services, and proven public safety command center experience required to meet the City of Port St Lucie's operational needs. AV-Worx specializes exclusively in public safety command centers, Real-Time Crime Centers, Emergency Operations Centers (EOC), and mission-critical environments. The firm provides a turnkey RTPSC solution, including system design, engineering, technology integration, furniture, audiovisual systems, video walls, installation, testing, and training under a single vendor responsibility model. AV-Worx has proprietary design methodologies and integration processes specifically developed for law enforcement RTPSC environments that are not available through other vendors. The proposed solution ensures compatibility and seamless integration with the City's existing public safety technologies and planned future systems.

Issues/Analysis: AV-Worx offers proven capability to integrate multiple systems into a unified operational environment. Services include comprehensive project management, training, and post-installation support, compliance with all technical specifications and procurement requirements, and continuity of service and vendor support. The total project cost includes system design, equipment, installation, testing, training, warranty support and service maintenance. No additional budgetary impact is anticipated at this time.

Financial Information: Equip & Installation 001-2105-551644 & Maintenance 001-2105-546200.

Special Consideration: N/A.

Location of Project: N/A.

Attachments: Pursuant to section 119.0725 and section 119.071(3), Florida Statutes, no attachments are included as a part of this agenda item.

*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: 26057-04.

Legal Sufficiency Review:

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



Agenda Summary  
2026-232

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 7.i

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Placement: Consent Agenda

Action Requested: Motion / Vote

Approve Sole Source Contract #20260047 for Water and Wastewater Fluid Controls at the Water & Wastewater Treatment Facilities with Fluid Control Specialties, Inc.

Submitted By: Alaina Knofla, Procurement 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: Alaina Knofla, Procurement Manager, (PMD).
2. Parties: City of Port St. Lucie and Fluid Control Specialties, Inc.
3. Purpose: The Utility Systems Department (USD) requests approval to contract with Fluid Control Specialties, Inc., as a sole source vendor for the purchase of specialized flow meters necessary to prevent operational disruptions at the Water and Wastewater Treatment Facilities.
4. New/Renewal/Modified: New.
5. Duration: Two (2) years with three (3) one (1) year renewal options.
6. Benefits to Port St. Lucie: These flow meters are essential to both water and wastewater treatment operations. They are specifically designed and configured for the existing plant systems and are critical to maintaining regulatory compliance, ensuring accurate process control, and supporting the continuous, efficient operation of the facilities.
7. Cost to Port St. Lucie (Annual and Potential): Total compensation will vary depending on orders placed, and there is no guarantee of spending or volume of purchasing. However, the estimated spend is not to exceed \$250,000.00 annually.

Presentation Information: N/A.

Staff Recommendation: Move that the Council waive formal bidding, per City Code of Ordinances, Section 35.08(a)(25)(a)(1) (sole source where the compatibility of equipment, accessories or replacement parts is the paramount consideration), as there is no commercially available substitutes for these components and/or replacement parts, which can only be purchased from the manufacturer or distributor, and approve Contract #20260047 for Flow Meter Controls for Water & Wastewater Treatment Facilities with Fluid Control Specialties, Inc.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve Sole Source Contract #20260047 with Fluid Control Specialties, Inc.

2. Move that the Council not approve Sole Source Contract #20260047 with Fluid Control Specialties, Inc. and provide staff with direction.

Background: Flow meters are essential components of the treatment process, providing precise measurement and monitoring of system flows. Proper functionality of these devices is required to meet regulatory requirements and to maintain reliable plant performance.

Issues/Analysis: Fluid Control Specialties, Inc., is the sole source provider for the required flow meters due to the proprietary nature and compatibility requirements of the equipment with existing plant infrastructure. USD has an established history with this vendor, and standardization of equipment ensures consistency in maintenance, calibration, training, and spare parts inventory. Utilizing this vendor minimizes operational risk and avoids potential compatibility issues or service.

Financial Information:

- Funds are appropriated in the following accounts:
- 431-3310-546300
- 438-3310-563000
- 431-3312-546300
- 438-3312-563000
- 431-3512-546300
- 438-3512-563000
- 431-3513-546300
- 438-3513-563000

Special Consideration: N/A.

Location of Project: USD Water Treatment & Wastewater Treatment Facilities.

Attachments:

1. Signed Contract #20260047.
2. Sole Source Approval.
3. OpenGov Posting.

*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: 26041-19.

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 #20260047**

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 FLUID CONTROL SPECIALTIES, INC., 111 Maritime Drive Sanford, Florida 32771 & Telephone (407)302-5611, 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 for Water and Wastewater Fluid Controls within the City of Port St. Lucie's Various Water/Wastewater Treatment Facilities on an As-Needed Basis, as well as other tasks more specifically described in this Contract; 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: Fluid Control Specialties  
111 Maritime Drive  
Sanford, Florida 32771  
407-302-5611  
rpettijohn@fc-specs.com  
Swhritenour@fc-spec.com

City Contract Administrator: Alaina Knofla, Procurement Manager  
  
Procurement Management Division  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
772-871-7612  
aknofla@cityofpsl.com

City Project Manager: Daniel Burdett  
Utilities Systems Department  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34952  
772-873-6474  
dburdett@cityofpsl.com

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

Provide various meter systems to the City of Port St. Lucie Water Treatment Facilities. Attachment A is the product list to be ordered on an as needed basis. Attachment A is incorporated herein for the sole purpose of providing the list of items to be purchased and the prices of said items. The parties agree that any terms and conditions in Attachment A, or contained in a link provided in Attachment A, do not form part of this Contract.

**SECTION IV**  
**TIME OF PERFORMANCE**

The Contract Period start date will be \_\_\_\_\_ and will terminate two (2) years thereafter on \_\_\_\_\_. 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 Contract has not been completed by the specified date, including shipment and/or receipt of goods ordered prior to

Contract expiration, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the Contract 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 he has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension, with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

#### **SECTION V** **RENEWAL OPTION**

Upon completion of the initial two-year term, there will be three (3) one (1) year renewal options. Such renewal options shall be accomplished with a Contract Amendment executed by duly authorized representatives of each party.

#### **SECTION VI** **COMPENSATION**

Total compensation will vary depending on orders placed, and there is no guarantee of spending or volume of purchasing. However, the estimated spend is not to exceed \$250,000.00 per year. Contractor shall provide invoices for goods no later than by the tenth (10th) day of the month following an order. The City shall make payments for all goods in accordance with Florida's Prompt Payment Act. Each invoice must contain all required information, including this Contract number, a unique invoice number, the Contractor's full legal name, address, and telephone number, and any additional information requested by the Project Manager.

#### **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 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 charges, 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 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 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**

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 #20260047 – Water and Wastewater Fluid Controls within the City of Port St. Lucie's Various Water/Wastewater Treatment Facilities on an As-Needed Basis."** 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.

Installation Floater Insurance: Contractor shall purchase and maintain Installation Floater insurance in an amount equal to 100% of the completed value of the project (contractor's labor, equipment, materials, or fixtures to be installed, in-transit, or stored off-site during the performance of the contract) including any amendments thereto (without coinsurance). The Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the work site. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for fire, lightening, windstorm/and hail, theft, flood and earth movement as well as coverage for losses that may occur during equipment testing. The policy shall include coverage for pollutant cleanup, debris removal, demolition, water damage, backup of sewer and drains, installation/testing of traffic signals and signs. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City of Port St. Lucie, has an insurable interest in the property required to be covered. Policy shall be

endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City of Port St. Lucie. The Installation Floater shall provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. Contractor is responsible for the payment of all deductibles under the Installation Floater policy. The Installation Floater coverage shall include a waiver of subrogation rights endorsement in favor of the City.

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 policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but 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**

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.

## **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 Contractor shall comply with Florida's Public Records Law. 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.

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 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 Contract.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

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

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

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

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

**CITY CLERK**  
**121 SW Port St. Lucie Blvd.**  
**Port St. Lucie, FL 34984**  
**(772) 871 5157**  
**[pr@cityofpsl.com](mailto:pr@cityofpsl.com)**

I.

**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 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 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** **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.

## **SECTION XVIII** **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 1<sup>st</sup> through September 30<sup>th</sup>.

**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.

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

**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.

**Cooperative Purchasing Agreement** – This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each public entity will be responsible for execution of its own requirements with 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 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.

**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**  
**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 any other manner not in compliance with specifications. Expenditures as defined herein shall include, but are not 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. Any such reimbursement, at 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. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XXVI**  
**APPROPRIATION APPROVAL**

The Contractor acknowledges that the City'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 XXVII**  
**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 XXVIII**  
**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 XXIX**  
**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 XXX**

## **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 XXXI** **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 XXXII** **ORDER OF PREFERENCE**

N/A

## **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**  
**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 XXXV**  
**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 XXXVI**  
**NON-EXCLUSIVITY**

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. 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.

Contract #20260047

(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

CONTRACTOR

By: \_\_\_\_\_  
Purchasing Agent

By: Suzanne Whitener  
Authorized Representative

NOTARIZATION AS TO AUTHORIZED REPRESENTATIVE'S EXECUTION

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF Seminole    )

The foregoing instrument was acknowledged before me by [] physical presence or [] online notarization, this 4<sup>th</sup> day of March, 2026, by Suzanne Whitener who is [] personally known to me, or who has [] produced the following identification:

\_\_\_\_\_

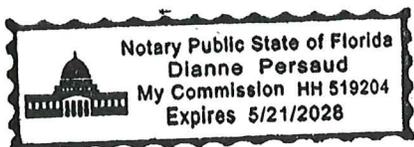
Diane Ferrel  
Signature of Notary Public

Contract #20260047

NOTARY SEAL/STAMP

DIANNE PERSAUD

Print Name of Notary Public  
Notary Public, State of Florida  
My Commission expires:





**SCHEDULE A**

QUOTATION		
DATE	NUMBER	PAGE
1/19/2026	0025842	1 of 5

**UN-APPROVED**

B COP130  
 I CITY OF PORT ST LUCIE  
 L 1001 SE Prineville St.  
 L PORT SAINT LUCI, FL 34983  
 T US  
 O

S CITY OF PORT ST LUCIE  
 H 5799 LTC Pkwy  
 I PORT ST LUCIE, FL 34986  
 P USA  
 T  
 O

Accepted By: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO#: \_\_\_\_\_  
 Ship To: \_\_\_\_\_

ATTENTION:  
 UTILITIES 772-873-6421 JDISSLIN@CITYOFPSL.COM  
 DDeLaHaye@cityofpsl.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30

CUSTOMER REF/PO#	JOB TITLE	SLP	SHIPPING TYPE
METERS		RGP/RGP	PREPAY & ADD

QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1	8750W	ROSEMOUNT 8750W 4" UTILITY 8750WDMW1A1FHSA040CA1DA1DA2M4B6G1DWR05AXQ4 8750W040 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 4 INCH (DN100) D Sensor Design Revision: Revision "D" M Transmitter Class: Revision 4 Electronics W Transmitter Mount: Remote Wall Mount 1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entries: 1/2-14 NPT F Sensor Style: Flanged H Lining Material: PEX S Electrode Material: 316L Stainless Steel A Electrode Type: 2 Measurement Electrodes - Standard 040 4 INCH (DN100) C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel A1 Flange Rating: ASME B16.5, Class 150 DA1 Adv. Diagnostics Suite 1: Process Diagnostics HPN, Grounding/Wiring, Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification M4 Transmitter Display: Local Operator Interface B6 Mounting Bracket: 316 SST Mounting Bracket for 2-in Pipe G1 Ground Ring: Ground Ring - 316L Stainless Steel (Qty 2) DW Drinking Water Approval: NSF Drinking Water Certification R05 Submergence Protection: Potted Junction Box with 50 feet of Combo Cable/Cable Gland AX Discrete Input/Output: Two Discrete Channels (DI/DO 1, DO 2) Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B / EN 10204 3.1	\$7,146.00	\$7,146.00
1	8750W	ROSEMOUNT 8750W 6" UTILITY MET 8750WDMW1A1FHSA060CA1DA1DA2M4B6G1DWR05AXQ4 8750W060 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW	\$7,839.00	\$7,839.00

QUOTATION		
DATE	NUMBER	PAGE
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QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1	8750W	<p>METER SYSTEM, 6 INCH (DN150)  D Sensor Design Revision: Revision "D"  M Transmitter Class: Revision 4 Electronics  W Transmitter Mount: Remote Wall Mount  1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz)  A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse  1 Conduit Entries: 1/2-14 NPT  F Sensor Style: Flanged  H Lining Material: PEX  S Electrode Material: 316L Stainless Steel  A Electrode Type: 2 Measurement Electrodes - Standard  060 6 INCH (DN150)  C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel  A1 Flange Rating: ASME B16.5, Class 150  DA1 Adv. Diagnostics Suite 1: Process Diagnostics HPN, Grounding/Wiring, Electrode Coating  DA2 Adv. Diagnostics Suite 2: Smart Meter Verification  M4 Transmitter Display: Local Operator Interface  B6 Mounting Bracket: 316 SST Mounting Bracket for 2-in Pipe  G1 Ground Ring: Ground Ring - 316L Stainless Steel (Qty 2)  DW Drinking Water Approval: NSF Drinking Water Certification  R05 Submergence Protection: Potted Junction Box with 50 feet of Combo Cable/Cable Gland  AX Discrete Input/Output: Two Discrete Channels (DI/DO 1, DO 2)  Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B / EN 10204 3.1</p>	\$8,416.00	\$8,416.00
		<p>ROSEMOUNT 8750W 8" UTILITY  8750WDMW1A1FHSA080CA1DA1DA2M4B6G1DWR05AXQ4  8750W080 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 8 INCH (DN200)  D Sensor Design Revision: Revision "D"  M Transmitter Class: Revision 4 Electronics  W Transmitter Mount: Remote Wall Mount  1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz)  A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse  1 Conduit Entries: 1/2-14 NPT  F Sensor Style: Flanged  H Lining Material: PEX  S Electrode Material: 316L Stainless Steel  A Electrode Type: 2 Measurement Electrodes - Standard  080 8 INCH (DN200)  C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel  A1 Flange Rating: ASME B16.5, Class 150  DA1 Adv. Diagnostics Suite 1: Process Diagnostics HPN, Grounding/Wiring, Electrode Coating  DA2 Adv. Diagnostics Suite 2: Smart Meter Verification  M4 Transmitter Display: Local Operator Interface  B6 Mounting Bracket: 316 SST Mounting Bracket for 2-in Pipe</p>		

QUOTATION		
DATE	NUMBER	PAGE
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QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1	8750W	G1 Ground Ring: Ground Ring - 316L Stainless Steel (Qty 2) DW Drinking Water Approval: NSF Drinking Water Certification R05 Submergence Protection: Potted Junction Box with 50 feet of Combo Cable/Cable Gland AX Discrete Input/Output: Two Discrete Channels (DI/DO 1, DO 2) Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B / EN 10204 3.1 ROSEMOUNT 10" 8750W UTILITY 8750WDMW1A1FPSA100CA1DA1DA2M4B6G1DWR05AXQ4 8750W100 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 10 INCH (DN250) D Sensor Design Revision: Revision "D" M Transmitter Class: Revision 4 Electronics W Transmitter Mount: Remote Wall Mount 1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entries: 1/2-14 NPT F Sensor Style: Flanged P Lining Material: Polyurethane S Electrode Material: 316L Stainless Steel A Electrode Type: 2 Measurement Electrodes - Standard 010 10 INCH (DN250) C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel A1 Flange Rating: ASME B16.5, Class 150 DA1 Adv. Diagnostics Suite 1: Process Diagnostics HPN, Grounding/Wiring, Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification M4 Transmitter Display: Local Operator Interface B6 Mounting Bracket: 316 SST Mounting Bracket for 2-in Pipe G1 Ground Ring: Ground Ring - 316L Stainless Steel (Qty 2) R05 Submergence Protection: Potted Junction Box with 50 feet of Combo Cable/Cable Gland AX Discrete Input/Output: Two Discrete Channels (DI/DO 1, DO 2) Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B / EN 10204 3.1 DW Drinking Water Approval: NSF Drinking Water Certification	\$10,175.00	\$10,175.00
1	8750W	ROSEMOUNT 8750W 12" UTILITY 8750WDMW1A1FPSA120CA1M4G1AXQ4R05B6DA1DA2DW 8750W120 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 12 INCH (DN300) D Sensor Design Revision: Revision "D" M Transmitter Class: Revision 4 Electronics W Transmitter Mount: Remote Wall Mount 1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entries: 1/2-14 NPT F Sensor Style: Flanged	\$11,433.00	\$11,433.00

QUOTATION		
DATE	NUMBER	PAGE
1/19/2026	0025842	4 of 5

QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
1	8750W	P Lining Material: Polyurethane S Electrode Material: 316L Stainless Steel A Electrode Type: 2 Measurement Electrodes - Standard 120 12 INCH (DN300) C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel A1 Flange Rating: ASME B16.5, Class 150 DA1 Adv. Diagnostics Suite 1: Process Diagnostics HPN, Grounding/Wiring, Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification M4 Transmitter Display: Local Operator Interface B6 Mounting Bracket: 316 SST Mounting Bracket for 2-in Pipe G1 Ground Ring: Ground Ring - 316L Stainless Steel (Qty 2) DW Drinking Water Approval: NSF Drinking Water Certification R05 Submergence Protection: Potted Junction Box with 50 feet of Combo Cable/Cable Gland AX Discrete Input/Output: Two Discrete Channels (DI/DO 1, DO 2) Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B / EN 10204 3.1 ROSEMOUNT 8750W 16" UTILITY 8750WDMW1A1FPSA160CA1M4G1AXQ4R05B6DA1DA2 8750W160 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 16 INCH (DN400) D Sensor Design Revision: Revision "D" M Transmitter Class: Revision 4 Electronics W Transmitter Mount: Remote Wall Mount 1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz) A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse 1 Conduit Entries: 1/2-14 NPT F Sensor Style: Flanged P Lining Material: Polyurethane S Electrode Material: 316L Stainless Steel A Electrode Type: 2 Measurement Electrodes - Standard 160 16 INCH (DN400) C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel A1 Flange Rating: ASME B16.5, Class 150 DA1 Adv. Diagnostics Suite 1: Process Diagnostics HPN, Grounding/Wiring, Electrode Coating DA2 Adv. Diagnostics Suite 2: Smart Meter Verification M4 Transmitter Display: Local Operator Interface B6 Mounting Bracket: 316 SST Mounting Bracket for 2-in Pipe G1 Ground Ring: Ground Ring - 316L Stainless Steel (Qty 2) R05 Submergence Protection: Potted Junction Box with 50 feet of Combo Cable/Cable Gland AX Discrete Input/Output: Two Discrete Channels (DI/DO 1, DO 2) Q4 Quality Certificate (Q4): Calibration Certificate per ISO 10474 3.1B / EN 10204 3.1	\$16,151.15	\$16,151.15



QUOTATION		
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QTY	PART	DESCRIPTION	UNIT PRICE	EXTENDED
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LEAD TIME: 5-6 WEEKS  
 PRICE INCLUDES SURCHARGE AND FREIGHT  
 Quote is valid for 60 Days  
 Please make the P.O. out to Fluid Control Specialties, LLC  
 Questions? Contact rpettijohn@fc-spec.com or call  
 813-309-7782

<p>This quote is subject to and incorporates by reference Fluid Control Specialties ("Fluid Control Spec") Terms &amp; Conditions and Customer Warranty available at <a href="http://www.fluidcontrolspec.com">www.fluidcontrolspec.com</a> which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the ("Fluid Control Spec") Terms &amp; Conditions and Customer Warranty posted on Fluid Control Specialties' website.</p> <p><b>QUOTE VALID FOR 60 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL</b></p>	<p><b>TOTAL: \$61,160.15</b></p>
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**SOLE SOURCE REPORT CHECKLIST**

**Contract # 20260047**

**Sole Source Vendor:**

- A. Is a purchase for supplies, services, or construction. **SUPPLIES**
- B. The supply, service, or construction is available from only one source. **Yes**
- C. If a proprietary item, there is not more than one potential bidder or offeror for that item.
- D. The purchase complies with one of the following sole source procurement requirements (please indicate which): **1**

1. Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
2. Where a sole supplier's item is needed for trial use or testing;
3. Where public utility services are to be procured;
4. Where the item is a used item which is subject to immediate sale;
5. Where additional supplies or services are needed to complete an existing and ongoing scope of work, even when the supplies or services were not contemplated at the onset of the project;
6. Where the item is a component or replacement part for which there is no commercially available substitute, and which can be purchased only from the manufacturer or distributor; or
7. Other. Please explain:

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2. The Department has provided a Sole Source Justification Memo and/or Sole Source Letter [Section 35.08(a)(24)(b)]. **Yes**

3. The Procurement Director, or his or her designee, approves negotiations with the sole source supplier, as appropriate, as to price, delivery, and the term and conditions of the award [Section 35.08(a)(24)(c)]. **Yes**

4. If the Contract requires City Council approval, this checklist, including all items references/consulted for the above questions, shall be included in any agenda summary submitted to Council as a Report [Section 35.08(a)(24)(d)]. **Yes**

5. The sole source or sole provider purchase has been bid out on the City's Quote system for a period of at least seven (7) business days. [Procurement Manual, Section 4.05 Sole Source/Sole Provider Purchases]. **Yes**

Approved  Not Approved  Signature 

# Sole-Source Justification

<b>Request Information</b>	
Date of Request: 06-05-25	
<b>Procurement Department Information</b>	
Procurement Agent: Angelene Frederick	
Procurement Agent E-Mail Address:	Telephone:
<b>Request Submitted By</b>	
Name: Eric Dickinson, Matt Finley, Bruce Sloan, Raama Badalo	
Department and Title: Utilities – Chief Operators, Supervisor	
e-Mail Address: edickinson@cityofpsl.com	
<b>Request Details</b>	
Sole-Source – A purchasing situation in which the procurement is available from only one source.	
Identify efforts made to locate other possible sources.	
Contractor Name: Fluid Control Specialties	Telephone: 813 309-7782
Contractor Contact: Rochelle Pettijohn	
<b>Scope of Work</b> <b>Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated value of the open contract to include the estimated quantity X unit price) if the exact quantities are not known).</b> Rosemount magnetic flow meter system – 4”, 6”, 10”, 12”, 16”, 24” Rosemount flanged magnetic flow meter system 8” Titan Check Valves – Stainless Steel – 4”, 6”, 10” Rotork Actuator Replacements – IQT500, IQT1000, IQT2000 Emerson Rosemount Transmitters and Sensors Cla-Val – 4”, 6”, 8”, 12”, 16”, 24” Dezuirk Valves 3” – 30” V-Port Valves (VPB) 3’ – 12”	

**Complete the Following: (For Justifying a Sole Source/Sole Brand)**

**Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the state entity needs.)**

This Brand is the only thing compatible with our current operating system. This system was installed from the initial construction and holds us to Rotork/Pakscan compatibilities until an upgrade to the whole system can be completed.

Letter from Original Equipment Manufacturer (required): Attached

**Exclusive Capability**

# Sole-Source Justification

**Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.**

The application for these items requires the capacity to process a specific range of conductivity. FDEP compliance.

The Rosemount Magnetic flow meter does not require a third-party testing equipment to do calibration. The meter itself does its own calibration internally, and does its report for records.

## To Be Used for Procurement Records Only

**CONTRACT #:** 20260047

**REQUISITION ID #:**

**If Publicly Solicited, Number of Protests:**

**Outcome:**

**Awarded Sole-Source**

**Issued PO / Contract**

**Not Awarded / Competitively Bid**

**Bid #:**



## Notice of Intent to Sole Source Magnetic Flow Meter Systems, Transmitter, Sensors

Utility System

03109, 03124, 03125, 06042, 25776... show all

**Project ID:** 20260047

**Release Date:** Thursday, September 25, 2025

**Due Date:** Wednesday, October 8, 2025 1:00pm

Posted Thursday, September 25, 2025 11:32am

Bid Sealed

Pricing Sealed

*All dates & times in Eastern Time*

Edit Preview

### Responses

List of vendor responses submitted for the project

**Response Viewer Agreement Accepted**  
*Oct 8, 2025 1:02 PM*

Report

Status	Vendor	Contact Info	Submission Date
✓ Submitted	Fluid Control Specialist, Inc. <i>Manually Added</i>	swrittenour@fc-spec.com	Feb 25, 2026 9:47 AM

#### Response Viewer Agreements Accepted

Accepted By	Accepted At
Alaina Knofla	Oct 8, 2025 1:02 PM

**NOTE:** This project uses a sealed bid process. Vendor responses will not be viewable until the bid has been unsealed.

If you have received responses externally, you can use the button below to manually add them.

[+ Add Response](#)



## Agenda Summary

2026-123

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 8.a

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Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-18, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 57, Block 206, Port St. Lucie Section Thirteen, According to the Plat thereof, as Recorded in Plat Book 13, Pages 4, 4A through 4M, 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 owners of 144 SW Carter Avenue, Port St. Lucie, Florida, are requesting to abandon ten (10) feet of the existing twenty (20) foot wide rear utility and drainage easement for a pool, deck, and screen enclosure.

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 144 SW Carter 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 144 SW Carter Avenue, Port St. Lucie, Florida.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at 144 SW Carter Avenue, Port St. Lucie, Florida, was platted with a twenty (20) foot wide rear utility and drainage easement. The owners desire to construct a pool, deck, and screen enclosure. 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 easement at 144 SW Carter 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 144 SW Carter 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: 25351-05

**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 57, BLOCK 206, PORT ST. LUCIE SECTION THIRTEEN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 13, PAGES 4, 4A THROUGH 4M, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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**WHEREAS**, the applicants, Robert E. Bailey and Darrick R. Bailey, request approval for the abandonment of a portion of a twenty (20) foot wide rear utility and drainage easement affecting Lot 57, Block 206, Port St. Lucie Section Thirteen, according to the Plat thereof, as recorded in Plat Book 13, Pages 4, 4A through 4M, 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.

ORDINANCE 26-\_\_

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.

ATTEST:

CITY COUNCIL  
CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Sally Walsh, City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard Berrios, City Attorney

**MEMORANDUM**

TO: Maxine Snape, Permitting Specialist, Public Works  
FROM: Tom Kiernan, P.S.M. City Surveyor  
RE: 144 SW Carter avenue, PSL  
Subject: Partial Easement Abandonment.

Dear Maxine:

We have reviewed the attached survey and legal description submitted to the City dated December 15, 2025, and find this to be acceptable for the intended use.

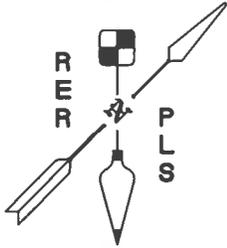
Should you have any questions or require additional information, please feel free to contact me at 772-873-6407.

Sincerely,

  
Thomas Kiernan

Thomas P. Kiernan, P.S.M.  
City Surveyor

c: File



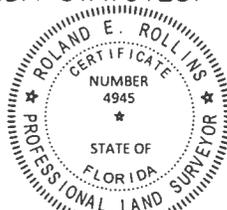
**ROLAND E. ROLLINS**  
**PROFESSIONAL LAND SURVEYOR**  
 3221 SW CRUMPACKER STREET  
 PORT ST. LUCIE, FLORIDA 34953  
 772-873-4700

**EXHIBIT "A"**

**SKETCH AND LEGAL DESCRIPTION:**

A TRACT OF LAND FOR THE PURPOSE OF AN ABANDONMENT OF EASEMENT LYING IN LOT 57, BLOCK 206, PORT ST. LUCIE SECTION 13, AS RECORDED IN PLAT BOOK 13, PAGES 4, 4A THROUGH 4M OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THIS TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 57, BLOCK 206, PORT ST. LUCIE SECTION 13, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF ELKHAM WATERWAY; THENCE NORTH 00°03'30" WEST, ALONG THE EAST LINE OF SAID LOT 57, A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 89°56'30" WEST, ALONG A LINE 10.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 57, A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°56'30" WEST, ALONG A LINE 10.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 57, A DISTANCE OF 68.00 FEET TO A POINT; THENCE NORTH 00°03'30" WEST, ALONG A LINE 6.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 57, A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 89°56'30" EAST, ALONG A LINE 20.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 57, A DISTANCE OF 68.00 FEET TO A POINT; THENCE SOUTH 00°03'30" EAST, ALONG A LINE 6.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT 57, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.016 ACRE OF LAND MORE OR LESS.

ADDENDUM		DATE	BY	CHECKED	PLOT DATE AND TIME: 12/15/2025 1:00 PM EST
SKETCH AND LEGAL DESCRIPTION		12/11/25	R.E.R.	R.E.R.	
CERTIFICATIONS AS PROVIDED AND WORDED BY CLIENT: CERTIFY TO: 1) ROBERT F. BAILEY 2) CITY OF PORT ST. LUCIE			I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE FOR SURVEYS AS CONTAINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.		
NOTES: 1) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, OWNERSHIP AND/OR RIGHT-OF-WAYS OF RECORD. 2) ALL EASEMENTS SHOWN ARE PER RECORD PLAT UNLESS OTHERWISE NOTED. 3) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.			12/15/2025  ROLAND E. ROLLINS PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NUMBER 4945		
			ROLAND E. ROLLINS PROFESSIONAL LAND SURVEYOR FLORIDA REGISTRATION NUMBER 4945		DATE
			JOB NUMBER: RR251101LD		PAGE ONE OF TWO

# SKETCH AND LEGAL DESCRIPTION

THIS SKETCH IS NOT A BOUNDARY SURVEY

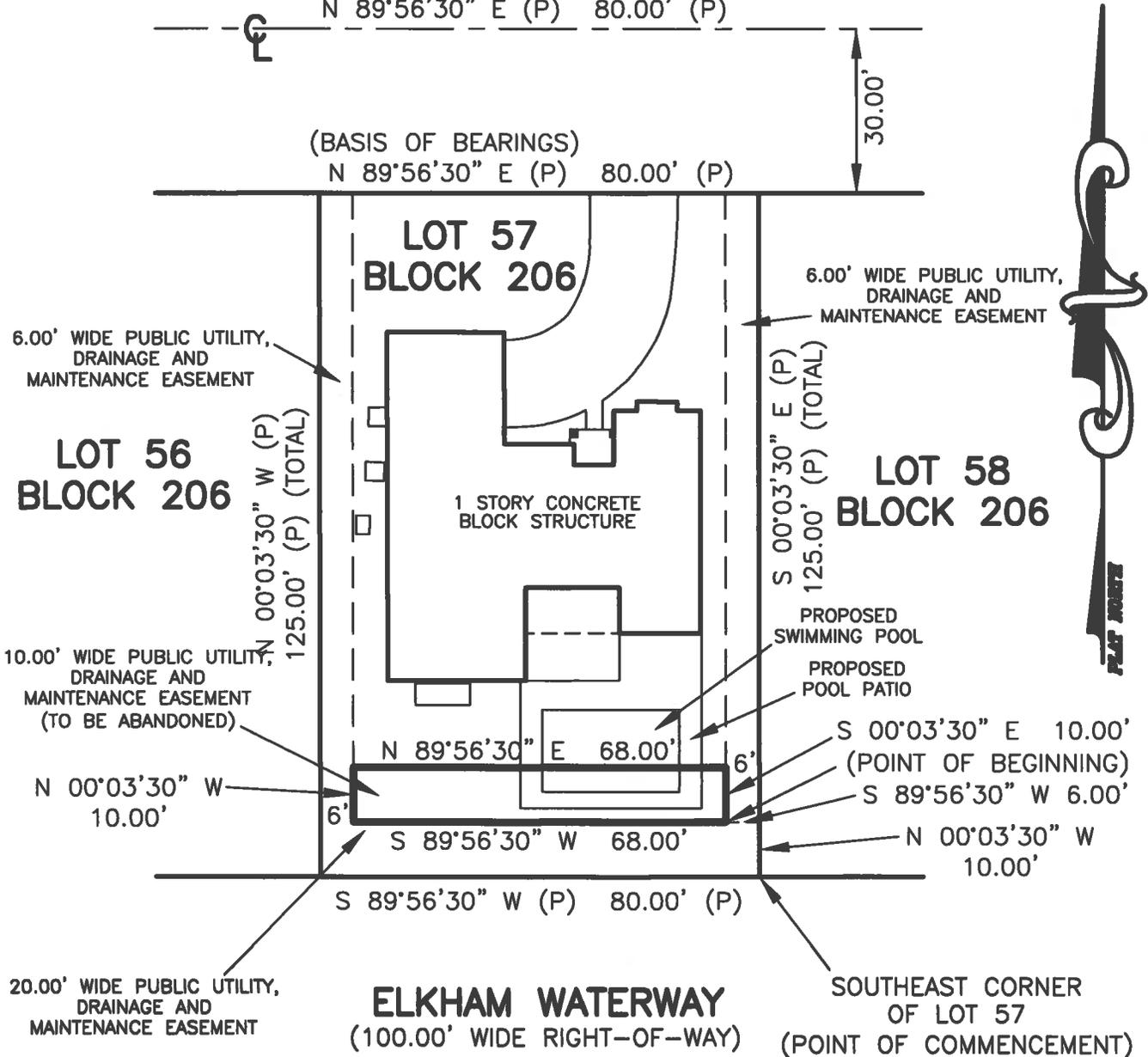
NOTE: THE BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF CARTER AVENUE AND THE NORTH LINE OF LOT 57, BLOCK 206, PORT ST. LUCIE SECTION 13 (SEE LEGAL DESCRIPTION) WHICH BEARS NORTH 89°56'30" EAST

PARCEL IDENTIFICATION NUMBER: 3420-560-0064-000-6

ADDRESS OF SUBJECT PROPERTY:  
144 SW CARTER AVENUE, PORT ST. LUCIE, FLORIDA

## CARTER AVENUE

(60.00' WIDE RIGHT-OF-WAY)  
N 89°56'30" E (P) 80.00' (P)







Agenda Summary  
2026-180

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 8.b

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Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-19, Abandoning Portions of the Access and Utility Easements Affecting Parcel 1 of Gatlin Plaza Condominium, According to the Declaration of Condominium of Gatlin Plaza Condominium, Recorded in Official Records Book 3904, Page 2468, of the Public Records of St. Lucie County, Florida.

Submitted By: Clyde Cuffy, Public Works

Strategic Plan Link: The City's Mission to be responsive to our community.

Summary Brief: Culpepper & Terpening, Inc., on behalf of the property owner, is requesting to abandon portions of the access and utility easement.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance abandoning portions of the access and utility easements located at Gatlin Plaza.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance abandoning portions of the access and utility easements located at Gatlin Plaza.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at Gatlin Plaza contains access and utility easements within the parking lot at Floors & Décor. A portion of the easement was re-directed during construction of the Floors & Décor store; therefore, the owner desires to abandon the portion of easement area that is no longer needed as described in Exhibit "A" to the Ordinance. Culpepper & Terpening, Inc., the Engineer of Record, has submitted a request for the abandonment on behalf of the property owner.

Issues/Analysis: The request to abandon portions of the access and utility easements was evaluated by the Public Works Department and Utility Systems Department. This utility easement is exclusive to PSLUSD; therefore, no Public Utility Companies (AT&T, FPL, Comcast, and Florida City Gas) will be affected by this abandonment. The City Departments have no objection to the abandonment of portions of the access and utility easement.

Financial Information: There will be no cost incurred by the City.

Special Consideration: N/A

Location of Project: The property is located at Gatlin Plaza, 2260 SW Gatlin Blvd.

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: 26006-08

LEGAL SUFFICIENCY REVIEW:

Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by James D. Stokes, City Attorney.

## ORDINANCE 26-

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING PORTIONS OF THE ACCESS AND UTILITY EASEMENTS AFFECTING PARCEL 1 OF GATLIN PLAZA CONDOMINIUM, ACCORDING TO THE DECLARATION OF THE COMDOMINIUM OF GATLIN PLAZA CONDOMINIUM, RECORDED IN OFFICIAL RECORDS BOOK 3409, PAGE 2468, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

---

**WHEREAS**, the applicant, Jonathan Jones, on behalf of Culpepper & Terpening, Inc., requests approval for the abandonment of portions of the access and utility easements affecting Parcel 1 of Gatlin Plaza Condominium, according to the Declaration of Condominium of Gatlin Plaza Condominium, recorded in Official Records Book 3409, Page 2468, 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 portions of the access and utility easements described in the attached Exhibit “A” are hereby abandoned and any right, title, or interest of the public in and to those portions of the access and utility easements on any recorded map or plat are hereby renounced and reclaimed.

Section 3. The effect of this Ordinance is to abandon those portions of the access and utility easements as described on Exhibit “A” and to renounce or disclaim any right, title, or interest of the public in and to said easements.

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.

ORDINANCE 26-

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.

ATTEST:

CITY COUNCIL  
CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Sally Walsh, City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Richard Berrios, City Attorney

# EXHIBIT A

## LEGAL DESCRIPTION

BEING 3 PORTIONS OF AN EXISTING ACCESS AND EXCLUSIVE UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3179, PAGE 1688 AND 1 PORTION OF AN EXISTING UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3179, PAGE 1694. ALL 4 PORTIONS LYING IN A PORTION OF PARCEL 1 OF GATLIN PLAZA CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF GATLIN PLAZA CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 3409, PAGE 2468 AND LYING IN A PORTION OF TRACT A, GATLIN PLAZA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 54, PAGES 18 THROUGH 21, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°02'28" EAST, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 1251.84 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 89°57'32" WEST, A DISTANCE OF 900.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'02" EAST, A DISTANCE OF 36.31'; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 14.40'; THENCE SOUTH 01°10'35" EAST, A DISTANCE OF 10.01'; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 14.61'; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 64.72'; TO A POINT HEREAFTER REFERRED TO AS POINT A; THENCE SOUTH 46°30'29" WEST, A DISTANCE OF 13.78'; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 93.40'; THENCE SOUTH 53°19'12" WEST, A DISTANCE OF 29.94'; THENCE NORTH 36°40'48" WEST, A DISTANCE OF 10.00'; THENCE NORTH 53°19'12" EAST, A DISTANCE OF 37.39'; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 14.64'; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 10.00' TO THE POINT OF BEGINNING

CONTAINING 1,639.14 SQUARE FEET OR 0.0376 ACRES, MORE OR LESS.

(CONTINUED ON SHEET 2)

**NOTE:** THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF SUBJECT PROPERTY OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

**NOTE:** LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY AND /OR EASEMENTS OF RECORD



Digitally signed  
by Thomas P  
Kiernan  
Date:  
2024.11.20  
15:15:24 -05'00'

THOMAS P. KIERNAN  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 6199

SIGNATURE DATE

Sheet 1 of 4



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

**EASEMENT  
ABANDONMENT  
LEGAL DESCRIPTION**

DATE: 11-19-2024	DRAWN JHY
SCALE: NONE	JOB No. 16-199

P:\Proj-Z\16-199\Gatlin Plaza - floor & Decor\16-199\_Survey\16-199\_S&U Abandonment Revised\_11-14-2024.dwg Plotted: 11/19/24 BY: JOHN YANCY Layout: SHEET 1

# EXHIBIT A

## LEGAL DESCRIPTION (CONTINUED FROM SHEET 1)

TOGETHER WITH

COMMENCE AT AFORESAID POINT A; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 22.71 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; NORTH 90°00'00" EAST, A DISTANCE OF 29.67'; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 10.00'; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 29.67' TO A POINT HEREINAFTER REFERRED TO AS POINT B; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 10.00' TO THE POINT OF BEGINNING.

CONTAINING 296.70 SQUARE FEET OR 0.0068 ACRES, MORE OR LESS.

TOGETHER WITH

COMMENCE AT AFORESAID POINT B: THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 140.83 FEET; THENCE SOUTH 86°54'16" WEST, A DISTANCE OF 16.85 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 20.48'; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 19.06'; THENCE SOUTH 89°57'46" EAST, A DISTANCE OF 20.48'; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 19.05' TO THE POINT OF BEGINNING.

CONTAINING 390.16 SQUARE FEET OR 0.0089 ACRES, MORE OR LESS.

### TOTAL AREA OF ALL DESCRIPTIONS

CONTAINING 2326.00 SQUARE FEET OR 0.0534 ACRES, MORE OR LESS.

Sheet 2 of 4



## **CULPEPPER & TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

### **EASEMENT ABANDONMENT LEGAL DESCRIPTION**

DATE: 11-19-2024 DRAWN JHY

SCALE: NONE JOB No. 16-199

224

P:\Proj-Z\16-199\cattin Plaza - floor & decor\16-199\_survey\skd\16-199-skd\_abandonment\_revised\_11-19-2024.dwg Plotted: 11/19/24 By: JOHN YANUY Layout: SHEET 2

# EXHIBIT A SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY

TRACT A OF GATLIN PLAZA,  
(PLAT BOOK 54, PAGE 18)

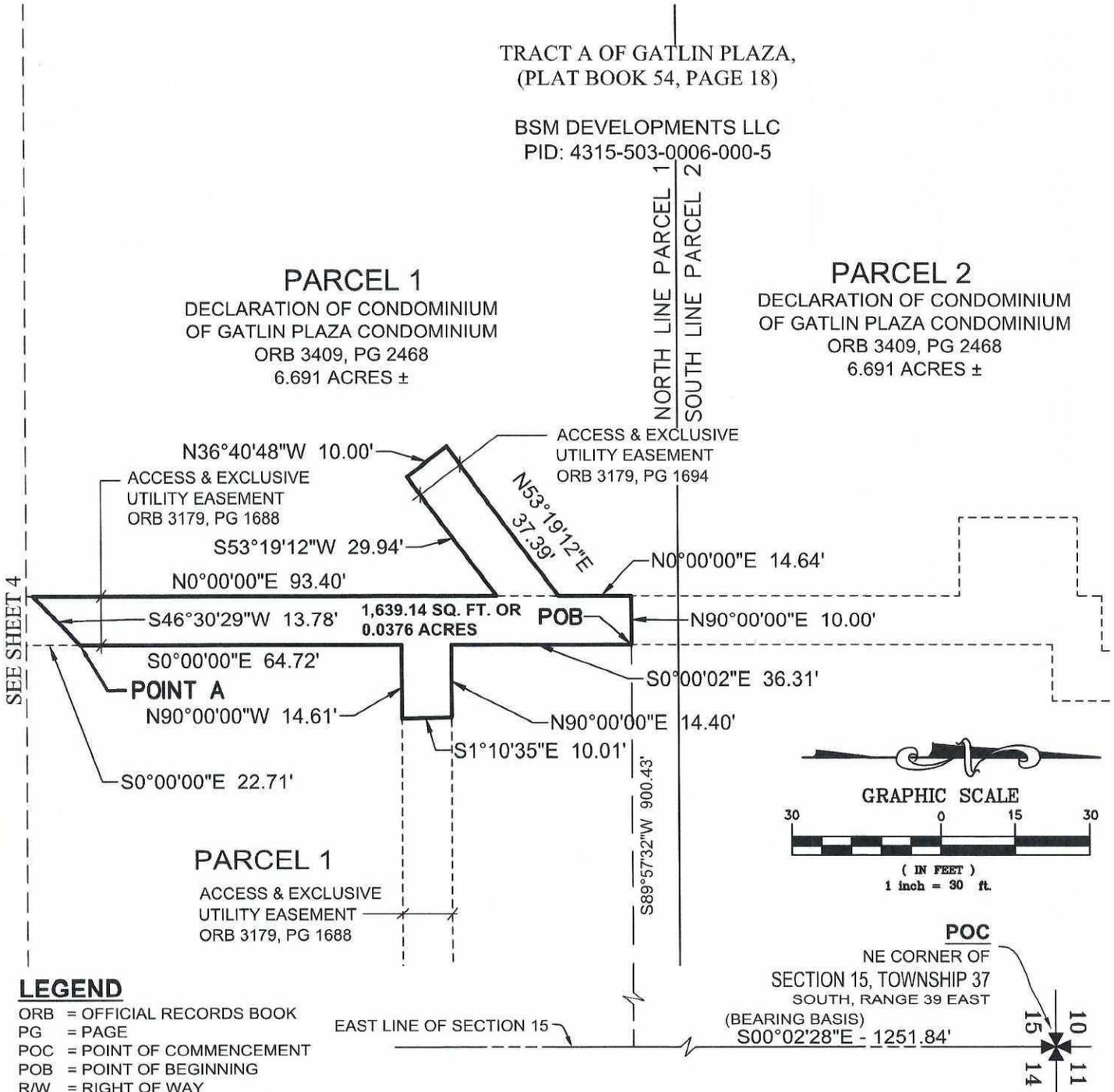
BSM DEVELOPMENTS LLC  
PID: 4315-503-0006-000-5

## PARCEL 1

DECLARATION OF CONDOMINIUM  
OF GATLIN PLAZA CONDOMINIUM  
ORB 3409, PG 2468  
6.691 ACRES ±

## PARCEL 2

DECLARATION OF CONDOMINIUM  
OF GATLIN PLAZA CONDOMINIUM  
ORB 3409, PG 2468  
6.691 ACRES ±



### LEGEND

- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- R/W = RIGHT OF WAY

**NOTE:** BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA HAVING A BEARING OF SOUTH 00°02'28" EAST. Sheet 3 of 4



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

**EASEMENT  
ABANDONMENT**

**SKETCH OF DESCRIPTION**

DATE: 11-19-2024	DRAWN: JHY
SCALE: 1"=30'	JOB No. 16-199

P:\Proj-2016\16-199 Gatlin Plaza - Floor & Decor\16-199\_Survey\sketch\16-199\_Abandonment Revised\_11-14-2024.dwg Plotted: 11/19/24 By: JOHN YANCY Layout: SHEET 3

# EXHIBIT A

## SKETCH TO ACCOMPANY LEGAL DESCRIPTION

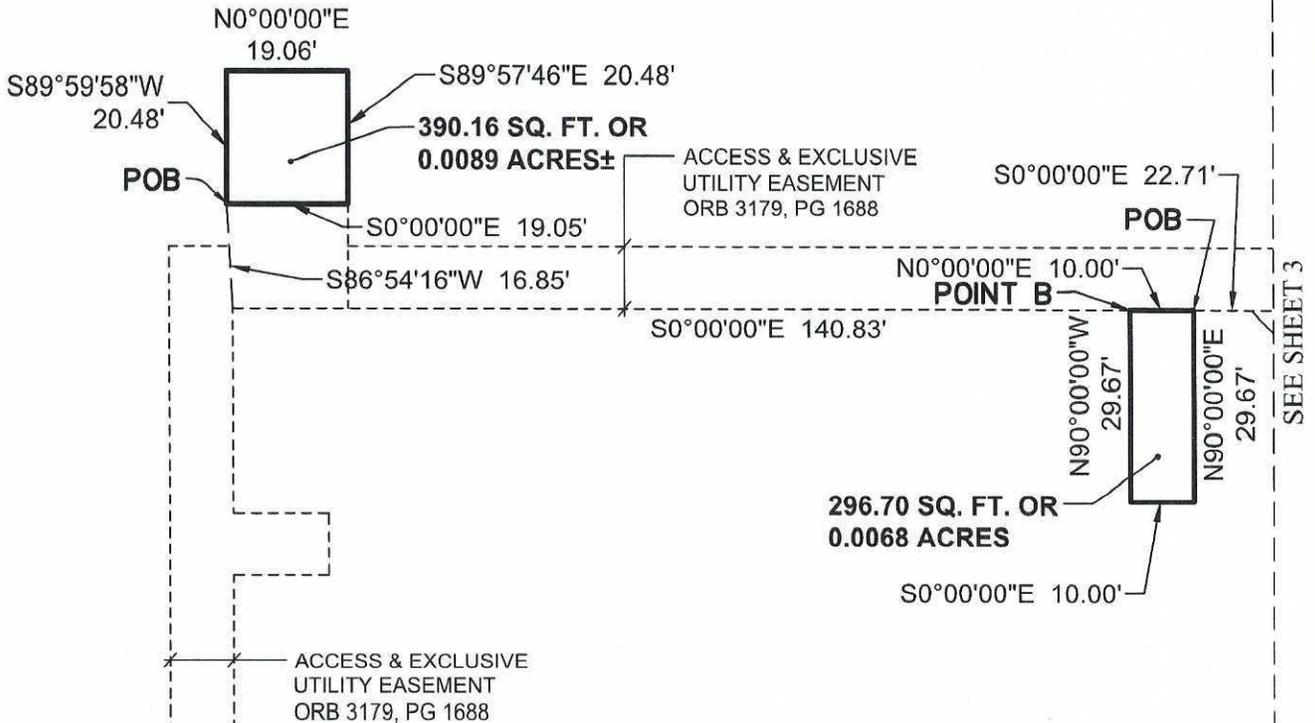
THIS IS NOT A SURVEY

TRACT A OF GATLIN PLAZA,  
(PLAT BOOK 54, PAGE 18)

BSM DEVELOPMENTS LLC  
PID: 4315-503-0006-000-5

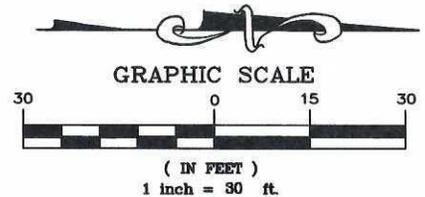
### PARCEL 1

DECLARATION OF CONDOMINIUM  
OF GATLIN PLAZA CONDOMINIUM  
ORB 3409, PG 2468  
6.691 ACRES ±



### LEGEND

- ORB = OFFICIAL RECORDS BOOK
- PG = PAGE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- R/W = RIGHT OF WAY



Sheet 4 of 4



## CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
STATE OF FLORIDA BOARD OF PROFESSIONAL  
ENGINEERS AUTHORIZATION NO. 4286

## EASEMENT ABANDONMENT

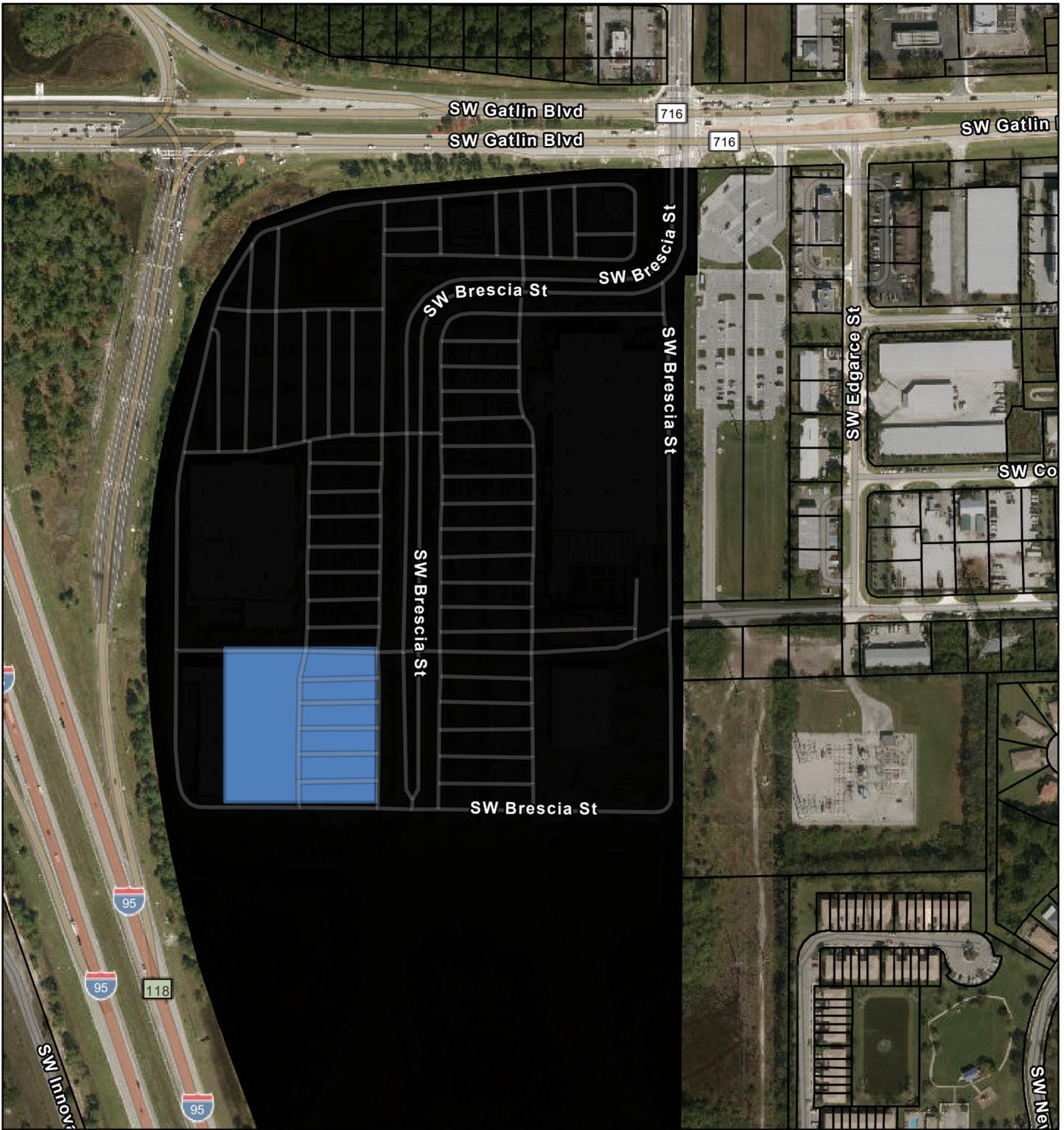
### SKETCH OF DESCRIPTION

DATE: 11-19-2024      DRAWN: JHY

SCALE: 1"=30'      JOB No. 16-199

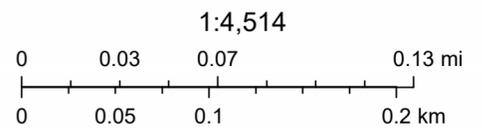
P:\Proj\2016\16-199\Gatlin Plaza - Hoof & Decoat\16-199\_Survey\560\16-199\_560\_Abandonment Revised\_11-19-2024.dwg Plotted: 11/19/24 BY: JUHIN TANCY Layout: SHEET 4

# Abandonment of Easement - Gatlin Plaza P17-057



10/1/2024, 9:03:25 AM

 Parcels



State of Florida, Maxar, 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, USFWS



## Agenda Summary

2026-182

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 8.c

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Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-20, Abandoning a Portion of a Twenty (20) Foot Wide Rear Utility and Drainage Easement Affecting Lot 4, Block 2218, Port St. Lucie Section Thirty-Three, According to the Plat thereof, as Recorded in Plat Book 15, Pages 1, 1A through 1V, 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 owners of 1386 SW Abacus Ave., Port St. Lucie, Florida, are requesting to abandon ten (10) feet of the existing twenty (20) foot wide rear utility and drainage easement for a pool, deck, and screen enclosure.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the Ordinance abandoning ten (10) feet of the rear twenty (20) foot utility and drainage easement located at 1386 SW Abacus Ave., 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 1386 SW Abacus Ave., Port St. Lucie, Florida.
2. Move that the Council not approve the abandonment and provide staff direction.

Background: The real property located at 1386 SW Abacus Ave., Port St. Lucie, Florida, was platted with a twenty (20) foot wide rear utility and drainage easement. The owners desire to construct a pool, deck, and screen enclosure. Prior to construction, a ten (10) foot wide portion of the easement will need to be abandoned. The owners of the property have 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 easement at 1386 SW Abacus Ave., 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 1386 SW Abacus Ave., 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: 25304-02

**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 4, BLOCK 2218, PORT ST. LUCIE SECTION THIRTY-THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGES 1, 1A THROUGH 1V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

---

**WHEREAS**, the applicants, Reif M. Mims and Christal R. Mims, request approval for the abandonment of a portion of a twenty (20) foot wide rear utility and drainage easement affecting Lot 4, Block 2218 , Port St. Lucie Section Thirty-Three, according to the plat thereof, as recorded in Plat Book 15, Pages 1, 1A through 1V, 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

ORDINANCE 26-\_\_

adoption on second reading.

**PASSED AND ADOPTED** by the City Council of the City of Port St. Lucie, Florida this  
\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

CITY COUNCIL  
CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Sally Walsh, City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

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 South side of Lot 4 of Block 2218 in PORT ST LUCIE SECTION THIRTY THREE, According to the plat thereof as recorded in Plat Book 15, Page 1, Page(s) 1A through 1V of the public records of St. Lucie County, Florida, being more particularly described as follows:

The North 10.00 feet of the South 20.00 feet of said Lot 4 in Block 2218, less and except the East and West 10.00 feet thereof. Containing 600 square feet, 0.014 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# 12111C0400 J DATED: 2-16-12.
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 CENTERLINE OF ABACUS AVENUE AS BEING S89°58'11"E 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:**

- = 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
- ⊞ = ELECTRIC BOX
- ☼ = FIRE HYDRANT
- ⊞ = FPL TRANSFORMER
- ← = GUY WIRE
- ☼ = LIGHT POLE
- ⊗ = WOOD POWER POLE
- ⊞ = SEWER VALVE
- ⊞ = WATER METER
- ⊞ = WATER VALVE
- ⊗ = WELL

DATE OF LAST FIELD DATA ACQUISITION: 9/26/25

Pools by Greg

(772) 337-9713

SHEET 1 OF 2

**1386 SW ABACUS AVENUE**

**SCALE:** 1"=40'

**DATE:** 10/7/25

**DRAWN:** LW\JC

**2025-0622**

DATE: REVISIONS

**Atlantic Land Designs**

of the Treasure Coast, LB7468  
754 NE Jensen Beach Blvd. Jensen Beach, FL 34957

**Mailing Address:**

P.O. Box 1421 Jensen Beach, FL 34958  
ALD5543@gmail.com (772) 398-4290

SKETCH DATE: 10/7/25

Certified to: Christal Mims

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.

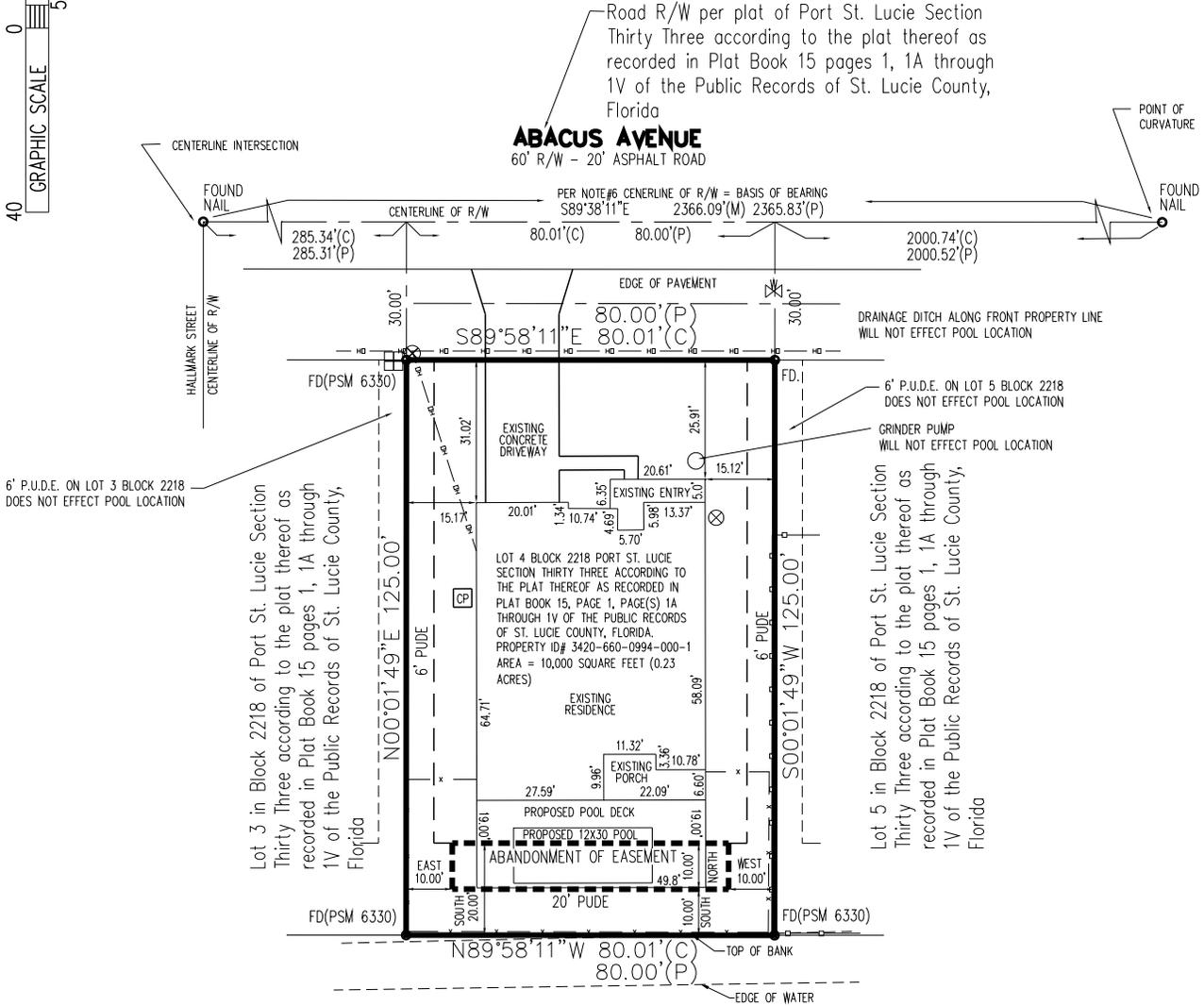
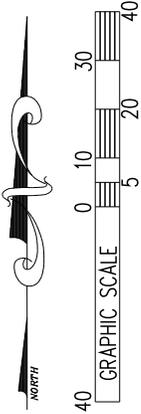


JAMES A. CESIRO JR. PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA REGISTRATION NO. 5543  
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SEAL

# BOUNDARY SURVEY

## LEGAL DESCRIPTION:

Lot 4 in Block 2218 of Port St. Lucie Section Thirty Three according to the plat thereof as recorded in Plat Book 15 pages 1, 1A through 1V of the Public Records of St. Lucie County, Florida



6' P.U.D.E. ON LOT 3 BLOCK 2218 DOES NOT EFFECT POOL LOCATION

Lot 3 in Block 2218 of Port St. Lucie Section Thirty Three according to the plat thereof as recorded in Plat Book 15 pages 1, 1A through 1V of the Public Records of St. Lucie County, Florida

LOT 4 BLOCK 2218 PORT ST. LUCIE SECTION THIRTY THREE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 1, PAGE(S) 1A THROUGH 1V OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. PROPERTY ID# 3420-660-0994-000-1 AREA = 10,000 SQUARE FEET (0.23 ACRES)

Lot 5 in Block 2218 of Port St. Lucie Section Thirty Three according to the plat thereof as recorded in Plat Book 15 pages 1, 1A through 1V of the Public Records of St. Lucie County, Florida

CANAL C-23  
 PARCEL ID# 4431-333-0001-000-6  
 OFFICIAL RECORDS BOOK 415 PAGE 1425  
 ALSO SHOWN AS NOT INCLUDED PER PLAT OF Port St. Lucie Section Thirty Three according to the plat thereof as recorded in Plat Book 15 pages 1, 1A through 1V of the Public Records of St. Lucie County, Florida

DATE OF LAST FIELD DATA ACQUISITION: 9/26/25

SHEET 2 OF 2

1386 SW ABACUS AVENUE

**Atlantic Land Designs**

of the Treasure Coast, LB7468  
754 NE Jensen Beach Blvd. Jensen Beach, FL 34957

Mailing Address:

P.O. Box 1421 Jensen Beach, FL 34958  
ALD5543@gmail.com (772) 398-4290

SCALE: 1"=40'

DATE: 10/7/25

DRAWN: LW\JC

2025-0622

DATE:	REVISIONS

SKETCH DATE: 10/7/25

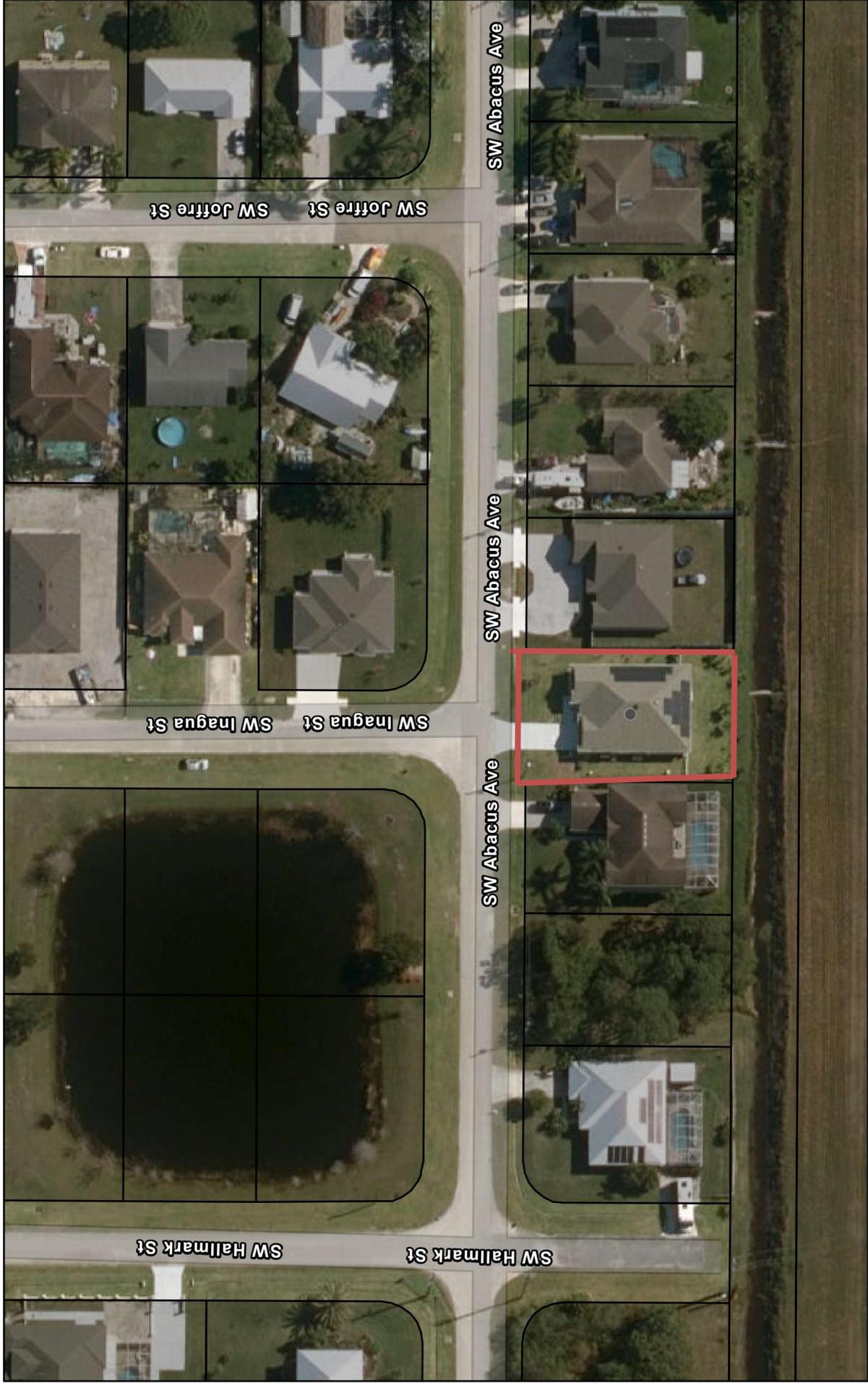
Certified to: Christal Mims

CITY OF PORT ST. LUCIE FLORIDA

Pools by Greg

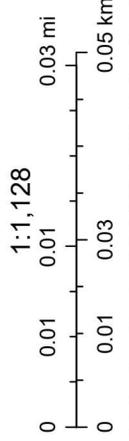
(772) 337-9713

# Abandonment of Easement -1386 SW Abacus Ave



10/9/2025, 3:19:56 PM

Parcels



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, Maxar, Earthstar

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community | Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau,



## Agenda Summary

2026-183

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 8.d

---

Placement: Second Reading of Ordinances

Action Requested: Motion / Vote

Ordinance 26-21, an Ordinance of the City Council of the City of Port St. Lucie, Florida, Authorizing and Directing the City Manager to Execute a Renewal Lease Agreement Between the City of Port St. Lucie and Port St. Lucie Police Athletic League, Inc. for Premises Located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

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

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: Gretchen Raziela, Assistant to Chief Leo Niemczyk, Police Department
2. Parties: City of Port St. Lucie (Lessor) and Port St. Lucie Police Athletic League, Inc. ("PAL") (Lessee)
3. Purpose: To continue to facilitate the PAL to create programs of crime prevention operated by law enforcement officers for the purpose of creating better relations between law enforcement officers and the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency.
4. New/Renewal/Modified: Renewal
5. Duration: Pursuant to the Lease, the Renewal Period is twenty-five (25) years, with the option to renew for successive ten (10) year terms.
6. Benefits to Port St. Lucie: As the Lessor, the City of Port St. Lucie is leasing to PAL the real property located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952 to continue to provide services to the community through the PAL mission and partnership with the Port St. Lucie Police Department.
7. Cost to Port St. Lucie (Annual and Potential): The City of Port St. Lucie will share in the maintenance costs for the building as provided for in the lease.

Presentation Information: Staff will provide a brief presentation, if requested.

Staff Recommendation: Move that the Council approve the Ordinance.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance.
2. Move that the Council not approve and provide staff with additional direction.

Background: On June 10, 1996 the City Council of the City of Port St. Lucie, Florida, passed and approved Ordinance 96-46 which authorized and directed the City Manager to enter a Lease between the City of Port St. Lucie and Port St. Lucie Police Athletic League, Inc., and the Lease was for construction of a building located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952. The building was constructed and has been operated by PAL to create programs of crime prevention operated by law enforcement officers for the purpose of creating better relations between law enforcement officers and the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency throughout the initial term and will continue to do so as a condition of the lease.

Issues/Analysis: N/A

Financial Information: N/A

Special Consideration: N/A

Location of Project: 2101 SE Tiffany Ave, Port St. Lucie, FL 34952

**Attachments:**

1. Ordinance - PAL Renewal Lease
2. PAL Renewal Signed Lease
3. 0\_ORD 96-46
4. PAL Lease Agreement 2000-2025

*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: 25169-01

**Legal Sufficiency Review:**

Reviewed by Daniella Margetic, 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, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A RENEWAL LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND PORT ST. LUCIE POLICE ATHLETIC LEAGUE, INC. FOR PREMISES LOCATED AT 2101 SE TIFFANY AVE, PORT ST. LUCIE, FL 34952; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

---

**WHEREAS**, on June 10, 1996 the City Council of the City of Port St. Lucie, Florida, passed and approved Ordinance 96-46 which authorized and directed the City Manager to enter into a Lease between the City of Port St. Lucie and Port St. Lucie Police Athletic League, Inc.; and

**WHEREAS**, the Lease was for construction of a building located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952; and

**WHEREAS**, the term of the Lease, authorized by Ordinance 96-46, expired as of November 1, 2025; and

**WHEREAS**, Port St. Lucie Police Athletic League, Inc. has sought to renew the Lease for a twenty-five (25) year term, to wit: November 1, 2025 through November 1, 2050.

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

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. Enacting Clause. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Lease between the City of Port St. Lucie and Port St. Lucie Police Athletic League, Inc., for the leased premises located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952, to be substantially in the same form of the Lease attached hereto as Exhibit "A" and incorporated herein by reference

Section 3. Conflict. If any ordinances, or parts of ordinances, or if any sections, or parts of sections, of the Code of 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.

ORDINANCE 26-\_\_

Section 5. Effective Date. This Ordinance shall become effective immediately upon final adoption on second reading.

**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 Martin, Mayor

ATTEST:

\_\_\_\_\_  
Sally Walsh, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard Berrios, Esq., City Attorney

## RENEWAL LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ of \_\_\_\_\_ 2026; by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, hereinafter referred to as "Lessor," and the PORT ST. LUCIE POLICE ATHLETIC LEAGUE, INC., shall be referred to herein as the ("PAL") a Florida non-profit corporation, hereinafter referred to as "Lessee," and together shall be referred to herein as the "Parties" hereby renews the Lease Agreement dated and signed on October 31, 2000 between the Parties.

### WITNESSETH

In consideration of the mutual covenants contained herein, the Parties hereto agree as follows, to-wit:

1. Lessor leases to Lessee and Lessee hereby leases from Lessor approximately 6,000 square feet in the building located at 2101 SE Tiffany Ave, Port St. Lucie, FL 34952 ("Building"), the common facilities surrounding in the Building, and parking areas of that portion of Rotary Park, more particularly described in Exhibit A ("Premises"), owned by Lessor, attached hereto and incorporated herein.

2. The term of this lease shall be for a period of Twenty-Five (25) years commencing on the 1<sup>st</sup> day of November, 2025, and terminating on the 1<sup>st</sup> day of November, 2050, at 12:01 a.m.

3. The total rent under this lease is Twenty-Five Hundred Dollars (\$2,500.00). Lessee shall pay Lessor that amount in installments of One Hundred Dollars (\$100.00) each year beginning on November 1, 2025, and on the same date each year thereafter during the term of this lease.

4. Lessee shall have the option to renew this lease for successive Ten (10) year terms, subject to review of modifications by the Parties. Lessee shall exercise this option to renew by providing written notice of Lessee's intent to Lessor not less than six (6) months prior to the expiration of the current lease term.

5. The Premises are to be used as a *Port St. Lucie Police Athletic League Club* by the Lessee. Lessee shall restrict its use for such purposes; the mission of the PAL organization is to create programs of crime prevention operated by law enforcement officers for the purpose of creating better relations between law enforcement officers and

the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency. The Lessee's uses shall comply with the mission of the organization and shall not permit the use of the Premises for any other purpose without the written consent of the Lessor; provided however, such consent shall not be unreasonably withheld.

Lessee may permit short term use of Premises for special fundraising events so long as, (1) the event is consistent with the mission of the organization, (2) remuneration is consistent with rates charged for other similar City facilities, and (3) Lessee provides a report of such use and charges, annually.

6. Lessee shall have the right, at its own expense, to improve or alter the Premises. However, prior to commencing construction of any such improvement, Lessee shall submit to Lessor for approval any plans or specifications related thereto. Such approval shall not be unreasonably withheld. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for all such improvements. Construction shall be performed by duly licensed contractors, licensed by the City of Port St. Lucie. Prior to commencement of construction, said contractors shall provide Lessor with current certificates of insurance and proof of workers' compensation insurance, satisfactory to Lessor. This provision is intended to permit Lessor to insure architectural continuity between the proposed structure and other structures in neighboring areas. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations.

7. The buildings and structures on the Premises and all other additions, changes or other improvements erected or placed thereon shall remain thereof and shall not be removed therefrom; provided however that if Lessee, in the exercise of its right to improve or alter the Premises during the lease term, shall require the removal of certain erected improvements, it shall be allowed subject to Lessor's approval, which shall not be unreasonably withheld; and all such permanent improvements and structures shall be the property of Lessor.

8. Lessee shall be responsible for the maintenance of the Building and grounds, and shall keep it in good repair at the Lessee's expense, during the duration of this lease or extension thereof. Lessee shall be responsible for all repairs in amounts less than \$500.00 per occurrence with a maximum of \$2,500.00 per calendar year expended. Lessor shall be

responsible for any and all repairs in excess of \$500.00 through the Lessor's Facilities Department.

9. As a further condition of this lease, Lessee shall not, in the use or occupation of the Premises and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, or otherwise commit a discriminatory practice.

10. Lessor shall not be liable for any claims arising from injury to persons or property from any cause relating to the occupancy of the Premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other claims or obligations resulting from any injuries or losses of this nature and further from any claims that may arise as a result of Lessee's improvements or alterations of the building upon the Premises.

11. Lessee shall procure and maintain in force, at its own expense, during the term of this lease and any extension thereof, public liability insurance through brokers approved by the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased Premises in a minimum amount of one million dollars (\$1,000,000.00) for any one accident and one million dollars (\$1,000,000.00) for property damage. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid and copies of the insurance policies issued by the insurance company. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this lease or any extensions thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment on the year following the date on which the premiums were paid by the Lessor.

12. Lessee shall not assign this lease to another party without the express written approval of Lessor. However, Lessee may assign this lease to an entity, wholly-owned by Lessee, provided the assignee agrees in writing to perform and comply with all the covenants and terms with this lease.

13. Either party may terminate this lease by providing thirty (30) days written

notice to the other party.

14. All notices shall be directed to the following addresses:

City Manager  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

Executive Director, PAL  
Port St. Lucie Police Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

15. The failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Lessee shall have a reasonable time to correct the default, if corrective action is commenced by Lessee within fifteen (15) days after receipt of the notice.

16. This lease automatically terminates upon Lessee ceasing to operate a Police Athletic League Club on the Premises.

17. Upon termination of this Lease by default or passage of time, the Premises any improvements to the Premises made by the Lessee shall become the sole and exclusive property of the Lessor.

18. Any and all remedies provided to Lessor or Lessee for the enforcement of the provisions of this lease are cumulative and non-exclusive and either party shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. In any action or proceeding to enforce this lease, or to secure any rights provided under this lease or accorded by law, each party shall be responsible for its own attorney fees and costs.

19. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the Lessor is entitled to under the doctrine of sovereign immunity, state law, or Section 768.28, Florida Statutes.

20. If any paragraph, subparagraph, sentence, clause, provision, or part of this Lease shall be held invalid for any reason, the remainder of this Lease shall not be affected.

IN WITNESS WHEREOF, the Parties have set their hands and seals the date above written.

CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Jesus Merejo, City Manager

\_\_\_\_\_  
Witness

APPROVED AS TO FORM  
AND CORRECTNESS:

BY: \_\_\_\_\_  
Richard Berrios, Esq., City Attorney

PORT ST. LUCIE  
POLICE ATHLETIC LEAGUE, INC

BY:   
Richard Schichtel, President, PAL

**EXHIBIT A**

**Legal Description**

Parcel I.D. # 3420-745-0002-000-1

Tract B, Port St. Lucie Section 49, Tract B as recorded in OR Book 1316, Page 154, Public Records of St. Lucie County, Florida.

ORDINANCE 96- 46

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND THE POLICE ATHLETIC LEAGUE; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into the Lease Agreement between the City of Port St. Lucie and the Port St. Lucie Police Athletic League, a Florida non-profit corporation, said Lease Agreement to be substantially in the form of that certain Lease Agreement being attached hereto as Exhibit "A" and by reference incorporated herein.

Section 2. This ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 10th day of June, 1996.



CITY COUNCIL  
CITY OF PORT ST. LUCIE

BY: Robert E. Minsky  
Robert E. Minsky, Mayor

ATTEST:

Sandra K. Johnson, City Clerk

APPROVED AS TO FORM:

Roger G. Orr  
Roger G. Orr, City Attorney



## **EXHIBIT "A"**

### **LEASE AGREEMENT**

**THIS AGREEMENT** made this 1st day of June, 1996, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, hereinafter referred to as "Lessor," and the PORT ST. LUCIE POLICE ATHLETIC LEAGUE, a Florida non-profit corporation, hereinafter referred to as "Lessee."

### **WITNESSETH**

In consideration of the mutual covenants contained herein, the parties hereto agree as follows, to-wit:

1. Lessor leases to Lessee the premises, owned by Lessor, which consist of all of Tract "D," located in Port St. Lucie Section 67, as recorded in Plat Book 24, page 286 of the public records for St. Lucie County.
2. The term of this lease shall be for a period of ten years (10) commencing on the 1st day of June, 1996, and terminating on the 1st day of June, 2006, at 12:01 a.m.
3. The total rent under this lease is ten dollars (\$10.00). Lessee shall pay Lessor that amount in installments of one dollar (\$1.00) each year beginning on June 1, 1996, and on the same date each year thereafter during the term of this lease. As further consideration, Lessee covenants and agrees to place the building, donated by Dr. Ken Mascara, on the property. Prior to placing the aforementioned building on the property, Lessee shall submit to Lessor for Lessor's approval the site or building plans and specifications. Provided that the site and building plans and specifications comply with all applicable federal, state and municipal laws and regulations, including, but not limited to, containing appropriate buffers for landscaping, noise abatement, light abatement and traffic safety, Lessor's approval of the site or building plan shall not be unreasonably

withheld.

4. The premises are to be used as a *Port St. Lucie Police Athletic League Club* by the Lessee. Lessee shall restrict its use for such purposes; the mission of the organization is to create programs of crime prevention operated by law enforcement officers for the purpose of creating better relations between law enforcement officers and the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency. The Lessee's uses shall comply with the mission of the organization and shall not permit the use of the premises for any other purpose without the written consent of the Lessor; provided, however, such consent shall not be unreasonably withheld.

5. Lessee shall not use the premises for any unlawful, ultrahazardous, improper, or immoral use, nor allow any waste or nuisance on the premises.

6. Lessee shall have the right at its own expense, from time to time during the lease term, to improve or alter the demised premises. However, prior to commencing construction of any such improvement, Lessee shall submit to Lessor for Lessor's approval any plans or specifications related thereto. Such approval shall not be unreasonably withheld. This provision is intended to permit Lessor to insure architectural continuity between the proposed structure and other structures in neighboring areas. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal laws and regulations.

7. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for any improvements constructed pursuant to this lease. All construction shall be performed by duly licensed contractors, licensed by the City of Port St. Lucie. Prior to commencement of construction, said contractor shall provide Lessor with current certificates of

insurance and proof of workers compensation insurance, satisfactory to Lessor.

8. The building placed upon the demised premises and all other additions, changes or other improvements erected or placed thereon shall remain thereof and shall not be removed therefrom; provided however that if Lessee, in the exercise of its right to improve or alter the demised premises during the lease term, shall require the removal of certain erected improvements, it shall be allowed subject to Lessor's approval, which shall not be unreasonably withheld, and all such permanent improvements and structures shall be the property of Lessor.

9. Lessee shall be solely responsible for the construction and maintenance of the improved property and shall keep it in good repair solely at the Lessee's expense during the duration of this lease.

10. As a further condition of this lease, Lessee shall not, in the use or occupation of the premises, and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit a discriminatory practice.

11. Lessor shall not be liable for any damage claims arising from injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses of this nature and further from any claims that may arise as a result of Lessee's placement of the building upon the property.

12. Lessee shall procure and maintain in force, at its own expense, during the term of this lease and any extension thereof, public liability insurance through brokers approved by the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased premises in a minimum of amount of one

million dollars (\$1,000,000.00) for any one accident and one million dollars (\$1,000,000.00) for property damage. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid up and copies of the insurance policies, issued by the insurance company. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this lease or any extensions thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment on the year following the date on which the premiums were paid by the Lessor.

13. Lessee shall not assign this lease to another party without the express written approval of Lessor. However, Lessee may assign this lease to an entity, wholly-owned by Lessee, provided the assignee agrees in writing to perform and comply with all the covenants and terms with this lease.

14. Either party may terminate this lease by providing thirty (30) days written notice to the other party. On behalf of the Lessor, such notice shall be addressed to the City Manager of the City of Port St. Lucie at the following address:

City Manager  
City of Port St. Lucie  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984-5099

On behalf of the Lessee such notice shall be addressed to:

Commander Garry Wilson  
Port St. Lucie Police Department  
Police Administration Building  
121 S.W. Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984-5099

15. Upon termination of the lease, any improvements made to the premises by the Lessee

shall become the sole and exclusive property of the Lessor.

16. This lease automatically terminates upon Lessee ceasing to operate a Police Athletic League Club on the demised premises. Upon termination any improvements to the premises made by the Lessee shall become the sole and exclusive property of the Lessor.

17. Lessee shall have the right to renew this lease one time for a five (5) year period, beginning on the 1st day of June, 2006, and terminating on the 1st day of June, 2011, and under the same terms and conditions set forth herein.

18. Any and all remedies provided to Lessor for the enforcement of the provisions of this lease are cumulative and non-exclusive and Lessor shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. Lessee shall be liable for any costs and expenses incurred by Lessor in enforcing any terms of this lease or in pursuing any legal action for the enforcement of Lessor's rights.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year above written.

\_\_\_\_\_  
WITNESS:

CITY OF PORT ST. LUCIE, FLORIDA

\_\_\_\_\_  
WITNESS:

BY: \_\_\_\_\_  
Donald B. Cooper  
City Manager

\_\_\_\_\_  
WITNESS:

PORT ST. LUCIE POLICE ATHLETIC LEAGUE

\_\_\_\_\_  
WITNESS:

BY: \_\_\_\_\_  
Commander Garry Wilson  
Executive Director

wpdocs\misc\pal.egr

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**MEMORANDUM**

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TO: DONALD B. COOPER, CITY MANAGER  
THRU: ROGER G. ORR, CITY ATTORNEY  
FROM: LOIS NICHOLS, STAFF ATTORNEY  
DATE: OCTOBER 5, 2000  
SUBJECT: PAL LEASE  
ROTARY PARK



**RECEIVED**  
OCT 09 2000  
City Manager's Office

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Attached is a lease for Police Athletic League (PAL) to construct a facility in Rotary Park. The term of the lease is for 25 years at \$100/year with a 25-year renewal.

Officer Tim Reilly, Executive Director of PAL is coordinating the site and building plan process. Funds for its construction have been approved for this purpose.

Please process the attached lease as necessary. Questions regarding this document may be directed to me at ext. 4386. Questions regarding building matters may be directed to Officer Tim Reilly at ext. 7312.

/ln  
Attachment as stated

c: Officer T. Reilly, Executive Director, PAL

c/p  
10/11

PSL Police Athletic League, Inc.  
Rotary Park

## LEASE AGREEMENT

THIS AGREEMENT made this 31<sup>st</sup> day of October, 2000; by and between the CITY OF PORT ST. LUCIE, FLORIDA, a Florida municipal corporation, hereinafter referred to as "Lessor," and the PORT ST. LUCIE POLICE ATHLETIC LEAGUE, INC., a Florida non-profit corporation, hereinafter referred to as "Lessee."

### WITNESSETH

In consideration of the mutual covenants contained herein, the parties hereto agree as follows, to-wit:

1. Lessor leases to Lessee the premises, owned by Lessor, which consist of that portion of Rotary Park, more particularly described in Exhibit A, attached hereto and incorporated herein.
2. The term of this lease shall be for a period of Twenty-Five years (25) commencing on the 1<sup>st</sup> day of November, 2000, and terminating on the 1<sup>st</sup> day of November, 2025, at 12:01 a.m.
3. The total rent under this lease is Twenty-Five Hundred Dollars (\$2,500.00). Lessee shall pay Lessor that amount in installments of One Hundred Dollars (\$100.00) each year beginning on November 1, 2000, and on the same date each year thereafter during the term of this lease.
4. Lessee shall have the right to renew this lease one time for a Twenty-Five (25) year period, beginning on the 1<sup>st</sup> day of November, 2025, and terminating on the 1<sup>st</sup> day of November, 2050, subject to review of modifications. Additional renewals may be negotiated between the Lessor and Lessee subsequent to the renewal period stated herein.
5. The approval of this lease is contingent upon site plan approval. In the event that the site plan is not approved, the City will endeavor to assist the organization in selecting an alternative location.
6. The premises are to be used as a *Port St. Lucie Police Athletic League Club* by the Lessee. Lessee shall restrict its use for such purposes; the mission of the organization is to create programs of crime prevention operated by law enforcement

officers for the purpose of creating better relations between law enforcement officers and the youth of our community, seeking to regain communication with the youth; and to prevent juvenile delinquency. The Lessee's uses shall comply with the mission of the organization and shall not permit the use of the premises for any other purpose without the written consent of the Lessor; provided however, such consent shall not be unreasonably withheld.

Lessee may permit short term use of property for special fundraising events so long as, (1) the event is consistent with the mission of the organization, (2) remuneration is consistent with rates charged for other similar City facilities, and (3) Lessee provides a report of such use and charges, annually.

7. Lessee intends to construct improvements to the leased site. Lessee shall submit to Lessor for approval, a site or building plan and specifications which comply with all applicable federal, state, and municipal laws and regulations, including, but not limited to, appropriate buffers for landscaping, noise abatement, light abatement and traffic safety. Lessor's approval of the site or building plan shall not be unreasonably withheld. Lessee shall be responsible for obtaining any and all necessary permits and approvals required for all such improvements. Construction shall be performed by duly licensed contractors, licensed by the City of Port St. Lucie. Prior to commencement of construction, said contractors shall provide Lessor with current certificates of insurance and proof of workers' compensation insurance, satisfactory to Lessor.

8. Lessee shall have the right, at its own expense, to improve or alter the demised premises. However, prior to commencing construction of any such improvement, Lessee shall submit to Lessor for approval any plans or specifications related thereto. Such approval shall not be unreasonably withheld. This provision is intended to permit Lessor to insure architectural continuity between the proposed structure and other structures in neighboring areas. Lessee covenants that such improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state, and municipal laws and regulations.

9. The building placed upon the demised premises and all other additions, changes or other improvements erected or placed thereon shall remain thereof and shall not be removed therefrom; provided however that if Lessee, in the exercise of its right to improve or alter the demised premises during the lease term, shall require the

removal of certain erected improvements, it shall be allowed subject to Lessor's approval, which shall not be unreasonably withheld, and all such permanent improvements and structures shall be the property of Lessor.

10. Lessee shall be solely responsible for the construction and maintenance of the improved property and grounds, pursuant to the approved site plan, and shall keep it in good repair solely, at the Lessee's expense, during the duration of this lease or extension thereof.

11. As a further condition of this lease, Lessee shall not, in the use or occupation of the premises and in the conduct of Lessee's activities, discriminate against any worker, employee, participant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, or otherwise commit a discriminatory practice.

12. Lessor shall not be liable for any claims arising from injury to persons or property from any cause relating to the occupancy of the premises by Lessee during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss or other claims or obligations resulting from any injuries or losses of this nature and further from any claims that may arise as a result of Lessee's placement of the building upon the property.

13. Lessee shall procure and maintain in force, at its own expense, during the term of this lease and any extension thereof, public liability insurance through brokers approved by the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring within the leased premises in a minimum of amount of one million dollars (\$1,000,000.00) for any one accident and one million dollars (\$1,000,000.00) for property damage. Lessee shall deliver to Lessor annual certificates demonstrating that insurance is paid and copies of the insurance policies issued by the insurance company. Lessee shall obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any policy. If the insurance policy is not kept in force during the entire term of this lease or any extensions thereof, Lessor may procure the necessary insurance and pay the premium therefor, and the premium shall be repaid to Lessor as an additional rent installment on the year following the date on which the premiums were paid by the Lessor.

14. Lessee shall not assign this lease to another party without the express written approval of Lessor. However, Lessee may assign this lease to an entity, wholly-owned by Lessee, provided the assignee agrees in writing to perform and comply with all the covenants and terms with this lease.

15. Either party may terminate this lease by providing thirty (30) days written notice to the other party.

16. All notices shall be directed to the following addresses:

City Manager  
City of Port St. Lucie  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

Officer Timothy Reilly  
Executive Director  
Port St. Lucie Police Department  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, Florida 34984

17. The failure of Lessee to comply with each and every term and condition of this Lease shall constitute a breach of this Lease. Lessee shall have thirty (30) days after the date of written notice of any breach to correct the condition specified in the notice or, if the corrections cannot be made within the thirty (30) day period, Lessee shall have a reasonable time to correct the default, if corrective action is commenced by Lessee within fifteen (15) days after receipt of the notice.

18. This lease automatically terminates upon Lessee ceasing to operate a Police Athletic League Club on the demised premises.

19. Upon termination of this Lease by default or passage of time, any improvements to the premises made by the Lessee shall become the sole and exclusive property of the Lessor.

20. Any and all remedies provided to Lessor or Lessee for the enforcement of the provisions of this lease are cumulative and non-exclusive and either party shall be entitled to pursue either the rights enumerated in this lease or remedies authorized by law or both. In any action or proceeding to enforce this lease, or to secure any rights provided under this lease or accorded by law, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year above written.

CITY OF PORT ST. LUCIE, FLORIDA

*Edward W. DiCicco*  
Witness

By: *Donald B. Cooper*  
Donald B. Cooper, City Manager

*Mary Hornbeck*  
Witness

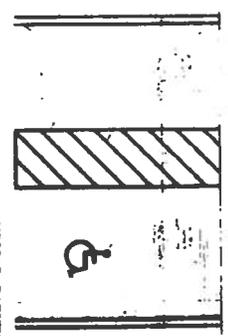
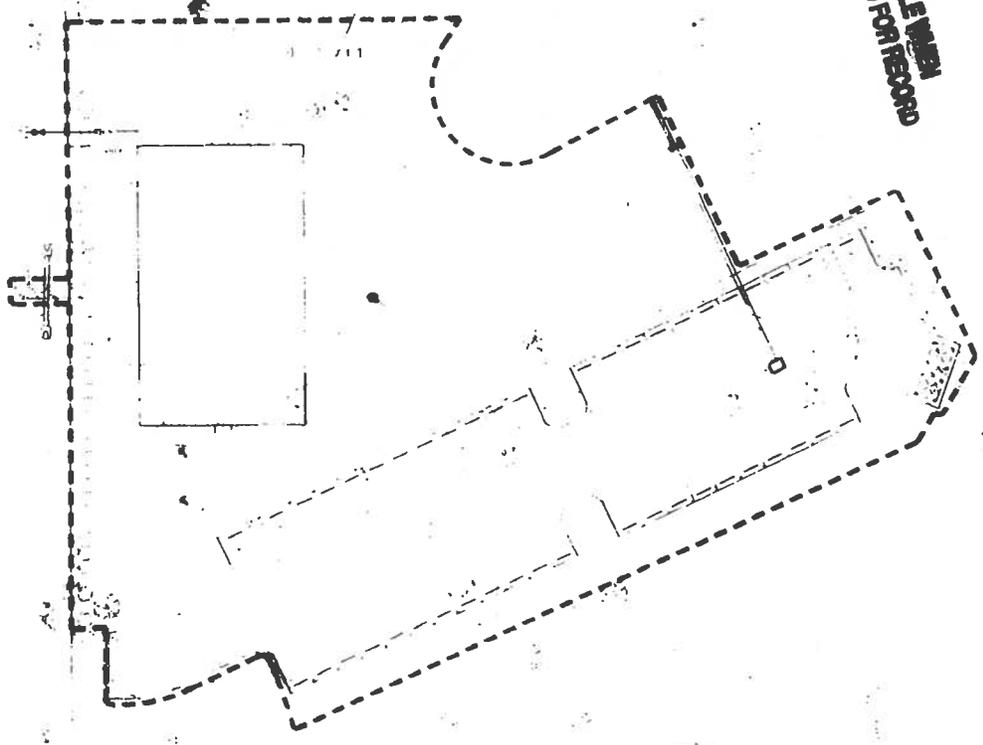
APPROVED AS TO FORM AND CORRECTNESS:

By: *Roger G. Orr*  
Roger G. Orr, Esq., City Attorney

PORT ST. LUCIE POLICE ATHLETIC LEAGUE

By: *Off. Timothy Reilly*  
Officer Timothy Reilly  
Executive Director, PAL

ILLEGIBLE WHEN  
PRESENTED FOR RECORD



HANDICAP PARKING SPACE DETAIL



PROJECT  
LOCATION



LOCATION MAP

GENERAL NOTES

**C**  
CULL DEPPER  
TERPENING

1000 N. 10TH ST.  
PORT ST. LUCIE, FL 34956  
TEL: 888-888-8888

DATE	BY	REVISION
10/1/00	JL	ISSUE FOR PERMIT
10/1/00	JL	ISSUE FOR RECORD

PORT ST. LUCIE ROTARY PARK  
POLICE ATHLETIC LEAGUE IMPROVEMENTS  
SITE PLAN

SCALE: 1" = 10'  
DATE: 10/1/00



Agenda Summary  
2026-212

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 8.e

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Placement: Second Reading of Ordinances / Public Hearing

Action Requested: Motion / Vote

Ordinance 26-23, Public Hearing, an Ordinance of the City of Port St. Lucie, Florida, Dissolving the Sundance Community Development District Pursuant to Section 190.046(10), Florida Statutes, and Repealing City Ordinance No. 2024-26; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Submitted By: Russell Ward, Deputy City Attorney

Strategic Plan Link: The City's Goal of Strategic Growth for a Resilient Future.

Executive Summary (General Business): The Board of Supervisors of the Sundance Community Development District ("Sundance CDD") has requested that the City Council dissolve the Sundance CDD pursuant to Section 190.046(10), Florida Statutes.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council approve the Ordinance.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Ordinance.
2. Move that the Council reject the Ordinance.

Background: The City Council adopted Ordinance 2024-26 establishing the Sundance CDD. The Ordinance described the Sundance CDD's boundaries and named the initial members of the Board of Supervisors.

Chapter 190, Florida Statutes, authorized the establishing of the Sundance CDD and governs the dissolution of the Sundance CDD. The existing Sundance CDD consists of approximately 427 acres generally located east of Rangeline Road, south of Hegener Road and north of Becker Road. On December 1, 2025, Sundance CDD's attorney submitted a petition to dissolve the Sundance CDD pursuant to Section 190.046 (10), Florida Statutes.

Issues/Analysis: A CDD serves its property owners by financing, providing, and managing certain basic infrastructure systems, facilities, and services. Only property owners within the established boundaries of the CDD are assessed through the district for these improvements. Section 190.046 (10), Florida Statutes, permits a district with no outstanding financial obligations and no operating or maintenance responsibilities to petition the local governmental entity that established the district for dissolution of the district by a nonemergency ordinance.

Resolution No. 2025-05, adopted by the Sundance CDD Board of Supervisors on October 9, 2025, represents to the City that the Sundance CDD indicating that the planned community development services that remain to be provided to the lands within the boundaries of the District may be provided by the developer in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District, at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the District, that the Board of Supervisors has determined it in the best interest to dissolve the CDD, that the District has no remaining debt obligations, and that the District is to transfer all district property to appropriate entities. The CDD Manager has submitted an affidavit indicating that Resolution No. 2025-05 is true and correct and that the District does not have any outstanding financial obligations except for the costs to complete the dissolution, does not have any operating or maintenance responsibilities, does not presently own any real property or infrastructure improvements, does not presently have any outstanding bonds, notes or other debt instruments, and that any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the landowners.

All rights and obligations accepted by Sundance CDD in Wilson Groves Parcel A Plat 1, as recorded in Plat Book 126, at Pages 30 thorough 37, of the Public Records of St. Lucie County, Florida, have been transferred to Catalina Palms Homeowners Association, Inc. Sundance CDD recorded a Quit Claim deed conveying all interest in S.M.T. 1, S.M.T. 2, and S.M.T. 3 to Catalina Palms Homeowners Association, Inc. in the Public Records of St. Lucie County, Florida in Book 5294, Page 2407 on April 8, 2025. In addition, Sundance CDD and Catalina Palms HOA executed and recorded an Assignment and Assumption of Property Interest and Obligations in the Public Records of St. Lucie County, Florida in Book 5419, Page 484 on January 14, 2026, whereby Sundance CDD assigned and Catalina Palms HOA accepted all rights, title, interest, powers, privileges, benefits, options, and obligations of Sundance CDD described in the plat.

Furthermore, Catalina Palms Homeowners Association, Inc., will enter into an Agreement for Amendment of Dedications on Plat acknowledged its responsibility to maintain the water management tracts (S.M.T. 1, S.M.T. 2, and S.M.T. 3) and any other interests in property dedicated to Sundance CDD in the plat. The Landowners has also acknowledged that that the dissolution of the CDD does not relieve the Landowners of any land development requirements, including infrastructure and maintenance obligations.

Financial Information: N/A

Special Consideration: N/A

Location of Project: approximately 427 acres generally located east of Rangeline Road, south of Hegener Road and north of Becker Road

Business Impact Statement: Yes

Attachments: 1. Petition

2. Proposed Dissolution Ordinance

a. Exhibit "1" to Dissolution Ordinance "Resolution of Sundance CDD Board of Supervisors"

- b. Exhibit "2" to Dissolution Ordinance "Affidavit of the Sundance CDD District Manager"
- c. Exhibit "3" to the Dissolution Ordinance "Consent and Joinder of Landowners"
- 3. Ordinance 2024-26
- 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: 25335-09

**Legal Sufficiency Review:**

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

**PETITION BY THE SUNDANCE COMMUNITY DEVELOPMENT  
DISTRICT REQUESTING THAT THE CITY COUNCIL OF THE CITY  
OF PORT ST. LUCIE, FLORIDA, APPROVE AN ORDINANCE  
TERMINATING AND DISSOLVING THE DISTRICT PURSUANT TO  
SECTION 190.046(10), FLORIDA STATUTES**

Petitioner, the Sundance Community Development District (the “District”), hereby petitions the City Council of the City of Port St. Lucie to enact an ordinance dissolving the District pursuant to Chapter 190, *Florida Statutes*. In support of this Petition, Petitioner states:

1. Establishment. The District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and created by the City Council of the City of Port St. Lucie Ordinance No. 24-26, effective May 28, 2024.

2. Authority. Section 190.046(10), *Florida Statutes*, provides that:

If a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon the petition of the district, the district may be dissolved by a nonemergency ordinance of the general-purpose local governmental entity that established the district....

3. The District does not presently have any outstanding financial obligations and does not have any operating or maintenance responsibilities. Additionally, the District does not own any real property or infrastructure improvements; the District has no outstanding bonds, notes or other debt instruments. The District’s manager, Stephanie Brown, has completed an affidavit certifying to these and other facts, which is attached to this Petition as **Exhibit A**.

4. Upon review of the status of the District, ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., (together, the “Landowner”), has requested that the District undergo a dissolution in order to allow the Landowner to finance its infrastructure improvements through

conventional methods and to operate and maintain such improvements or to allow a property owners' association or other entity to operate and maintain such improvements. A copy of the Landowners' letter is attached to this Petition as **Exhibit B**.

5. The District's Board of Supervisors (the "Board"), met on October 9, 2025, at a duly noticed public meeting to consider the Landowners' request. The Board determined that, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements or providing any financing for the same.

6. Accordingly, on October 9, 2025, the District's Board adopted Resolution 2025-05, which among other things authorized a Plan of Dissolution that allows for the orderly dissolution of the District, and which directed the District Manager and District Counsel to submit Resolution 2025-05 and this Petition to the City Council. A copy of Resolution 2025-05 is attached to this Petition as **Exhibit C**, and a copy of the Plan of Dissolution is attached as Exhibit B to Resolution 2025-05.

7. As part of Resolution 2025-05, the District's Board of Supervisors determined that it is in the best interest of the District and the owners of the lands located within the District that the District be dissolved.

8. Petitioner has obtained written request and direction from 100% of the landowners of the lands within the District. Such consent is attached to this Petition as **Exhibit D**.

9. Any expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution, are being funded pursuant to a funding agreement with the Landowner. As such, all outstanding obligations of the District have or will be paid.

10. Accordingly, the District has complied with all conditions precedent of the Plan of Dissolution as evidenced by this Petition and the exhibits attached hereto.

11. Official District Records. Upon dissolution of the District, and pursuant to the Plan of Dissolution, the District will cause all official records of the District to be transferred to the Florida Secretary of State in accordance with Florida public records laws.

12. Notice of Dissolution. Upon the dissolution of the District, and pursuant to the Plan of Dissolution, the District will cause notice of the dissolution to be transmitted to the Florida Department of Commerce and will further cause a Notice of Dissolution to be recorded in the Official Records of St. Lucie County, Florida.

13. District's Representative. Pursuant to Resolution 2025-05 of the District, Kutak Rock LLP, as District Counsel, has been authorized to represent the District with respect to this Petition. Copies of all correspondence and official notices should be sent to:

Wesley S. Haber, Esq.  
[Wesley.Haber@kutakrock.com](mailto:Wesley.Haber@kutakrock.com)  
KUTAK ROCK LLP  
107 West College Avenue  
Tallahassee, Florida 32301

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

WHEREFORE, because the District has no outstanding financial obligations and no operating or maintenance responsibilities, and accordingly has met the requirements for dissolution as provided in Section 190.046(10), *Florida Statutes*, and for the other reasons herein stated, Petitioner respectfully requests the City Council to:

- a. consider this Petition and adopt a nonemergency ordinance dissolving the District; and
- b. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 1<sup>st</sup> day of December 2025.

**KUTAK ROCK LLP**

/s/ Wesley S. Haber  
Wesley S. Haber  
Florida Bar No. 0420069  
Wesley.Haber@Kutakrock.com  
Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
(850) 692-7300 (telephone)  
(850) 692-7319 (facsimile)  
Attorneys for Plaintiff

**Exhibit A** – District Manager’s Affidavit

**Exhibit B** – Landowners Letter

**Exhibit C** – 2025-05 Resolution Adopting Dissolution of the Sundance CDD

**Exhibit D** – Landowners Consent

**Exhibit A**  
District Manager's Affidavit

STATE OF FLORIDA  
COUNTY OF SAINT LUCIE

AFFIDAVIT OF DISTRICT MANAGER

BEFORE ME, the undersigned authority, this day personally appeared Stephanie Brown, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein. I, Stephanie Brown, am employed by Special District Services, Inc., and, in the course of that employment, serve as District Manager for the Sundance Community Development District.
2. I do hereby certify that I have reviewed Resolution 2025-05, and the Plan of Dissolution attached thereto and all of the facts in it are true and correct. Consistent with Section 190.046(10), *Florida Statutes*, the District does not presently have any outstanding financial obligations except for the costs to complete this dissolution and does not have any operating or maintenance responsibilities. Further, the District does not presently own any real property or infrastructure improvements, and the District does not presently have any outstanding bonds, notes or other debt instruments. Moreover, any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the landowners. As such, all outstanding obligations have been paid.

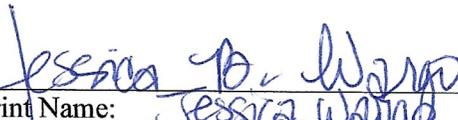
FURTHER AFFIANT SAYETH NOT.

SPECIAL DISTRICT SERVICES, INC.

  
 By: Stephanie Brown  
 Its: District Manager

SWORN AND SUBSCRIBED before me by means of  physical presence or  online notarization this 28 day of October 2025, by Stephanie Brown of Special District Services, Inc., who  is personally known to me or  has provided \_\_\_\_\_ as identification, and who  did or  did not take an oath.

NOTARY PUBLIC

  
 Print Name: Jessica Wargo  
 Notary Public, State of Florida  
 Commission No.: HH 703182  
 My Commission Expires: July, 27, 2027



**Exhibit B**  
Landowners Letter

October 30 2025

Board of Supervisors  
Sundance Community Development District  
c/o Stephanie Brown, District Manager  
Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., (together, the "**Landowners**"). The Landowners are the majority landowners of the property located within the Sundance Community Development District (the "**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements (the "**Improvements**") and to operate and maintain such Improvements, the Landowners have determined that it is more advantageous for the needs of the current and future landowners within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, the Landowners respectfully request that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore, the Landowners do hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

**ACR Acquisition, LLC**  
a Florida limited liability company

By:   
Name: Alexander Akel

**Sundance PSL I, LLC**  
a foreign limited liability company

By: 

Name: Alexander Akel

**Catalina Palms Homeowners Association, Inc.**  
a Florida not for profit corporation

By:   
Name: Alexander Akel

**Sundance Master Property Owners Association, Inc.**  
a Florida not for profit corporation

By:   
Name: Alexander Akel

**Exhibit C**

2025-05 Resolution Adopting Dissolution of the Sundance CDD

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT; DIRECTING THE DISTRICT MANAGER AND DISTRICT COUNSEL TO TAKE APPROPRIATE ACTION TO DISSOLVE THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sundance Community Development District (the “District”) was established by Ordinance No. 2024-26 of the City Council of the City of Port St. Lucie, Florida, pursuant to Chapter 190, Florida Statutes, and

**WHEREAS**, the District is located wholly within the City of Port St. Lucie, Florida (the “City”); and

**WHEREAS**, ACR Acquisition, LLC, Sundance PSL I LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., are the majority landholder and developer of lands within the District (“the Developer”); and

**WHEREAS**, the District operations are funded solely by the Developer pursuant to a funding agreement between the District and the Developer; and

**WHEREAS**, the District has received a letter from the Developer, a copy of which is attached hereto as **Exhibit A**, requesting the dissolution of the District; and

**WHEREAS**, the District has participated in planned community development services to the lands located within the District; and

**WHEREAS**, the landowners within the District have never been assessed for operations and maintenance assessments or debt assessments; and

**WHEREAS**, the District’s Board of Supervisors has determined that based upon information provided to it by the Developer and the level of improvements already completed within the District, that the planned community development services that remain to be provided to the lands within the boundaries of the District may be provided by the Developer in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to

the users of those services by the District, at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the District; and

**WHEREAS**, the District's termination will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

**WHEREAS**, the District's Board of Supervisors finds that it is in the best interest of the District and the District's landowners that the District be dissolved and that the planned community development services be provided by means other than by the District; and

**WHEREAS**, the District's Board of Supervisors further finds that it is in the best interest of the District and the District's landowners that, prior to its dissolution, the District transfer substantially all of its interests in any permits, licenses and other real, personal, tangible or intangible property owned by the District (the "District Property") to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest; and

**WHEREAS**, the District desires to authorize and direct the District Chairman and District staff to proceed with such actions and steps as are necessary to effect such transfers; and

**WHEREAS**, the District has prepared a Plan of Dissolution, a copy of which is attached hereto as **Exhibit B**, that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts and contracts; and

**WHEREAS**, the District's Board of Supervisors desires that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), Florida Statutes.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF WHEREAS CLAUSES.** All of the above representations, findings, and determinations contained within the whereas clauses of this Resolution are recognized as true and accurate, and are expressly incorporated into this Resolution.

**SECTION 2. TRANSFER OF DISTRICT PROPERTY.** The Board hereby directs the District Chairman and District staff to proceed in an expeditious manner with any actions necessary to transfer the District Property to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest and to prepare, execute and file any document necessary or convenient to effectuate such transfers or property and maintenance obligations.

**SECTION 3. CHAIRMAN’S AUTHORITY.** The Board hereby authorizes the District Chairman to act as the agent of the District with respect to any and all documents that must be executed or any other matters pertaining to the transfer of the District’s interests as contemplated herein.

**SECTION 4. NO EXISTING DEBT.** The District did not fund with tax exempt bonds or operations and maintenance assessments the construction, operation, or maintenance of any such infrastructure systems, facilities, or services to the lands within the District.

**SECTION 5. APPROVAL OF PLAN OF DISSOLUTION.** The District hereby approves the Plan of Dissolution, attached to this Resolution as **Exhibit B**.

**SECTION 6. REQUEST FOR ACTION.** The District hereby requests that the City adopt a non-emergency ordinance to provide for the termination of the District in accord with Section 190.046(10), Florida Statutes.

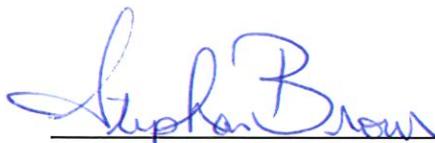
**SECTION 7. DIRECTION TO DISTRICT MANAGER AND DISTRICT COUNSEL.** The District Manager and District Counsel are hereby directed to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly termination of the District.

**SECTION 8. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the Sundance Community Development District.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of October, 2025.

ATTEST:

  
\_\_\_\_\_  
Secretary / Assistant Secretary

**SUNDANCE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

- Exhibit A:** Letter from Developer
- Exhibit B:** Plan of Dissolution

**EXHIBIT A**

October 30 2025

Board of Supervisors  
Sundance Community Development District  
c/o Stephanie Brown, District Manager  
Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., (together, the "**Landowners**"). The Landowners are the majority landowners of the property located within the Sundance Community Development District (the "**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements (the "**Improvements**") and to operate and maintain such Improvements, the Landowners have determined that it is more advantageous for the needs of the current and future landowners within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, the Landowners respectfully request that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore, the Landowners do hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

**ACR Acquisition, LLC**  
a Florida limited liability company

By:   
Name: Alexander Akel

**Sundance PSL I, LLC**  
a foreign limited liability company

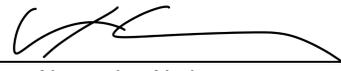
By: 

Name: Alexander Akel

**Catalina Palms Homeowners Association, Inc.**  
a Florida not for profit corporation

By:   
Name: Alexander Akel

**Sundance Master Property Owners Association, Inc.**  
a Florida not for profit corporation

By:   
Name: Alexander Akel

## EXHIBIT B

### PLAN OF DISSOLUTION FOR THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Sundance Community Development District (the “District”).

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Port St. Lucie, Florida (the “City”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., (together, the “Developer”) whereby the Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District currently does not provide any community development services to the owners of lands within the boundaries of the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City Council of the City of Port St. Lucie, Florida (the “City”), the District shall utilize existing funds on account to pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.**

A. All contractual obligations shall be addressed as follows:

- (1) The District’s agreement with the firm of Kutak Rock LLP, to serve as District Counsel shall terminate upon the effective dissolution of

the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

- (2) The District's agreement with the firm of Special District Services, Inc., to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Special District Services, Inc.
- (3) All other agreements of the District shall expire and be void upon the effective dissolution of the District.

**8. NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Sundance Community Development District in the public records of St. Lucie County, Florida. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

**9. MODIFICATION OF THE PLAN OF DISSOLUTION.** The District's Chairman, in consultation with District Counsel and the District Manager, may modify this Plan of Dissolution prior to the effective date of any ordinance of the City dissolving the District.

**10. OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State by the District Manager. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the Florida Secretary as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

**11. OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

**Exhibit D**  
Landowners Consent

**Consent and Joinder of Landowner to the Dissolution of  
the Sundance Community Development District**

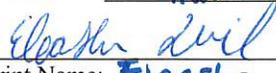
The undersigned understands and acknowledges that the Sundance Community Development District (the "District") intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), Florida Statutes.

As the owner of the lands within the Sundance Community Development District, the undersigned hereby consents to the dissolution of the District. The undersigned also hereby waives the right to object to the District's failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, Florida Statutes. A description of the District lands, including, but not limited to, those lands within the District owned by the undersigned, is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledges that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

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.

Executed this 30th day of October, 2025.

Witnessed:   
 Print Name: Ins Heras  
  
 Print Name: Eleasha Dorvil

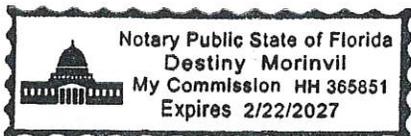
**ACR Acquisition, LLC**

By:   
 Its: Manager

STATE OF Florida  
 COUNTY OF Palm Beach

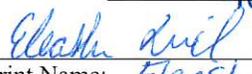
I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of ACR Acquisition, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of palm beach and State of Florida this 31<sup>st</sup> day of October, 2025.



  
 Notary Public  
 Personally known: X  
 Produced Identification: \_\_\_\_\_  
 Type of Identification: \_\_\_\_\_

Witnessed:

  
 Print Name: Ines Heredia  
  
 Print Name: Eleasha Dorvil

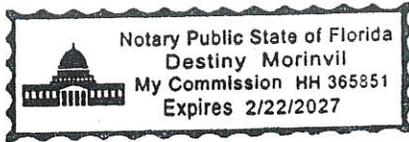
Sundance PSL I, LLC

By:   
 Its: Manager

STATE OF Florida  
 COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of Sundance PSL I, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of palm beach and State of Florida this 31<sup>st</sup> day of October, 2025.



  
 Notary Public  
 Personally known:   
 Produced Identification: \_\_\_\_\_  
 Type of Identification: \_\_\_\_\_

Witnessed:

*[Handwritten signature]*

Print Name: Inez Hernandez

*[Handwritten signature]*  
Print Name: Eleasha Dornil

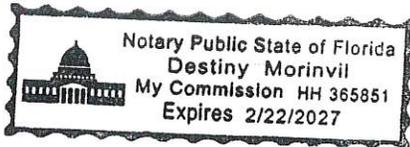
Catalina Palms Homeowners Association, Inc.

By: *[Handwritten signature]*  
Its: Manager

STATE OF Florida  
COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of Catalina Palms Homeowners Association, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of palmbeach and State of Florida this 31<sup>st</sup> day of October, 2025.



*[Handwritten signature]*  
Notary Public

Personally known:   
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Witnessed:

[Signature]  
 Print Name: Mo Huan  
[Signature]  
 Print Name: Eleashc Dorvil

Sundance Master Property Owners Association, Inc.

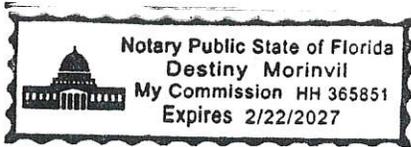
By: [Signature]  
 Its: Manager

STATE OF Florida  
 COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of Sundance Master Property Owners Association, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Palm beach and State of Florida this 31<sup>st</sup> day of October, 2025.

[Signature]  
 Notary Public



Personally known:   
 Produced Identification: \_\_\_\_\_  
 Type of Identification: \_\_\_\_\_

ORDINANCE 26 - \_\_\_\_

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, DISSOLVING THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO SECTION 190.046(10), FLORIDA STATUTES, AND REPEALING CITY ORDINANCE NO. 2024-26; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

---

**WHEREAS**, the Sundance Community Development District (“Sundance CDD”) was established by Ordinance No. 2024-26 of the City Council of the City of Port St. Lucie, Florida, pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Sundance CDD is wholly within the boundaries of Port St. Lucie, Florida; and

**WHEREAS**, the Board of Supervisors of the Sundance Community Development District has petitioned the City Council of the City of Port St. Lucie, Florida (the “City Council”), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, to repeal Ordinance No. 2024-26 and to adopt an ordinance dissolving the Sundance Community Development District (the “District”) pursuant to Section 190.046 (10), Florida Statutes; and

**WHEREAS**, Section 190.046 (10), Florida Statutes, permits a district with no outstanding financial obligations and no operating or maintenance responsibilities to petition the local governmental entity that established the district for dissolution of the district by a nonemergency ordinance; and

**WHEREAS**, according to Resolution 2025-05 of the Sundance CDD, which was adopted on October 9, 2025, and is contained within **Exhibit “1”**, attached hereto, and the Affidavit of the District Manager, attached hereto as **Exhibit “2”**, the Sundance CDD does not presently have any outstanding financial obligations or operating or maintenance responsibilities, does not presently own any real property or infrastructure improvements, does not presently have any outstanding bonds, notes or other debt instruments, and does not presently have any debt service special assessments levied against the assessable real property located within the Sundance CDD; and

**WHEREAS**, ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, the owners of 100% of the lands within the Sundance CDD (the “Landowners”) have consented to and approves of the dissolution of the Sundance CDD, and such approval is attached hereto as **Exhibit “3”**; and

**WHEREAS**, the Landowners have entered into a Dissolution Funding Agreement with Sundance CDD in order to ensure financing for administrative costs through final dissolution and have acquired all property and undertaken all of Sundance CDD’s obligations; and

**WHEREAS**, the Sundance CDD Manager has represented to the City that there is no pending or threatened litigation against the Sundance CDD; and

**WHEREAS**, the Landowners have agreed that the dissolution of the Sundance CDD does not relieve the Landowners of any land development requirements, including infrastructure and maintenance obligations and further acknowledge their responsibility to maintain all infrastructure improvements within the current or former boundaries of the Sundance CDD; and

**WHEREAS**, the City, in determining whether to dissolve the Sundance CDD, has considered the statements contained in the Petition by the Sunday Community Development District Requesting that the City Council of the City of Port St. Lucie, Florida, Approve an Ordinance Terminating and Dissolving the District pursuant to Section 190.046 (10), Florida Statutes (the “Petition”), the Affidavit of the District Manager, and the Consent and Joinder of Landowner to the Dissolution of the Sundance Community Development District (the “Consent”), has determined that the dissolution of the Sundance CDD is appropriate under Section 190.046 (10), Florida Statutes, and that, as of the date of the adoption of this Ordinance, the Sundance CDD has no further outstanding financial obligations and no further operating or maintenance responsibilities; and

**WHEREAS**, the City will not assume financial, operational, maintenance or any other obligations, liabilities, or responsibilities of the Sundance CDD because of the dissolution; and

**WHEREAS**, the City finds that repealing Ordinance No. 24-26 and dissolving the Sundance CDD is in the best interest and promotes the health, safety and welfare of the residents of the City.

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

Section 1. Recitals. That the recitals above are hereby incorporated as if fully set forth herein.

Section 2. Authority. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, codified in Chapter 190, Florida Statutes.

Section 3. Dissolution of District. The City Council authorizes the dissolution of the Sundance CDD pursuant to authority granted by Section 190.046 (10), Florida Statutes, and other applicable provisions of law. The Sundance Community Development District established by Ordinance No. 2024-26 is hereby dissolved.

Section 4. Reliance Upon Documentation. The dissolution of the Sundance CDD is based upon and in reliance upon the request, and the documents, attachments, and representations from the Sundance CDD and Landowners. Based upon such representations and documentation, the City shall assume no financial, operation, maintenance nor any other obligations, liabilities, or

ORDINANCE 26 - \_\_\_\_

responsibilities of the Sundance CDD by virtue of such dissolution. Consequently, the City assumes and accepts no financial, operational, maintenance nor any other obligations, liabilities, or responsibilities of the Sundance CDD by virtue of the dissolution

Section 5. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict, including Ordinance No. 2024-26.

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. Filing with the Department of State. The City Clerk shall be and is hereby directed to send a copy of this Ordinance to the Secretary of State for the State of Florida.

Section 8. Effective Date. The provisions within this Ordinance shall be effective immediately upon passage.

**PASSED AND APPROVED** by the City Council of the City of Port St. Lucie, Florida, this \_\_\_\_ day of March, 2026.

CITY COUNCIL  
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

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT; DIRECTING THE DISTRICT MANAGER AND DISTRICT COUNSEL TO TAKE APPROPRIATE ACTION TO DISSOLVE THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Sundance Community Development District (the “District”) was established by Ordinance No. 2024-26 of the City Council of the City of Port St. Lucie, Florida, pursuant to Chapter 190, Florida Statutes, and

**WHEREAS**, the District is located wholly within the City of Port St. Lucie, Florida (the “City”); and

**WHEREAS**, ACR Acquisition, LLC, Sundance PSL I LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., are the majority landholder and developer of lands within the District (“the Developer”); and

**WHEREAS**, the District operations are funded solely by the Developer pursuant to a funding agreement between the District and the Developer; and

**WHEREAS**, the District has received a letter from the Developer, a copy of which is attached hereto as **Exhibit A**, requesting the dissolution of the District; and

**WHEREAS**, the District has participated in planned community development services to the lands located within the District; and

**WHEREAS**, the landowners within the District have never been assessed for operations and maintenance assessments or debt assessments; and

**WHEREAS**, the District’s Board of Supervisors has determined that based upon information provided to it by the Developer and the level of improvements already completed within the District, that the planned community development services that remain to be provided to the lands within the boundaries of the District may be provided by the Developer in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to

the users of those services by the District, at an annual cost that would be equal to or lower than the annual assessment amount that could be levied by the District; and

**WHEREAS**, the District's termination will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

**WHEREAS**, the District's Board of Supervisors finds that it is in the best interest of the District and the District's landowners that the District be dissolved and that the planned community development services be provided by means other than by the District; and

**WHEREAS**, the District's Board of Supervisors further finds that it is in the best interest of the District and the District's landowners that, prior to its dissolution, the District transfer substantially all of its interests in any permits, licenses and other real, personal, tangible or intangible property owned by the District (the "District Property") to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest; and

**WHEREAS**, the District desires to authorize and direct the District Chairman and District staff to proceed with such actions and steps as are necessary to effect such transfers; and

**WHEREAS**, the District has prepared a Plan of Dissolution, a copy of which is attached hereto as **Exhibit B**, that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts and contracts; and

**WHEREAS**, the District's Board of Supervisors desires that the City adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), Florida Statutes.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF WHEREAS CLAUSES.** All of the above representations, findings, and determinations contained within the whereas clauses of this Resolution are recognized as true and accurate, and are expressly incorporated into this Resolution.

**SECTION 2. TRANSFER OF DISTRICT PROPERTY.** The Board hereby directs the District Chairman and District staff to proceed in an expeditious manner with any actions necessary to transfer the District Property to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest and to prepare, execute and file any document necessary or convenient to effectuate such transfers or property and maintenance obligations.

**SECTION 3. CHAIRMAN'S AUTHORITY.** The Board hereby authorizes the District Chairman to act as the agent of the District with respect to any and all documents that must be executed or any other matters pertaining to the transfer of the District's interests as contemplated herein.

**SECTION 4. NO EXISTING DEBT.** The District did not fund with tax exempt bonds or operations and maintenance assessments the construction, operation, or maintenance of any such infrastructure systems, facilities, or services to the lands within the District.

**SECTION 5. APPROVAL OF PLAN OF DISSOLUTION.** The District hereby approves the Plan of Dissolution, attached to this Resolution as **Exhibit B**.

**SECTION 6. REQUEST FOR ACTION.** The District hereby requests that the City adopt a non-emergency ordinance to provide for the termination of the District in accord with Section 190.046(10), Florida Statutes.

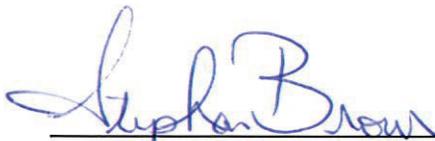
**SECTION 7. DIRECTION TO DISTRICT MANAGER AND DISTRICT COUNSEL.** The District Manager and District Counsel are hereby directed to take the appropriate actions to transmit this Resolution to the City. Upon the adoption of a non-emergency ordinance by the City, the District Manager and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly termination of the District.

**SECTION 8. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 9. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the Sundance Community Development District.

**PASSED AND ADOPTED** this 9<sup>th</sup> day of October, 2025.

ATTEST:

  
\_\_\_\_\_  
Secretary / Assistant Secretary

**SUNDANCE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

**Exhibit A:** Letter from Developer  
**Exhibit B:** Plan of Dissolution

**EXHIBIT A**

October 30 2025

Board of Supervisors  
Sundance Community Development District  
c/o Stephanie Brown, District Manager  
Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

Dear Board of Supervisors:

As manager, I am authorized to issue this letter on behalf of ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., (together, the "**Landowners**"). The Landowners are the majority landowners of the property located within the Sundance Community Development District (the "**District**"). Although the District was initially established to construct and/or acquire certain infrastructure improvements (the "**Improvements**") and to operate and maintain such Improvements, the Landowners have determined that it is more advantageous for the needs of the current and future landowners within the District to finance further infrastructure improvements through conventional methods and to allow a property owners' association or other entity to operate and maintain such improvements. With this in mind, there will not be any infrastructure improvements constructed by or conveyed to the District and the District will be left without any improvements to fund, construct, acquire, operate or maintain.

Accordingly, the Landowners respectfully request that the Board of Supervisors proceed with dissolving the District; inasmuch as the dissolution of the District is in the best interest of all concerned; and furthermore, the Landowners do hereby consent to the same.

Thank you for your consideration of this request.

Sincerely,

**ACR Acquisition, LLC**  
a Florida limited liability company

By:   
Name: Alexander Akel

**Sundance PSL I, LLC**  
a foreign limited liability company

By: 

Name: Alexander Akel

**Catalina Palms Homeowners Association, Inc.**  
a Florida not for profit corporation

By:   
Name: Alexander Akel

**Sundance Master Property Owners Association, Inc.**  
a Florida not for profit corporation

By:   
Name: Alexander Akel

## EXHIBIT B

### PLAN OF DISSOLUTION FOR THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Sundance Community Development District (the “District”).

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the City of Port St. Lucie, Florida (the “City”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with ACR Acquisition, LLC, Sundance PSL I, LLC, Catalina Palms Homeowners Association, Inc., and Sundance Master Property Owners Association, Inc., (together, the “**Developer**”) whereby the Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District currently does not provide any community development services to the owners of lands within the boundaries of the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the City Council of the City of Port St. Lucie, Florida (the “City”), the District shall utilize existing funds on account to pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.**

A. All contractual obligations shall be addressed as follows:

- (1) The District’s agreement with the firm of Kutak Rock LLP, to serve as District Counsel shall terminate upon the effective dissolution of

the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

- (2) The District's agreement with the firm of Special District Services, Inc., to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Special District Services, Inc.
- (3) All other agreements of the District shall expire and be void upon the effective dissolution of the District.

**8. NOTICE OF DISSOLUTION.** District Counsel shall file a Notice of Dissolution of the Sundance Community Development District in the public records of St. Lucie County, Florida. A copy of the Ordinance passed by the City dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

**9. MODIFICATION OF THE PLAN OF DISSOLUTION.** The District's Chairman, in consultation with District Counsel and the District Manager, may modify this Plan of Dissolution prior to the effective date of any ordinance of the City dissolving the District.

**10. OFFICIAL DISTRICT RECORDS.** All official records of the District shall be transferred to the Florida Secretary of State by the District Manager. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the Florida Secretary as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

**11. OPERATION OF THIS PLAN OF DISSOLUTION.** This Plan of Dissolution shall become effective upon adoption of a Resolution by the District's Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

STATE OF FLORIDA  
COUNTY OF SAINT LUCIE

AFFIDAVIT OF DISTRICT MANAGER

**BEFORE ME**, the undersigned authority, this day personally appeared Stephanie Brown, who by me first being duly sworn and deposed says:

1. I am over eighteen (18) years of age and am competent to testify as to the matters contained herein. I have personal knowledge of the matters stated herein. I, Stephanie Brown, am employed by Special District Services, Inc., and, in the course of that employment, serve as District Manager for the Sundance Community Development District.
2. I do hereby certify that I have reviewed Resolution 2025-05, and the Plan of Dissolution attached thereto and all of the facts in it are true and correct. Consistent with Section 190.046(10), *Florida Statutes*, the District does not presently have any outstanding financial obligations except for the costs to complete this dissolution and does not have any operating or maintenance responsibilities. Further, the District does not presently own any real property or infrastructure improvements, and the District does not presently have any outstanding bonds, notes or other debt instruments. Moreover, any remaining expenses associated with this dissolution or the continued administrative operation of the District during the pendency of this dissolution are being funded under an agreement between the District and the landowners. As such, all outstanding obligations have been paid.

**FURTHER AFFIANT SAYETH NOT.**

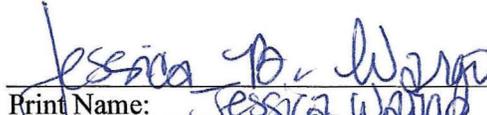
**SPECIAL DISTRICT SERVICES, INC.**

  
 By: Stephanie Brown  
 Its: District Manager

**SWORN AND SUBSCRIBED** before me by means of  physical presence or  online notarization this 28 day of October 2025, by Stephanie Brown of Special District Services, Inc., who  is personally known to me or  has provided \_\_\_\_\_ as identification, and who  did or  did not take an oath.

NOTARY PUBLIC



  
 Print Name: Jessica Wargo  
 Notary Public, State of Florida  
 Commission No.: HH 703182  
 My Commission Expires: July, 27, 2027

**Consent and Joinder of Landowner to the Dissolution of  
the Sundance Community Development District**

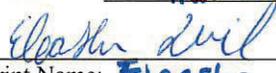
The undersigned understands and acknowledges that the Sundance Community Development District (the "District") intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), Florida Statutes.

As the owner of the lands within the Sundance Community Development District, the undersigned hereby consents to the dissolution of the District. The undersigned also hereby waives the right to object to the District's failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, Florida Statutes. A description of the District lands, including, but not limited to, those lands within the District owned by the undersigned, is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledges that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

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.

Executed this 30th day of October, 2025.

Witnessed:   
Print Name: Ines Hervas  
  
Print Name: Eleasha Dorvil

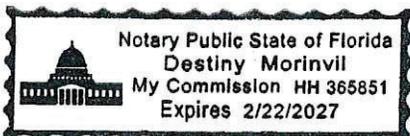
**ACR Acquisition, LLC**

By:   
Its: Manager

STATE OF Florida  
COUNTY OF Palm Beach

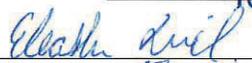
I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akel as Manager of ACR Acquisition, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of palm beach and State of Florida this 31<sup>st</sup> day of October, 2025.



  
Notary Public  
Personally known:   
Produced Identification: \_\_\_\_\_  
Type of Identification: \_\_\_\_\_

Witnessed:

  
 Print Name: Ines Heredia  
  
 Print Name: Eleasha Dorvil

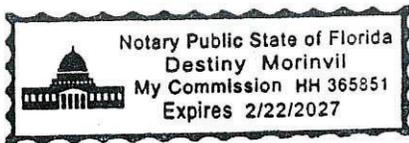
Sundance PSL I, LLC

By:   
 Its: Manager

STATE OF Florida  
 COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of Sundance PSL I, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of palm beach and State of Florida this 31<sup>st</sup> day of October, 2025.



  
 Notary Public  
 Personally known:   
 Produced Identification: \_\_\_\_\_  
 Type of Identification: \_\_\_\_\_

Witnessed:

[Signature]  
 Print Name: Trey Heman  
[Signature]  
 Print Name: Eleasha Dorvil

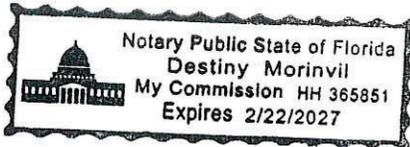
Catalina Palms Homeowners Association, Inc.

By: [Signature]  
 Its: Manager

STATE OF Florida  
 COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of Catalina Palms Homeowners Association, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of palmbeach and State of Florida this 31<sup>st</sup> day of October, 2025.



[Signature]  
 Notary Public  
 Personally known:   
 Produced Identification: \_\_\_\_\_  
 Type of Identification: \_\_\_\_\_

Witnessed:

[Signature]  
 Print Name: Mo Huan  
[Signature]  
 Print Name: Eleasha Dorvil

Sundance Master Property Owners Association, Inc.

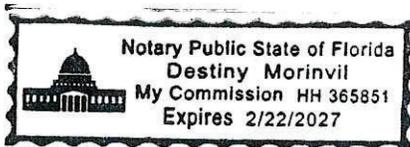
By: [Signature]  
 Its: Manager

STATE OF Florida  
 COUNTY OF Palm Beach

I hereby certify that on this day, before me by means of  physical presence or  online notarization, an officer duly authorized to take acknowledgments, personally appeared Alex Akei as Manager of Sundance Master Property Owners Association, Inc., who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of Palm beach and State of Florida this 31st day of October, 2025.

[Signature]  
 Notary Public



Personally known:   
 Produced Identification: \_\_\_\_\_  
 Type of Identification: \_\_\_\_\_

ORDINANCE 24-26

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ESTABLISHING THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING BOUNDARIES; DESIGNATING INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING POWERS; PROVIDING FOR NOTICE OF SPECIAL ASSESSMENTS; PROVIDING FOR CONDITIONS; PROVIDING FOR EXCEPTIONS AND INTERLOCAL AGREEMENTS WITH THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Port St. Lucie (the "City") has determined that it is authorized pursuant to Section 190.005, Florida Statutes, to establish community development districts that are less than 2,500 acres in size and located within the corporate boundaries of the City; and

WHEREAS, ACR Acquisition, LLC, a Delaware limited liability company (the "Petitioner"), has petitioned the City to grant the establishment of the Sundance Community Development District (the "District"), which petition contains the information required by sections 190.005(1)(a) and 190.005(2)(a), Florida Statutes; and

WHEREAS, a public hearing has been conducted by the City Council in accordance with the requirements and procedures of section 190.005(1)(d), Florida Statutes; and

WHEREAS, the City Council has taken testimony and considered the record of the public hearings and the factors set forth in Section 190.005(1)(e), Florida Statutes; and

WHEREAS, all statements contained in the petition have been found to be true and correct; and

WHEREAS, the establishment of the District is not inconsistent with any applicable element or portion of the City's Comprehensive Plan; and

WHEREAS, the area of land within the District is of sufficient size, sufficiently compact and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the establishment of the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the proposed services and facilities to be provided by the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

ORDINANCE 24-26

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the District desires to levy special assessments on benefited land within the District to pay for infrastructure constructed and/or acquired by the District; and

WHEREAS, all applicable planning and permitting laws, rules, regulations and policies control the development of the land to be serviced by the District; and

WHEREAS, the City Council finds that the District shall have the general powers described in section 190.011, Florida Statutes, and the special powers described in sections 190.012(1), (2)(a) and (d), and (3), Florida Statutes; and

WHEREAS, the District's exercise of special powers pursuant to section 190.012(2)(d), Florida Statutes, may not impede the public's access to public roadways; and

WHEREAS, the exercise by the District of any powers other than the powers set forth in sections 190.011 and 190.012(1), (2)(a) and (d) and (3), Florida Statutes, shall require consent by the City Council by ordinance or resolution; and

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.    Establishment; Name. The Sundance Community Development District (the "District") is hereby established.

Section 3.    Boundaries. The external boundaries of the District are set forth in the legal description contained in the attached Exhibit "A" and incorporated by reference.

Section 4.    Initial Board of Supervisors. The following five (5) persons are designated as the initial members of the Board of Supervisors of the District: Alexander Akel, Ramsey Akel, Horacio Moncada, Ersillia Moreno, and Luai Akel. All of the above-named persons are residents of the State of Florida and citizens of the United States.

Section 5.    District General and Special Powers. The District shall have all the power and authority to construct, operate and maintain District facilities and services as authorized by Chapter 190, Florida Statutes, as amended from time to time. The City consents to the Board's exercise of special powers set forth in sections 190.012(1), (2)(a) and (d) and (3), Florida Statutes, which includes the power to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for

## ORDINANCE 24-26

indoor and outdoor recreational, cultural, and educational uses, and for security including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; provided, however, that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries. Said powers shall be discharged in accordance with Chapter 190 of the Florida Statutes. The District's exercise of special powers pursuant to section 190.012(2)(d), Florida Statutes, may not impede the public's access to public roadways. The District shall not impose special assessments of any kind whatsoever on real property to be dedicated to or owned by the City.

Section 6. District Charter; Exercise of Special Powers. Pursuant to section 190.004(4), Florida Statutes, the charter for the District shall be sections 190.006 through 190.041, Florida Statutes, including the special powers provided by sections 190.012(1), (2)(a) and (d), and (3), Florida Statutes. The exercise by the District of powers set forth in section 190.012(2)(b), (c), (e), and (f), Florida Statutes, shall require prior consent by the City Council, which consent shall only be provided by resolution or ordinance after specific petition to the City Council.

Section 7. Notice of Special Assessments. The District is solely responsible for the implementation of special assessments upon benefited property within the District's internal boundaries. The Petitioner, its successors, and assignees shall provide notice of said special assessments to all prospective purchasers of said property.

- (a) The Petitioner, its successors, and assigns shall provide full disclosure of the public financing and maintenance of improvements undertaken by the District. This disclosure shall include a statement in bold print that special assessments imposed by the District will appear in the tax bill for each property within the District. This disclosure shall meet the requirements of section 190.048, Florida Statutes, as amended from time to time, and shall be included in every contract for purchase and sale of property within the District, and in every recorded deed of conveyance from the Petitioner. The District shall record a notice of assessments in the Public Records both before and after any bond sale;
- (b) The Petitioner, its successors, and assignees shall disclose the fact that the development is located in a special taxing district, and that a special assessment will

## ORDINANCE 24-26

be assessed on the tax roll against all benefited property within the District. This information shall be in bold type in any sale brochures, in any sales information, and on the front page of the Declaration of Restrictive Covenants creating the Property Owners Association or Homeowners Association;

- (c) The Petitioner, its successors, and assigns, shall provide all the disclosures required by this Ordinance in a separate page as part of the contract for purchase and sale of property within the District. The prospective purchaser must sign this page;
- (d) An affidavit of compliance shall be submitted annually to the City of Port St. Lucie beginning on \_\_\_\_\_ until all units have been sold, outlining the number of units sold, providing samples of the documents used in the closing process, and certifying compliance with the disclosure requirements contained in this Ordinance. Upon ten (10) days written notice, the City shall have the right to audit the records of the Petitioner, its successors, and assignees, to verify the compliance with the disclosure requirements in this Ordinance. Failure to comply with the disclosure requirements in this Ordinance shall be a violation of a City ordinance and shall be punishable as provided by law including, but not limited to, enforcement procedures established in the City's Land Development Code.

Section 8. Conditions. The District shall be subject to the following conditions:

- (a) The Petitioner and all future property owners and persons within the District shall be subject to all City ordinances including, but not limited to, site plan approval and all permitting and review requirements and processes;
- (b) All construction shall be subject to City inspections and requirements;
- (c) The construction of all utility infrastructure relating to ponds, landscaping, hardscaping and walls, sanitary sewer, stormwater management (including ponds and retention and transmission facilities), roads and paving, sidewalks, and water supply and distribution shall be built to City standards;

Section 9. Exceptions and Interlocal Agreements. The District shall have all of the authority and power contained with Chapter 190, Florida Statutes, as set forth in this Ordinance. Although the District may construct potable water or wastewater facilities, the District shall not operate such facilities unless, pursuant to Chapter 163, Florida Statutes, an interlocal agreement is promulgated between the City and the District; provided, however, that following

ORDINANCE 24-26

construction, the District will dedicate such facilities to the City after the City has inspected and approved the facilities through its turnover process.

Section 10. Conflicting Provisions. In the event this Ordinance conflicts with any other ordinance of the City of Port St. Lucie, this Ordinance shall govern and the conflicting ordinance shall be repealed to the extent of such conflict.

Section 11. Severability. If any portion of this Ordinance is, for any reason, held or declared to be unconstitutional, inoperative, invalid, or void by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Ordinance.

Section 12. Department of State. The Clerk is hereby directed to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

Section 13. Effective Date. This Ordinance shall become effective immediately upon final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28<sup>th</sup> day of May, 2024.

CITY COUNCIL  
CITY OF PORT ST. LUCIE

By:   
Shannon M. Martin, Mayor

ATTEST:



Sally Walsh, City Clerk



APPROVED AS TO FORM:

  
Richard Berrios, Interim City Attorney

ORDINANCE 24-26

**EXHIBIT A**

**EXHIBIT 2**

**DESCRIPTION:**

BEING ALL OF TRACT RW, BECKER ROAD AT WILSON GROVES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 121, PAGES 7 THROUGH 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF BLOCK 3, BLOCK 4, BLOCK 6, TRACT 1, BLOCK 6, TRACT 2, BLOCK 6, TRACT 3, BLOCK 8 AND BLOCK 9, THE ALAN WILSON GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 12, PAGES 50 AND 50A OF SAID PUBLIC RECORDS, TOGETHER WITH A PORTION OF EAST HALF OF SECTION 31, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING IN SECTIONS 29, 31 AND 32, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 31; THENCE ALONG THE WEST LINE OF SAID SECTION 31, N00°03'37"W, A DISTANCE OF 1101.96 FEET; THENCE N89°56'23"E, A DISTANCE OF 80.00 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 609, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION SECTION 94002-2501 OF SAID PUBLIC RECORDS AND TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID TRACT RW, THE FOLLOWING SIX (6) COURSES AND DISTANCES: THENCE S44°57'57"E, A DISTANCE OF 49.42 FEET; THENCE S89°52'17"E, A DISTANCE OF 4,759.39 FEET; THENCE N44°57'25"E, A DISTANCE OF 49.65 FEET; THENCE S89°42'41"E, A DISTANCE OF 150.01 FEET; THENCE S45°02'35"E, A DISTANCE OF 49.35 FEET; THENCE S89°52'17"E, A DISTANCE OF 1,166.63 FEET; THENCE N00°07'43"E, A DISTANCE OF 889.71 FEET; THENCE N89°52'17"W, A DISTANCE OF 986.89 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID BLOCK 6, TRACT 2; THENCE ALONG SAID WEST LINE AND THE NORTHERLY PROLONGATION THEREOF, N00°12'47"W, A DISTANCE OF 590.34 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 6, TRACT 1; THENCE ALONG THE WEST LINE OF SAID BLOCK 3, N00°17'58"W, A DISTANCE OF 389.69 FEET; THENCE EAST, A DISTANCE OF 49.49 FEET; THENCE N00°15'25"W, A DISTANCE OF 694.96 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 51.98 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 S89°59'48"E, A DISTANCE OF 137.26 FEET; THENCE N00°07'43"E, A DISTANCE OF 603.33 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF PAAR DRIVE, AS RECORDED IN OFFICIAL RECORDS BOOK 4704, PAGE 566 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, THE FOLLOWING FOUR (4) COURSES AND DISTANCES: THENCE S89°52'17"E, 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 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 ALONG THE ARC, A DISTANCE OF 1,052.73 FEET; THENCE S45°15'27"E, A DISTANCE OF 63.50 FEET TO A LINE 75.00 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST LINE OF SAID PLAT; THENCE ALONG SAID PARALLEL LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S00°28'37"E, A DISTANCE OF 1,126.98 FEET; THENCE S00°28'07"E, A DISTANCE OF 2,611.01 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY LINE OF SAID TRACT RW; THENCE ALONG SAID EAST BOUNDARY LINE, THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE S44°48'41"W, A DISTANCE OF 14.07 FEET; THENCE S00°28'07"E, A DISTANCE OF 219.58 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TRACT RW; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, THE FOLLOWING NINE (9) COURSES AND DISTANCES: THENCE N45°12'38"W, A DISTANCE OF 49.27 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N00°02'52"E, A RADIAL DISTANCE OF 2,206.00 FEET;

DESCRIPTION IS CONTINUED ON SHEET 2

THIS IS NOT A SURVEY

SHEET 1 OF 7



**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  
 CDD#1 RESIDENTIAL AREA  
 SKETCH AND DESCRIPTION**



DATE	2-12-2024
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	4371-3-CDD

ORDINANCE 24-26

**EXHIBIT "A"**

**DESCRIPTION: (CONTINUED)**

THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 39°34'12", A DISTANCE OF 1,523.52 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, HAVING A RADIUS OF 2,056.00 FEET AND A CENTRAL ANGLE OF 39°29'21"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 1,417.03 FEET; THENCE N89°52'17"W, A DISTANCE OF 2,675.59 FEET; THENCE S44°57'25"W, A DISTANCE OF 49.65 FEET; THENCE N89°42'41"W, A DISTANCE OF 150.01 FEET; THENCE N45°02'35"W, A DISTANCE OF 49.35 FEET; THENCE N89°52'17"W, A DISTANCE OF 4,759.98 FEET; THENCE S45°02'03"W, A DISTANCE OF 49.58 FEET TO A POINT OF INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 609; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, N00°03'37"W, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,619,919 SQUARE FEET OR 427.4545 ACRES, MORE OR LESS.

**SURVEYOR'S NOTES:**

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO SURVEY 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 N00°03'37"W, ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
5. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENTS OF RECORD RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
7. INSTRUMENTS OF RECORD SHOWN HEREON ARE RECORDED IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, UNLESS OTHERWISE SHOWN.

**LEGEND AND ABBREVIATIONS:**

- |   |                           |
|---|---------------------------|
| P.O.B. - POINT OF BEGINNING                 | E/W - EAST/WEST           |
| P.O.C. - POINT OF COMMENCEMENT              | N/S - NORTH/SOUTH         |
| O.R.B. - OFFICIAL RECORD BOOK               | Δ - DELTA (CENTRAL ANGLE) |
| F.P.L. - FLORIDA POWER & LIGHT              | L - LENGTH                |
| FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION | R - RADIUS                |
| P.B. - PLAT BOOK                            | LB - LICENSED BUSINESS    |
| PG(S). - PAGE(S)                            |                           |
| R/W - RIGHT-OF-WAY                          |                           |

31-37-39 - SECTION 1, TOWNSHIP 45 SOUTH, RANGE 42 EAST

**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 PREPARED UNDER MY DIRECTION ON FEBRUARY 12, 2024. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

**THIS IS NOT A SURVEY**

**SHEET 2 OF 7**

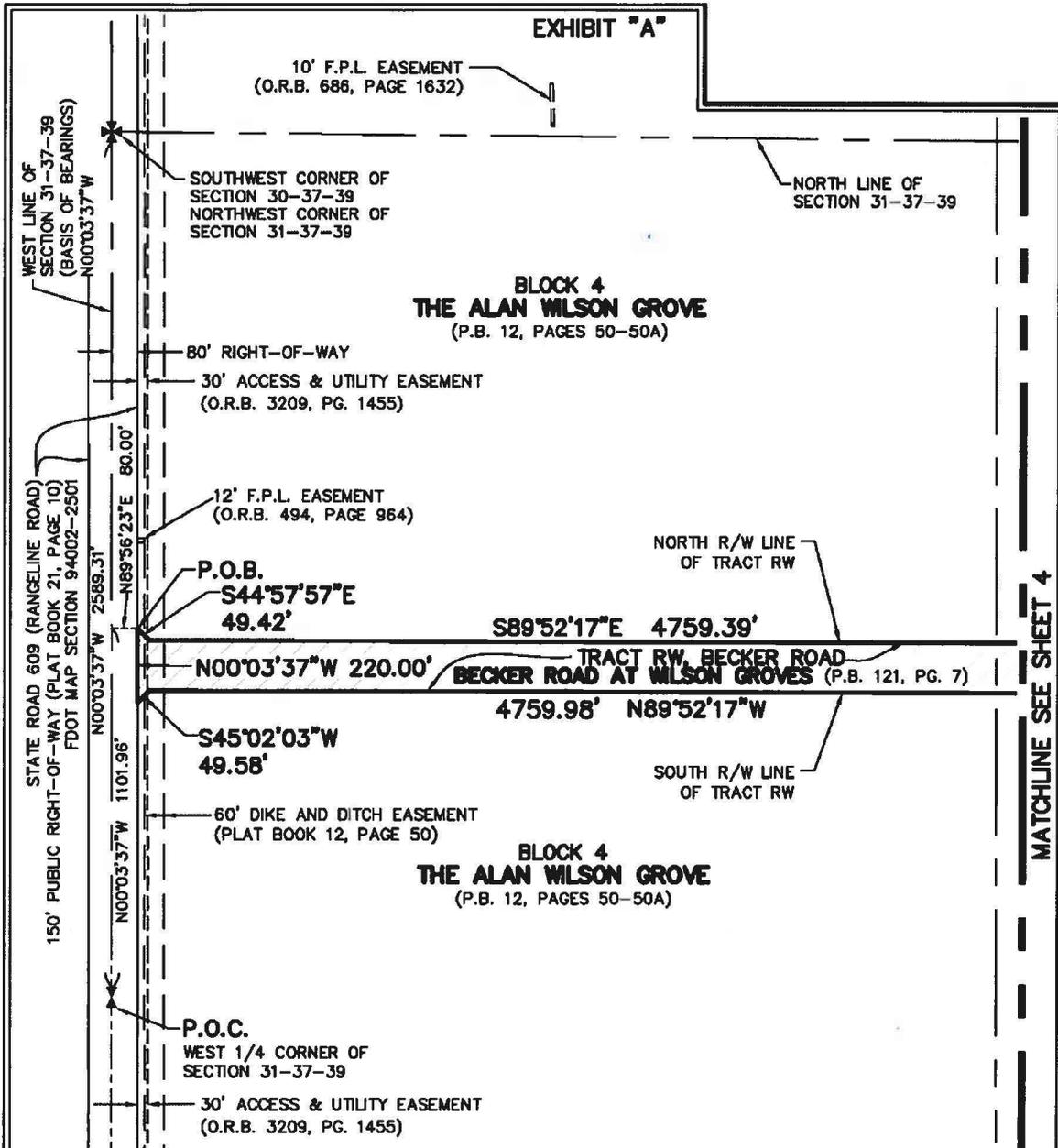
**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
 7900 GLADES ROAD - SUITE 100  
 BOCA RATON, FLORIDA 33434  
 PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY  
 REGISTERED LAND  
 SURVEYOR NO. 5005  
 STATE OF FLORIDA  
 LB 3591

DATE	2-12-2024
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	NONE
JOB NO.	4371-3-CDD

**WILSON GROVES**  
 CDD#1 RESIDENTIAL AREA  
 SKETCH AND DESCRIPTION

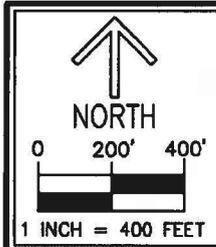
ORDINANCE 24-26



THIS IS NOT A SURVEY

SHEET 3 OF 7

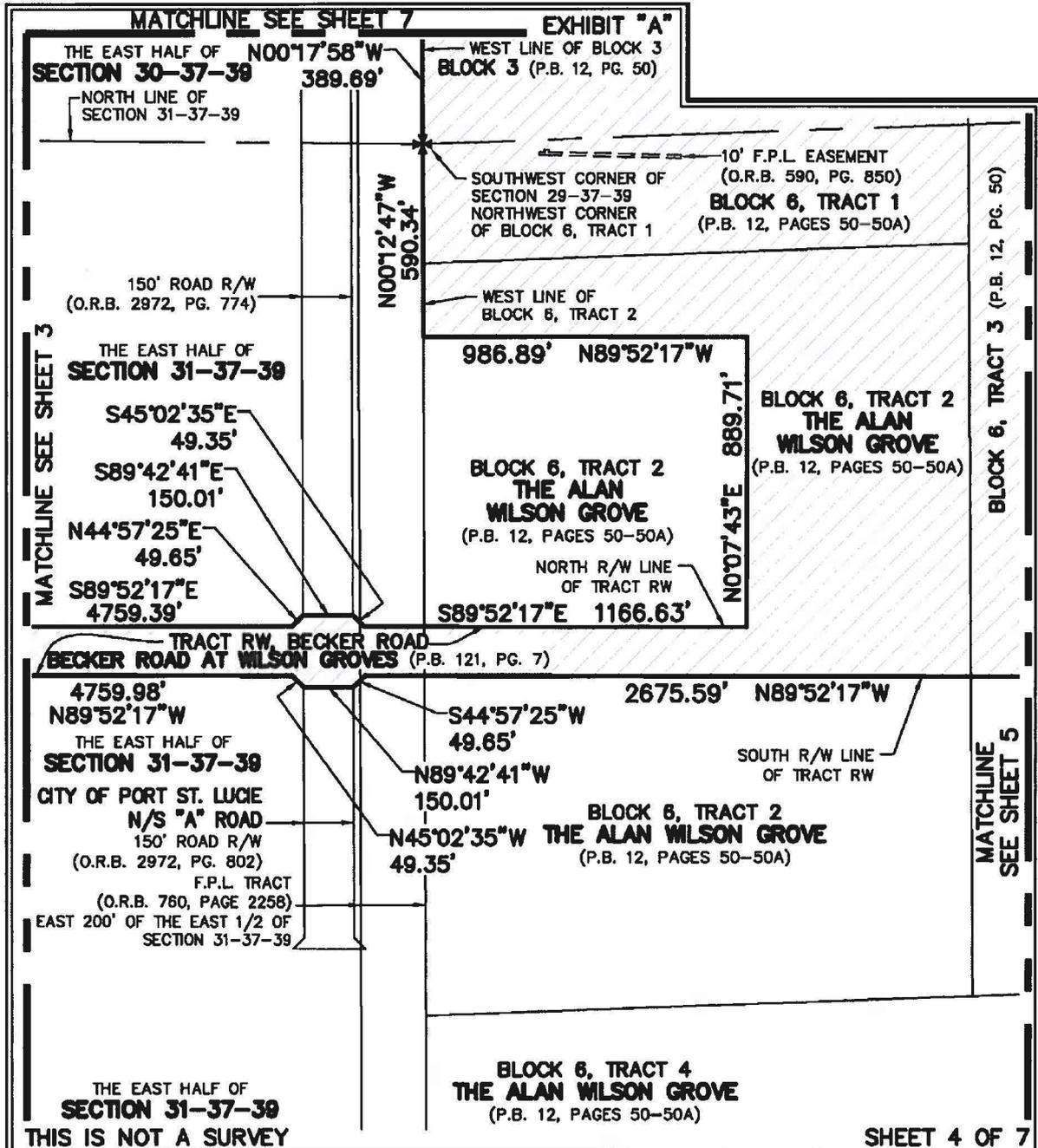
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DATE	2-12-2024
DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=400'
JOB NO.	4371-3-CDD

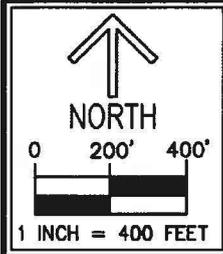
**WILSON GROVES**  
 CDD#1 RESIDENTIAL AREA  
 SKETCH AND DESCRIPTION

ORDINANCE 24-26



SHEET 4 OF 7

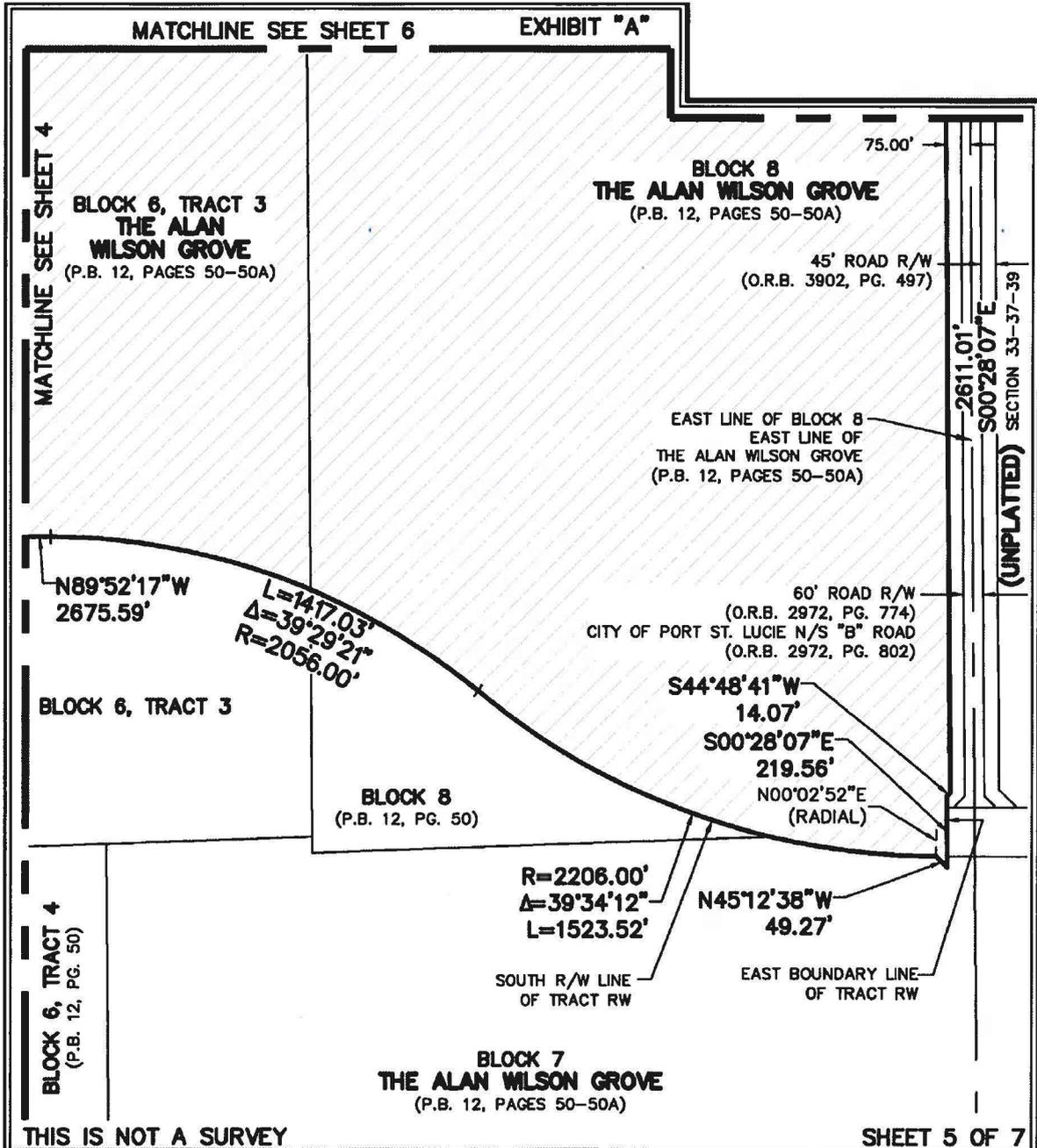
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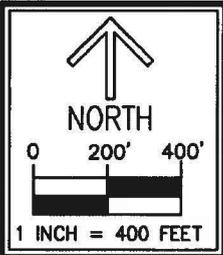
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DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=400'
JOB NO.	4371-3-CDD

**WILSON GROVES**  
**CDD#1 RESIDENTIAL AREA**  
**SKETCH AND DESCRIPTION**

ORDINANCE 24-26



**CAULFIELD & WHEELER, INC.**  
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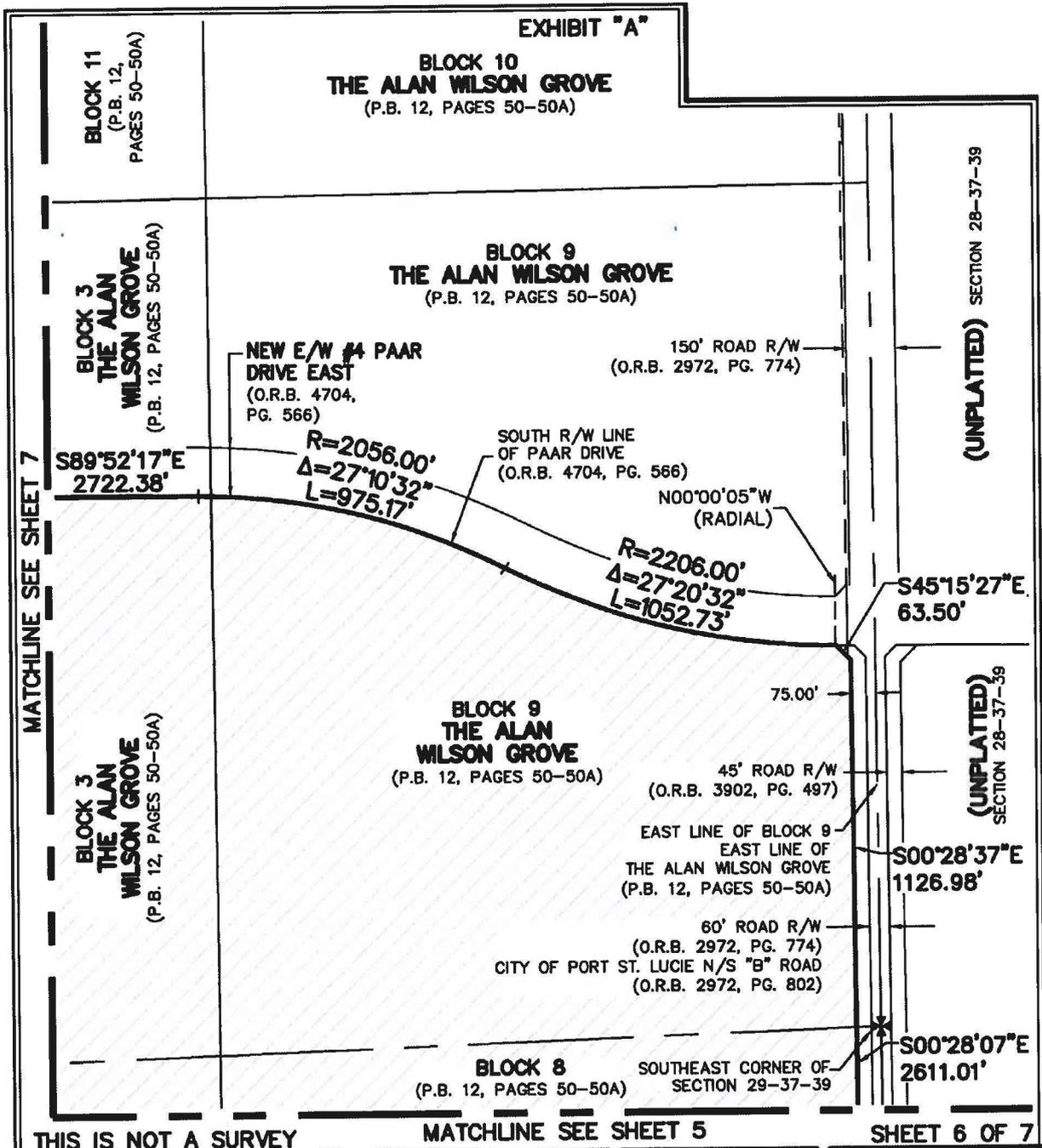
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DRAWN BY	SAS
F.B./ PG.	N/A
SCALE	1"=400'
JOB NO.	4371-3-CDD

**WILSON GROVES**  
**CDD #1 RESIDENTIAL AREA**  
**SKETCH AND DESCRIPTION**

1<sup>st</sup> Reading  
 Item: 10F  
 Date: 5/13/24

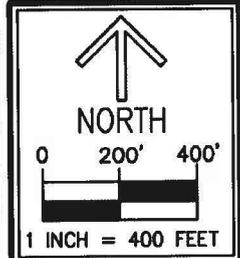
1<sup>st</sup> Reading  
 Item: 8F  
 Date: 5/28/24

ORDINANCE 24-26



THIS IS NOT A SURVEY      MATCHLINE SEE SHEET 5      SHEET 6 OF 7

**CAULFIELD & WHEELER, INC.**  
 CIVIL ENGINEERING - LAND PLANNING  
 LANDSCAPE ARCHITECTURE - SURVEYING  
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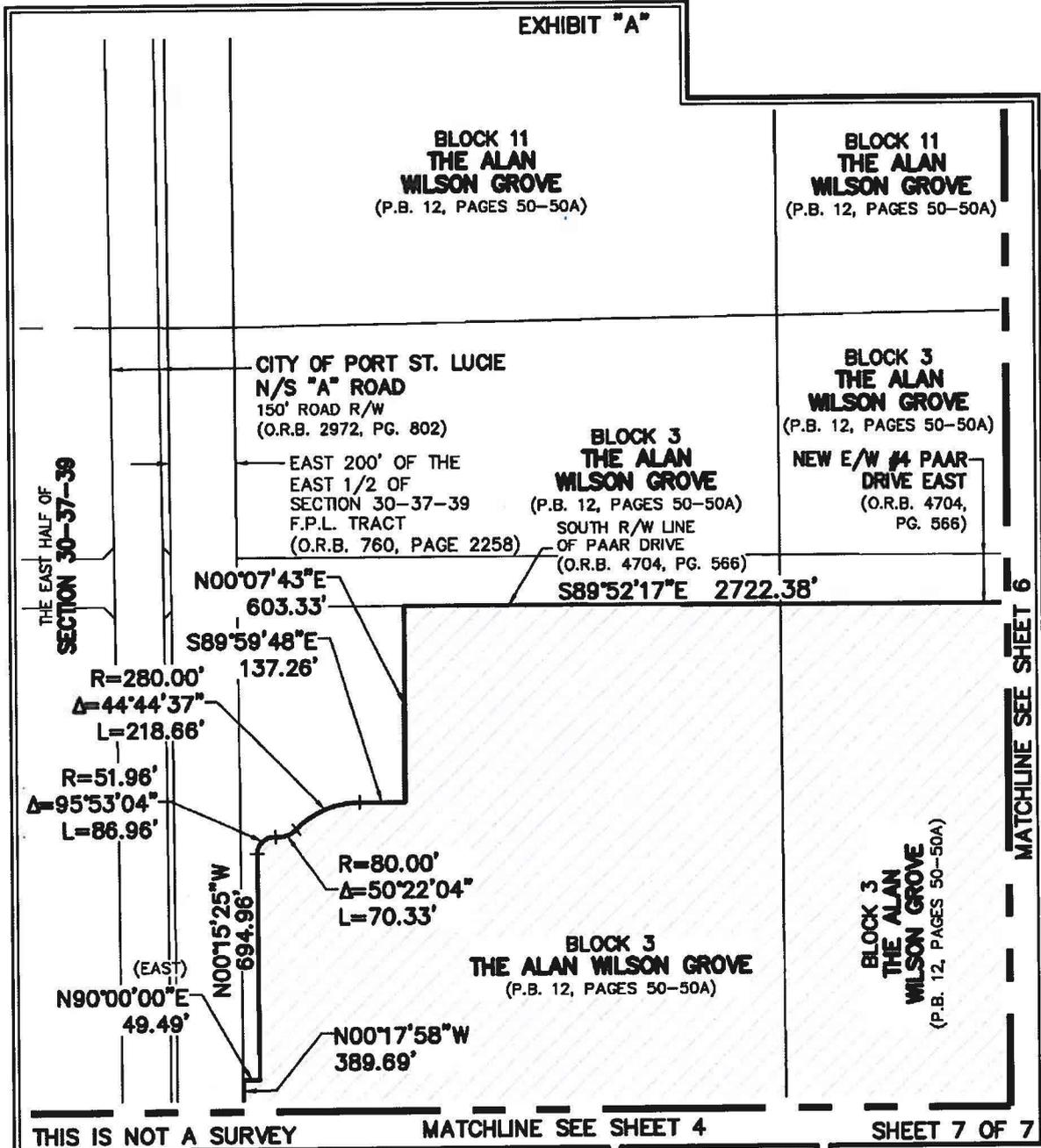
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SCALE	1"=400'
JOB NO.	4371-3-CDD

**WILSON GROVES**  
 CDD #1 RESIDENTIAL AREA  
 SKETCH AND DESCRIPTION

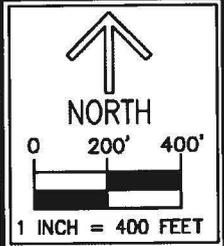
1<sup>st</sup> Reading  
 Item: 10F  
 Date: 5/13/24

1<sup>st</sup> Reading  
 Item: 8F  
 Date: 5/28/24

ORDINANCE 24-26



THIS IS NOT A SURVEY      MATCHLINE SEE SHEET 4      SHEET 7 OF 7

 <p><b>CAULFIELD &amp; WHEELER, INC.</b>        CIVIL ENGINEERING - LAND PLANNING        LANDSCAPE ARCHITECTURE - SURVEYING        7900 GLADES ROAD - SUITE 100        BOCA RATON, FLORIDA 33434        PHONE (561)-392-1991 / FAX (561)-750-1452</p>	 <p>NORTH        0 200' 400'        1 INCH = 400 FEET</p>	DATE 2-12-2024
		DRAWN BY SAS
		F.B./ PG. N/A
		SCALE 1"=400'
		JOB NO. 4371-3-CDD

**WILSON GROVES**  
 CDD #1 RESIDENTIAL AREA  
 SKETCH AND DESCRIPTION

NOTICE

Public Hearings will be conducted before the City Council of the City of Port St. Lucie at a meeting scheduled for 1:00 p.m. or as closely thereafter as business permits, on May 13, 2024, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida for the following:

**ORDINANCE 24-21**  
AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO ADMINISTRATION AND ORGANIZATION OF THE CITY CODE; REMOVING CHAPTER 50, ARTICLE I., SOLID WASTE COLLECTION AND ARTICLE II., SOLID WASTE SERVICE ASSESSMENTS, OF TITLE V, OFFICE OF SOLID WASTE; AMENDING THE NAME OF TITLE V; CREATING TITLE VIII, OFFICE OF SOLID WASTE; REENACTING AND RENUMBERING ARTICLE I., SOLID WASTE COLLECTION, UNDER TITLE VIII; RENACTING AND RENUMBERING ARTICLE II., SOLID WASTE SERVICE ASSESSMENTS, UNDER TITLE VIII; REVISING SUBSECTION 80.17(b)(3)(iii) (FORMERLY SUBSECTION 50.17(b)(3) iii.) TO CLARIFY INTENT; CREATING SUBSECTION 80.17(b)(5) v. (c); PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**ORDINANCE 24-22**  
AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE PARTIAL ABANDONMENT AND TERMINATION OF A BLANKET FLOWAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2902, PAGE 1220, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**ORDINANCE 24-23**  
AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, ABANDONING A PORTION OF A TWENTY (20) FOOT WIDE UTILITY EASEMENT AFFECTING LOTS 13, 14, 15, 16, 17 AND 18, BLOCK 1706, PORT ST. LUCIE SECTION THIRTY-ONE, AS RECORDED IN PLAT BOOK 14, PAGE 22, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**ORDINANCE 24-24**  
AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING AN AD VALOREM TAX EXEMPTION FOR ACCEL INTERNATIONAL, LOCATED AT 11775 SW TOM MACKIE BLVD PORT ST. LUCIE, FLORIDA, TO ENCOURAGE ECONOMIC DEVELOPMENT WITHIN THE CITY FOR THE EXPANSION OF A NEW TO PORT ST. LUCIE BUSINESS, PROVIDING THE ESTIMATED REVENUE FOR THE CURRENT FISCAL YEAR WHICH WOULD BE LOST BECAUSE OF THE EXEMPTION GRANTED TO ACCEL INTERNATIONAL, PROVIDING FOR AN EXPIRATION DATE OF THE EXEMPTION, PROVIDING A FINDING THAT ACCEL INTERNATIONAL MEETS THE DEFINITION OF AN EXPANDING BUSINESS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**ORDINANCE 24-25**  
AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING AN AD VALOREM TAX EXEMPTION FOR CHENEY BROTHERS, LOCATED AT 1 CHENEY EXPRESS WAY PORT ST. LUCIE, FLORIDA, TO ENCOURAGE ECONOMIC DEVELOPMENT WITHIN THE CITY FOR THE EXPANSION OF A NEW TO PORT ST. LUCIE BUSINESS, PROVIDING THE ESTIMATED REVENUE FOR THE CURRENT FISCAL YEAR WHICH WOULD BE LOST BECAUSE OF THE EXEMPTION GRANTED TO CHENEY BROTHERS, PROVIDING FOR AN EXPIRATION DATE OF THE EXEMPTION, PROVIDING A FINDING THAT CHENEY BROTHERS MEETS THE DEFINITION OF AN EXPANDING BUSINESS, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**ORDINANCE 24-26**  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ESTABLISHING THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING BOUNDARIES; DESIGNATING INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING POWERS; PROVIDING FOR NOTICE OF SPECIAL ASSESSMENTS; PROVIDING FOR CONDITIONS; PROVIDING FOR EXCEPTIONS AND INTERLOCAL AGREEMENTS WITH THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE.

Sally Walsh, City Clerk  
Publish: May 1, 2024  
TC#16115069



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

**AFFIDAVIT OF PUBLICATION**

Sally Walsh  
Finance Dept  
City Of Port St Lucie  
121 SW Port St Lucie BLVD # A  
Port St Lucie FL 34984-5042

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 Govt Public Notices, 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:

05/17/2024

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 05/17/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$61.60  
Order No: 10187599 # of Copies:  
Customer No: 1125911 1  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

**NOTICE**

Public Hearings will be conducted before the City Council of the City of Port St. Lucie at a meeting scheduled for 6:00 p.m. or as closely thereafter as business permits, on May 28, 2024, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida for the following:

**ORDINANCE 24-26**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ESTABLISHING THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING BOUNDARIES; DESIGNATING INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING POWERS; PROVIDING FOR NOTICE OF SPECIAL ASSESSMENTS; PROVIDING FOR EXCEPTIONS AND INTERLOCAL AGREEMENTS WITH THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE.

Publish: May 17, 2024  
TCN10187599

**KAITLYN FELTY**  
Notary Public  
State of Wisconsin

**NOTICE OF PUBLIC HEARING**  
**City Council of the City of Port St. Lucie, Florida**  
**Petition to Establish the Sundance Community Development District**

DATE: May 28, 2024  
 TIME: 6:00 p.m.  
 LOCATION: City Hall  
 121 S.W. Port St. Lucie Blvd.  
 Port St. Lucie, Florida 34984

In accordance with the provisions of Chapter 190, Florida Statutes, a public hearing will be held by the City Council of the City of Port St. Lucie to consider an ordinance granting a petition to establish a community development district which will be known as the "Sundance Community Development District" (the "District"). The title of the proposed ordinance is as follows:

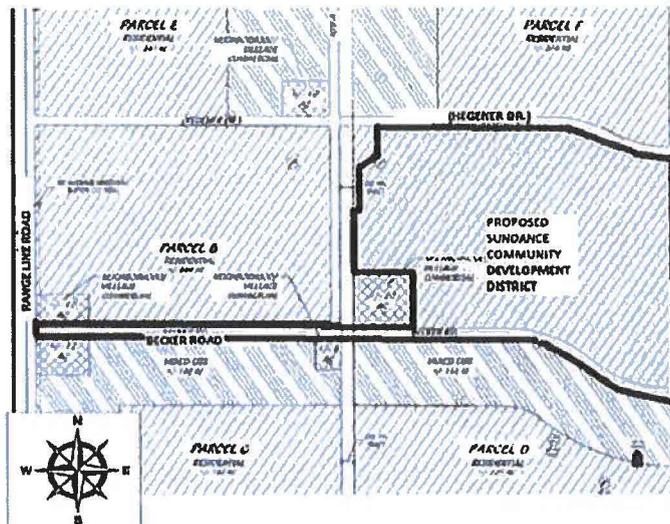
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA ESTABLISHING THE SUNDANCE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING BOUNDARIES; DESIGNATING INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS; PROVIDING POWERS; PROVIDING FOR NOTICE OF SPECIAL ASSESSMENTS; PROVIDING FOR CONDITIONS; PROVIDING FOR EXCEPTIONS AND INTERLOCAL AGREEMENTS WITH THE CITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING AN EFFECTIVE DATE.

The proposed community development district is comprised of approximately 427.4545 acres, more or less, generally located east of Rangeline Road, south of Paar Road and north of Becker Road. The Petitioner has proposed to establish the District to plan, finance, acquire, construct, operate, and maintain infrastructure and community facilities, which may be authorized by such districts under Florida law including, but not limited to, Chapter 190, *Florida Statutes*.

Copies of the petition, department reports, and proposed ordinance are open to public inspection at the office of the City Clerk, City of Port St. Lucie, City Hall, Room 358, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

All interested persons and affected units of general - purpose government shall be given an opportunity to appear at the hearing and present oral or written comments on the petition. Any persons or affected unit of general - purpose local government, who wish 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 insure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which the appeal is to be based.

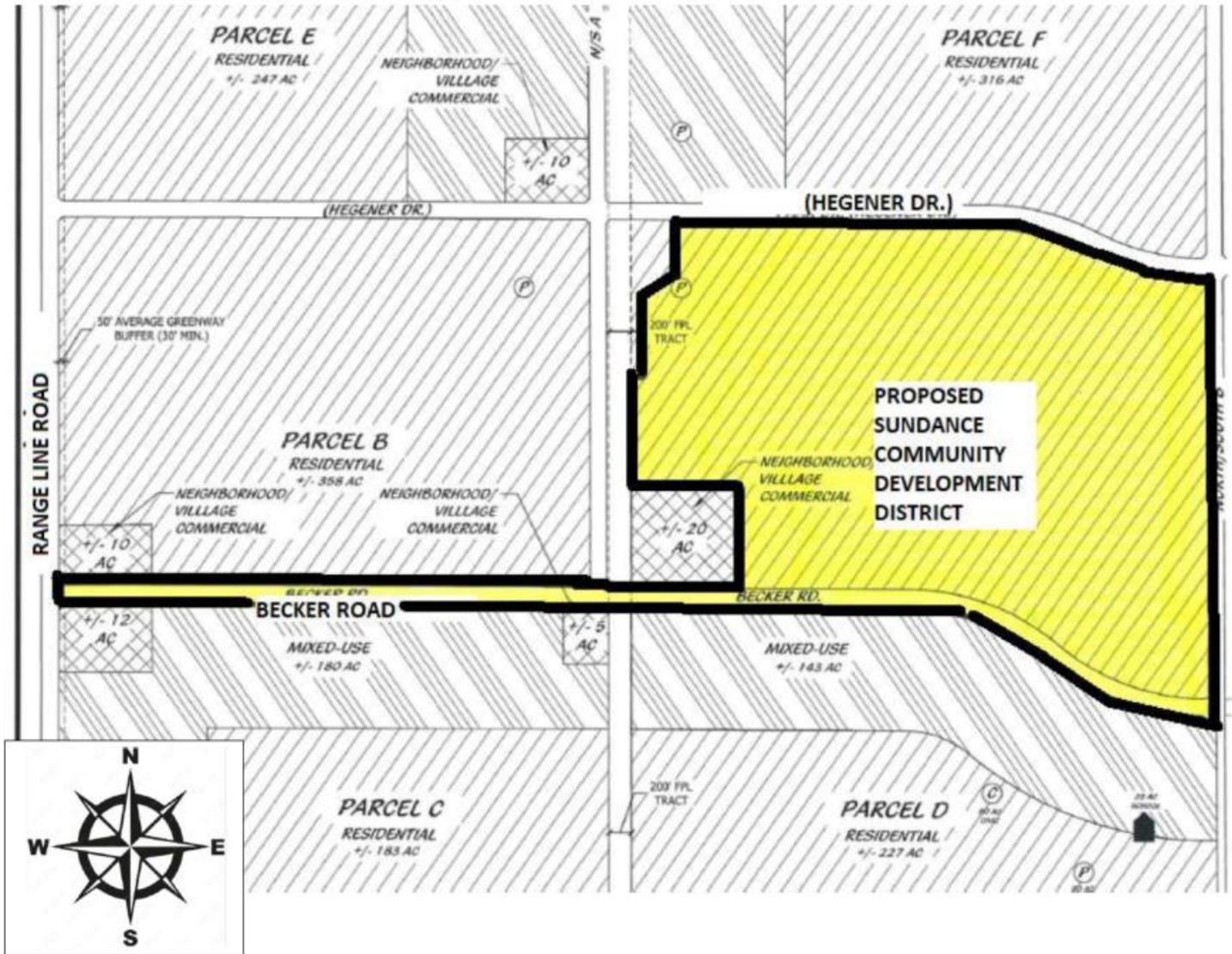
In accordance with the Americans with Disabilities Act and Section 286.26, *Florida Statutes*, if you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the office of the City Clerk, City Hall, Room 358, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984, (800) 955-8771, not later than 48 hours prior to the proceeding. Vision or hearing impaired please call (800) 955-8771.



Run Dates: April 29, May 6, May 13 and May 20

TR-39322926

EXHIBIT 1





## Agenda Summary

2025-885

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 11.a

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Placement: Resolutions

Action Requested: Motion / Vote

### Resolution 26-R18, Authorizing and Ratifying Amendments to the BENCOR 401(a) and 457(b) Special Pay Plan

Submitted By: Reyna Hahn, Retirement Analyst, Finance Department

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

Executive Summary (General Business): This Resolution authorizes and ratifies the amendments to the BENCOR 401(a) and 457(b) Special Pay Plan; restating the eligibility requirement; increasing the minimum contribution amount; clarifying when employer contributions shall be credited to participant's account; and providing for in-service distribution for DROP participants. This Resolution is to ensure the plan is consistent with contractual obligations and that proper protocol is followed.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council adopt the Resolution.

Alternate Recommendations:

1. Move that the Council amend the recommendation and adopt the Resolution.
2. Move that the Council not approve the Resolution and provide staff with direction.

Background: The BENCOR Special Pay Plan is a retirement program that helps governmental units and covered employees, permanently save up to 7.65% of Social Security and Medicare taxes on certain forms of "special pay". The BENCOR 401(a) and 457(b) Special Pay Plan (SPP) was adopted in 2023 by Resolution 23-R15. The plan is required for the following class of employees: non-union non-sworn employees with no existing Final Pay Deferral Plan in place. The plan states, upon termination of employment, payout of the required employee's accumulated vacation and sick pay, of at least \$1,000, is paid directly to BENCOR 401(a) and 457(b) Special Pay Plans.

Issues/Analysis: N/A

Financial Information: No additional cost to the City.

Special Consideration: The amended eligible class of employees, non-union classified non-sworn and sworn employees who do not have an existing Final Pay Deferral Plan, have been participating in the BENCOR Special Pay Plan since October 1, 2024.

Location of Project: N/A

Business Impact Statement: N/A

**Attachments:**

1. Resolution
2. Exhibit A: Plan Amendments

*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: 25031-02

**Legal Sufficiency Review:**

Reviewed by Richard Berrios, 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, AUTHORIZING AND RATIFYING AMENDMENTS TO THE CITY'S 401A AND 457B SPECIAL PAY PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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**WHEREAS**, via Resolution 23-R15, the City Council authorized the addition and adoption of a 401A and 457B special pay plan, implemented in partnership with Bencor, Inc. ("Plan"); and

**WHEREAS**, as of its effective date, the Plan and its requirements applied to all non-union non-sworn classified employees that did not have an existing final pay deferral plan; and

**WHEREAS**, a featured requirement of the Plan was that it required payouts of accrued leave upon separation to be paid into the Plan, providing a tax benefit to both the City and its employees; and

**WHEREAS**, since its adoption, the Plan has been amended four (4) times: two (2) which effected the removal and addition of charter officers as eligible participants; one which added sworn non-union classified employees who do not have an existing final pay deferral as eligible participants; and one which applied to the 401A component of the Plan by increasing the minimum contribution amount, added contributions upon entrance into the Deferred Retirement Option Plan ("DROP") for sworn non-union classified employees, and allowed in-service distributions for DROP participants (collectively the "Plan Amendments"); and

**WHEREAS**, the Plan Amendments are housekeeping matters designed to ensure that the intended class of employees are properly reflected in the Plan, that the Plan is otherwise consistent with related contractual obligations (*i.e.*, employment agreements), and that the Plan aligns with the City's Code of Ordinances; and

**WHEREAS**, the City Manager, through his designee, has reviewed the Plan Amendments, has determined them to be in the best interest of the City and its employees, and has executed same.

**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. Authorization; Ratification. The Plan Amendments, executed copies of which are attached hereto as Exhibit "A", are hereby ratified and authorized by the City Council and City

RESOLUTION 26-R\_\_

Manager. Future amendments to the Plan will be presented to Council for authorization prior to execution.

Section 3. Conflict. 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

Exhibit A:

BENCOR

Plan Amendments

AMENDMENT  
TO THE  
BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™  
ADOPTION AGREEMENT  
FOR  
CITY OF PORT ST LUCIE 401(A) SPECIAL PAY PLAN

City of Port St Lucie ("Employer") hereby adopts this amendment to the City of Port St Lucie 401(a) Special Pay Plan ("Plan") to exclude "Charter Officers."

1. Part 3 of the Plan's Adoption Agreement is amended to restate subpart (a)(ii) as follows:

(ii) For purposes of contributions under Part 4(b), all Employees shall be eligible to participate in the Plan who are are not (check one of the foregoing and then check all that apply below):

Non-union classified non-sworn employees who, as of the effective date of this Plan, do not have an existing final pay deferral plan and who, as of September 1, 2023, are not Charter Officers.

2. This Amendment is effective September 1, 2023.

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on September 7, 2023.

City of Port St Lucie  
EMPLOYER

By:   
Title: Finance Director

AMENDMENT  
TO THE  
BENCOR DEFERRED PAY 457 PLAN™ FOR GOVERNMENTAL EMPLOYEES  
ADOPTION AGREEMENT  
FOR  
CITY OF PORT ST LUCIE 457(B) SPECIAL PAY PLAN

City of Port St Lucie ("Employer") hereby adopts this amendment to the City of Port St Lucie 457(b) Special Pay Plan ("Plan") to exclude "Charter Officers."

1. Part 3 of the Plan's Adoption Agreement is amended to restate subpart (a)(ii) as follows:

(ii) Other: Non-union classified non-sworn employees who, as of the effective date of this Plan, do not have an existing final pay deferral plan and who, as of September 1, 2023, are not Charter Officers.

2. This Amendment is effective September 1, 2023.

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on September 7, 2023.

City of Port St Lucie  
EMPLOYER

By:   
Title: Kinross Director

(BENCOR.LENOVO1)  
(05/16/2017)

**AMENDMENT**  
**TO THE**  
**BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™**  
**ADOPTION AGREEMENT**  
**FOR**  
**CITY OF PORT ST LUCIE 401(A) SPECIAL PAY PLAN**

City of Port St Lucie (“Employer”) hereby adopts this amendment to the City of Port St Lucie 401(a) Special Pay Plan (“Plan”) to remove the exclusion for “Charter Officers.”

1. **Part 3 of the Plan’s Adoption Agreement is amended to restate subpart (a)(ii) as follows:**

**(ii) For purposes of contributions under Part 4(b), all Employees shall be eligible to participate in the Plan who are are not (check one of the foregoing and then check all that apply below):**

Non-union classified non-sworn employees who, as of the effective date of this Plan, do not have an existing final pay deferral plan

2. **This Amendment is effective October 1, 2023.**

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on 10/7, 2023.

**City of Port St Lucie**  
**EMPLOYER**

By: 

Title: Finance Director

**AMENDMENT**  
**TO THE**  
**BENCOR DEFERRED PAY 457 PLAN™ FOR GOVERNMENTAL EMPLOYEES**  
**ADOPTION AGREEMENT**  
**FOR**  
**CITY OF PORT ST LUCIE 457(B) SPECIAL PAY PLAN**

City of Port St Lucie ("Employer") hereby adopts this amendment to the City of Port St Lucie 457(b) Special Pay Plan ("Plan") to remove the exclusion for "Charter Officers."

**1. Part 3 of the Plan's Adoption Agreement is amended to restate subpart (a)(ii) as follows:**

(ii) Other: Non-union classified non-sworn employees who, as of the effective date of this Plan, do not have an existing final pay deferral plan

**2. This Amendment is effective October 1, 2023.**

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on November 7 2023.

**City of Port St Lucie**  
**EMPLOYER**

By: 

Title: Finance Director

(BENCOR.LENOVO1)  
(05/16/2017)

**AMENDMENT  
TO THE  
BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™  
ADOPTION AGREEMENT  
FOR**

**City of Port St Lucie 401(a) Special Pay Plan**

City of Port St Lucie ("Employer") hereby adopts this amendment to the City of Port St Lucie 401(a) Special Pay Plan ("Plan") to add Non-union classified sworn employees who, as of the effective date of this plan, do not have an existing Final Pay Deferral Plan.

1. **Part 3** of the Plan's Adoption Agreement is amended to restate subpart **(a) (ii)** as follows:

**(ii) For purposes of contributions under Part 4(b), all Employees shall be eligible to participate in the Plan who are are not (check one of the foregoing and then check all that apply below):**

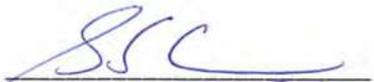
Non-union classified non-sworn employees who, as of the effective date of this plan, do not have an existing final pay deferral plan.

Effective on or after October 1, 2024, non-union classified sworn employees who, as of the effective date of this Plan, do not have an existing final pay deferral plan.

2. **This Amendment is effective October 1, 2024.**

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on October 31, 2024.

**City of Port St Lucie  
EMPLOYER**

By:   
Title: Finance Director

**AMENDMENT  
TO THE  
BENCOR DEFERRED PAY 457 PLAN™ FOR GOVERNMENTAL EMPLOYEES  
ADOPTION AGREEMENT  
FOR**

**City of Port St Lucie 457(b) Special Pay Plan**

City of Port St Lucie ("Employer") hereby adopts this amendment to the City of Port St Lucie 457(b) Special Pay Plan ("Plan") to add Non-union classified sworn employees who, as of the effective date of this Plan, do not have an existing Final Pay Deferral Plan.

**1. Part 3 (a) of the Plan's Adoption Agreement is amended to add subpart (iii) as follows:**

(ii) Other: Non-union classified non-sworn employees who, as of the effective date of this Plan, do not have an existing Final Pay Deferral Plan.

(iii) Other: Effective on or after October 1, 2024, non-union classified sworn employees who, as of the effective date of this Plan, do not have an existing final pay deferral plan.

**2. This Amendment is effective October 1, 2024.**

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on October 31, 2024.

**City of Port St. Lucie  
EMPLOYER**

By:   
Title: Finance Director

(BENCOR.LENOVO1)  
(05/16/2017)

**AMENDMENT  
TO THE  
BENCOR NATIONAL GOVERNMENT EMPLOYEES RETIREMENT PLAN™**

**ADOPTION AGREEMENT**

**FOR**

**CITY OF PORT ST LUCIE 401(A) SPECIAL PAY PLAN**

City of Port St Lucie ("Employer") hereby adopts this amendment to the City of Port St Lucie 401(a) Special Pay Plan ("Plan") to increase the minimum contribution amount, add contributions upon entrance into DROP and to allow in-service distributions for DROP participants.

1. **Part 4 of the Plan's Adoption Agreement is amended to restate the portion of subpart (b) as follows:**

(b) **For every eligible employee selected in Part 3(ii) above,** the following types of Employer Special Pay Contributions are provided under the Plan for which an Employee does not have the option of receiving a current cash payment in lieu of the contribution specified (check each applicable contribution type and fill in other information, as applicable):

- (i) Employer contributions in the amount of 100 % of a Participant's accumulated and unused sick leave of not less than (check one and insert any minimum dollar amount or time period that must be contributed):

**MINIMUM**  \$ 5,000  \_\_\_\_\_ days,

but not more than (check one and insert any maximum dollar amount or time period for contribution to the Plan):

**MAXIMUM**  \$ \_\_\_\_\_  \_\_\_\_\_ days.

- (ii) Employer contributions in the amount of 100 % of a Participant's accumulated and unused **vacation leave** of not less than (insert any dollar amount or time period that must be contributed):

**MINIMUM**  \$ 5,000  \_\_\_\_\_ days

but not more than (check one and insert any maximum dollar amount or time period for contribution to the Plan):

**MAXIMUM**  \$ \_\_\_\_\_  \_\_\_\_\_ days.

If both Part 4(b)(i) and 4(b)(ii) are selected, for purposes of meeting any minimum contribution requirement above, a Participant's sick and vacation leave shall be combined.

**2. Part 4 of the Plan's Adoption Agreement is amended to restate the portion of subpart (b) as follows:**

For purposes above, the Employer contributions shall be credited to each eligible Participant's Account (*check one or more as applicable*):

- for each Plan Year
- for the Plan Year of the Participant's retirement, other termination or entrance in a deferred retirement option plan (DROP)
- for the Plan Year(s) during which the Participant is enrolled in a Deferred Retirement Option Program authorized by applicable state or local law
- For the \_\_\_\_\_ (*maximum of 5*) Plan Year(s) preceding the year of the Participant's contracted retirement or other fixed termination of employment
- for each Plan Year as of the end of which the Participant has unused leave time

Any dollar amount of accumulated leave shall be based upon the product of the Participant's (*check one*):

**3. Part 6 of the Adoption Agreement is amended by electing the following additional distribution option:**

- (vii) **Other In-Service Distributions** - Although no distribution from an Account generally may be made to a Participant (or any Participant's Beneficiary) prior to the Participant's retirement, death, disability or other termination of employment with the Employer, a Participant reaching the age and service requirements for normal retirement under the FSS 185 Defined Benefit Plan shall constitute the occurrence of an event which, as described in Treasury Regulation Section 1.401-1(b)(ii), entitles the Participant to elect and receive a distribution in any form permitted by the Adoption Agreement and the Plan from that portion of his/her account attributable to contributions made under (*check one or both*)  Part 4(a) and/or  Part 4(b) of the Adoption Agreement, and any earnings attributable to such contributions, even though such Participant has not terminated employment with the Employer at the time of receipt of the distribution and notwithstanding any other provision of the Plan to the contrary. Any such in-service distribution shall be made pursuant to a written request of the Participant delivered to the Administrator on a form provided by, or in a manner prescribed by, the Administrator. The Administrator shall direct the Trustee to withdraw the amount requested from the Participant's Account and distribute it to the Participant, as provided in the Participant's instructions.

4. This Amendment is effective December 1<sup>st</sup>, 2024.

The Employer has caused this Amendment to be executed on its behalf by its duly authorized officer on December 1<sup>st</sup>, 2024.

**City of Port St. Lucie**  
**EMPLOYER**

By:   
Title: Finance Director

(BENCOR.LENOVO1)  
(05/16/2017)



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Resolution Amending the  
BENCOR 401(a) and 457(b)  
Special Pay Plans

# Objective:

- Authorize and ratify amendments to the City's 401(a) and 457(b) BENCOR Special Pay Plans.
- Amendments:
  - Clarifying eligible participants
  - Increasing the minimum contribution amount
  - Add provisions for DROP participants

# Background:

- The BENCOR Special Pay Plan (SPP) is a retirement program that helps governmental units and covered employees, permanently save up to 7.65% of Social Security and Medicare taxes on certain forms of “special pay”.
- Adopted in 2023 by Resolution 23-R15
- Required Participants: all non-union non-sworn classified employees who, as of the effective date of this plan, do not have an existing Final Pay Deferral Plan in place.
- Policy: upon termination of employment, payout of required participant’s accumulated vacation and sick pay, of at least \$1,000, is paid directly to BENCOR 401(a) and 457(b) Special Pay Plans.

# Bencor Special Pay Plan Amended:

- To include sworn, non-union classified employees, who do not have an existing Final Pay Deferral Plan in place.
- Increase minimum contribution amount to \$5,000
- To allow contributions for sick accruals to be paid into the Bencor SPP for a sworn, non-union classified employees upon entering DROP
- Allow for in-service distributions for DROP participants from their 401(a) SPP



## Agenda Summary

2025-914

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 11.b

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Placement: Resolutions

Action Requested: Motion / Vote

### Resolution 26-R19, Authorize and Ratify Amendments to the City's MissionSquare Retirement Plan Documents for SECURE Act Legislation

Submitted By: Reyna Hahn, Retirement Analyst, Finance Department

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

Executive Summary (General Business): This Resolution authorizes and ratifies amendments to the City's MissionSquare 401(a) and 457(b) retirement plan documents with respect to SECURE Act 1.0 and SECURE 2.0 legislation. The SECURE Acts consist of mandatory and optional retirement plan provisions designed to improve retirement savings, retirement planning and security for Americans.

Presentation Information: Questions will be answered upon request.

Staff Recommendation: Move that the Council adopt the Resolution.

Alternate Recommendations:

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

Background: There are two SECURE Acts, both of which were designed to enhance retirement savings and provide more flexibility for savers by updating and introducing new retirement planning rules. Both SECURE Acts contain numerous provisions, varying effective dates and ongoing guidance from the Department of Treasury and Internal Revenue Service. The Setting Every Community Up for a Retirement Enhancement Act of 2019 (SECURE 1.0) was enacted to expand access to tax-advantaged retirement accounts and encourage retirement savings. The Securing a Strong Retirement Act of 2022 (SECURE 2.0) builds on previous legislation in SECURE 1.0 and includes reforms that seek to expand retirement coverage and savings. Between both SECURE Acts, there are 120 provisions, mandatory and optional, to retirement plans and tax laws. The City has amended the MissionSquare 457(b) deferred compensation plan to include the following optional provisions: (i) eliminating the first of the month requirement for employee deferral changes; (ii) distributions for qualified Federally declared natural disasters; and (iii) \$1,000 withdrawals for certain emergency expenses. The 401(a) defined contributions plans were not amended for any optional provision. Retirement plans must adopt their respective mandatory provisions as outlined within the SECURE Acts.

Issues/Analysis: N/A

Financial Information: No additional cost to the City.

Special Consideration: No optional provisions were added to City's 401(a) plans as these plans contain the City's retirement benefit for employees. The 457(b) is an optional retirement account that allows employees to save additional for retirement. The three optional provisions that were added to the City's 457(b) plan are for the benefit of the employees.

Location of Project: N/A

Business Impact Statement: N/A

**Attachments:**

1. Resolution
2. Exhibit A: Mandatory Plan Amendments
3. Exhibit B: Optional Plan Amendments
4. PowerPoint

*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: 25127-02

**Legal Sufficiency Review:**

Reviewed by Richard Berrios, 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, AUTHORIZING AND RATIFYING AMENDMENTS TO THE CITY'S MISSIONSQUARE RETIREMENT DEFINED CONTRIBUTION 401A PLAN DOCUMENTS AND 457B DEFERRED COMPENSATION PLAN DOCUMENTS; PROVIDING FOR THE ADDITION OF MANDATORY AND OPTIONAL PROVISIONS OF THE SETTING EVERY COMMUNITY UP FOR A RETIREMENT ENHANCEMENT ACT OF 2019 AND THE SECURING A STRONG RETIREMENT ACT OF 2022; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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**WHEREAS**, via Resolutions 91-R30, 93-R43, and 24-R23, the City Council authorized the adoption of the MissionSquare Retirement (formerly known as the ICMA Retirement Corporation or ICMA-RC) 401A Plans numbered 10-9105, 10-9232, and 10-0236 ("401A Plans"); and

**WHEREAS**, via Resolution 84-R14, the City Council authorized the adoption of the MissionSquare Retirement (formerly known as the ICMA Retirement Corporation or ICMA-RC) 457B Deferred Compensation Plan numbered 30-1767 ("457B Plan"); and

**WHEREAS**, the 401A Plans and the 457B Plan benefit City employees by providing funds for retirement; and

**WHEREAS**, the Setting Every Community Up for a Retirement Enhancement Act of 2019 ("SECURE 1.0") and Securing a Strong Retirement Act of 2022 ("SECURE 2.0") include optional and mandatory provisions for the 401A Plans and 457B Plan; and

**WHEREAS**, SECURE 1.0 and SECURE 2.0 provisions, be they mandatory or optional, have tiered effective dates which means that some mandatory provisions may not be effective until a future date; and

**WHEREAS**, the Internal Revenue Service has issued guidance on some but not all of the SECURE 1.0 and SECURE 2.0 provisions, and it is anticipated that guidance on other provisions will be issued in the future; and

**WHEREAS**, current guidance from the Internal Revenue Service requires that amendments to governmental plans (*i.e.*, 401A Plans and 457B Plan) be adopted no later than December 31, 2027 for SECURE 1.0 and SECURE 2.0 provisions; and

**WHEREAS**, the City Manager, through his designee after consultation with MissionSquare Retirement, has reviewed the SECURE 1.0 and SECURE 2.0 mandatory provisions and has determined that amending the 401A Plans and 457B Plan to include those mandatory provisions is required, is in the best interest of the City and its employees, and has

RESOLUTION 26-R\_\_

executed and/or implemented same, with each mandatory provision effective on the dates set forth in the SECURE 1.0 and SECURE 2.0 (collectively the “Mandatory Amendments”); and

**WHEREAS**, the City Manager, through his designee, has reviewed the SECURE 1.0 and SECURE 2.0 optional provisions and has determined that amending the 457B Plan to include the following optional provisions in the 457B Plan is in the best interest of the City and its employees: (i) eliminating the first day of the month requirement for the 457B Plan effective April 1, 2023; (ii) incorporating special rules for qualified federally declared disasters effective January 2, 2025; and providing withdrawals for certain emergency expenses up to \$1,000.00 effective January 2, 2025 (collectively the “Optional Amendments”); and

**WHEREAS**, the City Manager, through his designee, has executed the Optional Amendments.

**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. Authorization; Ratification. The Mandatory Plan Amendments and the Optional Plan Amendments are hereby ratified and authorized by the City Council. An overview of the Mandatory Plan Amendments and copies of the Optional Plan Amendments are attached hereto as Exhibits “A” and “B” respectively. The City Manager or his designee is authorized to execute any amendments to the 401A Plans and 457B Plan for future mandatory provisions of SECURE 1.0 and SECURE 2.0. Future amendments for optional provisions to the Plan will be presented to the City Council for authorization.

Section 3. Conflict. 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.

RESOLUTION 26-R\_\_

**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

Exhibit A:

SECURE Act

Mandatory Provisions

# SECURE 2.0 Act

## Timeline of Effective Dates for Key Provisions

Mandatory Provision

2020/2021	2022	2023	2024	2025	2026
<ul style="list-style-type: none"> <li>• <a href="#">Section 311</a>: repayment of qualified birth or adoption distribution is limited to three years (2020)</li> <li>• <a href="#">Section 331</a>: withdrawals for federally declared disasters (2021)</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Section 113</a>: small immediate financial incentives for contributing to a plan</li> <li>• <a href="#">Section 128</a>: 403(b) plan investments in collective investment trusts (cits)</li> <li>• <a href="#">Section 204</a>: eliminates RMD penalty on partial annuitization</li> <li>• <a href="#">Section 301</a>: recouping overpayments</li> <li>• <a href="#">Section 306</a>: eliminates the first day of the month requirement for governmental plans</li> <li>• <a href="#">Section 312</a>: self-certification of hardship and unforeseeable emergency distributions</li> <li>• <a href="#">Section 326</a>: exception to the penalty on early distributions from a qualified plan for individuals with a terminal illness</li> <li>• <a href="#">Section 349</a>: pbgc variable rate premiums</li> <li>• <a href="#">Section 604</a>: participants may elect Roth treatment for matching and nonelective contributions</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Section 106</a>: multiple employer plans (MEPs) for 403(b) plans</li> <li>• <a href="#">Section 107</a>: <b>increase RMD age</b></li> <li>• <a href="#">Section 120</a>: automatic portability</li> <li>• <a href="#">Section 201</a>: <b>eliminates RMD barriers for life annuities in plan and IRAs</b></li> <li>• <a href="#">Section 302</a>: <b>reduce RMD penalty</b></li> <li>• <a href="#">Section 320</a>: disclosures for eligible “unenrolled” participants</li> <li>• <a href="#">Section 348</a>: cash balance interest credit projections</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Section 110</a>: student loan payments</li> <li>• <a href="#">Section 115</a>: withdrawals for emergency expenses</li> <li>• <a href="#">Section 127</a>: in-plan emergency savings accounts</li> <li>• <a href="#">Section 303</a>: lost and found</li> <li>• <a href="#">Section 304</a>: increase in cash-out limit</li> <li>• <a href="#">Section 310</a>: <b>top-heavy rule modifications</b></li> <li>• <a href="#">Section 314</a>: eligible distributions for domestic abuse victims</li> <li>• <a href="#">Section 325</a>: <b>extend the pre-death RMD exemption for Roth IRAs to in-plan Roth amounts</b></li> <li>• <a href="#">Section 327</a>: <b>spousal beneficiaries treated as plan participants for RMD purposes</b></li> <li>• <a href="#">Section 342</a>: <b>lump-sum disclosures</b></li> <li>• <a href="#">Section 343</a>: <b>annual funding notice changes</b></li> <li>• <a href="#">Section 602</a>: hardship withdrawal rules for 403(b) plans</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Section 101</a>: <b>automatic enrollment requirement for new plans</b></li> <li>• <a href="#">Section 109</a>: increase age 50 catch-up contribution limit for participants ages 60 through 63</li> <li>• <a href="#">Section 125</a>: <b>long-term, part-time eligibility</b></li> <li>• <a href="#">Section 334</a>: long term care insurance</li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Section 103</a>: saver’s match</li> <li>• <a href="#">Section 338</a>: <b>annual paper statement requirement</b></li> <li>• <a href="#">Section 603</a>: <b>age 50 catch-up contributions must be Roth for certain participants</b></li> </ul>

## Understanding the new requirements for SECURE 1.0 Act

### Plan Design

Topic	Description	Plan Type	Mandatory	Effective Date
Deadline to amend plan document	<p>Plan amendments generally must be adopted by the last day of the plan year that begins in 2022 (December 31, 2022, for plans with a calendar year-end).</p> <p>For governmental plans and certain collectively bargained plans, amendments must be adopted the last day of the plan year that begins in 2024 (December 31, 2024, for plans with a calendar year-end).</p> <p>Amendments may be retroactive to reflect prior changes to plan operations.</p>	<b>All plans</b>	<b>Mandatory</b>	Generally, plan years beginning after December 31, 2019
Availability of pooled employer plans (PEPs)	Allows two or more unrelated employers to participate in a PEP, which is considered a single plan under the Internal Revenue Code and ERISA.	PEPs are limited to defined contribution or IRA-based plans. Defined benefit plans, 403(b) plans, and governmental 457(b) plans are excluded from the new PEP provisions.	Optional	Plan years beginning after December 31, 2020
Deadline to adopt a new plan	Permits plan adoption after the close of a taxable year, if adopted before the sponsor's tax return filing deadline (including extensions).	401(a) pension and profit-sharing plans	Optional	Plans adopted for taxable years beginning after December 31, 2019
Small-employer tax credits for adopting a qualified retirement plan, a Simplified Employee Pension (SEP) plan, or a SIMPLE IRA plan	Increases the tax credit available to eligible small employers (with generally up to 100 employees who received compensation of \$5,000 or more for the preceding year) to 50% of the cost to set up and administer a new plan and educate employees about the plan. The tax credit amount is increased to up to \$5,000 for each of the first three years and, if the plan includes automatic enrollment, an additional general business tax credit of up to \$500 per year over a three-year period may be available.	<ul style="list-style-type: none"> <li>• 401(k) plans</li> <li>• 401(a) pension plans</li> <li>• SEP plans</li> <li>• SIMPLE IRA plans</li> </ul>	Optional	Taxable years beginning after December 31, 2019

## Distributions and Withdrawals

Topic	Description	Plan Type	Mandatory	Effective Date
Increase to required minimum distribution (RMD) age	Increases the age that certain participants must begin receiving RMDs from 70½ to 72.	<b>All retirement plans subject to the minimum distribution requirements</b>	Mandatory	Age 72 effective January 1, 2020, for participants who attain age 70½ after December 31, 2019
Changes to post-death required distribution period for certain beneficiaries	Requires certain beneficiaries to receive their account balances based on new distribution timing requirements, which significantly modified the “stretch” distribution provisions.	<b>All defined contribution retirement plans subject to the minimum distribution requirements</b>	Mandatory	Distributions made to beneficiaries of deceased participants who die after December 31, 2019 (or after December 31, 2021, for participants in governmental plans).  For collectively bargained plans, the effective date depends on the termination date of the collectively bargained agreement, but not later than distributions made to beneficiaries of deceased participants who die after December 31, 2021.
Qualified birth or adoption distributions (QBOAD)	Provides that qualified birth or adoption distributions of up to \$5,000 from employer plans and IRAs are not subject to the 10% early withdrawal penalty (if applicable). The distribution must be made within one year of the birth of the child or the finalization of the adoption.  The individual may repay a qualified birth or adoption distribution as a rollover contribution to the retirement plan from which the QBOAD was originally taken or to an IRA.	<ul style="list-style-type: none"> <li>• <b>401(a) defined contribution plans</b></li> <li>• 401(k) plans</li> <li>• 403(b) plans</li> <li>• <b>457(b) plans sponsored by governmental entities</b></li> </ul>	Optional	Distributions made after December 31, 2019
In-service distributions permissible at age 59½	Permits in-service distributions at age 59½, lowered from age 62 for pension plans and age 70½ for governmental 457(b) plans.	<ul style="list-style-type: none"> <li>• <b>401(a) money purchase pension plans</b></li> <li>• 401(a) defined benefit plans</li> <li>• <b>457(b) plans sponsored by governmental entities</b></li> </ul>	Optional	Plan years beginning after December 31, 2019

## Investment Options

Topic	Description	Plan Type	Mandatory	Effective Date
Portability of lifetime income investments (annuities and other investments that offer a lifetime income feature)	Permits participants to take a distribution of a lifetime income investment without regard to restrictions on withdrawals, if the lifetime income investment is no longer authorized to be held as a plan investment option.  The distribution may be made in the form of a rollover distribution or qualified plan distribution annuity contract.	<ul style="list-style-type: none"> <li>• <b>401(a) defined contribution plans</b></li> <li>• 401(k) plans</li> <li>• 403(b) plans</li> <li>• <b>457(b) plans sponsored by governmental entities</b></li> </ul>	Optional	Plan years beginning after December 31, 2019

## Other Provisions

Topic	Description	Plan Type	Mandatory	Effective Date
Failure to file penalties	Significantly increases the IRS penalties for failures to timely file the plan's annual return on Form 5500; Form 8955-SSA for separated participants with vested deferred benefits; and notices of a plan merger, transfer of assets, or spin-off on Form 5310-A.  Also increases the IRS penalties for failure to provide withholding notices (Form W-4P).	<b>Retirement plans subject to the applicable filing and notice requirements</b>	Mandatory	Filings due after December 31, 2019
Treatment of difficulty of care payments excluded from income as compensation	Permits treatment of certain qualified foster care payments, which are excluded from income as difficulty of care payments, to be treated as compensation or earned income for IRA and defined contribution plan purposes. Thus, a participant may make contributions to, or receive allocations under, the plan for difficulty of care payments. Participant contributions to retirement plans allocable to such payments are treated as after-tax contributions.	<b>All defined contribution plans</b>	Mandatory	Retroactively effective for plan years beginning after December 31, 2015

# SECURE 2.0 Act Key provisions with effective dates in 2021 (retroactive), 2022, 2023, and 2024

## Contributions

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
604	Participants may elect Roth treatment for matching and nonelective contributions	Employers may permit employees to elect all or some of their matching and nonelective contributions to be treated as Roth contributions.	401(a), 401(k), 403(b), Gov't 457(b)	Optional	As of December 29, 2022
110	Student loan payments	Allows plan sponsors to provide match contributions based on the combination of employee deferrals and qualified student loan payments. This can be adopted by any plan type with a deferral-based employer match.  For purposes of nondiscrimination testing, student loan payments are not included as deferrals for actual deferral percentage (ADP) testing. The match, regardless of deferral or student loan, counts toward actual contribution percentage (ACP). Employees participating in the student debt match can be tested inclusive of the population or independently, whichever is more favorable.	401(k), 403(b), Gov't 457(b)	Optional	Plan years beginning after December 31, 2023

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
320	Disclosures for eligible unenrolled participants	Eliminates the requirement to send certain plan disclosures to employees who are eligible but have elected not to participate in the plan (unenrolled participants who received all required notices, including the summary plan description, in connection with initial eligibility under the plan). An annual reminder notice is required.	401(a) PS, 401(k), 401(a) MP, 403(b)	Optional	Plan years beginning after December 31, 2022

## Corrections

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
301	Recouping Overpayments	Allows plan fiduciaries to decide to not recoup inadvertent benefit overpayments from participants and beneficiaries if they were inadvertently overpaid from their retirement plans. However, if the plan fiduciary chooses to recoup overpayments, restrictions apply, including a new statute of limitations and limits on recoupment amounts, and the trust must be made whole unless it is fully funded.	DB, 401(a) PS, 401(k), 401(a)MP, 403(b)	Optional recovery with mandatory restrictions	December 29, 2022, but relief for certain overpayment recoupment actions that began before that date based on existing administrative guidance.

## Distributions and/or exceptions to the additional tax on early distributions

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
304	Increase in cash-out limit	Increases the current dollar limit on amounts that may be transferred from former participants' retirement plan accounts to an individual retirement account (IRA) without consent from \$5,000 to \$7,000.	DB, 401(a) PS, 401(k), 401(a) MP, 403(b)	Optional	Distributions made after December 31, 2023

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
314	Eligible distributions for domestic abuse victims	Allows retirement plans to permit participants who are victims of domestic abuse to self-certify their status and request a distribution for up to the lesser of \$10,300, indexed for inflation, or 50% of the participant's vested account. The distribution is not subject to the 10% additional tax on early distributions. A participant can repay the withdrawn money from the retirement plan within three years.	401(a) PS, 401(k), 403(b), Gov't 457(b)	Optional	Distributions made after December 31, 2023
312	Self-certification of hardship and unforeseeable emergency distributions	<b>Hardship distributions:</b> Permits 401(k) and 403(b) plan administrators to rely on an employee's self-certification (unless they have knowledge to the contrary) of an immediate and heavy financial need, that the distribution is not in excess of the amount required to satisfy the need, and that a distribution is being made on account of one of the seven safe harbor hardship withdrawal reasons. A plan administrator is not required to substantiate the hardship by collecting source documents.  <b>Unforeseeable emergency distributions:</b> Permits administrators of governmental 457(b) plans to rely on an employee's certification (unless they have knowledge to the contrary) that the employee is faced with an unforeseeable emergency of a type that is described in the IRS regulations, the amount of the distribution is not in excess of the amount reasonably necessary to satisfy the emergency need, and the employee has no alternative means reasonably available to satisfy such emergency need. A plan administrator is not required to substantiate the unforeseeable emergency by collecting source documents.	401(k), 403(b), Gov't 457(b)	Optional	Plan years beginning after December 29, 2022
115	Withdrawals for emergency expenses	Allows retirement plans to permit participants to self-certify to request distributions for unforeseeable or immediate financial needs for necessary personal or family emergency expenses. The distribution is not subject to the 10% additional tax on early distributions. Withdrawals are limited to one per calendar year for the lesser of \$1,000 (this limit is not indexed for inflation) or the vested account balance in excess of \$1,000 from all eligible retirement plans, which includes IRAs. All plans that are part of the group of companies under common control are combined for purposes of the dollar limit. A participant cannot request another withdrawal for the following three calendar years unless they repay the full amount of their withdrawal or make deferral contributions equal to the amount of their withdrawal.	401(a) PS, 401(k), 401(a) MP, 403(b), Gov't 457(b)	Optional	Distributions made after December 31, 2023
311	Repayment of qualified birth or adoption distribution is limited to three years	Provides that qualified birth or adoption distributions (QBOAD) may be made in an amount up to \$5,000 per child from employer plans and/or IRAs. The distribution is not subject to the 10% early withdrawal penalty. The distribution must be made within one year of the birth of the child or the finalization of the adoption. The individual may repay a qualified birth or adoption distribution as a rollover contribution to the plan or IRA from which the QBOAD was originally distributed from within three years.	401(a) PS, 401(k), 403(b), Gov't 457(b)	Optional	QBOADs distributed on or after Jan. 1, 2020, but the three-year repayment period is effective for distributions made after Dec. 29, 2022. However, QBOADs made before Dec. 30, 2022, must be repaid before Jan. 1, 2026
331	Withdrawals for federally declared disasters	<b>Distributions:</b> Provides permanent rules relating to the use of retirement funds in the case of qualified federally declared disasters. Qualified individuals' principal place of residence during the incident period of any qualified disaster must be located in the disaster area, and they must have sustained an economic loss because of the disaster. Allows up to \$22,000 in total to be distributed from all retirement plans that are part of the same controlled group of companies and/or IRAs to qualified individuals. The distributions are not subject to the 10% additional tax on early distributions, and the income may be reported over three years on their federal income tax returns. Distributions can be repaid to a tax-preferred retirement account. Additionally, amounts distributed prior to the disaster to purchase a home can be recontributed.  <b>Loans:</b> A plan sponsor is permitted to allow (1) a larger amount to be borrowed from a participant (lesser of 100% of the vested account balance or \$100,000, reduced by the highest outstanding loan balance during the last 12 months) by qualified individuals and/or (2) loan payment deferment to give the participant additional time for repayment of their loans. The loan limit is for all retirement plans that are part of the controlled group of companies.	401(a) PS, 401(k), 401(a) MP, 403(b), Gov't 457(b)	Optional	Applicable to distributions and plan loans with respect to disasters the incident period for which begins on or after 30 days after the date of enactment of the Taxpayer Certainty and Disaster Tax Relief Act, which is January 26, 2021

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
326	<b>Exception to the penalty on early distributions from a qualified plan for individuals with a terminal illness</b>	IRS guidance recently confirmed this provision in SECURE 2.0 did not create a new in-service withdrawal option. However, participants eligible for an existing distribution may use the terminal illness provision to avoid the 10% additional tax on early withdrawals and such withdrawals may be repaid within three years. The participant must provide sufficient evidence of the terminal illness in the form of a physician's certificate, as detailed in the IRS guidance.	401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b>	<b>Optional</b>	Effective for distributions made after December 29, 2022

## Expanding Coverage

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
306	<b>Eliminates the first day of the month requirement for governmental plans</b>	Eliminates the 457(b) "first day of the month" requirement and allows deferral elections to be made any time prior to when the compensation is available. Previously, participants in a governmental 457(b) plan were required to make deferral elections (and request changes in their deferral rate) prior to the beginning of the month in which the compensation would be earned.	<b>Gov't 457(b)</b>	<b>Optional</b>	Taxable years beginning after December 29, 2022

## Plan Design

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
127	<b>In-plan emergency savings accounts</b>	Provides employers with the option to offer their non-highly-compensated employees pension-linked emergency savings accounts. Employers may automatically opt employees into these accounts at no more than 3% of eligible compensation, and the portion of an account attributable to the participant's contribution is capped at \$2,500 (or lower as set by the employer). Once the cap is reached, the additional contributions can be directed to the employee's Roth defined contribution plan (if they have one) or stopped until the balance attributable to contributions falls below the cap. Contributions are made on a Roth-like basis and are treated as elective deferrals for purposes of retirement matching contributions with an annual matching cap set at the maximum account balance—i.e., \$2,500 or lower, as set by the plan sponsor. The first four withdrawals from the account each plan year may not be subject to any fees or charges solely based on such withdrawals. At separation from service, employees may take their emergency savings accounts as cash or roll them into their Roth defined contribution plan (if they have one) or IRA.	401(a) PS, 401(k), <b>401(a) MP</b> , 403(b)	<b>Optional</b>	Plan years beginning after December 31, 2023
303	<b>Lost and found</b>	Directs the DOL to create an online searchable "Lost and Found" database to collect information on benefits owed to missing, lost, or nonresponsive participants and beneficiaries in tax-qualified retirement plans and to assist such plan participants and beneficiaries in locating those benefits.  This applies to tax-qualified defined benefit and defined contribution plans subject to ERISA vesting provisions.	DB, 401(a) PS, 401(k), <b>401(a) MP</b> , 403(b)	<b>Optional</b>	Directs the creation of the database no later than two years after the date of enactment of SECURE 2.0.

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
201	Eliminates RMD barriers for life annuities in plan and IRAs	Permits more flexibility in annuity payouts that will meet the minimum distribution requirements, including cost-of-living adjustments of up to 5% annually, certain lump-sum payouts, and return of premium death benefits.	DB, 401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b>	<b>Mandatory</b>	Calendar years ending after December 29, 2022
204	Eliminates RMD penalty on partial annuitization	For retirement plan accounts and IRAs that are partially annuitized, this change permits annuity payouts to offset required RMDs from the portion of the account balance or IRA that is not annuitized.	DB, 401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b>	<b>Optional</b>	As of December 29, 2022 IRS Notice 2025-2 extended the effective date to January 1, 2026, for the rules addressing the valuation of an annuity contract under the "partial annuitization" option
325	Extend the pre-death RMD exemption for Roth IRAs to in-plan Roth amounts	Extends the pre-death RMD exemption for Roth IRAs to in-plan Roth amounts. Under previous law, a participant with Roth amounts in the plan may generally avoid the pre-death RMD rules by rolling plan assets into a Roth IRA. Extending the exemption from the pre-death RMD rules to Roth amounts in retirement plans means that participants do not have to roll over plan assets to an IRA just to avoid being required to begin taking RMDs of Roth amounts at the applicable retirement age.	401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b>	<b>Mandatory</b>	Effective taxable years beginning after December 31, 2023  Does not apply to distributions that are required with respect to years beginning before January 1, 2024, but are permitted to be paid on or after such date
107	Increase RMD age	Increases the RMD age from 72 to 73 in 2023 and again from 73 to 75 in 2033.	DB, 401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b> , Non-gov't 457(b)	<b>Mandatory</b>	Effective January 1, 2023, for individuals who attain age 72 on or after such date
302	Reduce RMD penalty	Reduces the penalty for failure to take RMDs from 50% to 25%. If a failure to take a required minimum distribution is corrected in a timely manner (as defined below), the excise tax on the failure is further reduced from 25% to 10%. The correction window begins on the date on which the tax is imposed and ends on the earliest of:  (1) the date of mailing a notice of deficiency,  (2) the date on which the tax is assessed, or  (3) the last day of the second taxable year that begins after the end of the taxable year in which the tax is imposed.  The excise tax may be automatically waived where a beneficiary fails to take an RMD in the calendar year in which the participant died (if the participant had not already satisfied the RMD for that year), provided the failure is corrected within a specified period (generally by the end of the following calendar year).	DB, 401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b> , non-gov't 457(b)	<b>Mandatory</b>	Taxable years beginning after December 29, 2022
327	Spousal beneficiaries treated as plan participants for RMD purposes	Permits a spousal beneficiary, who is the sole beneficiary, of a deceased retirement plan participant to elect to have the RMD calculated as if the surviving spouse were the deceased employee.	DB, 401(a) PS, 401(k), <b>401(a) MP</b> , 403(b), <b>Gov't 457(b)</b> , non-gov't 457(b)	<b>Mandatory</b>	Calendar years beginning after December 31, 2023

## Testing and reporting

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
310	Top-heavy rule modifications	Allows for separate testing of excludable employees for certain top-heavy purposes. Employees who are otherwise excludable from a defined contribution plan under the general age and service rules are tested separately to determine whether they meet the top-heavy minimum contribution rules. Those employees may be excluded from consideration in determining if the plan, or any other plan of the employer, satisfies the top-heavy minimum contribution rules.	401(a) PS, 401(k)	Mandatory	Plan years beginning after December 31, 2023

# SECURE 2.0 Act Key provisions with effective dates in 2025, 2026, and 2027

## Contributions

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or Optional	Effective date
109	Higher catch-up limit for participants ages 60–63	Under current law, employees who attained age 50 are permitted to make catch-up contributions under a retirement plan in excess of the otherwise applicable salary deferral limit (\$23,500 for 2025). The limit on age 50 catch-up contributions for 2025 is \$7,500. The new law increases the limit for employees aged 60, 61, 62, and 63 who participate in the plan. For 2025, this higher catch-up contribution limit is \$11,250* instead of \$7,500.  *The greater of (1) \$10,000 (indexed) or (2) 150% of the regular catch-up contribution.	401(k), 403(b), Gov't 457(b)	Optional if catch-up contributions are offered	Taxable years beginning after December 31, 2024
603	Age 50 catch-up contributions must be Roth for certain participants	If age 50 catch-up contributions are permitted under the plan and the plan offers Roth, then the contributions must be made on a Roth basis for employees whose wages from the same employer (as defined for Social Security FICA tax purposes) were greater than \$145,000 (indexed) in the prior calendar year.	401(k), 403(b), Gov't 457(b)	Mandatory if catch-up and Roth contributions are offered	Taxable years beginning after December 31, 2025
103	Saver's match	A Federal matching contribution that replaces the Saver's Credit. The Saver's Match must be deposited into an IRA or retirement plan; the match is up to \$2,000 per individual and 50% of IRA or retirement plan contributions.	401(k), 402(b), 457(b), SIMPLE IRAs, SEP Plans (also IRAs— traditional and Roth)	Optional	Taxable years beginning after December 31, 2026

## Disclosures and Notices

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or Optional	Effective date
338	Annual paper statement requirement	Requires the provision of a paper benefit statement at least once annually for a DC plan and at least once every three years for a DB plan, unless the participant is covered by the 2002 e-delivery safe harbor or otherwise affirmatively consents. The DOL is directed to amend the 2002 e-delivery rule to require a one-time paper notice before any disclosure may be sent electronically after the effective date.	DB, 401(a) PS, 401(k), 401(a) MP, 403(b)	Mandatory	Plan years beginning after December 31, 2025

## Distributions and/or exceptions to the additional tax on early distributions

SECURE 2.0 Section	Name	Summary	Plan type	Mandatory or optional	Effective date
334	Long-term care contracts purchased with retirement plan distributions	Plans can allow distributions for the purchase of "certified long-term care insurance" premiums for an employee, the employee's spouse, and other qualifying family members. The distributions will not be subject to the 10% early withdrawal penalty. The amount paid or assessed to the participant for the long-term care premium is limited to the lesser of 10% of the participant's vested account balance or \$2,500 (indexed after 2024). The participant must file a premium statement with the plan administrator that includes the required information.	401(a) PS, 401(k), 403(b), Gov't 457(b)	Optional	December 30, 2025

# Exhibit B:

## Optional Plan Amendments



"A City for All Ages"

# CITY OF PORT ST. LUCIE



## FINANCE DEPARTMENT

Stephen Okiye, CPA, Finance Department/City Treasurer

March 31, 2023

MissionSquare Retirement  
Kansas City, MO

**ATT: Nakeya Mobley & and/or City of Port St. Lucie Plan Representatives**

Dear Nakeya,

As of April 1, 2023, and, per Secure Act 2.0, please remove the first day of the month rule. This will allow for 457 Pay Deferral Changes to be effective every pay period.

Additionally, please immediately turn off the ability for online deferrals for the 457 Plan and the Roth IRA.

Sincerely,

A handwritten signature in blue ink, appearing to be "SO", with a long horizontal flourish extending to the right.

Stephen Okiye  
Finance Director/City Treasurer



## SECURE ACT 2.0 and 1.0 Election Form

Use this form to adopt any of the provisions made available by The Setting Every Community Up for Retirement Enhancement Act of 2019 (SECURE 1.0), SECURE 2.0 Act of 2022, and related legislation. If you would like to add these provisions to more than one plan, please complete one form per plan.

### I. SECURE 2.0 and Related Provisions

#### A. Roth Provisions (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)

**Note:** While the ability to adopt Roth is not a SECURE 2.0 provision, if you wish to allow participants to make age-based catch-up contributions after 2025 in your 401(k), 457(b), or 403(b) plans, you must adopt a Roth Contribution provision. **If you allow age-50 catch-up contributions and your plan currently does not offer Roth contributions**, check below to add the Roth Contribution provision and indicate whether you will permit in-plan Roth conversions and whether Roth amounts will be available for participant loans.

Add Roth Contributions

The plan will permit in-plan Roth Conversions.

Yes (Default)  No

The Roth account will be an available source for loans.

Yes  No or N/A (Default)

**Note:** To officially adopt the Roth features, you will need to also review and execute applicable adoption materials. Our Plan Design Team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

#### B. Eliminate the "first date of the month" rule for 457(b) deferral changes. The plan will permit all deferral initiation and change requests to transpire as soon as administratively feasible, but no later than on the earliest date the deferrals can reasonably be segregated from the employer's general assets, rather than the first pay period of the following month.

Yes  No

("No" is the default provision under the Plan if no selection is made.)

**C. Student Loan Repayment Match (Available in 401(k), 457(b), and 403(b) plans and is not available in (i) 401(a) Profit Sharing Plans without the 401(k) feature or (ii) 401(a) Money Purchase Plans)**

For purposes of calculating the employer match of participant elective deferrals into the plan in which the match will be made, qualified student loan repayments made by the participant shall be treated as participant elective deferrals.

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**Note:** To adopt the student loan repayment match provision, the plan must be offering an elective deferral match. To officially adopt the Roth features, you may need to also review and execute applicable adoption materials to adopt the elective deferral match provision. Our plan design team will reach out to you with prepopulated versions of the applicable materials upon receipt of this form.

## II. SECURE 1.0 and Related Legislation Provisions

**D. In-Service Distributions at Age 59.5 (Available in 457(b), 403(b), and 401(a) Money Purchase Plans)**

The Plan will permit in-service withdrawals at age 59.5

**Note:** Not applicable to 401(a) Profit Sharing Plans, as this provision is already available in your plan. You can change the in-service distribution age in your Profit Sharing Plan submitting a revised Adoption Agreement.

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**E. Qualified Birth and Adoption (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)**

The plan will permit participants to receive, upon written request, a distribution of up to \$5,000 per qualifying birth or adoption (not to exceed \$5,000 across all retirement accounts of the participant).

**Note to 401(a) Money Purchase Plan Sponsors:** Such a withdrawal can only be undertaken if the participant meets the plan's existing in-service withdrawal criteria.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected. A qualified adoption distribution would be limited to the adoption of children who are under age 18 or who are physically or mentally incapable of self-support.

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**Note:** If you elect to offer this provision, your plan may need to offer the ability for participants to roll assets into the plan.

**F. Distribution for victims of domestic abuse (Available in 457(b), 403(b), 401(a) Profit Sharing Plans that have not made a "QJSA Election")**

The plan will permit participants to receive, upon written request, a distribution of up to the lesser of \$10,000 (indexed) or 50% of the participant's vested account balance during the one-year period beginning on any date on which the individual is a victim of domestic abuse by a spouse or domestic partner. Plan sponsors may rely upon the participant's self-certification that they are victims of abuse with no documentation needed.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after:  
\_\_\_\_\_ (insert a date no earlier than 01/01/2025).

**G. \$1,000 withdrawal for certain emergency expenses (Available in 457(b), 403(b), 401(a) Profit Sharing Plans)**

The plan will permit participants to receive, upon written request, a distribution of up to \$1,000 (or if the participant's vested balance is less than \$2,000, the amount that exceeds \$1,000) to pay for unforeseen or immediate financial needs relating to necessary personal or family emergency expenses. Plan sponsors may rely upon the participant's self-certification that they are eligible for emergency withdrawals with no documentation needed.

A participant is not permitted to receive more than one emergency withdrawal per year. Additionally, a participant is not permitted to take another emergency withdrawal from the plan during the immediately following three (3) calendar years unless the amount of withdrawal is repaid, or equivalent contributions are made to the plan.

Such a distribution is exempt from the 10% early distribution tax penalty and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

If "Yes" is selected, Domestic Abuse Victim Distributions may be distributed on or after:  
\_\_\_\_\_ (insert a date no earlier than 01/01/2025).

**H. Self-certification for hardship withdrawals (Available in 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)**

The plan will permit participants to self-certify that a distribution is on account of a financial need that IRS regulations deem to create an immediate and heavy financial need, the amount of the distribution is not in excess of the amount required to satisfy the financial need, and that the participant has no alternative means reasonably available to meet the financial need.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

By offering this provision, plan sponsor is permitting MissionSquare to effectuate the distribution as requested by the participant as insofar as the request is statutorily permissible.

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**If No is selected, plan sponsor will instead approve participant requests.**

**I. Self-certification unforeseeable emergency withdrawals (Available in 457(b) Plans)**

The plan will permit participants to self-certify that a distribution is being made when a participant is faced with an unforeseeable emergency of a type that is described in IRS regulations as an unforeseeable emergency, the amount of the distribution is not in excess of the amount required to satisfy the emergency need, and the participant has no alternative means reasonably available to satisfy the emergency need.

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

By offering this provision, plan sponsor is permitting MissionSquare to effectuate the distribution as requested by the participant as insofar as the request is statutorily permissible.

Yes  No (*"Yes" is the default provision under the Plan if no selection is made.*)

**If No is selected, plan sponsor will instead approve participant requests.**

**J. Distribution for qualified Federally declared natural disasters (Available in 457(b), 403(b), 401(a) Money Purchase, 401(a) Profit Sharing Plans)**

The plan will permit qualified participants to receive, upon written request, a distribution of up to \$22,000 per Federally declared natural disaster. A participant is qualified if:

- The individual's principal residence at any time during the incident period of any qualified disaster is in the qualified disaster area with respect to that disaster, and
- The individual has sustained an economic loss by reason of that qualified disaster.

Plan sponsors may rely upon the participant's self-certification that they are a qualified individual with no documentation needed, unless the plan sponsor has actual knowledge to the contrary.

Whether a disaster is a formally declared disaster and qualified can be determined here: <https://www.fema.gov/disaster/declarations>

Such distribution may be made on or after the first day of the incident period of a qualified disaster and before the date that is 179 days after the latest of the following three dates:

- Dec. 29, 2022,
- The first day of the incident period with respect to the qualified disaster, or
- The date of the disaster declaration with respect to the qualified disaster.

Such a distribution is exempt from the 10% early distribution tax penalty, is includible in income over 3 years, and is exempt from the mandatory 20% withholding; and can be repaid into the account within 3 years without regard to the usual 60-day time limit for rollovers if elected.

Yes  No (*"No" is the default provision under the Plan if no selection is made.*)

**K. Age 60-63 "Super Catch-up" (Available in 457(b), 403(b), 401(a) Profit Sharing Plans with the 401(k) feature)**

Starting January 1, 2025, participants who attain age 60-63 can contribute \$11,250. Note that this provision will be automatically integrated into the applicable plans in starting 2026. To adopt this for 2025, please check yes below.

Yes  No ("No" is the default provision under the Plan if no selection is made.)

By signing below, we intend to amend the plan to allow these provisions as of the date below or as soon as administratively feasible. **Please submit one form per plan number.**

Employer Plan Number: 301767

Employer Plan Name: City of Port St. Lucie - 457 b

Signature of Authorized Plan Representative: [Signature]

Print Name: Stephen Okoye

Title: Finance Director

Date: 01/02/25 (MM/DD/YYYY)

Email Address: sokoye@cityofportstlucie.com Phone Number: 772-871-8009

This form can be returned by secure message, fax, or mail using the information below.

**Online:** Submit through secure messaging:  
<https://retirement.financialtrans.com/msq-sponsor/login>

**Fax to:** MissionSquare Plan Services  
 (844) 677-3297

**Mail to:** MissionSquare Plan Services  
 P.O. Box 219320  
 Kansas City, MO 64121-9320



Resolution Amending the  
MissionSquare Retirement 401(a) and 457(b) plans  
for SECURE 1.0 and 2.0 Acts

# Objective:

- Authorize and ratify mandatory and optional amendments to the City's MissionSquare Retirement 401(a) and 457(b) plan documents as outlined in the Setting Every Community Up for a Retirement Enhancement Act of 2019 ("SECURE 1.0") and Securing a Strong Retirement Act of 2022 ("SECURE 2.0").

# Background:

- The Setting Every Community Up for a Retirement Enhancement Act of 2019 (SECURE 1.0) was enacted to expand access to tax-advantaged retirement accounts and encourage retirement savings. It contains 30 mandatory and optional provisions for retirement plans.
- The Securing a Strong Retirement Act of 2022 (SECURE 2.0) builds on previous legislation in SECURE 1.0 and includes reforms that seek to expand retirement coverage and savings. It contains 90 mandatory and optional provisions designed to strengthen the retirement system and encourage more Americans to save for retirement.

# Mandatory Amendments

- The SECURE Acts (1.0 & 2.0) include mandatory provisions for retirement plans including 401(a) and 457(b) retirement plans.
- Adoption is required.
- The mandatory provisions have tiered effective dates.
- Some provisions may not be effective until a future date.
- The Department of Treasury and the Internal Revenue Service has issued guidance on some provisions, and it's anticipated that further guidance or final regulations will be issued.

# Optional Amendments

- Three Optional amendments added to 457(b) deferred compensation plan
  - 457(b) plan is an optional retirement account
  - Eliminate the “first of the month” rule for 457(b) deferral changes
    - Requested deferral changes can be processed as soon as administratively feasible, rather than the first pay period of the following month.
  - **\$1,000 withdrawal for certain emergency expenses**
    - Upon written request, participants may be eligible to receive up to \$1,000 withdrawal to pay for unforeseen or immediate financial need relating to necessary family or personal emergency expense.
  - **Distribution for qualified Federally declared natural disaster**
    - Qualified participants may receive, upon written request, a distribution of up to \$22,000 for Federally declared natural disasters.



Agenda Summary  
2026-195

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 11.c

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Placement: Resolutions

Action Requested: Motion / Vote

Resolution 26-R20, Authorizing the Acquisition of Real Property Described as Tract E, Port St. Lucie Section Nineteen, as Recorded in Plat Book 13, Pages 19, 19A through 19K, of the Public Records of St. Lucie County, Florida, and a Portion of Tract G, Port St. Lucie Section Thirty-Three, as Recorded in Plat Book 15, Pages 1, 1A through 1V, of the Public Records of St. Lucie County, for Green Space with Future Consideration for a Passive Park and Stormwater Retention.

Submitted By: Jasmin Padova, Executive Assistant, City Manager's Office on behalf of Teresa Lamar-Sarno, Chief Assistant City Manager.

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

Summary Brief (Agreements/Contracts only)

1. Prepared by: Jasmin Padova, City Manager's Office, on behalf of Teresa Lamar-Sarno, Chief Assistant City Manager
2. Parties: City of Port St. Lucie and Patricia Farley
3. Purpose: Portions of each tract are needed to accommodate a roundabout that is being constructed at the intersection of Paar Dr and Savona Blvd. The remaining portions will be assigned as green space with future consideration for a passive park and stormwater retention.
4. New/Renewal/Modified: New
5. Duration: N/A
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): One time purchase price of \$2,840,000, plus closing costs and appraisal.

Presentation Information: Staff will be available to answer questions.

Staff Recommendation: Move that the Council approve the Resolution authorizing the acquisition of real property known as Tract E and Tract G, Port St. Lucie, FL.

Alternate Recommendations:

1. Move that the Council amend the recommendation and approve the Resolution authorizing the acquisition.
2. Move that the Council not approve the acquisition and provide staff direction.

**Background:** In July 2023, consultant NUE Urban Concepts presented the City of Port St. Lucie 2045 Mobility Plan. The intersections at SW Paar Dr. and SW Darwin Blvd. as well as SW Paar Dr. and SW Savona Blvd. were identified as locations for future roundabouts within corridors that require multimodal improvements. The intersections continue to experience high levels of traffic-related issues, including but not limited to, accidents and congestion, especially during the morning and afternoon peak hours. In 2024, Consor Engineering was contracted as design consultants to complete conceptual and final design for these intersections. A conceptual design for the roundabouts was presented to City Council on January 27, 2025. A Public Involvement Meeting was held on March 31, 2025 and was well attended.

**Issues/Analysis:** The roundabout designs will allow for safer, less-congested traffic conditions in both interim and build-out scenarios. Cost savings will be realized when widening of the SW Savona Blvd. corridor and other potential widening improvements are completed, without compromising safety before widening is completed.

**Financial Information:** The City will acquire the property for \$2,840,000, plus closing and appraisal costs. The project scope includes roundabout improvements, stormwater enhancements, and a passive park. Acquisition funding will be provided through Commercial Paper (CP). The current six-month average CP rate is 3.45% (as of 2/26/2026), resulting in annual debt service of just under \$100,000. The CP will be repaid from a combination of bond proceeds, the general fund, and the stormwater fund once construction begins.

**Special Consideration:** N/A

**Location of Project:** The portion of the real property to be acquired by the City is located at the NE and SW corners of SW Paar Drive and SW Savona Blvd known as Tract E and Tract G, Port St. Lucie, FL.

**Attachments:**

1. Resolution 26-R\_\_
2. Exhibit "A" to Resolution - Purchase and Sale Agreement
3. Appraisal for Tract E
4. Via Memo CM Approval
5. Location Map Tract E
6. Location Map Tract G

*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:** 25128-05 for Tract E and 25049-10 for Tract G

**Legal Sufficiency Review:**

Reviewed by Margaret M. Carland, 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, AUTHORIZING THE ACQUISITION OF REAL PROPERTY DESCRIBED AS TRACT E, PORT ST. LUCIE SECTION NINETEEN, AS RECORDED IN PLAT BOOK 13, PAGES 19, 19A THROUGH 19K, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND A PORTION OF TRACT G, PORT ST. LUCIE SECTION THIRTY-THREE, AS RECORDED IN PLAT BOOK 15, PAGES 1, 1A THROUGH 1V, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FOR THE SOUTHWEST PAAR DRIVE CORRIDOR ROUNDABOUTS PROJECT, ADDITIONAL GREEN SPACE WITH FUTURE CONSIDERATION FOR A PASSIVE PARK AND STORMWATER RETENTION AS BEING A PUBLIC NECESSITY, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO TAKE ANY AND ALL APPROPRIATE ACTIONS TO ACQUIRE THE SUBJECT PROPERTY IN FEE SIMPLE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

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**WHEREAS**, the City of Port St. Lucie's City Manager's Office has recommended the acquisition of Tract E, Port St. Lucie Section Nineteen, as Recorded in Plat Book 13, Pages 19, 19A through 19K, of the Public Records of St. Lucie County, Florida, and a portion of Tract G, Port St. Lucie Section Thirty-Three, as Recorded in Plat Book 15, Pages 1, 1A through 1V, of the Public Records of St. Lucie County, Florida (the "Subject Property"), for the construction of the Southwest Paar Drive Corridor Roundabouts Project, additional green space with future consideration for a passive park and stormwater retention at the intersection of Southwest Paar Drive and Southwest Savona Boulevard (the "Project"); and

**WHEREAS**, the Project is in the public interest, for a public purpose, and therefore necessary for the public health, safety, and welfare; and

**WHEREAS**, the Project is an integral and necessary component of the City's infrastructure and transportation network and is required to meet the anticipated needs of this growing community; the Project's proposed roundabout plans that will improve traffic performance and safety; and the proposed construction and improvements will have minimal environmental and social impacts; and

**WHEREAS**, acquisition of the Subject Property will be beneficial to the City's goal of maintaining high quality infrastructure and facilities; and

**WHEREAS**, after considering the factors set forth above, this City Council has determined that the fee simple acquisition of the Subject Property for the Project is a public necessity and constitutes a public purpose for which public funds may be expended; and

**WHEREAS**, this City Council desires and hereby authorizes executing and entering into the Purchase and Sale Agreement, in substantially the same form as attached hereto as Exhibit

RESOLUTION 26-R

“A” and authorizes the acquisition of the Subject Property in fee simple on behalf of the City of Port St. Lucie.

**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. Authorization. The City Council hereby authorizes the acquisition of the Subject Property and authorizes the City Manager, or his designee, to execute and enter into the Purchase and Sale Agreement in substantially the same form that is attached hereto and incorporated herein as Exhibit “A”.

Section 3. The City Council further authorizes and directs the City Manager, or his designee, to proceed to take any and all necessary actions for the City of Port St. Lucie to acquire, in its own name, by purchase, the real property described above and execute all papers and other instruments required for that purpose.

Section 4. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. 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 6. 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

ATTEST:

\_\_\_\_\_  
Sally Walsh, City Clerk

By: \_\_\_\_\_  
Shannon M. Martin, Mayor

RESOLUTION 26-R

APPROVED AS TO FORM:

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Richard Berrios, City Attorney

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), between Patricia Farley ("Seller"), and the City of Port St. Lucie, a Florida municipal corporation ("Buyer").

1. Exhibits. The following Exhibits are attached to this Agreement and are hereby made a part of this Agreement:

### Exhibit A - Legal Description

2. Defined Terms. Terms used in this Agreement are defined in the section or subsection where the term first appears. For convenience, the following are additional defined terms which are used throughout this Agreement.

2.1 "Business Day". Any day other than a Saturday, Sunday or legal holiday, or day in which the City is closed.

2.2 "City". The City of Port St. Lucie, Florida, a Florida municipal corporation.

2.3 "Governmental Authority". Any federal, state, county, municipal, or other governmental department, entity, authority, commission, board, bureau, court, or agency; any insurance underwriting board or insurance inspection bureau; and any other body exercising similar functions.

2.4 "Governmental Requirement". Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued, applicable to the Land or this Agreement.

3. Sale of Land. Seller agrees to sell, and Buyer agrees to purchase, on the terms and conditions set forth in this Agreement, all the right, title, and interest of Seller in and to those certain parcels of real property located in Port St. Lucie, Florida, as described on **Exhibit A**, attached hereto and incorporated herein (the "Land").

4. Purchase Price. Subject to the adjustments and prorations set forth in this Agreement, the total purchase price of the Land shall be \$2,840,000.00 ("Purchase Price"). The Purchase Price reflects the mutually agreed upon fair market value for the Land.

4.1 Cash at Closing. On the Closing Date (as hereinafter defined), Buyer shall deliver the Purchase Price to Foundation Title & Trust (the "Closing Agent") by bank wire transfer of immediately available U.S. dollars.

5. Inspection Period. Buyer will be permitted to inspect the Land at Buyer's sole cost and expense for a period beginning on the Effective Date and ending on the 60th day after the Effective Date (not including the Effective Date; said period of time being the "Inspection Period").

5.1 Delivery of Due Diligence Items. Within five (5) Business Days after the Effective Date, Seller shall provide Buyer access to any and all information and documents in Seller's possession pertaining to the Land, including without limitation any environmental reports, title reports, title insurance policies, surveys, and soil studies, if any (the "Due Diligence Items"). Buyer has the right to review the Due Diligence Items at any time during the Inspection Period and, in the event this Agreement remains in effect after expiration of the Inspection Period, at any time prior to Closing.

5.2 Inspections Permitted. During the Inspection Period, Buyer and its partners, members, agents, officers, employees and contractors (collectively, the "Buyer Parties") will have the right to enter upon the Land for the purpose of making such tests, analyses and investigations as Buyer may deem necessary or desirable, including but not limited to soil/groundwater tests and environmental assessments and audits. After completing any inspections, Buyer shall restore and repair any damage caused by Buyer's inspections, including the filling in of any excavations or holes, and the removal of all tools and equipment.

5.3 Termination of Agreement. If Buyer determines that the Land is not acceptable for any reason, as determined by Buyer in its sole and absolute discretion, Buyer shall have the option to terminate this Agreement by written notice to Seller, which notice must be delivered on or before the expiration of the Inspection Period in accordance with the notice requirements of this Agreement.

5.4 Condition of the Land. From the Effective Date and until Closing, Seller shall continue to maintain the Land in substantially the same condition as it is as of the Effective Date, subject to normal wear and tear. Seller shall keep in force all existing hazard and liability insurance maintained in connection with the Land. After the Effective Date, unless Buyer provides written consent, Seller shall not dispose of, or encumber, any interest in the Land, or any portion thereof, unless such encumbrance or interest shall not survive Closing. Seller shall promptly provide Buyer with copies of any written notices, litigation, claims, or actions pertaining to the Land, or any portion thereof, that will not be resolved prior to Closing. Following the Effective Date, Seller shall not enter into any contracts or other documents affecting the Land, or any portion thereof, and that will survive Closing, without the Buyer's written consent.

6. Title and Survey.

6.1 Title Commitment. Buyer may obtain at its expense a commitment for an owner's title insurance policy ("Commitment") issued by a title insurance company ("Title Company"). The Commitment will describe the Land and show the status of title of the Land

and all exceptions to title, including but not limited to easements, restrictions, rights-of-way, covenants, reservations, encumbrances, liens and other conditions, if any, affecting the Land.

6.2 Survey. Buyer may obtain at its expense a current survey of the Land ("Survey") prepared by a land surveyor or engineer licensed in the State of Florida.

6.3 Title or Survey Objections. Buyer will have a period of ten (10) days after receipt of the Commitment and Survey (whichever is received later) to review same ("Title/Survey Review Period"). If Buyer objects to any matter contained in the Commitment or the Survey, Buyer shall send Seller written notice of its objections (the "Objection Notice") prior to the expiration of the Title/Survey Review Period.

6.3.1 Seller's Election to Cure. Seller will have a period of ten (10) days after receiving an Objection Notice ("Election Period") within which to notify Buyer that Seller elects to cure or not cure the matters set forth in the Objection Notice. Seller's failure to notify Buyer within the Election Period that it elects to cure the matters set forth in Buyer's Objection Notice shall constitute an election to not cure such matters. If Seller does not affirmatively elect to cure the matter(s) set forth in the Objection Notice within the Election Period, then Buyer may, by written notice given to Seller within ten (10) days after the expiration of the Election Period, terminate this Agreement, and Buyer and Seller shall have no further obligations hereunder, except for provisions that specifically survive termination of this Agreement. If Buyer does not terminate within such ten (10) day period, then any such items that Seller did not affirmatively elect to cure shall be deemed approved by Buyer.

6.3.2 Seller's Cure Period. If Seller elects to cure matters referenced in any Objection Notice, Seller shall have until Closing to do so, and upon Seller's failure to so cure, Buyer shall have the option to proceed to Closing or, upon written notice to Seller, terminate this Agreement, in which Buyer and Seller shall have no further obligations hereunder, except for provisions that specifically survive termination of this Agreement.

6.3.3 Title and Survey Review to Occur During Inspection Period. It is the intention of the parties to have the Buyer complete its review of the Commitment and Survey, notify Seller of objections, and for the Seller to provide a response to Buyer's Objection Notice, within the Inspection Period.

7. Closing. The closing of the sale and conveyance of the Land to Buyer ("Closing") will be consummated as follows:

7.1 Closing Date. The Closing will take place thirty (30) days after the expiration of the Inspection Period.

7.2 Closing Procedure. The Closing will take place by Buyer and Seller delivering to the Closing Agent the signed documents listed below (originals of documents to be recorded, and copies of others) along with any other documents reasonably required by the Closing Agent. The parties will direct the Closing Agent to mark up the Commitment to show title in the Buyer as of the date of Closing and to record in the Public Records of St. Lucie

County the closing documents required to be recorded. The Closing Agent will be instructed to deliver the signed documents and the original recorded documents (when they become available) to the parties entitled to receive them.

7.3 Seller's Closing Documents. On the Closing Date, Seller shall deliver to the closing agent the following documents pertaining to the Land, which shall be in a form reasonably acceptable to both Seller and Buyer and properly executed, witnessed, and acknowledged where required:

7.3.1 Deed. A general warranty deed conveying the Land to Buyer ("Deed"). The Deed shall contain the following the language: Grantee acknowledges that there may be deed restrictions, restrictive covenants or such other restrictions appearing in the public records, on the plat or otherwise common to the subdivision affecting the Land. Grantee's acceptance of title to the Land shall not be construed as a waiver of Grantee's claim of exemption as a governmental unit from any said restrictions, clouds or encumbrances created by the above-mentioned matters pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982).

7.3.2 Evidence of Seller's Authority. Such evidence of authority with respect to Seller if and to the extent reasonably required by the closing agent.

7.3.3 Closing Affidavit. An affidavit signed by an authorized representative of Seller containing the information required by the closing agent to "insure the gap" and to show title in the Buyer free and clear of liens, encumbrances, and rights of tenants in possession. The Closing Affidavit will include the information required by Treasury Regulation 1.1445-2 and will state Seller's taxpayer identification number and confirm that Seller is not a foreign person within the purview of 26 U.S.C. Section 1445 and the regulations issued thereunder.

7.3.4 Closing Statement and Disbursement Summary. A closing statement and disbursement summary prepared in accordance with the terms of this Agreement.

7.3.5 Miscellaneous. Such other items as may be reasonably required of Seller by the Closing Agent in order to close under this Agreement.

7.4 Buyer's Closing Documents. On the Closing Date, Buyer shall deliver to the Closing Agent the following documents pertaining to the Land, which shall be in a form reasonably acceptable to both Seller and Buyer and properly executed, witnessed, and acknowledged where required:

7.4.1 Evidence of Buyer's Authority. Such resolutions, certificates of good standing, incumbency certificates, affidavits, or other evidence of authority with respect to Buyer as may be reasonably required by the closing agent.

7.4.2 Closing Statement and Disbursement Summary. A closing statement and disbursement summary prepared in accordance with the terms of this Agreement.

7.4.3 Miscellaneous. Such other items as may be reasonably required of Buyer by the closing agent in order to close under this Agreement.

7.5 Buyer's Closing Costs. At Closing, Buyer will be responsible for paying:

7.5.1 All of the costs and expenses of Buyer's inspection of the Land;

7.5.2 One-half of the cost of any documentary stamps or other transfer tax on the Deed;

7.5.3 One-half of the cost of all recording fees;

7.5.4 One-half of the cost of title search fees, and the premium for the issuance of an owner's policy of title insurance to Buyer;

7.5.5 One-half of the closing or escrow fees of the Closing Agent;

7.5.6 The cost of the Commitment;

7.5.7 The cost of a Survey;

7.5.8 Buyer's attorneys' fees; and

7.5.9 Buyer's lien search, if any.

7.6 Seller's Closing Costs. At Closing, Seller will be responsible for paying:

7.6.1 One-half of the cost of any documentary stamps or other transfer tax on the Deed;

7.6.2 One-half of the cost of all recording fees;

7.6.3 One-half of the costs of title search fees, and the premium for the issuance of an owner's policy of title insurance to Buyer;

7.6.4 One-half of the closing or escrow fees of the closing agent; and

7.6.5 Seller's attorneys' fees, if any.

7.7 Possession. Seller shall deliver possession of the Land to Buyer on the Closing Date free and clear of all tenancies and rights of occupancy.

8. Adjustments and Prorations. The items set forth below shall be apportioned and prorated between Seller and Buyer as of the Closing Date so that credits and charges for the

period preceding the Closing Date shall be allocated to Seller, and credits and charges for all periods on and after the Closing Date shall be allocated to Buyer:

8.1 Ad Valorem Real Estate Taxes. The parties shall prorate ad valorem real estate taxes for the calendar year of Closing, as of the Closing Date, based on the actual number of days in the year. If the Closing occurs before the ad valorem real property taxes are fixed for the then-current year, the apportionment of ad valorem real estate taxes shall be based upon the prior year's ad valorem real estate taxes with maximum discount taken, unless a more current estimate of the ad valorem real estate taxes is available. Upon request by either Buyer or Seller, the ad valorem taxes for the year of Closing shall be re-prorated within thirty (30) days after issuance of the tax bill for the calendar year of Closing.

8.2 Non-Ad Valorem Assessments. Any non-ad valorem assessments, including but not limited to assessments imposed by SADs, CDDs, and property owners' associations, shall be prorated based on the fiscal year of the entity imposing the assessment. Assessments imposed on a calendar year basis shall be prorated as of the Closing Date in the same manner as ad valorem real estate taxes are prorated. Any assessments imposed on a fiscal year basis (for example, from October 1 through September 30 of the following year) shall be prorated as of the Closing Date based on the applicable fiscal year. Seller will be charged for the taxes and assessments attributable to any portion of the fiscal year prior to the Closing Date, and Buyer will be charged for the taxes and assessments attributable to any portion of the fiscal year on or after the Closing Date.

8.3 Survival. Each of the obligations set forth in this Section 8 shall survive Closing.

9. Condemnation. In the event that prior to the Closing Date a condemnation action is filed against all or a portion of the Land by any Governmental Authority, then within ten (10) Business Days after Seller provides written notice of the condemnation action to Buyer, Buyer shall elect by written notice to Seller, to either: (a) terminate the Agreement; or (b) proceed to Closing, in which case Seller shall pay Buyer the condemnation proceeds received by Seller for the Land, or assign to Buyer the rights to any condemnation proceeds to be paid for the Land, or any portion thereof.

10. Default and Remedies.

10.1 Seller Event of Default. If Seller fails to perform any obligation required to be performed pursuant to this Agreement, then Buyer shall provide Seller with notice thereof ("Notice of Seller Default"). If Seller's default is not cured within ten (10) days from the date of receipt of the Notice of Seller Default, the default shall constitute a "Seller Event of Default." Upon occurrence of a Seller Event of Default, Buyer may, as its sole and exclusive remedies, either: (i) terminate this Agreement, whereupon the parties shall be released of all further obligations under this Agreement; or (ii) seek specific performance of this Agreement. Buyer expressly waives any right to monetary damages for a Seller Event of Default under this Agreement.

10.2 Buyer Event of Default. If Buyer fails to perform any obligation required to be performed pursuant to this Agreement, then Seller shall provide Buyer with notice thereof (“Notice of Buyer Default”). If Buyer’s default is not cured within ten (10) days from the date of receipt of said Notice of Buyer Default, the default shall constitute a “Buyer Event of Default.” Upon occurrence of a Buyer Event of Default, Seller may, as its sole and exclusive remedies, either: (i) terminate this Agreement, whereupon the parties shall be released of all further obligations under this Agreement; or (ii) waive the Buyer Event of Default and proceed to Closing, subject to the other terms and provisions hereof. Seller expressly waives any right to monetary damages for a Buyer Event of Default under this Agreement.

10.3 Failure to Close. The failure of a party to close when required by this Agreement shall constitute an event of default without any requirement for notice or an opportunity to cure.

## 11. Representations.

### 11.1 Seller’s Representations. Seller hereby represents the following to Buyer:

11.1.1 Seller has the requisite power and authority to enter into and close the sale of the Land pursuant to the terms of this Agreement.

11.1.2 Seller is not subject to any bankruptcy, reorganization, insolvency, or similar proceedings.

11.1.3 Seller has not received any written notice of any actual, pending, or threatened litigation by any entity, individual, or Governmental Authority against Seller with respect to the Land, or against the Land.

11.1.4 The consummation of the transaction contemplated by this Agreement and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any other agreement, arrangement, understanding, accord, document, or instrument by which Seller is bound.

### 11.2 Buyer’s Representations. Buyer hereby represents the following to Seller:

11.2.1 Buyer is a municipal corporation validly existing and in good standing under the laws of the State of Florida. Buyer now has, and at Closing, Buyer will have the requisite power and authority to enter into and perform the terms of this Agreement. Buyer now has, and at Closing, Buyer will have the power and authority to acquire, own, and develop the Land.

11.2.2 The execution and delivery of this Agreement by Buyer and the consummation of the transaction contemplated by this Agreement have been duly authorized by all necessary parties, and no other proceedings on the part of Buyer are or at Closing will be necessary to permit it to consummate the contemplated transaction. This Agreement has been

duly executed and delivered by Buyer and is a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms.

12. Notices. All notices required to be given in connection with this Agreement shall be in writing and delivered by either: (i) certified mail, return receipt requested; (ii) nationally recognized overnight delivery service; or (iii) Portable Document Format ("PDF") sent via e-mail with delivery confirmation requested. Notice shall be deemed to have been given on the date it is received or refused by the party to receive notice. Notices shall be given to the parties at the following addresses:

Notices to Seller: Patricia Farley  
8602 SE Driftwood Street  
Hobe Sound, FL 33455  
Email: [patfarley402@gmail.com](mailto:patfarley402@gmail.com)

Notices to Buyer: City of Port St. Lucie, Florida  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Attention: Jesus Merejo, City Manager  
Email: [JMerejo@cityofpsl.com](mailto:JMerejo@cityofpsl.com)

With a copy to: City of Port St. Lucie, Florida  
121 SW Port St. Lucie Boulevard  
Port St. Lucie, FL 34984  
Attention: Richard Berrios, City Attorney  
Telephone: 772-871-5294  
Email: [RBerrios@cityofpsl.com](mailto:RBerrios@cityofpsl.com)

13. Miscellaneous Provisions:

13.1 Assignment. The rights of Buyer under this Agreement may not be assigned in whole or in part without the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned.

13.2 Amendment. This Agreement may only be modified or amended by an instrument in writing signed by both parties.

1.1 Computation of Time. Unless otherwise specified, the term "days" when used in this Agreement means calendar days. If any time period ends on a Saturday, Sunday or holiday officially recognized by the City or the federal government, the time period will end on the next succeeding Business Day.

13.3 Counterparts, Scanned Copies and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original document, and all

of which shall together constitute a single agreement. Scanned copies, .PDF, e-mailed copies, or other electronic signature of the signed Agreement shall be treated as originals.

13.4 Entire Agreement. This document constitutes the entire agreement between Seller and Buyer relating to the sale and purchase of the Land. There are no other agreements, understandings, warranties, or representations between Seller and Buyer.

13.5 Governing Law. This Agreement will be construed by, controlled, and enforced under the laws of the State of Florida. Venue for any dispute arising under this Agreement shall lie exclusively in the District Court in St. Lucie County, Florida. The provisions of this section shall survive the Closing or any earlier termination of this Agreement.

13.6 Radon Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county health department.

13.7 Severability. If any clause or provision of this Agreement is found to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement shall not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is legal, valid and enforceable.

13.8 Sovereign Immunity. Nothing in this Agreement shall be considered to increase or waive any limits of liability or waive any immunity afforded to Buyer by the Florida Statutes, case law, or any other source of Governmental Requirements.

13.9 Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

13.10 Time is of the Essence. Time is of the essence of each provision of this Agreement.

13.11 Cooperation. From and after Closing, upon the reasonable request of either party, at no cost or expense, Buyer and Seller agree to execute and deliver such further acts, deeds, documents, and assurances as may be reasonably required to further evidence and confirm the transaction as provided for in this Agreement, or as otherwise may be reasonably required or appropriate to carry out the transaction contemplated herein.

13.12 Waiver of Jury Trial. Buyer and Seller each knowingly, voluntarily and intentionally waives any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to, or from this Agreement or the Closing, including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements, or acts or omissions of either party which in any way relate to this Agreement.

Buyer and Seller have specifically discussed and negotiated for this waiver and understand the legal consequences of it. The provisions of this section shall survive the Closing or any earlier termination of this Agreement.

13.13 Force Majeure. Neither party shall be liable for any delays resulting from an event beyond such party's control that by its nature could not have been foreseen by such party, or, if it could have been foreseen, was unavoidable, provided that such events shall be the actual cause of the delay and specific to the non-performing party's obligations without its fault or negligence (as opposed to a general application of such foregoing event to a broader geographic area or group which does not in and of itself create a proximate impact upon such non-performing party's obligations) and may include acts of God, riots, acts of war, epidemics, governmental regulations or other causes beyond its reasonable control ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing party shall (i) make diligent efforts to expeditiously mitigate and remedy the problem causing such nonperformance, and (ii) provide prompt written notice to the other party after learning of a Force Majeure Event stating the nature and cause of the event, the anticipated length of the delay, the measures proposed or taken by the non-performing party to minimize the delay and approach to resume full performance under this Agreement, and the timetable for implementation of such measures.

[SIGNATURES ON FOLLOWING PAGES]

Signature Page  
for  
The City of Port St. Lucie

This Signature Page is attached to and made a part of that certain Purchase and Sale Agreement between Patricia Farley and the City of Port St. Lucie, a Florida municipal corporation.

The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Agreement.

City of Port St. Lucie, a Florida municipal corporation

By: \_\_\_\_\_  
Jesus Merejo, City Manager

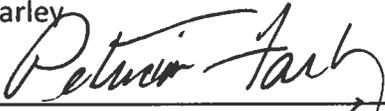
Date: \_\_\_\_\_

Signature Page  
for  
Patricia Farley

This Signature Page is attached to and made a part of that certain Purchase and Sale Agreement between Patricia Farley and the City of Port St. Lucie, a Florida municipal corporation.

The undersigned hereby approves and agrees to be bound legally by the terms and provisions of said Agreement.

Patricia Farley

By: 

Date: 2/3/2026

## Exhibit A

### **Legal Description of the Land**

Tract E, Port St. Lucie Section Nineteen, according to the plat thereof, as recorded in Plat Book 13, Pages 19, 19A to 19K, of the Public Records of St. Lucie County, Florida; and

Tract G, Port St. Lucie Section Thirty-Three, according to the plat thereof, as recorded in Plat Book 15, Pages 1, 1A to 1V, of the Public Records of St. Lucie County, Florida; less and except:

A portion of Tract G, Port St. Lucie Section Thirty-Three, recorded in Plat Book 15, Pages 1, 1A to 1V, of the Public Records of St. Lucie County, Florida, more particularly described as follows:

Commencing at the Southeast corner of Tract G, Port St. Lucie Section Thirty-Three, run North 20°56'20" West along the West Right of Way of Savona Boulevard 20.0 feet to the point of beginning.

From the Point of Beginning continue North 20°56'20" West along the West Right of Way of Savona Boulevard 50.0 feet to a point, thence run South 69°03'40" East 50.0 feet to the Point of Beginning.

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**AN APPRAISAL OF  
TRACT E, PT. ST. LUCIE SECTION 19  
(NE corner Savona Blvd. & Paar Dr.)  
PORT ST. LUCIE, FLORIDA**

PREPARED FOR  
Port St. Lucie City Commission  
c/o Betty Bollinger, Senior Legal Assistant  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL

DATE OF APPRAISAL: April 23, 2025 (date of inspection)

Prepared by:  
Daniel D. Fuller, MAI, SRA  
State-Certified General Real Estate Appraiser RZ567  
FULLER-ARMFIELD-WAGNER  
Appraisal & Research, Inc.  
**Serving – St. Lucie / Martin / Okeechobee Counties**

FAW Appraisal No. 20403

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**FULLER-ARMFIELD-WAGNER**

# **FULLER-ARMFIELD-WAGNER Appraisal & Research, Inc.**

Daniel D. Fuller, MAI, SRA, State-Certified General Real Estate Appraiser RZ567

700 22<sup>nd</sup> Place - Suite D4, Vero Beach, Florida 32960 – Mail: P.O. Box 152, Vero Beach, Florida 32961  
(772) 468-0787 / dan\_faw@bellsouth.net – Serving St. Lucie / Martin / Okeechobee Counties

May 6, 2025

Port St. Lucie City Commission  
c/o Betty Bollinger, Senior Legal Assistant  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL

**Re: Tract E, Port St. Lucie Section 19, Port St. Lucie, FL  
(NE corner Savona Blvd. & Parr Dr.)**

Dear Ms. Bollinger:

Per our engagement for appraisal services, on April 23, 2025, I inspected the referenced real estate analyzed the property's market segment to provide an opinion of the Market Value of the Fee Simple Interest in the real estate as of the date of inspection.

The appraisal adheres of the minimum standards set forth under Standards Rule 2-2(a) of the 2020-2021 Uniform Standards of Professional Appraisal Practice (USPAP), presented in a USPAP stated "Appraisal Report" format.

- Client: Port St. Lucie City Commission or Commission representatives.
- Use of the Appraisal/Report: The only intended use of this appraisal is for client acquisition negotiations.
- User of the Appraisal/Report: The only intended users of this report are the client and/or client representatives.
- The appraisal and report are subject to the Ordinary Limiting Conditions, Extraordinary Assumptions, and Certification included within this report.

Please find my opinion of the Market Value of the Fee Simple Interest in the subject of this appraisal within the Summary of Important Facts and Conclusions, and the Sales Comparison Approach Value Conclusion sections of the attached appraisal report.

I believe you will find my appraisal and appraisal report complete, but if there are questions, please contact me at your convenience.

Sincerely,



Daniel D. Fuller, MAI, SRA  
State-Certified General Real Estate Appraiser RZ567

DDF/asf #20403

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### **Summary of Important Facts and Conclusions**

Property Type: 3.34-acres tract of land.  
 Property Use "as is": Vacant as of the date of appraisal.  
 Property Location: Northeast corner of Savona Blvd. and Paar Dr., Port St. Lucie, Florida.

Purpose of Appraisal: Estimate Market Value – "as is"  
 Property Rights Appraised: Fee Simple

Date of Appraisal: April 23, 2025  
 Date of Inspection: April 23, 2025  
 Date of Appraisal Report: May 6, 2025  
 Appraisal prepared: April & May 2025  
 Property inspection by: Daniel D. Fuller, MAI, SRA  
 Report Format: USPAP stated "Appraisal Report"

#### Subject -

- Site: 3.34 acres
  - Street frontage: 455 feet – (Savona Blvd.)
  - 320 feet – (Paar Drive)
  - Depth: 320 feet
- Site Improvements: None
- Buildings: None

Zoning Classification: CG, General Commercial  
 Future Land Use Classification: CG, Commercial General

Flood Zone: FEMA map 12111C0400J (map not printed), 2/16/2012  
 Zone X - area of minimal flood hazard.

Census Tract: 3821.08

Highest and Best Use: Highest and best use includes an improvement in the neighborhood commercial market, although the maximally productive use of the subject, the use providing the highest return to the investment, is uncertain.

#### Value Conclusion

Market Value of the Fee Simple Interest in the subject 3.34 acres vacant tract of land "as is", subject to Ordinary Limiting Conditions and Underlying Assumptions, Extraordinary Assumptions, and Certification within this report, as of April 23, 2025, is:

**One Million Three Hundred Thousand Dollars \*\$1,300,000\***

---

**Property Type & Use “as is”**

Property Type: 3.34-acres tract of land.  
 Property Use “as is”: Vacant as of the date of appraisal.  
 Property Location: Northeast corner of Savona Blvd. and Paar Dr., Port St. Lucie, Florida.

**Scope of Work**

Ms. Betty Bollinger, Senior Legal Assistant, representing the Port St. Lucie City Commission, engaged my services to provide an opinion of the Market Value of the Fee Simple Interest in the subject 3.34 acres “as is” with my opinion of value subject to Ordinary Limiting Conditions and Underlying Assumptions, Extraordinary Assumptions, and Certification

The date of appraisal is April 23, 2025, the date of my inspection of the subject.

Market Value per Florida case law (State Road Department v. Stack, 231 So. 2d 859 FL 1<sup>st</sup> DCA 1969) defined as:

The amount of money that a purchaser willing but not obligated to buy the property would pay an owner willing but not obligated to sell, taking into consideration all uses to which the property is adapted and might be applied in reason. Inherent in the willing buyer-willing seller test of the fair market value are the following:

- A fair sale resulting from fair negotiations.
- Neither party is acting under compulsion of necessity (this eliminates forced liquidation or sale at auction). Economic pressure may be enough to preclude a sale’s use.
- Both parties having knowledge of all relevant facts.
- A sale without peculiar or special circumstances.
- A reasonable time to find a buyer.

**Fee Simple Estate** – Defined

*Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed.*

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

To form an opinion of the Market Value of the Fee Simple Interest the subject of this appraisal the following Scope of Work is required.

The subject consists of 3.34 acres of vacant land thus valuation via the Sales Comparison Approach is applicable.

Because the subject consists of undeveloped native land, via definition the Cost Approach is not a valid method of valuing the subject. Also, because undeveloped acreage tracts seldom lease to obtain an income stream the Income Capitalization Approach also is not applicable in the valuation process.

Research for sales / listings of comparable properties began within the subject’s neighborhood and then extended throughout the City of Port St. Lucie. Research located an adequate number of sales and listings for analysis and form an opinion of value.

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Research was conducted using public records, multiple listing services (MLS), commercial data services, and interviews with buyers, sellers, brokers, investors, et cetera. When possible, data gathered was verified with a knowledgeable participant of a transaction followed by analysis of the data to interpret market trends and then applying the analyzed data to the subject to form an opinion of the subject's value.

- Client: Port St. Lucie City Commission or Commission representatives.
- Use of the Appraisal/Report: The only intended use of this appraisal is for client acquisition negotiations.
- User of the Appraisal/Report: The only intended users of this report are the client and/or client representatives.
- The appraisal and report are subject to the Ordinary Limiting Conditions, Extraordinary Assumptions, and Certification included within this report.

**Appraisal Report Format**

Appraisal Report Format Defined - *Per Uniform Standards of Appraisal Practice (USPAP 2014-2015) – Standards Rule 2-2*, each written real property appraisal report must be prepared under one of the following options and prominently state which options is used: Appraisal Report or Restricted Appraisal Report.

Per the above definition, this report is a USPAP stated "Appraisal Report" format.

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### **Ordinary Limiting Conditions and Underlying Assumptions**

1. The value given in this appraisal report represents the opinion of the signer as to the Value AS OF THE DATE SPECIFIED. Values of real estate are affected by an enormous variety of forces and conditions will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.
2. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however, similar the same may be.
3. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.
4. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction, or question of title, unless so stated.
5. Easements may or may not be recorded or may exist by customary use or by other legal means. The appraiser has not nor is he qualified to search legal records for easements. Because rights of others can have influence on real estate values, the values reported herein are predicated on a qualified legal opinion that the assumption above regarding easements and the rights of others is representative of actual conditions.
6. Information as to the description of the premises, restrictions, improvements, and income features of the property involved in this report is as has been submitted by the applicant for this appraisal or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.
7. The physical condition of the improvements described herein was based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were made of the same. The property is assumed to be free of termites and other destructive pests.
8. Possession of any copy of this report does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and in any event, only in its entirety.
9. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.
10. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made.
11. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.
12. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless non-compliance is stated, defined, and considered in the appraisal report.
13. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field, if desired.

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### **Extraordinary Assumptions -**

Extraordinary Assumptions – *Uniform Standards of Professional Practice (USPAP), 2014-2015, ed.*  
An assumption, directly related to a specific assignment, which, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

1. Site dimensions and size are from Plat of Port St. Lucie Section 19, recorded in plat book 13, pages 19, 19A to 19K of the Public Records of St. Lucie County, Florida, and site data from the identified document is assumed accurate.
2. The subject is partially overgrown thus interior inspection was limited to partial on foot inspection and aerial photographs to assist in describing subject within this report, and my opinion of value assumes subject's physical features are as described within this report.
3. The U.S. Fish and Wildlife Service National Wetlands Inventory map of surface waters and wetlands report the subject does not contain identifiable "wetlands". My opinion of value assumes the findings accurately represent the subject's topography.
4. Although the initial the effects of the national coronavirus pandemic on real estate demand and prices were largely unknown, upon Florida's opening for business in mid-2020 demand in the state and local residential real estate markets quickly increased to historic levels, followed in some instances with significant price increases. Thus, it appears rather than a negative effect on demand, the pandemic was positive to residential property values in Florida. Within other market segments demand recovered somewhat slower and although demand seems to have levelled off in all market segments, it does not appear the covid pandemic is affecting the market segments as of the date of appraisal.

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**Certificate of Appraisal**

I certify that, to the best of my knowledge and belief:

- a) The statements of fact contained in this report are true and correct.
- b) The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- c) I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- d) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- e) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- f) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- g) My analysis, opinion, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- h) On April 23, 2025, Daniel D. Fuller, MAI, SRA, inspected the property that is the subject of this report.
- i) No one provided significant real property appraisal assistance to the person signing this certification.
- j) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirement of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute including the Uniform Standards of Professional Appraisal Practice.
- k) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- l) "As of the date of this report, I, Daniel D. Fuller, MAI, SRA, have completed the requirements under the continuing education program of the Appraisal Institute."
- m) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- n) I have not appraised this property in the three years prior to engagement for this appraisal assignment and I have not in any capacity performed any other services related to this property within the three years prior to this assignment.



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Daniel D. Fuller, MAI, SRA  
State-Certified General Real Estate Appraiser RZ567

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**Owner of Record and Sales History**

Fairly, Patricia  
8613 SE Banyan Tree St.  
Hobe Sound, FL 33455

**Sales History**

To the best of my knowledge the most recent non arm's length transaction on the subject's title occurred September 1, 2009. Because the transaction was internal and some 16 years old, the sale is not further analyzed in this report.

**Listing History**

The subject was listed for sale approximately two months prior to the date of appraisal. The listing price is \$2,200,000. The listing remains active and is analyzed in the Sales Comparison Approach section of this report.

**Sale / Purchase Contracts**

Per the listing Realtor, there are no known sale contracts on the subject.

**Leases**

The subject is not leased.

**Deed Restrictions**

I am unaware of the existence of deed restrictions on the subject.

**Legal Description**

The following legal description is composed by the appraiser from the most recent title transfer on the subject occurring September 1, 2009:

Tract "E", Port St. Lucie Section Nineteen, per Plat Book 13, Pages 19, 19A to 19K of the Public Records of St. Lucie County, Florida.

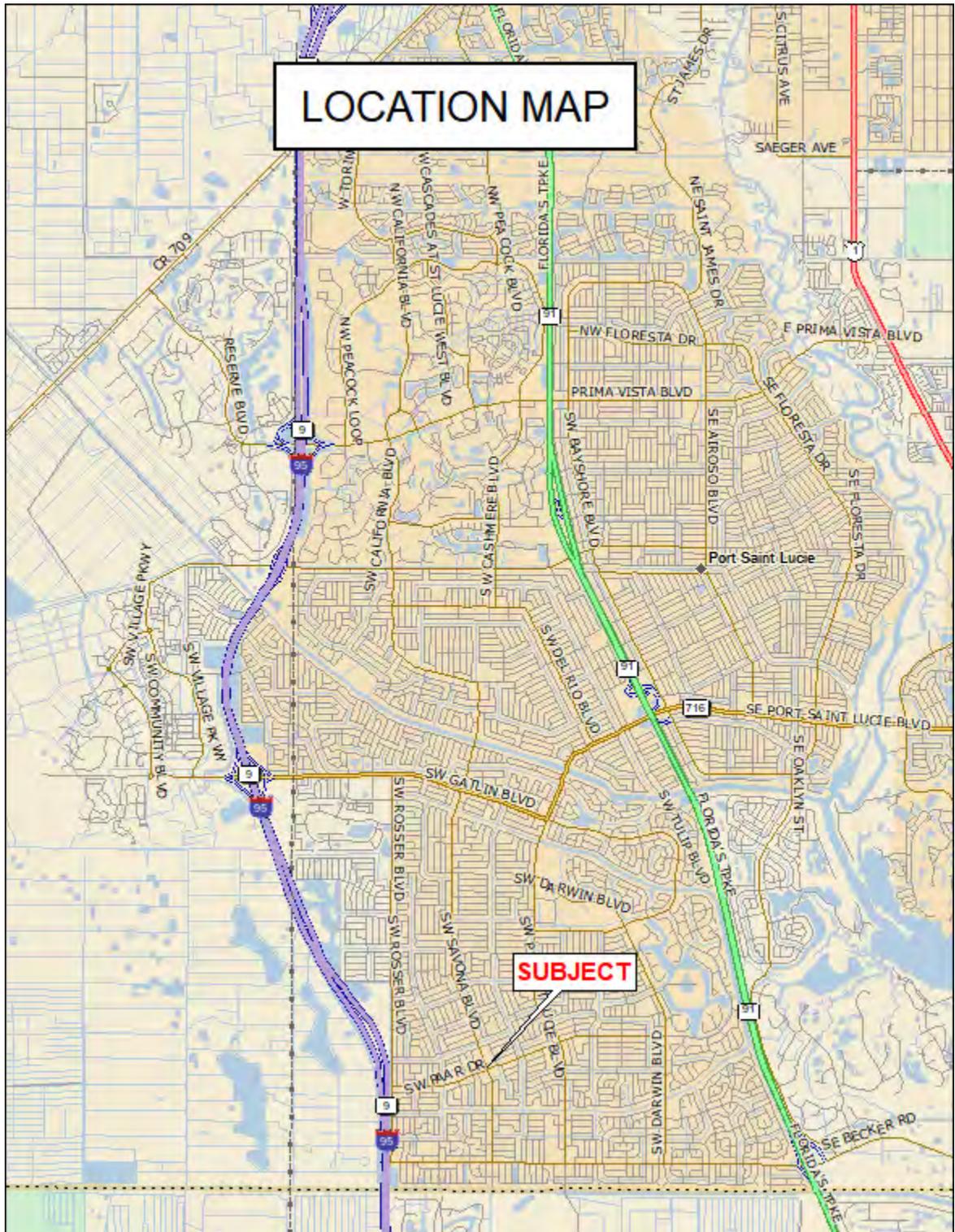
**Easements**

As per recorded Plat Book 13, Page 19, 19A to 19K, there are 10 feet wide easements along subject's north and east property lines for utilities and drainage.

There is a utility box of some type located in the SE corner of the subject. The utility box appears to be located on the subject via an easement. The area impacted is nominal for the property's size, thus the subject remains functional for development.

I am unaware of any other easements on the subject, but easements may not be recorded or may exist by customary use or by other legal means. See Ordinary Limiting Condition #5.

See the following Location Map Exhibit followed by Photograph Exhibit of the subject.

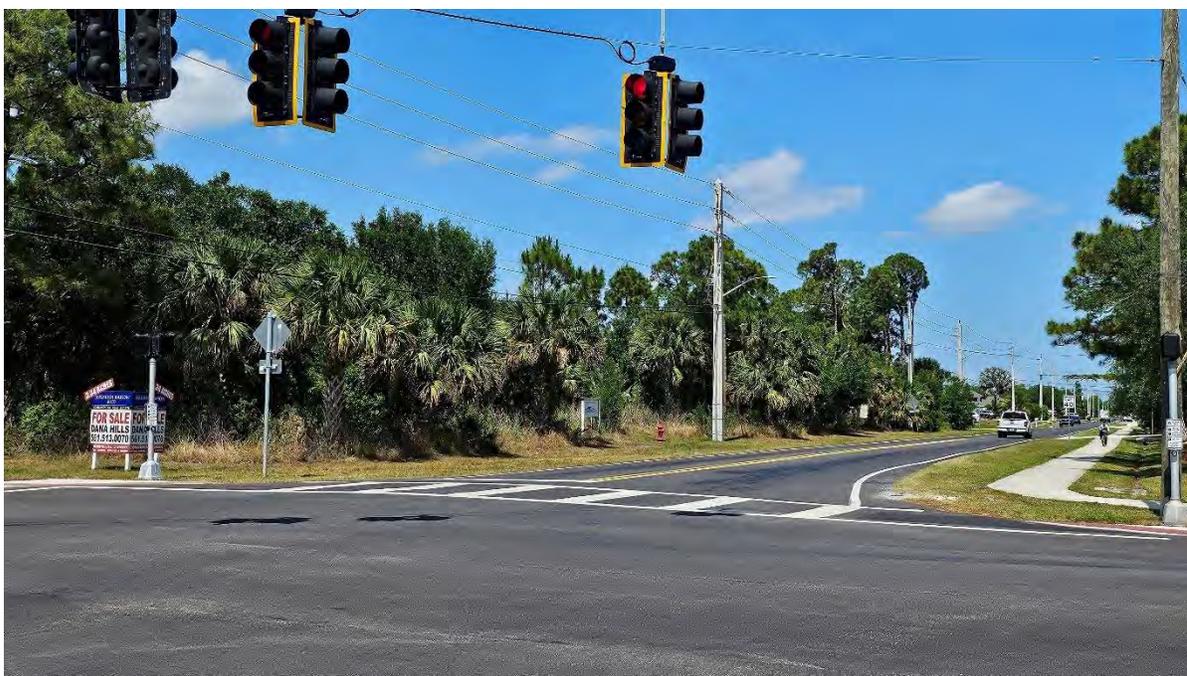


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Subject Photographed 04/23/2025



Subject - corner view Savona Blvd. (left) & Paar Dr. (right)



Easterly view along subject's Paar Dr. frontage



Southerly view along subject's Savona Blvd.. frontage



General internal view near subject's SE corner



General internal view near subject's NW corner

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## **Area Data**

St. Lucie County Area Data is located within Addendum A of this report. In brief:

- The subject is located within the interior of the southerly end of General Development Corporations west approximate 1/3 of the original Port St. Lucie plats, immediately north of the south line of St. Lucie County.
- Port St. Lucie was incorporated in the early 1960's with population in 2010 of 164,603, and 2020 US Census Bureau population estimate of 202,914, an increase of approximately 23% for the ten-year period (2.3% per year).
- Fort Pierce is the oldest city with a 2010 census population of 41,590 and 2020 US Census Bureau population estimate of 44,476, an increase of approximately 6.9% for the ten-year period (0.69%/year).
- St. Lucie Village is a mostly residential community with a population of some 600 persons, and historically very little change in the community thus the community has nominal impact on the County.
- The 2010 census placed the County's total population at 277,789 with 2020 US Census Bureau population estimate of 322,265, an increase of approximately 16% for the ten-year period (1.6% per year).
- Over the past ten years the population growth within the city of Fort Pierce remained relatively nominal and is expected to continue to grow at a relatively slow pace. The majority of the near-term growth in St. Lucie County is expected to occur in and surrounding the city of Port St. Lucie. To a great degree this occurs because the city of Ft. Pierce has little vacant land for new growth vs. the large acreage tracts incorporated within the southwest environs of the city of Port St. Lucie available for development. Thus, a majority of the County's near-term growth is expected to occur in and around the city of Port St. Lucie with near term growth in the city of Ft. Pierce and northerly St. Lucie County expected to continue at its slow to modest development pace.
- Prior to the announcement of the coronavirus pandemic real estate conditions throughout St. Lucie County were strengthening, although depending upon location, strengthening occurred at different levels. Post pandemic, demand in residential markets significantly strengthened as did demand in the industrial markets, with demand in the retail, office and institutional experiencing slower recovery. However, demand in all markets again softened as mortgage rates increased in about the 2<sup>nd</sup> quarter or 2022, followed by demand generally softening in all market segments, but it appears conditions in all market segments are stabilizing yet it is likely long-term trends in all markets will not be clearly defined for several months. But, regardless of current market conditions, long term growth within the city of Fort Pierce is expected to continue at its historic modest to slow pace while growth within and adjacent to the city of Port St. Lucie will remain strong.

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## **Neighborhood Data**

Neighborhoods are defined as – Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal, 6th ed.*

1. A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.
2. A developed residential superpad within a master planned community usually having a distinguishing name and entrance.

### **Neighborhood Boundaries**

The subject is located within the interior of the southerly end of General Development Corporations west approximate 1/3 of the original Port St. Lucie (PSL) plats, immediately north of the south line of St. Lucie County.

The original City is generally some ten to twelve miles north-south, plus surrounded by the original “westerly” PSL neighborhood a 4,600 acres tract of land was permitted in the late 1980’s to St. Lucie West PUD.

The city of Port St. Lucie platted and developed by the General Development Corporation can be divided into three broad neighborhoods defined by physical barriers. In the late 1980’s Port St. Lucie expanded with the addition of the 4,600 acres St. Lucie West PUD, followed by the Tradition PUD, and other planned developments, the city has grown generally westerly as there is very nominal area east of the city for expansion.

The original Port St. Lucie plats generally consist of the “east” neighborhood lying east of the St. Lucie River and generally west of the Savannahs, a state-owned preservation/recreation area. East-west the area is some two to three miles. The St. Lucie River is a natural river draining northerly and westerly St. Lucie County, eventually connecting to the Indian River to the south within Martin County. U.S. Hwy. 1 further divides the east neighborhood in the approximate east-west center. North-south from the south county line the neighborhood is some four to five miles,

The center city neighborhood is defined by the St. Lucie River on the east and the Florida Turnpike on the west. The east-west distance is some two to three miles. North-south the neighborhood is some eleven miles between the south county line and Midway Road with the north-south center of St. Lucie County. Within this area there are no major waterways or highways further separating the neighborhood, but there are platted arterial streets which generally have been expanded by the city to accommodate traffic volumes with these streets becoming commercial or quasi commercial corridors. Most of the city’s governmental offices are located within the approximate center of this neighborhood.

The original “westerly” neighborhood consists of the area confined by the Florida Turnpike on the east and Interstate 95 on the west, an east-west distance of some three to four miles. The neighborhood is again some eleven miles north-south between the Midway Road on the north and the south county. Within this area of Port St. Lucie there are two prominent interior streets, Port St. Lucie Boulevard connecting the city of Port St. Lucie to Martin County to the south. Plus, Gatlin Boulevard runs generally east-west connecting to an I-95 interchange and extending west of I-95 into the Tradition DRI. Additionally, within the past fifteen years the city developed the Crosstown Expressway connecting U.S. 1 on the east to the Tradition neighborhood on the west and recently opened to CR 609 (Rangeline Road) on the city’s current west boundary.

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There are other heavily traveled streets, but most streets are neighborhood types. Also traversing southwesterly through the northerly 1/3 of the west neighborhood there is the South Florida Water Management District canal, C-24. Canal C-24 splits the neighborhood and is relatively substantial thus there are some market premiums for properties located along the canal.

St. Lucie West is designed as a self-contained community with commercial/industrial neighborhoods for employment, retail and entertainment activities, plus county governmental facilities, all supported by a variety of housing neighborhoods. Most of the St. Lucie West PUD housing is built-out with commercial and industrial areas some 85% developed. While mostly self-contained, the St. Lucie West PUD is a part of the city of Port St. Lucie supported by PSL police and other governmental functions.

West of I-95 and southwest of the original west Port St. Lucie neighborhoods, there is a relatively new neighborhood of Tradition. The Tradition DRI (including Tradition West) is planned to cover an area some three to four miles east-west and two to five miles north-south.

West of I-95 and southwest of the original west Port St. Lucie neighborhoods, there is the relatively new "Tradition" neighborhood. Within the "Tradition" neighborhood the Tradition DRI, essentially phase I, covers some 3,000 acres. Tradition DRI is proposed to be developed with some 6,845 residential units, 300 assisted living units, 150 hotel rooms, 1,123,000 square feet of commercial space, 350,000 square feet of office space, plus school and other public sites. Overall, Tradition DRI covers some 8,300 acres but final plans are not in place for complete development. The first phase of Tradition residential development is approximately 90% complete. Per 2024 census estimates, the population count within Tradition DRI, adjacent Southern Grove DRI, Verano DRI, and adjacent neighborhoods west of I-95 and south of The Reserve neighborhood, is in the range of 24,568 residents.

Subject's more immediate neighborhood lays west of north-south Port St. Lucie Boulevard and east of Interstate 95, with the neighborhood's north boundary Gatlin Boulevard, and its south boundary SFWMD canal C-23 which is also the south line of St. Lucie County. The neighborhood is some 4.0 miles north/south and some 1.75 miles east/west. The subject is located in the south-central area of the neighborhood.

The neighborhood is mostly residential developed with homes located to the typical 80 feet x 125 feet platted lots. There are several tracts similar to the subject throughout the city as part of the numerous General Development Corp. platting of the city.

East of I-95, the westerly original Port St. Lucie neighborhood is mostly residential developed on 10,000 square feet General Development platted lots. Sections 19 & 33 adjacent to the I-95/Becker Road interchange the residential lots are an estimated 85% developed.

As of the date of appraisal, within subject's immediately neighborhood consisting of city identified neighborhoods of Planning areas 45a – Rosser Reserve, and 45b Woodland Trails (subject's immediate neighborhood), the 2024 population count is in the range of 19,371 at what appears to be 85% build-out with numerous homes under construction throughout the neighborhood and at the current pace of home development within the city the subject's immediate neighborhood could be built-out within the next two years. Lots prices within the neighborhood are in the \$100,000 to \$145,000 range within home prices in the \$450,000 to \$550,000 range.

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Within the NW corner of the subject's broad neighborhood there is a community size retail area occupied by a Super Walmart, and a Sam's Wholesale Club, Home Depot, Bass-Pro, plus out parcel development and other free standing retail properties fronting Gatlin Boulevard. Also, within the northeast area of the neighborhood there is a community size retail center with a Publix grocery and a Walmart neighborhood grocery. Within the SE corner of the neighborhood, east of the Florida Turnpike there is a retail center also with a Publix grocery anchor tenant, plus a modest size hospital is under construction adjacent to the retail center. East of subject at the intersection of Port St. Lucie Boulevard and Paar Drive there are two modest size neighborhood retail centers. Also, at the SW corner of Becker Road and Port St. Lucie boulevard a Wawa was constructed in 2024, the first commercial development at the intersection. Plus, moving west of I-95, commercial properties are under development.

Also, across the street from the subject, a 3.45 acres tract is in the approval process development with a Sovanna Plaza retail center. Also, throughout the neighborhood there are several small acreage sites improved with religious facilities or private clubs. While there are a few vacant sites like the subject available for development, when developed it is unlikely the residential population will look westward to the developing "Tradition neighborhoods" west of Interstate 95.

A map depicting the subject's broad original Port St. Lucie neighborhoods, including the St Lucie West PUD, and westerly the Tradition DRI comprise the following Exhibit.

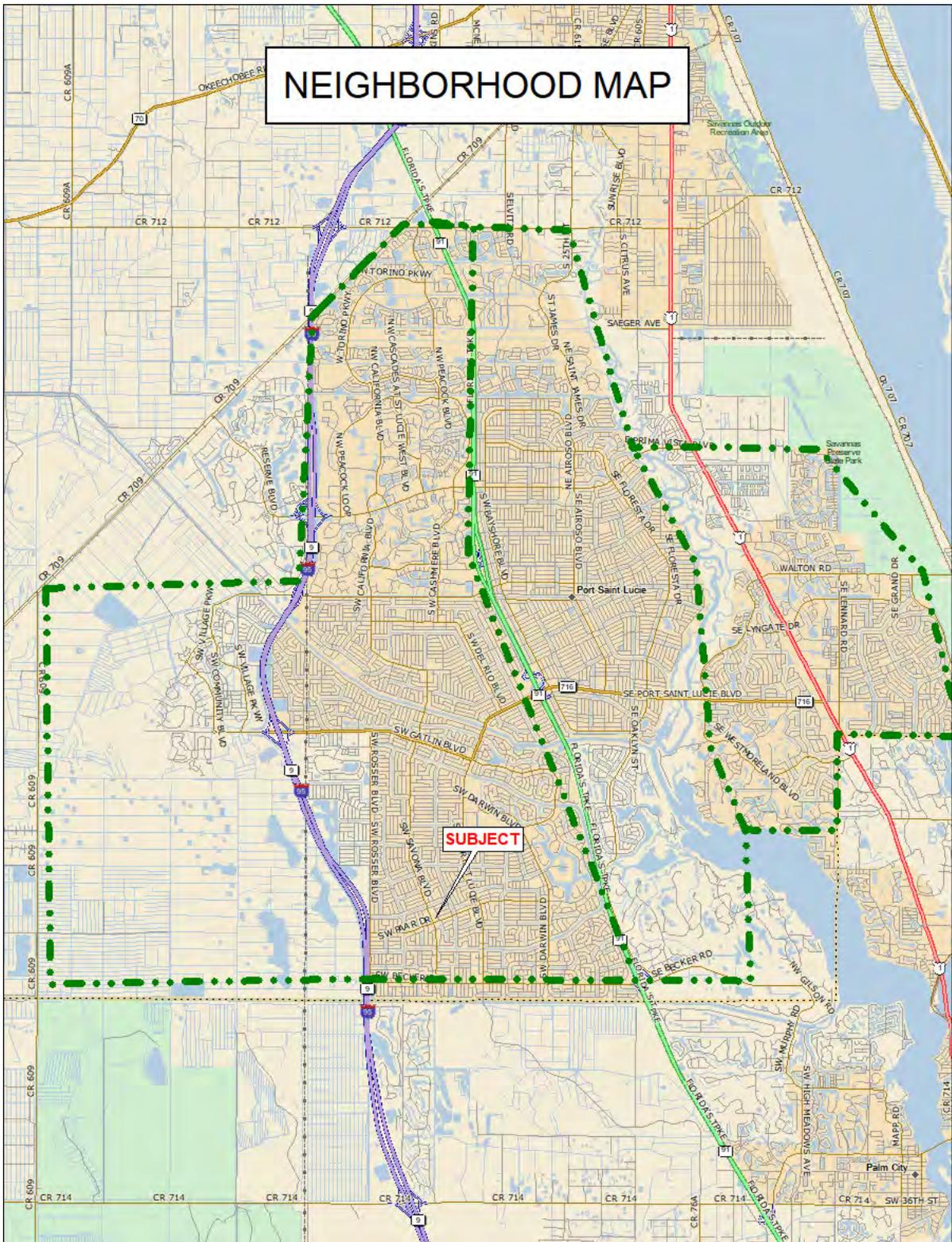
#### Highway Access

U.S. 1, an arterial highway, providing primary inter- and intra-municipal access along the East Coast of Florida, including providing north/south access within the eastern 1/3 of the City of Port St. Lucie.

The Florida Turnpike is a limited access north-south highway. Within the City of Port St. Lucie, there are two interchanges, one in the center of the city at Port St. Lucie Boulevard and one at the south end of the city at Becker Road, approximately 3.5 miles southeast of the subject.

Interstate 95, west of the subject is the next most prominent highway within the City of Port St. Lucie with four interchanges and the potential of others as the city grows, including the I-95/Becker Road interchange, approximately 2.0 miles southwest of the subject.

Within the broad neighborhood there are inter-city collector streets such as Gatlin Boulevard, Port St. Lucie Boulevard, Savona Boulevard, Darwin Boulevard, plus hundreds of miles of neighborhood streets. Overall, traffic flow throughout the city is generally average to good. There are congested streets during peak traffic hours which is not atypical for Florida's developing communities.



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### Economic Trends

The City of Port St. Lucie historically depends on construction as the economic mainstay. With the strong population growth post coronavirus pandemic economic shutdown, residential construction continues as a strong economic mainstay. Also, construction in industrial/distribution properties greatly strengthened post-pandemic, plus specialty commercial developments, i.e. Starbuck's, Wawa C-stores and various free standing restaurant properties, hotels, etc. are developing at a strong pace within the city. Also, with the construction of the Cleveland Clinic (fka Martin Memorial Health Services) hospital within the "Tradition" neighborhood, ancillary support properties in the medical community are developing, i.e. physical office buildings.

Plus, the "Tradition" neighborhood, including Southern Grove and northerly adjacent Kolter Homes, Verano/Astor Creek are experiencing strong development in the residential markets, plus Kolter Homes is in the approval process for an 8,600 homes community within St. Lucie County, immediately northwest of the "Tradition" neighborhoods, plus within the NW corner of the city the Wylder project of some 4,000 homes is under development. With the demand and future inventory of developable residential land, national homebuilders are attracted to the city.

The original General Development Corp neighborhoods have also witnessed strong demand for new housing, with home builders feverishly buying vacant sites scattered throughout the city, bringing development levels to 80% to 90% within the original city residential neighborhoods.

### Conclusion

Subject to continuing stable to strong national and regional economic conditions, demand for new modest price housing is expected to continue at a relatively strong pace within the original Port St. Lucie neighborhoods, supporting new commercial and industrial projects and within the subject's immediate neighborhood with the recent infill residential development, demand for commercial projects will continue until sites like the subject are absorbed which at the current pace could occur within the next five years.

<b>CENSUS TRACT</b>
<p>A small, relatively permanent statistical subdivision of a county delineated by a local committee of census data users for the purpose of presenting data. Census tract boundaries normally follow visible features but may follow governmental unit boundaries and other nonvisible features in some instances; they always nest within counties. Designed to be relatively homogeneous units with respect to population characteristics, economic status, and living conditions at the time of establishment, census tracts average about 4,000 inhabitants. They may be split by any subcounty geographic entity. (US Census Bureau)</p> <p>Source: Appraisal Institute, <i>The Dictionary of Real Estate Appraisal</i>, 6th ed.</p> <p><b>Per St. Lucie County Census Maps subject is located within Census Tract 3821.06.</b></p>

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### **Zoning and Land Use Classifications**

Authorization: Port St. Lucie City Commission  
 Administration: Port St. Lucie Planning / Zoning Department

#### **Zoning Classification Details – General Commercial Zoning District (CG)**

The purpose of the general commercial zoning district (CG) shall be to locate and establish areas within the City which are deemed to be uniquely suited for the development and maintenance of general commercial facilities. Said areas to be primarily along established highways where a mixed pattern of commercial usage is substantially established; to designate those uses and services deemed appropriate and proper for location and development standards and provisions as are appropriate to ensure proper development and functioning of uses within the district. This district incorporates most of those uses formerly designated shopping center commercial (CSC) and resort commercial (CR).

#### **Future Land Use Classification – Commercial General (CG)**

Designated to accommodate general retail sales and services with restrictions on heavy vehicular sales, services, wholesale, warehouse uses, outdoor storage, or other nuisance uses.

#### **Conclusion**

The subject's is within zoning (CG) and future land use classifications of (CG) General Commercial. The classifications accommodate general retail sales and services with restrictions on heavy vehicular sales, services, wholesale, warehouse uses, outdoor storage, or other nuisance uses.

Generally, most general commercial type improvements are permitted, i.e., retail, offices; improvement types appropriate for the location, but as noted there are restrictions such as heavy vehicular sales, services, wholesale, warehouse uses, outdoor storage, or other nuisance uses.

<b>UTILITIES</b>	
<b>SERVICE</b>	<b>PROVIDER</b>
Electric	Port St. Lucie Utilities
Water	Port St. Lucie Utilities
Sewer	Port St. Lucie Utilities
Trash	Private carrier contracted thru City Commission
Utilities are typical for the property type.	

<b>FLOOD ZONE DESIGNATION</b>		
<b>FEMA MAP #</b>	<b>MAP DATE</b>	<b>FLOOD ZONE</b>
12111C0400J (map not printed)	February 16, 2012	X
Flood Zone X – area of minimum flood hazard.		

### **Assessed Value and Taxes**

The major taxing authorities for the subject include St. Lucie County, the City of Port St. Lucie, and the St. Lucie County School District. Taxes are calculated utilizing Assessed Values estimated by the St. Lucie County Property Appraiser and millage rates set by the Tax Collector using various taxing districts' approved budgets. Taxes are assessed in arrears based on valuations as of January 1<sup>st</sup>, of the tax year. Tax bills are published in November of the tax year and become payable April 1st of the following year.

Florida's Constitution requires all property to be appraised to its "Just Value", a concept which is not adequately defined by Florida statutes. While it is generally taken to mean "Full Value", in practice, assessments vary widely and do not provide a reliable indication of Market Value as defined herein.

The 2025 assessments and taxes will be published in the 3<sup>rd</sup> quarter of 2025, thus for this appraisal the 2024 assessment and taxes are reported as follows:

<b>Tax Parcel ID</b>	<b>Market "Just" Value Assessed Value</b>	<b>Assessed Value</b>	<b>*Taxes / **Non-ad valorem assessments</b>
3420-590-0005-000/8 (3.34 acres)	\$327,400 (\$2.25/SF)	\$327,400 (\$2.25/SF)	*7,321.89 / **\$1,751.31

\*Taxes and non-ad valorem assessments are reported prior to discounts for early payments.

\*\* Non-ad valorem assessments are applied for PSL Stormwater Improvement/Maintenance

### **Reasonableness of Assessment**

Based on typical assessment ratios the Property Appraiser's Market "Just" Value calculates to 25% of my opinion of subject's market value which is an extremely low ratio thus upon sale of the subject at my opinion of market value the assessments will increase followed by an increase in taxes.

### **Taxes**

Historically tax rates remained relatively level, but in 2009 with significant declines in property values, several taxing authorities experienced revenue shortages thus the taxing authorities began to increase tax rates. Increases occurred through 2014 when values began to stabilize and increase. Future tax rates are uncertain, but it appears for the near-term rates have stabilized.

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## **Site Description**

### **Size (area & dimensions)**

- Site Area: 3.34 acres (145,490sf)  
Street frontage: 455 feet – (Savona Blvd.)  
320 feet – (Paar Drive)  
Depth: 320 feet
- See the following Plat map & Aerial map Exhibit.

### **Shape**

- Rectangle. The subject's shape is functional. There is a small area in the SE corner of the site improved with utility box of some type, but the area is nominal size, thus the area should not be a negative to developing the subject.

### **Topography and Drainage**

- The subject is partially wooded with maturing oaks, and pines, and it appears the interior was cleared in the past, but ground cover has again taken over, therefore the total topography could not be negotiated for complete inspection, but it appears at natural grade with drainage is via percolation. It is also noted the mature oak trees will require mitigation costs if removed for development.
- Per the U.S. Fish and Wildlife Service National Wetlands Inventory map of surface waters and wetlands, there are no classified "wet" areas on the subject.

### **Access – Exposure**

- Subject has 455 feet frontage on Savona Boulevard, plus 320 feet of frontage on Paar Drive for access and exposure, thus, subject's access and exposure are rated as good.

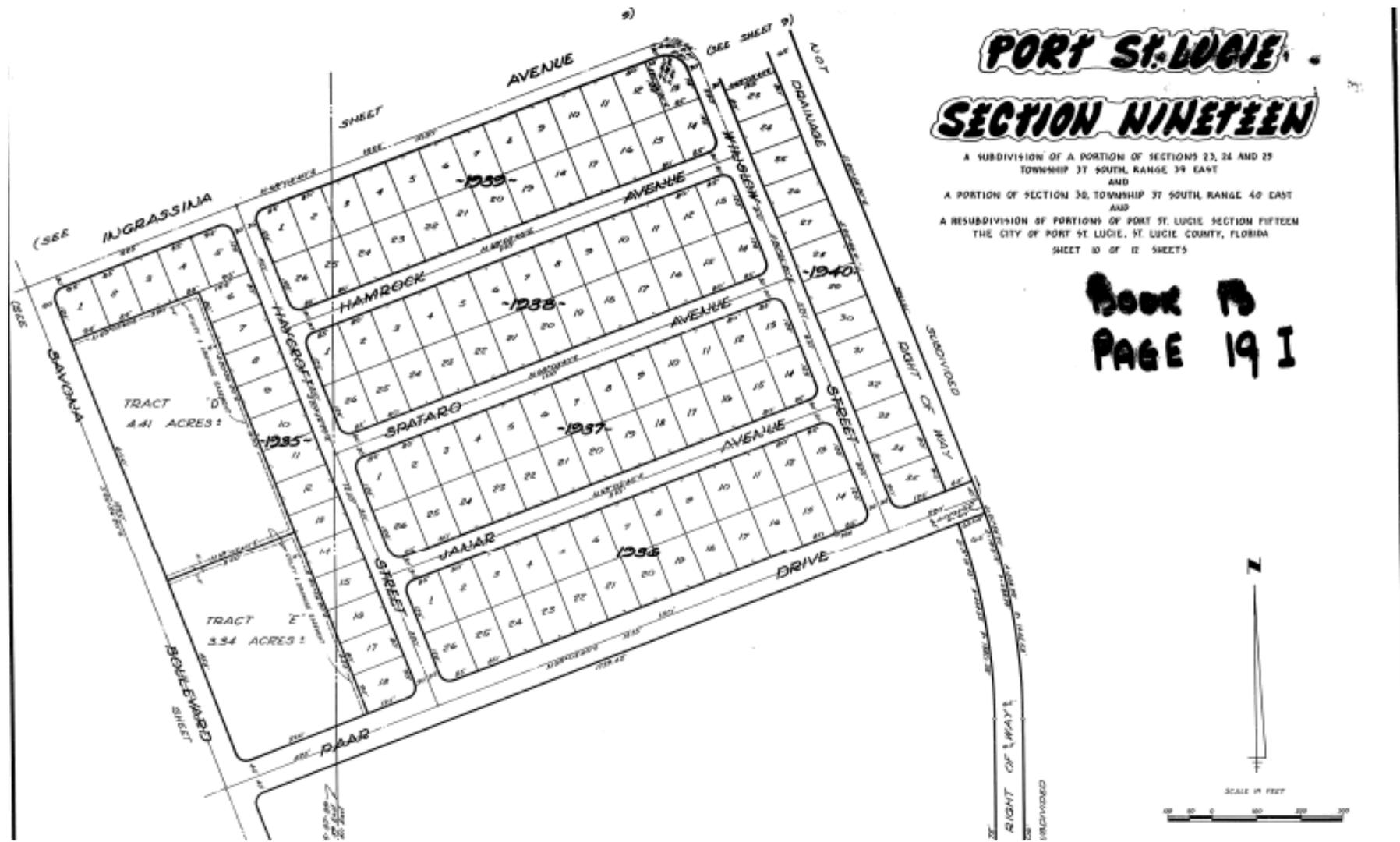
### **Adjacent Properties**

- The subject fronts two neighborhood collector streets. Along the subject's east property line there are six residential sites, with five sites improved with detached single-family residences. North of the subject there is a three-acre site improved with the Treasure Coast Church of God 7<sup>th</sup> Day Fellowship property. West across from the subject, fronting Savona Boulevard, there is a vacant 3.45 acres site in permitting for the Savona Plaza retail center. North of the proposed development site there is the Treasure Coast Church of God facility, and south of the subject along the south side of Paar Drive there is the Port St. Lucie Bible Church facility. Finally, at the southwest corner of Savona Boulevard and Paar Drive there is a 3.18 acres vacant site, similar to the subject.
- The identified properties do not negatively affect the subject, in my opinion.

### **Overall**

- No on or off-site negatives were noted.

Plat Exhibit



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Aerial Map of Subject



**FULLER-ARMFIELD-WAGNER**

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## **Highest and Best Use**

The value of real property is directly related to the use to which it can be put. It follows that a parcel may have several different value levels under alternative uses. Accordingly, the property appraised herein is appraised under its Highest and Best Use, which is defined as:

"The reasonably probable of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financially feasible, and maximum productivity". Generally considered the standards for Highest and Best Use analysis.

Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2016)

The subject requires analysis of highest and best use "as vacant" as follows:

### **Physically Possible Use**

A property has the potential to be developed with an almost infinite range of improvements, broadly categorized as commercial, industrial, residential, agricultural, institutional, and governmental. The following is a summation of the primary physical considerations for development:

- Physically the subject is a modest size of 3.34 acres.
- The subject has a functional rectangle shape with extensive street frontage on Savona Boulevard and Paar Drive.
- The subject's street frontage provides subject good exposure and good access for development.
- The subject requires clearing, leveling, and fill for development, but other than potential tree mitigation, the subject's topography is development friendly.

In summary, physically the subject is a functionally developable site with potential to support a wide range of improvement types.

### **Legal Permissible Use**

The primary legal constraints are zoning and land use classifications, deed restrictions, concurrency, etc. In the subject's case: the subject is under the CG, Commercial General zoning classification and the CG, General Commercial future land use (FLU) classification.

- "As appraised" under the zoning and FLU classifications, the subject can be developed with a wide range of commercial improvement types.
- Also, there may be other permitted improvement types under special exceptions, i.e., a house of worship as have developed on similar neighboring sites.
- There are typical drainage and utility easements along subject's lot lines. The easements are typical for similar properties and are not negatively encumbering the subject's functional utility.
- There is no adjacent privately owned property available for assemblage to develop a large project.

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In summary, legally the subject can be developed within the commercial improvement market or there may be low intensity improvement types permitted, i.e. a religious facility.

Financially Feasible/Maximally Productive Use

Economically, the Highest and Best Use of a property is one which will return the highest income for the investment in the property type. Of the potential financially feasible uses, the use that produces the highest price or value consistent with the rate of return warranted by the market for that use is the Highest and Best Use.

Physically and legally the subject can support commercial improvements, i.e. office, retail, and there is potential for development with a religious facility.

The subject's location is somewhat secondary, although neighborhood traffic is relatively strong on the subject's Savona Boulevard and Paar Drive bordering streets providing subject good neighborhood exposure.

Single family residential development is dominate and demand remains strong in the detached single family residential markets providing support for neighborhood businesses but there are few neighborhood retail commercial projects to house neighborhood businesses.

Within the subject's immediate neighborhood similar tracts of land are developed with religious and/or service club facilities and easterly at the intersection of Port St. Lucie Boulevard and Paar Drive (a high-volume traffic intersection) there are two multi-tenant retail properties. The financial feasibility of new retail commercial construction on the subject, except the similar property west of the subject is in the permitting process for a retail center suggesting such a project may be a financially feasible use. Also, it is noted that within the broad neighborhood modest size sites with superior exposure locations are developing with various owner-occupied improvements, i.e. a restaurant, pest control company office, and a medical facility are planned.

Therefore, it is my opinion there is potential for developing a financially feasible use in the neighborhood commercial market although the maximally productive use for the subject is uncertain with further in-depth analysis beyond the scope of this assignment required to establish the maximally productive use.

Conclusion of Highest and Best Use

In summary, in my opinion, the subject's highest and best use includes an improvement in the neighborhood commercial market although the maximally productive use for the subject, the use providing the highest return to the investment, is uncertain.

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## **Valuation Process**

The property type requires valuation via the Sales Comparison Approach. Valuation begins with research and analysis of sales of similar acreage properties to form an opinion of the Market Value of the Fee Simple Interest in the subject “as is”.

### **Valuation 3.34 acres “as is” – via Sales Comparison Approach**

Sales Comparison Approach - Source, *Appraisal Inst., Dictionary of Real Estate Appraisal, 6th ed.*

The process of deriving a value indication for the subject property by comparing sales of similar properties to the being appraised, identifying appropriate units of comparison, and making appropriate adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.

A summary of the legal and physical details of the properties analyzed along with a summary of analysis is presented in the following Exhibit, followed by a map locating the properties.

#### **Comparable Selection**

The subject is a 3.34 acres site located within a predominately detached single family residential neighborhood.

In addition to the current listing of the subject, research for closed sales and/or listings of properties similar to subject began within subject’s immediate neighborhood and then expanded throughout the city of Port St. Lucie. Within the subject’s immediate and broad neighborhood research found three closed sales, and three listed properties for analysis, plus providing further support two closed sales of properties located within a somewhat higher demand neighborhood are also analyzed.

The properties generally range in comparability from very similar to below average and following analysis of comparability to the subject each property is weighed accordingly as an indication of the subject’s value.

#### **Unit of Comparison**

In the case of commercial zoned properties in the subject’s size class market participants typically analyze properties based on sales price square feet which is the unit of comparison utilized for the following analysis.

#### **Adjustment Process**

At times adjustments to sales prices may be required for transaction/economic conditions such as non-cash equivalent financing, unusual sale conditions and/or change in market conditions can affect sales prices, or adjustments may be required for observed physical differences between the analyzed properties and the subject.

The following discussion first addresses transaction/economic conditions beginning with cash-equivalent financing, and then conditions of sale, followed by changing market conditions.

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Financing – In the case of the properties analyzed, the closed sales are cash transactions thus adjustments for cash equivalency are not required.

Conditions of Sale – The transactions were reported to be arm's length, and it does not appear sale conditions affected sales prices. Thus, adjustments are not required.

The in the case of the listing of the subject and listings 1, 2 and 3, analyzed, the finals sales prices are likely to be somewhat lower than the asking prices, but there is inadequate data to adjust asking prices for transaction negotiations as in most instances the asking prices appear to be significantly higher than sales prices for similar properties, therefore adjustments are not applied to the listing prices but listing prices are considered when weighing the transactions as indications of market value.

Market Conditions – At times adjustments are required to sales prices to account for changing market conditions from the date a sale occurred to the date of appraisal.

The sales closed in January 2025, August 2024, March and May 2023, and July 2022. Historically, from approximately mid-2020 when Florida opened from the Covid pandemic economic lockdown real estate prices began to increase, especially noticed through 2021 and 2022, with property values stabilizing into 2023 and generally sales prices and value levels remain stable to the date of appraisal. However, the sales analyzed do not produce indications of changes in market conditions with the sales closed form a somewhat market perk in 2022 – 2023, and stabilization from 2023 to current conditions, thus in my opinion the sales dates reflect current market conditions, therefore the sales prices do not require adjustments for changing market conditions.

Adjustments for Physical Differences

In the case of the sales and listed properties analyzed, after considering adjustments for transaction/economic conditions, physical differences between the properties analyzed and the subject are addressed.

The primary physical differences between the properties analyzed and the subject include location, exposure, access, zoning/land use, size, shape, topography, and topography.

Sales prices are ideally adjusted for physical differences between a property analyzed and the subject utilizing paired sales analysis, when adequate data is available to extract the difference, but in the case of the subject's market segment adjustments are unclear due to relatively limited data. For this reason, quantitative adjustments to the sales prices for different physical features are not applied, instead a qualitative analysis is applied with each sale compared to the subject in a discussion format utilizing Superior, Similar and Inferior ratings for physical differences with the weighting of each sale by a property's overall comparability to the subject to form an opinion of the value indication for the subject.

A Sales Summary and Sales Location Map of the properties analyzed comprise the following Exhibits. A discussion of the comparability of the sales to the subject is also included within the Sales Summary with my conclusion of value following the Exhibits.

**DATA SUMMARY**

DESCRIPTION	Subject	Properties located within subject's neighborhood					Properties located mid-PSL			
		Sale 1	Sale 2	Sale 3	Listing 1	Listing 2	Listing 3	Sale 4	Sale 5	
Location	NE corner Savona Blvd & Paar Dr Port St. Lucie, FL	East side Port St. Lucie Blvd., 320± ft north of Becker Road Port St. Lucie, FL	NW corner Savona Blvd. & Parr Drive Port St. Lucie, FL	3201 SW Yale Street (north of Darwin Sq. community retail center) Port St. Lucie, FL	SW corner Savona Blvd. & Parr Drive Port St. Lucie, FL	NW corner Darwin Blvd. & Parr Drive Port St. Lucie, FL	SW corner Darwin Blvd. & Parr Drive Port St. Lucie, FL	1202-1250 SW Bayshore Blvd. (SW corner Bayshore Blvd. & Dwyer Ave) Port St. Lucie, FL	1962 SW Bayshore Blvd. (640ft north of Thornhill) Port St. Lucie, FL	
Grantor	Owner - Farley, Patricia	Becker Point, LLC	Adam's Cresindo, Inc. & Winston Bailey	Emerald Plaza at Darwin, LLC	Farley, Patricia	Chowdhury, Nazmul	Guilford Investments, Inc.	Nadalín, Margery & Nadalín, Andrew	Maharaj, Surjaj	
Grantee	n/a	Midway Specialty Care Center, Inc.	Savona Blvd., LLC	3201 SW Yale Street, LLC	n/a	n/a	n/a	Bayshore Commons, LLC	Jensen MHP, LLC	
Date of Sale	Appraisal Date: 4/23/2025	1/27/2025	8/19/2024	3/07/2023	2+ month listing	3+ month listing	9+ month listing	5/12/2023	7/26/2022	
Recorded (OR Book/Page)	n/a	5263/1115	5194/1993	4960/1179	n/a	n/a	n/a	4992/2805 & 2687	4868/891	
Months Since Sale	n/a	2	7	24	0	0	0	22	32	
Months on Market (Exposure)	2 months	52	44	23	0	0	0	18	17	
Buyer motivation	Public use	Owner occupied medical office	Develop in neigh. comm. market	Owner occupied business office	n/a	n/a	n/a	Purchased to const. 2-9K SF retail bld.	Purchased to const. 8K SF retail bld	
Legal Description	Tract E, Port St. Lucie Section 19	Tract "A", of Tract "R", Port St. Lucie Section Thirty-Three Replat, PB 63, PG 27, SLC Public Records	Tract "H", Port St. Lucie Section Nineteen, PB 13, PG 19, SLC Public Records	Lot 1 of Darwin Plaza	Tract "G", Port St. Lucie Section Nineteen, PB 13, PG 19, SLC Public Records	Plat of Sawgrass commons, Unnamed Parcel	PSL Section 22, Tract C	PSL Sec. 28, Blk 237, Lots 1 - 3 & 6 - 12 PSL Sec 13, Blk 628, Lots 25-29		
Financing	Expected cash equivalent sale	Cash	Cash	Cash	Expected cash equivalent sale	Expected cash equivalent sale	Expected cash equivalent sale	Cash	Cash	
Previous Sale	No recent previous sales	No recent previous sales	No recent previous sales	No recent previous sales	No recent previous sales	No recent previous sales	No recent previous sales	No recent previous sales	No recent previous sales	
Verification	Inspection & listing Realtor	Listing/selling Realtor	List Realtor data	List Realtor data verification. Realtor & associates will not verify data with appraisers	List Realtor	Listing Data via CoStar real estate services	List Realtor	List Realtor	Listing Realtor	
<b>LEGAL / PHYSICAL CHARACTERISTICS</b>										
Site Area (acres)	3.340	3.318	3.450	1.150	3.180	2.880	2.950	2.379	1.148	
Site Area (Total SF)	145,490	144,532	150,282	50,094	138,521	125,453	128,502	103,629	50,007	
Road Frontage (feet)	455 ft Savona Blvd & 320 ft Paar Drive	339+ ft Port St. Lucie Blvd.	474+ ft Savona Blvd. & 330± ft Paar Drive	187± ft Darwin Blvd., 473± ft Yale St. (Yale St. frontage along east & rear property lines)	377+ ft Savona Blvd. & 330± ft Paar Drive	377+ ft Paar Dr. & 295± ft Darwin Blvd.	454+ ft Paar Dr. & 295± ft Darwin Blvd.	830± ft Bayshore Blvd. & 125+ ft Dwyer Ave.	400± ft Bayshore Blvd.	
Average Depth (feet)	320 feet	441± feet	330± feet	202± feet	330± feet	295± feet	295± feet	125± feet	129± feet	
Zoning	CG, Com. Gen. - City PSL	CG, Com. Gen. - City PSL	CG, Com. Gen. - City PSL	CG, Com. Gen. - City PSL	CG, Com. Gen. - City PSL	LMD, Limited Mixed Use	CN, Neighborhood Commercial	CG, Com. Gen. - City PSL	CG, Com. Gen. - City PSL	
Land Use Classification	CG - Comm. Gen. - City PSL	CG - Comm. Gen. - City PSL	CG - Comm. Gen. - City PSL	CG - Comm. Gen. - City PSL	CG - Comm. Gen. - City PSL	CL, Commercial Limited	CL, Commercial Limited	CG - Comm. Gen. - City PSL	CG - Comm. Gen. - City PSL	
Comments:	The subject is located on the northeast corner of the traffic light intersection of Savona Blvd & Paar Dr. Subject has a functional rectangle shape with good frontage on Savona Blvd & Paar Dr. Intersection traffic light controlled. Subject is partially wooded, but there are numerous specimen size oak trees likely requiring mitigation costs when site is developed.	Port St. Lucie Boulevard / Becker Rd intersection neighborhood, although traffic controlled intersection one ownership south. Adjacent uses or proposed uses include an in-place Wawa c-store & a proposed CVS pharmacy on the site south of & adjacent to this property. Commercial node surrounded by support residential development. The property has irregular shape along SE corner of property. Median blocks direct south bound ingress/egress via PSL Blvd, requiring U-turn at ends of median for south bound traffic. Property purchased for owner development of infectious disease center.	NW corner Savona Blvd. & Paar Drive w/ traffic light controlled intersection. Neighborhood secondary to high intensity commercial development. The property is surrounded by significant support residential development. There are other neighborhood tracts improved with religious facilities. This property is the first commercial development within immediate neighborhood, west of Port St. Lucie Boulevard and east of I-95. Two similar tracts NE corner & SW corner listed for sale in March 2025 at \$2.2M each equating to asking prices nearly double this sales price. Note: prices between 8/24 sale & 5/25 date of appraisal have not doubled, so list prices are given nominal consideration when forming my opinion of the subject's value.	Darwin Blvd. / PSL Blvd. / Yale St. - Darwin Square community retail center (Publix anchor) neighborhood with numerous nearly new retail stores including Walmart neighborhood grocery, HCA emergency clinic. Immediate commercial node surrounded by support extensive residential development. Property purchased for owner development of an office property with flex space, buyer Hulett Environmental services.	SW corner Savona Blvd. & Paar Drive w/ traffic light controlled intersection. Neighborhood secondary to high intensity commercial development. The property is surrounded by significant support residential development. There are other neighborhood tracts improved with religious facilities. The similar property to the north is in permitting to develop with multi-user retail center. The NE corner similar tract is also listed for sale at \$2.2M, each equating to asking prices nearly double this sales price. Note: prices between 8/24 sale of the NW corner tract and 5/25 date of appraisal have not doubled, so list prices are given nominal consideration when forming my opinion of the subject's value.	NW corner Darwin Blvd. & Paar Drive, non-traffic light controlled intersection. Neighborhood secondary to high intensity commercial development. The property is surrounded by significant support residential development. There are other neighborhood tracts improved with religious facilities. Property has limited development potential in commercial markets, i.e. no high intensity commercial improvements.	SW corner Darwin Blvd. & Paar Drive, non-traffic light controlled intersection. Neighborhood secondary to high intensity commercial development. The property is surrounded by significant support residential development. There are other neighborhood tracts improved with religious facilities. Property has limited development potential in commercial markets, i.e. no high intensity commercial improvements.	Bayshore Blvd. neighborhood, w/ extensive residential development east of Bayshore Blvd. Neighborhood is about in the middle of original PSL plats, attracting light industrial/service commercial & retail development capable of serving large portion of the city population. North bound Bayshore Blvd. ingress/egress circuitous as Bayshore Blvd. median requires U-turns. Property purchased for development of neighborhood retail center.	Bayshore Blvd. neighborhood, w/ extensive residential development east of Bayshore Blvd. Neighborhood is about in the middle of original PSL plats, attracting light industrial/service commercial & retail development capable of serving large portion of the city population. North bound Bayshore Blvd. ingress/egress circuitous as Bayshore Blvd. median requires U-turns. Property purchased for development of neighborhood 8,000sf mixed use commercial plaza. Property is relisted with site plan approval for 8,000sf retail/office improvement. Asking price is \$619,000 or \$12.38/sf. Not a significant increase in price from closed sale analyzed = 6.7% annually assuming sale at full ask price.	
<b>SALE ANALYSIS</b>										
Recorded Sale Price	\$2,200,000	\$1,850,000	\$1,200,000	\$705,000	\$2,200,000	\$1,500,000	\$1,095,000	\$850,000	\$525,000	
(price per SF)	\$12.80	\$12.80	\$7.98	\$14.07	\$15.88	\$11.96	\$8.52	\$8.20	\$10.50	

**DATA ANALYSIS**

	Subject	Sale 1	Sale 2	Sale 3	Listing 1	Listing 2	Listing 3	Sale 4	Sale 5
<b>SALE ANALYSIS</b>									
Recorded Sale Price	Subject listed approx. 2 months	\$1,850,000	\$1,200,000	\$705,000	\$2,200,000	\$1,500,000	\$1,095,000	\$850,000	\$525,000
(price per SF)		\$15.12	\$7.98	\$14.07	\$15.88	\$11.96	\$8.52	\$8.20	\$10.50
Financing Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price	\$2,200,000	\$1,850,000	\$1,200,000	\$705,000	\$2,200,000	\$1,500,000	\$1,095,000	\$850,000	\$525,000
Conditions of Sale Adjustment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price	\$2,200,000	\$1,850,000	\$1,200,000	\$705,000	\$2,200,000	\$1,500,000	\$1,095,000	\$850,000	\$525,000
Market Conditions Adjustment	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price	\$2,200,000	\$1,850,000	\$1,200,000	\$705,000	\$2,200,000	\$1,500,000	\$1,095,000	\$850,000	\$525,000
Adj. Sale Price per Gross SF	\$15.12	\$12.80	\$7.98	\$14.07	\$15.88	\$11.96	\$8.52	\$8.20	\$10.50
<b>COMPARABILITY TO SUBJECT</b>									
Location	Southern original PSL platted neighborhood.	Superior - developing commercial node within overall superior location near heavily traveled intersection	Similar - NW corner location Savona & Paar, west of the subject	Superior - Intense mixed commercial node within northerly environs of west 1/3 of original PSL platted area.	Similar - SW corner location Savona & Paar, southwest of the subject	Similar - NW corner location Darwin & Paar, northeast of subject 1.5+ miles.	Similar - SW corner location Darwin & Paar, northeast of subject 1.5+ miles.	Similar - Mixed commercial / residential neighborhood located within approximate center of original PSL development.	Similar - Mixed commercial / residential neighborhood located within approximate center of original PSL development.
Exposure	Good exposure to Savona Blvd & Paar Drive	Similar exposure - heavily traffic PSL Blvd.	Similar good exposure to Savona Blvd & Paar Drive	Similar - three street frontage	Similar good exposure to Savona Blvd & Paar Drive	Similar good exposure to Darwin Blvd & Paar Drive	Similar good exposure to Darwin Blvd & Paar Drive	Somewhat inferior - with inferior side street although somewhat offset by superior Bayshore exposure w/ 82% greater frontage.	Inferior - no corner exposure
Access	Good potential ingress/egress on Savona Blvd & Paar Drive - intersection is traffic light controlled	Somewhat inferior - one street access & traffic light intersection one ownership south.	Similar - good potential ingress/egress on Savona Blvd & Paar Drive - intersection is traffic light controlled	Good - ingress & egress, but no traffic light controlled intersection.	Similar - good potential ingress/egress on Savona Blvd & Paar Drive - intersection is traffic light controlled	Similar - good potential ingress/egress on Darwin Blvd & Paar Drive - intersection is not traffic light controlled	Similar - good potential ingress/egress on Darwin Blvd & Paar Drive - intersection is not traffic light controlled	Somewhat superior frontage - but with somewhat offsetting, inferior circuitous north bound Bayshore Blvd, traffic flow & no traffic light control.	Inferior - ingress & egress, no traffic light control
Zoning / Land Use Classifications	CG / CG, General Commercial & General Commercial	Similar classifications.	Similar classifications.	Similar classifications.	Similar classifications.	Inferior low intensity commercial zoning/FLU classifications	Inferior low intensity commercial zoning/FLU classifications	Similar classifications.	Similar classifications.
Size - acres	3.34	Similar - within subject's size class	Similar - within subject's size class	65% smaller than subject w/ economies of scale suggesting higher sales price/sf & visa versa.	Similar - within subject's size class	Similar - within subject's size class	Similar - within subject's size class	29% smaller than subject w/ economies of scale suggesting small size equates to higher sales price/sf & visa versa.	66% smaller than subject w/ economies of scale suggesting small size equates to higher sales price/sf & visa versa.
Shape	Rectangle, good functional shape	Somewhat inferior shape - somewhat irregular w/ one street frontage	Similar - rectangle, good functional shape	Similar - near square shape	Similar - rectangle, good functional shape	Similar - rectangle, good functional shape	Similar - rectangle, good functional shape	Similar - rectangle but with limited depth somewhat less functional	Similar - rectangle but with limited depth somewhat less functional
Topography (vegetation, etc.)	Level w/ under brush cover & partially wooded with mature oak specimen trees	Similar - partially wooded requiring clearing & fill for development.	Similar - Level w/ under brush cover & partially wooded with mature oak specimen trees	Similar - partial wooded required clearing & fill for development.	Similar - Level w/ under brush cover & partially wooded with mature oak specimen trees	Similar - Level partially cleared, plus approx. 50% w/ under brush cover & wooded w/ mature oak specimen trees	Similar - Level partially cleared, plus approx. 50% w/ under brush cover & wooded w/ mature oak specimen trees	Similar - overgrown, required extensive clearing	Somewhat superior - approx. 50% cleared but with mature trees likely requiring mitigation.
Wetlands	None	Similar - None	Similar - None	Similar - None	Similar - None	Similar - None	Similar - None	Similar - None	Similar - None
Utility Service	Central service along street frontage	Similar -	Similar -	Similar -	Similar -	Similar -	Similar -	Similar -	Similar -
	Sale Price / Value Indication / SF	\$12.80	\$7.98	\$14.07	\$15.88	\$11.96	\$8.52	\$8.20	\$10.50
<b>Overall Comparability</b>	Subject - asking price of \$15.12 per square feet.	Net somewhat superior location, but inferior physical features are somewhat offsetting effects of superior location, yet net comparability indicates the subjects value is likely somewhat lower than sale 1 the value indication.	Very similar to the subject, thus value indication of \$7.98 / sf heavily weighted as value indication for the subject.	Superior location & smaller size increase price/value per SF to higher level than applicable to the subject. Thus, in my opinion, the subject's value is lower than sales price / value indication of \$14.07/sf extracted from sale 3.	Very similar to the subject, however, asking price appears to be above market, thus the asking price is given nominal consideration as an indication of the subject's value.	Physically similar to the subject, but zoning & FLU classifications permit low density commercial improvements vs. subject's high density commercial zoning/FLU classifications. With development potential considered, analyzed ask price likely above market, thus ask price given nominal consideration when forming an opinion of the subject's value.	Physically similar to the subject, but zoning & FLU classifications permit low density commercial improvements vs. subject's high density commercial zoning/FLU classifications. With development potential considered, analyzed ask price likely above market, thus ask price given nominal consideration when forming an opinion of the subject's value.	Overall, with physical differences considered, sale 4 is weighted as an average comparable to the subject, suggesting the subject's value is within the range of the sales price / value indication of \$8.20 / sf extracted from sale 4.	Overall, with physical differences considered, sale 5 is weighted as an average comparable to the subject, suggesting the subject's value is within the range of the sales price / value indication of \$10.50 / sf extracted from sale 5.



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Summary and Conclusion of value per square feet value

<u>Sale No.</u>	<u>SP-Value/Sq. Ft.</u>	<u>Comparability</u>
Subject listing	\$15.12	The subject's current listing price appears above market based on following data.
1	\$12.80	Somewhat superior location, but inferior physical features are somewhat offsetting effects of superior location, yet net comparability indicates the subject's value is likely somewhat lower than sale 1 the value indication.
2	\$7.98	Very similar to the subject with value indication heavily weighted as the value indication for the subject.
3	\$14.07	Superior location & smaller size increase price/value per SF to higher level than applicable to the subject. Thus, in my opinion, the subject's value is lower than sales price / value indication from sale 3.
Listing 1	\$15.88	Physically very similar to the subject and owned by the subject's owner, thus the ask price is similar to the subject's ask price. But as in the subject's case, the asking price appears to be above market, thus the asking price is given nominal consideration as an indication of the subject's value.
Listing 2	\$11.96	Physically similar to the subject, but zoning & FLU classifications permit low density commercial improvements vs. subject's high density commercial zoning/FLU classifications. With development potential considered, the analyzed ask price is likely above market, thus ask price given nominal consideration when forming an opinion of the subject's value.
Listing 3	\$8.52	Physically similar to the subject, but zoning & FLU classes permit low density commercial improvements vs. subject's high density commercial zoning/FLU classifications. With development potential considered, the analyzed ask price is likely above market, thus ask price given nominal consideration when forming an opinion of the subject's value.
4	\$8.20	Overall, with physical differences considered, sale 4 is weighted as an average comparable to the subject, suggesting subject's value is within the range of the sales price / value indication.
5	\$10.50	Overall, with physical differences considered, sale 5 is also weighted as an average comparable to the subject, suggesting the subject's value is within the range of the sales price / value indication.

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### Reconciliation of Properties Analyzed

The subject is listing at an asking price of \$15.12 per square feet. As indicated by the properties analyzed, the asking price is significantly above market value levels for the subject, thus the listing price is given nominal consideration as an indication of the subject's value. Also, listing 1 is physically very similar to the subject and like sale 2, the asking price of \$15.88 per square feet is also obviously significantly above market thus the asking price is given nominal consideration as an indication of the subject's value.

Sale 2 is physically very similar to the subject, closing at a value indication of \$7.98 per square feet, thus the sale 2 value indication is heavily weighted as an indication of the subject's value.

Sales 4 and 5 as weighted as average comparables, although located out of the subject's broad neighborhood, the value indications of \$8.20 and \$10.50 per square feet provide support for the sale 2 value indication.

Sales 1 and 3 are physically superior to the subject, indicating their value indications of \$12.80 and \$14.07 per square feet, set upper limits of value indications for the subject.

Listing 2 and 3 are inferior properties and although very similar to each other, the asking prices are somewhat erratic, and because the properties are inferior and asking prices are analyzed, it is my opinion the subject's value is lower than the asking prices, thus again, nominal weight is placed on listings 2 and 3 as indications of the subject's value.

In summary, in my opinion, the data suggests the best indication of the subject's value is between \$7.98 per square feet to possibly in the range of \$10.50 per square feet, and with sale 2 physically the most similar property, sale 2 is heavily weighted as an indication of the subject's value but the other properties analyzed tend to indicate values are somewhat higher than, thus with all of the properties analyzed given consideration, my opinion of subject's value is say in the range of \$9.00 per square feet. At \$9.00 per square feet x subject's site area of 145,490 square feet (3.34 acres) calculates to total value of \$1,309,413, rounded to \$1,300,000.

### Conclusion of Value via Sales Comparison Approach

Based on the available data and my analysis as presented in this report, it is my opinion the Market Value of the Fee Simple Interest in the subject "as is" consisting of 3.34 acres of vacant tract of land, subject to Ordinary Limiting Conditions and Extraordinary Assumptions, Extraordinary Assumptions and Certification within this report, as of April 23, 2025, is:

**One Million Three Hundred Thousand Dollars \*\$1,300,000\***

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**Exposure**

**Exposure time:** - *Source, Appraisal Institute, Dictionary of Real Estate Appraisal, 6th ed.*

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market (USPAP, 2016-2017 ed.).

Exposure – The sales or properties located within the subject’s broad neighborhood experienced exposure periods from 23 to 52 months. The sales analysis located within the Bayshore neighborhood experienced somewhat lower exposure periods of 17 and 18 months, likely because the neighborhood is somewhat superior to the subject’s neighborhood. Thus, assuming listing the subject at or near my opinion of value, the exposure time required to sell the subject as of the date of appraisal would have been up to in the range of 23 to 52 months.

QUALIFICATIONS OF THE APPRAISER  
DANIEL D. FULLER, MAI

Education

IRJC now Indian River State College, A/S Degree

Professional Memberships

Member Appraisal Institute (MAI)#7876 - Appraisal Institute  
Senior Real Property Appraiser (SRPA) - Appraisal Institute  
Senior Residential Appraiser (SRA) - Appraisal Institute  
Florida - State Certified General Real Estate Appraiser RZ567  
Registered Florida Real Estate Broker

Work Experience

1992 - Pres. President, Fuller-Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL  
1987 - 1992 Vice President & Partner, Armfield-Wagner Appraisal & Research, Inc., Fort Pierce, FL  
1983 - 1987 Staff Appraiser, Armfield-Wagner Appraisal & Research, Inc., Vero Beach, FL  
1981 - 1983 Salesman/Appraiser, Florida Licensed Realtor-Associate, Procino Realty, Ft Pierce, FL  
1979 - 1983 Staff Appraiser, Harbor Federal Savings and Loan Association, Fort Pierce, FL  
1974 - 1979 Staff Appraiser, St. Lucie County Property Appraiser's Office, Fort Pierce, FL

Real Estate Appraisals made for the following:

Accountants	PNC Bank
Attorneys	Port St. Lucie, City of
Dept. of Natural Resources	Regions Bank
Federal Deposit Ins. Corp.	Resolution Trust Corporation
Federal Home Loan Bank Board	Seacoast Bank
Federal National Mortgage Corp.	St. Lucie County
Florida Community Bank	South Florida Water Management District
Fort Pierce, City of	SunTrust Banks nka Truist Bank
Centerstate Bank nka SouthState Bank	TD Bank
Iberia Bank	TITF
Indian River County	Vero Beach, City of
Martin County	Wells Fargo

Types of Appraisals Completed

Airplane Hangars	Offices
Automobile Dealerships	Packing Houses
Car Washes	Ranches
Commercial	Recreational Vehicle Parks
Groves	Residential
Industrial	Restaurants
Insurable Value	Retail Shopping Centers
Land Locked Parcels	Service Stations
Mini-Warehouses	Subdivision
Motels	Warehouses
Multi-Family	Wetlands
	Vacant Lands

Qualified as Expert Witness

Circuit Court -  
St. Lucie County  
Martin County  
Indian River County  
Okeechobee County  
Palm Beach County\*  
U.S. Bankruptcy Court -  
West Palm Beach District

Accomplishments

Past President - Society of Real Estate Appraisers - Indian River Chapter 211 (1989 - 1990)  
Past Instructor - Indian River Community College - Appraising Income Producing Real Estate  
Past Board Member - East Florida Chapter of Appraisal Institute  
Veteran United States Air Force

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## **ADDENDUM A – ST. LUCIE COUNTY AREA DATA**

St. Lucie County is located on the east coast of Florida, 123 miles north of the city of Miami and 220 miles south of the city of Jacksonville. St. Lucie County lies within the Treasure Coast region of the state with Indian River County to the north, Martin County to the south, Okeechobee County to the west, and the Atlantic Ocean to the east. St. Lucie County encompasses a land area of approximately 572 square miles.

St. Lucie County ranks 20th in the state in population. St. Lucie County, combined with Martin County is an U.S. Census Bureau Metropolitan Statistical Area (MSA).

The distance from Fort Pierce to other Florida cities are as follows:

<b><i>NORTH</i></b>	<b><i>Miles</i></b>	<b><i>SOUTH</i></b>	<b><i>Miles</i></b>
Vero Beach	15	Port St. Lucie	6
Melbourne	50	Stuart	17
Orlando	120	West Palm Beach	55
Daytona Beach	140	Miami	123
Jacksonville	220	Key West	250

Fort Pierce, the county seat, is located on the eastern edge of the county adjacent to the Indian River - Intercoastal Waterway and the Atlantic Ocean. In addition to Fort Pierce there are two other incorporated communities within St. Lucie County, the city of Port St. Lucie and St. Lucie Village.

The three cities basically operate with minimal support from each other, and through county government and/or the Treasure Coast Regional Planning Council for overall development of the region with cooperation between the agencies generally good. The Treasure Coast Regional Planning Council is composed of government officials from the St. Lucie, Indian River, Martin, and Palm Beach Counties. The purpose is to give support, guide and develop growth policies within the four counties.

With nearly 80% of the state's population within 150 miles radius of St. Lucie County, Fort Pierce maintains a position as the transportation hub of the area with its easy accessibility to I-95, Florida's Turnpike, U.S. 1, S.R. 70, and the St. Lucie County International Airport.

For several years governmental leaders within the county and the city of Fort Pierce touted the west Fort Pierce highway connections as a transportation / distribution hub. In 2004 Wal-Mart developed a 1.1M square feet distribution facility, but others remained nonexistent until from mid-2020 to 2023 several distribution facilities were developed within the westerly city limits. However, most new facilities remain vacant, but they afford substantial potential to expand distribution businesses as the regional population grows.

St. Lucie County and city populations are summarized as follows:

	1960	1970	1980	1990	2000	4/1/2023*
St. Lucie County **	39,294	50,836	87,182	150,171	192,695	338,628
Fort Pierce	25,256	29,721	33,802	36,830	38,683	49,508
Port St. Lucie		330	14,690	55,866	85,751	239,653
St. Lucie Village			593	584	604	621

\* U.S. Census Bureau.

\*\*Includes all unincorporated & incorporated areas.

The greatest percentage of population growth from 2000 to 4/1/2023 occurred in the city of Port St. Lucie with an average annual increase of some 8.8%, with the city of Fort Pierce experiencing average annual increase of 1.4% during the same period. The total average annual percentage population growth for the County for the same period was 3.7% which is very similar to the state of Florida average annual growth rate of 3.8% over the same period.

Population age distribution is about equal in all age groupings with a slightly higher level in the mid-year group. It is expected the age levels will remain relatively the same with some increase in the over 65 group as people continue to move to the Sunbelt at retirement.

0-19	21.5%
20-39	22.7%
40-64	31.0%
65-85 plus	24.9%

\*Census – 2022 ACS 5-year estimates.

Along with the substantial population growth, St. Lucie County experienced a rapid expansion in the number of households from 2000 to 2023 but household size remaining stable. The following summary indicates trends.

YEAR	NUMBER OF HOUSEHOLDS	HOUSEHOLD SIZE
1980*	32,506	2.65
1990*	58,174	2.54
2000*	76,933	2.47
2023**	144,621	2.53

\*University of Florida Statistical Abstract, 2007 & \*\*U.S. Census 2023 ACS 1 yr. est.

The majority of future growth is expected to continue within the city of Port St. Lucie and surrounding neighborhoods under County governmental jurisdiction, with growth within the city of Fort Pierce and St. Lucie County governmental jurisdiction experiencing growth at lower rates. Limited growth can be predicted for the beachfront areas primarily caused by increasing barrier island development restrictions by the county, state, and federal government, creating a general negative effect on development.

### **St. Lucie County**

Historically the St. Lucie County economic base was dominated by agriculture, primarily citrus and cattle production. While the agri-business remains a part of the County economy, real estate sales and leasing have moved to the top gross domestic product (GDP) in the county, followed by retail trade, utilities, construction, health care and social assistance, holding the top spots. Tourism is not in the top five but remains an important part of the local economy. Trends indicate that winter residents occupying long term rental or retirement homes eventually become full-time residents. This

trend helps build a strong economic base, indicating that tourism is no longer only a transient, seasonal business.

Additionally, in recent years, the county developed more aggressive recruitment methods in attracting life sciences companies providing employment for all residents including several small to mid-size manufacturing businesses attracted to the area in the last ten years, ranging from boat builders to plastic water pipe production, metal parts production. Beginning in late 2020 several distribution facilities developed in west Fort Pierce, near Interstate 95, and within the Port St. Lucie, Southern Grove industrial/commercial neighborhood, adding to employment opportunities, including an Amazon distribution facility, Cheney Brothers food distribution, a Costco distribution facility, etc. Also, several of the newer projects within the industrial neighborhoods are located within areas the County designated as the Central Florida Foreign-Trade Zone (CFFTZ) which exempts duties on some manufacturer's imports / exports.

Fort Pierce / St. Lucie County has one of the few deep-water inlets on the east coast of Florida. Although the Port is located within the city of Fort Pierce, the County Commission sitting as the Port and Airport Authority control port development. In May 2020, the County Commission purchased 12 acres with deepwater frontage within the port neighborhood. The site is leased to Derecktor Shipyards, a yacht refurbishment company. Plus, 67+ acres privately owned within the port neighborhood remains vacant, which is unlikely to change in the near term.

Also, the County Commission in conjunction with the FAA has been on track to expand the airport with visions the airport will be a regional facility of some significance, including passenger service. The airport offers full time customs service, thus has international status.

Service and professional fields also compose a large part of the area's economic base. Among the professional fields, real estate plays an important part in the area's growth with the Multiple Listing Service connected to high demand south Florida Counties.

The following is a summary of the top employment fields in the county.

<b>ED. SERVICES / HEALTH CARE / SOCIAL ASSISTANCE</b>	24.0%
<b>RETAIL TRADE</b>	13.5%
<b>PROFESSIONAL / SCIENTIFIC / MANAGEMENT / ADMINISTRATIVE / WASTE MANAGEMENT SERVICES</b>	13.5%
<b>ARTS / ENTERTAINMENT / RECREATION / ACCOMMODATION / FOOD SERVICES</b>	9.4%
<b>CONSTRUCTION</b>	9.0%
<b>TRANSPORTATION / WAREHOUSING / PUBLIC UTILITIES</b>	6.9%
<b>MANUFACTURING</b>	6.3%
<b>OTHER SERVICES</b>	5.3%
<b>FINANCE / REAL ESTATE / INSURANCE</b>	4.7%
<b>PUBLIC ADMINISTRATION</b>	3.9%

\*U.S. Census – 2023 Am. Community survey 1-yr. est.

According to Economic Development Council of St. Lucie County, 2022-2023 report, the top employment generators in St. Lucie County include the following:

<b>ST. LUCIE COUNTY PUBLIC SCHOOLS</b>	5,253
<b>HCA FLORIDA LAWNWOOD HOSPITAL</b>	1,896
<b>CLEVELAND CLINIC MARTIN HEALTH</b>	1,544
<b>CITY of PORT ST. LUCIE</b>	1,363
<b>WALMART DISTRIBUTION CENTER</b>	1,273
<b>HCA FLORIDA ST. LUCIE HOSPITAL</b>	937
<b>ST. LUCIE COUNTY</b>	791
<b>INDIAN RIVER STATE COLLEGE</b>	734
<b>PURSUIT BOATS</b>	652
<b>FLORIDA POWER &amp; LIGHT CO.</b>	610
<b>ST. LUCIE FIRE DISTRICT</b>	539
<b>MAVERICK BOAT GROUP</b>	470
<b>FED EX GROUND</b>	469

\*Economic Development of St. Lucie County, 2022-2023

Historically, unemployment has been higher in St. Lucie County than in neighboring counties, primarily caused by seasonal agricultural workers, however with the decline in agricultural activities, and the increase in full time employers in the manufacturing sectors, i.e., construction trades, boat building, medical fields, unemployment is beginning to align closer to state averages, a good sign for the county's economic stability.

Below is a summary of unemployment rates for recent years and as seen from the data, improvement in unemployment is occurring of course with changes in national economic conditions unemployment fluctuates.

<b>Year</b>	<b>Total Labor Force</b>	<b>Unemployment Rate</b>
<b>2014</b>	130,404	8.2%
<b>2015</b>	131,823	6.4%
<b>2016</b>	135,657	5.8%
<b>2017</b>	138,130	5.2%
<b>2018</b>	141,818	4.5%
<b>2019</b>	145,238	4.0%
<b>2020</b>	146,560	8.1%
<b>2021</b>	150,432	5.0%
<b>2022</b>	154,276	3.5%
<b>2023</b>	159,361	3.5%

\*Fla. Dept. Commerce Local Area Unemployment Statistics

In addition to the St. Lucie County International Airport and Port facilities, previously discussed, St. Lucie County is served by Federal Highway U.S. 1, a four lanes median divided highway serving as a primary inter and intra-county north-south route. The area is also served by five primary state highways including the Florida Turnpike, plus Interstate 95. St. Lucie County has the distinction of being the only area where the Florida Turnpike and Interstate 95 interchanges are within ½ mile.

Fort Pierce is also served by Florida East Coast Railway, (freight only) and is the terminal point for the railroad cut-off to the Lake Okeechobee area. Brightline passenger service between Miami and Orlando runs through St. Lucie County but there are no stations serving St. Lucie County. Community delivery service is by Airborne Express, Federal Express, United Parcel Service,

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Greyhound, and several common carriers, plus there are several over the road commercial cargo carrier terminals. There are also locally owned taxicab companies, plus there are public bus services with very recent low-cost bus non-stop route connecting the city of Port St. Lucie and West Palm Beach central business district.

St. Lucie County government operates as a five-member commission with professional county administrator as mandated by the state. The city of Fort Pierce operates as a five-member commission and a city manager. Port St. Lucie operate as a five-member commission presided over by a mayor/councilman. St. Lucie Village has a five-member board of aldermen and a mayor, however generally the Village Aldermen conduct limited city business. The major governing bodies have generally been very favorable to development but also tempered with quality of life in mind.

Each city provides its own law enforcement department along with a county Sheriff as the county's chief law enforcement office. Fire protection is provided by a county wide fire district.

The school system is operated under one county wide five-member board with Superintendent management. The system has seventeen elementary schools (grades K-5), nine K-8 schools, four middle schools, one 6-12 school, five high schools, one virtual school and one Alternative Education Centers. Plus, there are eight charter schools in the county. Of these totals there are several magnet schools offering advanced education classes. Higher education facilities consist of Indian River State College, plus Florida Atlantic University (FAU) campus in St. Lucie West and FAU offers marine sciences and ocean engineering courses at the Harbor Branch Oceanographic Facility, also Florida State University offers medical school courses at Indian River State college facilities. Finally, The University of Florida (UF) Institute of Food and Agriculture Science offers bachelor's and master's degree programs at its UF Indian River Research and Education Center local campus.

There are three hospitals within the county. HCA Lawnwood Regional Medical Center, located in Fort Pierce, and HCA St. Lucie Medical Center located within the eastern environs of the city of Port St. Lucie. Plus, Cleveland Clinic operates a relatively new and modern hospital and research facilities within the Port St. Lucie, Tradition neighborhood. Also, there are two in-patient psychiatric hospitals, Lawnwood Pavilion located in Fort Pierce, and Savannas Hospital located in Port St. Lucie, and there is also a regional publicly funded mental health facility, New Horizons of the Treasure Coast. There are also numerous privately operated walk-in medical clinics, plus adult care and nursing homes spread throughout the county.

### **City of Fort Pierce**

Fort Pierce, incorporated in 1901, is the oldest city in the County and for many years the city limits remained relatively small, but in recent years annexations expanded the city to 31 square miles as of the 3<sup>rd</sup> quarter of 2024. The City Commission is on an annexation track to bring developments adjacent into the city limits when utility service is provided, expanding the tax base. Also, because of the age of the City's infrastructure, the city is in refurbishment mode as funds are available, but funding is available at a relatively slow pace with long-term positive expectations for revitalized city infrastructure. As might be expected in older city's, gentrification slowly occurs in the older residential neighborhoods, with residential demand moving to the new communities annexed into the city, but new residential development with the city of Port St. Lucie also tends to draw demand away from the older Fort Pierce neighborhoods. Thus, in my opinion, growth within the city will continue at a modest pace even though while the city of Ft. Pierce is the oldest community in the County, the city has many advantages such as one of the best east coast inlets to the Atlantic Ocean providing access to some of the best boating waters along Florida's east coast, plus Ft. Pierce Inlet

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provides a popular gateway to the Bahamas, plus as discussed, the city of Fort Pierce also reigns as the regions commercial center with its central transportation network providing access to north / south Interstate 95 and the Florida Turnpike, plus east / west cross state, State Road 70, the St. Lucie County International Airport, and the Port of Fort Pierce.

### **City of Port St. Lucie**

The City of Port St. Lucie, primarily located within southern St. Lucie County, is the largest city in the county and the seventh largest in population within the State of Florida.

Port St. Lucie, incorporated in 1960, was originally developed by Mackell Brothers, continued by General Development Corporation (aka Atlantic Gulf Communities). Port St. Lucie initially encompassed approximately 77 square miles, growing to its present 120+ square miles. Initial development was primarily in the detached single-family market with moderate price range homes, although upscale housing developed around golf courses and along the shores of the North Fork of the St. Lucie River. However, with strong residential growth low rise condominium projects as well as multi-occupant apartment projects are flourishing, but single-family detached housing remains dominate, especially within the newer development projects within southwest city limits.

With the strong residential growth commercial retail projects followed, including name retailers such as Target, two Wal-Mart super centers as well as two Sam's Club projects, an Academy Sports store, and others. Plus, numerous locally owned business opened in recent years including up to date facilities such as a private pickleball club.

Although housing in the cities of Fort Pierce and Port St. Lucie, as well as St. Lucie County, is generally considered affordable compared to neighboring counties to the north and south, the south county area also attracts large upscale developments such as the Reserve and Tesoro.

Projects of Development of Regional Impact (DRI) size (1,0000+ acres) dominate development trends, including near built-out St. Lucie West, developing PGA Village DRI (Verano), LTC Ranch DRI, Tradition DRI, Southern Gove DRI, mostly industrial / commercial development, plus Riverland / Kennedy DRI, and future Western Grove DRI, and Wilson Grove DRI.

Within the St. Lucie West DRI, there is a campus of the Indian River State College, plus Glover Field (originally the Thomas J. White Stadium), the spring training facility for the New York Mets and home to the Mets farm team within the "grapefruit league".

Plus, within the Reserve project west of St. Lucie West, PGA of America owns two Tom Fazio designed 18-hole PGA golf courses and a nine holes course designed by Pete Dye. The PGA courses are supported by a 12,000 square foot clubhouse with pro-shop, etc.

Depending upon national economic conditions, because of affordability, weather, and the mentioned amenities, Port St. Lucie is expected to continue residential growth at a relatively strong pace as occurred in the recent past.

### **St. Lucie Village**

Adjacent to the northerly city limits of Fort Pierce there is St. Lucie Village, the third incorporated community within St. Lucie County. St. Lucie Village has city officials with a mayor, etc., but maintains a steady population base in the range of 600 people and imposes only minimal tax

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and offers minimal services to its residences. St. Lucie Village is primarily a residential community with many residents having deep St. Lucie County roots, and the population does not desire further expansion of its community, thus St. Lucie Village is not expected to change, at least in near term years.

#### Summary

The overall economic outlook for St. Lucie County is good. Projections show the most rapid expansion will be in the city of Port St. Lucie. However, all the incorporated or unincorporated areas should, by all forecasts, show a steady to brisk growth rate.

With governing and private forces vigorously working toward industrial expansions, unemployment should in the future decline. The growth of new stable industries should add a great deal to the overall employment picture. Along with new industrial employment, growth will create new jobs in the service and professional fields again adding to the overall economic outlook for the area. Thus, the area should continue to attract new residents as well as continuing to offer existing residents an attractive place in which to live and work.

Of course, much of the economic growth will depend upon national trends. As in the past, economic highs and lows brought about by national economic policies affect the local economy because of its dependence on tourism and the related construction and service industries.

**MEMORANDUM**

**TO:** JESUS MEREJO, ICMA-CM, CITY MANAGER

**VIA:** TERESA LAMAR-SARNO, AICP, ICMA-CM, CHIEF ASSISTANT CITY MANAGER

**THRU:** COLT SCHWERDT, P.E., PUBLIC WORKS DIRECTOR AND CITY ENGINEER *CS*

**FROM:** EVERETT TOURJEE, PROJECT MANAGER – CIP & SALES TAX PROJECT GROUP

**SUBJECT:** SW PAAR DRIVE CORRIDOR ROUNDABOUTS AT SW DARWIN BOULEVARD AND SW SAVONA BOULEVARD PROPERTY ACQUISITIONS  
PARCEL ID: 3420-590-0008-000-9  
PARCEL ID: 3420-660-0007-000-6  
PARCEL ID: 3420-660-0008-000-3  
PARCEL ID: 3420-590-0005-000-8  
PARCEL ID: 4420-703-0002-000-4  
PARCEL ID: 4429-500-0001-000-1  
PARCEL ID: 3420-605-0003-000-7

**DATE:** February 06, 2025

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This memo is to request approval to acquire portions of seven (7) vacant lots located at the intersection of SW Paar Drive/SW Savona Boulevard and at the intersection of SW Paar Drive/SW Darwin Boulevard. The SW Paar Drive Corridor Roundabouts are being designed to allow for the timely and cost-effective future widening of SW Savona Boulevard and SW Darwin Boulevard while prioritizing safety in the interim. These acquisitions will be beneficial to the SW Paar Drive Corridor Roundabouts project by creating space for the necessary footprint for the roundabouts. Additionally, retaining this right-of-way space will allow for the development of 12-foot multimodal pathways, enhancing safe pedestrian and bicyclist access along these



# PUBLIC WORKS

roadways. For these reasons, Public Works is requesting approval to purchase these seven (7) portions of properties for the SW Paar Drive Corridor Roundabouts at SW Darwin Boulevard and SW Savona Boulevard project.

Please feel free to contact me with any questions or concerns.

/et

*Approved  
2/6/25  
[Signature]*



# Tract E



2/19/2026, 11:05:57 AM

1:4,514

█ Parcels

0 0.03 0.07 0.13 mi  
0 0.05 0.1 0.2 km

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

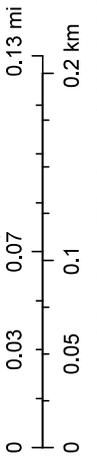
# Tract G



2/19/2026, 11:10:08 AM

1:4,514

Parcels



SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA



Agenda Summary  
2026-229

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 13.a

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Placement: New Business

Action Requested: Motion / Vote

Request for an Attorney/Client Session with the City Council to Discuss Pending Litigation in the Matter of City of Port St. Lucie v. Waste Pro of Florida, Inc., Case No. 2021-CA-001628.

Submitted By: Richard Berrios, City Attorney

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

Executive Summary (General Business): Request for an Attorney/Client Session with respect to pending litigation in the matter of City of Port St. Lucie v. Waste Pro of Florida, Inc., Case No. 2021-CA-001628.

Presentation Information: N/A.

Staff Recommendation: Move that the Council approve the request.

Alternate Recommendations:

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

Background: Pursuant to Section 286.011(8), Florida Statutes, any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:

(a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation;

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures;

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting;

(d) The entity shall give reasonable public notice of the time and date of the Attorney/Client Session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the Attorney/Client Session and the names of the persons attending. At the conclusion of the Attorney/Client Session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session;

(e) The transcript shall be made part of the public record upon conclusion of the litigation.

Issues/Analysis: In conformance with the provisions as outlined in Section 286.011(8), Florida Statutes, the City Attorney's Office hereby requests an Attorney/Client Session with the City Council to discuss the pending litigation in the matter of City of Port St. Lucie v. Waste Pro of Florida, Inc., Case No. 2021-CA-001628.

This request for an Attorney/Client Session is made at a public hearing pursuant to the requirements of Section 286.011(8), Florida Statutes.

Financial Information: N/A.

Special Consideration: The Attorney/Client Session will be scheduled at a mutually convenient time for the Mayor, Vice-Mayor, and Councilmembers.

Location of Project: N/A.

Attachments: N/A.

*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: 7099

Legal Sufficiency Review:

Reviewed by Richard Berrios, City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.



## Agenda Summary

2026-276

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**Agenda Date:** 3/9/2026

**Agenda Item No.:** 13.b

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Placement: New Business

Action Requested: Motion / Vote

Request for an Attorney/Client Session with the City Council to Discuss Pending Litigation in the Matter of McTeague Construction Company Inc., v. City of Port St. Lucie, Case No. 2025-CA-2754.

Submitted By: Richard Berrios, City Attorney

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

Executive Summary (General Business): Request for an Attorney/Client Session with respect to pending litigation in the matter of McTeague Construction Company Inc., v. City of Port St. Lucie, Case No. 2025-CA-002754.

Presentation Information: N/A

Staff Recommendation: Move that the Council approve the request.

Alternate Recommendations:

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

Background: Pursuant to Section 286.011(8), Florida Statutes, any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:

(a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation;

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures;

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record.

The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting;

(d) The entity shall give reasonable public notice of the time and date of the Attorney/Client Session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the Attorney/Client Session and the names of the persons attending. At the conclusion of the Attorney/Client Session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session;

(e) The transcript shall be made part of the public record upon conclusion of the litigation.

Issues/Analysis: In conformance with the provisions as outlined in Section 286.011(8), Florida Statutes, the City Attorney's Office hereby requests an Attorney/Client Session with the City Council to discuss the pending litigation in the matter McTeague Construction Company Inc., v. City of Port St. Lucie, Case No. 2025-CA-002754. This request for an Attorney/Client Session is made at a public hearing pursuant to the requirements of Section 286.011(8), Florida Statutes.

Financial Information: N/A

Special Consideration: The Attorney/Client Session will be scheduled at a mutually convenient time for the Mayor, Vice-Mayor, and Councilmembers.

Location of Project: N/A

Business Impact Statement: N/A

Attachments: N/A

*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: 25246-13

Legal Sufficiency Review:

Reviewed by Richard Berrios, City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.