City of Port St. Lucie

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



Meeting Agenda

Monday, June 23, 2025 5:00 PM

Council Chambers, City Hall

Governmental Finance Corporation

Shannon M. Martin, President

Jolien Caraballo, Vice President, District IV Stephanie Morgan, Director, District I Dave Pickett, Director, District II Anthony Bonna,Sr., Director, District III

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

1. Meeting Called to Order

- 2. Roll Call and Determination of Quorum
- 3. Pledge of Allegiance
- 4. Additions and Deletions to the Agenda and Approval of the Agenda

Village Lifestyle Center in Southern Grove.

5. Approval of Consent Agenda

5.a	Approval of the April 14, 2025 Governmental Finance	<u>2025-141</u>
	Corporation Meeting Minutes	
5.b	Award RFP #20230055 for the Development of the Becker /	<u>2025-578</u>

6. Resolutions

6.aResolution 25-GFC-04, Authorization to Enter Into and2025-606Execute the Fourth Amendment to a Purchase and SaleAgreement between the Port St. Lucie Governmental FinanceCorporation and Four Port St. Lucie, LLC.

7. Public to be Heard

- 8. New Business
- 9. Other Issues by Board Members
- 10. 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 is asked to fill out a yellow Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item is asked to fill out a green Participation Card and submit it to the City Clerk. Participation Cards are available on the side table in Council Chambers, at the reception desk in City Hall lobby, and in the City Clerk's Office.

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

Agenda Date: 6/23/2025

Agenda Item No.: 5.a

Placement: Minutes

Action Requested: Motion / Vote

Approval of the April 14, 2025 Governmental Finance Corporation Meeting Minutes

Submitted By: Jennifer Davis

Executive Summary (General Business): N/A

Presentation Information: N/A

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

Alternate Recommendations:

- 1. Move that the Board amend the recommendation and approve the meeting minutes.
- 2. Move that the Board 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

Attachments: April 14, 2025 GFC 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

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City of Port St. Lucie

Governmental Finance Corporation

Meeting Minutes

Shannon M. Martin, President

Jolien Caraballo, Vice President, District IV Stephanie Morgan, Director, District I Dave Pickett, Director, District II Anthony Bonna,Sr., Director, District III

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

	GFC	
Monday, April 14, 2025	12:30 PM	Council Chambers, City Hall
	Special	

1. Meeting Called to Order

A Regular Meeting of the Governmental Finance Corporation of the City of Port St. Lucie was called to order by President Martin on April 14, 2025, at 12:30 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. Roll Call and Determination of Quorum

Council Members Present: President Shannon Martin Vice President Jolien Caraballo Stephanie Morgan Dave Pickett Anthony Bonna

3. Pledge of Allegiance

President Martin led the assembly in the Pledge of Allegiance.

4. Additions and Deletions to the Agenda and Approval of the Agenda

There being no discussion, Vice President Caraballo moved to approve the Agenda. Mr. Pickett seconded the motion which passed unanimously by voice vote.

5. Approval of Consent Agenda

6.

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genda. Ms. Morgan seconded the lice vote. be Heard is nothing heard under this item. ons solution 25-GFC-02, Authorizing the ility Easement Over a Portion of Lot 2 , as Recorded in Plat Book 125, Page cords of St. Lucie County, Florida, in rt St. Lucie. he City Clerk read Resolution R25	2, Southern Grove Plat 17, of the Public Favor of the City of G-GFC-02 aloud by title only. Kett moved to approve Resolution ballo seconded the motion, which	<u>2024-922</u>
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	Enter into and	
reement between the Port St. Lucie nance Corporation and Saint Matilda,	Governmental	<u>2025-346</u>
ne City Clerk read Resolution R25	-GFC-03 aloud by title only.	
U	••	
ues by Board Members		
is nothing heard under this item.		
ing no further business, the meet	ing was adjourned at 12:34 p.m.	
	25-GFC-03. Vice President Carab ssed unanimously by voice vote. ues by Board Members s nothing heard under this item.	ues by Board Members

Page 2 of 2



Agenda Summary

Agenda Date: 6/23/2025

Agenda Item No.: 5.b

Placement: Consent Agenda

Action Requested: Motion / Vote

Award RFP #20230055 for the Development of the Becker / Village Lifestyle Center in Southern Grove.

Submitted By: Nathaniel Rubel, Procurement Assistant Director, Procurement Management Division ("PMD").

Strategic Plan Link: The City's Goal of a diverse local economy and employment opportunities.

Summary Brief (Agreements/Contracts only)

- 1. Prepared by: Nathaniel Rubel, Procurement Assistant Director, PMD.
- 2. Parties: Governmental Finance Corporation ("GFC") and Sansone Group, LLC ("Sansone").
- 3. Purpose: Development of the Becker / Village Lifestyle Center in Southern Grove.
- 4. New/Renewal/Modified: New.
- 5. Duration: To Be Determined.
- 6. Benefits to Port St. Lucie: Provide a lifestyle center in Southern Grove that will offer a variety of uses including retail, restaurants, hotels, multi-family / apartments, etc.
- 7. Cost to Port St. Lucie (Annual and Potential): GFC Revenue to Be Determined.

Presentation Information: No presentation, but staff will be available to answer questions.

Staff Recommendation: Move that the Board award RFP #20230055 for the Development of the Becker/Village Lifestyle Center to Sansone.

Alternate Recommendations:

- 1. Move that the Board amend and approve the recommended award.
- 2. Move that the Board reject all proposals and provide staff with direction to reissue the solicitation or cancel the Request for Proposals.

Background:

Early in 2021, the City completed the Southern Grove Master Plan based on extensive public input. Port St. Lucie is experiencing significant residential growth within the southwest area of Port St. Lucie. Recognizing a need to continue to meet the desire of Port St. Lucie residents for high quality shopping, dining, and entertainment areas, the Southern Grove Master Plan recommended the development of a Lifestyle/Commercial Center at the northeast corner of SW Becker Road and SW Village Parkway.

Located just west of the Interstate 95 interchange at Becker Road, the area consists of approximately 55+/-

Agenda Date: 6/23/2025

Agenda Item No.: 5.b

acres over multiple parcels as well as a proposed north/south roadway. That road is located between the parcels and will be the responsibility of the selected Developer to design, permit, and construct. These parcels are owned by the GFC, and it has been the GFC's expectation that this block will be developed as a Lifestyle Commercial Center, inclusive of uses such as grocery, gas station, restaurants, small box retail, office, hotel, and higher density residential uses buffered from the adjacent large scale employment center by stormwater lakes and adequate landscaping. The development would include gateway feature locations to allow for signature branding with integrated sculptural elements, pedestrian/public plazas, and carefully designed signage, landscaping, and lighting. The development would include incorporation of the Tradition Trail, a 12-foot-wide multimodal trail proposed to border the adjacent stormwater lakes, which will connect to the larger Tradition Trail system planned throughout the Southern Grove development.

The GFC sought an experienced developer / development team of village scale urban retail/restaurant projects to construct this project, whose experience should incorporate forward thinking approaches to urban design, architecture, engineering, environmental technologies, and the public realm, as well as a focus on placemaking. Envisioned as a destination area, the development of the property should:

• Include a grocery store, restaurants, and small retail shop space. Restaurants should be unique in nature and developed with outdoor dining and/or rooftop dining options. Additional uses are encouraged to include hotel rooms and high-density condominiums, apartments, and/or townhome units integrated into the overall development.

• Create a dynamic urban destination that encourages public gathering places and considers the importance of a pedestrian environment. Buildings are encouraged to address the street where practicable to avoid large parking areas being visible from the streets. Use of on-street parking and shared parking is encouraged.

- Create a unique name, signage, merchandizing, and branding for the development.
- Create substantial positive economic value for the City through the generation of additional property and sales tax revenues.
- Provide a source of quality construction and permanent jobs for area residents.
- Improve connectivity to the surrounding development to effect property values, quality of life, and public safety.

The objective of the initial RFQ process was to determine the level of interest, and select a limited number of qualified developers who would be invited to respond to a Request for Proposals (RFP) to develop the site. Responses to this RFQ were intended to provide general ideas and strategies for the development of the sites, including resumes and qualifications for the development team(s). The qualification packages would then be reviewed to select experienced developers that will advance to the next step of the process, which would be the RFP.

A Request for Proposals (RFP) was issued via DemandStar on June 19, 2023 to 1,088 potential developers. There were six (6) proposals received on August 3, 2023. PMD held the first evaluation committee meeting on September 24, 2023, to review and discuss the proposals and individual firm scores to determine the short list. The Evaluation Committee voted to shortlist the top five (5) ranked firms to participate in the second step of the RFP process. Results for all six (6) firms that submitted proposals in Step One are shown on the attached Step One Consolidated Score Sheet.

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The Step Two Request for Proposals (RFP) was issued on January 14, 2025 to the shortlisted firms. There were two (2) proposals received on March 21, 2025. One of the proposals was deemed non-responsive for failure to provide information required to comply with the minimum RFP requirements. The lone responsive firm was invited to an evaluation meeting held on May 5, 2025, to make presentations and answer more detailed questions regarding the project and their proposal. After the presentation, the Committee discussed the presentation and proposal and submitted their final scoring of the technical proposal and presentation to determine the final rankings. The Committee voted to recommend the award of the RFP and enter into contract negotiations with the highest ranked firm, Sansone. The final scores were announced as follows, and a copy of the Consolidated Score Sheet is attached:

#1 Ranked firm: Sansone Group - 433 points (out of 450)

Due to the length of time required to negotiate a development agreement of this type, staff is requesting GFC Board approval to award RFP #20230055 to Sansone, so that contract negotiations can commence, and close the cone of silence period. Once an agreement is negotiated, staff will bring it forward to the GFC Board for review and consideration.

Issues/Analysis: N/A.

Financial Information: GFC revenue to be determined upon successful contract negotiations.

Special Consideration: N/A.

Location of Project: The Becker / Village Lifestyle Center is located at the northeast corner of SW Village Parkway and SW Becker Road. It encompasses approximately 55+/- acres of land over multiple parcels.

Attachments:

- 1. Notice of Intent to Award.
- 2. Step #2 Consolidated Score Sheet.
- 3. Step #1 Consolidated Score Sheet.
- 4. Proposers List.
- 5. Recommended Proposal Sansone Group.
- 6. RFP #20230055 Step One Documents.
- 7. RFP #20230055 Step Two Documents.

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: 10122; 24192-11; 24352-01.

Legal Sufficiency Review:

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

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NOTICE OF INTENT TO AWARD

Solicitation Title/Event Name:	Development of the Becker/Village Lifestyle Commercial Center - Step Two
Solicitation No/Event ID:	20230055
Solicitation Posted Date:	January 14, 2025
Solicitation Close/ Event End Date:	March 21, 2025
Issuing Officer:	Nathaniel Rubel - Procurement Assistant Director
Issuing Officer Contact Information:	772-344-4230 / nrubel@cityofpsl.com
Strategic Plan Link:	Goal 2: Vibrant Neighborhoods

APPARENT SUCCESSFUL OFFEROR(S)	AWARD AMOUNT
Sansone Group	Fixed Contract Amount TBD
	Select One
	Select One
	Select One
UNSUCCESSFUL OFFEROR(S)	REASONS
Sina Companies, LLC	Non-Responsive
	Select One

Notes: Through a two-step process, pre-qualified proposers were invited to submit technical proposals for the Development of the Becker/Village Lifestyle Commercial Center. One responsive proposal was received from Sansone Group. A presentation was made by Sansone Group to the Evaluation Committee on 05/05/2025. After the presentation, the Committee discussed the presentation and proposal and submitted their final scoring of the technical proposal and presentation to determine the final rankings. The Committee voted to recommend award of the RFP and enter into contract negotiations with the highest ranked firm, Sansone Group.

Authorized Signature: <u>Nathaniel</u> Rubel

Digitally signed by Nathaniel Rubel Date: 2025.05.20 10:13:15 -04'00'



PROCUREMENT MANAGEMENT DEPARTMENT CONSOLIDATED SCORE SHEET EVALUATION - STEP TWO DATE: MAY 5, 2025 @ 1:00 P.M.

	Request for Proposals #2023003 eRFP	55	PROPOSER #1
[Development of the Becker/V Lifestyle Commercial Cent	Sansone Group	
	Scoring Criteria	Max.	
		Points	
	Proposal Vision and Components	20	00.00
	Evaluator #1 - CC		20.00
	Evaluator #2 - RB		17.00
E	Evaluator #3 - SO		20.00
			57.00
	Demonstrated Quality, Capability, and		
	Experience	30	20.00
	Evaluator #1 - CC Evaluator #2 - RB		30.00
			28.00
Ľ	Evaluator #3 - SO	_	30.00
			88.00
	Proposed Financial Plan	30	20.00
	Evaluator #1 - CC		30.00
	Evaluator #2 - RB		28.00
t	Evaluator #3 - SO		30.00
			88.00
	Qualitative Partnership Factors	10	40.00
	Evaluator #1 - CC	_	10.00
	Evaluator #2 - RB	_	10.00
E	Evaluator #3 - SO	_	10.00
_			30.00
	Other Transactional Factors	10	0.00
	Evaluator #1 - CC		8.00
	Evaluator #2 - RB		10.00
E	Evaluator #3 - SO		10.00
			28.00
	Presentation	50	50.00
	Evaluator #1 - CC		50.00
	Evaluator #2 - RB	_	45.00
E	Evaluator #3 - SO		47.00
			142.00
	TOTAL POINTS	450	433.00
	RANK		1

Evaluation Committee Meeting Results:

The Evaluation Committee voted to recommend award to Sansone Group and commence Contract negotiations.



PROCUREMENT MANAGEMENT DEPARTMENT CONSOLIDATED SCORE SHEET EVALUATION - STEP ONE DATE: SEPTEMBER 14, 2023

PROPOSER #1	PROPOSER #2	PROPOSER #3	PROPOSER #4	PROPOSER #5	PROPOSER #6
The Ferber Company	Inter Related Construction Services Corp.	Lansing Melbourne Group, LLC	The Michaels Organization	Sansone Group	Sina Companies, LLC
Rank	Rank	Rank	Rank	Rank	Rank
2	6	4	5	1	3
5	6	4	3	1	2
1	6	5	4	2	3
8.00	18.00 6	13.00 5	12.00	4.00	8.00
	The Ferber Company Rank 2 5 1 8.00	Inter Related Construction Services Corp. Rank Rank 2 6 5 6 1 6 8.00 18.00	Inter Related Construction Services Corp.Lansing Melbourne Group, LLCRankRankRank2642645641658.0018.0013.00	Inter Related Construction Services Corp.Lansing Melbourne Group, LLCThe Michaels OrganizationRankRankRankRank26452643564316548.0018.0013.0012.00	Inter Related Corp.Lansing Melbourne Group, LLCThe Michaels OrganizationSansone GroupRankRankRankRankRank2645126451364314564315643111654218.0018.0013.0012.004.00

Evaluation Committee Meeting Results:

The Evaluation Committee voted to shortlist the top five (5) ranked firms to participate in the Request for Proposals (RFP) Process: (1) Sansone Group, (2) The Ferber Company, (2) Sina Companies, LLC, (4) The Michaels Organization, (5) Lansing Melbourne Group, LLC. The shortlisted firms will be provided the RFP package to participate in the next step for the selection of a developer(s) for the project.

Tabulation Sheet

Agency Name City of Port St. Lucie, Procurement Management Department

Bid Number RFQ-20230055-0-2023/nru

Bid Name Development of the Becker / Village Lifestyle Commercial Center

Bid Due Date 08/03/2023 15:00:00 Eastern

Bid Opening Closed

6 responses found

6	6 responses found.						received
	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes Documents	Sent
С	omplete						
1	Inter Related Construction Services Corp	13.28.40	11111 Biscayne Blvd Apt 725, Miami, FL, 33181	\$0.0000	0.0000	Bid Reply	~
2		08/03/2023 12:34:24 Eastern	101 NE 3rd Ave, 1500, Fort Lauderdale, FL, 33301	\$0.0000	0.0000	Bid Reply	✓
3	Sansone Group	08/03/2023 14:35:56 Eastern	55 SE 2nd Ave., 409, Delray Beach, FL, 33444	\$0.0000	0.0000	Bid Reply	✓
4	Sina Companies	08/03/2023 13:30:22 Eastern	5220 Hood Road, Suite 110, Palm Beach Gardens, FL, 33418	\$0.0000	0.0000	Bid Reply	✓
5	Company	08/02/2023 16:33:12 Eastern	1700 Palm Beach Lakes Blvd., 740, West Palm Beach, FL, 33401	\$0.0000	0.0000	Bid Reply	✓
6		08/03/2023 13:47:41 Eastern	PO Box 90708, 15th Floor, Camden, NJ, 08101	\$0.0000	0.0000	Bid Reply	✓

eRFP #20230055 DEVELOPMENT OF THE BECKER / VILLAGE LIFESTYLE COMMERCIAL CENTER

RESPONSE TO REQUEST FOR PROPOSAL

SUBMITTED: MARCH 21, 2025

SANSONE GROUP CONTACT: PETER CRANE | 561.306.0695 | pcrane@sanonegroup.com ALLIANCE RESIDENTIAL COMPANY CONTACT: ROBERT HALL | 813.480.3445 | rmhall@allresco.com

314-727-6664 sansonegroup.com

120 S. Central Ave. | Ste. 500 | St. Louis, MO 63105









TABLE OF CONTENTS

TAB 1	Transmittal Letter	3
TAB 2	Licensure and Registration	4
TAB 3	Executive Summary	6
TAB 4	Summary of Qualifications	10
TAB 5	Proposal for Development and Operational Plan	33
TAB 6	Additional Information	95



TAB 1 | TRANSMITTAL LETTER

Attention: City of Port St. Lucie Electronic Request for Proposal ("E-RFP") Event Name: Development of the Becker / Village Lifestyle Commercial Center E-RFP Number: 20230055

Sansone Group - St. Louis, MO Based

We are pleased to present to the City of Port St. Lucie our E-RFP Bid Proposal to further develop in Tradition, adding to our current 400+ acre Legacy Park at Tradition Industrial Park. Legacy Park will house over 4M SF of Class A light industrial space once completed and is already home to national credit tenants, such as Costco, Amazon, FedEx, and Cheney Brothers, with more on the way. Once completed, it is anticipated that the park will employ several thousand local residents paying above-average wages. Thanks to our incredible partnership with the City of Port St. Lucie & the Economic Development Council, we have successfully implemented the nationally recognized industrial park to create the Southern Groves Jobs Corridor as the city's leadership originally planned. We propose to bring the same successful execution to this 55 acres (the subject property) to create the perfect Urban Village Mixed-Use Development that will mirror the city's slogan, "A City for All Ages," with a "Development for All Ages."

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group

ALLIANCE RESIDENTIAL COMPANY

The following proposal will demonstrate our vast experience in all commercial real estate product types over our proud 68year history. You all may know us as an industrial developer, but our company was conceived in retail development and has since expanded to development in all sectors. We have successfully developed many mixed-use projects, including almost 10,000 multi-family units under ownership or management. Based on our long track record of developing highly successful projects in all market sectors, as well as our experience in developing in Tradition, we believe that we are the right group to develop this exciting project. Sansone Group has the vision and expertise to work hand in hand with the city to create the perfect High Street Mixed-Use Development, which serves as Legacy Park's "Front Door".

We appreciate the opportunity to partner with the City of Port St. Lucie to bring yet another Class A development to Tradition.

Sincerely,

Douglas G. Sansone Principal

TAB 2

Licensure and Registration



TAB 2 | LICENSURE AND REGISTRATION

SANSONE sroup ALLIANCE RESIDENTIAL COMPANY

Foreign Limited Liability Company PSL INDUSTRIAL OWNER, LLC

Filing Information

Document Number	M20000011781
FEI/EIN Number	85-4340474
Date Filed	12/18/2020
State	MO

Status

ACTIVE

Principal Address

120 S CENTRAL AVE STE 500 CLAYTON, MO 63105

Mailing Address

120 S CENTRAL AVE STE 500 CLAYTON, MO 63105

Registered Agent Name & Address

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

PSL INDUSTRIAL VENTURE LLC 120 S CENTRAL AVE STE 500 CLAYTON, MO 63105

PROFESSIONAL CONTACT INFORMATION

**A majority of this projects development coordination process will be handled out of our Corporate Office Located in St. Louis. MO

SANSONE GROUP CORPORATE OFFICE 120 S. Central Ave. Suite 500 Clavton, MO 63105

PRIMARY POINT OF CONTACT SANSONE GROUP John Benoist Chief Operating Officer 314.727.6664

FLORIDA OFFICE (Secondary Office) Sansone Groups Delray Beach 55 SE 2nd Ave, Suite 409 Delray Beach, FL 33444

Peter Crane Regional Director | Development Partner - Southeast 561.306.0695

TAB 3

Executive Summary



TAB 3 | EXECUTIVE SUMMARY

Two Nationally Recognized Development Firms Partner for Port St. Lucie - Tradition



SANSONE

ALLIANCE RESIDENTIAL COMPANY

Sansone Group is proud to be joining hands with **Alliance Residential Company**, the premier, national name in Multi-Family Development & Construction. Alliance Residential Company has wanted to bring their Luxury Broadstone brand to the Treasure Coast market and Tradition is their bullseye. Both firms share the belief that reputation is paramount and successful execution of development projects is as important. This combination of nationally recognized firms will bring a successful Mixed-Use Lifestyle Village Development, including Broadstone at Tradition (Alliance Residential's first class multifamily development), national retail tenants, restaurants and other amenities to serve current and future residents.

This project will set the bar for Tradition and having **two nationally recognized development firms like Sansone Group & Alliance Residential Company** partnering to bring this vision to life is a Win-Win for everyone involved, **most importantly, the community**!

SANSONE GROUP'S FINANCIAL CAPACITY, STRENGTH AND FUTURE PROJECTIONS

FINANCIAL STRENGTH & TRACK RECORD

Our firm has demonstrated strong financial capacity and disciplined investment management, successfully capitalizing 28 deals with 17 Capital Partners since 2018. These projects encompass 17.8 million square feet, with a total capitalization of \$2.1 billion, financed through a combination of \$799 million in debt and \$1.3 billion in equity. Our consistent financial performance, strategic partnerships, and ability to secure favorable financing terms reinforce our strength in structuring and executing large-scale projects.

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group

ALLIANCE RESIDENTIAL COMPANY

We maintain a stable balance sheet, a strong liquidity position, and no history of loan defaults, foreclosures, or legal **disputes**, ensuring our reliability as a development partner.

FINANCIAL FORECAST & PROJECTIONS

Our future financial performance is projected to remain strong, with a **pipeline of high-guality projects** and continued access to diverse sources of capital. Based on historical trends and market analysis, we anticipate:

- Sustained growth in total capitalization, with a projected increase in deal volume and square footage developed over the next 5 years.
- Prudent leverage ratios, balancing debt and equity to optimize financial returns while maintaining low-risk exposure.
- Stable and increasing returns for investors, driven by sound asset selection, strategic capital structuring, and proactive risk management.

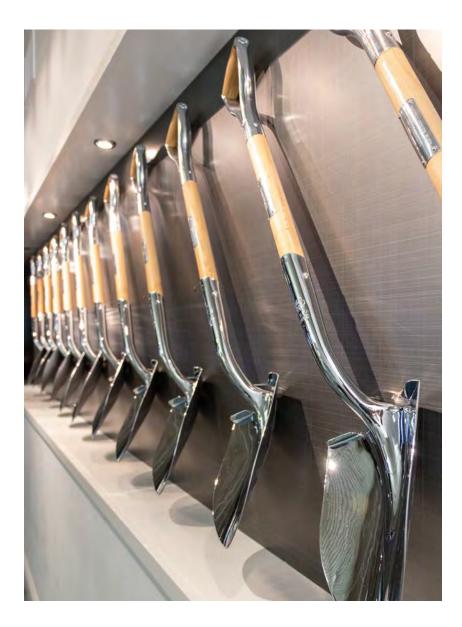
CURRENT COMMITMENTS & FINANCING REQUIREMENTS

We continue to actively manage our existing portfolio while pursuing new strategic opportunities. Our current commitments include multiple ongoing developments with secured capital partners and lender commitments. Our financing strategy includes:

- Maintaining a balanced capital structure, leveraging both equity and debt financing for new developments. •
- Expanding lender relationships, securing competitive loan terms for future projects.
- Attracting new institutional and private capital partners, ensuring access to capital for future growth.

Our strong financial foundation, disciplined investment approach, and ability to secure capital efficiently position us well for continued success and long-term sustainability. We remain committed to executing financially sound and communityenhancing projects in partnership with the City.

TAB 3 | EXECUTIVE SUMMARY



Developing High-Quality Projects throughout the United States

Sansone Group is a real estate development company with a rich history of 68 years in the industry. The company has established an excellent reputation for constructing high-quality projects in key markets throughout the United States. With its diverse range of expertise in both commercial and multi-family sectors, Sansone Group offers advantageous real estate solutions to a multitude of businesses. Having developed over 50 million square feet of industrial projects in 32 different states, the company has proven its ability to deliver successful projects across diverse geographies. Sansone Group's versatility is evident in the types of industrial projects it has experience with, including warehouses, distribution centers, truck terminals, manufacturing facilities, and refrigerated warehouses, which showcase the company's ability to meet the specific needs and requirements of its clients. TAB 4

Summary of Qualifications



Indicate the Firm's background in providing these services to governmental entities or commercial enterprises.



About Sansone Group

Sansone Group is a commercial real estate firm headquartered in St. Louis, Missouri. The firm was founded in 1957 by Anthony F. Sansone, Sr. and is now led by three of his sons as principals of the firm.

The company specializes in development, facility management, and brokerage services in commercial and multifamily sectors. With a local presence in St. Louis and a national footprint, the firm is well positioned to provide clients with customized solutions tailored to their specific needs and preferences. Sansone Group is also known for its deep commitment to the communities it serves and a highly reputable and respected commercial real estate firm with a strong track record of success.



SANSONE GROUP NATIONAL FOOTPRINT

SANSONE

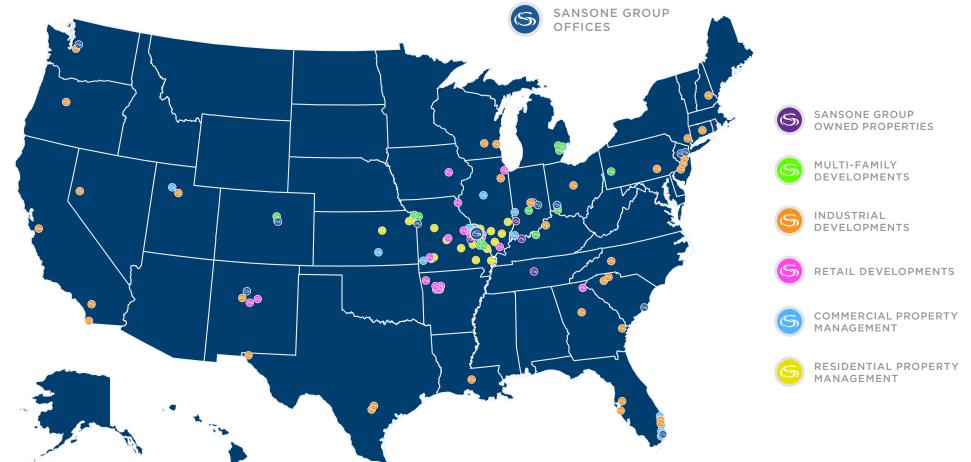
Sansone Group is headquartered in Saint Louis, Missouri with office in:

- Albuquerque, NM
- Charleston, SC
- Cincinnati, OH
- Denver, CO
- Fort Lauderdale, FL
- Gladstone, NJ
- Indianapolis, IN
- Kansas City, MO
- Montclair, NJ
- Naples, FL

- Philadelphia, PA
- Seattle, WA
- Wilmington, NC

Developments in 32 states including:

Arizona • Arkansas • California • Colorado • Connecticut • Florida Georgia • Illinois • Indiana • Iowa • Kansas • Kentucky • Louisiana Massachusetts • Michigan • Mississippi • Missouri • Nevada New Jersey • New Mexico • New York • North Carolina • Ohio Oklahoma • Oregon • Pennsylvania • South Carolina • Tennessee Texas • Utah • Washington • Wisconsin



BY THE NUMBERS

- More than 200 real estate professionals •
- Developed over 50 million square feet of industrial, retail, office, healthcare, and multi-family projects •
- Completed \$3.4 billion in investment transactions over past five years •
- \$2.8 billion in market value under construction •
- Active development pipeline of over 55 million square feet representing over \$9.4 billion •
- Over 7,000 acres of land in development pipeline •
- Management of over 104 properties with approximately 9.9 million square feet • of healthcare, retail, office, industrial, and multi-family properties
- Completed 6.6 million SF in average annual brokerage transactions (over the last 3 years)

55MM square feet in pipeline 230real estate professionals \$2.8BTL

currently under construction

years in business

Since 1957 Founder Anthony F. Sansone, Sr. SANSONE

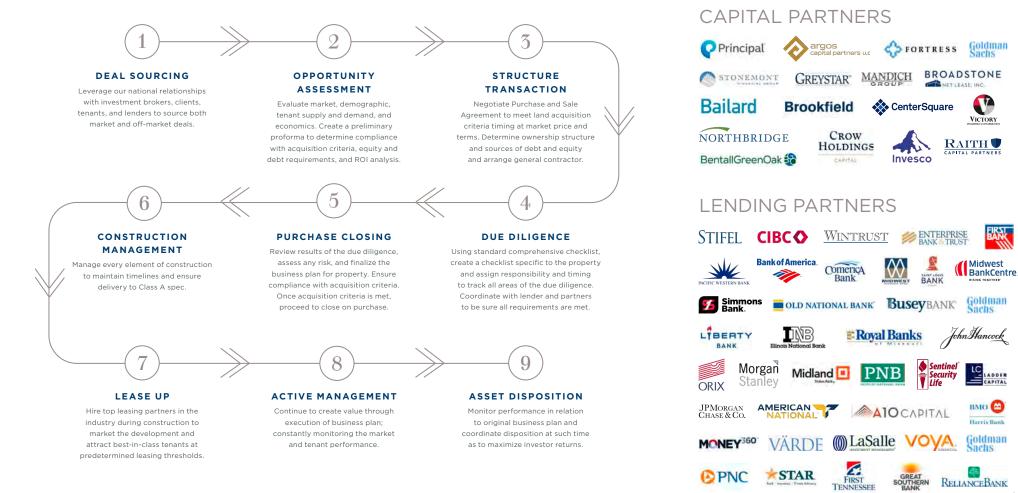
group

DEVELOPMENT AND ACQUISITIONS

SANSONE group

Sansone Group's history dates back to 1957. Through those years, we have established an outstanding reputation for developing high-quality projects in key markets throughout the United States. This includes development in both commercial and multi-family sectors.

The Sansone Group team has developed over 50 million square feet of industrial projects from coast to coast in 32 states. These projects include warehouse and distribution centers, truck terminals, retail shopping centers, office and medical buildings, multi-family residential and free-standing structures are all part of our diverse development portfolio. Our team currently has more than \$7.1 billion in market value under construction and 56 million SF in the pipeline.



RETAIL DEVELOPMENT PORTFOLIO

SANSONE



THE PROMENADE AT BRENTWOOD 1 Brentwood Promenade Court | Brentwood, MO 337,800 SF



PLANET FITNESS 1768 N Crossover Road | Fayetteville, AK 20,010 SF



SOUTH LAKEVIEW PLAZA St. Louis, MO 195,363 SF



SHOPPES AT CROSS KEYS St. Louis, MO 350,000 SF



WALGREENS 22 freestanding in Missouri & Arkansas 15,000-21,000 SF



OLYMPIC OAKS VILLLAGE 12109 Manchester | Des Peres, MO 91,424 SF



DIERBERGS HERITAGE PLACE Creve Coeur, MO 250,000 SF



DIERBERGS FENTON CROSSING Fenton, MO 152,000 SF



PLAZA & SHOPPES AT SUNSET HILLS 10980 Sunset Plaza | Sunset Hills, MO 453,758 SF



NORTHSHORE TOWN CENTER Knoxville, TN 78,306 SF



WATSON ROAD RETAIL Sunset Hills, MO 4,345 SF



TARGET Kirkwood, MO 100,000 SF

RETAIL DEVELOPMENT PORTFOLIO

SANSONE group

Watson Road Retail Sunset Hills, MO 4,345 SF

Cornelia Shops Cornelia, GA 21,810 SF

Times Square Mall Mt. Vernon, IL 266,564 S

Shoppes at Seckman Imperial, MO 16,800 SF

Plaza on the Boulevard Jennings, MO 50 acre/372,098 SF

Shoppes at Mallard Pointe St. Charles, MO 26,300 SF

Prairie Trail Quincy, IL 44 acres/420,000 SF

Millennium Plaza Rockford, IL 20,600 SF Southtown Centre St. Louis, MO 88,634 SF

Dierbergs Brentwood Pointe Brentwood, MO 171,000 SF

Mid Rivers 94 St. Peters, MO 150,000 SF

Cypress Run Boca Raton, FL 100,000 SF

Jefferson County Plaza Jefferson County, MO 318,000 SF

Dierbergs Fenton Crossing Fenton, MO 152,000 SF

Lindbergh & Concord St. Louis, MO 100,000 SF

66 Drive-In Center Crestwood, MO 200,000 SF Woodland Plaza Florissant, MO 37,500 SF

Morris Corners Springfield, MO 56,033 SF

Dierbergs Clocktower Place Florissant, MO 211.000 SF

Gentry Square St. Louis, MO 90,000 SF

Keller Plaza St. Louis, MO 160,000 SF

American Plaza St. Louis, MO 109,049 SF

Gravois Village Plaza High Ridge, MO 114,000 SF

Target Kirkwood, MO 100,000 SF Inn Village I & II Ballwin, MO 30,000 SF

Northland Square Cedar Rapids, IA 187,068 SF

Golf Galaxy 15,000 SF Brentwood, MO

Advance Auto Parts Fayetteville, AR 6,776 SF

Mobil on the Run Imperial, MO 4,200 SF

Dobb's Tire & Auto Washington, MO 8,607 SF

Dobb's Tire & Auto Warrenton, MO 8,607 SF

Dobb's Tire & Auto Highland, IL 7,860 SF

MULTI-FAMILY DEVELOPMENT PORTFOLIO

SANSONE



STONECREST OF MERIDIAN HILLS



STONECREST OF ROCHESTER HILLS Rochester Hills, MI



Saint Louis, MO



STONECREST OF THE PLAZA Kansas City, MO



STONECREST OF LOUISVILLE Louisville, KY



STONECREST OF TROY Troy, MI



STONECREST OF TOWN AND COUNTRY Town and Country, MO



STONECREST OF ANDERSON TOWNSHIP





STONECREST OF NORTHVILLE Northville, MI



STONECREST OF BURLINGTON CREEK Kansas City, MO

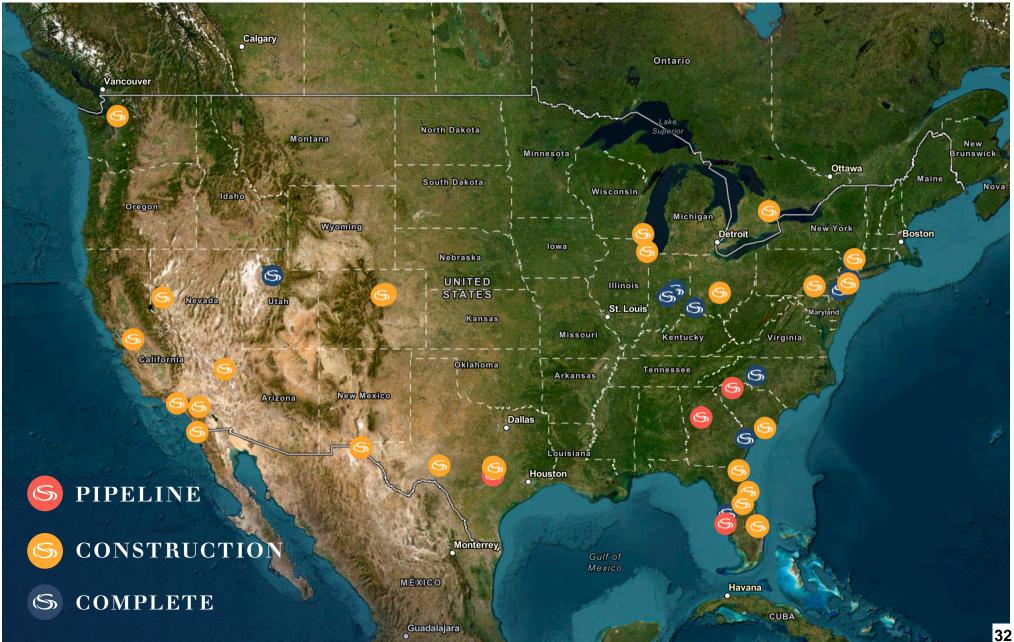


1515 FLATS Denver, CO

EVO ON EMERSON Denver, CO

INDUSTRIAL DEVELOPMENT MAP

SANSO group



TAB 4 | SUMMARY OF QUALIFICATIONS

Indicate specifically the members of the firm who will have primary responsibility for the City's Contract and provide a resume for each to include professional licensure to meet the requirements of the services requested herein.

SANSONE 🔥

group

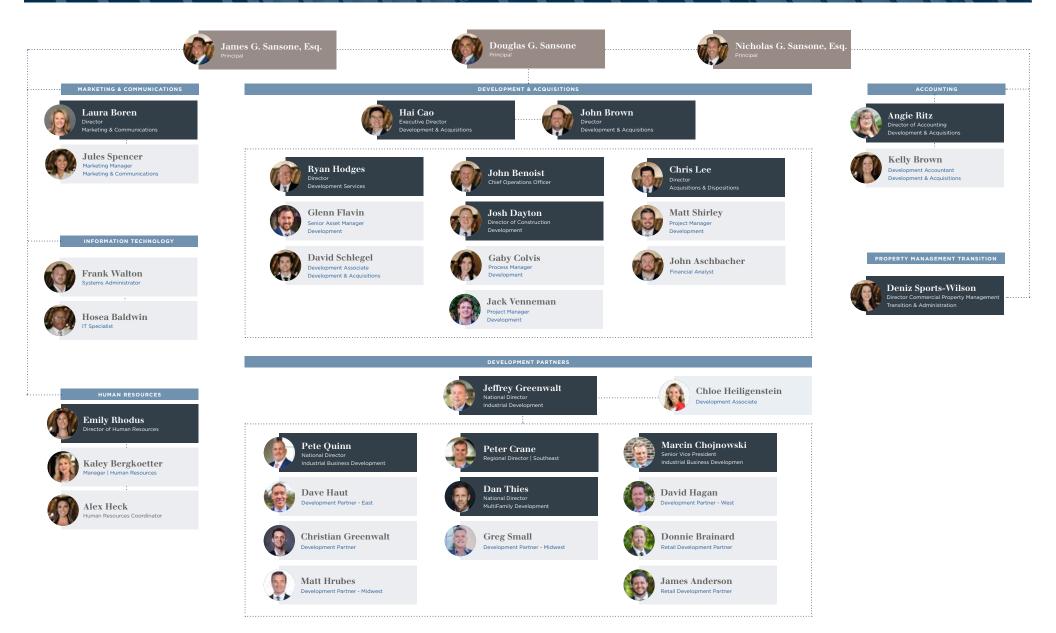
ALLIANCE RESIDENTIAL COMPANY

Members of the firm who will have primary responsibility for the City's Contract are: Jeff Greenwalt, Hai Cao, and Chris Lee of Sansone Group. See below for additional information.

Indicate all key individuals and their project specific tasks and/or areas of expertise. Provide the same information for any sub-consultant firms and individuals proposed for this project. The following are the key individuals to be involved in this project, in addition to above: Bobby Anderson and Robert Hall of Alliance Residential Company. See below for additional information.

TAB 4 | SANSONE GROUP DEVELOPMENT TEAM

SANSONE group



TAB 4 | SANSONE GROUP LEADERSHIP

SANSONE



James G. Sansone, Esq. Principal

Jim started interning at Sansone Group while he was still in college and worked alongside Senior. After graduating law school in 1987, he joined full time as the firm's general counsel. Shortly thereafter, Senior told him that he was in charge of negotiating the Dierbergs' lease for their landmark development Dierbergs Heritage Place. That was the first of many retail developments that Jim was involved with on the brokerage front, construction oversight and representing the company's zoning and entitlements.

Over the years, Jim served in numerous roles in service of the Group including overseeing the multifamily and residential divisions, human resources, legal, zoning and entitlement, and all press related issues. He also oversaw the Commercial Property Management division until 2018 when the brothers distributed leadership to department heads who would in turn report to the brothers as a board. As the company has matured, Jim spends his time working with development partners and Sansone Group brokers to find opportunities across the country in development, land transactions and tenant representation opportunities.

EDUCATION

- St. Louis University | The John Cook School of Business BSBA | Finance (1983)
- University of Missouri Columbia Juris Doctor (1987)

AWARDS & RECOGNITION

- Top 10 Development Firm in US
- St. Louis Family Business Award
- St. Louis' "40 under 40"
- Commercial Real Estate Hall of Fame
- Most Influential St. Louisan
- St. Louis King Award presented by The Archdiocese of St. Louis



Douglas G. Sansone Principal

Doug Sansone started his career at Sansone Group working as a teenager at properties doing custodial and maintenance work. He joined the firm full time after earning his master's degree in 1994. Early during his leadership, Doug worked in brokerage and on development projects as well as oversaw the marketing and IT departments. His first major development he closed was The Promenade at Brentwood, a Target-anchored 350,000 SF retail power center in St. Louis.

Doug works closely with the firm's brokers on land deals and maintains close relationships with investors. Doug was integral in the formation of the multifamily development division which launched in 2022 and has over 16 projects in the pipeline. Finding new ways to continually grow and expand the business and strengthening the legacy of his father, Anthony F. Sansone, Sr. is Doug's passion.

EDUCATION

- St. Louis University Bachelor of Arts | Real Estate (1993)
- Webster University | School of Business and Technology Master of Arts | Real Estate Management

AWARDS & RECOGNITION

- St. Louis' "40 under 40"
- Commercial Real Estate Hall of Fame
- Most Influential St. Louisan
- St. Louis Family Business Award
- Top 10 Development Firm in US



Nick G. Sansone, Esq. Principal

Nick started with Sansone Group as an intern during high school doing custodial and maintenance work at properties and then moving to marketing and brokerage in college. After obtaining his law degree, Nick returned to Sansone Group full time in 2007 and worked with the Florida Commercial Property Management Division. Then Nick transitioned into more brokerage and development work and his first deal was a ground lease Burger King at Plaza on the Boulevard, a shopping center previously owned by Sansone Group.

Development was always a passion for the Principals, and Nick and his brothers had a vision to formalize and grow Sansone's development presence and acquisition opportunities. Nick played a critical role in establishing Limited Partner relationships for co-investment on deals, and in capitalizing on the e-commerce boom specifically for industrial development. When visiting an acquisition opportunity sourced by Jake Corrigan and Vince Bajardi in Indianapolis, Nick was introduced to Jeff Greenwalt, now serving as the firm's National Director. Soon after that intro, the Development Partner Program was born and in 2021 Sansone Group was named a Top 10 Development Firm in the US.

EDUCATION

- Webster University, St. Louis, MO Bachelor of Arts | Psychology (2001)
- The John Marshall Law School, Chicago, IL Juris Doctorate (2005)

AWARDS & RECOGNITION

- 2023 St. Louis Titan 100 Award
- Top 10 Development Firm in US
- St. Louis Family Business Award
- St. Louis' "40 under 40"
- Mission Continues Compass Award for Trust
- Oralist Herzog Moot Court Competition

TAB 4 | DEVELOPMENT TEAM

SANSONE group



Jeffrey Greenwalt National Director

Jeff Greenwalt brings over 40 years of real estate construction and development experience to Sansone Group. Jeff began his career at his family's small construction business and, over the course of 15 years, grew the revenues of the company to become one of the top 100 construction companies in the US. Additionally, he has worked for major clients throughout the country, developing millions of square feet of projects totaling in excess of \$2 billion. These projects included warehouse/distribution, manufacturing, infrastructure, retail, office and assisted living facilities in over 26 states.



Dave Haut Industrial Development Partner East

David Haut brings over 35 years of real estate industry experience to Sansone Group. Having represented many large corporations on a national basis, he provides a unique perspective to the Sansone Group Industrial Development team. David has worked with numerous clients to develop millions of square feet of industrial facilities across the United States and brings a client-centric perspective with respect to site selection and acquisition, construction/ development and leasing. David's focus has been on providing real estate solutions for clients that meet both their financial and operational needs and works to bridge the gap between the client's operational requirements and the real estate transaction. David is a graduate of the University of Pennsylvania.



Peter Crane Regional Director - Southeast Industrial Development

Pete Crane, a development partner, serves as the Regional Director of Development & Acquisitions focused on the southeast US. With almost two decades of Commercial Real Estate experience, Pete leads the company's expansion throughout the southeast with an emphasis on Industrial Development. Throughout his career Pete has specialized in everything from Leasing & Investment Sales as a broker to running Acquisitions & Dispositions. Pete is responsible for sourcing +/-8 million SF of Class A Light Industrial developments throughout. Most notably, Legacy Park at Tradition in Port St. Lucie, FL which once completed will be 5.4 million SF located on over 500 acres filled with National Credit Tenants that already includes FedEx, Amazon, Cheney Brothers and more.



Chloe Heligenstein Development Associate

Chloe joined Sansone Group as a Development Associate, working closely with Jeff Greenwalt. She collaborates with industrial Development Partners to manage transactions, including build-to-suit projects, value-add acquisitions, and ground-up developments, serving as a key resource for customers in industrial real estate development and investment. Chloe began her career as an industrial broker at Colliers in Charleston, SC, before moving to the principal side of the business. Her passion for Tenant Representation drives her efforts at Sansone in maintaining corporate relationships. Prior to Sansone, she served as an Analyst and later as a Business Development Manager for an industrial developer, supporting Sansone's industrial platform growth.



Hai Cao Executive Director Development & Acquisitions

Hai Cao joined Sansone Group in 2017 and currently serves as Executive Director of the Development and Acquisition division. He is responsible for the division's profitability and overall performance, leading a 10-person team in partnering with institutional capital partners and lenders to acquire, permit, construct, lease, and sell approximately 9 million square feet of Class A industrial warehouses (cold and dry) across the United States. This \$2 billion portfolio includes ground-up developments from conception to completion for several Fortune 100 tenants like FedEx, Amazon, Costco, and Home Depot. Before joining Sansone Group, Hai spent a decade in Asia with CapitaLand and Far East Organization, two of the region's largest real estate developers, managing a \$200 million real estate development fund and a \$400 million multi-family asset portfolio.



Chris Lee Executive Director Acquisitions & Dispositions

Chris brings over two decades of experience in acquisition, disposition, and asset management within the real estate sector. At Sansone Group, he leads the negotiation, drafting, and compliance of real estate transactions, ensuring precision and professionalism. His background includes managing and leasing multifamily and commercial properties and strong proficiencies in asset management. Prior to joining Sansone Group, Chris gained diverse experience in the real estate industry, enriched by a comprehensive educational foundation. This varied experience empowers him to expertly oversee real estate transactions from inception to completion, guiding teams within the organization to execute each transaction with the utmost precision.

TAB 4 | DEVELOPMENT TEAM

SANSONE group



John Brown Director Development & Acquisitions

As Director of Development & Acquisitions, John manages and completes acquisition and development activities nationwide. He oversees land and building acquisitions from the letter of intent through due diligence, financial modeling, capital structuring, and closing. John also supervises pre-construction and construction activities with the help of project managers. He supports development and acquisition leasing and asset management efforts, and once projects are stabilized, he coordinates transitions to property management and property disposition.



John Benoist Chief Operating Officer

John is an experienced construction professional with over 20 years in managing various project types, including industrial, multi-family, educational, and retail. John is responsible for construction oversight across all of Sansone Group's developments and has led major projects, including industrial developments for FedEx, Amazon, Costco, and UNFI. His role begins with due diligence and entitlements, assembling the project team, and overseeing the engagement process for design and construction. He reviews contracts and budgets, sets project schedules, and develops relationships with key stakeholders, such as municipalities, capital partners, and tenants.



Ryan Hodges Director Development

Ryan is a Civil Engineer with over 35 years of experience in site acquisition and project design, based in St. Louis. He has led site design and entitlement efforts for Fortune 500 companies across major markets nationwide. Before joining Sansone Group, Ryan led Duke Realty's Development Services group, overseeing markets in St. Louis, Nashville, Dallas, Houston, Oakland, Raleigh, and Seattle. Ryan's career began as a site superintendent for Korte Construction, coordinating field efforts. At Engineering Design & Management, he prepared fully engineered commercial and municipal project plans. He played a key role in creating and operating Levee Districts in Metropolitan St. Louis and served 14 years as a Corps of Engineers officer in the Army Reserve, conducting facility evaluations, energy audits, and compliance assessments.



Josh Dayton Project Executive Development

At Sansone Group, Josh Dayton serves as a Project Executive within the Development Department, where he manages full project life cycles and teams. His responsibilities include obtaining development entitlements and approvals, collaborating with architects and engineers on site and building design, overseeing general contractor bidding and procurement, leading value engineering efforts, managing construction, and ensuring project closeout. Josh joined Sansone Group in 2022, bringing over 12 years of construction experience as a contractor of Operations for a mid-Missouri general contractor, specializing in groundup retail construction and high-end tenant improvements. He also managed ground-up QSR restaurant construction in Texas, Louisiana, and Oklahoma as an owner's representative.



Glenn Flavin Senior Asset Manager Development

Glenn Flavin, a seasoned Asset Manager at Sansone Group since 2020, brings 15 years of experience in commercial real estate. He has managed over 15 million square feet of complex assets and large portfolios across the U.S. for numerous clients. At Sansone Group, Glenn executes investment strategy plans, oversees financial management during construction, develops leasing strategies, and manages operations until asset disposition. He also handles investor communications and assists directors with debt financing. Glenn holds a Bachelor of Arts in Business Management and Accounting from Lindenwood University, equipping him with strong financial analysis and strategic planning skills.



Matt Shirley Project Manager Development

Matt brings over 10 years of real estate development and construction experience to the Sansone Group. Throughout his career, he has managed numerous projects from acquisition to completion in multiple markets across the country in various sectors. Matt employs a handson approach to project management, fostering superior quality through close oversight, streamlining process implementation, and driving operational excellence. At Sansone Group, he is responsible for project entitlements, due diligence, general contractor selection & contracting, bid analysis, construction management, and asset turnover. Matt earned his MBA from University of Texas at Dallas and Bachelor Degrees in Finance and Accounting from Oklahoma State University.

TAB 4 | DEVELOPMENT TEAM

SANSONE



David Schlegel Development Associate Development & Acquisitions

David Schlegel joined Sansone Group in June 2021 as a Property Coordinator for commercial property management. In this role, he took charge of enhancing collections processes to minimize delinquencies and provided crucial support to property managers in their day-to-day operations. Demonstrating versatility and a keen financial acumen, Dave transitioned to the role of Financial Analyst in 2022 and has recently earned a promotion to Development Associate for Development. In his current capacity, Dave plays a pivotal role in the organization, tasked with underwriting potential development and acquisition deals and evaluating financial returns for existing assets under management. Other responsibilities include assisting in the due diligence process for various product types, researching new business opportunities and sourcing project financing.



John Aschbacher Financial Analyst Development & Acquisitions

John, a Finance graduate from the University of Missouri, brings a strong accounting background and keen attention to detail. He began his career at Armstrong Teasdale, spending three and a half years in their accounting department. In January 2022, John joined Sansone Group as a corporate accountant and transitioned to the development team in 2024 as a financial analyst, focusing on construction draws. Currently, he works in asset management, preparing draw packages for active construction projects and underwriting deals using financial models. John is enthusiastic about leveraging his skills and continuing to learn to add value to the team.



Gaby Colvis Process Manager Development

Gabriela joined Sansone Group in 2022, bringing extensive experience in development and construction project management. In her current role, she is responsible for analyzing procedures, proposing efficiencies, and implementing process improvements while monitoring results. Gaby excels as a Smartsheet expert, developing databases, streamlining workflows, and implementing advanced automation. Previously, she served as a Project Manager at Cushman & Wakefield, supporting Chick-fil-A's international expansion in Canada and domestic projects in the Midwest. She played a key role in creating SOPs and Department Manuals, integrating Smart PDFs, and collaborating with various teams, including real estate, analytics, and accounting, while maintaining on-site communication with restaurant operators.



Grant Mechlin Executive Director Retail & Multifamily Services

Grant Mechlin specializes in retail leasing, tenant representation, retail and multifamily development, and investments sales. Since joining Sansone Group in 2007, Grant has successfully completed transactions in 23 states with team transactions in excess of \$1.5 Billion over his career. Grant is licensed by the Missouri Real Estate Commission and is a member of the St. Louis Business Journal 40 Under 40 class of 2019.



Mark Kornfeld Executive Director Retail & Multifamily Services

Mark Kornfeld specializes in retail leasing, tenant representation, retail and multifamily development, and investments sales. Since joining Sansone Group in 2005, Mark and his team have completed in excess of \$1.5 Billion in transactions over his career. Mark is licensed by the Missouri Real Estate Commission and has been recognized as a "Power Broker" by CoStar Group.



Jackie Hall Operations Manager Retail Brokerage Services

Jackie joined Sansone Group in November 2016. Drawing from her background in office administration in healthcare and residential real estate as a transaction coordinator, she began as the primary support to the retail brokerage team. Jackie obtained her Missouri Real Estate Salesperson license in October 2018, joining the team of company veterans Grant Mechlin and Mark Kornfeld. Jackie ensures transactions run smoothly, from site research to the closing table. Jackie holds a Bachelor of Arts from the University of Missouri-Columbia and is a member of the St. Louis Association of Realtors.

TAB 4 | DEVELOPMENT TEAM

SANSONE group



Nick Valleroy Corporate Controller Finance & Accounting

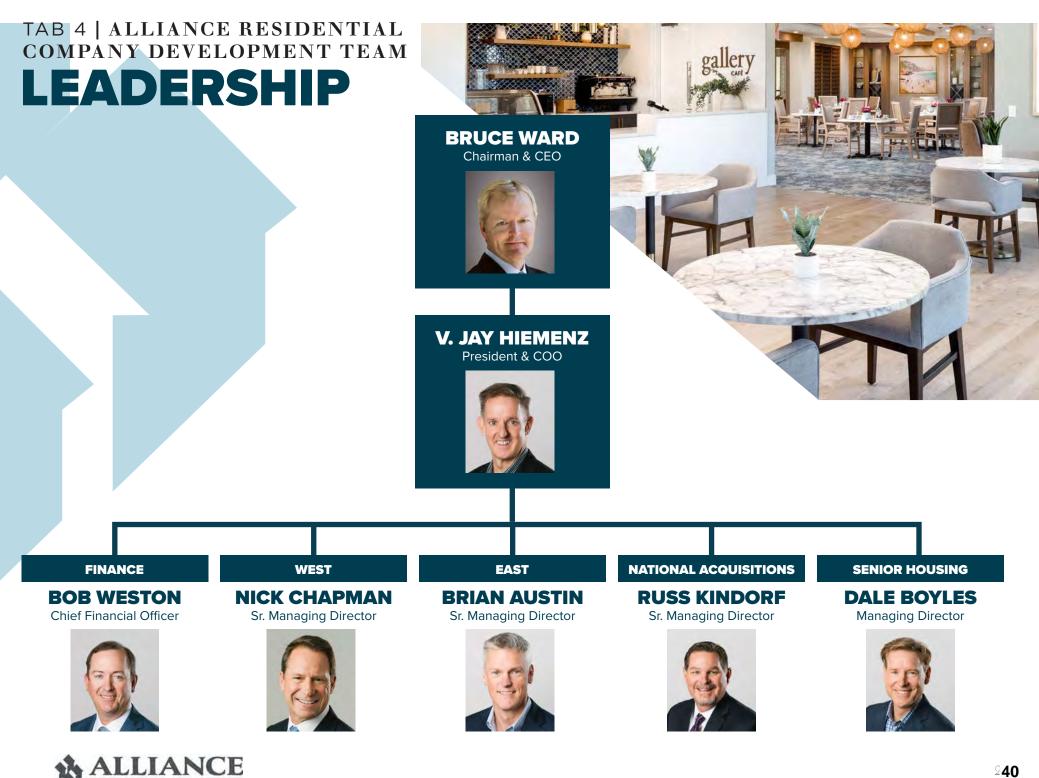
As Controller, Nick oversees the Corporate Accounting Department who manages the day-to-day accounting for Sansone Group. This includes managing the general ledger and month end close processes as well as managing cash transactions and liquidity of Sansone Group and all tax and corporate compliance matters. Additionally, Nick provides monthly and quarterly reporting of financial results while also overseeing the budgeting and forecasting processes for Sansone Group.



Angie Ritz

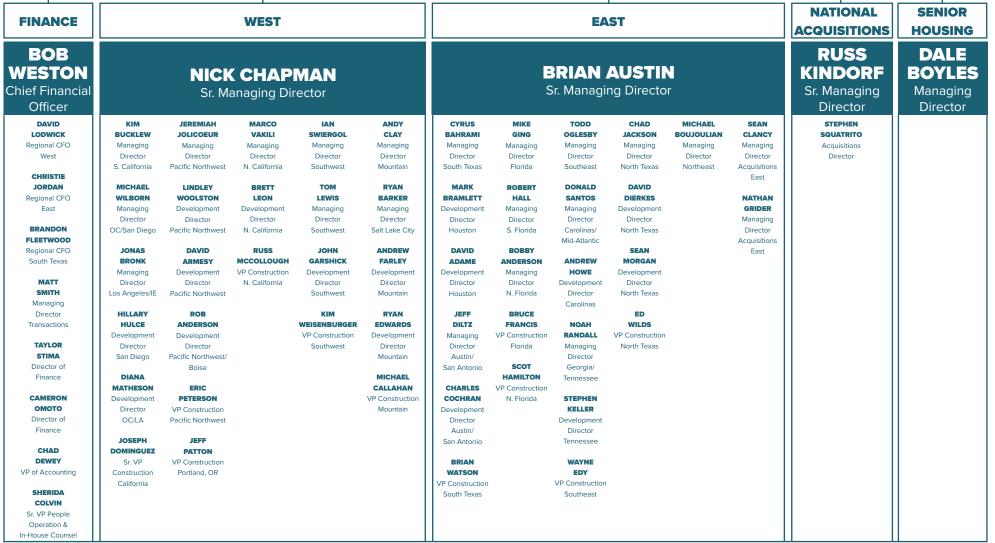
Director Commercial Property Management & Development Accounting | Finance & Accounting

Ms. Ritz oversees the day-to-day functions of commercial and development accounting for all our commercial properties. Angle is responsible for monthly reporting to clients, including reviewing and processing accounts payable, accounts receivable, and maintenance of the property's general ledgers. Angle works directly with the property and portfolio managers on the commercial properties' financial status, including budgets, cash flow reports, and tenant billings.



RESIDENTIAL COMPANY





BIOGRAPHIES



BRUCE C. WARD CHAIRMAN/CEO

- Managing partner of Alliance, overseeing acquisition and development/rehabilitation efforts
- Acquired or developed 120,000 apartment homes across the country with Alliance key executive group
- Former Group Managing Partner for Trammell Crow Residential–West, where he led the merger with BRE Properties, a San Francisco-based REIT, in 1997
- Member of the World President's Organization and the former chair of Homeward Bound Board of Trustees, current Trustee for All Saints' Episcopal Day School; serves on Banner Health Foundation Board of Directors
- Multifamily Executive of the Year in 2014
- Graduated from the University of Texas at Austin



BOB WESTON CHIEF FINANCIAL OFFICER

- Leads Alliance's capital markets strategy for investments, and oversees company-wide financial administration and risk management activities
- Raised over \$20B in multifamily capital, representing over 83,000 units
- Previously served as Managing Director for Alliance's Southeast division; held various roles within SunTrust Bank real estate group
- Member of ULI Multifamily Bronze Council; participates in the NMHC Audit Committee; serves as Chairman of the Board of Directors of the Musical Instrument Museum; active member of the Scottsdale Charros
- Graduated from Washington & Lee University; received an MBA from Emory University



V. JAY HIEMENZ PRESIDENT/COO

- Currently responsible for oversight of Alliance operations nationwide
- Previously served as Alliance's Chief Financial Officer, raising roughly \$7B worth of multifamily capital since Alliance's inception
- Former CFO and Managing Director of Capital Markets
 for BRE Builders
- Executive board member of NMHC and a member of ULI
- Has spoken at numerous industry functions, including events by the Wall Street Journal, MFE, NMHC, and ULI
- Graduated with honors from Texas Christian University and formerly held designations of CPA, CIA and CPM



NICHOLAS J. CHAPMAN SENIOR MANAGING DIRECTOR, WEST

- More than 30 years of industry experience overseeing multifamily development and acquisitions activities throughout the Western U.S.
- Background includes development of multifamily, hotel, office and retail projects
- Began his development career with Trammell Crow Residential (TCR), then oversaw multifamily development in Northern California following the TCR merger with BRE Properties
- Graduated from Texas Christian University; received an MBA from Southern Methodist University



BIOGRAPHIES



ROBERT HALL MANAGING DIRECTOR, SOUTH FLORIDA

- Oversees Alliance's development activities in the South Florida area, including site selection, land contract negotiations, entitlements, financing, assembling consultant design teams, and ensuring completion and lease-up of projects in the tri-county markets
- Brings 25 years of experience, with his main focus in the South Florida markets
- Prior positions held with The Altman Companies, Ram Residential, JPI, and The Related Group
- Developed more than 8,500 apartment units across a variety of product types, including garden, townhome, mid-rise and mixed-use, with an estimated value of \$1.4B



BOBBY ANDERSON MANAGING DIRECTOR, NORTH FLORIDA

- Responsible for all new development and acquisition
 activities in the Orlando, Tampa, and Jacksonville areas
- Joined Alliance in 2013 as Development Director in South Florida
- Previously worked for ST Residential overseeing the Florida multi-family portfolio
- Involved with the sale of over 2,500 condos and the development of over 2,700 apartment units ranging in product type from garden, townhome, midrise, high -rise and mixed-use projects with an estimated value of over \$1B
- Graduated from the University of Florida with a BA; holds an MBA in Real Estate



TAB 4 | ORGANIZATIONAL CHART - PROPOSED SUBCONTRACTORS

Provide an organizational chart to include any proposed subcontractors indicating their responsibility to the prime consultant firm and for this project.



* ALLIANCE RESIDENTIAL COMPANY SELF PERFORMS GENERAL CONTRACTING SERVICES

SANSONE

ALLIANCE RESIDENTIAL COMPANY

TAB 4 | CLIENT REFERENCES



Provide a listing of at least three comparable client references that are using the Firm's professional services for the scope of services outlined in this eRFP (i.e., client name, address, telephone number, contact person, length of time service was provided, general scope of work and value of contract). The City may request a complete list of clients later.

REFERENCES

Ryan Albano President & COO Broadstone Net Lease, Inc.

207 High Point Drive Suite 300 Victor, NY 14564

D: 585.287.6498 C: 585.705.2203 ryan.albano@broadstone.com

Service Length: 3 Years

Broadstone is our capital partner for a 1 Million SF build to suit development for United Food Inc in Sarasota, FL and a capital partner for a 300,000 SF retail acquisition in St Louis, MO.

Total values of these 2 transactions are \$330 Million

Nelson Hioe Co-Founder, Managing Partner Raith Capital Partners

2666 3rd Ave. Suite 1701 New York, NY 10017

D: 212.938.6991 C: 617.680.9685 nelson.hioe@raithcapital.com

Service Length: 2.5 Years

Raith is our capital partner in two industrial development closings with total value of over \$180 Million and future phases the will bring the total value over \$300 Million+ Joe Wanninger Managing Director -Asset Management Principal Asset Management

Des Moines, IA 50392-1370

D: 515.247.5789 M: 515.314.1342 wanninger.joe@principal.com

Service Length: 4 Years & proceeding

Principal is our capital partner on a development of an industrial park totaling up to six buildings of over 1.3 Million SF and total value of +/-250 Million

TAB 4 | CITY OF PORT ST. LUCIE RELATIONSHIP



If firm is currently or has previously provided services for the City of Port St. Lucie, please provide an itemized list of these projects to include contact person, length of time service was provided and value of contract.

Although we have not directly provided services to the City of Port St. Lucie, as previously mentioned, Sansone Group is currently developing Legacy Park at Tradition, a 400+ acre, Class A industrial development that is home to Fed Ex, Amazon, Cheney Brothers, Costco, and others.

Proposal for Development and Operational Plan





Principals: James, Nicholas & Douglas Sansone



Continuing the Legacy

We honor the legacy of our Founder, Anthony F. Sansone Sr., for his visionary leadership and innumerable contributions to his community and the world at large.

We strive to always meet and exceed the highest standards which he set throughout his life by practicing our core values of Teamwork, Creativity, Hard Work, Faith, and Professionalism.

History



Anthony F. Sansone was born on July 19th, 1926, in St. Louis, Missouri to Italian immigrant Anthony "Lan" Sansone and Rose Cammarata Sansone.



Over the years, Sansone Group has been housed at 7777 Bonhomme Ave., 8860 Ladue Rd, 12161 Manchester at Olympic Oaks Village Shopping Center, Bonhomme

Place, and currently resides in Clavton at 120 S. Central Ave.





1976

Development Sector Sansone Group develops Maryville Gardens and enters a new residential housing sector for low-income seniors.



Rolla Senior Apartments in Rolla, Missouri, marks the beginning of owned and thirdparty property management for Sansone Group and officially initiates the **Residential Property** Management division of the firm.



1998

Sansone Group enters into an agreement with **DDR** Corporation to participate in the management of the company. This arrangement served both firms well.



2014

Mr. Sansone Receives Lifetime Achievement Award Anthony F. Sansone, Sr. is honored with the "Lifetime Achievement Award" at the EY Entrepreneur of the Year Gala. This award recognizes entrepreneurs who demonstrate excellence and extraordinary success in innovation, financial performance, and personal commitment to their business and communities throughout their career.





2018

First Healthcare **Development Project** Sansone Group delves into healthcare with the development of Cardinal Glennon North County Children's Medical Facility in Ferguson, MO.

After a long and meaningful life, the Founder and Chairman of Sansone Group, Anthony F. Sansone, Sr., passes away on April 27, 2020 at the age of 93. Nearly <u>1,000</u> friends and family attend the Celebration of Life, officiated by Cardinal Timothy Dolan at the Cathedral Basilica of St. Louis.

Anthony F. Sansone, Sr.



1954

Marriage of Tony and Marry Anne Anthony F. Sansone marries his beloved wife, Marry Anne Michaels in St. Louis, Missouri. They are married for 66 years and have two daughters and six sons together: Deby, Cindy, Tony, Jr., Jim, Gregg, Tim,

Doug, and Nick.

First Retail Development

Mr. Sansone represents Dayton Hudson Corporation, Target's parent company, on several locations for Target in the St. Louis area. Instead of taking a commission on one of the deals, Mr. Sansone takes the out-parcels and develops two 15,000-square-foot strip malls he named Ballwin

Village. Both are leased

up before construction

is even complete.

1970



Development of **First Power Center**

1979

For the first time Sansone Group breaks ground on a multi-anchor power center. The 180,000-squarefoot Lakeview Plaza, located at the intersection of Lemay Ferry and Forder Road, includes tenant such as Kroger and Walgreens.



First TIF Project in Missouri

The first Tax Increment Financing project ever done in the state of Missouri. Sansone Group improves infrastructure as a requirement to develop Dierbergs **Clocktower Place** Center at West **Florissant Avenue** is said to be a the economic growth of the North County area.



2006

Sansone Group grows

In 2006, Sansone

2015

Sansone Group **Reacquires DDR's Interest**

> Over time, the business pursuits of DDR and Sansone Group evolve individually, and Sansone Group reacquires DDR's interest.

In a Joint Venture with Goldman Sachs, Sansone Group acquires two shopping centers in Sunset Hills - The Plaza at Sunset Hills and Shoppes at Sunset Hills. This joint venture model is a common structure used today with other capital partners.



Introduction of the Industrial Development Partnership Program

The Industrial Development Partnership Program begins. Sansone Group partners with key commercial real estate professionals to source deals and projects across the country.

2019

Recognizing the strong demand for industrial distribution centers. Sansone Group enters a joint venture with Fortress Investment Group. acquiring the first industrial property in Couchville, TN outside Nashville.



Breaks Ground

Sansone Group breaks ground on the first industrial development project in Port St. Lucie, FL. The 425-acre project is named Legacy Park in honor of founder Anthony F. Sansone, Sr.



Group opens its first office outside St. Louis and expands to Florida

in the Palm Beach Gardens area

Sansone Group Takes Pride in Living Our Core Values...Everyday.



FOR OVER 68 YEARS, *SANSONE GROUP* HAS BEEN COMMITTED TO DELIVERING REAL ESTATE SOLUTIONS TO *THEIR PARTNERS*.

Our Mission:

We are a purpose-driven organization dedicated to providing superior Commercial Real Estate services for our customers through Teamwork, Creativity, Hard Work, Faith, & Professionalism.







OVERVIEW

ABOUT US

WHO WE ARE

One of the largest private real estate companies in the United States with 19 regional offices throughout the West, Southwest, Central, Southeast, Mid-Atlantic and Northeast.

WHERE WE ARE

Corporate HQ in Scottsdale, AZ

WHAT WE DO

We focus on the development, construction and acquisition of residential communities across 16 states and 39 metropolitan markets in the US.

OUR INVESTMENTS

ALLIANCE BRANDS

Alliance brands include luxury Broadstone communities, Prose workforce housing, Holden senior housing communities and Silveray build to rent.

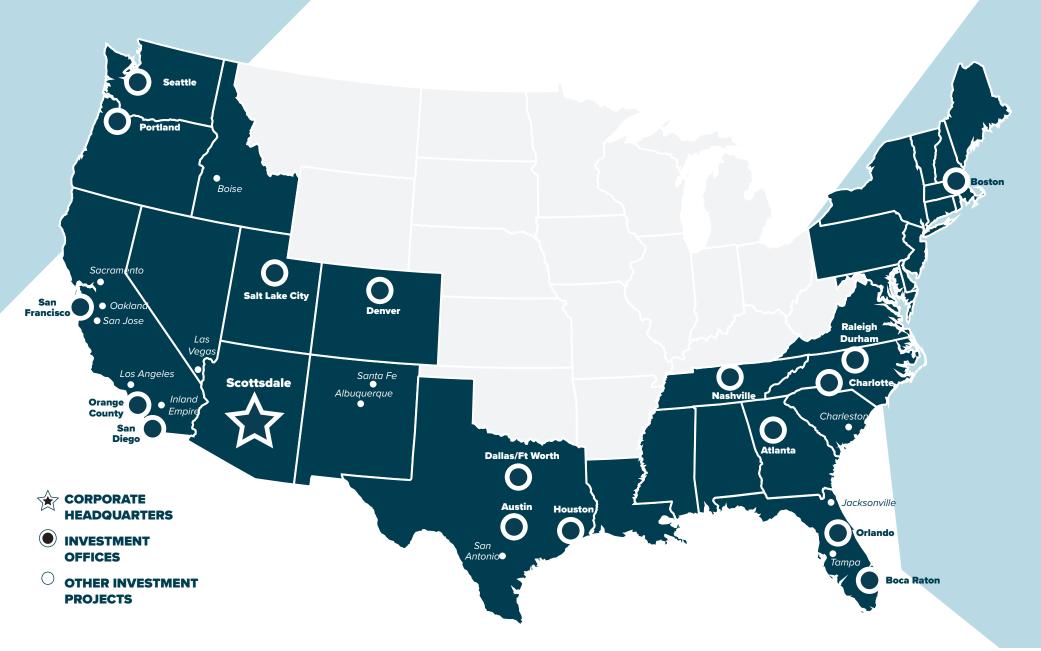
INVESTMENT

\$9.8B (35,800 units) principal portfolio

\$3.8B (15,300 units) pipeline

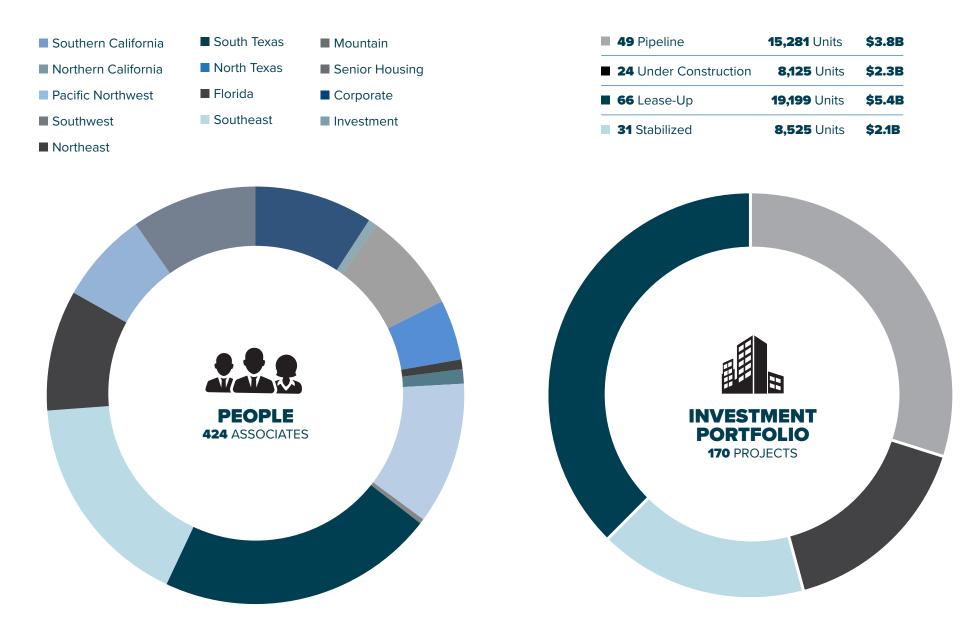


OFFICE LOCATIONS





CORPORATE SNAPSHOT





AREAS OF EXPERTISE

CONSTRUCTION

General Contracting

Hard Cost Budgeting

Construction Scheduling

Project Management

DEVELOPMENT

Site Acquisition

Site Design

Land Entitlement

Product Design

ACQUISITIONS

Core & Repositioning Purchases Note or REO Purchase Reconstruction Renovation

ASSET MANAGEMENT

Risk Management

Performance Measurement

Sale / Disposition

Project Financing

Research



EXTRAORDINARY PERFORMANCE

ONE OF THE LARGEST PRIVATE MULTIFAMILY COMPANIES IN THE US

Alliance is a full-service company operating that focuses on residential rental real estate sectors including multifamily, workforce housing, senior housing and build to rent communities throughout its national footprint, which includes 19 offices across 16 states and 39 metropolitan areas. The vertically integrated company includes in-house capabilities in acquisition, development, redevelopment, investment management and asset management.

EXCEPTIONAL TRACK RECORD

Alliance senior principals have worked together for over 30 years and have invested in over 115,000 multifamily units. Since forming Alliance in 2001, they have developed or acquired more than 116,800 units, representing \$26B in total capitalization. The assetlevel realized returns to date represent a 19.8% IRR on a 1.9x multiple on invested equity.

REGIONAL EXPERTISE

Experienced executives located in key markets throughout the national footprint have developed extensive knowledge of local market conditions. The national infrastructure provides oversight and support services, allowing the regional leadership teams to focus on sourcing, executing and managing investment opportunities.

CONSERVATIVE RISK MANAGEMENT PRACTICES

Alliance is privately owned and is capitalized exclusively bv its active principals with no outside ownership or corporate debt. The partners have worked together in public and private capacities for over 30 years, creating a consistent approach to risk management. The Company maintains 59% loan to cost at the portfolio level, and by focusing on its core competency of multifamily and senior housing, avoids exposure to for-sale and entitlement risks.



ORGANIZATIONAL STRATEGY

LOCAL EXECUTION

Alliance's fundamental belief is that real estate is a local business. The Company operates 12 investment divisions which are charged with sourcing and executing investment opportunities within their geographic regions. Division leaders have years of experience operating in their regional markets and are finely attuned to local operating conditions. The local construction management teams work closely with these executives to ensure adherence to local design trends and codes.

REGIONAL SUPPORT

Several senior investment professionals oversee multiple divisions to provide supervision and guidance to local executives. Additionally, a core team of finance professionals assists each division with raising capital for each individual transaction as needed.

CENTRALIZED INFRASTRUCTURE

Senior management provides support to each division as they pursue and execute transactions across the country, providing leadership and experience to ensure conservative risk management. Certain functions such as accounting, information technology and human resources are also centrally managed, which allows the regions to focus on their core investment business.

NATIONAL ACQUISITIONS

A centralized acquisition team identifies and manages select value-add acquisition opportunities across the national footprint. This group also works closely with the local investment divisions who may identify off-market opportunities in their respective regions.





TRACK RECORD SINCE INCEPTION





ALLIANCE UPDATE

On November 1, 2024, Alliance closed on the sale of a minority interest of the company to the US subsidiary of Daiwa House Industry Co, Ltd. Daiwa House is a global real estate investment, development, construction and management company, based in Japan and traded publicly on the Tokyo Stock Exchange with over \$42B in total assets. Previously, Daiwa House has made US investments in three for-sale homebuilders: Stanley Martin in the East, Trumark Companies in the West, and CastleRock Communities in the South. With this transaction, Alliance becomes Daiwa House's first and exclusive platform investment in the US rental segment.

No significant changes to Alliance's business model or operations are anticipated. The company will continue to focus on the construction, development and acquisition of multifamily rental communities with its long-time trusted lending and investment partners. Alliance and Daiwa House are committed to growing the business and expect that Alliance will continue to be one of the most active investment companies in the industry.

Alliance's senior management team remains unchanged except for Bruce Ward, who transitioned to Chairman Emeritus. The Alliance Board includes current Alliance executives including Chairman & CEO Jay Hiemenz, COO-West Nick Chapman, COO-East Brian Austin and CFO Bob Weston, along with representation from Daiwa House.



DAIWA HOUSE

OPERATIONS IN 25 COUNTRIES

Daiwa House was founded in 1955 in Osaka, Japan. The company began as a homebuilder and is currently the largest homebuilder in Japan, starting over 37,000 rental and for sale units in FY2024. Over the years, the company has expanded its operations to include rental housing, condominiums, building systems, logistics, medical and nursing facilities and office buildings. Daiwa House has overseas operations in 25 countries and 50 cities.

OVERSEAS MARKETS

As part of its longer term management plan, the company has expanded its business into multiple overseas markets, and it entered the US rental housing business in 2011 when it acquired a 42-unit project in California. It has then invested in the development of 17 apartment communities in Texas and suburban Washington DC, totaling over 5,500 units.

US HOMEBUILDERS

In addition to its minority investment in Alliance, Daiwa House also owns a majority interest in three US hombuilders: Stanley Market in the East, Trumark Companies in the West, and CastleRock Communities in the South.

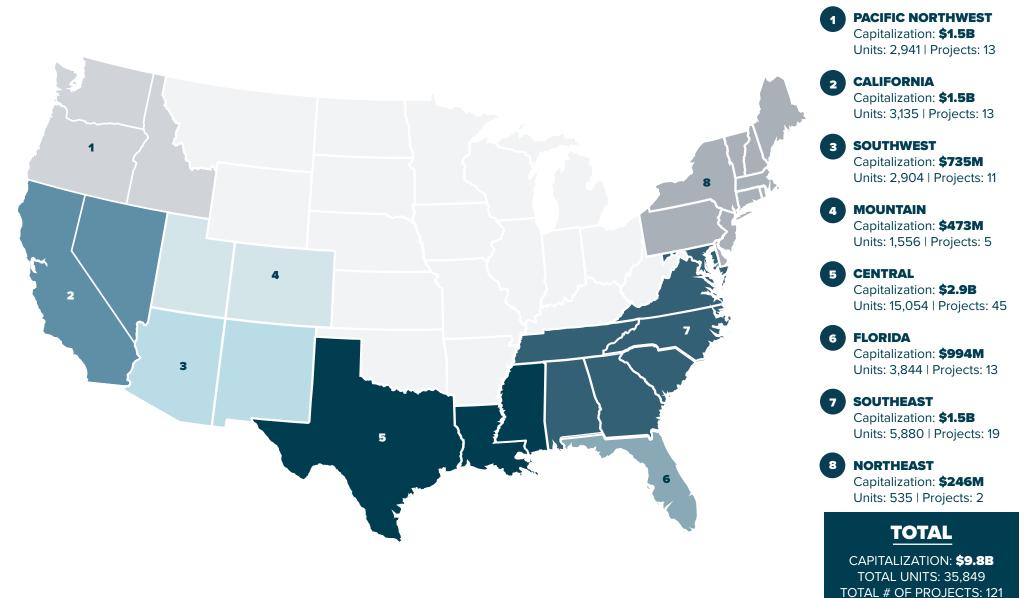


DAIWA HOUSE FINANCIAL SUMMARY

Tokyo Stock Exchange Ticker	1925		
Market Capitalization Stock Price	\$20.4B (as of 12/15/24) \$30.93/share		
Total Assets	\$42.5B		
Net Income	\$580MM		
Employees	48,500		



INVESTMENT PORTFOLIO BY MARKET



ALLIANCE RESIDENTIAL COMPANY

BRAND SEGMENTS

BROADSTONE

LUXURY MULTIFAMILY RENTAL

Alliance develops luxury apartment communities across its national footprint under the Broadstone Known throughout the brand. country for best-in-class construction, design and amenities, Broadstone communities are developed in collaboration between top designers and experts in local development and construction, creating an unparalleled premier experience.



WORKFORCE HOUSING

of research After years and development, Alliance created the Prose brand to address demand for attainable apartments growing affordability and the Efficient design gap. and construction allow Alliance to deliver communities that include luxury details and finishes at an affordable price point for renters.



SENIOR HOUSING

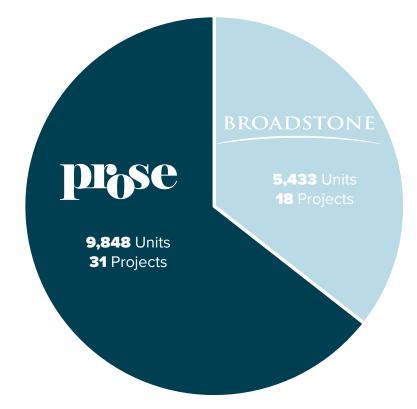
Alliance brought its expertise in housing and hospitality to the senior housing sector. Holden communities include best-in-class Active Adult, Independent Living, Assisted Living and Memory Care segments and marry thoughtful, intelligent design with quality senior care – providing living environments for residents to thrive. Using Alliance Residential's approach, custom to market with leading-edge design.

SILVERAY

BUILD TO RENT

Silverav was established to deliver lower density single family purpose-built rental communities. Alliance utilized its leading market position in multifamily and workforce housing to launch this product appealing to a market that desires the characteristics of single-family homes but want the flexibility of renting.

\$3.8B TOTAL CAPITALIZATION DEVELOPMENT PIPELINE





INSTITUTIONAL RELATIONSHIPS

SELECT INVESTMENT PARTNERS



SELECT LENDERS





ALLIANCE PIPELINE MAP

RESIDENTIAL COMPANY



ALLIANCE COMPLETED PROJECTS



Broadstone Locklyn (now named: Locklyn Palm Beach) located in West Palm Beach - 29.7 acres - 280 units. 4-story buildings and detached parking garages.

Broadstone Oceanside (now named: 1333 S Ocean) located in Pompano Beach (on Ocean Blvd.) – 4.1 acres - 211 units. 8-story midrise, 6-level parking garage, and 2,984SF of office space.

Broadstone City Center (now named: Sole at City Center) located in downtown West Palm Beach across from Brightline. – 3.4 acres - 315 units. 8-story midrise, 8-level parking garage, and 2,509SF of office space.

Broadstone Harbor Beach (now named: TGM Harbor Beach) is located on the 17th street causeway in Ft Lauderdale. - 4.3 acres - 394 units. 8-story midrise and 8-level parking garage.

Broadstone Plantation (now named: Bell Plantation) located in Plantation – 10.7 acres - 250 units. 5-story and 3-story garden apartments with attached and detached parking garages.

Share drive to videos of the projects described above. https://allresco.sharefile.com/public/share/web-sd7b594bb45ed467b9f632b562f17e05c

The Arbor Delray located in Delray Beach – 7.2 acres - 187 units (Independent living, Assisted living, and Memory Care units). 4-and 3-story building surface parking. Website: https://www.arborcompany.com/locations/florida/delray?utm_campaign

Allegro Ft Lauderdale located in Ft Lauderdale – 2.0 acres - 186 units (Independent living, Assisted living, and Memory Care units). 8-story podium (one level of parking). Website

https://www.allegroliving.com/communities/fort-lauderdale-fl

ALLIANCE FLORIDA DEVELOPMENTS

ALLIANCE RESIDENTIAL COMPANY

Desmantes	Location	T		Total Capitalization (\$MM)
Property	Location	Туре	Units	(DIALIAI)
SOLD				
Broadstone Citrus Village (Citrus Park)	Tampa, FL	Development	296	29.6
Broadstone Westbury	Brandon, FL	Acquisition	366	33.9
Broadstone North Boca	Boca Raton, FL	Development	384	60.1
Broadstone Cypress Hammocks	Coconut Creek, FL	Development	396	57.9
Broadstone Lakeside (Clearwater)	Clearwater, FL	Development	240	30.4
Broadstone Jacksonville Beach	Jacksonville, FL	Development	228	34.9
Broadstone Hyde Park	Tampa, FL	Development	259	41.3
Broadstone Passerelle	Altamonte Springs, FL	Development	392	57.7
Broadstone at Brickell	Miami, FL	Development	372	116.1
SOMA at Brickell	Miami, FL	Development	408	102.0
Broadstone Plantation	Plantation, FL	Development	250	52.3
Broadstone Harbor Beach	Ft. Lauderdale, FL	Development	394	103.5
Broadstone Winter Park	Winter Park, FL	Development	268	66.2
Broadstone City Center	West Palm Beach, FL	Development	315	77.5
Broadstone Oceanside	Broward County, FL	Development	211	75.4
Broadstone Parkway	Orlando, FL	Development	260	50.3
Broadstone West Palm Beach	West Palm Beach, FL	Development	280	68.3
Broadstone River House	Jacksonville, FL	Development	263	63.7
PORTFOLIO - UNDER CONSTRUCTION				
Prose Haines City	Haines City, FL	Development	360	\$80,025,000
Broadstone Westshore	Tampa, FL	Development	325	\$124,231,000
Prose St. Cloud Ph. II (Big Sky)	St. Cloud, FL	Development	311	\$74,454,000
Prose Plant City	Plant City, FL	Development	360	\$76,333,000

ALLIANCE RESIDENTIAL COMPANY

TAB 5 - RFP 1.2.4.1 | OWNERSHIP STRUCTURE

Include the likely ownership structure of different LLC's involved in the project. Include an organizational chart if there are multiple entities.



SANSONE group Residential company TAB 5 | RFP 1.2.4.2

Project Overview



TAB 5 - RFP 1.2.4.2 | PROJECT OVERVIEW NARRATIVE

The Sansone Group is committed to collaborating with the city to create a comprehensive and well-considered development plan that strikes a balance between the city's needs and aspirations and modern Class A development standards. We understand and acknowledge the guidelines established by the GFC and will work closely with the city to ensure the successful completion of a project that serves the community's needs.

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group

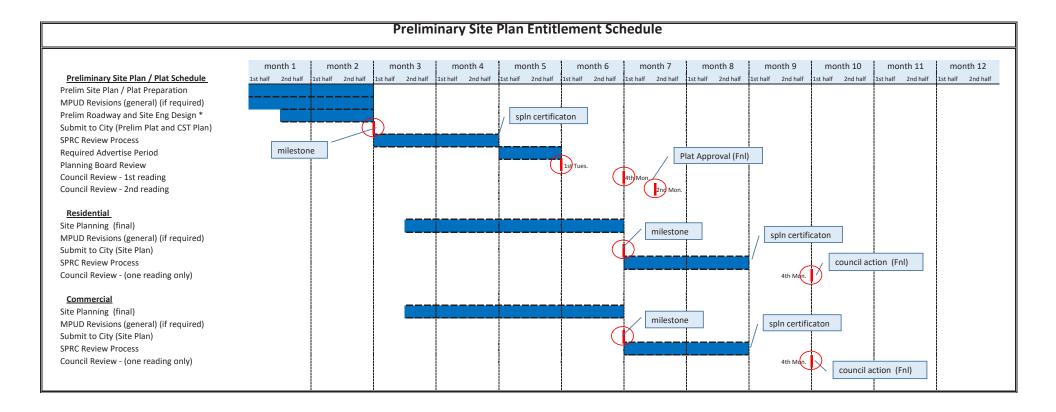
The Lifestyle Commercial Center will feature a variety of uses, including a grocery store, restaurants, small retail spaces, a hotel, and high-density residential units, all strategically placed to be buffered from the adjacent large-scale industrial warehouse, by stormwater lakes and lush landscaping. The development will include prominent gateway locations for signature branding with integrated sculptural elements, pedestrian-friendly plazas, and carefully planned signage, landscaping, and lighting. The Tradition Trail, a 12-foot-wide multimodal trail, will be integrated along the stormwater lakes, linking to the larger Tradition Trail network planned throughout Southern Grove. The design will also consider the potential for future public transit stops and other mobility options.

The planning and design guidelines for this area will, at a minimum, address the following elements:

- Gateway features at key intersections
- Standards for outdoor dining areas
- Setback requirements •
- Building placement and design
- Off-street parking location and setbacks
- Curb cut regulations
- Pedestrian amenities and lighting
- Landscaping buffers
- Recommendations for a cohesive landscape plan

As shown on the conceptual site plan, the development of these parcels will be a Lifestyle/Commercial Center that meets the shopping, dining, and social gathering needs of the surrounding workplace district and residential areas in the city's southwest region. Sansone Group and Alliance Residential Company will create an area where innovative urban design, architecture, engineering, environmental technologies come together as one. This development is intended to become a key destination area that:

- Includes a grocery store, restaurants, and small retail shops, with unique dining options such as outdoor and/or rooftop seating. Additional areas will incorporate hotel accommodations and high-density residential units, such as condominiums, apartments, and townhomes, seamlessly integrated into the development.
- Fosters a vibrant urban destination that encourages public interaction and prioritizes the pedestrian experience. Building designs will engage the street where feasible, minimizing visible large parking lots, and promote the use of on-street and shared parking.
- Features distinctive signage, branding, and merchandising for the development.
- Contributes significantly to the local economy by generating additional property and sales tax revenue. •
- Creates guality construction and long-term employment opportunities for the local workforce.
- Enhances connectivity to surrounding developments, positively impacting property values, quality of life, and public safety. ٠



SANSONE group RESIDENTIAL COMPANY

TAB 5 - RFP 1.2.4.2 | OVERALL PROJECT STATEMENT



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ALLIANCE RESIDENTIAL COMPANY

Legacy Shoppes at Tradition vision provides for a cohesive village scaled urban retail and restaurant district consisting of walkable streets, high quality public spaces and destination oriented experiences. Legacy Shoppes at Tradition responds directly to the City's request in providing an elevated Becker Road and Village Parkway streetscape (distinctly different than the existing and proposed typical commercial development pattern and uses along both Becker Road and Village Parkway) consisting of a wide linear park and greenbelt with multipurpose paths, landscape, mini-parks and gathering areas relating to the proposed restaurant and retail uses even opportunities for public art and community engagement. Entering the site from either Becker Road (main entrance) or Village Parkway - walkable streets with guality hardscape, site furnishings and on-street parking are deliberately designed to calm traffic, reduce scale to a more pedestrian / village size and purposefully aligned to guide visitors to a centralized 'green' - a core public space which provides an immediate 'sense of place' - an intuitive 'you have arrived moment'. A mindful balance of high quality walkable urban streetscapes and public nodes against more organic lush landscape pathways - Tradition Trail re-envisioned at varying scales dependent upon the uses it is designed to connect - becoming its own high-quality public space and experience.

TAB 5 - RFP 1.2.4.2 | PROPOSED DEVELOPMENT **OPERATIONS**

Please explain what you propose to build, which entity will own the leasehold improvements, and which entity will operate the facilities once they are constructed.

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ALLIANCE RESIDENTIAL COMPANY

We propose to develop a Lifestyle Commercial Center, which will feature a diverse mix of services, retail shops, and residential spaces to create a vibrant and dynamic community hub. This center will include essential services such as a grocery store, restaurants, small retail shops, a hotel, and luxury residential units. The development will be designed to cater to both the local workforce and nearby residential areas, providing spaces for shopping, dining, and socializing. The ownership of the leasehold improvements will be held by Sansone Group and Alliance Residential Company.

Once the facilities are constructed, Sansone Group and Alliance Residential Company (or affiliate) will also manage the operations of the Lifestyle Commercial Center. This includes overseeing the day-to-day functions of the various components of the development, such as managing the retail, residential, and hospitality aspects of the property. Sansone Group and Alliance Residential (or affiliate) will be responsible for the leasing, marketing, maintenance, and overall management to ensure the successful operation and long-term sustainability of the center.

Proposed Improvements

- Multifamily: Phase I (330 units) and Phase II (330 units)
- Commercial: Phase I (91,500 SF of Retail); Phase II (101,000 SF of Retail) and Phase III (140 Room Hotel)

TAB 5 - RFP 1.2.4.2 | CHALLENGES / DEVELOPMENT OBJECTIVES



Include any obvious challenges or obstacles to achieving the City's goals and development objectives from a market standpoint.

One potential challenge for the commercial aspect of the development is whether there is enough population in the trade area to support the proposed level of commercial development.

TAB 5 - RFP 1.2.4.2 | PROJECT VISION

Did you have a particular vision for this Project based on real examples of recent development? Provide visual examples that reflect proposed designs and density and indicate their location.

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ALLIANCE

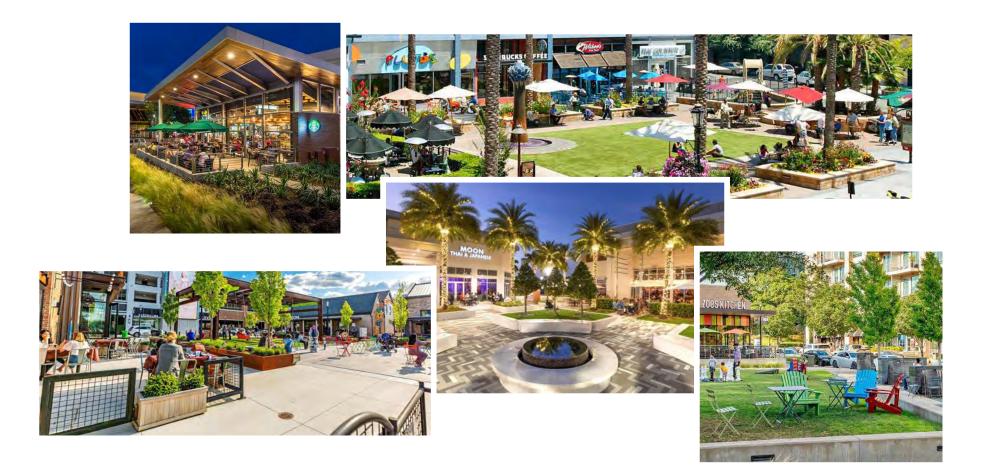
Alton Town Center on Donald Ross Road. This is a highly successful, well-designed series of commercial and residential development which creates high quality public spaces/experiences knit together through crafted walkable streets and urban gathering spots and nodes – all while insuring that the realities of the marketplace (parking, appropriate retail relationships and access/traffic management) are accommodated without sacrificing great design.



OPEN/PUBLIC SPACE

ALLIANCE RESIDENTIAL COMPANY

SANSONE group









DEFINING OPEN SPACE

ALLIANCE RESIDENTIAL COMPANY





BECKER / VILLAGE LIFESTYLE COMMERCIAL CENTER PORT ST. LUCIF. FLORIDA

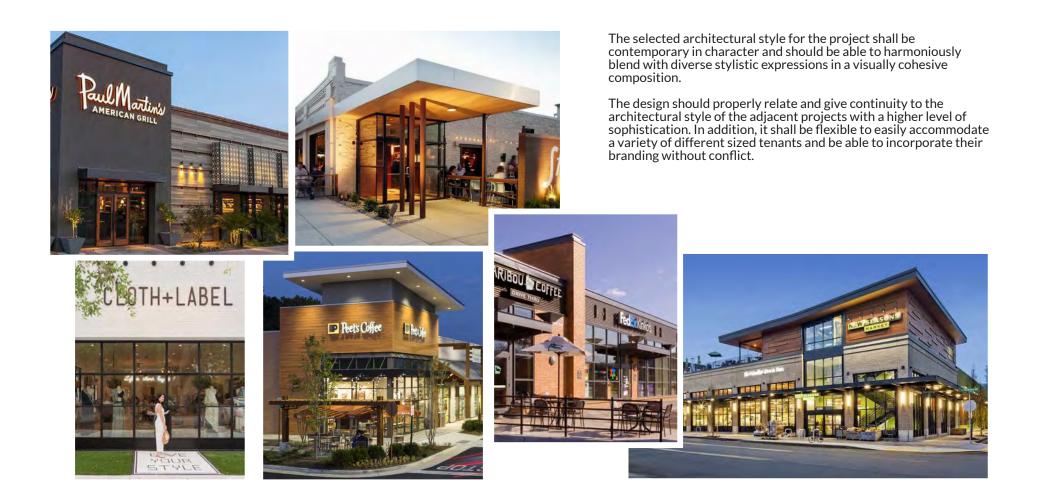


SANSONE group

BUILDING DESIGN: STYLE

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 ${\displaystyle \operatorname*{SANSONE}_{\operatorname{group}}}$





BECKER / VILLAGE LIFESTYLE COMMERCIAL CENTER PORT ST. I UCIE. FLORIDA



BUILDING DESIGN TYPE: JUNIORS

ALLIANCE RESIDENTIAL COMPANY

 ${\displaystyle \operatorname*{SANSONE}_{\operatorname{group}}}$





BECKER / VILLAGE LIFESTYLE COMMERCIAL CENTER PORT ST. LUCIE, FLORIDA



03.20.2025 DY202509

(80

BUILDING DESIGN TYPE: MULTI-TENANT

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03.20.2025 Project No: DY202509

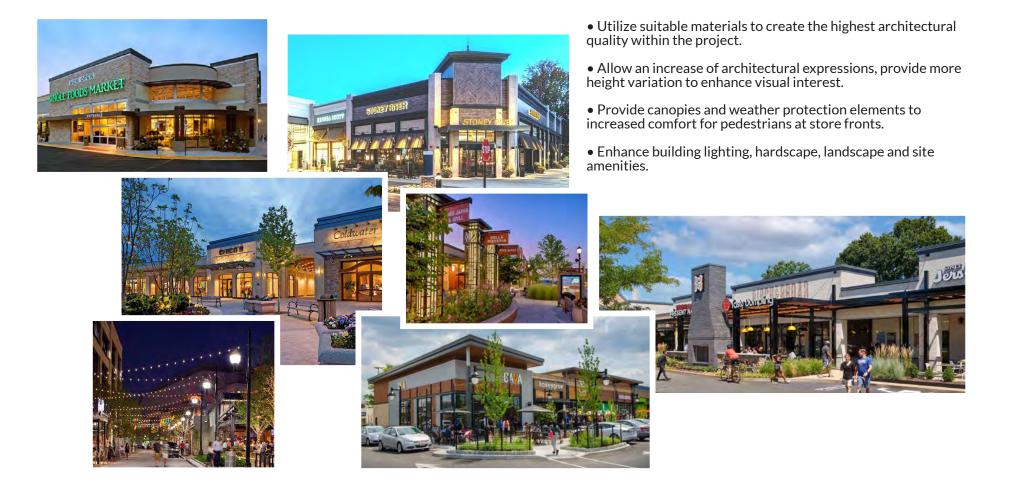
Page Number

Date:

BUILDING DESIGN TYPE: TOWN CENTER

ALLIANCE RESIDENTIAL COMPANY

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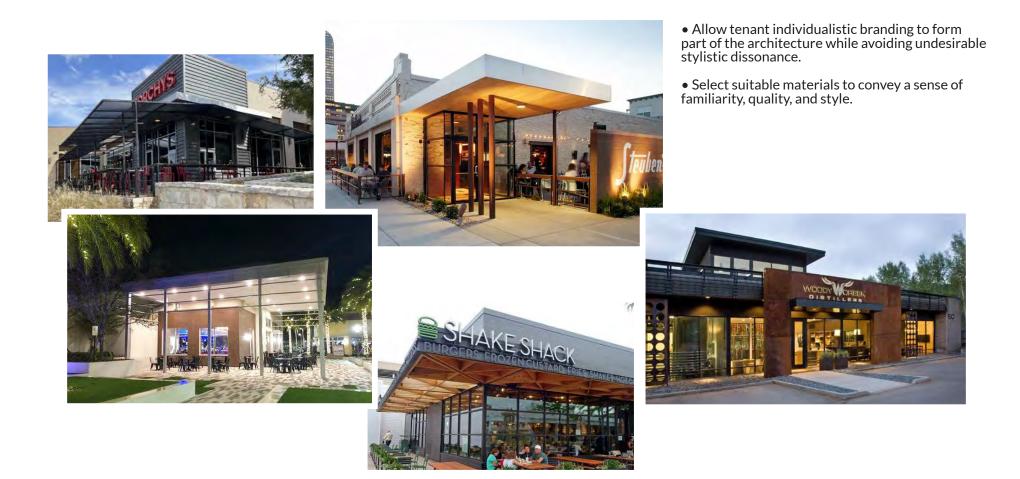




BUILDING DESIGN TYPE: RESTAURANTS

ALLIANCE RESIDENTIAL COMPANY

 ${\displaystyle \operatorname*{SANSONE}_{{\scriptstyle \operatorname{group}}}}$









BUILDING DESIGN TYPE: PADS

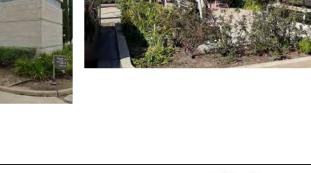
ALLIANCE RESIDENTIAL COMPANY



• Allow tenant individualistic branding to form part of the architecture while avoiding undesirable stylistic dissonance.

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• Select suitable materials to convey a sense of familiarity, quality, and style.









 Date:
 03.20.2025

 Project No:
 DY202509

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 Addresses

BUILDING DESIGN TYPE: RESIDENTIAL

ALLIANCE RESIDENTIAL COMPANY

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BUILDING DESIGN TYPE: HOTEL

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BECKER / VILLAGE LIFESTYLE COMMERCIAL CENTER PORT ST. LUCIE, FLORIDA



03.20.2025 No: DY202509

PAVING, HARDSCAPE & LANDSCAPE

ALLIANCE RESIDENTIAL COMPANY

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PAVING, HARDSCAPE & LANDSCAPE

ALLIANCE RESIDENTIAL COMPANY

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SITE & BUILDING LIGHTING

ALLIANCE RESIDENTIAL COMPANY

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03.20.2025 Project No: DY202509

Page Number

89

DETAILS

ALLIANCE RESIDENTIAL COMPANY









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TAB 5 - RFP 1.2.4.2 | CONCEPTUAL SITE PLAN

CONCEPTUAL SITE PLAN - OVERALL PLAN

25

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TAB 5 - RFP 1.2.4.2 | LAND VALUE

Land Value: Include a proposed methodology for valuing the land under a sale or longterm ground lease with the City. Include general parameters that are acceptable to the Developer's lenders or equity partners, by tenor, frequency of land valuation, capital participation events for the landlord (if applicable), and landlord approval rights and remedies.

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Land Value Methodology

The final purchase price for the commercial land will be determined upon mutual agreement between the developer and the city of the conceptual retail development plan. The valuation will be based on the following methodology:

- **Development Cost** Estimated total costs required to complete the project, including sitework, construction, infrastructure, professional fees, and associated expenses.
- **Rent** Projected rental income derived from market-supported lease rates based on the agreed retail plan.
- Capitalization Rate (Cap Rate) A market-aligned cap rate will be applied to the net operating income (NOI) to determine the total project value.
- Developer Spread A reasonable developer margin will be deducted to account for risk and return expectations.

The residual land value will be calculated as follows:

Land Value = (Net Rent / Cap Rate) - Development Cost - Developer Spread

This approach ensures a fair and transparent pricing mechanism that reflects the viability and income-generating potential of the proposed retail development.

Port St Lucie Multifamily Land Sale Comps							
Property	Address	Acres	Price	Price/Acre	CDD Adjusted Price	CDD Adjusted Price/Acre	
Broadstone Legacy Phase 2*	Becker Road	12	\$9,550,000	\$795,833	\$13,473,996	\$1,122,833	
Broadstone Legacy Phase 1*	Becker Road	10	\$7,500,000	\$750,000	\$10,770,000	\$1,077,000	
Lucie at Tradition*	10550 SW Innovation Way	15.9	\$4,224,000	\$266,498	\$7,131,595	\$448,528	
Mason Port St. Lucie	9905 S US Hwy 1	13.8	\$5,166,000	\$373,266	\$5,166,000	\$373,266	
Mason Veranda	9 SE Collins Lane	20	\$7,000,000	\$350,877	\$7,000,000	\$350,877	
Legends Pointe	8263 NW Selvitz Road	40.6	\$11,000,000	\$271,003	\$11,000,000	\$271,003	
Lerner Parc at Gatlin Commons	1900 Aledo Lane	14.4	\$2,728,600	\$189,882	\$2,728,600	\$189,882	
Cottages Tradition	8950 Hegener Drive	30	\$4,862,000	\$162,067	\$4,862,000	\$162,067	
Havens at Central Park	12500 Roma Way	15.7	\$2,054,000	\$130,579	\$2,054,000	\$130,579	

*Phase 1, Phase 2, and Lucie at Tradition are all part of a CDD. To calculate an apples to apples value we included the CDD payoffs. The CDD Pay Off is \$4,500 per unit. The CDD maitenance fee is \$320/unit annually. To calculate the value of the CDD maintenance fees we took the \$320/unit and applied a 5% cap rate.

TAB 5 | RFP 1.2.4.3

Financial Plan



TAB 5 - RFP 1.2.4.3 | FINANCIAL PLAN



Include a financial plan with estimates for building costs for the various components of required elements.

Financial Plan based on the provided conceptual site plan:

Shell Construction Cost:	\$15,472,500
Main Entrance Road and Round-a-bout:	\$2,450,000
Sitework:	\$4,122,500
Tenant Improvement:	\$6,720,000
Leasing Commission:	\$2,730,622
Due diligence:	\$60,000
SAD & CDD:	\$689,943
Civil Engineering:	\$440,909
Impact and municipal fees:	\$515,800
Development Fee:	\$1,878,074
Oversight testing:	\$100,000
Financing fee and interest carry costs:	\$3,208,738
Contingency:	\$2,137,380
Legal:	\$300,000
Closing costs:	\$150,000
Misc:	\$350,000

SANSONE GROUP

The proposed project will be financed through a combination of equity and debt, ensuring a balanced capital structure that maximizes financial efficiency while mitigating risk.

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group

ALLIANCE RESIDENTIAL COMPANY

EQUITY FINANCING

A portion of the project's capital requirements will be funded through equity contributions from our investment partners, including Sansone Group and Alliance Residential, along with potential institutional and private investors.

DEBT FINANCING

To supplement the equity investment, we will seek a loan commitment from commercial banks or financial institutions offering competitive interest rates and flexible terms.

The final capital structure will be determined based on market conditions, lender requirements, and project-specific financial modeling to ensure optimal leverage while maintaining financial stability. Our extensive relationships with lending institutions and investment partners position us well to secure favorable financing terms for the project.

ALLIANCE RESIDENTIAL COMPANY

60% construction loan / 40% equity

Include proposed sources and uses of construction funds, including estimated costs and infrastructure improvements to the site.

Funding Structure

The project will be financed based on a capital structure comprising:

- **65% Loan Financing** Sourced through debt funding, subject to standard lender terms, due diligence, and approval processes.
- **35% Equity Contribution** To be provided by the development team or equity partners to fund the remaining portion of the project.

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This balanced structure supports financial feasibility while maintaining prudent leverage and aligning the interests of all stakeholders.

TAB 5 - RFP 1.2.4.3 | PROPOSED SOURCES / USES OF FUNDS

MULTIFAMILY - DEVELOPMENT BUDGET

	 Alliance Reside	
TOTAL USES	\$ 74,289,000	\$ 247,631
Contingency	500,000	1,667
Operating Deficit	176,000	587
Lease-up Income	(901,000)	(3,003
Construction Loan Interest Expense	3,203,000	10,677
Taxes	300,000	1,000
Financing Fees	757,000	2,523
Legal	500,000	1,667
Contributed Property	4	0
Development Administration	2,162,000	7,207
Marketing & Pre-Leasing	500,000	1,667
Hard Costs, GC & Fee	48,898,000	162,993
Municipal Fees, Permits & Mitigation	6,679,250	22,264
Architectural & Engineering	1,918,000	6,393
Commissions & Closing & Recordation	544,000	1,813
Land	\$ 9,053,000	\$ 30,177
USES:		PER UNIT

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MULTIFAMILY - INCOME/EXPENSE ANALYSIS

INCOME			Untrended	Trended
Gross Potential Rental Income Less Vacancy/Credit Loss	5%	\$	7,947,984 (397,399)	\$ 8,621,208 (431,060)
Net Rental Income		\$	7,550,585	\$ 8,190,148
Total Other Income			258,300	258,300
Effective Gross Income		\$	7,808,885	\$ 8,448,448
EXPENSES				
Payroll		\$	495,000	\$ 522,711
Utilities		\$	105,000	\$ 110,878
Turnover		\$	90,000	\$ 95,038
Repairs & Maintenance			105,000	\$ 110,878
Contracts		\$	90,000	\$ 95,038
Advertising		\$	75,000	\$ 79,199
Administrative		\$ \$ \$ \$	97,500	\$ 102,958
Insurance		\$	510,000	\$ 538,551
Landscaping / POA Fees		\$	129,300	\$ 136,538
Management Expense		\$	234,267	\$ 247,381
Capital Reserves		\$ \$ \$	45,000	\$ 47,519
Taxes		\$	708,467	\$ 748,128
Total Operating Expenses		\$	2,684,534	\$ 2,834,818
NET OPERATING INCOME		\$	5,124,351	\$ 5,613,630
Yield on Development Budget			6.90%	7.56%
Yield on Debt			11.50%	12.59%

Alliance Residential Company

TAB 5 - RFP 1.2.4.3 | PROPOSED SOURCES / USES OF FUNDS

MULTIFAMILY - UNIT MIX & MARKET RENT ANALYSIS

Unit Mix and Market Rent Analysis

1. 1. 161	Туре	# of Units	Description	Sq. Ft.	Total Area		Avg. Rent	Rent per SF	NER Rent	NER Rent per SF	Fotal Mo. Rent
- Contraction of the second	A1	144	1 BR/1 BA	746	107,424	\$	1,906	\$2.55	\$1,747	\$2.34	\$ 274,392
	B1	120	2 BR/2 BA	1,078	129,360	\$	2,266	\$2.10	\$2,077	\$1.93	\$ 271,920
	B1S	24	2 BR/2 BA	1,013	24,312	\$	2,163	\$2.14	\$1,983	\$1.96	\$ 51,912
	TH	12	3BD/2.5 BA	1,652	19,824	\$ \$	2,884	\$1.75	\$2,644	\$1.60	\$ 34,608
Total		300		936	280,920	\$	2,109	\$2.25	\$1,934	\$2.06	\$ 632,832

Premium Income

Description	Quantity	Monthly Income	Total Mo. Income		
Bulk Cable Income	300	\$55	\$ 16,50		
Top Floor Premium	72	\$50	\$ 3,600		
Ground Floor Premium	72	\$25	\$ 1,800		
Pool/Lake Views	20	\$100	\$ 2,000		
Total Premium Income	and the second se	Le contra de la co	\$ 29,500		

Total Potential Monthly Unit Rental Income

Alliance Residential Company

662,332

SANSONE group Residential company Include a preliminary operating budget for the first year of the project after occupancy.

The 1st year stabilized Operating Budget is as below:

Rent:	\$3,347,500
Reimbursements:	\$960,750
Gross Income:	\$4,308,250
Less: OPEX:	(\$960,750)
Less: Vacancy:	(\$215,412)
Net Operating Income:	\$3,132,087

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TAB 5 - RFP 1.2.4.3 | EXISTING RELATIONSHIP WITH LENDERS

LENDING PARTNERS



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TAB 5 - RFP 1.2.4.3 | OPERATING PROFORMAS

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Phase I - 9.7 Acres	Low	High	Low Total	High Total
Site		\$525,000/ACRE	\$ 4,122,500.00	\$ 5,092,500.00
Grocer - 40,000 SF	\$125/SF	\$135/SF	\$ 5,000,000,00	\$ 5.400,000.00
Retail 1 - 8,000 SF	\$180/SF	\$190/SF	\$ 1,440,000.00	\$ 1.520.000.00
Retail 2 - 5,000 SF	\$200/SF	\$210/SF	\$ 1,000,000.00	\$ 1,050,000.00
Retail 3 - 5,000 SF	\$200/SF	\$210/SF	\$ 1,000,000.00	\$ 1,050,000.00
Retail 4 - 8,000 SF	\$180/SF	\$190/SF	\$ 1,440,000.00	\$ 1,520,000.00
Retail 5 - 8,000 SF	\$180/SF	\$190/SF	\$ 1,440,000.00	\$ 1.520,000.00
Retail 6 - 5,000 SF	\$200/SF	\$210/SF	\$ 1.000.000.00	\$ 1,050,000.00
Retail 7 - 12,500 SF	\$175/SF	\$185/SF	\$ 2,187,500.00	\$ 2,312,500.00
Main Entrance Road and		1		1
Round-a-bout	\$3,500/LF	\$5,000/LF	\$ 2,450,000.00	\$ 3,500,000.00
	401000101	Total:	\$ 21,080,000.00	\$ 24,015,000.00
Phase I Duration	16 Months	20 Months		
Phase II - 9.7 Acres	Low	High	Low Total	High Total
Site	\$425,000/acre	\$525.000/ACRE	\$ 4,122,500.00	\$ 5,092,500.00
Junior Anchor - 22,000 SF	\$150/SF	\$160/SF	\$ 3,300,000.00	\$ 3,520,000.00
Junior Anchor - 20,000 SF	\$150/SF	\$160/SF	\$ 3,000,000.00	\$ 3,200,000.00
Retail 1 - 8,000 SF	\$180/SF	\$190/SF	\$ 1,440,000.00	\$ 1,520,000.00
Retail 2 - 5,000 SF	\$200/SF	\$210/SF	\$ 1,000,000.00	\$ 1,050,000.00
Retail 3 - 7,500 SF	\$180/SF	\$190/SF	\$ 1,350,000.00	\$ 1,425,000.00
Retail 4 - 8,000 SF	\$180/SF	\$190/SF	\$ 1,440,000.00	\$ 1,520,000.00
Retail 5 - 8,000 SF	\$180/SF	\$190/SF	\$ 1.440,000.00	\$ 1.520.000.00
Retail 6 - 10,000 SF	\$180/SF	\$190/SF	\$ 1,800,000.00	\$ 1,900,000.00
Retail 7 - 12,500 SF	\$175/SF	\$185/SF	\$ 2,187,500.00	\$ 2,312,500.00
No. 27 and Manager		Total:	\$ 21,080,000.00	\$ 23,060,000.00
Phase I Duration	16 Months	20 Months		
Phase III - 2.8 Acres	Low	High	Low Total	High Total
Site	\$650,000/Acre	\$750,000/Acre	\$ 1,820,000.00	\$ 2,100,000.00
Retail 1 - 7,000 SF	\$180/SF	\$190/SF	\$ 1,260,000.00	\$ 1,330,000.00
Retail 2 - 8,000 SF	\$180/SF	\$190/SF	\$ 1,440,000.00	\$ 1,520,000.00
Retail 3 - 7,500 SF	\$180/SF	\$190/SF	\$ 1,350,000.00	\$ 1,425,000.00
		Total:	\$ 5,870,000.00	\$ 6,375,000.00
Phase III Duration	10 months	12 Months	10.00	

TAB 5 - RFP 1.2.4.3 | CONSTRAINED BY A PARTICULAR HURDLE RATE OF RETURN

Are you constrained by a particular hurdle rate of return?

Yes, but the specific hurdle is that differs on a case-by-case basis.

SANSONE group Residential company TAB 5 | RFP 1.2.4.4

Construction Period and Phasing



Include a Project Phasing Plan - which portions of the site will be developed first, second, and so on, and how long is each phase expected to take?

The Becker/Village Lifestyle center is proposed to be constructed in three (3) general phases.

Phase 1 of the project will include all of the primary infrastructure necessary to support this project. These improvements will include the installation of the backbone traffic circulation system; installation of the backbone utility lines (the sewer lift stations will be timed for construction based upon the final site layout plans); and the installation of the required 60" culvert connection between Stormwater Lakes Number 2 and 3. It is the intention that the new north/south roadway, bisecting the two (2) southern development tracts, be conveyed to the City of Port St. Lucie for maintenance purposes following its completion and certification by the City. This action would be consistent with how we have dealt with other primary streets within the broader Tradition Regional Business Center MPUD. Commencement of this part of the projects construction is expected to be 12-months from the initial date of site plan submission. The duration of this construction is expected to be approximately 10-12 months.

The initial phases of the construction for the residential portions of this project are expected to commence approximately six (6) months after the commencement of general site infrastructure construction. There will be some level of concurrent construction activities taking place on this site. It is expected that this first area of residential construction will be completed within 24-30 months from the start of this areas construction.

Construction of the commercial use area is expected to commence approximately six (6) months after the start of the sites general infrastructure improvements. This will include the construction of the necessary on-site infrastructure and support areas for the various building pads and opportunity spaces to be found in this part of the project area. Final internal phasing plans of the commercial buildings will be addressed during the specific site plan stage for this commercial use area, with building start dates timed to address market conditions.

The final phase of the sites residential use areas is expected commence construction approximately 36 month after the start of the initial phase of construction. It is expected that this area of residential construction will be completed within 24-30 months from the start of this areas construction.

Refer to the attached generalized project schedule (Page 57).

TAB 5 - RFP 1.2.4.4 | CONSTRUCTION PERIOD & PHASING

Include an estimate on the length of time required for due diligence, and based on your knowledge of the site, what type of due diligence studies would you anticipate needing before construction can begin?

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Estimated due diligence time is 3-4 months. Due diligence studies would include Phase 1 Environmental report, Geotechnical report, boundary & topo survey, title, wetlands study (assumed we would use the existing study that the City has in hand), and traffic study.

Construction challenges. Based on your knowledge of the site, what specific challenges do you anticipate with respect to development on the physical site?

Potential challenges would include the geotechnical make-up of the existing site soil, the geotechnical make-up of fill material expected to be used from nearby pond, and power availability and timeline to get adequate power to the site.

What is your practice in planning for construction contingencies and construction inflation, and how do you plan to hedge your construction inflation risk for this project?

SANSONE GROUP

In order to hedge construction inflation risk, we work closely with the general contractor to understand the specific construction cost categories that could be of risk. We lock in costs with the general contractor as soon as possible and order certain materials ahead of time to avoid potential escalation. Finally, we add an inflation contingency to our overall project budget.

ALLIANCE RESIDENTIAL COMPANY

We have built over 5,000 apartment units across the state of Florida in the past few years. With this amount of volume and our relationships with our subbase we have a good handle on construction costs. We carry a decent contingency amount in our budgets. In addition, we are not only the owner/developer we self-perform the construction in house (provides better controls over budgeting and performance of our projects).

General Contractor: If your firm plans to contract with another firm for construction, do you have an existing relationship with a builder that you plan to use?

SANSONE GROUP

What is the nature of your relationship with the builder? We would plan to partner with a general contractor, but to get the best cost and schedule for the project, we would not select the general contractor until we go through a thorough bid process. We have existing relationships with numerous general contractors that we would include in the bid process.

ALLIANCE RESIDENTIAL COMPANY

We will self-perform the apartment construction of the project with our construction entity: Alliance South Florida Builders, LLC

TAB 6 | RFP 1.2.4.5

Additional Comments



Include any suggestions or advice regarding design and zoning considerations

We are proposing a horizontally integrated community that encourages the development of a walkable/accessible environment for our residents and guests. Our project team is well versed and experienced in the development of like type communities, and we recognize that to be successful, our 'neighborhood' must also been seen as an 'inviting place' for those other city residents who seek to patronize the commercial and community use opportunities to be found here. It is understood that because of the integration of uses (commercial, industrial and residential) in this area, landscaping will be of critical interest to the City during the subsequent site plan review processes, follow award of this RFP. The current MPUD Planning document addresses the fact that we will be held to a higher standard we understand that obligation.

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We agree with the City's assessment in the RFP (section 1.2.2.2) that "...changes in zoning are not anticipated to be necessary to accommodate the desired development..." However, we do think that consideration should be given to addressing some limited amendment to the Tradition Regional Business Center (TRBC) MPUD that in our opinion will facilitate the timely development of these properties. Specifically, one item that we believe should be given consideration is to amend the existing TRBC MPUD to provide that amendments to this MPUD (should any be required) that only are applicable to one or the other land use activity areas ('Business Park' or 'Mixed Commercial') be processed in a manner that does not require the consent of any property owners located outside of the land use activity area seeking any amendment.

Does the City need to consider any new form of management or technology to make the project successful, either during the planning, building, or operational phases of the Project?

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Since 2020, Sansone Group and the city of port St. Lucie have worked collaboratively to bring forward one of the most successful private public partnerships in the City's History. The job growth and tax base expansion in this area over the last five years has rarely been repeated. While technology provides opportunities for expedited or enhanced processing of applications and other tangible items, it is still often the personal touch that allows for the success of a projects processing through the regulatory and permitting systems. In addition to Sansone Group's 'hands on' approach to project management, our team of experienced engineers (Culpepper & Terpening), Land Planners (Lucido & Associates; Culpepper and Terpening); Architects (Lucido Design - Retail; Dorsky + Yue - Residential); and construction contractors who know the site; know the City and know your processes. We believe that maintaining our proactive relationship with the City through your Economic Development Office will only make the success of this 'Gateway' project a greater probability.

TAB 6

Additional Information



NATIONAL DEVELOPMENT PIPELINE

DEAL	СІТҮ	STATE	AC	SF	MARKET	DEVELOPMENT COST	DEVELOPMENT COST (PSF)
NORTHEAST REGION							
NEWBURGH, NY	NEWBURGH	NY	85	873,600	NEW YORK, NY	\$128,606,313	\$147
SOUTH BRUNSWICK, NJ - DEY ROAD	SOUTH BRUNSWICK	NJ	31	280,800	CENTRAL NJ - EXIT 8A	\$80,427,928	\$286
TYNGSBOROUGH, MA	BOSTON	MA	86	492,500	BOSTON, MA	\$110,862,213	\$225
MIDDLETOWN, PA	MIDDLETOWN	PA	88	728,000	EASTERN PA	\$72,800,000	\$100
MIDWEST REGION							
CHANNAHON, IL - BRISBIN RD	CHANNAHON	IL	289	3,542,000	GREATER CHICAGO	\$332,386,670	\$94
GROVE PORT, OH - COLD STORAGE	GROVE PORT	ОН	18	262,080	COLUMBUS, OH	\$62,641,671	\$239
SOUTHEAST REGION							
STONEMONT PARK 75	LOCUST GROVE	GA	113	882,200	ATLANTA, GA	\$95,749,964	\$109
LOUISVILLE, KY - LEBANON JUNCTION	LOUISVILLE	KY	135	1,618,000	LOUISVILLE, KY	\$198,667,399	\$123
LEGACY PARK AT TRADITION - PHASE 2	PORT ST. LUCIE	FL	67	1,200,000	SE FLORIDA	\$247,942,709	\$207
LEGACY PARK AT TRADITION - PHASE 2	PORT ST. LUCIE	FL	15	250,000	SE FLORIDA	\$51,654,731	\$207
LEGACY PARK AT TRADITION - PHASE 2	PORT ST. LUCIE	FL	61	1,240,000	SE FLORIDA	\$256,207,466	\$207
LEGACY PARK AT TRADITION - PHASE 3	PORT ST. LUCIE	FL		248,000	SE FLORIDA	\$51,241,493	\$207
LEGACY PARK AT TRADITION - PHASE 3	PORT ST. LUCIE	FL		224,000	SE FLORIDA	\$46,282,639	\$207
LEGACY PARK AT TRADITION - PHASE 3	PORT ST. LUCIE	FL		200,000	SE FLORIDA	\$41,323,785	\$207
RANGELINE	PORT ST. LUCIE	FL	50	500,000	SE FLORIDA	\$103,309,462	\$207
PEACH ORCHARD COMMERCE CENTER	SALISBURY	NC	42	301,320	GREENSBORO, NC	\$33,726,814	\$112
CHEROKEE COUNTY, SC	CHEROKEE COUNTY	SC	182	1,720,600		\$172,060,000	\$100
SOUTHWEST REGION							
ALBUQUERQUE, NM	ALBUQUERQUE	NM	18	213,415	ALBUQUERQUE, NM	\$30,629,921	\$144
EL PASO, TX	EL PASO	TX	230	3,979,320	EL PASO, TX	\$411,896,929	\$104
Ηυττο, τχ	HUTTO	TX	15	200,000	AUSTIN, TX	\$63,316,002	\$317
WEST REGION							
BANNING, CA	BANNING	CA	131	1,320,000	SOUTHERN CALIFORNIA	\$244,838,380	\$185
OTAY MESA, CA	OTAY MESA	CA	80	1,100,000	SOUTHERN CALIFORNIA	\$231,575,266	\$211
PATTERSON, CA	PATTERSON	CA	133	2,775,000	NORTHERN CALIFORNIA	\$278,887,500	\$101
RENO, NV - FERNLEY	FERNLEY	NV	72	992,000	RENO, NV	\$99,200,000	\$100
TOTALS			1,941	25,142,835		3,446,235,254	137

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CLOSED DEVELOPMENT PORTFOLIO

TENANT/BUYER	CLOSING DATE	ADDRESS	LOT ACRES	BLDG SF	EST. VALUE	DESCRIPTION	CATEGORY
Tidal Wave Luxury Car Wash	11/24/20	Lot 2 of Sommer & Highway North Lake St. Louis, MO	1.01	4,031	1,100,000	Raw land developed	Retail
McBride Homes	11/12/19	5006-5030 Daggett Ave St. Louis, MO 63110	10.74	191,500	68,675,000	Warehouse tear down & redevelopment of 58 single family homes & 255 unit apartment complex	Multi-Family
EZ Storage	4/23/19	10461 Manchester Rd Kirkwood, MO 63122	8.79	125,761	7,500,000	Grocery store redevelopment of existing box with outlots	Retail/ Self-Storage
Tidal Wave Luxury Car Wash	10/16/18	2146 & 2150 Hampton Ave St. Louis, MO 63139				Office building tear down & redevelopment	Retail
Towne South Plaza	8/8/19	Tera Haute, IN		163,293	21,393,947	Redevelopment	Retail
Fenton Plaza	12/1/19	St. Louis, MO		100,420	8,721,013	Redevelopment	Retail
Savannah 2195	12/30/20	Savannah, GA	91.10	914,800	109,000,000	Industrial Development	Industrial
Godfrey Phase 1	1/21/21	West Valley City, UT	38.72	314,175	59,051,868	Industrial Development	Industrial
Godfrey Phase 2	1/21/21	West Valley City, UT	17.00	309,750	55,224,000	Industrial Development	Industrial
West Valley Industrial (A & B)	8/31/20	West Valley City, UT	24.80	404,800	42,550,000	Industrial Development	Industrial
West Valley- 2215	10/19/21	West Valley City, UT	18.00	328,000	56,650,000	Industrial Development	Industrial
Park 100	7/19/19	Indianapolis, IN	30.50	424,849	24,500,000	Redevelopment	Industrial
Couchville	2/28/19	Mt Juliet, TN	51.00	709,651	30,900,000	Redevelopment	Industrial
Exit 8A	10/17/20	Monroe, NJ	88.00	1,281,000	270,899,007	Industrial Development	Industrial
PSL FedEx	1/7/21	Port St Lucie, FL	22.50	245,000	42,240,510	Industrial Development	Industrial
PSL Phase 1 (Both blds)	7/19/21	Port St Lucie, FL	42.06	688,000	78,906,211	Industrial Development	Industrial
PSL Amazon	11/4/21	Port St Lucie, FL	52.00	220,000	93,756,065	Industrial Development	Industrial
Tac Pal NAI	4/19/21	Palmyra, NJ	59.00	704,182	198,990,075	Industrial Development	Industrial
Tac Pal Fillit	7/22/22	Palmyra, NJ	103.38	700,228	221,406,557	Industrial Development	Industrial
SSM North County	3/1/18	St. Louis, MO				SSM Cardinal Glennon Pediatric Center - Ground Up	Medical Office
Wasabi Kirkwood	1/1/18	St. Louis, MO				Redevelopment	Retail
Austin Hills	7/22/22	Austin, TX	134.00	1,358,060	234,298,265	Industrial Development	Industrial
John Dodd	6/24/22	Wellford, SC	254.00	1,723,080	190,105,640	Industrial Development	Industrial
Tampa Cold Logistics	6/3/22	Tampa, FL	7.00	109,648	56,619,872	Industrial Development	Industrial
Salisbury	10/20/22	Salisbury, NC	42.00	301,320	37,665,000	Industrial Development	Industrial
Locust Grove	9/8/22	Locust Grove, GA	113.00	882,200	110,275,000	Industrial Development	Industrial
Sarasota, FL	5/17/23	Sarasota, FL	128.00	1,016,120	284,740,850	Industrial Development	Industrial
PSL 263k Cold	7/13/23	Port St Lucie, FL	15.00	380,000	62,272,500	Industrial Development	Industrial
PSL Spec 250k	2/13/23	Port St Lucie, FL	15.00	250,000	40,968,750	Industrial Development	Industrial
TOTALS			1,367	13,849,868	2,408,410,130		

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NATIONAL CREDIT TENANCY

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"A City for All Ages"

City of Port St. Lucie

Electronic Request for Qualifications ("E-RFQ")

Event Name: Development of the Becker / Village Lifestyle Commercial Center

E-RFQ Number: 20230055

(Stage One of Two-Stage RFQ/RFP Qualifications-Based Competitive Process)

TABLE OF CONTENTS

- A. INTRODUCTION
- B. OVERVIEW OF THE DEVELOPMENT OPPORTUNITY
- C. DESIRED DEVELOPER QUALIFICATIONS
- 1. E-RFQ REQUIREMENTS, TERMS, & CONDITIONS
- 2. INSTRUCTIONS TO PROPOSERS
- 3. GENERAL INSURANCE
- 4. PROPOSAL EVALUATION, NEGOTIATIONS, AND AWARD
- 5. LIST OF E-RFQ ATTACHMENTS

SECTION A: INTRODUCTION

Incorporated in 1961, the City of Port St. Lucie ("City") occupies approximately 120 square miles in St. Lucie County, located on Florida's southeast Treasure Coast. It is conveniently situated midway between Orlando and Miami, and a few short hours from both Tampa and Jacksonville. Port St. Lucie is proud to be a hometown where people live, learn, work, and play, and celebrate all of life's opportunities and dreams. According to the most recent United States Census Bureau's population estimate, Port St. Lucie is the 7th largest city in Florida with nearly 225,000 residents and is also currently the 3rd largest city in South Florida. Port St. Lucie attracts a vibrant mix of people due to its low crime rate, varied housing stock, and abundant open space, and because of the optimistic vision of the people who live here. As a growing community, Port St. Lucie offers diverse economic opportunities, clear guidelines for prosperous and sustainable growth, and state-of-the-art infrastructure ready to support development and investment. Additionally, City government is committed to delivering outstanding public services that enhance the community and the quality of life for people of all ages.

("DRI" Southern Grove 3.605-acre Development Regional is а of Impact https://www.cityofpsl.com/home/showpublisheddocument/9568/637517645888330000) south of Tradition Parkway and is part of the overall 8,200-acre region known as Tradition. Because of its unique development history, there are no other large commercial and industrial parcels in Port St. Lucie that could be developed into a jobs corridor with the potential to create more than 22,500 jobs. In 2018, the City of Port St. Lucie, under the Port St. Lucie Governmental Finance Corporation ("GFC"), accepted the transfer of 1,247 acres of land in Southern Grove to maintain control of its long-term vision for creating a "jobs corridor" along Interstate 95, to help achieve economic prosperity for the City.

Early in 2021, the City completed the <u>Southern Grove Master Plan – Attachment A</u> based on extensive public input. Port St. Lucie is experiencing significant residential growth within the southwest area of the City (*see Approved Residential Development Map in Attachment B*). Recognizing a need to continue to meet the desire of City residents for high quality shopping, dining, and entertainment areas, the Southern Grove Master Plan recommended the development of a Lifestyle/Commercial Center at the northeast corner of SW Becker Road and SW Village Parkway, just west of the Interstate 95 interchange at Becker Road.

The GFC is soliciting highly qualified developers / development teams to respond to this Request for Qualifications ("RFQ") who exhibit, at a minimum, experience in developing: 1) village scale urban retail and restaurant districts; and 2) high quality urban residential neighborhoods that may include a mixture of high-density condominiums, apartments, and townhomes units. The GFC's objective in this RFQ is to identify qualified developers who are interested in constructing a village scale urban district on three parcels totaling nearly 55 acres of prime developable property. (See attached Overall Site Map in Attachment B)

Parcels A and B total ±38.91 acres. These parcels are generally bound by SW Becker Road, SW Village Parkway, SW Anthony F. Sansone Sr Boulevard, and SW Legacy Park Drive. **Parcel C totals ±15.82 acres** and is bound by SW Village Parkway and SW Legacy Park Drive. It is the GFC's desire to have this parcel developed with urban scale commercial uses with potential inclusion of high-density condominiums, apartments, and/or townhome units at the selected developer's discretion. The proposed development should have a walkable structure laid out in 400-600' blocks and will be expected to adhere to approved design guidelines to be developed through this process that will address features such as use of building frontage to shield parking areas, pedestrian plazas, gateway features, and standardized street furnishings.

The objective of this RFQ process is to determine the level of interest and select a limited number of qualified developers who will be invited to respond to a Request for Proposals (RFP) to develop Parcels A, B and C. Responses to this RFQ should provide general ideas and strategies for the development of the sites, including resumes and qualifications for the development team(s). The GFC will review qualification packages to select experienced developers that will advance to the next step of the process, which will be an RFP, ultimately leading toward the selection of one or two "preferred developers" and the eventual disposition of the development sites under mutually beneficial financial terms. The GFC will look favorably on firms that possess the capacity and interest to undertake both projects but recognize that these development opportunities pose different challenges and require developers with diverse experience and expertise.

Depending upon the number and quality of responses received, the GFC reserves the right to request additional information from some or all respondents, or to issue additional requests to advance the review process. This RFQ does not obligate the GFC to select or negotiate with any Developer or development team(s) or to accept offers which the GFC determines, in its judgment, are not in the best interest of the GFC or the City.

SECTION B: OVERVIEW OF THE DEVELOPMENT OPPORTUNITY

1. Description:

The Becker / Village Lifestyle Commercial Center consists of the following development opportunities:

Parcels A and B total ±38.91 acres. These parcels are generally bound by SW Becker Road, SW Village Parkway, SW Anthony F. Sansone Sr Boulevard, and SW Legacy Park Drive. <u>A proposed north/south road is</u> located between these parcels and will be the responsibility of the selected developer to design, permit, and <u>construct</u>. **Parcel C totals ±15.82 acres** and is bound by SW Village Parkway and SW Legacy Drive. (*See attached Overall Site Map in Attachment B*). All above parcels are owned by the GFC, and it is the GFC's expectation that this block will be developed as a Lifestyle Commercial Center, inclusive of uses such as grocery, gas station, restaurants, small box retail, office, hotel, and higher density residential uses buffered from the adjacent large scale employment center by stormwater lakes and adequate landscaping. The development should include gateway feature locations to allow for signature branding with integrated sculptural elements, pedestrian/public plazas, and carefully designed signage, landscaping, and lighting. The development should include incorporation of the Tradition Trail, a 12-foot-wide multimodal trail proposed to border the adjacent stormwater lakes, which will connect to the larger Tradition Trail system planned throughout the Southern Grove development. Consideration should also be given to accommodating future public transit stops or other mobility features.

2. Zoning & Development Standards:

The parcels are currently zoned Master Planned Unit Development (MPUD). In general, land uses within the MPUD may be characterized and divided into two (2) broad categories or districts: 'Business Park' and 'Mixed Commercial' (See MPUD Conceptual Land Use Plan in Attachment B). Allowable uses within the adjacent 'Business Park' include warehouse/distribution, light industrial, and manufacturing; and commercial, office, regional retail, medical, restaurant, theaters, hotel, institutional, public use facilities, and limited residential uses within the 'Mixed Commercial' district. The intent of the 'Mixed Commercial' district is to allow and encourage uses which benefit from proximity to the 'Business Park' and surrounding residential areas to serve as a center of retail and professional activity, and allows for mixed development with different housing types, including the possibility of a mixture of uses such as ground level retail and commercial uses. The designation also seeks to group uses together in a compact area to facilitate pedestrian movement. Accordingly, changes in zoning are not anticipated to be necessary to accommodate the desired development, but projects developed within the MPUD zoning district require review and approval by the City of Port St. Lucie Site Plan Review Committee and City Council.

The plan and design guidelines for this area should address, at a minimum, the following: gateway features at major intersections; outdoor dining design standards; setbacks; building placement; building design and appearance; placement and setback of off-street parking areas; curb cuts; pedestrian amenities lighting; landscaping buffering; and recommendations for a uniform landscape plan.

3. Redevelopment Objectives:

This RFQ seeks an experienced developer of village scale urban retail/restaurant projects to construct a project which meets the following goals and objectives. The GFC's desired development of the parcels is to create a Lifestyle/Commercial Center that will serve the shopping, dining, and social gathering space needs of the adjacent workplace district and residential areas within the southwest area of the City. The developer's experience should incorporate forward-thinking approaches to urban design, architecture, engineering, environmental technologies, and the public realm, as well as a focus on placemaking. Envisioned as a destination area, the development of the property should:

- Include a grocery store, restaurants, and small retail shop space. Restaurants should be unique in nature and developed with outdoor dining and/or rooftop dining options. Additional uses are encouraged to include hotel rooms and high-density condominiums, apartments, and/or townhome units integrated into the overall development.
- Create a dynamic urban destination that encourages public gathering places and considers the importance of a pedestrian environment. Buildings are encouraged to address the street where practicable to avoid large parking areas being visible from the streets. Use of on-street parking and shared parking is encouraged.
- Create unique signage, merchandizing, and branding for the development.
- Create substantial positive economic value for the City through the generation of additional property and sales tax revenues.
- Provide a source of quality construction and permanent jobs for area residents.
- Improve connectivity to the surrounding development to effect property values, quality of life, and public safety.

SECTION C: DESIRED DEVELOPER QUALIFICATIONS:

The GFC is seeking responses from qualified developers who are interested in undertaking the development opportunities described in Section B above. In this context, the terms "Developer" and "Developer Qualifications" apply to the development entity itself and the proposer's professional team assembled to execute the project. The GFC is seeking a developer and supporting professional team that possess the strongest combination of the following:

- Experience developing open-air village-scale retail/restaurant districts in jurisdictions in the South Florida region or southeastern United States.
- Experience developing retail, restaurant, for-rent office and office condominium, and for-rent residential and residential condominium.
- Experience constructing parking for a lifestyle district.
- Experience operating lifestyle/commercial properties.
- A minimum of ten (10) years of experience in leasing/management of mixed-use projects.

Any respondent to the RFQ or subsequent RFP who has engaged the services of a licensed commercial real estate broker, contractually or otherwise, shall disclose the broker's information in their submittal. If no broker has been engaged, respondent shall include the statement, "There are no broker services associated with this firm's response."

END OF SECTION

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1. <u>E-RFQ Requirements, Terms, & Conditions:</u>

1.1. Schedule of Events

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur that may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-RFQ will be publicly posted prior to the closing date of this E-RFQ. After the close of the E-RFQ, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, etc. on an as needed basis with or without notice.

Description	Date	Time
Release of E-RFQ	As Published on DemandStar	N/A
Pre-Proposal Conference	N/A	N/A
Deadline for Written Questions Sent via Email to the Issuing Officer Referenced in Section 1.2.	July 20, 2023	5:00 p.m. ET
Collective Responses to Written Questions by City Issued Addendum Responses to Written Questions	July 27, 2023	5:00 p.m. ET
Proposals Due/Close Date and Time	August 3, 2023	3:00 p.m. ET
Initial Evaluation Committee Meeting to Review Scored Proposals for Short List	TBD	TBD

1.2. Official Issuing Officer (Procuring Agent) Name: Nathaniel Rubel, Assistant Procurement Director

Email: NRubel@cityofpsl.com

1.3. Definition of Terms

Please review the following terms:

<u>Proposer(s)</u> – Entities desiring to do business with the City (may also be called "Consultant," "Developer," "Bidder," or "Offeror" herein)

<u>City of Port St. Lucie ("City")</u> – the governmental entity identified in Section A - Introduction of this E-RFQ. Immaterial Deviation- does not give the Proposer a substantial advantage over other Proposers.

<u>Material Deviation</u>- gives the consultant a substantial advantage over other consultants and thereby restricts or prevents competition.

<u>Procurement Management Division</u> ("PMD")- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

<u>Responsible</u>- means the Proposer, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

<u>Responsive</u>- means the Proposer, whether a company or an individual, has submitted a timely offer that materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- DemandStar

Any special terms or words which are not identified in this E-RFQ Document may be identified separately in one or more attachments to the E-RFQ. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Proposers" of this E-RFQ.

2. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the E-RFQ, the Proposer is acknowledging that the Proposer:

- 1. Has read the information and instructions, and
- 2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Developers are assumed to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that may affect the work. Ignorance on the part of the Awarded Developer will in no way relieve them from any contractual responsibility.

2.1.2. Restrictions on Communicating with Staff

From the issue date of this E-RFQ until a contract is executed with the Awarded Developer selected in the second stage of this process (or the E-RFQ is officially cancelled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Pre-Proposal Conference (if any), or as defined in this E-RFQ or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process, as identified in the <u>City Code of Ordinances, Section 35.13</u>. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Developer violating this provision. Further information on this topic can be found on the Cone of Silence and E-RFQ Communication Document.

2.1.3. Submitting Questions

All questions concerning this E-RFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.2 "Issuing Officer" of this E-RFQ. No questions other than written will be accepted. No response other than written will be binding on the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this E-RFQ must be submitted in the following format:

Company Name Question #1 Question, *Citation of relevant section of the E-RFQ* Question #2 Question, *Citation of relevant section of the E-RFQ*

2.1.4. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFQ will not be considered. The Developer's response must be complete in all respects, as required in each section of this E-RFQ.

2.1.5. Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Developer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all**

elements and information requested in this E-RFQ. A Developer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the E-RFQ requirements, the determination of which will be made by the City on a case-by-case basis.

NOTE: The City may not accept proposals from firms that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agency's Excluded Parties List, Suspended List, or Debarment List. Please see <u>Florida Statute 287.133</u> for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.6. The City's Right to Amend and/or Cancel the E-RFQ

The City reserves the right to amend this E-RFQ. All revisions must be made in writing prior to the E-RFQ closing date and time. If a Developer discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-RFQ, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFQ will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a Developer fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFQ known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution by submitting a response, the Developer shall be deemed to have accepted all terms and agreed to all requirements of the E-RFQ (including any revisions/additions made in writing prior to the close of the E-RFQ whether or not such revision occurred prior to the time the Developer submitted its response) unless expressly stated otherwise in the Developer's response. THEREFORE, EACH DEVELOPER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE DEVELOPER'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFQ. Developers are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFQ at any time.

2.1.7. Protest Process

Proposers should familiarize themselves with the procedures set forth in <u>City Ordinance 20-15</u> Sec. 35.14.

2.1.8. Costs for Preparing Responses

Each Developer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Developer. The City will not provide reimbursement for such costs.

2.1.9. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this E-RFQ, including anything considered by the Developer to be confidential or a trade secret, will become a public document pursuant to <u>Chapter 119 of the Florida Statutes</u>. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Developer is hereby cautioned to NOT submit any documents that the Developer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Developer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from

disclosure. Developers should review <u>Chapter 119 of the Florida Statutes</u> for all updates before requesting exceptions from Chapter 119.

2.2. Submittal Instructions

Submittal Instructions to DemandStar

Listed below are key action items related to this E-RFQ. The Schedule of Events in Section 1.1 identifies the dates and time for these key action items. This portion of the E-RFQ provides high-level instructions regarding the process for reviewing the E-RFQ, preparing a response to the E-RFQ and submitting a response to the E-RFQ. Developers are encouraged to utilize the training materials identified in Section 2.2 of this E-RFQ to ensure a successful submittal in response to this E-RFQ.

2.2.1. E-RFQ Released

The release of the E-RFQ is only communicated through the posting of this E-RFQ as an event in DemandStar. This E-RFQ is being conducted through DemandStar, an online, electronic tool, which allows a Developer to register, logon, and upload any necessary documents. Each Developer interested in competing to win a contract award must complete and submit a response to this E-RFQ using DemandStar. Therefore, each Developer MUST carefully review the submittal instructions on DemandStar's website and follow the submittal guidance that is provided in Section 2.2 of this RFQ document.

2.2.2. E-RFQ Review

The E-RFQ consists of the following: this document, entitled "PSL E-RFQ Document," and any and all information included in the E-RFQ, as posted to DemandStar, including any and all documents provided by the City as attachments to the E-RFQ or links contained within the E-RFQ or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.2).

2.2.3. Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the Developer may view and/or revise its response by logging into DemandStar. Please take note of the following:

- 1. <u>PROPOSAL SUBMISSION</u>. **Upload in one file**, the proposal response (Bid Reply) formatted as instructed in Section 2.2.4 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL**. No hard copies will be accepted.
 - A. Upload the proposal, including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. <u>Please permit adequate time to submit the response</u>. <u>Please note submission is not instantaneous and may be affected by several events, such as the Developer temporarily losing a connection to the Internet</u>.

B. Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.

2. <u>REVIEW AND REVISE</u>. In the event the Developer desires to revise a previously submitted response, the Developer may revise the response prior to the deadline listed above. If the revisions cannot be completed in a single work session, the Developer should save its progress. Once revisions are complete, the Developer **must resubmit** its corrected

response. <u>Please permit adequate time to revise and then resubmit the response. Please</u> note submission is not instantaneous and may be affected by several events, such as the <u>Developer temporarily losing a connection to the Internet.</u>

3. <u>WITHDRAW</u>. A Developer may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a developer desires to withdraw its response after the closing date and time, the Developer must submit a request in writing to the Issuing Officer.

2.2.4. Proposal Format / Evaluation Criteria

Instructions to Proposers

The Proposer's PROPOSAL must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits set forth herein.

Proposals must include the following information in this order:

Title Page

The Title Page shall show the RFQ's subject, title, and E-RFQ number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 1. Desired Developer Qualifications

The GFC is seeking responses from qualified developers who are interested in undertaking the development opportunities described in Section B above. In this context, the terms "Developer" and "Developer Qualifications" apply to the development entity itself and the proposer's professional team assembled to execute the project. The GFC is seeking a developer and supporting professional team that possess the strongest combination of the following:

- Experience developing open-air village-scale retail/restaurant districts in jurisdictions in the South Florida region or southeastern United States.
- Experience developing retail, restaurant, for-rent office and office condominium, and for-rent residential and residential condominium.
- Experience constructing parking for a lifestyle district.
- Experience operating lifestyle/commercial properties.
- A minimum of ten (10) years of experience in leasing/management of mixed-use projects.
- Any respondent to the RFQ or subsequent RFP who has engaged the services of a licensed commercial real estate broker, contractually or otherwise, shall disclose the broker's information in their submittal. If no broker has been engaged, respondent shall include the statement, "There are no broker services associated with this firm's response."

Tab 2. Cover Letter - Qualifications and Experience

RFQ responses should include a cover letter providing an introduction to the Developer, resumes of the development team, and corresponding areas of expertise. The letter should clearly show how the development team meets the minimum qualifications as outlined in SECTION C of the RFQ.

Tab 3. Proposed Development Vision and Program

Responses should describe the overall vision and a recommended development program for the relevant development opportunities being addressed in the submission to include retail, high-density residential, restaurant, taverns, office, including building heights and number of stories and any specific restaurant program, including any relationships with certain retail and/or restaurant groups. If the recommended development program differs from the minimum program described above, provide information on the reasoning for the recommended development program. Include information on operational philosophy regarding typical length of time projects are held after completion. Related design standards and guidelines shall be included in both narrative and visual format for consideration.

Tab 4. Conceptual Financial Structure/ Financial Stability

Provide a conceptual financial structure, including sources of funding and a structure for providing compensation for the GFC owned real estate (e.g., land purchase, ground lease, Tax Allocation District participation, other public participation, etc.) The GFC has significant flexibility with respect to disposition options and methods for compensation and, as a result, encourages and welcomes financial proposals which maximize the value of the resulting developments and their positive economic and fiscal impacts on the City as a whole.

Provide evidence of the developer's / development team's financial capability to undertake the Project. Evidence should cover the last five (5) years. If your proposal is being submitted by a syndicate of two or more entities, provide evidence for each firm that would be a part of the Project. Suitable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability necessary to support a project of this size. Submission of this RFQ provides consent to the GFC or its assigns to confirm the information provided in response to this question.

All firms will be required to allow the GFC to inspect and examine their company operating information and financial statements during the RFP process. Each firm shall submit its legal firm name or names, headquarters address, local office address(es), state of incorporation, and key firm contact names.

Tab 5. Additional Required Proposal Submittal Forms

Additional forms required to be completed with the submitted proposal can be found in **Attachment C.** Please attach additional sheets if necessary to provide all the required information.

- Cone of Silence Form
- Proposer's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form

3. General Insurance

This section contains general business requirements. By submitting a response, the Developer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Developer's submitted pricing during the RFP stage.

3.1. Standard Insurance Requirements

The Developer 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 any subsequent development Contract ("the Contract"), insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Developer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Developer under the Contract.

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

- <u>Workers' Compensation Insurance & Employer's Liability:</u> The Developer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
- 2. <u>Commercial General Liability Insurance</u>: The Developer 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. <u>Additional Insured:</u> 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 and GFC. Coverage shall extend to independent Developers 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, 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, and the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents, and employees, as Additional Insured for Commercial General Liability and Business Auto 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 and the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents, and employees, shall be **listed as additional insured – Contract #20230055 – Development of Becker / Village Lifestyle Commercial Center.**" 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 and GFC prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the 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 the Contract to exceed the above limits, the Developer 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.

- 4. <u>Automobile Liability Insurance:</u> The Developer 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 Developer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Developer 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. <u>Professional Liability Insurance</u>: Developer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City and GFC reserve the right, but not the obligation, to review and request a copy of Developer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Developer warrants the retroactive date equals or precedes the effective date of the Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the Contract, Developer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.
- 6. <u>Waiver of Subrogation:</u> The Developer shall agree by entering into the Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Developer 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. <u>Deductibles:</u> All deductible amounts shall be paid for and be the responsibility of the Developer for any and all claims under the Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request a copy of the Developer's most recent annual report or audited financial statement.

It shall be the responsibility of the Developer to ensure that all independent Developers and sub-Developers comply with the same insurance requirements referenced herein. It will be the responsibility of the Developer to obtain Certificates of Insurance from all independent Developers and sub-Developers listing the City as an Additional Insured without the language when required by written contract. If Developer, independent Developer or sub-Developer maintain higher limits than the minimums shown above, the City and GFC require and shall be entitled to coverage for the higher limits maintained by Developer/independent Developer/sub-Developer.

The Developer 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 and GFC shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of the 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 and GFC reserve the right, but not the obligation, to review and request a copy of the Developer's most recent annual report or audited financial statement.

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

Developer must review the City's Standard Contract for further details and coverage requirements.

Within ten (10) business days of award, the awarded Developer must procure the required insurance and provide the City and GFC with an executed Certificate of Insurance. Certificates must reference the contract number and the City and GFC as additional Insured parties. The Developer's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

4. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, GFC may or may not elect to negotiate technical factors as further described in the E-RFQ. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the responsive and responsible Developer(s) will be requested to participate in an RFP process. The City will post the results of the E-RFQ to DemandStar.

4.1 Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

- 1. Proposal was submitted by deadline in accordance with Section 2.2 above.
- 2. Proposal meets the minimum qualifications.
- 3. Proposal is complete and contains all required documents.

4.2 Evaluating Proposal Factors

If the Developer's proposal passes the Administrative/Preliminary Review, the Developer's proposal will be submitted to the Evaluation Team for evaluation.

4.2.1 Review of Proposals

The City will assemble an Evaluation Committee comprised of City staff. This Committee shall evaluate the proposals and will be responsible for short listing the most qualified firms from the submitted proposals from this Step 1 E-RFQ. Each firm should submit documents that provide evidence of capability to provide the services required for the committee's review for short-listing purposes. The short-listed firms will receive RFP-Step 2, outlining the pertinent development information for the submittal of Step 2 proposals. Upon review of the Step 2 proposals by the Evaluation Committee, public presentations may be requested by the shortlisted firms prior to final selection by the Committee. The City reserves the right to request further information and to request best and final offers at the discretion of the City prior to commencement of negotiation with the highest evaluated firm.

Procurement Management will review each proposal in detail to determine its compliance with the E-RFQ requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be ranked/scored in accordance with the point allocation in Section 4.3 "Evaluation Criteria" of this E-RFQ.

The Developer will receive a ranking at the conclusion of the evaluation of the E-RFQ Evaluation Factors.

Note: This Step 1 RFQ, is a non-priced technical qualifications-based process. Pricing will only be a factor after shortlisting of firms and during the negotiation phase.

4.3 Evaluation Criteria

The proposals will be evaluated and ranked in consideration of the following criteria:

Category
Desired Developer Qualifications
Cover Letter – Qualifications & Experience
Proposed Development Vision & Program
Conceptual Financial Structure / Financial Stability

4.4 Shortlist Selection / Competitive Range

The top responsive and responsible Developers receiving the highest scored proposals will be selected for participation in the RFP process.

The Evaluation Committee's selection of the shortlisted Developers to participate in Step 2 of the solicitation process pursuant to this Section may either (1) elect to shortlist all responsive and responsible contractors, (2) limit the shortlist to those Developers identified within the competitive range, or (3) limit the shortlist to the number of Developers with whom the City may reasonably select as defined below. In the event the City elects to limit the shortlist to those Developers identified within the competitive range, the City will identify the competitive range by (1) ranking the Developers' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible Developers is so great that the City cannot reasonably shortlist all responsive proposers (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit the shortlist to the top three (3) ranked Developers as determined by the Total Score.

4.5 Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Developers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all such presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Developers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the Developer's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Developer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Developer's name, E-RFQ number, and item number. Failure of Developer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the E-RFQ. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

5. List of E-RFQ Attachments

The following documents make up this E-RFQ. Please see Section 2.2.2 "E-RFQ Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer (See Section 1.2).

Project Related Attachments:

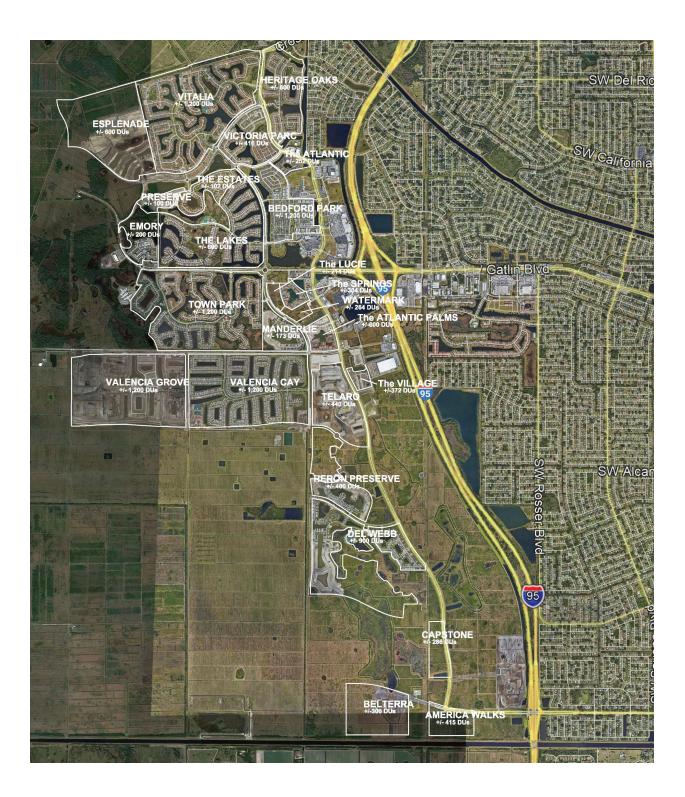
- Attachment A <u>Southern Grove Master Plan</u> (embedded link)
- Attachment B Approved Residential Development Map, Overall Site Map, MPUD Conceptual Land Use Plan

Required Forms – Attachment C

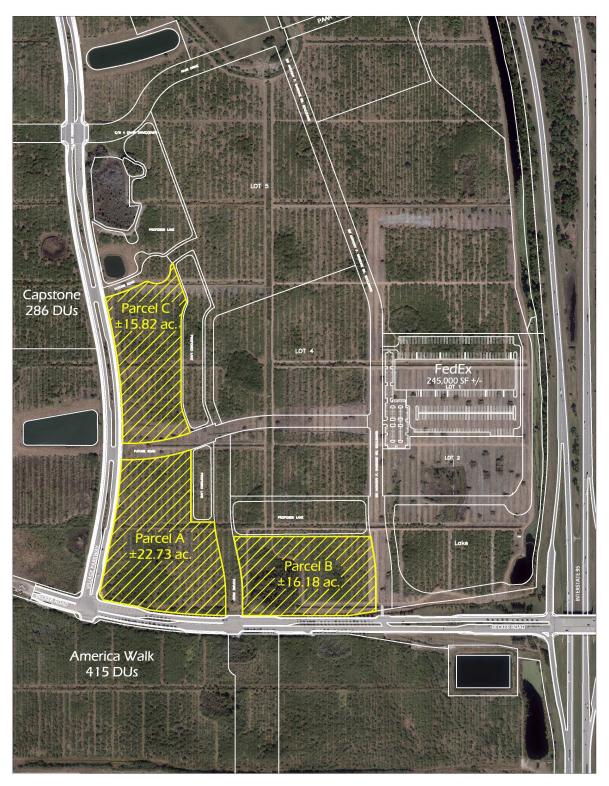
- Cone of Silence Form
- Proposer's Code of Ethics Form
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form

**Any documents indicated this E-RFQ must be returned in the system as a part of the response by the Developer. Failure to supply the completed document(s) may deem the Developer as non-responsive.

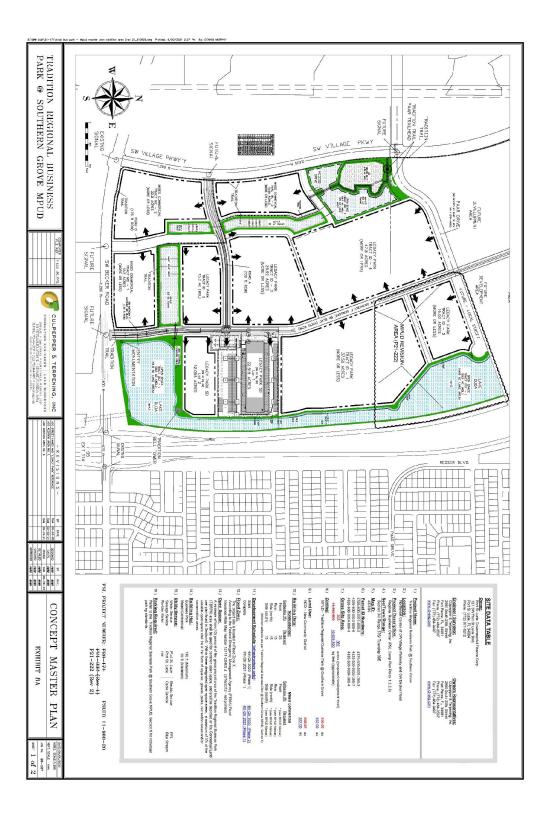
APPROVED RESIDENTIAL DEVELOPMENT MAP



OVERALL SITE MAP



MPUD CONCEPTUAL ZONING MAP



NOTICE TO ALL PROPOSERS

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The <u>"Cone of Silence"</u> is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the <u>City of Port St. Lucie Ordinance 20-15</u>, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being <u>disqualified</u>. All contact must be coordinated through **Mr**. **Nathaniel Rubel**, Issuing Officer, for the procurement of these services.

All questions regarding this Solicitation are to be submitted in writing the Issuing Agent, Nathaniel Rubel with the Procurement Management Department via e-mail <u>nrubel@cityofpsl.com</u>, or by phone 772-344-4230. Please reference the Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

*NOTE: All addend**a** and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the <u>DemandStar's</u> <u>Website</u> for retrieval. All notice of intent to award documentation will be published on the <u>City Clerk's</u> <u>Website</u>. Proposers are solely responsible for frequently checking these websites for updates to this solicitation.

I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.

Typed Name:	_
Signed:	
Company and Job Title:	
Date:	



"A City for All Ages"

RFQ #20230055 PROPOSER'S CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Proposer's Code of Ethics.

- A Proposer's bid or proposal will be competitive, consistent and appropriate to the RFQ documents.
- A Proposer will not discuss or consult with other Vendors intending to propose on the same RFQ or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Proposer will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Proposer will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Proposer will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Proposer will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, <u>City official</u>, employee family member or other vendor contracted by the City.
- Proposer will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Proposer will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Proposer must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Proposer must require their suppliers (including temporary labor agencies) to do the same. Proposer must conform their practices to any

published standards for their industry. <u>Compliance with laws, regulations and practices include, but are not</u> <u>limited to the following:</u>

- Obtaining and maintaining all required environmental permits. Further, Proposer will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _	
Signature	

Printed Name and Title _____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to proposers. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contract. In the case of any discrepancies between it and the law, regulation(s) and/or contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



Supplier/Consultant acknowledges and agrees to the following:

- 1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
- Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
- 4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

E-Verify Company Identification Number					
Date of Authorization					
Name of Contractor					
Name of Project					
Solicitation Number (If Applicable)					
I hereby declare under penalty of perjury that t	the foregoin	ig is true and	correct.		
Executed on,	, 20	in		(city),	(state).
Signature of Authorized Officer		Printed	Name and Title of A	uthorized Officer o	r Agent
SUBSCRIBED AND SWORN BEFORE ME					
ON THIS THEDAY OF	,20_				
NOTARY PUBLIC					
My Commission Expires:					



<u>NON-COLLUSION AFFIDAVIT</u> RFQ #20230055 Development of the Becker / Village Lifestyle Commercial Center

State	e of	}		
Cour	nty of	}		
	(Name/s)		_, being first duly sworn, disposes and says that:	
1.	They are	of	the Proposer	nat
	(Title)		(Name of Company)	

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) ______

(Title) _____



STATE OF FLORIDA } COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this (Date)_____

by:	who is personally known to me or who has produced
-----	---

_____ as identification and who did (did not) take an oath.

Commission No._____

Notary Print:	

Notary Signa	ture:	

DRUG-FREE WORKPLACE FORM RFQ # 20230055 Development of the Becker / Village Lifestyle Commercial Center

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that

____does:

(Name of Business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date:

RFQ #20230055

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name:	
Vendor FEIN:	
Authorized Representative's Name:	
Authorized Representative's Title:	
Address:	
City, State and Zip Code:	
Phone Number:	
Email Address:	

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: <u>https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx</u>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, 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 (\$1,000,000) 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.

Authorized Signature

Print Name

Signature



Solicitation Addendum Form

Solicitation Number: 20230055	Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center
Issuing Officer: Nathaniel Rubel –	Solicitation Initially Posted to Internet: See
Assistant Procurement Director	DemandStar
e-mail Address: <u>nrubel@cityofpsl.com</u>	Telephone: 772-344-4230
Addendum Number: 1	Date: 07/12/2023

Questions and Answers

1. Based on the RFQ documents, it seems the City is looking for one developer to develop the entire 55 acres with various mixed commercial uses along with high density condos or apartments. My company wouldn't be interested in doing any of the commercial uses but would be interested in developing multi-family rental apartments on one of the three parcels. Any one of the three would be suitable for what we would like to develop. Is this something that the City would entertain? Response: As stated in the RFQ, the GFC is looking for one developer to ultimately take down the parcels. It is anticipated that the selected developer would work with a multi-faceted team to facilitate the ultimate buildout of the tracts with the desired uses. The GFC is not looking to engage with developers of the individual uses at this time.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Assistant Procurement Director



Solicitation Addendum Form

Solicitation Number: 20230055	Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center
Issuing Officer: Nathaniel Rubel –	Solicitation Initially Posted to Internet: See
Assistant Procurement Director	DemandStar
e-mail Address: <u>nrubel@cityofpsl.com</u>	Telephone: 772-344-4230
Addendum Number: 2	Date: 07/25/2023

Questions and Answers

 To satisfy the requirement in Section 2.2.4 Proposal Format / Evaluation Criteria; Tab 4. Conceptual Financial Structure / Financial Stability, we will need to provide very sensitive financial information. Does the company and/or personal financial information remain private in this submission or is it open for the public to review? *Response: For exemptions from inspection or copying of public records, see generally, section 119.071, Florida Statutes. However, the City is unable to give proposers any legal advice. If you have any questions regarding application of Florida law to give your proposal, you should seek the advice of legal counsel.*

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Assistant Procurement Director



City of Port St. Lucie Electronic Request for Proposals ("eRFP") Event Name: Development of the Becker / Village Lifestyle Commercial Center eRFP (Event) Number: 20230055 – Step Two

1. Introduction

1.1. Purpose of Procurement

Pursuant to the Port St. Lucie City Code of Ordinance 35.07, this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified contractor who will provide **Development of the Becker / Village Lifestyle Commercial Center** to the City of Port St.. Lucie (hereinafter, "City") as further described in this eRFP. A descriptive overview of the City can be found at <u>https://www.cityofpsl.com/discover-us/about-psl</u>. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. eRFP Scope of Requested Services

1.2.1. Introduction

Incorporated in 1961, the City of Port St. Lucie ("City") occupies approximately 120 square miles in St. Lucie County, located on Florida's southeast Treasure Coast. It is conveniently situated midway between Orlando and Miami, and a few short hours from both Tampa and Jacksonville. Port St. Lucie is proud to be a hometown where people live, learn, work, and play, and celebrate all of life's opportunities and dreams. According to the most recent United States Census Bureau's population estimate, Port St. Lucie is the 6th largest city in Florida with over 250,000 residents and is also currently the 3rd largest city in South Florida. Port St. Lucie attracts a vibrant mix of people due to its low crime rate, varied housing stock, and abundant open space, and because of the optimistic vision of the people who live here. As a growing community, Port St. Lucie offers diverse economic opportunities, clear guidelines for prosperous and sustainable growth, and state-of-the-art infrastructure ready to support development and investment. Additionally, City government is committed to delivering outstanding public services that enhance the community and the quality of life for people of all ages.

Southern Grove is a 3,605-acre Development of Regional Impact ("DRI") south of Tradition Parkway and is part of the overall 8,200-acre region known as Tradition. Because of its unique development history, there are no other large commercial and industrial parcels in Port St. Lucie that could be developed into a jobs corridor with the potential to create more than 22,500 jobs. In 2018, the City of Port St. Lucie, under the Port St. Lucie Governmental Finance Corporation ("GFC"), accepted the transfer of 1,247 acres of land in Southern Grove to maintain control of its long-term vision for creating a "jobs corridor" along Interstate 95, to help achieve economic prosperity for the City.

Early in 2021, the City completed the <u>Southern Grove Master Plan – Attachment A</u> based on extensive public input. Port St. Lucie is experiencing significant residential growth within the southwest area of the City (*see Approved Residential Development Map in Attachment B*). Recognizing a need to continue to meet the desire of City residents for high quality shopping, dining, and entertainment areas, the Southern Grove Master Plan recommended the development of a Lifestyle/Commercial Center at the northeast corner of SW Becker Road and SW Village Parkway, just west of the Interstate 95 interchange at Becker Road.

The GFC is soliciting proposals from pre-qualified developers / development teams (identified under E-RFQ Number 20230055 – Step One) to respond to this eRFP who exhibit, at a minimum, experience in developing: 1) village scale urban retail and restaurant districts; and 2) high quality urban residential neighborhoods that may include a mixture of high-density condominiums, apartments, and townhomes units. The GFC's objective in this eRFP is to receive proposals from prequalified developers who are interested in constructing a village scale urban district on three parcels totaling nearly 55 acres of prime developable property. (*See attached Overall Site Map in Attachment B*)

Parcels A and B total ±38.91 acres. These parcels are generally bound by SW Becker Road, SW Village Parkway, SW Anthony F. Sansone Sr Boulevard, and SW Legacy Park Drive. **Parcel C totals ±15.82 acres** and is bound by SW Village Parkway and SW Legacy Park Drive. It is the GFC's desire to have this parcel developed with urban scale commercial uses with potential inclusion of high-density condominiums, apartments, and/or townhome units at the selected developer's discretion. The proposed development should have a walkable structure laid out in 400-600' blocks and will be expected to adhere to approved design guidelines to be developed through this process that will address features such as use of building frontage to shield parking areas, pedestrian plazas, gateway features, and standardized street furnishings.

An Evaluation Committee will review proposals to ensure the prequalified, experienced developers will advance to the next step of the process, which will be an oral presentation, ultimately leading toward the selection of one or two "preferred developers" and the eventual disposition of the development sites under mutually beneficial financial terms. Depending upon the number and quality of responses received, the GFC reserves the right to request additional information from some or all respondents, or to issue additional requests to advance the review process. This RFP does not obligate the GFC to select or negotiate with any Developer or development team(s) or to accept offers which the GFC determines, in its judgment and sole discretion, are not in the best interest of the GFC or the City.

1.2.2. Overview of the Development Opportunity

1.2.2.1. Description:

The Becker / Village Lifestyle Commercial Center consists of the following development opportunities:

Parcels A and B total ±38.91 acres. These parcels are generally bound by SW Becker Road, SW Village Parkway, SW Anthony F. Sansone Sr Boulevard, and SW Legacy Park Drive. <u>A proposed</u> north/south road is located between these parcels and will be the responsibility of the selected Developer to design, permit, and construct. **Parcel C totals ±15.82 acres** and is bound by SW Village Parkway and SW Legacy Drive. (*See attached Overall Site Map in Attachment B*). All above parcels are owned by the GFC, and it is the GFC's expectation that this block will be developed as a Lifestyle Commercial Center, inclusive of uses such as grocery, gas station, restaurants, small box retail, office, hotel, and higher density residential uses buffered from the adjacent large scale employment center by stormwater lakes and adequate landscaping. The development should include incorporation of the Tradition Trail, a 12-foot-wide multimodal trail proposed to border the adjacent stormwater lakes, which will connect to the larger Tradition Trail system planned throughout the Southern Grove development. Consideration should also be given to accommodating future public transit stops or other mobility features.

1.2.2.2. Zoning & Development Standards:

Combined parcels A, B, & C are entitled for the following: 350 multi-family/condo/apartment units; 550,000 square feet of retail; 120 hotel rooms. The parcels are currently zoned Master Planned Unit Development (MPUD). In general, land uses within the MPUD may be characterized and divided into two (2) broad categories or districts: 'Business Park' and 'Mixed Commercial' (*See*

MPUD Conceptual Land Use Plan in Attachment B). Allowable uses within the adjacent 'Business Park' include warehouse/distribution, light industrial, and manufacturing; and commercial, office, retail, medical, restaurant, theaters, hotel, institutional, public use facilities, and limited residential uses within the 'Mixed Commercial' district. The intent of the 'Mixed Commercial' district is to allow and encourage uses which benefit from proximity to the 'Business Park' and surrounding residential areas to serve as a center of retail and professional activity, and allows for mixed development with different housing types, including the possibility of a mixture of uses such as ground level retail and commercial uses. The designation also seeks to group uses together in a compact area to facilitate pedestrian movement. Accordingly, changes in zoning are not anticipated to be necessary to accommodate the desired development, but projects developed within the MPUD zoning district require review and approval by the City of Port St. Lucie Site Plan Review Committee and City Council.

1.2.2.3. Development Objectives:

This RFP seeks an experienced developer of village scale urban retail/restaurant projects to construct a project which meets the following goals and objectives. The GFC's desired development of the parcels is to create a Lifestyle/Commercial Center that will serve the shopping, dining, and social gathering space needs of the adjacent workplace district and residential areas within the southwest area of the City. The Developer's experience should incorporate forward-thinking approaches to urban design, architecture, engineering, environmental technologies, and the public realm, as well as a focus on placemaking. Envisioned as a destination area, the development of the property should:

- Include a grocery store, restaurants, and small retail shop space. Restaurants should be unique in nature and developed with outdoor dining and/or rooftop dining options. Additional uses are encouraged to include hotel rooms and high-density condominiums, apartments, and/or townhome units integrated into the overall development.
- Create a dynamic urban destination that encourages public gathering places and considers the importance of a pedestrian environment. Buildings are encouraged to address the street where practicable to avoid large parking areas being visible from the streets. Use of on-street parking and shared parking is encouraged.
- Create a unique name, signage, merchandizing, and branding for the development.
- Create substantial positive economic value for the City through the generation of additional property and sales tax revenues.
- Provide a source of quality construction and permanent jobs for area residents.
- Improve connectivity to the surrounding development to effect property values, quality of life, and public safety.

1.2.3. Developer Qualifications

The GFC is seeking responses from prequalified Developers under E-RFQ 20230055 – Step One, who are interested in undertaking the development opportunities described in Section 1.2.2. above. In this context, the terms "Developer" and "Developer Qualifications" apply to the development entity itself and the Proposer's professional team assembled to execute the project. The firms identified in E-RFQ 20230055 – Step One have demonstrated their ability to meet the following criteria:

- Experience developing open-air village-scale retail/restaurant districts in jurisdictions in the South Florida region or southeastern United States.
- Experience developing retail, restaurant, for-rent office and office condominium, and for-rent residential and residential condominium.
- Experience constructing parking for a lifestyle district.
- Experience operating lifestyle/commercial properties.
- A minimum of ten (10) years of experience in leasing/management of mixed-use projects.

1.2.4. eRFP Requirements, Terms, and Conditions

Important informational components to be included in the eRFP are the following:

- 1.2.4.1. Project Team: Lead Entity and Other Partners
 - a. Include a statement about the leading firm's general history and guiding principles.
 - b. Identify the lead Entity and its owners/partners/principals/partners in the development and team firms or organizations, including description and location for each firm/ organization, the portion of development they will lead; and any MBE/WBE designations.
 - c. For each entity, or principal, on the development team and operators, include their significant experience and a short biography.
 - d. Include the likely ownership structure of different LLCs involved in the project. Include an organizational chart if there are multiple entities.
 - e. Provide locations, descriptions, drawings, and photographs of mixed-use developments or similar projects the developer and operator has designed, implemented, or operated in the past ten years.

1.2.4.2. Project Overview

- a. The proposal narrative should include the square footage and various mixed use components;
- b. Include the proposed development schedule, including the phasing of various elements;
- c. Include a statement describing the overall project, how it ties into the Master Concept Plan and where it differs. Include an overall concept of the Becker / Village Lifestyle property that integrates design, program, and operations.
- d. Please explain what you propose to build, which entity will own the leasehold improvements, and which entity will operate the facilities once they are constructed.
- e. Include any obvious challenges or obstacles to achieving the City's goals and development objectives from a market standpoint.
- f. Did you have a particular vision for this Project based on real examples of recent development? Provide visual examples that reflect proposed designs and density and indicate their location.
- g. Preliminary design/plan: A proposed, preliminary master plan should include, in as much detail as possible: specific locations of buildings (new or existing buildings to be renovated), proposed building types, building envelopes, and approximate square footage of each; representative sketches of building designs; proposed streets and other forms of connectivity for pedestrians and cyclists; parking and driveways; open space, parks, and greenways; significant environmental features to be retained; and other proposed amenities and important details.
- h. Land Value: Include a proposed methodology for valuing the land under a sale or longterm ground lease with the City. Include general parameters that are acceptable to the Developer's lenders or equity partners, by tenor, frequency of land valuation, capital participation events for the landlord (if applicable), and landlord approval rights and remedies.

1.2.4.3. Financial Plan

- a. Include a financial plan with estimates for building costs for the various components of required elements.
- b. Include the estimated sources of debt or equity financing for the project will you be seeking a loan commitment for the project, or will it be financed with a combination of equity and debt?
- c. Include proposed sources and uses of construction funds, including estimated costs and infrastructure improvements to the site.

- d. Include a preliminary operating budget for the first year of the project after occupancy.
- e. Indicate whether you have existing relationships with lenders and indicate which lenders you are likely to be working with to seek financing, if permissible to the lenders. Include any bank commitment letters specifically referencing this project, if permissible to the lenders.
- f. Provide operating proformas through stabilization of facilities/certificate of occupancy.
- g. Let us know of any financial considerations of which you would like the City to be aware.
- h. Are you constrained by a particular hurdle rate of return?
- i. Please include a statement of: (a) the firm's financial capacity to undertake and complete the proposed development, (b) history of raising capital, addressing any non-performing loans, loan defaults, or projects lost to foreclosure, and (c) any litigation or other legal disputes within the past five years.
- j. Characterize the firm's financial capacity and strength; provide a forecast and projections for future financial performance, current commitments, and general financing requirements.
- k. Does the firm have independent credit ratings? If so, include the most recent rating report.
- **1.2.4.4.** Construction Period and Phasing
 - a. Include a Project Phasing Plan which portions of the site will be developed first, second, and so on, and how long is each phase expected to take?
 - b. Include an estimate on the length of time required for due diligence, and based on your knowledge of the site, what type of due diligence studies would you anticipate needing before construction can begin?
 - c. Construction challenges. Based on your knowledge of the site, what specific challenges do you anticipate with respect to development on the physical site?
 - d. What is your practice in planning for construction contingencies and construction inflation, and how do you plan to hedge your construction inflation risk for this project?
 - e. General Contractor: If your firm plans to contract with another firm for construction, do you have an existing relationship with a builder that you plan to use? What is the nature of your relationship with the builder?
- **1.2.4.5.** Additional Comments
 - a. Include any suggestions or advice regarding design and zoning considerations;
 - b. Does the City need to consider any new form of management or technology to make the project successful, either during the planning, building, or operational phases of the Project?
 - c. What additional information or clarifications would be needed or helpful to prepare a comprehensive proposal in the future?

Any Respondent to the E-RFQ or eRFP who has engaged the services of a licensed commercial real estate broker, contractually or otherwise, shall disclose the broker's information in their submittal. If no broker has been engaged, Respondent shall include the statement, "There are no broker services associated with this firm's response."

1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Contractor to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from Contractors for potential award. All prequalified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractors' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any Contract exceptions, the preliminary results of the eRFP process will be publicly announced, on the City's Electronic Bidding System,

to include the names of all participating contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO PROPOSERS: The general instructions and provisions of this document have been drafted with the expectation that the City will select one or two "preferred Developers" with the eventual disposition of the development sites under mutually beneficial financial terms.

1.4. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Bidders/Offerors' Conference Location: City of Port St. Lucie – Office of Management & Budget 121 SW Port St. Lucie Blvd., Suite 390 Port St. Lucie, FL 34984 Attendance is: Recommended	January 30, 2025	9:00 a.m. ET
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	March 4, 2025	5:00 p.m. ET
Collective responses to Written Questions by City Issued Addendum	March 11, 2025	5:00 p.m. ET
Proposals Due/Close Date and Time Proposals shall be delivered to: Office of Management and Budget Procurement Management Division 121 SW Port St. Lucie Blvd., Suite 390 Port St. Lucie, FL 34984	March 18, 2025	3:00 p.m. ET Late responses will be rejected

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.5. Official Issuing Officer (Procuring Agent) Nathaniel Rubel, Procurement Assistant Director <u>nrubel@cityofpsl.com</u>

1.6. Definition of Terms

Please review the following terms:

-Contractor(s) – companies desiring to do business with the City (Also called "Developer," "Bidder," "Proposer," "Firm," or "Offeror.")

-City of Port St. Lucie ("City") – the governmental entity identified in Section 1.1 – "Purpose of Procurement," of this eRFP.

-Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.

-Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

-Procurement Management Division ("PMD") - The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

-Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any. -Responsive – means the Contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation. -Sourcing Platform – DemandStar

Any special terms or words which are not identified in the City's eRFP Document may be identified separately in one or more attachments to the eRFP.

2. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

By submitting a response to the eRFP, the Contractor is acknowledging that the Contractor:

- 1. Has read the information and instructions,
- 2. Agrees to comply with the information and instructions contained herein.

2.1. General Information and Instructions

2.1.1. Familiarity with Laws and Regulations

Responding Contractors are assumed to be familiar with all federal, state, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

2.1.2. Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted Contractor (or the eRFP is officially cancelled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and eRFP Communication Document.

2.1.3. Submitting Questions

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 – "Issuing Officer," of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, Citation of relevant section of the eRFP

2.1.4. Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in Section 1.4 – "Schedule of Events," of this eRFP. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

2.1.5. The City's Right to Request Additional Information – Contractor's Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be notified and will be permitted approximately ten (10) business days to submit the information requested.

2.1.6. Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Contractors' responses must be complete in all respects, as required in each section of this eRFP.

2.1.7. Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material Deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

NOTE: The City reserves the right to reject the bid of any Contractor who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the federal, state, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

2.1.8. The City's Right to Amend and/or Cancel the eRFP

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy,

omission, or other error in the eRFP, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this eRFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eRFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP, whether or not such revision occurred prior to the time the Contractor submitted its response), unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. All Notice(s) to Proceed with Negotiations with the Top Three Highest Scoring Contractors and Notice of Intent to Award (NOIAs) will be posted as referenced in Section 4.08 - "Public Award Announcement," of this document. Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this eRFP at any time.

2.1.9. Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm or corporation without the prior written consent of the City.

Each Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Contractor(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Intent Award is given, request apparent successful Contractor to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Contractor(s) declines to make any such substitution, the City may award the Contract to the next acceptable Contractor(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Contractor(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from the contract with or without cause.

2.1.10. Proposal of Additional Services

If a proposer indicates an offer of services in addition to those required by and described in this eRFP, these additional services may be added to the original contract at the sole discretion of the City.

2.1.11. Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response, each Developer acknowledges it has read Section 35.15, understands the process therein, and agrees it is responsible to follow it.

2.1.12. Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

2.1.13. Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this eRFP, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals, pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned to NOT submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a Contractor is marked as "confidential," "proprietary," etc., the City will make a determination regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review chapter 119, Florida Statutes, for all updates before requesting exceptions from chapter 119.

2.2. Submittal Instructions

Submittal Instructions

Firms shall submit one (1) original, one (1) electronic version, and ten (10) copies of the response to PMD at the time and date specified in Section 1.4 -"Schedule of Events." Time is of the essence and any proposals received after the time and date specified in Section 1.4 -"Schedule of Events." whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock located in the PMD office.

Proposals shall be placed in sealed envelopes, marked with the firm name, eRFP number, title, and date and hour proposals are scheduled to be received. Proposers are responsible for ensuring that their proposal is stamped by PMD personnel by the deadline indicated.

Responses must be identified as: eRFP #20230055 Development of the Becker / Village Lifestyle Commercial Center

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP, and submitting a response to the eRFP. Contractors are required to access, print, and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the Contractor successfully submits a response to this eRFP.

2.2.1. Preparing Proposal for Submission

Each Proposer is required, before submitting its Proposal ("Proposal"), to carefully examine the requirements and to completely familiarize themselves with all the terms and conditions that are contained within this eRFP. Ignorance on the part of the Proposer will in no way relieve the Proposer of any of the obligations and responsibilities which are a part of this eRFP. This eRFP constitutes the complete set of specification requirements and forms. It is the responsibility of the Proposer to ensure that all pages are included. Therefore, all Proposers are advised to closely examine this package and

their Proposal prior to submittal.

All Proposals must be typed or written in ink and must be signed in ink by an officer or employee having authority to bind the company. Signatures are required where indicated; failure to properly sign the Proposal shall be cause for rejection of the Proposal. Proposals shall be presented in a clear and concise format, on 8 1/2" x 11" papers, in English. Each tabbed set shall contain all the information required by this eRFP. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. The Proposer is asked to limit marketing materials and excess verbiage yet, sufficiently describe their qualifications, cost, and other information pertinent for evaluation. Only one Proposal may be submitted by each Proposer.

The original Proposals must be enclosed in a document/binder labeled as the "original". Proposal documents in the "original" submittal shall be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company. Original signatures are required where indicated in the original proposal documents; photocopies are not accepted. The City's evaluation of the Proposal's compliance with the requirements of this eRFP shall be based solely on the Proposal marked as "original", regardless of whether the submitted copies or electronic version comply. Failure of the "original" Proposal to comply with the requirements of this eRFP may be cause for disqualification or rejection of Proposal.

No modifications to those Proposals already submitted will be permitted prior to award, except in those cases where the City requests more information for clarification and/or enhancement purposes from all of the Proposers.

By submitting its Proposal, Proposer acknowledges that its Proposal may become part of any contract entered into between the City and Proposer.

Proposals shall be placed in sealed envelopes, marked with the Proposer firm's name, eRFP number, eRFP title, deadline date and hour for receipt of Proposals.

2.2.2. eRFP Review

The eRFP consists of the following: this document, entitled "PSL eRFP Document," and any and all information included in the eRFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the eRFP or links contained within the eRFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (*See* Section 1.5).

2.2.3. Proposal Format

The Proposer's Proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the Proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page:

Title page shall provide the eRFP subject, the Proposer's corporate name, the address and telephone number of the principal office, name and telephone number of the primary contact person, and the address, principal place of business and telephone number of legal entity with whom the Contract is

to be written (if different). If the Proposer consists of multiple entities, the above information should be listed for each entity.

Table of Contents:

The table of contents of the Proposal should include a clear and complete identification of the materials submitted by section and page number.

Tab #1: Transmittal Letter

This letter will summarize in a brief and concise manner the Proposer's understanding of the eRFP and a statement of why the Firm believes itself to be best qualified to provide these services in partnership with the GFC and City. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority to bind the firm. Include a reproduction of Corporate Charter Registration, if applicable.

Tab #2: Licensure and Registration

Evidence of current license and registration necessary to perform the specified services in the State of Florida as well as location of the office where most of the work will be performed and identification of the Contractor's intended project manager/professional contact person and primary liaison with the City.

Tab #3: Executive Summary

The Executive Summary of the Proposal shall be limited to three single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Proposer's ability to meet the requirements of the eRFP to include a statement that they have the financial capability to perform the scope of work required for this project. Provide a brief discussion about Proposer's business history.

Tab #4: Summary of Qualifications

Though considered under the RFQ process, Proposers shall include the following information in Tab #4:

- Indicate the Firm's background in providing these services to governmental entities or commercial enterprises.
- Indicate specifically the members of the firm who will have primary responsibility for the City's Contract and provide a resume for each to include professional licensure to meet the requirements of the services requested herein.
- Indicate all key individuals and their project specific tasks and/or areas of expertise. Provide the same information for any sub-consultant firms and individuals proposed for this project.
- Provide an organizational chart to include any proposed subcontractors indicating their responsibility to the prime consultant firm and for this project.
- Provide a listing of at least three comparable client references that are using the Firm's professional services for the scope of services outlined in this eRFP (i.e., client name, address, telephone number, contact person, length of time service was provided, general scope of work and value of contract). The City may request a complete list of clients later.
- If firm is currently or has previously provided services for the City of Port St. Lucie, please provide an itemized list of these projects to include contact person, length of time service was provided and value of contract.

Tab #5: Proposal for Development and Operational Plan.

The remainder of the Proposal (aside from the items outlined in Tab #4) should be included in Tab #5. The required components and the informational requirements for the Proposal are included in Section 1.2.4. of this eRFP and the evaluation criteria are included in Section 4.4. of this eRFP.

Tab #6: Additional Information

Any additional information, exceptions to the Specifications or, contract requirements.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: "eRFP NO. 20230055 – STEP TWO, DEVELOPMENT OF THE BECKER / VILLAGE LIFESTYLE COMMERCIAL CENTER." Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents

3. General Insurance, Bonding and Permit Requirements

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

3.1. Standard Insurance Requirements

The Developer 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 any subsequent development Contract ("the Contract"), insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the Developer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Developer under the Contract.

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

- <u>Workers' Compensation Insurance & Employer's Liability:</u> The Developer 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 each disease/employee, and \$500,000 each disease/maximum. Waiver of subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers' Act of Merchant Marine Act), proof of appropriate Federal Act of coverage must be provided.
- 2. <u>Commercial General Liability Insurance</u>: The Developer 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. <u>Additional Insured:</u> 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 & CGT2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of Contract. Coverage is to be written on an occurrence form basis and shall apply as primary 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 and GFC. Coverage for 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 Developers 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, 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, and the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents, and employees, as Additional Insured for Commercial General Liability and Business Auto 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 and the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents, and employees, shall be listed as additional insured and shall include Contract #20230055 - Development of Becker / Village Lifestyle Commercial Center." Copies of the Additional Insured endorsements including Completed Operations coverage, shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City and GFC prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the 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 the Contract to exceed the above limits, the Developer 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.

- 4. <u>Business Automobile Liability Insurance:</u> The Developer 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 Developer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Developer 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: Developer 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 City and GFC reserve the right, but are not obligated, to review and request a copy of Developer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Developer warrants the retroactive date equals or precedes the effective date of the Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of the Contract, Developer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years including Completed Operations coverage.
- 6. Builder's Risk Insurance: Developer shall purchase and maintain Builder's Risk insurance in an amount equal to 100% of the completed value of the project including any amendments thereto (without coinsurance). Developer's policy shall be written on an "ALL Risk" Builders Risk form that shall cover physical loss or damage to the Work, temporary buildings, construction forms and scaffolding, materials, and equipment in transit or in storage/at temporary locations, and should extend coverage to foundations, excavations, and other underground property. Coverage shall insure against at least the following perils or causes of loss: fire; lightning; windstorm/and hail; theft (including theft of

materials, whether or not attached to any structure); vandalism and malicious mischief; flood; earthquake; collapse; and such other perils or causes of loss as may be specifically required. The policy shall include coverage for pollutant cleanup, debris removal, demolition and increased cost of construction, water damage, backup of sewers and drains, testing and startup of building systems (including hot testing), and mold & fungus remediation. The Builders Risk coverage shall include a waiver of subrogation rights endorsement in favor of the City and GFC.

The "ALL RISK" Builder's Risk Insurance must also cover: soft costs, including additional advertising/promotional; additional license and permit fees; additional legal/accounting fees; insurance premiums, including builder's risk; and architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril.

This policy must include insurance for the City of Port St. Lucie and GFC, Contractor, Subcontractors, Architect/Engineer, and Consultants for their interest in covered property. The City's policy will not provide coverage related to this project.

Developer has the right to purchase coverage or self-insure any exposures not required by these specifications, but shall be held liable for all losses, deductibles, and self-insurance for coverages not required.

Developer is responsible for all deductibles. including those for windstorms.

- 7. Pollution Insurance: Developer shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the construction, 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.
- 8. <u>Waiver of Subrogation:</u> The Developer shall agree by entering into the Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Developer 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 Developer enter into such a contract on a pre-loss basis.
- 9. <u>Deductibles:</u> All deductible amounts shall be paid for and be the responsibility of the Developer for any and all claims under the Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request a copy of the Developer's most recent annual report or audited financial statement.

It shall be the responsibility of the Developer to ensure that all independent Developers and sub-Developers comply with the same insurance requirements referenced herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of Contract. It shall be the responsibility of the Developer to obtain Certificates of Insurance from all independent Developers and sub-Developers listing the City as an Additional Insured without the language, "when required by written contract." If Developer, independent Developer or sub-Developer maintain higher limits than the minimums shown above, the City and GFC require and shall be entitled to coverage for the higher limits maintained by Developer/independent Developer/sub-Developer.

The Developer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, Professional 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, Professional Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City and GFC 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 the Contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

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

Within ten (10) business days of award, the awarded Developer must procure the required insurance and provide the City and GFC with an executed Certificate of Insurance. Certificates must reference the contract number and the City and GFC as additional Insured parties. The Developer's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

3.2. Bonds and/or Letter of Credit

Bid Bond

Each responding Contractor must supply as a **Mandatory Requirement** with their Proposal a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than **<u>\$25,000.00</u>** made payable to the City. The responding Contractor's proposal will be considered non-Responsive if the Bid Bond or Bid Deposit is not received with the Proposal.

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

Payment and Performance bonds, when required, must remain in full force and effect for a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.

3.2.1 Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

- 1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
- 2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Contractor's response; and
- 3. That the response submitted by the Contractor shall be valid and held open for a period of one hundred and eighty (180) days from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period of time subject to the Contractor's consent; and
- 4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

3.3. Permits

The selected 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 to the requirements of said legislation. Permit fees

can be found on the <u>City's Building Department Website</u>. All permit fees shall be included in the Contract amount and paid by the successful Contractor(s).

4. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, GFC may or may not elect to negotiate technical factors as further described in the eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the Responsive and Responsible Developer(s) will be requested to participate in an Oral Presentation. The City will post the results of the eRFP to DemandStar.

4.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the Proposal's compliance with the following requirements:

- 1. Proposal was submitted by deadline in accordance with Section 1.4.
- 2. Proposal meets the minimum qualifications
- 3. Proposal is complete and contains all required documents.

4.2. Best Value Analysis:

(a) Best value means the overall value to the City, in the City's sole and absolute discretion, as determined by consideration of the following:

Skill, workmanship, experience, and past performance demonstrated by the Contractor in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the Contractor for professional, consulting and other services;
 Ability to meet the minimum qualifications or requirements of the solicitation;

(3) Adherence to specifications, design, or the approach to the project or study, as applicable;

(4) The Contractor's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;

(5) The Contractor's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;

(6) Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;

(7) Life cycle costs of the goods, supplies, materials, equipment or services to be procured;

(8) Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;

(9) The total cost of ownership of the products or services and their impact on the City's budget in future years;

(b) Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

See City Code of Ordinances, Section 35.12.

4.3 Evaluating Proposal Factors

If the Developer's Proposal passes the Administrative/Preliminary Review, the Developer's Proposal will be submitted to the Evaluation Team for evaluation.

4.3.1. Review of Proposals

The City has assembled an Evaluation Committee comprised of City staff and members of the community. This Committee shall evaluate the Proposals and will be responsible for short listing Firms from the submitted proposals from this eRFP to present Oral Evaluations. Each firm should submit documents that provide evidence of capability to provide the services required and development plan for the committee's review for short-listing purposes. The City reserves the right to

request further information and to request best and final offers at the discretion of the City prior to commencement of negotiation with the highest ranked firm.

Procurement Management will review each proposal in detail to determine its compliance with the eRFP requirements. If a proposal fails to meet the minimum qualifications and mandatory submittal requirements, the City will determine if the deviation is material. A Material Deviation will be cause for rejection of the proposal. An Immaterial Deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be ranked/scored in accordance with the point allocation in Section 4.4 – "Evaluation Criteria" of this RFP.

The Developer will receive a ranking at the conclusion of the evaluation of the RFP Evaluation Factors.

4.4. Evaluation Criteria

A ranking approach will be used in the consideration of all complete Proposals with emphasis on the criteria shown below. However, the best Proposals are likely to address all the required components and informational requirements, as well as being financially positive for the GFC and City. The evaluation is comprised of the following:

Category	Points
Proposal Vision and Components	20 points
Demonstrated Quality, Capability, and Experience	30 points
Proposed Financial Plan	30 points
Qualitative Partnership Factors	10 points
Other Transactional Factors	10 points
Presentation	50 points
Total Possible Points	150 points

4.5. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 4.4 – "Evaluation Criteria.", The City reserves the right to seek assistance from financial consultants to perform an independent review of the cost proposals to ensure the objective and comprehensive evaluation of the financial information provided. The analysis will be used to validate the accuracy and completeness of financial information and projections, assess the feasibility and sustainability of the financial model, provide an unbiased comparison of proposals to inform the final selection, and to provide any other relevant financial analysis of the submitted cost proposals to determine the most competitive Financial Plan.

4.5.1. Cost Scoring

The Financial Plan may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other Proposals. Proposers deemed to have more beneficial Financial Plans overall, as determined by the City, will receive a higher score for the Proposed Financial Plan.

4.5.2 Total Score

The sum of all criterion scores will constitute the Proposer's final score.

4.6. Selection and Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Developers; (d) request resubmissions from all Developers; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein.

Single or Multiple Award Possible

The intent of this eRFP is to select one or two "preferred Developers" and the eventual disposition of the development sites under mutually beneficial financial terms. The GFC will continue to look favorably on firms that possess the capacity and interest to undertake both projects but recognize that these development opportunities pose different challenges and require developers with diverse experience and expertise.

4.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Developers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all such presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Developers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the Developer's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Developer's expense. Request for the return of samples must be made within thirty (30) days following opening of Proposals. Each individual sample must be labeled with Developer's name, eRFQ number, and item number. Failure of Developer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the eRFQ. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

4.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

5. Contract Terms and Conditions

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, the successful Contractor's final response as accepted by the City, and all applicable contract terms and conditions, which are mutually negotiated. Please see the <u>City's Standard Terms & Conditions</u> for the terms the City intends to include in the Contract awarded under this eRFP. "The successful Contractor's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Contractor and any subsequent revisions to the awarded Contractor's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Contractor to the eRFP requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors should plan on all expressed requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

Exception to Contract

By submitting a proposal, each Contractor acknowledges its acceptance of the eRFP specifications without change. If a Contractor has specific Contract requirements or takes exception to a solicitation requirement, the Contractor must state the specific requirement or portion excepted, reason for the requirement or exception, and state the specific Contract language it proposes to include or replace for the portion excepted. Any exceptions to the specifications or Contract requirements must be uploaded and submitted as an attachment to the Contractor's response and included in Tab #6: Additional Required Proposal Submittal Forms. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the Contractor is selected for potential award, the Contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within a reasonable period of time. Failure to resolve any contractual issues will lead to rejection of the Contractor. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to negotiate the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached hereto), the eRFP (including any subsequent addenda and written responses to Contractors' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

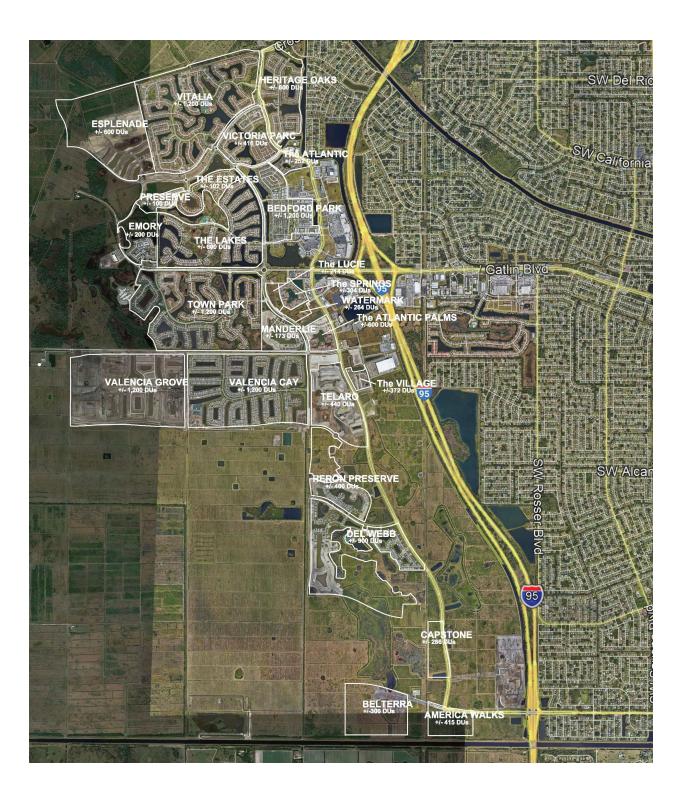
- (i) First, by giving preference to the specific provisions of the executed Contract.
- (ii) Second, by giving preference to the specific provisions of the eRFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the contract and shall be given no weight or consideration.

6. List of eRFP Attachments

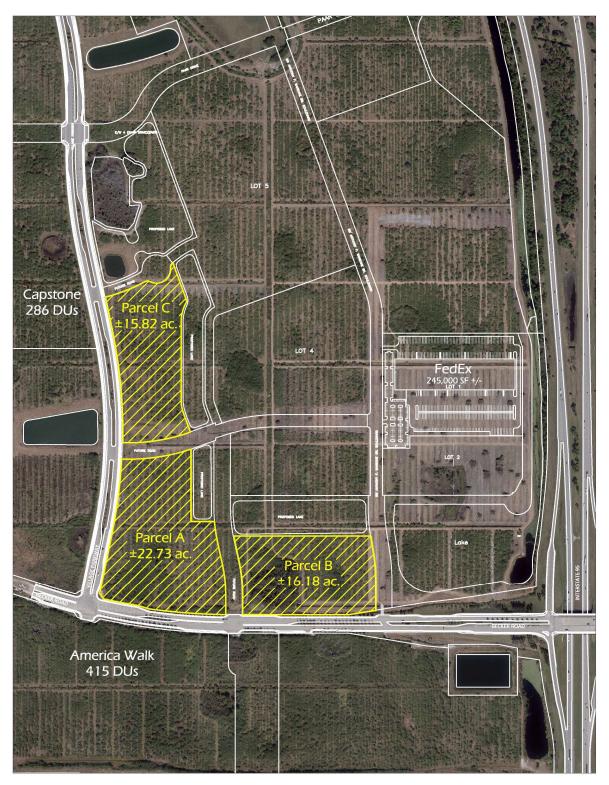
The following documents make up this eRFP. Please see Section 2.2.2 – "eRFP Review," for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- PSL eRFP (this document)
- Project Related Attachments:
 - Attachment A <u>Southern Grove Master Plan</u> (embedded link)
 - Attachment B Approved Residential Development Map, Overall Site Map, MPUD Conceptual Land Use Plan

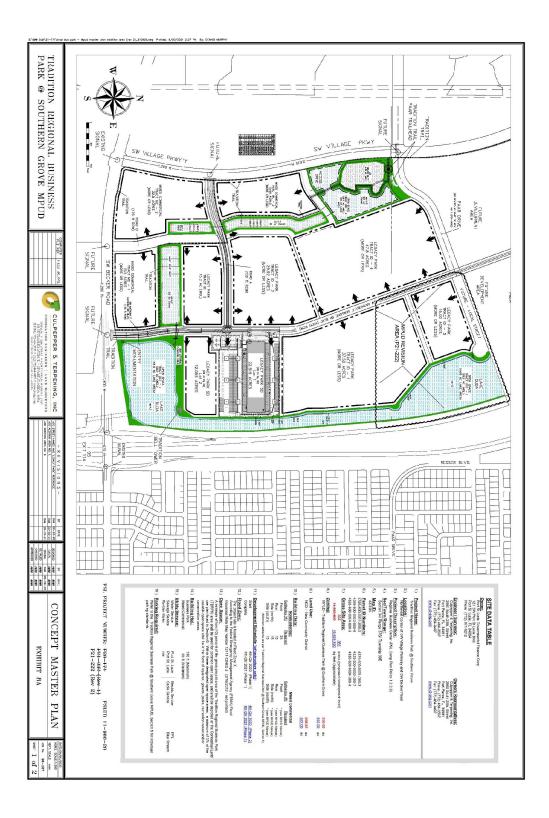
APPROVED RESIDENTIAL DEVELOPMENT MAP



OVERALL SITE MAP



MPUD CONCEPTUAL ZONING MAP





Solicitation Addendum Form

Solicitation Number: 20230055 – Step 2	Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center
Issuing Officer: Nathaniel Rubel,	Solicitation Initially Posted to Internet: See
Procurement Assistant Director	DemandStar
e-mail Address: <u>nrubel@cityofpsl.com</u>	Telephone: 772-344-4230
Addendum Number: 1	Date: 02/20/2025

Questions and Answers

 How will the SAD payments be determined for this project? Will they be based on current entitlements or approved uses included in the proposal? *Response: The SAD payments will be determined by the entitlements of 550,000 SF Retail / 350 Multi-Family Apartments / 120 hotel rooms. Based on this information, the estimates would be as follows:*

	RATE		PROPOSAL	
APARTMENT:	\$ 139.93	/unit	350	\$ 48,975.50
HOTEL:	\$254.17	/room	120	\$ 30,500.40
HOTEL BECKER:	\$ 16.85	/room		\$ 2,022.00
RETAIL:	\$ 0.45	/sf	550,000	\$247,500.00
RETAIL BECKER:	\$ 0.03	/sf		\$ 16,500.00
				\$345,497.90

2. Is there an option to pre-pay the SAD payments? Response: Yes, there will be an option to pre-pay the SAD with the acquisition of the property. See information provided in response to question 1 above.



3. How are the CDD O&M payments determined?

Response: The Southern Grove Community Development District (CDD) is responsible for the calculation of Operations and Maintenance (O&M) payments. Please see information below provided by Special District Services on behalf of the Southern Grove CDD:

The 2024-2025 CDD Operations and Maintenance rates are as follows:

Assessments Per Unit*		
Single Family - General	181.46	
Multi-Family	181.46	
Apartments	90.73	
Retail Sq. Ft.	0.36	
Office Sq. Ft.	0.18	
Research Sq.Ft.	0.18	
Warehouse Sq.Ft.	0.18	
Hotel Rooms	181.46	
Hospital	544.37	
Acre	725.83	

*Rounded

Neither of those parcels have been part of a bond series yet but will in the future. The chart below is the anticipated CDD Debt rates and allocations.	

Total - As Financed								
				Tot	al		Est. Net Annual	Est. Gross Annua
Land Use	Volume			Allocatio	m	Per Unit	Assessment	Assessment
SF 55 or less	2,154	units	\$	16,166,393	\$	7,505	\$549.31	\$ 597.08
SF 56-66	663	units	\$	5,574,264	\$	8,410	\$615.57	\$ 669.09
SF 67 or More	497	units	\$	4,520,285	\$	9,093	\$665.57	\$ 723.44
Multi-Family	1,594	units	s	11,122,921	\$	6,978	\$510.74	\$ 555.15
Apartments	2,480	units	\$	12,831,674	\$	5,174	\$378.71	\$ 411.64
Retail	3,675,075	sq. ft.	\$	45,273,131	\$	12.32	\$0.90	\$ 0.98
Office	2,430,728	sq. ft.	\$	13,769,432	\$	5.66	\$0.41	\$ 0.45
Research	2,498,602	sq. ft.	\$	13,507,693	\$	5.41	\$0.40	\$ 0.43
Warehouse	4,583,336	sq. ft.	\$	29,168,106	\$	6.36	\$0.47	\$ 0.51
Hotel/Hospital	1,091	rooms/beds	\$	6,951,101	\$	6,371	\$466.34	\$ 506.89
			\$	158,885,000				

4. What are the PSL stormwater fees and how are they calculated?

Response: The City's Public Works Department calculates stormwater fees and provided the following information in response to the question:

"The Stormwater ERUs are calculated from the total parcel acreage and a combination of the impervious and pervious acreages so the estimate is not based on land use. In the case of Multi-family / apartment / condo style buildings are assessed similarly to commercial buildings based on the total parcel size, impervious and pervious area. The Captstone residential apartment community across the street is a single owner site (not fee simple lots) so it is assessed similarly to a commercial property. This site is 30 acres as compared to the 16.3 acre GFC site outlined in yellow in the screenshot below. The Capstone community is assessed 292.21 ERU. The second screenshot below is the



apartment complex located south of Discovery and east of Telaro. It is 16.25 acres and assessed 205.52 ERU."





5. Based on the desire for interconnectivity between the parcels, does the proposed N-S connector to Becker have to be built? If so, are there plans and/or specs for that road?

Response: The N/W Roadway connector is required to be constructed as part of the roadway network. Typical plans and cross sections will be provided, and the developer will be required to construct the roadway to meet City standards. The alignment within the site is expected to be determined by the development plan proposed.

- 6. There are several references to "high-density residential." What is the City's definition of high-density? *Response: These parcels allow for up to 350 residential apartment units. Consideration can be given to the product presented to achieve the best overall plan for the development. This can include varying building heights, etc.*
- 7. Does the City have a standard form for the surety that needs to be posted? Response: No, the City does not have a standard form. Proposers typically use the AIA bond forms or their surety company's standard forms.
- 8. Does the City have boundary surveys of the 3 parcels? If so, could they be made available in CADD format? Response: Boundary surveys are not currently available. Southern Grove, Plat 39 as recorded, best depicts the parcel boundaries. A copy of the recorded plat is attached below and included as part of this addendum.



- 9. Is there a topo of the area available? Response: An excerpt from the larger topo map of the entire Southern Grove area is attached below and included as part of this addendum. The SW Village Parkway and Becker Road alignments have been added for better context.
- 10. Are there any soil tests for that area of Southern Grove? Response: No soil tests are available. The 1990 National Resource Conservation Service (NRCS) SSURGO Soils Map is attached for reference below and included as part of this addendum.
- 11. Are there any designated wetlands on the site, and if so, have they been fully mitigated?

Response: The ACOE permit shows Wetland #489 having been mitigated as of 03/05/2021 and is permitted for impact / fill. See screenshot below:



12. Are there any incentives available for job creation? If so, please provide details of those incentives.

Response: There are no incentives for job creation included as part of the Becker / Village Lifestyle Center RFP.

13. Are the CDD lakes adjacent to the parcels designed to store SW from these parcels or will we need our own storage? Response: The Southern Grove CDD affirmed that no additional lakes are required and pre-treatment shall occur on site. However, a 60" pipe outfall / interconnect from SW Village Parkway to the L11C Lake (WMT-2 as shown on Plat 39) will be needed.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

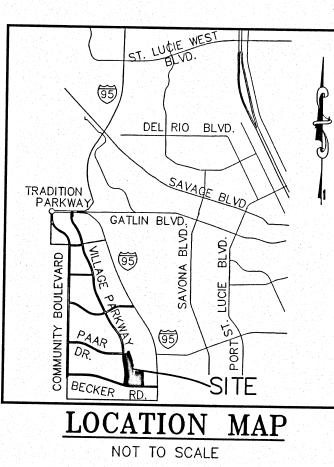
Nathaniel Rubel, Procurement Assistant Director

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CONTAINING 112.912 ACRES, MORE OR LESS.		
CERTIFICATE OF OWNERSHI	IP & DEDICATION	PAAR DR. BECKER
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IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CA	AUSED THESE PRESENTS TO BE SIGNED BY ITS	SURVEYOR'S NOTES:
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PRINT NAME: CALLEIGH MAZAND	EXPIRES 12-20-2025	DATED THIS DAY OF <u>SEPTEMDER</u> , 2022.
FILE NAME: 21-227 SOUTHERN GROVE PLAT NO.39 COVER	SION MANAGE	CHAIRMAN FRANK COVELLI

NGROVE PLAT NO. 39

ACT A, AS SHOWN ON SOUTHERN GROVE PLAT CORDED IN PLAT BOOK 95, PAGE 37, RDS OF ST. LUCIE COUNTY, FLORIDA, AND 35, TOWNSHIP 37 SOUTH, RANGE 39 EAST, <u>ACKNOT</u> S⁻. LUCIE, ST. LUCIE COUNTY, FLORIDA



THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _8th of September 2022, AT (2:07 pm.) IBED AND SHOWN ON THIS PLAT OF SOUTHERN GROVE PLAT NO. 39 IS VESTED IN THE NAME OF ATION AND THE CITY OF PORT ST. LUCIE, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, TION HEREOF.

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TIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF

ONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND THE CITY OF PORT ST. LUCIE, FLORIDA. EMAIN IN FULL FORCE AND EFFECT.

CATION

DISTRICT NO. 5, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH "), ACTING FOR ITSELF AND ON BEHALF OF EACH OF THE OTHER "DISTRICTS" AS DEFINED IN ERLOCAL AGREEMENT DATED AS OF JULY 9, 2013, AND RECORDED AT OFFICIAL RECORDS BOOK F ST. LUCIE COUNTY, FLORIDA, HEREBY ACCEPTS THE DEDICATIONS OF THE WATER MANAGEMENT I UPON THE WITHIN SOUTHERN GROVE PLAT NO. 39 AND SPECIFICALLY DEDICATED TO DISTRICT SUCH DEDICATION AND OF THE OBLIGATION TO OPERATE AND MAINTAIN SUCH FACILITIES IS CONSTRUCTION OF ALL WATER MANAGEMENT SYSTEM IMPROVEMENTS FOR THE PHASE OF SUCH TRACT ARE LOCATED IN STRICT COMPLIANCE WITH BOTH THE APPROVED PLANS FOR, AND THE EXERCISING JURISDICTION OVER, SUCH IMPROVEMENTS, AND (II) COMPLIANCE WITH ALL SURFACE NTS RELATING TO SUCH FACILITIES, AS SET FORTH IN THE POLICIES AND PROCEDURES MANUAL CCEPT ANY OTHER RIGHT-OF-WAY, EASEMENT, TRACT, OR OTHER INTEREST IN REAL ESTATE

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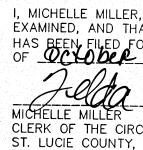
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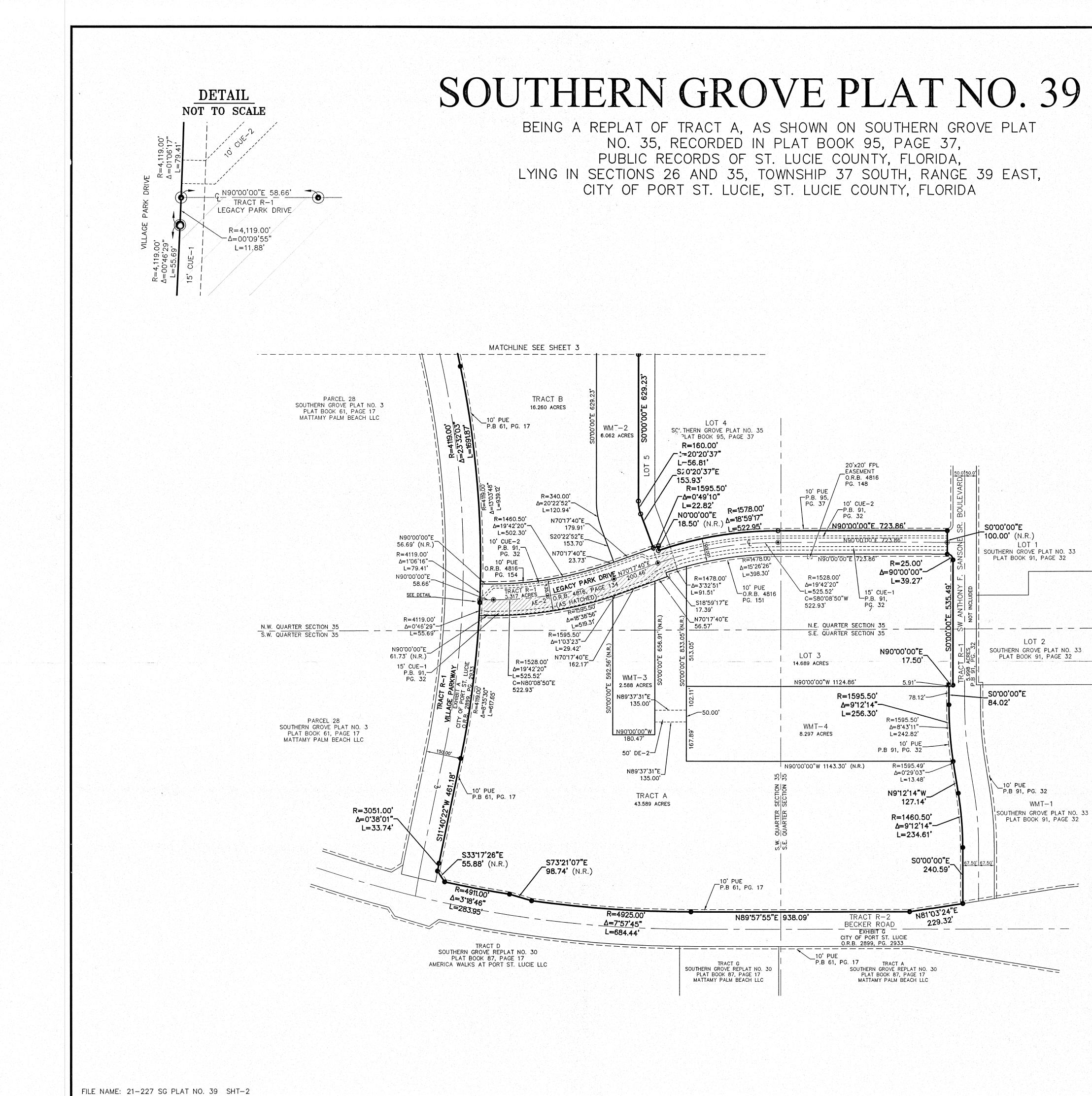
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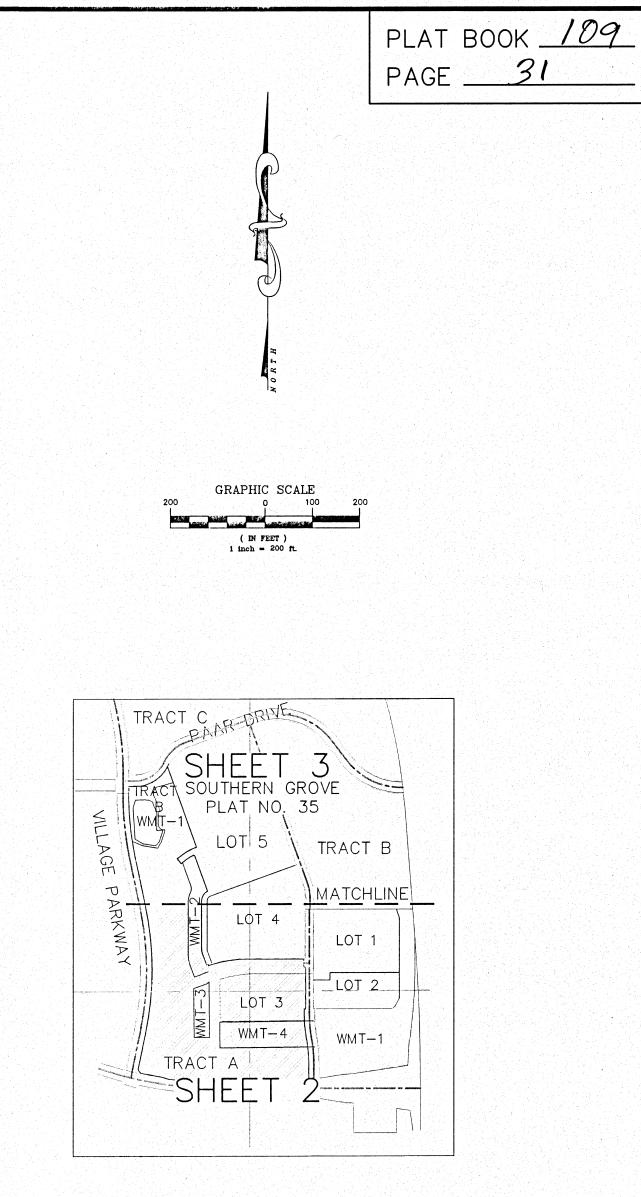
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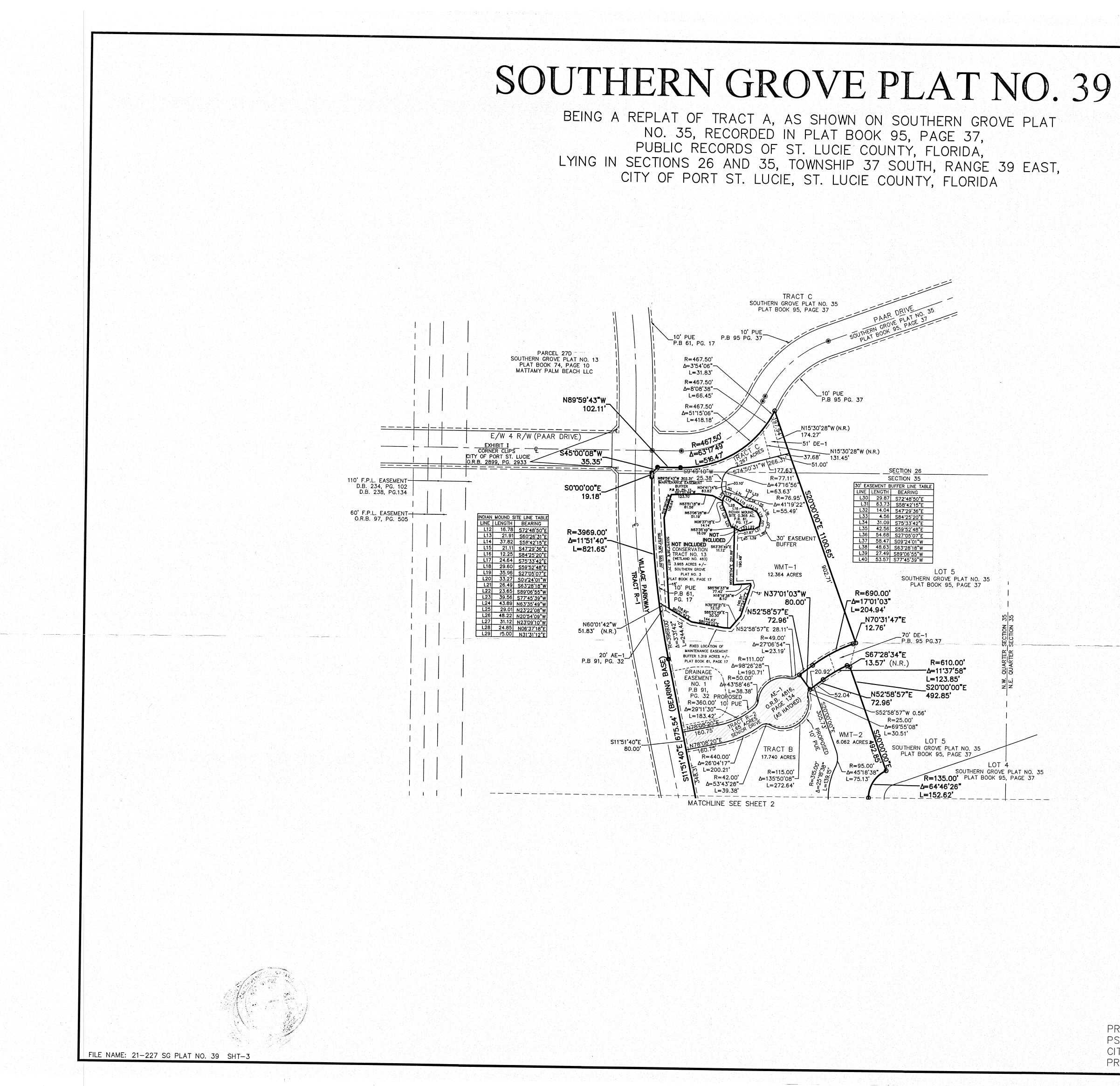
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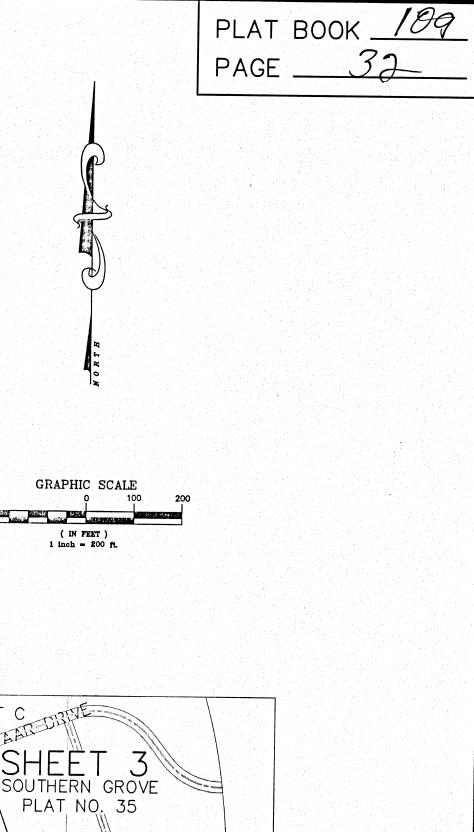
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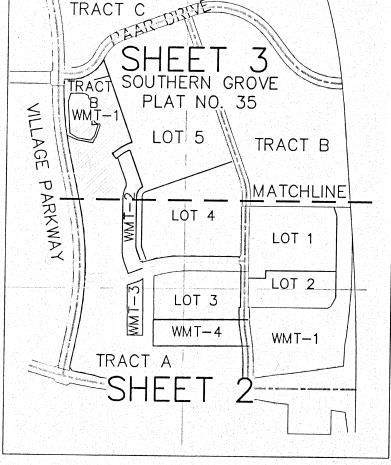
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FORT PIERCE, FLORIDA 34981

SHEET 2 OF 3



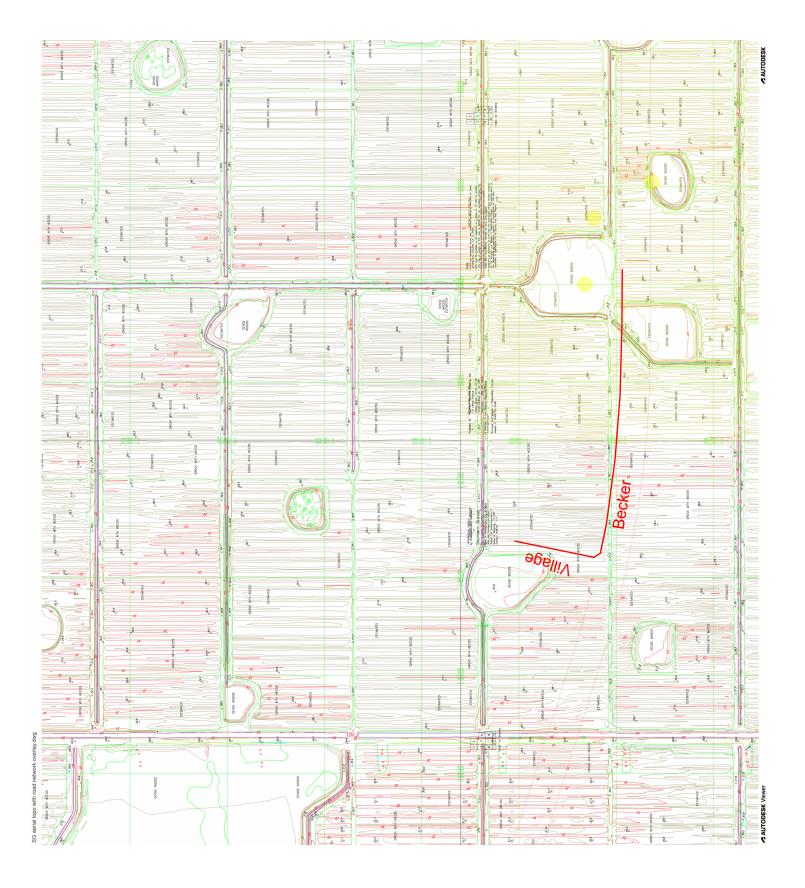


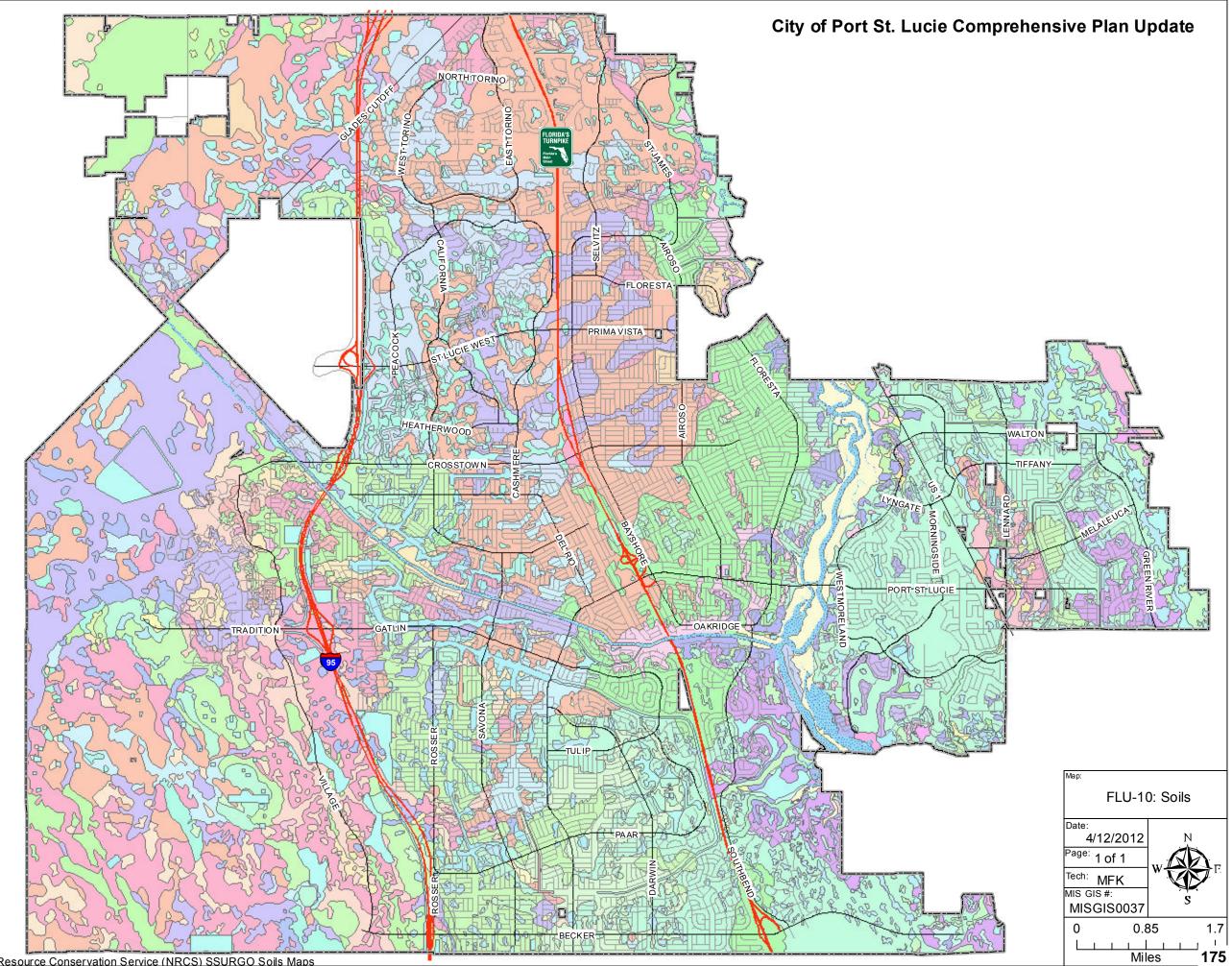


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ANCLOTE SAND, DEPRESSIONAL	HOBE SAND, 0 TO 5 PERCENT SLOPES	PEPPER AND EAUGALLIE SANDS	TANTILE AND POMONA SANDS
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ARENTS, 0-5 PERCENT SLOPES	KALIGA MUCK, DEPRESSIONAL	POMPANO SAND	WABASSO FINE SAND, GRAVELLY SUBSTRATUM
ARENTS, 45 TO 65 PERCENT SLOPES	KESSON-TERRA CEIA COMPLEX, TIDAL	POPLE SAND	WABASSO SAND
BASINGER SAND	LAWNWOOD AND MYAKKA SANDS	RIVIERA FINE SAND	WATER
CANAVERAL FINE SAND, 0 TO 5 PERCENT SLOPES	MALABAR FINE SAND	RIVIERA SAND, DEPRESSIONAL	WAVELAND AND IMMOKALEE FINE SANDS
CHOBEE LOAMY SAND, DEPRESSIONAL	NETTLES AND OLDSMAR SANDS	SALERNO AND PUNTA SANDS	WAVELAND-LAWNWOOD COMPLEX, DEPRESSIONAL
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Solicitation Addendum Form

Solicitation Number: 20230055 – Step 2	Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center
Issuing Officer: Nathaniel Rubel,	Solicitation Initially Posted to Internet: See
Procurement Assistant Director	DemandStar
e-mail Address: <u>nrubel@cityofpsl.com</u>	Telephone: 772-344-4230
Addendum Number: 2	Date: 03/11/2025

Schedule of Events

- The City is still preparing its responses to the outstanding Requests for Information that have been received. Therefore, the proposal due date has been extended to March 21, 2025 @ 3:00 p.m. ET.
 - Responses to the outstanding Requests for Information are anticipated to be issued through a future addendum by close of business on March 14, 2025.

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel, Procurement Assistant Director



Solicitation Addendum Form

Solicitation Number: 20230055 – Step 2	Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center
Issuing Officer: Nathaniel Rubel,	Solicitation Initially Posted to Internet: See
Procurement Assistant Director	DemandStar
e-mail Address: <u>nrubel@cityofpsl.com</u>	Telephone: 772-344-4230
Addendum Number: 3	Date: 03/14/2025

Questions and Answers

1. There seems to be some redundancy in a couple of the sections. Can you clarify what the differences may be between Tab 4, i) "Firms background in providing these services" and Tab 5, i), c) "For each included in (b), provide experience and a short biography"?

Response: Tab #4 requests the Summary of Qualifications of the lead entity and key partners including resumes, project organizational chart, and references. Information requested specific to the firm's proposed project shall be provided in Tab #5.

- Will the CDD bond assessments and O & M assessments be based on the same criteria, that being the total entitlements? *Response: The Southern Grove CDD assessments are based on what is on the building permit as that is what triggers the per unit rates.*
- 3. What if we wanted to include some medical or professional office space, would that be allowed and then assessed as office in the CDD calculations? *Response: The Southern Grove CDD assessments are based on what is on the building permit.*
- 4. How many years are left on the CDD and SAD bond payments? Response: Upon issuance of the CDD bonds, there will be 26 years of payments. PPS2 – SW Annex SAD #1 will bill through tax roll year 2044, unless the principal balance is paid in full before then.



5. To be clear, the subject parcels will be subject to Non-Ad Valorem taxes that will include SAD bond payments, CDD bond payments, CDD O&M payments and the SW assessment, correct? *Response: Yes, that is correct.*

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel, Procurement Assistant Director



Agenda Summary

Agenda Date: 6/23/2025

Agenda Item No.: 6.a

Placement: Resolutions

Action Requested: Motion / Vote

Resolution 25-GFC-04, Authorization to Enter Into and Execute the Fourth Amendment to a Purchase and Sale Agreement between the Port St. Lucie Governmental Finance Corporation and Four Port St. Lucie, LLC.

Submitted By: Jennifer Davis, Director, Community Redevelopment Agency

Executive Summary (General Business): In November 2023, the Governmental Finance Corporation ("GFC") entered into a Purchase and Sale Agreement ("PSA") with Four Port St. Lucie, LLC, for a project known as Project Bears. The PSA is for the purchase 30+/- acres of land in the Southern Grove Jobs Corridor for the purpose of developing up to 500,000 square feet of industrial and office uses. Since the execution of the PSA, additional business terms were negotiated related to the PSA, including the extension of the extension of the Closing Date to October 21, 2025, as reflected in the Fourth Amendment to the Purchase and Sale Agreement.

Presentation Information: Staff will provide a brief presentation, if requested.

Staff Recommendation: Move that the Board approve the Resolution and authorize the execution of the Fourth Amendment to the Purchase and Sale Agreement.

Alternate Recommendations:

- 1. Move that the Board amend the recommendation and approve the Resolution and authorize the execution of the Fourth Amendment to the Purchase and Sale Agreement.
- 2. Move that the Board not approve the Resolution and provide staff with additional direction.

Background:

Working through a broker, an initial Letter of Intent ("LOI") was submitted under the project name "Project Bears" on August 25, 2022. In November 2023, a Purchase and Sale Agreement was authorized by the GFC Board and subsequently entered into on Project Bears.

Project Bears is a multi-generation family-owned business and a leader in the manufacturing and distribution industry, providing a wide range of small- and large-scale products internationally.

Project Bears initial 250,000 square foot facility will be a state-of-the-art manufacturing and distribution center. Project Bears anticipates \$37.5 million of initial capital investment in the Property and anticipates creating 200-300 new jobs at a wage above St. Lucie County's average earnings per worker.

Issues/Analysis:

The original terms of the Purchase and Sale Agreement were as follows:

- Seller: Governmental Finance Corporation
- Buyer: Four Port St. Lucie, LLC / "Project Bears"
- Property: approximately 30.95 acres
- Purchase Price: \$5.50 per square foot of land (\$7,415,001) subject to survey
- Permitted Use: Industrial / Office Use, up to 500,000 Square Feet
- Inspection Period: 120 days from Effective Date
- Development Approval: 60 days from Inspection Period, plus extensions if applicable
- Closing: 30 days following Development Approval, plus extensions if applicable; with anticipated closing no later than 360 days after Effective Date.

The terms as provided in the Second Amendment to the Purchase and Sale Agreement were as follows:

- Inspection Period: Extended until September 16, 2024
- Roadwork Design and Construction: Clarification of obligations related to the Roadwork Design and Construction for East / West Roadway (Destination Way)
- Stormwater Lake Design and Construction: Clarification of obligations / terms related to Stormwater Lake Design and Construction, and related fill.
- Drainage Easement: Identification of Drainage Easement
- Final Plat: Timing of The Final Plat and associated obligations
- Lift Station: Proportionate Share Contribution to SLCFD Lift Station in lieu of
- constructing utility infrastructure on site
- Seller's Roadwork: Extension of timing to complete roadwork
- Cost Estimate: Timing of cost estimate related to Stormwater and Roadwork

The terms as provided in the Third Amendment to the Purchase and Sale Agreement were as follows:

- Inspection Period: Extended until October 29, 2024
- Utility Connection Fees: Clarified obligations related to utility connection fees for the site
 Logal Description: Since site has been replated updated Logal Description is
- Legal Description: Since site has been replatted, updated Legal Description is incorporated into the PSA as Exhibit B.
- Conditions to Closing: Further clarified and amended as to the termination of easements and supplement to the Commercial Charter.

The terms as provided in the Fourth Amendment to the Purchase and Sale Agreement were as follows:

• Closing Date: Extended until October 21, 2025

Financial Information:

Sales revenue will be the approximated purchase price of \$7,415,001 (or \$5.50 per square foot) less prorated

Agenda Date: 6/23/2025

taxes and assessments as of closing, recording of corrective instruments (if any), broker fees, attorney fees, and credit for infrastructure grants (if any). A credit will be applied to the Purchase Price to reflect any infrastructure improvements constructed by Purchaser.

Special Consideration: N/A

Location of Project:

The property is located at the southwest corner of Tom Mackie Blvd and Destination Way (formerly known as East West 2 roadway).

Attachments:

- 1. Resolution
- 2. Exhibit A to Resolution Fourth Amendment to The Purchase and Sale Agreement
- 3. 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: 25163-05

Legal Sufficiency Review:

Reviewed by Margaret M. Carland, Senior Deputy City Attorney. Approved as to Legal form and sufficiency by Richard Berrios, City Attorney.

RESOLUTION 25-GFC-

A RESOLUTION OF THE PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION AUTHORIZING THE PRESIDENT OR HER DESIGNEE, OR THE CEO OR HIS DESIGNEE, TO ENTER INTO AND EXECUTE THE FOURTH AMENDMENT TO A PURCHASE AND SALE AGREEMENT BETWEEN THE PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION AND FOUR PORT ST. LUCIE, LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation ("GFC"), is the owner of property within the Southern Grove Development of Regional Impact; and

WHEREAS, Four Port St. Lucie, LLC, entered into a Purchase and Sale Agreement with GFC ("Agreement") to purchase property within the Southern Grove Development of Regional Impact; and

WHEREAS, the Agreement sets forth terms and conditions that were submitted to the Board of the Port St. Lucie Governmental Finance Corporation (the "Board") for review and approval, and the Agreement was authorized by the Board in November 2023; and

WHEREAS, a Second Amendment to the Purchase and Sale Agreement ("Second Amendment") clarified additional terms, conditions and obligations associated with the transaction and was approved by the Board in June 2024; and

WHEREAS, a Third Amendment to the Purchase and Sale Agreement ("Third Amendment") clarified additional terms, conditions and obligations associated with the transaction and was approved by the Board in October 2024; and

WHEREAS, the Fourth Amendment to the Purchase and Sale Agreement ("Fourth Amendment") clarifies additional terms associated with the transaction and is submitted to the Board for review and approval, which Fourth Amendment is attached hereto as Exhibit "A"; and

WHEREAS, GFC desires to accept the terms and conditions of the Fourth Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, THAT:

Section 1. The Board hereby adopts and ratifies those matters set forth in the foregoing recitals.

RESOLUTION 25-GFC-__

Section 2. The Board authorizes the President or her designee, or the CEO or his designee, to enter into, execute and deliver the Fourth Amendment to the Agreement, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A", and such other documents necessary to implement the terms and conditions of said Fourth Amendment.

Section 3. The President or her designee, or the CEO or his designee, is hereby authorized to take all actions necessary to implement the terms and conditions of the Fourth Amendment and accomplish the purposes set forth therein.

Section 4. If any resolution, or parts of any resolution, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 5. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is held to be invalid or illegal by a Court of competent jurisdiction, then the remainder of this Resolution shall remain in full force and effect.

BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its adoption.

 PASSED AND APPROVED by the Board of the Port St. Lucie Governmental Finance

 Corporation, this ______ day of ______, 2025.

Port St. Lucie Governmental Finance Corporation

ATTEST:

By:_____

Shannon M. Martin, President

Sally Walsh, Secretary/Treasurer

APPROVED AS TO FORM:

Richard Berrios, Corporation Attorney

RESOLUTION 25-GFC-__

Exhibit "A"

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "Amendment") is made as of the _____ day of June, 2025 (the "Effective Date"), by and between the PORT ST. LUCIE GOVERNMENTAL FINANCE CORPORATION, a Florida not for profit corporation ("Seller"), and FOUR PORT ST. LUCIE LLC, a Delaware limited liability company ("Buyer"). The following recitals form the basis of this Amendment:

A. Seller and Buyer are parties to that certain Purchase and Sale Agreement, dated November 14, 2023, as amended by a letter agreement dated February 8, 2024, a Second Amendment to Purchase and Sale Agreement dated June 25, 2024, a letter agreement dated September 10, 2024, a Third Amendment to Purchase and Sale Agreement dated October 28, 2024, and a letter agreement dated May 6, 2024 (collectively the "**PSA**") pursuant to which Seller has agreed to sell, and Buyer has agreed to purchase approximately 30.95 acres of vacant land located in the Southern Grove DRI, in Port St. Lucie, Florida (the "**Land**")'.

B. Seller and Buyer desire to amend the PSA.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, promises and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by reference. Defined terms used herein and not defined herein shall have the meaning set forth in the PSA.

2. <u>Closing Date.</u> The Closing Date of the PSA shall be October 21, 2025 (the "Closing Date").

3. <u>Additional Terms</u>. This Amendment shall be incorporated into and made a part of the PSA. Except for the amendments contained herein, all the provisions of the PSA shall remain unmodified and in full force and effect, and the same are hereby ratified and affirmed in all respects. The parties each hereby acknowledge that this Amendment may be executed in counterparts or by electronic signature exchanged by email and that copies of each party's respective signature(s) shall be binding as if the same were an original signature. This Amendment shall be binding upon and insure to the benefit of the successors and permitted assigns and, as applicable, the heirs and legal representatives of the parties hereto. The PSA, as hereby amended, constitutes the entire understanding and agreement between the parties and may not be amended, supplemented, or modified except by a writing executed by both of the parties.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the day and year set forth above.

SELLER:

Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation

By: _

Shannon M. Martin, President

Buyer:

Four Port St. Lucie, LLC, a Delaware limited liability company

Un By:

Conrad J. Boyle, Authorized Signer

LOCATION MAP "Project Bears"

